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## PART I : SECTION (I) – GENERAL

### Government Notifications

My No. CI/1352.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ravi Industries Limited No. 400, Deans Road, Colombo 10 of the one part and United Tea Rubber and Local Produce Workers' Union, 513 - 1/2, Elvitigala Mawatha, Colombo 05 of the other part on 19th July, 2005 is hereby published in terms of Section 6 of the Industrial Dispute Act, 131 Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
13th February, 2006.

#### Collective Agreement No. 31 of 2005

This Collective Agreement made this Nineteenth day of July Two Thousand and Five to take effect pursuant to the Industrial Disputes Act, between Ravi Industries Limited, having its registered Office at 400, Deans Road, Colombo 10 (hereinafter referred to as the "Employer") of the one Part and The United Tea Rubber and Local Produce Workers' Union registered Trade Union having its office at 513 - 2/1, Elvitigala Mawatha, Colombo 05, (hereinafter referred to as the 'Union') of the Second Part Witnesseth and it is hereby agreed between the parties as follows :

**Title :** The Agreement shall be known and referred to as the Ravi Industries Limited Manual Workers' Collective Agreement of 2005

#### PART I

#### CONTAINING TERMS AND CONDITION OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO AND CONNECTED THEREWITH

1. **Persons Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and the members of the Union who are employed by the Employer in a manual or labouring capacity on monthly contracts of Employment and for whom provision has been made in the wage scales set out in Schedule 1 of this Agreement.

2. **Date of Operation and Duration.**— This Agreement shall be effective as from the First day of July Two Thousand and Five and shall thereafter continue in force unless it is determined by either party giving notice in terms of the Industrial Disputes Act in writing to the other subject to the following provisos :—

- (a) That one party hereto shall not give such notice to the other party before the Thirtieth day of June Two Thousand and Eight (AD) and no notice given before that date shall be regarded as valid.
- (b) That in the event of a reduction in the par value of the Sri Lankan Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.

3. **General Terms and Conditions of Employment.**— During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

4. **Probation.**— Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months. Provided however, that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (3) months and in that event the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer the Employee shall be deemed to be confirmed in his Employer's service with effect from the day after the day on which the period of probation or extended probation, as the case may be, ended.

5. **Attendance.**— (1) Unless otherwise specifically instructed by his Employer and Employee shall present himself for work on everyday (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.

(2) If, at a store, factory, mill or job, work is temporarily not available for an Employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.

(3) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

6. **Hours of Work.**— The hours of work on a normal working day or on a shift shall be nine and one half (9½) hours inclusive of a half (1/2) hour interval for a meal and other intervals existing at the date of this Agreement.

7. **Forfeiture of Wages.**— Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and his Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

8. **Overtime.**— (1) If required by his Employer, an Employee shall work reasonable overtime, which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.

(2) Overtime work (that is work performed in excess of normal working hours) shall be remunerated at one and a half (1½) times the normal hourly rate ascertained in accordance with the provisions of clause 16(a) hereof.

9. **Weekly Holiday and Saturdays.**— (1) In respect of each week every Employee shall be allowed a paid holiday on a Sunday in that week as the weekly holiday provided, however, that if an Employee has not worked for a period of at least twenty eight (28) hours, exclusive of any period of Overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of clause 16(b) hereof.

(2) In computing the period of twenty eight (28) hours referred to in sub-clause (1) the Employer shall include —

- (a) Every holiday allowed by the Employer to Employee as annual holiday;
- (b) Every public holiday granted by the Employer in terms of clause II hereof;
- (c) Every day's absence on any ground approved by the Employer.

(3) The Employer may employ any Employee on a weekly holiday subject to the following conditions:

- (i) a day within the six days next succeeding such weekly holiday shall be allowed to that Employee as a holiday with remuneration. Provided however, that if any Employee who is employed on a weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub- clause (1) then and in such event that Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 16(b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further, that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the Employee .-
  - (a) instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 16(b) hereof in lieu of such alternate holiday, or
  - (b) in case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid, employ that Employee on the alternate holiday.
- (ii) that in respect of work done on such weekly holiday the Employee shall be paid as remuneration -
  - (a) one and one half (1½) times the normal hourly rate ascertained in accordance with the provisions of Clause 16(a) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal); and
  - (b) at double the normal hourly rate ascertained in accordance with the provisions of Clause 16(a) hereof for each subsequent hour of work.

The provisions of this Sub-clause shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) hours in respect of the duration of each such period.

(4) Saturday shall be a non-working day only for Employees for whom it was a non-working day as at present. In their case where an Employee does not qualify for a paid weekly holiday in terms of this clause he shall forfeit three fifth of his pay for Saturday if he has worked only 2 days in the week; four fifth of his pay for Saturday if he has worked only one day in the week and shall receive no pay for the Saturday if he has not worked on any day in the week. For the purpose of this sub-clause days worked will be reckoned in terms of sub-clause 2 above.

10. **Annual Holidays.**- Annual holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards. In the case of Employees in the Brush Manufacturing Trade the annual holidays shall be in terms of the decision of the Wages Board for the Coir Mattress and Bristle Fibre Export Trade.

11. **Public Holidays.**- (1) Public holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards. In the case of Employees in the Brush Manufacturing Trade the public holidays shall be in terms of the decision of the Wages Board for the Coir Mattress and Bristle Fibre Export Trade. Provided however, that an Employee may be employed on a public holiday in accordance with the decision of the aforesaid Wages Board.

(2) If any public holiday which an Employee is eligible to under the provisions of sub Clause (1) falls on a Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such public holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of Clause 9 hereof.

(3) If any public holiday to which an Employee is eligible under the provisions of sub clause (1) falls on a Saturday the number of hours constituting the normal working day on the day immediately preceding the Saturday shall be five and one half (5½) hours and no interval for a meal shall be granted.

12. **Casual Leave.**- (1) In respect of each year of employment during which any Employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as 'Casual Leave') with remuneration for the period or an aggregate of periods not exceeding seven (07) days and the Employer shall allow such Casual Leave and shall be liable to pay such remuneration. Provided however, that not more than two (02) days Casual Leave shall be taken at any time save and except upon the ground of ill health. Provided further that any Employee shall not be entitled to take Casual Leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employee's first year of employment including any period of probation he shall be entitled to Casual Leave for that year computed on the basis of one day for each complete period of two months' service.

(2) Casual Leave will normally be granted on application without the Employee being required to state the reason for the application. Where an Employer finds it difficult to grant an application for Casual Leave his difficulty shall be notified to the Employee as soon as possible

after the application is made and in such case the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him Casual Leave.

13. **Sick Leave.**— In any year an Employee shall be entitled to Sick Leave not exceeding twenty one (21) days provided that –

- (a) his illness is supported by a medical certificate from a registered medical practitioner (unless waived by his Employer) and
- (b) the Employee shall not be on probation within the meaning of Clause 4 hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to Sick Leave not exceeding ten (10) days if he is confirmed after six (06) months' probation and Sick Leave not exceeding five (05) days if he is confirmed after nine (09) months' probation.

14. **Monthly Consolidated Wages.**— (1) Subject to the provisions of Clause 15 hereof and the Employer's right to make deductions from wages in terms of the practices prevailing at the date of this Agreement and also subject to the existing practices in relation to the performance by Employees of work in other grades (whether in higher or lower grades), as from the First day of July Two Thousand and Five each Employee shall be paid upon and subject to the other terms and conditions herein contained, a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Schedule 1 hereto.

(2) The scales of consolidated wages set out in Schedule 1 hereto include the Allowances which were consolidated in terms of Clause 14 of the Collective Agreement No. 20 of 1982.

(3) This Agreement shall not have the effect of changing the incremental date of an Employee.

(4) (a) At the expiry of the twelve month period commencing from the First day of November Two Thousand and Four the scales of the consolidated wages set out in Schedule 1 hereto shall be revised by addition to and consolidation with the wage at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by two (2) and the wage payable to each Employee under this Agreement shall accordingly be increased by a like amount as from the First day of November Two Thousand and Five.

(b) At the expiry of each twelve month period commencing from the First day of November Two Thousand and Five the scales of consolidated wages revised in the manner prescribed above shall be revised in a like manner as from the First day of November of the succeeding year by addition to an consolidation with the wage at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period, multiplied by two (02) and the wage of each Employee as from the First day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

(5) If during the continuance in force of this Agreement the Government of Sri Lanka –

- (a) prescribed increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the Employer shall pay such increases in wages prescribed by such written law and in terms of such written law;
- (b) recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

14A. **Incentive Payments.**— The existing system of incentive payments shall continue subject to the changes in norms agreed with the Union morefully described in Schedule 2. The Incentive rates will be changed every November at the time of consolidation of wages.

15. **Conversion to Scales of Monthly Consolidated Wages.**— (a) For the purpose of ascertaining the wage which an Employee shall receive with effect from the First day of July Two Thousand and Five on the basis of scales of consolidated wages set out in the First Schedule hereto the following provisions subject to the provisions of Clause 14 above shall apply.

- (i) All Employees shall be given an increase in wage of a sum equivalent to eleven (11) per cent of their wages as at 30 June, Two Thousand and Five.
- (ii) Each Employee shall thereafter be placed at the corresponding point on the wage scale in Schedule 1 without change in grade and if there is no corresponding point in terms of money value, the next higher stage on the same grade.

(b) The wage increases referred to at Clause 15(a)(i) hereof is in consideration of the agreement reached between the Union and the Employer for higher output norms as per Schedule 2.

16. **Wage for Periods Less than One Month.**– For the purpose of this Agreement the wages of any employee for periods less than one month shall be computed in the manner following :

- (a) for one hour – the monthly wage divided by two hundred and forty (240)
- (b) for one day – the monthly wage divided by thirty (30)
- (c) for one and half day – a day's wage ascertained as above divided by two (02)  
(either morning or afternoon)
- (d) for one week – a day's wage ascertained as above multiplied by seven (07)

17. **Non-recurring Cost of Living Gratuity.**– As the scales of consolidated wages set out in Schedule 1 hereto have been fixed on the basis of the Colombo Consumers' Price Index being 2937.0 an Employee shall, subject to the provisions of the succeeding Sub-clause be entitled to receive and the Employer shall be liable to pay a Non-recurring Cost of Living Gratuity to the Employee in November each year in respect of the preceding twelve (12) months (First November to Thirty First October, hereinafter referred to as the 'qualifying period') commencing from the First day of November Two Thousand and Five ascertained in accordance with the undernoted formula.

THE FORMULA.– If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 2937.0 a sum computed at Rupees Two (2.00) for each complete point (i.e. 1.0) by which such average exceeds 2937.0 in respect of each month of service during the qualifying period.

(2) When at the expiry of each twelve (12) month period commencing on the first day of November, Two Thousand Five the scales of consolidated wages have been revised in the manner set out in Clause 14(4) hereof, the base index figure in the formula for the purpose of calculating the Non-recurring Cost of Living Gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve (12) month period as specified in Clause 14(4) hereof. In respect of 12 month period commencing First November, Two Thousand and Five to Thirty First October, Two Thousand Six the Fifty (50) points of the Colombo Consumers' Price Index consolidated with the wages of employees in terms of Clause 15(a)(ii) hereof will be taken into account when arriving at the base index figure for calculating the Non-recurring Cost of Living Gratuity for the twelve (12) month period thereafter.

(3) The Non-recurring Cost of Living Gratuity shall be payable by the Employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the Non-recurring Cost of Living Gratuity becomes due in November of any year or he joined the Employer's service during the course of the qualifying year.

(4) The Non-recurring Cost of Living Gratuity shall not be payable to an Employee in respect of any period for which he received no wages for whatever reason.

(5) No Provided Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the Non-recurring Cost of Living Gratuity.

18. **Provident Fund.**– (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.

(2) Subject to the provisions of the Employees' Trust Fund Act, No. 46 of 1980, where the Employer and Employee as at the date hereof where contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

19. **Terminal Benefits.**– The Employer will pay terminal benefits to Employees in accordance with the Gratuity Act, No. 12 of 1983.

20. **Bonus.**– (1) Without prejudice to existing bonus schemes and without prejudice to the Employer's claim that bonus payment in the past and as provided in this Agreement are ex-gratia, the Employer will, subject as hereinafter provided, continue to pay to each of his employee a bonus which will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of the Agreement No. 20 of 1982. If in any year the Employer, in his discretion reduces the bonus to an amount less than the sum of money paid to each of his Employees as bonus for the year immediately preceding the signing of Agreement No. 20 of 1982, the Union may canvas such reduction of bonus with the Employer concerned. If the Union is not satisfied by the Employer in the matter, the Union may pursue this matter with the Employees Federation of Ceylon. If the dispute as to the reduction of bonus is not settled with the Federation, the same shall be referred to a committee of three (03) persons (hereinafter referred to as a 'Bonus Committee') which shall be constituted in accordance with the provisions of Sub-clause 2 for settlement in the manner herein after set forth.

(2) At the written request of the parties to the dispute as to the reduction of the bonus the Commissioner General of Labour will constitute a Bonus Committee which shall consist of three (03) senior accountants nominated by the Council of the Institute of Chartered Accountants of Sri Lanka. The said Chartered Accountants shall be persons with at least ten (10) years' post qualification experience. The selection of the three Chartered Accountants will be communicated by the Institute of Chartered Accountants to the Commissioner General of



Labour, the Employer, the Union and the Federation. Thereupon the Commissioner General of Labour will communicate in writing to each member of the Bonus Committee so constituted a statement of principles and procedures by which the members of the Bonus Committee shall be bound in settling the dispute as to the reduction of Bonus.

(3) Upon receipt of the submissions and the statement of the principles and procedures from the Commissioner General of Labour the Bonus Committee shall in accordance with the said principles and procedures decide whether the reduction of the bonus by the Employer was justified and if the reduction was not justified to what extent, if any, the bonus should be reduced. The Bonus Committee shall communicate its decision in writing to the Employer, the Union, the Federation and the Commissioner General of Labour. If the decision of the Bonus Committee is unanimous, such decision shall be final and binding on the parties to the dispute and the Union and/or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement. If, however, the Bonus Committee is divided in its decision then the decision of the Commissioner General of Labour on the matter shall be final and binding on the parties to the dispute and the Commissioner General's decision shall be communicated in writing to the Federation, and the Union or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement.

(4) The Bonus committee shall not be entitled nor be competent to decide that in any year the Employer should pay his Employees a bonus exceeding the sum of money paid as bonus as in the year immediately preceding the signing of Agreement No. 20 of 1982.

(5) The fees payable to the members of the Bonus Committee shall be borne equally by the parties to the dispute as to the reduction of bonus and be payable on demand by the Commissioner General of Labour.

(6) The payment of a bonus exceeding the sum of money paid as bonus to employees in the year immediately preceding the signing of Agreement No. 20 of 1982, shall be in the sole discretion of the Employer and shall not be called in question by the Union and/or its members nor shall the Employer's failure or refusal to pay such bonus be the subject of any dispute.

(7) The provisions of Sub-clauses (1), (2), (3), (4), (5) and (6) shall *mutatis mutandis* apply to existing bonus scheme.

(8) At the request of the Commissioner General of Labour the council of the Institute of Chartered Accounts of Sri Lanka will nominate three (03) chartered accountants with not less than ten (10) years of post qualification experience drawn from professional accountancy firms to serve on the Bonus Committee.

21. **Annual Increments.** - (1) The annual increments provided in each grade of the scales of consolidated wages in Schedule 1 hereto shall be automatic, unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred in which case where an increment is -

- (a) deferred, the loss of increment shall be continuous throughout the year;
- (b) stopped, the loss of increment shall only be for the period of stoppage during the year;
- (c) suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall occur to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases when the Employee has been notified, in writing of a complaint against such Employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct which in the circumstances does not merit termination of employment.

22. **Warnings.** - If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee, by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses.

23. **Suspension.** - (1) An employee may be suspended without pay by his Employer -

- (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct which warrants dismissal;
- (b) In order to avoid a breach of the peace or damage to the property or disturbance of business of the Employer;
- (c) As a punishment for misconduct for a period not exceeding seven (7) working days after the inquiry.

(2) At the time of suspension under sub-clause (1)(a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter, hold an inquiry into the charge or charges in terms of clause 24 hereof.

24. **Disciplinary Action.** – Where the Employer proposes to proceed against an Employee then –

- (1) Irrespective of whether an Employee has been suspended under clause 23 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (2) Within three (3) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such Employee. Provided however that if in the circumstances it is reasonable, the Employer may ask the Employee for an extension of time within which to furnish a written answer or explanation to the show cause notice and where such request is made by the Employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (3) If the Employer is satisfied with the written answer or explanation of the Employee the Employer shall, if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
- (4) If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) After holding such inquiry the Employer shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes order that –
  - (a) The employee shall not be dismissed then the Employee shall resume employment forthwith and shall subject to the provisions of sub-clause 23(1)(c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice ;
  - (b) the employee shall be dismissed, the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension ;
  - (c) in view of the serious or involved nature of the charges in the show cause notice against the Employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.
- (7) If in any case where an Employee is suspended as provided for herein the Employer fails to make order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for a period of thirty (30) days from the date of such suspension, and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- (8) In any case where the employee is suspended as provided herein, the Employer shall make an order under paragraphs (a) (c) of sub-clause 6 within ninety (90) days of the date of suspension of the Employee unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- (9) The Employer shall not be required to hold an inquiry as referred to in sub - clauses 4 and 5 hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after the receipt of the Employee's explanation shall not be material or relevant.

25. **Retirement.**— On reaching the age of fifty five (55) years an Employee shall *ipso facto* retire and cease to be employed by the Employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement. Provided however, that an Employee who has retired may, in the discretion of the Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

26. **Termination of Services.**— (1) Every contract, whether oral or written, for the hire of any Employee by the Employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of clause 4 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's previous notice be given by either party to the other of his intention to determine the same and such month has expired.

(2) Where an Employee is engaged for a particular job or period such as casual or temporary work, he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or the failure of the Employee to complete the job within reasonable time.

27. **Union Recognition.**— The Union shall be competent to make representations on behalf of any of its members who is employed in any workplace of the Employer bound by this Agreement. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the workplace or the trade as a whole, the following provisions shall apply;

- (1) When the Union is representative of not less than forty per cent (40%) of the employees whose membership subscription is not in arrears, the Employer of such Employees will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percent (40%) of such employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with the Union competent to make general demands by virtue of the requisite membership and not separately with each such Union.
- (2) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other Employees in the service of the Employer, the competence of the Union to make such claims or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.

28. **Disputes Procedure.**— (1) In the first instance the Union shall submit any demand on behalf of its members to the Employer of such members and give the Employer at least ten (10) working days time within which to reply. If in the Union's opinion the Employer's reply is unsatisfactory the Union and the Employer shall explore the possibility of reaching a settlement.

(2) When the union concludes that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conference and/or discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.

(3) Subject to the provisions of clause 30 hereof all disputes between the Union and the Employer or between the parties hereto shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

(4) Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this AGREEMENT.

29. **How Anomalies in the course of Implementing this Agreement shall be dealt with.**— Any anomaly, arising from the implementation of this Agreement shall be settled by negotiation between the Employer and the Union and if the matter cannot be settled by negotiation it shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

30. **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 whether or not such dispute is related to the Agreement, except where such dispute has been caused by an act of the Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interest of the Union and/or its members. Provided however that at least seven (7) days notice in writing shall be given by the Union to the Employer, the Federation and the Commissioner General of Labour before the date of commencement of any intended strike or other form of trade union action consequent upon an act of the Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members is grossly unfair or seriously detrimental to the interest of the Union and/or its members.



31. **Variation of Terms and Conditions of Employment and Benefits.** - (1) The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not 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 as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the Employees covered and bound by this Agreement other than by mutual agreement.

(2) The Employer agrees with the Union and the Employees that the Employer shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees other than by mutual agreement.

(3) Any dispute or difference arising from negotiations under the provisions of sub-clause 1 or 2 may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

## PART II

### CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

(1) **Breaches of Collective Agreement.** - If in the opinion of the Employer and the Federation the Union shall commit a breach of any of the terms of this Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this Part and same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.

(2) **Domestic Inquiries.** - If an employee who is furnished with a show cause notice in terms of Clause 24 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice -

- (a) The Employer will, subject as hereinafter provided, allow another member of the Union (hereinafter referred to as 'an Observer' to be present as an observer without loss of wages for absence from work.
- (b) If the Employer who is served with a show cause notice desires an 'Observer' to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any questions which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry, in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

3. **Union Meetings.** - The following provisions shall apply to meetings of the Union:

- (a) In respect of each meeting which the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose *inter-alia*, one or more of the undernoted conditions -
  - (i) that no person other than an employee in the service of that Employer shall be present at a meeting of the Union;
  - (ii) on occasions such as the Annual General meeting of the Union, office bearers of the Parent Union may, with the previous approval of the Employer, attend;
  - (iii) fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that the terms on which permission to hold a meeting of the Union is granted are duly complied with.
- (d) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of the, or in connection with a meeting of the Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.**-(1) THE FOLLOWING PROVISIONS SHALL APPLY TO DUTY LEAVE .- Without prejudice to the right of the Employer, to refuse to grant permission if, in his discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Union -

(a) to be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer;

or

(b) to attend inquiries before Industrial Courts, arbitrators or Labour Tribunals -

without loss of wages for such absence.

(2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course or seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

5. **Check-Off.**-(1) The facility of check-off shall be granted, subject to Clause 1 of Part II hereof only so long as the Union represents not less than forty (40) per cent of the Employees covered and bound by this Collective Agreement.

(2) The Employer shall on the written request of an Employee deduct from the wages due to such Employees the current monthly Union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

(3) Every employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 referred to as an 'Authorization'.

(4) Every Employee shall be entitled to withdraw his agreement to check-off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation".

(5) As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.

(6) As far as practicable deductions under an authorization shall cease from the date of receipt of a revocation cancelling such authorization. Provided however.-

(a) that the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub-clause 5 or 6;

(b) that at his discretion the Employer shall be entitled not to make deductions by way of check-off in any month in which the deductions from the Employee's wages in that month exceed the deduction permitted by Law;

(7) The Employer shall not later than the tenth (10th) day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed 'Account Payee'.

(8) The cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at its address for the time being.

(9) The Treasurer of the union shall promptly acknowledge receipt of the cheque.

(10) The Employer shall not be liable to pay to the Union or the Treasurer on its behalf as aforesaid any sum other than the Union's dues actually deducted.

#### FORM NO. 1

Name of Employer : RAVI INDUSTRIES LIMITED

#### AUTHORIZATION

As I am an Employee covered and bound by the RAVI INDUSTRIES LIMITED COLLECTIVE AGREEMENT, 2005 and I desire to avail myself of the facility for check-off contained in the Collective Agreement to which I am eligible as a member of the UNITED TEA RUBBER & LOCAL PRODUCE WORKERS' UNION, please deduct from my wages each month a sum of Rupees ..... (Rs. )

in respect of my current monthly membership dues to the said Union and remit same to the said Union on my behalf. The first payment should please be made from my wages due immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

.....  
(Full Name of Employee )

.....  
Checkroll Number

Received on .....  
(To be filled by the Employer)

### FORM NO. 2

*Name of Employer* : RAVI INDUSTRIES LIMITED

### REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of UNITED TEA RUBBER & LOCAL PRODUCE WORKERS' UNION with effect from the wages next due to me immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

.....  
(Full Name Employee )

.....  
Checkroll Number

Received on .....  
(To be filled by the Employer)

### PART III

#### *CONTAINING DEFINITIONS OF CERTAIN WORDS*

In Parts I and II of this Agreement unless excluded by the Subject or context, the following words shall have the meaning set opposite to them.

<b>Words</b>	<b>Meaning</b>
Branch Union	The Branch Union at the factory
Check -off	The act of the Employer deducting in terms of Clause 5 of Part II the Subscription payable to the Union by an employee from the latter's pay.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employee (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement
Employer	Ravi Industries Ltd.
Federation	Employers' Federation of Ceylon
Industrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950
Normal Incremental Date	The date on which an employee would normally receive an increment

<i>Words</i>	<i>Meaning</i>
Relevant Wages Board	The Wages Board which covers the Trade in which the particular employee is employed in.
Union	United Tea Rubber & Local Produce Workers' Union
Wage	The monthly wage according to the scales of consolidated wages in the First Schedule hereto.
Week	The period between midnight on any Saturday Night and midnight on the Succeeding Saturday night.
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include the feminine Words importing the singular number shall include the plural and vice versa

## SCHEDULE 1 (A)

## WAGE SCALES OF MANUAL GRADE EMPLOYEES CONSOLIDATED AT 2937.0 WITH EFFECT FROM 1 NOVEMBER 2004

	A	B	C	EI	EII
1. 124×40.00	6124.00 124×35.00	6054.00 124×27.50	6039.00 124×35.00	6099.00 124×27.50	6,044.00
2.	6,164.00	6,089.00	6,066.50	6,134.00	6,071.50
3.	6,204.00	6,124.00	6,094.00	6,169.00	6,099.00
4.	6,244.00	6,159.00	6,121.50	6,204.00	6,126.50
5.	6,284.00	6,194.00	6,149.00	6,239.00	6,154.00
6.	6,324.00	6,229.00	6,176.50	6,274.00	6,181.50
7.	6,364.00	6,264.00	6,204.00	6,309.00	6,209.00
8.	6,404.00	6,299.00	6,231.50	6,344.00	6,236.50
9.	6,444.00	6,334.00	6,259.00	6,379.00	6,264.00
10.	6,484.00	6,369.00	6,286.50	6,414.00	6,291.50
11.	6,524.00	6,404.00	6,314.00	6,449.00	6,319.00
12.	6,564.00	6,439.00	6,341.50	6,484.00	6,346.50
13.	6,604.00	6,474.00	6,369.00	6,519.00	6,374.00
14.	6,644.00	6,509.00	6,396.50	6,554.00	6,401.50
15.	6,684.00	6,544.00	6,424.00	6,589.00	6,429.00
16.	6,724.00	6,579.00	6,451.50	6,624.00	6,456.50
17.	6,764.00	6,614.00	6,479.00	6,659.00	6,484.00
18.	6,804.00	6,649.00	6,506.50	6,694.00	6,511.50
19.	6,844.00	6,684.00	6,534.00	6,729.00	6,539.00
20.	6,884.00	6,719.00	6,561.50	6,764.00	6,566.50
21.	6,924.00	6,754.00	6,589.00	6,799.00	6,594.00
22.	6,964.00	6,789.00	6,616.50	6,834.00	6,621.50
23.	7,004.00	6,824.00	6,644.00	6,869.00	6,649.00
24.	7,044.00	6,859.00	6,671.50	6,904.00	6,676.50
25.	7,084.00	6,894.00	6,699.00	6,939.00	6,704.00
26.	7,124.00	6,929.00	6,726.50	6,974.00	6,731.50
27.	7,164.00	6,964.00	6,754.00	7,009.00	6,759.00
28.	7,204.00	6,999.00	6,781.50	7,044.00	6,786.50
29.	7,244.00	7,034.00	6,809.00	7,079.00	6,814.00
30.	7,284.00	7,069.00	6,836.50	7,114.00	6,841.50
31.	7,324.00	7,104.00	6,864.00	7,149.00	6,869.00
32.	7,364.00	7,139.00	6,891.50	7,184.00	6,896.50
33.	7,404.00	7,174.00	6,919.00	7,219.00	6,924.00
34.	7,444.00	7,209.00	6,946.50	7,254.00	6,951.50
35.	7,484.00	7,244.00	6,974.00	7,289.00	6,979.00
36.	7,524.00	7,279.00	7,001.50	7,324.00	7,006.50
37.	7,564.00	7,314.00	7,029.00	7,359.00	7,034.00
38.	7,604.00	7,349.00	7,056.50	7,394.00	7,061.50

WAGE SCALES OF MANUAL GRADE EMPLOYEES CONSOLIDATED AT 2937.0 WITH EFFECT  
FROM 1 NOVEMBER 2004 - (Contd.)

	A	B	C	EI	EII
39.	7,644.00	7,384.00	7,084.00	7,429.00	7,089.00
40.	7,684.00	7,419.00	7,111.50	7,464.00	7,116.50
41.	7,724.00	7,454.00	7,139.00	7,499.00	7,144.00
42.	7,764.00	7,489.00	7,166.50	7,534.00	7,171.50
43.	7,804.00	7,524.00	7,194.00	7,569.00	7,199.00
44.	7,844.00	7,559.00	7,221.50	7,604.00	7,226.50
45.	7,884.00	7,594.00	7,249.00	7,639.00	7,254.00
46.	7,924.00	7,629.00	7,276.50	7,674.00	7,281.50
47.	9,964.00	7,664.00	7,304.00	7,709.00	7,309.00
48.	8,004.00	7,699.00	7,331.50	7,744.00	7,336.50
49.	8,044.00	7,734.00	7,359.00	7,779.00	7,364.00
50.	8,084.00	7,769.00	7,386.50	7,814.00	7,391.50
51.	8,124.00	7,804.00	7,414.00	7,849.00	7,419.00
52.	8,164.00	7,839.00	7,441.50	7,884.00	7,446.50
53.	8,204.00	7,874.00	7,469.00	7,919.00	7,474.00
54.	8,244.00	7,909.00	7,496.50	7,954.00	7,501.50
55.	8,284.00	7,944.00	7,524.00	7,989.00	7,529.00
56.	8,324.00	7,979.00	7,551.50	8,024.00	7,556.50
57.	8,364.00	8,014.00	7,579.00	8,059.00	7,584.00
58.	8,404.00	8,049.00	7,606.50	8,094.00	7,611.50
59.	8,444.00	8,084.00	7,634.00	8,129.00	7,639.00
60.	8,484.00	8,119.00	7,661.50	8,164.00	7,666.50
61.	8,524.00	8,154.00	7,689.00	8,199.00	7,694.00
62.	8,564.00	8,189.00	7,716.50	8,234.00	7,721.50
63.	8,604.00	8,224.00	7,744.00	8,269.00	7,749.00
64.	8,644.00	8,259.00	7,771.50	8,304.00	7,776.50
65.	8,684.00	8,294.00	7,799.00	8,339.00	7,804.00
66.	8,724.00	8,329.00	7,826.50	8,374.00	7,831.50
67.	8,764.00	8,364.00	7,854.00	8,409.00	7,859.00
68.	8,804.00	8,399.00	7,881.50	8,444.00	7,886.50
69.	8,844.00	8,434.00	7,909.00	8,479.00	7,914.00
70.	8,884.00	8,469.00	7,936.50	8,514.00	7,941.50
71.	8,924.00	8,504.00	7,964.00	8,549.00	7,969.00
72.	8,964.00	8,539.00	7,991.50	8,584.00	7,996.50
73.	9,004.00	8,574.00	8,019.00	8,619.00	8,024.00
74.	9,044.00	8,609.00	8,046.50	8,654.00	8,051.50
75.	9,084.00	8,644.00	8,074.00	8,689.00	8,079.00
76.	9,124.00	8,679.00	8,101.50	8,724.00	8,106.50
77.	9,164.00	8,714.00	8,129.00	8,759.00	8,134.00
78.	9,204.00	8,749.00	8,156.50	8,794.00	8,161.50
79.	9,244.00	8,784.00	8,184.00	8,829.00	8,189.00
80.	9,284.00	8,819.00	8,211.50	8,864.00	8,216.50
81.	9,324.00	8,854.00	8,239.00	8,899.00	8,244.00
82.	9,364.00	8,889.00	8,266.50	8,934.00	8,271.50
83.	9,404.00	8,924.00	8,294.00	8,969.00	8,299.00
84.	9,444.00	8,959.00	8,321.50	9,004.00	8,326.50
85.	9,484.00	8,994.00	8,349.00	9,039.00	8,354.00
86.	9,524.00	9,029.00	8,376.50	9,074.00	8,381.50
87.	9,564.00	9,064.00	8,404.00	9,109.00	8,409.00
88.	9,604.00	9,099.00	8,431.50	9,144.00	8,436.50
89.	9,644.00	9,134.00	8,459.00	9,179.00	8,464.00
90.	9,684.00	9,169.00	8,486.50	9,214.00	8,491.50
91.	9,724.00	9,204.00	8,514.00	9,249.00	8,519.00
92.	9,764.00	9,239.00	8,541.50	9,284.00	8,546.50
93.	9,804.00	9,274.00	8,569.00	9,319.00	8,574.00



WAGE SCALES OF MANUAL GRADE EMPLOYEES CONSOLIDATED AT 2937.0 WITH EFFECT  
FROM 1 NOVEMBER 2004 - (Contd.)

	A	B	C	EI	EII
94.	9,844.00	9,309.00	8,596.50	9,354.00	8,601.50
95.	9,884.00	9,344.00	8,624.00	9,389.00	8,629.00
96.	9,924.00	9,379.00	8,651.50	9,424.00	8,656.50
97.	9,964.00	9,414.00	8,679.00	9,459.00	8,684.00
98.	10,004.00	9,449.00	8,706.50	9,494.00	8,711.50
99.	10,044.00	9,484.00	8,734.00	9,529.00	8,739.00
100.	10,084.00	9,519.00	8,761.50	9,564.00	8,766.50
101.	10,124.00	9,554.00	8,789.00	9,599.00	8,794.00
102.	10,164.00	9,589.00	8,816.50	9,634.00	8,821.50
103.	10,204.00	9,624.00	8,844.00	9,669.00	8,849.00
104.	10,244.00	9,659.00	8,871.50	9,704.00	8,876.50
105.	10,284.00	9,694.00	8,899.00	9,739.00	8,904.00
106.	10,324.00	9,729.00	8,926.50	9,774.00	8,931.50
107.	10,364.00	9,764.00	8,954.00	9,809.00	8,959.00
108.	10,404.00	9,799.00	8,981.50	9,844.00	8,986.50
109.	10,444.00	9,834.00	9,009.00	9,879.00	9,014.00
110.	10,484.00	9,869.00	9,036.50	9,914.00	9,041.50
111.	10,524.00	9,904.00	9,064.00	9,949.00	9,069.00
112.	10,564.00	9,939.00	9,091.50	9,984.00	9,096.50
113.	10,604.00	9,974.00	9,119.00	10,019.00	9,124.00
114.	10,644.00	10,009.00	9,146.50	10,054.00	9,151.50
115.	10,684.00	10,044.00	9,174.00	10,089.00	9,179.00
116.	10,724.00	10,079.00	9,201.50	10,124.00	9,206.50
117.	10,764.00	10,114.00	9,229.00	10,159.00	9,234.00
118.	10,804.00	10,149.00	9,256.50	10,194.00	9,261.50
119.	10,844.00	10,184.00	9,284.00	10,229.00	9,289.00
120.	10,884.00	10,219.00	9,311.50	10,264.00	9,316.50
121.	10,924.00	10,254.00	9,339.00	10,299.00	9,344.00
122.	10,964.00	10,289.00	9,366.50	10,334.00	9,371.50
123.	11,004.00	10,324.00	9,394.00	10,369.00	9,399.00
124.	11,044.00	10,359.00	9,421.50	10,404.00	9,426.50
125.	11,084.00	10,394.00	9,449.00	10,439.00	9,454.00

Schedule 2

1. *Production Norms of the following B. M. S. Machines to be increased as hereunder :*

Machine No.	Product Code	Present Norm (Per hour)	Increased Norm (Per Hour)
205 / 2	BR. 239	55	60
210 / 2	BR 468	58	62
204 / 4	BR 390	104	110
213 / 1	MB 090	48	51
204 / 9	DR 199	94	101
204 / 6	BA 175	109	117
211 / 1	BR 985	138	150
211 / 2	BA 141	105	114
214	BR 525	48	52
209 / 2	BA 028	113	121

**Note :** Norms (Present and increased) have been indicated for product codes that are usually produced on the above machines. For any other products filled on these machines the existing norm for those products will be increased according as stated above.

**2. Carpentry Drilling Outputs to be increased as hereunder :**

<i>Item</i>	<i>Operation</i>	<i>Present Norm (9 Hours)</i>	<i>Proposed Norm (9 Hours)</i>	<i>Operation</i>	<i>Present Norm (9 Hours)</i>	<i>Proposed Norm (9 Hours)</i>
H/R 40	Drilling 1	750	862	Drilling 2	1100	1265
H/R 50	Drilling 1	720	828	Drilling 2	1100	1265
H/R 60	Drilling 1	720	828	Drilling 2	1100	1265
Buckly	Drill pass through	675	742	Drilling 2	1100	1210
Buckly	Drill H / way	720	828	Drill 2 H / way	1100	1265
HK H/R	Drilling 1	810	890	Drilling 2	990	1090
Cob Web	Drilling	1100	1265			

**3. Carpentry Standing Outputs to be increased as hereunder :**

<i>Item</i>	<i>Operation</i>	<i>Present Norm (9 Hours)</i>	<i>Proposed Norm (9Hours)</i>
H / R 50	Sanding	360	396
H / R 60	Sanding	315	346
HK H / R	Sanding	300	375
Buckly	Sanding	315	380
Cobweb	Sanding	600	690

**4. Paint Section Dipping Outputs to be increased as hereunder :**

<i>Item</i>	<i>Operation</i>	<i>Present Norm (9 Hours)</i>	<i>Proposed Norm (9Hours)</i>
Banisters	Dipping	1000	1100
Brooms	Dipping	950	1000

5. In addition to cleaning the machines by using compressed air when the shift is over, machine operators in BMS and NBS should sweep the dust and litter around their machines and put them into the bin provided for same.

6. Two (02) employees who do internal transport in BMS (Material Supply) at present will be detailed to work on machines. As and when it is necessary they will be detailed to do internal transport.

7. In addition to the present duties carried out by the employee who does final inspections in BMS Brush Checking Section, the employee should do the following duties too :

- a. Closing of cartons by using gum tape
- b. Stacking of cartons on pallets.

IN WITNESS WHEREOF parties aforesaid have hereunto set their hands in Colombo, R. R. I. Fonseka for an on behalf of RAVI INDUSTRIES Limited and T. P. U. Kularatne for an on behalf of the UNITED TEA RUBBER & LOCAL PRODUCE WORKERS,' UNION on this Nineteenth day of July two thousand and Five.

.....  
 (Sgd.) R. R. I. Fonseka,  
 Managing Director,  
 Ravi Industries Ltd.

.....  
 (Sgd.) D. W. Subasinghe,  
 General Secretary  
 United Tea Rubber & Local  
 Produce Workers' Union.

Witness to the said signature of  
R. R. I. Fonseka

Witness to the said signature:

(Sgd.)  
R.L.P. Peris  
Deputy Director General EFC

(Sgd.)  
T.W.N. Laknath Kumara  
President

03 - 396

My No. CI/1494.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Lankan Airlines Limited Level 9 - 22, East Tower, World Trade Centre, Echelon Square, Colombo 01 of the one part and Sri Lankan Airlines Aircraft Technicians Association, No. 14, Mahawela Place, Kirulapone, Colombo 06 of the other part on 02nd April, 2005 is hereby published in terms of Section 06 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.  
13th February, 2006.

## Collective Agreement No. 30 of 2005

### COLLECTIVE AGREEMENT

BETWEEN

SRILANKAN AIRLINES LIMITED

AND

THE SRILANKAN AIRLINES AIRCRAFT  
TECHNICIANS ASSOCIATION

2005 - 2008

### SRILANKAN TECHNICIANS COLLECTIVE AGREEMENT (2005).

#### 1. *Arrangement and Index.*-

This Agreement is arranged as follows :

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2. **Title.**– This Agreement is the “SriLankan Airlines Aircraft Technicians Collective Agreement (2005)”, and hereinafter shall be known and referred to as the “Agreement”.

3. **Names of the Parties.**–

3.1 This Agreement is hereby made and entered into effective from 1st April, 2005 between the following parties listed in sections 3.2 and 3.3 and 3.4 below. In this Agreement, the terms “Employees” and “Technicians” shall mean all those Employees covered by either sections 3.3 or 3.4 in this Agreement below :

3.2 SriLankan 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).

3.3 The SriLankan Airlines Aircraft Technicians Association, a registered Trade Union registered in Sri Lanka under registration number 5570, with it's official registered office address as 14, Mahawela Place, Kirulapone, Colombo 06, Sri Lanka, hereinafter called the “SAATA” (which expression wherever the context so admits shall mean and include it's successors, assigns, replacement and all Employees who are fully paid-up members of the SAATA and who are locally employed in a permanent capacity in grades 5T-7T of the Technicians grade structure who are covered and bound by this Agreement).

- 3.4 Other individual Employees who are locally employed in a permanent capacity in grades 5T-7T of the Technicians grade structure who are not members of the SAATA but who nevertheless wish to accept the terms and conditions of this Agreement by signing on an individual basis.

4. **Short Recital and General Agreement.-**

- 4.1 WHEREAS demands and requests were made by the SAATA for a revision of terms and conditions of employment of Employees employed by the Company (noting that the existing terms and conditions of employment of Technicians were previously recorded in the Collective Agreement between the Company and the SAATA dated 21st April, 2000, which was valid from 1st January, 1999 and expired on 31st May, 2002).
- 4.2 AND WHEREAS the SAATA can verify to the satisfaction of the Company that it represents at least 51% of the Technicians employed in a permanent capacity by the Company in Sri Lanka in grades 5T-7T of the Technicians grade structure of the Company.
- 4.3 AND WHEREAS having received the demands and requests from the SAATA, the management of the Compy discussed and negotiated with the SAATA and during the process of negotiations were able to finally reach agreement on the matters contained herein, on the understanding that any and all other matters raised would be regarded as having been withdrawn in favour of this finalised Agreement called the "SriLankan Airlines Aircraft Technicians Collective Agreement 2005".
- 4.4 AND WHEREAS the intention of both parties was that this Agreement would ensure operational and industrial peace and harmony, improved overall efficiency of the Company, an improvement in overall performance and productivity including the ability to rotate Employees between different areas (within the Engineering Division), co-operation between the Employer and Employee and a contented and highly motivated workforce. The parties to this Agreement have a common objective in ensuring the proper and successful functioning of the Company, as only this can safeguard the welfare of both the Company and all the Employees.
- 4.5 AND WHEREAS the parties have agreed that there would be strict compliance with all procedures, terms and conditions agreed in this Agreement, and it is agreed by the parties that they would honour and abide by their respective obligations, respecting the rights of each other as set out in this Agreement.
- 4.6 NOW KNOW YE AND THIS AGREEMENT WITNESSETH THAT as a result of said discussions, and that for and in consideration of the above premises and the mutual terms and conditions set out in this Agreement, the SAATA and the Company have reached this Agreement, which includes clauses for the enhancement of salaries and various allowances to further improve the employment conditions offered by the Company.
- 4.7 AND THAT the parties have agreed that there would be compliance with all existing procedures, processes and regulations that are not otherwise specified in this Agreement, and both parties agree that the Company may in due course publish an Employment Manual which would set out all major policies and regulations of the Company, some of which may be set out in this Agreement as the intended policies of the Company. The Company welcomes any positive suggestions from the SAATA on how existing procedures and processes may be improved for the mutual benefit of all parties. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, then the terms and conditions specified in this Agreement shall prevail.
- 4.8 AND THAT this Agreement covers all the demands and claims of the SAATA contained in their original requests and demands and other issues brought for negotiation and discussions during the course of bargaining of the said demands in full and final settlement thereof, and that all demands, claims and requests raised by the SAATA are hereby withdrawn or settled or satisfied in terms of and / or in consideration of this Agreement.
- 4.9 AND THAT in consideration of this Agreement, the SAATA and its members shall not during the continuance of this Agreement seek to vary, alter or add to, all or any of the terms and conditions of employment or benefits contained as provided for in this Agreement, other than by mutual agreement with the Company. Failure to reach mutual agreement shall not entitle the SAATA to raise a dispute thereon.
- 4.10 AND THAT the terms and conditions of this Agreement effective from 1st April, 2005 shall be deemed to be included in all the contracts of employment between the Company and all Employees covered and bound by this Agreement, whether such contract of employment be written or not, and which was subsisting as at 1st April, 2005 or shall come into being at any time thereafter during the continuance of this Agreement.
- 4.11 AND THAT if, and in so far as, any provisions contained in this Agreement are superseded by mandatory law in Sri Lanka, all other provisions not so superseded shall remain in full force and effect.



- 4.12 AND THAT it is agreed that any dispute over the interpretation of this Agreement shall be settled by reference to the Commissioner of Labour, or where such decision is not acceptable by voluntary arbitration under section 3(1)(d) of the Industrial Disputes Act.
- 4.13 IT IS ALSO AGREED THAT the minimum terms and conditions of service which apply to all Technicians employed in a permanent capacity in grades 5T - 7T of the Technicians grade structure who are covered and bound by this Agreement shall be those provided for in this Agreement.

**5. Duration of Agreement.-**

- 5.1 This Agreement shall come into effect from 1st April, 2005, and shall remain in force and binding on all parties for a period of three years and two months, from 1st April, 2005 until 31st May, 2008, and thereafter until amended by a new Agreement signed by all parties. This shall not preclude discussions taking place and commencing at any time after 1st January, 2008 between parties for a revision of the Agreement to be effective from 1st June, 2008.
- 5.2 Subject to section 4.7 earlier, this Agreement replaces in full the previous agreement between the Company & the SAATA dated 21st April, 2000 which was valid from 01st January, 1999 and expired on 31st May, 2002. Any clause that may have been in the previous Agreement is considered revoked unless repeated and carried-forward into this new Agreement.
- 5.3 Furthermore, subject to section 4.7 earlier, this Agreement replaces in full any other prior agreements and replaces all prior working practices, and replaces all prior terms and conditions of employment for Employees employed in a permanent capacity in grades 5T - 7T of the Technicians grade structure.

**6. Parties covered and bound.-**

- 6.1 This Agreement shall cover and bind the Company.
- 6.2 This Agreement shall cover and bind the SAATA and all Employees locally employed in a permanent capacity in grades 5T - 7T inclusive of the Technicians grade structure who are fully paid-up members of the SAATA.
- 6.3 This Agreement shall cover and bind all individual Employees locally employed in a permanent capacity in grades 5T - 7T of the Technicians grade structure who are not members of the SAATA but who nevertheless wish to accept the terms and conditions of this Agreement in full by signing on an individual basis.

**7. Recognition.-**

- 7.1 The Company recognises the right of the SAATA to represent the interests of and when required negotiate on behalf of all categories of locally employed permanent Employees that are classified in grades 5T - 7T inclusive of the Technicians grading structure in Sri Lanka who are fully paid-up members of the SAATA.
- 7.2 The Company recognises the right of the SAATA to exercise the SAATA functions in accordance with the laws of Sri Lanka, and to manage the SAATA affairs without interference.
- 7.3 Such recognition by the Company of the SAATA shall continue as long as the SAATA holds the status of Collective Bargaining Agent of the Employees in grades 5T - 7T inclusive of the Technicians grading structure of the Company, and can verify that at least 51% of all locally employed Employees in grades 5T - 7T inclusive are fully paid-up members of the SAATA.
- 7.4 The SAATA recognises the right of the Company to plan, organise and manage the operation of each location in order to achieve maximum safety, efficiency and profitability in the operation. This right includes, inter-alia, the recruitment, engagement control, discipline, termination, upgrading, promotion, demotion, transfer and dismissal of Employees (always in accordance with the laws of Sri Lanka and the procedures and manuals of the Company). This right also includes, inter-alia, the use of Employees on Fixed Term Contracts from time to time as operationally required. This right also includes, inter-alia, the determination of the rosters, working patterns and times, methods and manner of working, the introduction of technical improvements and the decision to modify, extend, curtail or cease operations, and all safety aspects of the operation. The Company will always exercise the above mentioned rights within the limits prescribed under all applicable laws of Sri Lanka and in accordance with all applicable procedures and manuals of the Company and in accordance with the terms and conditions of this Agreement.

**8. Job classifications and Technicians grading structure.-**

- 8.1 Grading structure and job classification system for Technicians are :

<i>Grade</i>	<i>Generic Title</i>
5T	Assistant Aircraft Technician
6T	Aircraft Technician
7T	Senior Aircraft Technician

- 8.2 Technicians will be strictly governed by the revised promotion criteria for Aircraft Technicians in grades 5T – 7T as explained in detail in **Appendix A** of this Agreement. In order for an Employee to be considered for upgrade or promotion to a higher grade, then the minimum job and grade requirements of that higher grade must be met as defined by Appendix A of this Agreement by that Employee. Any such upgrades or promotions are subject to budget and / or operational requirements and availability of vacancies.
- 8.3 It is the sole right of the Management of the Company to determine into which grade any new Employees will be classified and the Management will base their job evaluation and grading decision on fair and equitable job evaluation techniques. All future jobs will be graded and placed in the grading structure based upon the job evaluation system.

9. **Monthly Basic Salary Scales.-**

- 9.1 The monthly basic salary scales effective from **1st June, 2002** until 31st May, 2003 expressed in Sri Lankan Rupees (Rs.) per month are :

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	12,040	15,050	18,060
6 T	13,000	16,250	19,500
7 T	17,660	22,075	26,490

**This has been already implemented :**

- 9.2 The monthly basic salary scales will be adjusted by a fixed 10.0% effective from **1st June, 2003** until 31st May, 2004, and expressed in Sri Lankan Rupees (Rs.) per month are:

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	13,250	17,665	22,080
6 T	14,300	19,070	23,840
7 T	19,430	25,910	32,390

(The maximum of the scale has been adjusted by approximately 11% in keeping with the market maximum of each grade.)

**Employees will only be placed on this salary point, and will not be paid any arrears .**

- 9.3 The monthly basic salary scales will be adjusted by a fixed 10.0% effective from **1st June, 2004** until 31st May, 2005, and expressed in Sri Lankan Rupees (Rs.) per month are:

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	14,580	19,435	24,290
6 T	15,730	20,980	26,230
7 T	21,380	28,505	35,630

**Employees will only be placed on this salary point, and will not be paid any arrears .**

- 9.4 The monthly basic salary scales will all be increased by a fixed 10.0% effective from **1st June, 2005** until 31st May, 2006, and expressed in Sri Lankan Rupees (Rs.) per month are :

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	16,040	21,380	26,720
6 T	17,310	23,085	28,860
7 T	23,520	31,360	39,200

- 9.5 The monthly basic salary scales will all be increased by a fixed 10.0% effective from **1st June, 2006** until 31st May, 2007, and expressed in Sri Lankan Rupees (Rs.) per month are :

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	17,650	23,525	29,400
6 T	19,050	25,400	31,750
7 T	25,880	34,500	43,120

- 9.6 The monthly basic salary scales will all be increased by a fixed 10.0% effective from **1st June, 2007** until 31st May, 2008 and expressed in Sri Lankan Rupees (Rs.) per month are:

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
5 T	19,420	25,880	32,340
6 T	20,960	27,945	34,930
7 T	28,470	37,955	47,440

9.6a Under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit maximum basic salary of their grade. The employees already on personal differential allowances, their personal differentials will be totally/partially absorbed to the salary depending on the salary scale structure. Thereafter these personal differential allowances will not be increased, and nor will any new personal differential allowance be created.

9.7 PERSONAL DIFFERENTIAL ALLOWANCE

Personal differential allowance is considered for 13th month, EPF, ETF, Gratuity, Overtime and Attendance Incentive.

- 9.8 All new Employees who will be taken on the payroll of the Company subsequent to the date of signing this Agreement will normally start at the minimum of scale. However, the Management reserves the sole right to offer a commencing salary at a higher level than the minimum of scale depending upon merits as considered appropriate by the Management.

10. **Basic Salary Increases.-**

- 10.1 FIXED INCREMENT ON 1ST JUNE, 2002.- The actual individual monthly basic salaries as at 31st May, 2002 of all Employees covered by this Agreement will be increased by 7.0% effective from **1st June, 2002**. Thereafter there will be no further increases to actual individual monthly basic salaries during 2002. For the avoidance of doubt, this 7.0% increase effective from 1st June, 2002 will be based on actual individual basic salaries as existed on 31st May, 2002, which is after the annual increment that was paid on 1st April, 2002. (This has been already implemented).

- 10.2 ANNUAL MERIT INCREMENT ON 1ST APRIL, 2003.- The actual individual monthly basic salaries as at 31st March, 2003 of all Employees covered by this Agreement (except those under probation) will be increased by between 0.0% and 6.0% (which an average of 3.0%), depending upon individual performance, effective from 1st April, 2003 as the annual increment. If an individual Employee's salary point reaches the maximum of their basic salary scale, then the annual increment (or excess part) is not applicable, as under no circumstances may the monthly basic salary point of an Employee exceed the prescribed limit maximum basic salary of their grade. (This has been already implemented).

- 10.3 FIXED INCREMENT ON 1ST JUNE, 2003.- The actual individual monthly basic salaries as at 31st May, 2003 (after the Merit increase in April, 2003) of all employees covered by this Agreement will be adjusted by 10.0% effective from **1st June, 2003**. Thereafter there will be no further adjustments to actual individual monthly basic salaries during 2003. For the avoidance of doubt, this 10.0% increase effective from 1st June, 2003 will be based on actual individual basic salary point as existed on 31st May, 2003, which is after the annual increment that will be paid as per section 10.2 above 1st June, 2003.

**Employees will only be placed on this salary point, and will not be paid any arrears .**

- 10.4 ANNUAL MERIT INCREMENT ON 1ST JUNE, 2004.- The actual individual monthly basic salaries as at 31st May, 2004 of all Employees covered by this Agreement (except those under probation) will be adjusted by between 0.0% and 6.0% (with an average of 3.0%), depending upon individual performance, effective from **1st June, 2004** as the annual increment. If an individual Employee's salary point reaches the maximum of their basic salary scale, then the annual increment (or excess part) is not applicable, as under no circumstances may be monthly basic salary of an Employee exceed the prescribed limit maximum basic salary of their grade.

**Employees will only be placed on this salary point, and will not be paid any arrears.**

- 10.5 FIXED INCREMENT ON 1ST JUNE, 2004.- The actual individual monthly basic salaries as at 1st June, 2004 (after the Merit increase in June, 2004) of all Employees covered by this Agreement will be adjusted by 10.0% effective from **1st June, 2004**. Thereafter there will be no further increases to actual individual monthly basic salaries during 2004.

**Employees will only be placed on this salary point, and will not be paid any arrears.**

- 10.6 ANNUAL MERIT INCREMENT ON 1ST JUNE, 2005.-The actual individual monthly basic salaries as at 31st May, 2005 of all Employees covered by this Agreement (except those under probation) will be increased by between 0.0% and 6.0% (with an average of 3.0%), depending upon individual performance, effective from **1st June, 2005** as the annual increment. If an individual Employee is at (or will reach) the maximum of their basic salary scale, then the annual increment (or excess part) is not applicable, as under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit maximum basic salary of their grade.

10.7 FIXED INCREMENT ON 1ST JUNE, 2005.-The actual individual monthly basic salaries as at 1st June, 2005 (after the Merit increase in June, 2005) of all Employees covered by this Agreement will be increased by 10.0% effective from **1st June, 2005**. Thereafter there will be no further increases to actual individual monthly basic salaries during 2005.

10.8 ANNUAL MERIT INCREMENT ON 1ST JUNE, 2006.-The actual individual monthly basic salaries as at 31st May, 2006 of all Employees covered by this Agreement (except those under probation) will be increased by between 0.0% and 6.0% (with an average of 3.0%), depending upon individual performance, effective from **1st June, 2006** as the annual increment. If an individual Employee is at (or will reach) the maximum of their basic salary scale, then the annual increment (or excess part) is not applicable, as under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit maximum basic salary of their grade.

10.9 FIXED INCREMENT ON 1ST JUNE, 2006.-The actual individual monthly basic salaries as at 1st June, 2006. (after the Merit increase in June, 2006) of all Employees covered by this Agreement will be increased by 10.0% effective from **1st June, 2006**. Thereafter there will be no further increases to actual individual monthly basic salaries during 2006.

10.10 ANNUAL MERIT INCREMENT ON 1ST JUNE, 2007.-The actual individual monthly basic salaries as at 31st May, 2007 of all Employees covered by this Agreement (except those under probation) will be increased by between 0.0% and 6.0% (with an average of 3.0%), depending upon individual performance, effective from **1st June, 2007** as the annual increment. If an individual Employee is at (or will reach) the maximum of their basic salary scale, then the annual increment (or excess part) is not applicable, as under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit maximum basic salary of their grade.

10.11 FIXED INCREMENT ON 1ST JUNE, 2007.-The actual individual monthly basic salaries as at 1st June, 2007 (after the Merit increase in June, 2007) of all Employees covered by this Agreement will be increased by 10.0% effective from **1st June, 2007**. Thereafter there will be no further increases to actual individual monthly basic salaries during 2007.

#### 11. *Special Premium Allowance.-*

11.1 Effective from 1st April, 2005 the categories of Employees that are deemed by the Company to be eligible for monthly special premium allowance are as follows :

- (a) Senior Aircraft Technicians in grade 7T will receive Rs. 20,000 per month .
- (b) Aircraft Technicians in grade 6T will receive Rs. 15,500 per month .
- (c) Assistant Aircraft Technicians in grade 5T will receive no special premium allowance.

11.2 Thereafter, the monthly special premium allowance will be increased during the period of this agreement as given below:

Grade	W.e.f. 01.06.2006	W.e.f. 01.06.2007
7T	22,000	24,200
6T	17,050	18,760
5T	-	-

11.3 The Company reserves the sole right to consider introducing new monthly special premium allowances for other particular jobs or category of jobs not already listed above, or increasing existing monthly special premium allowances, if the Company feels that changing employment market conditions so dictate such a requirement for further or increased monthly special premium allowances. Likewise the Company reserves the sole right to consider reducing the monthly special premium allowances for new Employees in those category of jobs already listed above if the Company feels that changing employment market conditions so dictate such a requirement for reduction of monthly special premium allowances.

#### 12. *13th Month Incentive Payment.-*

12.1 A 13th month incentive payment may be payable each year in the end-December payroll as per the rules and regulations that are announced each year at the sole discretion of the Management of the Company to all Employees.

12.2 Subject to the rules and regulations announced as per Section 12.1 above, each Employee is eligible to receive any such 13th month incentive payment based upon their applicable monthly salary.

12.3 In the case of Technicians covered and bound by this Agreement, the applicable monthly salary for any 13th month incentive payment shall be a combination of monthly basic salary as defined in Section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in Section 11 of this Agreement.

12.4 The 13th month incentive payment is only paid to those Employees who have completed nine month of service and are still in current employment with the Company on the payment date in December. Where service on the payment date is less than one year but more than nine months, then a pro-rata 13th month incentive payment will be paid .

12.5 however, if employment has terminated prior to the payment due to retirement or due to contract expiry, then the Employee will still be eligible and a pro-rata payment will be made.

13. **Attendance Incentive Bonus.-**

13.1 Effective from 1st April, 2005, an attendance incentive bonus will be payable to Technicians based upon their individual attendance in the calendar year with payment based on the actual basic salary at the end of that calendar year on 31st December being made at the beginning of the subsequent calendar year split equally between the end-February and the end-March payrolls for tax -efficiency) depending upon the number of days of sickness leave and casual leave utilised during the calendar year as follows:

<i>Days of sickness / casual leave Unutilised in the calendar year</i>	<i>Attendance incentive bonus (calculated on basic salary only)</i>
18 or more	08 weeks
16 – 17 days	7.5 weeks
14 – 15 days	6.5 weeks
12 – 13 days	5.5 weeks
10 – 11 days	4.5 weeks
Less than 10 days	NIL

13.2 If an employee is marked as “unauthorised absence” then such days will also be included with the days of sickness leave and casual leave utilised for the purposes, of calculating eligibility for this attendance incentive bonus.

13.3 For the avoidance of doubt, in the case of Technicians covered and bound by this Agreement, the applicable Monthly salary for any annual attendance bonus shall be monthly basic salary only as defined in Section 9 of this Agreement (but excluding any applicable personal differential allowance and excluding any applicable monthly special premium allowance as defined in Section 11 of this Agreement.

14. **All other Allowances.-**

14.1 LONG - SERVICE ALLOWANCE.- When an employee in grades 5T – 7 T has completed at least 10 years of continuous service but less than 15 years of continuous service, then they will receive a long-service allowance of Rs. 500 per month. Likewise, when an employee in grades 5 T–7 T has completed 15 years of continuous service, then they will receive a long-service allowance of Rs. 750 per month. For the avoidance of doubt, these long-service allowances are not considered to be part of basic salary, but are separate stand-alone allowances intended to reward long-service. These allowances only apply to grades 5 T–7 T inclusive and equivalent parallel grades.

14.2 REGULAR SHIFT ALLOWANCE .- All Technicians covered by this Agreement who are on rostered shift patterns will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (Rs.) per shift of :

<i>Grades</i>	<i>At least 6 but less than 10 hours</i>	<i>10 or more hours</i>
5 T–7 T	Rs. 60 per shift	Rs. 90 per shift

This daily shift allowance applies to all types of shift work patterns and is based upon the scheduled rostered working hours (excluding breaks) of the shift, regardless of the pattern of shifts (including early shifts and night shifts). This daily shift allowance is only paid if either the rostered shift is worked in full (or substituted by company-provided training) or during annual leave based on notional shifts, but this daily shift allowance is not paid during sick leave or casual leave or any other type of leave of absence. If an employee is also required to work a full additional shift (of 6 hours or more) as overtime then the shift allowance will be paid as well as any applicable overtime payments. The normal core office hours of 08.15 –16.45 on Mondays – Fridays inclusive is regarded as the regular day pattern, and is not a rostered shift pattern.

Shift allowances earned in one calendar month will be paid in the payroll at the end of the subsequent calendar month.

In exceptional circumstances, Employees may swap shifts with each other by mutual consent and with the prior written approval from the Manager (or Supervisor or Authorised Officer) on a case-by-case basis, subject to the shifts being swapped being identical in working hours, and maximum of three swaps per person per month.



- 14.3 PEAK-SHIFT ALLOWANCE.- In order to improve productivity, the intention of the Company is to introduce a supplemental peak shift to handle higher workloads and produce greater productivity, and the Company will determine how many staff are needed on this shift based upon operational requirements. This peak shift will possibly be a night shift of about 8 working hours in duration (with a possible pattern of 5 on, 2 off) but the final plans have yet to be determined. All staff will be given the opportunity to volunteer to be rostered on this peak shift, and the Company will normally accept just those volunteers who are conveniently close to a major but transportation route, to optimise the efficiency of providing additional transportation. If an employee does not live near to what the Company determines is a major transport route, but still wishes to volunteer for the peak shift, then they may do so but will have to be responsible for their own transport arrangements.

If an employee works one such “peak” night shift, then they will receive an additional peak shift allowance of Rs. 200 per shift actually worked, in addition to the normal shift payment described in Section 14.2 earlier. Recall that shift allowances earned in one calendar month will be paid in the payroll at the end of the subsequent calendar month.

- 14.4 LAUNDRY ALLOWANCE.- Effective from 1st April, 2005, all Employees in grades 5 T – 7 T inclusive, who are required to wear a uniform full-time will receive Rs. 250 per month as a monthly laundry allowance to assist them in keeping their uniforms clean. This laundry allowance is intended to reimburse expenses to the Employee by paying part of their uniform cleaning bills and is intended as a subsidy rather than payment in-full of all laundry expenses.

This payment will immediately cease if any staff is presently getting this allowance, in spite of the fact that their uniforms have been withdrawn.

- 14.5 TEA ALLOWANCE.- Effective from 1st April, 2005, the monthly tea allowance for Technicians in Grades 5 T–7 T will be Rs. 200 per month.

- 14.6 WARM-CLOTHING ALLOWANCE.- The warm-clothing allowance for Technicians in Grades 5 T-7 T who are required to perform duty-travel to overseas locations where warm-clothing is deemed necessary is US\$ 150 every five years.

- 14.7 APPROVAL ALLOWANCES.- A detailed summary of all approval types and associated approval allowance payments that apply to locally employed permanent Technicians in Grades 5 T–7 T inclusive is provided in **Appendix B** to this Agreement.

The Company has the sold right to determine the number of Technicians who are required to have approval types to meet operational requirements for aircraft of both SriLankan and other airlines certified by SriLankan.

The underlying intention and philosophy of the Company is to pay a monthly approval allowance of Rs. 8,000, regardless of aircraft-type for each recognised and required full approval-type to any Technician who holds a recognised approval-type and is required to utilise that approval as part of their regular working duties on an aircraft that is part of the SriLankan fleet.

This same underlying philosophy of Rs. 8,000 per month per approval-type has also been used as the underlying philosophy in determining other types of license pay or approval pay on a relative pro-rata basis for other types of certifications and approvals.

Where the approval-type relates to a current approval on an aircraft that is in operation in the SriLankan fleet at the time of payment, then 100% of the relevant approval allowance shall be paid. However, such payment shall immediately cease to be payable if and when an aircraft type ceases to be in operation in the SriLankan fleet.

The Company may, if future business plans so determine, choose to phase-in or phase-out any other aircraft types at its sole discretion, and payment of approval allowances will apply in accordance with such phase-in and pahse-out.

Likewise, payment of approval allowance shall immediately cease to be payable if and when the approval held by the Technician is no longer current or the validity of their approval expires.

Where the approval-type relates to a current approval on an aircraft that is in operation of another airline for whom SriLankan provides certification (but not in operation in the SriLankan fleet) at the time of payment, then 50% of the relevant approval allowance shall be paid. However, such payment shall immediately cease to be payable if and when an aircraft type ceases to be maintained for the other airline by SriLankan. Likewise, such payment shall immediately cease to be payable if and when the Technician is no longer current or the validity of their approval expires.

The overall cumulative maximum monthly approval allowance that an individual Technician may receive in any one month shall be Rs. 64,000 per month.

14.8 TRANSPORTATION ALLOWANCE.- There is no transportation allowance for Technicians in Grades 5 T-7 T inclusive. However, the company-provided bus transport system will be offered free of charge to all Technicians in Grades 5 T-7 T who wish to use the bus system as per the existing route structure.

14.9 JOB-RELATED ASSIGNMENT ALLOWANCES.- From time-to-time the Company may assign an Employee to perform additional duties, additional to their normal job activities as judged by the Company. Such assignments are of a temporary nature only and may be ceased at any time at the sole discretion of the Company, and such allowances will only apply whilst the criteria for eligibility are met in full. Where such assignments are made as listed below, an additional assignment allowance (to be determined by the Company on the basis of the nature of the additional assignment) will be paid each month during the period of such active assignment.

The following assignment allowances will apply on a job-related basis to applicable qualified Technicians in Grade 5T-7T:

- (a) The **apron driving allowance** for all staff who are regularly required to use a current and valid apron driving permit (excluding those who are designated and/or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving duty) will be Rs. 500 per month.
- (b) The **apron driving allowance** for all staff who are occasionally required to use a current and valid apron driving permit (excluding those who are designated and/or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving duty) will be Rs. 250 per month.
- (c) The **tool box allowance** for staff required to keep maintained their own box of tools (which they can purchase from the Company by salary deductions) will be Rs. 1,750 per month effective from 1st April, 2005.

14.10 OVERTIME FOR FLYING SPANNER DUTIES.- It is agreed that on occasions a Technician may be required to perform flying spanner duties by working extra overtime hours (either to extend a normal rostered working day or by working on a day-off), whereby they accompany an aircraft for the purposes of certification of that aircraft at an overseas on-line station. In these cases when a Technician works overtime hours to perform flying spanner duties, they shall receive overtime payments for actual overtime hours performed.

Calculation of hours worked for overtime purposes will commence at initial chocks-off in Colombo, and will finish at the final chocks-on back in Colombo. Actual qualifying time will then be rounded down or up to the nearest full hour. However, if the Technician is away from the aircraft (either whilst on a layover during a hotel stay away from Sri Lanka, or whilst the aircraft is grounded for any reason at the overseas destination), then the calculation of actual working hours ceases from the time the Technician leaves the aircraft at the overseas destination until returning to duty at the aircraft at the overseas destination.

14.11 MEAL ALLOWANCE AS A FLYING SPANNER.- When a Technician goes on duty as a flying spanner (both on a normal rostered working day, and on a day-off), meal allowances will be paid as follows:

<i>Allowance</i>	<i>Payment</i>	<i>Timing</i>
Breakfast	US\$ 20.00	07.30 - 08.30
Lunch	US\$ 20.00	12.30 - 13.30
Dinner	US\$ 20.00	19.30 - 20.30

All time schedules for applicability of meal allowances as listed above are shown in local times (LT). Technicians will be eligible for these meal allowances commencing one hour before scheduled departure and finishing half an hour after actual time of arrival.

In addition to meal allowances, for a flight departing from or returning to Colombo where an overnight stay is required at an overseas slip location in hotel whilst on-duty as a flying spanner, then a nightstop allowance will be paid as follows:

<i>Night-stop</i>		
6T - 7T	US\$ 18.00	On-duty at 00.01 and layover included
5T	US\$ 15.00	On-duty at 00.01 and layover included

14.12 OTHER ALLOWANCES.- There are no other allowances or payments that apply to Employees who are locally employed in Grades 5T-7T inclusive of the Technicians grade structure other than those listed in this Agreement.

14.13 All salary and allowance adjustments / increases will come into effect only from the date of signing of this agreement. No arrears will be paid for past periods.

15. **Income Tax and Statutory Deductions.-**

- 15.1 It is agreed by all parties that the individual Employee is at all times fully responsible for their own income tax liabilities and payments and for payment of any other statutory Employee contributions and deductions.
- 15.2 There will be no income tax subsidies or rebates or payments by the Company of any kind for any Employee of the Company.

16. **Uniforms.-**

- 16.1 Employees who are required to wear a uniform during duty hours must do so, and the Employee must ensure that the uniform is worn in compliance with the standards set by the Company. Uniforms will be issued according to Company requirements and regulations (and all Technicians will be provided with 5 sets of uniforms per annum). Uniforms will remain at all times the property of the Company. All uniforms are issued by the Company free of charge. Employees are fully responsible for keeping their uniform clean, presentable and in good condition at all times.
- 16.2 The Company will provide appropriate safety clothing and equipment for all Employees performing loading duties or other hazardous activities on the ramp or in the cargo-warehouse.

17. **Letters of Appointment.-**

- 17.1 Upon successfully completing a medical examination conducted by a registered medical practitioner recognised / nominated by the Company, and upon successfully completing all other pre-employment formalities, each newly appointed Employee shall be issued with a letter of appointment in duplicate. Both parties will be required to sign this letter, and a copy shall be kept by each party for their individual records.
- 17.2 This letter of appointment shall state, inter-alia, the job title, grade, salary, and other terms and conditions of employment, including the probationary period. It will also state that the Employee concerned will only be confirmed in their employment after the satisfactory completion of the necessary probation period.

18. **Probationary Period on Joining.-** For new Employees the period of probation on joining the Company is **six months**. Employment may be terminated by either party at any time during the period of probation without notice and without any reason in accordance with the provisions of the applicable Labour Laws of Sri Lanka.

19. **Notice Period for Termination of Employment.-** For all Employees (except Employees under probation) the period of notice to terminate employment is **one month** for all Technicians in Grades 5T-7T inclusive from either party.

20. **Working Hours.-**

- 20.1 The standard working week of the Company in Sri Lanka is 40 working hours (excluding breaks) per week and may be day work, split or rotating shift. The standard regular day pattern is composed of 5 working days, with 2 days-off per week. Consequently a standard working day is therefore defined as 8 working hours (excluding breaks). For example, the current regular working pattern is as follows (but the Company may change this pattern at its reasonable discretion):

*Regular Day Pattern:*

- \* work time of regular day pattern of 08.15 – 16.45
- \* elapsed length of 8 hours and 30 minutes
- \* contains one break of 30 minutes
- \* hence actual working hours are exactly 8 hours
- \* pattern is normally 5-on and 2-off
- \* this equates to 40.0 working hours per 7 day cycle

- 20.2 Alternatively for Employees on a 28-day roster cycle, standard working hours are expressed as 160 working hours (excluding breaks) per 28-day roster cycle. For such Employees on a 28-day roster cycle, the working cycle is normally composed of no more than 20 working days, and no less than 8 rostered days-off per 28-day cycle. Regardless of the type of roster, a standard working day is always defined as 8 working hours (excluding breaks).

21. **Rosters.-**

- 21.1 All rosters will be constructed at the reasonable discretion of the Company in accordance with operational requirements after appropriate discussion and consultation with the SAATA. However the Company reserves the right to change the starting /

finishing times for operational reasons as and when reasonably necessary. It is the sole right of the Company to determine the times, methods and manner of working, the introduction of technical improvements, the decision to modify, extend, curtail or cease operations, and all safety aspects of operations.

- 21.2 The Company may exercise reasonable discretion to determine when, where and how an Employee is detailed to work (including multi-asking), or to transfer an Employee from one function or location to another.
- 21.3 All rosters will be constructed so that actual working hours per week (excluding breaks) are 40 working hours per week, or 160 working hours per 28 day roster cycle. As one illustrative example (but this is not an exhaustive list of all possible shift types):

**Base Shift Pattern**

- \* day shift time of 08.00 – 19.25
- \* elapsed length of 11 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 10 hours and 25 minutes
- \* night shift time of 19.00 – 08.25
- \* elapsed length of 13 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 12 hours and 25 minutes
- \* pattern is normally 1-day plus 1-night plus 2-off, repeated 7 times in a 28 day roster
- \* this equates to a total of 159 hours and 50 minutes per 28 day cycle

**22. Overtime Pay.-**

- 22.1 As the aviation industry operates on a twenty-four hour cycle it is recognised that all Employees may on occasions be required to work additional hours beyond 40 working hours (excluding breaks) per week as and when requested by the Company to do so. An Employee if requested to work overtime shall not normally refuse overtime (except for reasons of sickness). Failure to accept a reasonable request to perform overtime by an Employee without a valid excuse shall amount to misconduct. All such requests from the Company for overtime to be worked will be in accordance with Labour Law requirements.
- 22.2 All Technicians in grades 5T-7T inclusive are eligible to claim overtime payments on a weekly basis related to hours worked beyond 40 hours per week (excluding breaks), as well as for all overtime hours worked on a rostered day-off or public holiday. All overtime must be approved in advance.
- 22.3 Wherever overtime is worked then payment per hour of overtime worked will be as follows:
- \* overtime to extend a working-day ... 150% of the normal applicable hourly salary
  - \* overtime on a day-off or rest-day ... 150% of the normal applicable hourly salary
  - \* overtime on a statutory holiday ... 200% of the normal applicable hourly salary

However, on occasion when it is deemed possible at the discretion of the Company, then instead of payment for overtime, time-off-in-lieu will be granted.

22.3a Work performed by an employee on a Poya day will be remunerated at the rate of 150% of the normal applicable hourly rate of payment.

- 22.4 When an Employee is called-in to perform overtime on a day-off or rest-day, then a minimum of four hours overtime work will be granted (and for the avoidance of doubt this minimum of four hours overtime does not apply to overtime to extend a working day).
- 22.5 The normal applicable hourly salary rate is calculated by dividing the applicable monthly salary by 240 as per Labour Law.
- 22.6 In the case of Technicians covered and bound by this Agreement, the applicable monthly salary for determining the applicable hourly salary shall be a combination of monthly basic salary as defined in Section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in Section 11 of this Agreement.

23. **Productivity.**—All parties have agreed in principle that they will fully co-operate together to achieve the productivity goals of the Company. This co-operation will extend to improving efficiency through productive and flexible rosters, improved work practices and reduced absenteeism. The Company will conduct appropriate training for SAATA and all Employees on productivity issues and other related topics.

**24. Leave Entitlements.—**

- 24.1 LEAVE SYSTEM FOR ALL TYPES OF LEAVE EXPRESSED IN WORKING DAYS.—For all Technicians in grades 5T-7T inclusive, all leave will be debited on the basis of 1.00 working day debit for each duty-day of leave regardless of the length of shift pattern actually worked. Hence for Technicians in grades 5T-7T inclusive, all leave will simply be debited as :

- \* 1.00 working day for the normal "8 hour shift"
- \* 1.00 working day for the longer "12 hour shift"
- \* 1.00 working day for the any shift regardless of shift length

However, all parties to this Agreement agree in principle to hold detailed discussions after finalisation of the CBA at some stage in the subsequent year to discuss the method of debiting leave for Technicians, as the Company wishes to implement a fair and equitable system for debiting of leave for all employees.

The desire of the Company is that all leave debiting should be based on the underlying concept that one working day is defined as 8.0 working hours (excluding breaks) as detailed in **Appendix C** to this Agreement.

- 24.2 ANNUAL LEAVE.— For all Technicians in grades 5T-7T inclusive, the paid annual leave entitlement per calendar year is either 14 working days for staff on the regular day pattern, or 18 days to be taken as 9 calendar days in one block plus 9 working days for staff on variable shift rosters. The entitlement to annual leave applies to the calendar year. Each Employee is required to utilise at least 50% of their annual leave entitlement in one continuous block, and this period will be defined as the annual long-leave block. Annual leave not utilised in one year may be rolled-over to the next year only, but may not be encashed if unused.

For all Technicians in grades 5T-7T, the debit system of annual leave will be based on the rule that one working day annual leave is defined as one duty-day regardless of actual working hours as detailed in section 24.1 in this Agreement.

- 24.3 CASUAL LEAVE. – For all Technicians in grades 5T-7T inclusive, the paid casual leave entitlement per calendar year is 7 working days for all staff regardless of shift pattern. The entitlement to casual leave applies to the calendar year. Casual leave not utilised in one year may not be rolled-over, and nor may it be encashed if unused.

For all Technicians in grades 5T-7T, inclusive, the debit system of casual leave will be based on the rule that one working day of casual leave is defined as duty-day regardless of actual working hours as detailed in section 24.1 in this Agreement.

- 24.4 LEAVE FOR ACCIDENTS OCCURRING WHILST ON DUTY . – In the event of an accident whilst on duty which renders the Employee unable to perform their duties, then subject to approved medical certification by the Company Medical Officer (CMO) and after evaluation by the Safety Section, paid accident leave of up to 3 calendar months may be granted by the Company.

This paid accident leave will be paid on the basis of a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement. However, if there are any payments under the accident insurance policy (as defined in section 30 later) then such insurance payments will be deducted from the accident leave pay to be paid by the Company.

At the discretion of the Company, accident leave may be extended beyond 3 calendar months based upon a medical review by a specialist doctor and the Company Medical Officer (CMO), and will normally continue to be paid. However in no circumstances will the Company extend the total leave for accident whilst on duty beyond 9 calendar months in total.

In this context if an accident occurs whilst travelling from residence to work or vice-versa, then such an accident will be treated in accordance with this section as an accident whilst on duty, only in instances where staff meet with an accident whilst travelling in Company transport. In the event of staff meeting with an accident whilst travelling in a vehicle, which is not a Company transport, then the compensation will be made under Accident Insurance (Clause 30) or Workmen's Compensation (Clause 34) as determined by the Manager Insurance.

During any approved period of accident leave, all reasonable associated medical expenses will be borne in full by the Company after appropriate evaluation by the Company Medical Officer (CMO). Such accident medical expenses are to be treated separately and outside from the normal limits of the medical benefits scheme detailed in Section 29 of this Agreement.

- 24.5 TWO-YEARS NO-PAY LEAVE.— The Company will permit a period of up to two-years no-pay leave for the following purposes:

- (a) To pursue further training or a course of studies where such training or course of studies is relevant to the field of work in which the Employee is engaged, provided that the Departmental Manager recommends that the Employee can be released for the period of no-pay leave without replacement, and the Chief Executive Officer approves the recommendation.
- (b) For any other reasonable purpose, including overseas employment (but not for employment in Sri Lanka), if the Departmental Manager recommends that the Employee can be released for the period of no-pay leave without replacement, and the Chief Executive Officer approves the recommendation.

A maximum of 4 Technicians in permanent employment in grades 5T-7T inclusive will be permitted at any one time to be on no-pay leave as per the conditions of this Section. In order to be considered for no-pay leave, an Employee must have completed



at least ten years of continuous service with the Company, and consideration for such no-pay leave will only be given once per employment lifetime per Employee.

During the period of no-pay leave, all benefits will be suspended as per the rules and regulations governing this policy for up to two-years no-pay leave. Also the period of no-pay leave will not be considered as being part of active service.

The maximum period of no-pay leave is two years, and under no circumstances will extensions be considered. Whilst on no-pay leave, the Employee will be required to sign a bond to the Company as per the rules and regulations governing this policy for up to two-years no-pay leave.

24.6. SICK LEAVE.- The sick leave eligibility for all Employees in Grades 5T-7T covered and bound by this Agreement is up to 14 working days of paid sick leave per calendar year. In exceptional circumstances, subject to the approval by the Company Medical Officer (CMO), additional unpaid sick leave of up to a further 90 calendar days may be granted.

For the purposes of calculating sick leave debits for Employees on the normal 8 hour day pattern, each 8 hour working day that they are sick is debited simply as 1 working day of sick leave.

For the purposes of calculating sick leave debits in working days for Employees on rostered shift patterns, the following procedure will apply;

- (a) First, the total period of sickness will be determined in calendar days, and this total period will commence from the time that the Employee reports sick and will end at the time that the Employee reports fit. If this total period includes any rostered days-off then those days-off will also be fully included in this total period of sickness in calendar days.
- (b) Second, regardless of shift-type or shift-length in working hours, a pro-rata number of days-off will be deducted from this total period of sickness to aid the conversion of sick leave from calendar days to working days (based on the underlying philosophy for the regular day pattern that 7 calendar days equates to 5 working days). Thus the number of working days of sick leave that will be debited will be calculated as per the table below:

<i>Full Period of Sickness</i>	<i>Less Pro-Rata Days-Off</i>	<i>Debited Working Days</i>
1 calendar day	nil	debit as 1 working day
2 calendar days	nil	debit as 2 working days
3 calendar days	less 1 day-off	debit as 2 working days
4 calendar days	less 1 day-off	debit as 3 working days
5 calendar days	less 1 day-off	debit as 4 working days
6 calendar days	less 2 days-off	debit as 4 working days
7 calendar days	less 2 days-off	debit as 5 working days
8 calendar days	less 2 days-off	debit as 6 working days
9 calendar days	less 2 days-off	debit as 7 working days
10 calendar days	less 3 days-off	debit as 7 working days
11 calendar days	less 3 days-off	debit as 8 working days
12 calendar days	less 3 days-off	debit as 9 working days
13 calendar days	less 4 days-off	debit as 9 working days
14 calendar days	less 4 days-off	debit as 10 working days
15 calendar days	less 4 days-off	debit as 11 working days
16 calendar days	less 4 days-off	debit as 12 working days
17 calendar days	less 5 days-off	debit as 12 working days
18 calendar days	less 5 days-off	debit as 13 working days
19 calendar days	less 5 days-off	debit as 14 working days

- (c) Notice therefore that this above method of determining the debit for sick leave in working days is irrespective of the length of the underlying rostered working day.

Any sick leave not utilised in one year may not be rolled-over and may not be accumulated. Nor may unutilised sick leave be encashed.

24.7 SICK LEAVE CERTIFICATION:- On the first day of any illness it is the duty of the Employee to inform the Company of their absence due to sickness, the nature of their illness, and the expected duration of their absence.

On the first three occasions of sickness per annum, the first two days of sickness per occasion may be un certified, but for each period of sickness exceeding two days an Employee is required to submit a medical certificate. On the fourth and subsequent occasion of sickness per annum a medical certificate is always required.

On the first three occasions of sickness per annum, if a medical certificate is required then it will be accepted from any recognized doctor. On the fourth and subsequent occasion of sickness per annum, only medical certificates issued by one of the doctors on the specified list of a panel of doctors will be accepted.

In areas of Sri Lanka where there is no appointed doctor on the panel of doctors reasonably accessible to the employee, the Company will accept medical certificates from any registered medical practitioner in that area. But in cases where the Company has reasonable doubt over the authenticity or credibility of a particular doctor, then the Company reserves the right to reject medical certificates from such doctors after prior advice to employees.

The SAATA recognize and agree that wherever practically possible, all employees who need to take sick leave will provide prior notification and apply for such leave as much as possible in advance, unless the reason for the absence is one which could not have been foreseen.

- 24.8. **MATERNITY LEAVE.**— All female Employees company-wide are entitled to 84 paid working days maternity leave for the first two children, then 42 paid working days for the third child onwards. This maternity leave will be paid on the basis of a combination of monthly basic salary as defined in section 09 of this agreement plus any applicable personal differential allowance of this Agreement plus any applicable monthly special premium allowance as defined in section 11 of this Agreement. When a rostered female Employee goes onto maternity leave, then they should be taken off their usual roster and be placed instead on a regular day pattern (of 5 working days per calendar week), and then maternity leave debits in working days should be debited accordingly based upon the usual regular day pattern of 5 working days per calendar week. Thus 84 working days is one day short of 17 calendar weeks.

- 24.9 **STATUTORY AND POYA HOLIDAYS.**— All Technicians in grades 5T-7T inclusive are entitled to 8 statutory holidays per annum. If an Employee is required to work on a statutory holiday then overtime payments will be made, or wherever possible ( at the discretion of the Company) an alternative day-off, in lieu will be granted. If a statutory holiday falls on a rest-day or day off, then wherever possible (at the discretion of the Company) an alternative day-off will be granted, or a flat 8 hours of overtime will be paid.

All Technicians in grades 5T-7T inclusive are entitled to poya days as declared each year. If an Employee is required to work on a poya day then payments will be made accordingly (and there is no option of an alternative day-off-on lieu). If a poya holiday falls on a rest-day or day-off, then no alternative day-off will be granted (as per Labor Law).

If any statutory holiday and/or poya day falls during the annual long-leave block, then that statutory holiday and/or poya day will not be recorded or debited as part of annual leave.

25. **Retirement Age.**— The retirement age of all Employees will be 55 years for all Employees employed by the Company in Sri Lanka. For all intents and purposes including the purpose of retirement, the date of birth given by the Employee at the time of appointment shall be the sole and conclusive date of their birth.

26. **Employee Provident Fund (EPF).**—

- 26.1 Contributions to the Central Government Employee Provident Fund (EPF) are mandatory for all Employees covered by this Agreement.
- 26.2 For locally employed Employees, the Company contribution rate shall be 15.0% of eligible monthly salary, and the Employee contribution rate shall be 10.0% of eligible monthly salary.
- 26.3 For the purposes of EPF contributions, eligible monthly salary for all Employees covered by this Agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

27. **Employee Trust Fund (ETF).**—

- 27.1 Contributions to the Central Government Employee Trust Fund (ETF) are mandatory for all Employees covered by this Agreement.
- 27.2 For locally employed Employees the Company contribution rate shall be 3.0% of eligible monthly salary, and is non-contributory for the Employee.
- 27.3 For the purposes of ETF contributions, eligible monthly salary for all Employees covered by this Agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

28. **End - of - Service Gratuity.-**

- 28.1 All locally employed Employees are entitled to end-of-service gratuity benefits provided they complete five continuous years of service with the Company. No gratuity is payable if the Employee does less than five completed years of continuous service. Nor is any gratuity payable if the Employee has their services terminated for reasons of fraud, negligence or misconduct. The gratuity payment shall be in accordance with the Gratuity Act, No. 12 of 1983.
- 28.2 The end-of-service gratuity is 0.5 months of applicable salary for each completed year of service, and the applicable monthly salary is the final salary in issue on the last day of service which shall be used to determine the full amount of the gratuity payable.
- 28.3 The applicable monthly salary for all Employees covered by this Agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

29. **Medical Benefits Scheme.-**

- 29.1 All locally employed Employees are covered by Category "B" medical benefits scheme which apply to all Technicians in grades 5T-7T and equivalent parallel grades, subject to the terms and conditions and exclusions of the medical benefits scheme as described in the medical benefits handbook, which may be amended at any time at the discretion of the Company.
- 29.2 The medical benefits scheme covers the Employee and Family, where Family coverage is defined to be for spouse and unlimited children who are unmarried and upto their 21st birthday (or 23rd birthday if still in full-time education).
- 29.3 Contributions per person covered are:
- |              |   |   |
|--------------|---|---|
| (a) Employee | - | 1.00% of actual individual monthly basic salary |
| (b) Spouse   | - | 0.75% of actual individual monthly basic salary |
| (c) Child    | - | 0.50% of actual individual monthly basic salary |

However, the maximum contribution per person covered is Rs. 100 per month except for staff who are less than 10 years in service, staff has to pay an additional of Rs. 50 per month per family. Due to this additional payment of Rs. 50 per month, there will be no change to the current Hospitalisation package.

- 29.4 The main benefits of the medical scheme for all Technicians are as follows:

- (i) COMPANY CLINIC BENEFITS.- The Employee only (and not Family dependants) may use the company clinic free of use without limit, and all medicines from the clinic are free-of-charge for the Employee.
- (ii) PANEL OF DOCTORS.- The Employee and Family dependants may get consultations free-of-charge from the specified list of a panel of doctors, but any medicines from this panel of doctors is deducted from the limit for out-patient benefits.
- (iii) OUT-PATIENT TREATMENT.- For an Employee with less than ten years of completed continuous service, the coverage for out-patient treatment is an annual overall total of Rs. 2,000 per annum per Family.  
For an Employee with more than ten years of completed continuous service, the coverage for out-patient treatment is upto 20 times the monthly contribution per annum per person covered.  
Thus maximum benefits for Employees are upto Rs. 2,000 per person per annum.  
Benefits of one Family member may be used by another covered Family member.

However any high-cost special investigations performed as an out-patient would be fully reimbursed by deducting instead from the limit for in-patient benefits.

- (iv) DENTAL CARE.- Included in the limit for out-patient benefits are treatments for dental care. This includes consultations free-of-charge from the Company-appointed dentist for the Employee and Family members, but any medicines and any costs of procedures will be deducted from the limit for out-patient benefits.
- (v) IN PATIENT TREATMENT.-

Coverage for in-Patient treatment including hospitalisation is upto 800 times the monthly contribution per annum per Employee covered. Thus the maximum in patient benefits for Employees are upto Rs. 80,000 per Employee per annum.

Coverage for Family members (spouse and children) is 800 times the monthly contribution for the spouse per annum and 600 times the monthly contribution per child covered per annum. The benefits of one Family member may be used by another covered Family member after appropriate medical evaluation by the Company Medical Officer (CMO).

For an Employee (and their Family) with less than ten years of completed continuous service, all in - patient bills are reimbursed at 80% within the limit for in - patient benefits.

For an Employee (and their Family) with more than ten years of completed continuous Service, all in - patient bills are reimbursed at 100% in full within the limit for in - patient benefits.

However if the hospitalisation is in a Government Hospital, then a supplemental allowance of Rs. 150 per day is paid for each day of such hospitalisation, and the cost of drugs and required investigations that are not available in the hospital will be paid upto the specified limits.

(vi) *Maternity Benefits for Normal Births:*

A reimbursement of upto Rs. 3,500 for maternity expenses will be made to the Employee or their spouse for the first two births if the hospitalisation is in a government hospital.

A reimbursement of upto Rs. 7,000 for maternity expenses will be made to the Employee or their spouse for the first two births if the hospitalisation is in a private hospital.

(vii) *Optical Care:*

Coverage for optical care benefits is Rs. 2,500 every two years for each person covered, which provides 100% full reimbursement for approved spectacles frames and lenses within this limit. Benefits of one family member may not be used by another covered Family member.

(viii) *Medical Screening:*

As an additional benefit, an annual medical screening of the Employee only for an Employee who is either age 40 or above or who is deemed to be working in a vulnerable environment (and not Family dependants) is performed free - of - charge at the Sri Jayawardenapura Hospital or the Nawaloka Hospital.

(ix) *Cholesterol Test :*

For Technicians in 5T - 7T, the age limit of conducting the Cholesterol Test with the annual medical screening, has been reduced to 30 years from 40 years. This will be done on the request of the employee, and the Company Medical Officer will make the decision of allowing employees in grade 5T - 7T to undergo the test on case by case basis.

29.5 The Company is firmly committed to improving safety and to ensuring that safe work practices are in place to protect its employees, its customers and its equipment, and committed to an increased focus in this important area of safety and to providing the necessary training and awareness to all Employees, including advice on regular medical check - ups and advice on proper nourishment as prescribed by industrial medicine qualified doctors.

30. ***Accident Insurance Benefits.-***

30.1 All locally employed Employees are insured by the Company through an existing insurance policy with the Sri Lanka Insurance Corporation Limited under a very comprehensive “Group Personal Accident / Illness and Travel Policy”, for a capital sum insured of 84 months applicable salary, subject to the terms and conditions and exclusions governing the policy. This policy may be amended at any time at the discretion of the Company, in consultation with the insurer.

30.2 For the purposes of this “Group Personal / Accident and Travel Policy”, applicable monthly salary for all Employees covered by this agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

30.3 The global coverage which operates 24 hours per day for accident insurance benefits is as follows :

(i) *Death:*

Coverage for death from an accident is 100% of the capital sum- insured of 84 months applicable salary.

(ii) *Permanent Total Disablement:*

Coverage for permanent total disablement resulting from an accident is 100% of the capital sum- insured of 84 months applicable salary.

(iii) *Permanent Partial Disablement:*

Coverage for permanent partial disablement resulting from an accident is 100% of the capital sum insured of 84 months applicable salary only for specific purposes of :

- \* total and irrecoverable loss of sight of both eyes
- \* total and irrecoverable loss of sight of one eye
- \* loss of two or more limbs
- \* loss of one limb

(iv) *Temporary Total Disablement:*

Coverage for temporary total disablement resulting from an accident is :

- \* 0.6% of capital sum - insured (of 84 months applicable salary) per week
- \* subject to a maximum of 100% of average weekly salary

In nearly all cases, the maximum limit of average weekly salary per week (100%) comes into effect (as 0.6% of sum insured is 0.6% of 84 months, which is 0.5 months salary per week, so the maximum of 100% of weekly wage is normally triggered).

This temporary total disablement insurance starts after 14 days, and continues thereafter until 104 weeks. Thus the first 14 days is covered by Company policy for sick leave, and then this insurance comes into effect for temporary total disablement.

(v) *Temporary partial Disablement:*

There is no coverage for temporary partial disablement resulting from an accident.

31. ***Illness Insurance Benefits.-***

31.1 All locally employed Employees are insured by the Company through an existing insurance policy under a very comprehensive "Group Personal Accident / Illness and Travel Policy", for a capital-sum insured of 84 months applicable salary, subject to the terms and conditions and exclusions governing the policy. This policy may be amended at any time at the discretion of the Company.

31.2 For the purposes of this "Group Personal / Accident and Travel Policy", applicable monthly salary for all Employees covered by this Agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

31.3 The global coverage which operates 24-hours per day for illness insurance benefits is as follows :

(i) *Death:*

There is no coverage for death from an illness. However, whilst death from illness is not covered, it is instead covered by a scheme that provides benefits in the event of death due to natural causes (including illness) as described in section 32 of this Agreement.

(ii) *Permanent Total Disablement:*

Coverage for permanent total disablement by paralysis from an illness is 100% of the capital sum-insured of 84 months applicable salary.

(iii) *Permanent Partial Disablement:*

Coverage for permanent partial disablement resulting from an illness of any kind is 100% of the capital sum-insured of 84 months applicable salary only for the specific purpose of total and irrecoverable loss of sight of both eyes.

(iv) *Temporary Total Disablement:*

Coverage for temporary total disablement resulting from an illness is :

- \* 0.6% of capital sum-insured (of 84 months applicable salary) per week
- \* subject to a maximum of 75% of average weekly salary.

In nearly all cases, the maximum limit of average weekly salary per week (75%) comes into effect (as 0.6% of sum-insured is 0.6% of 84 months, which is 0.5 months salary per week, so the maximum of 75% of weekly wage is normally triggered).

This temporary total disablement insurance starts after 14 days, and continues thereafter until 104 weeks. Thus the first 14 days of a major illness is covered by Company policy for sick leave, and then this insurance comes into effect for temporary total disablement.

The insurance payment will come into effect only if the employee is placed on no-pay leave.

(v) *Temporary Partial Disablement:*

There is no coverage for temporary partial disablement resulting from an illness.

32. ***Benefits in the Event of Death Due to Natural Causes.-***

32.1 All locally employed Employees are covered through a scheme that provides benefits in the event of death due to natural causes, which pays a capital sum of 60 months applicable salary in the event of death due to natural causes, and applies 24-hours per day with global coverage, subject to the terms and conditions and exclusions governing the scheme. This scheme may be amended at any time at the discretion of the Company.

32.2 For the purposes of this scheme which provides benefits in the event of death due to natural causes, the applicable monthly salary for all Employees covered by this Agreement is a combination of monthly basic salary as defined in section 9 of this Agreement plus any applicable personal differential allowance plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

**33. Group Travel Insurance on Company Business.-**

33.1 All locally employed Employees are insured by the Company through an existing insurance policy with the Sri Lanka Insurance Corporation Limited under a very comprehensive “Group Personal Accident / Illness and Travel Policy”, subject to the terms and conditions and exclusions governing the policy. This policy may be amended at any time at the discretion of the Company, in consultation with the insurer.

33.2 This “Group Personal Accident / Illness and Travel Policy” provides group travel benefits for the Employee whilst travelling on business for and on behalf of the Company in respect of journeys which extend beyond the confines of Sri Lanka as follows :

- \* medical expenses of upto US\$ 10,000
- \* loss of money insurance of upto US\$ 1,000
- \* personal liability insurance of upto US\$ 500,000
- \* loss or destruction of or damage to baggage of upto US\$ 1,000
- \* Funeral and repatriation expenses of upto US\$ 350

33.3 These group travel benefits also apply to Family members of the Employee including spous and children (excluding children over age 16 years) and parents, whilst officially accompanying the Employee on business duty-travel at the specific and prior request of the Company.

**34. Workmen’s Compensation**

34.1 All locally employed Employees have the benefit of the statutory “Workmen’s Compensation Ordinance”, subject to the terms and conditions and exclusions specified in the Ordinance.

34.2 However, where any payments are made to an Employee under the terms and conditions of the Workmen’s Compensation Ordinance, then such payments will be deducted from any other payments due from the Company under other benefits and insurance policies described in sections 29-33 inclusive of this Agreement.

**35. Staff Travel Benefits and Concessions.-**

35.1 All Technicians shall be entitled to Privilege travel sub-load tickets on the basis of one set of FOC (Free-of-charge) tickets for Employees and qualifying dependants per annum.

35.2 All Employees shall be entitled to concessional travel sub-load tickets on the basis of purchasing unlimited ID 90s for the Employee and their registered dependants.

35.3 A set of tickets is defined for an Employee as :

- \* For a single Employee it means the Employee plus two dependants.
- \* For a married Employee it means Employee plus three dependants.

35.4 The Standard list of qualifying dependants is :

- \* Spouse
- \* Children (under the age of 24)
- \* Parents
- \* Brothers or Sisters (under age 21 and not in full-time employment)

35.5 A Staff Travel Policy document has been circulated to all divisions and departments of the Company.

**36. Future Promotions.-**

36.1 It is intended that all future promotions will be job related subject to job vacancies, and selection of the person to be promoted will be based upon an appropriate combination of factors including seniority, qualifications, merit, performance, and job requirements. This principle is accepted by all parties.



- 36.2 If an Employee is promoted or upgraded to the next higher grade, the Employee will receive an increase of 4.0% on their existing monthly basic salary. However, if after this 4.0% increase the resulting basic salary is still lower than the minimum of the salary scale for the new grade, then the basic salary shall be further increased to that minimum level.
- 36.3 As per section 8.2 earlier in this Agreement, in order for an Employee to be considered for upgrade or promotion to a higher grade, then the minimum job requirements of that higher grade must be met in keeping with the promotion and recruitment procedures of the Company. Any such upgrades or promotions are subject to budget and / or operational requirements and availability of vacancies.
- 36.4 Management will make arrangements to advertise the vacancies in 5T-7T internally, before recruiting from outside.

37. **Training.-**

- 37.1 The Company will endeavour to ensure that all Employees are adequately and properly trained to perform all of their required job functions.
- 37.2 In addition, the Company will provide training opportunities wherever possible and operationally practical for career advancement. The philosophy of the Company is to give preference to internal candidates for promotional vacancies.
- 37.3 The selection of an Employee to attend a training course will be based upon an appropriate combination of factors including seniority, qualifications, merit, performance, current job requirements and future job / career requirements.
- 37.4 All existing applicable bonding policies of the Company will continue to apply to all Technicians.

38. **Bonding.-**

- 38.1 At the discretion of the Company, if an Employee is trained by the Company then they may be required to enter into a bonding agreement which states, amongst other things, that they remain in the service of the Company for a stipulated period of time. The Employee may be asked to provide upto two guarantors to this bonding agreement. All existing applicable bonding policies of the Company will continue to apply to all Technicians.
- 38.2 If an Employee is dismissed from service or resigns during the subsequent bonded period as specified in the bonding agreement, then the Employee or their guarantors will be liable to pay liquidated damages to the Company within 14 days of termination of employment.
- 38.3 If an Employee who has been dismissed or has resigned is subsequently unable to pay liquidated damages then there will be a surcharge by way of interest at the rate of 30% compound per annum for the period during which the sum due under the bonding agreement remains unpaid.

39. **Grievance and Dispute Procedure.-** In the event of any dispute or grievance arising between an Employee or Employees and the Company, the following procedure shall be followed for the settlement of such dispute, or in resolving such grievance.

- (a) The Employee (or a representative from the SAATA) will, in the first instance, discuss the dispute or grievance with their immediate Supervisor or Line Manager.
- (b) If the grievance or dispute is not satisfactorily resolved, then Employee (or a representative from the SAATA) may then discuss the matter with the Departmental Manager, who will endeavour to arrive at satisfactory solution in respect of the grievance or dispute.
- (c) In the event of grievance or dispute not being resolved at the level of the Departmental Manager, the issue in dispute will then be discussed by the Employee (or a representative from the SAATA) with the Human Resources Manager (or their representative).
- (d) If no satisfactory solution is arrived at, then the issue in dispute will be discussed by the SAATA with the Company Management. At such discussion, the number of representatives on each side shall not exceed four (4). Such discussion will be arranged by the Human Resources Manager as far as possible within five (5) working days of a request being made by the SAATA.
- (e) The SAATA representative who wishes to discuss any matter with the Human Resources Manager will do so only by prior appointment except where the matter is very urgent.
- (f) If the dispute or grievance remains unresolved, the SAATA may then raise the issue for discussion with the company in SAATA with the Employers' Federation of Ceylon. The Company will, within ten (10) days of a request being made by the SAATA, arrange a discussion meeting in SAATA with the Employers' Federation of Ceylon.

- (g) In the event of a dispute or grievance not being resolved or settled under the preceding sub-sections within a period of three months then, by mutual consent of both parties, they shall refer such dispute or grievance to voluntary arbitration in terms of section 3(1)(d) of the Industrial Disputes Act for Settlement.
- (h) If both parties agree to arbitration they shall agree on a statement of the matter in dispute and if there is not agreement on such statement they shall request the Commissioner of Labour to determine the statement of the matter in dispute after affording the parties an opportunity to state their case in regard to the statement of the matter in dispute. If the parties are unable to jointly nominate an Arbitrator he shall be nominated by the Commissioner of Labour.
- (i) An award made by an Arbitrator in a voluntary arbitration referred in sub-section (h) above hereby shall be final and binding on the parties, save and except in a case where the finding is perverse or not consistent with the available evidence.

40. **Disciplinary Inquiry Procedure.** - All Technicians will be governed by the Disciplinary Procedure of the Company along with other applicable departmental manuals covering disciplinary inquiry procedures. The Company shall endeavour to complete all disciplinary inquiries within a period of 3 months from the serving of the charge-sheet. This time-limit shall not apply to cases of fraud and such matters which need to be investigated by outside agencies, departments and such like.

#### 41. **Trade Union Action.** -

- 41.1 The SAATA and all parties covered and bound by this Agreement jointly and severally agree with the Company that during the continuance of this Agreement they shall not engage in any strike or other form of Trade Union action in respect of any matters covered by this Agreement.
- 41.2 If, in the opinion of the Company, the SAATA or any of its members have committed a breach of this Agreement, then and in any such event the Company reserves the right to withdraw all or any of the facilities or benefits granted to the SAATA, without prejudice to the right of the Company to restore such facilities or benefits upon such terms and conditions as the Company may decide.

#### 42. **Signatures of Agreement.** -

42.1 This Agreement is signed in Colombo on 2nd April, 2005 and witnessed as follows:

42.2 *For and on behalf of the Company:*

*For and on behalf of the SAATA:*

CAPT. DICK HUTTON,  
Chief Technical Officer.

MR. NURESH PEREIRA,  
President, SAATA.

MR. SUNIL DISSANAYAKE,  
Head of Human Resources.

Mr. J. A. M. S. JAYAKODY,  
Secretary, SAATA'

MR. IAN DUNNING,  
Senior Manager, Aircraft Maintenance.

Mr. A. C. AMARASEKERA,  
Treasurer, SAATA.

### APPENDIX A

#### Minimum Job and Grade Requirements for 5T-7T

All promotions, placements and recruitment to Technician grades 5T-7T in all areas will be strictly governed by the minimum promotion and recruitment criteria set out in this appendix, and are at all times subject to budget / operational requirements:

##### Grade 5T: Assistant Aircraft Technician

Must have completed successfully a 2 year approved training course.

##### Grade 6T: Aircraft Technician

Must have at least 5 years overall as a Technician consisting of:

- \* 2 years approved training course
- \* 3 years in Grade 5T gaining experience as a Assistant Aircraft Technician

**Grade 7T: Senior Aircraft Technician**

- Either (a) Must have at least 8 years overall as a Technician plus an “approval” type. This would consist of at least the following:
- \* 2 years approved training course
  - \* 3 years in Grade 5T gaining experience as a Assistant Aircraft Technician
  - \* 3 years in Grade 6T as an Aircraft Technician
- or (b) Must have at least 13 years as a Technician plus “LWTR” or equivalent exam approved by the DGCA if Sri Lanka. This would consist of at least the following:
- \* 2 years approved training course
  - \* 3 years in Grade 5T gaining experience as a Assistant Aircraft Technician
  - \* 8 years in Grade 6T as an Aircraft Technician
- or (c) Must have at least 15 years as a Technician. This would consist of at least the following:
- \* 2 years approved training course
  - \* 3 years in Grade 5T gaining experience as a Assistant Aircraft Technician
  - \* 10 years in Grade 6T as an Aircraft Technician

**Minimum Promotion Criteria (subject to budget / operational requirements):**

- 5T to 6T: At least 3 years experience in 5T after completing 2 years training.
- 6T to 7T: Either at least 3 years in 6T plus “approval”.  
 Or at least 8 years in 6T plus “LWTR” or equivalent exam approved by the DGCA.  
 Or 10 years in 6T as an Aircraft Technician / Aircraft Workshop Technician.

**Criteria to Determine Job Categorisation for Grades 5T-7T**

As detailed in section 8 of this agreement, the grading structure for Technicians of grades 5T-7T covers all those employed as “Aircraft Technicians”, which collectively covers both “Aircraft Technicians” and “Aircraft Workshop Technicians”.

The criteria that will be used to determine job categorisation in grades 5T-7T are as follows:

- (1) The job-holder will work in a controlled **aircraft environment**.
- (2) The job-holder will be required to handle **certified components**.
- (3) The job-holder will be required to handle **certified materials**.
- (4) The nature of the duties of the job-holder will be relevant to **air worthiness standards**.

Qualification for the above will be on successful completion of appropriate courses as determined by the Company.

Only those Employees who are performing the tasks that comply with the above four mentioned criteria may be considered for eligibility for grade 5T-7T.

But if an Employee used to be classified as a “Technician” and who was involved in routine servicing but does not meet the four criteria above, then they may not be placed in the Technician grades 5T-7T even though they might meet some (but not all) of the criteria listed above.

**APPENDIX B**

**Summary of all Approval Allowances for Approval Holders**

Full details of each scheme are contained in the applicable approval scheme booklet.

- (1) **Licensed Aircraft Engineers in Line and Hangar Maintenance**  
 (Also applies to Technicians and Executive with Full Approval)

A320 Cabin approval full	Rs. 5,000 per month
A320 A or C	Rs. 8,000 per month

A320 A & C Full without Run-up	Rs. 12,000 per month
A320 A & C Full	Rs. 16,000 per month (Considered as two categories)
A320 Avionics (E & I & R)	Rs. 18,000 per month (Elect Rs. 8000, Instrument Rs. 8,000, Radio Rs. 2000)
A330 Cabin approval full	Rs. 5,000 per month
A330 A or C	Rs. 8,000 per month
A330 A & C Full without Run-up	Rs. 12,000 per month
A330 A & C Full	Rs. 16,000 per month (Considered as two categories)
A330 Avionics (E & I & R)	Rs. 18,000 per month (Elect Rs. 8000, Instrument Rs. 8,000, Radio Rs. 2000)
A340 Cabin approval full	Rs. 5,000 per month
A340 A or C	Rs. 8,000 per month
A340 Full without Run-up	Rs. 12,000 per month
A340 A & C Full	Rs. 16,000 per month (Considered as two categories)
A340 Avionics (E & I & R)	Rs. 18,000 per month (Elect Rs. 8000, Instrument Rs. 8,000, Radio Rs. 2000)

*Note* - An "A" approval includes all ATA chapters covered by a full Cabin approval.

**(2) Workshop Engineers in workshop**

For each decimal point of 0.1, Rs. 600 per month

**(3) Engineers in Production Planning for Planning Approvals**

Detailed below is the policy for payment for each sub-section as applicable to the following three different areas for Production Planning Approvals:

- (1) Aircraft Planning (APA)
- (2) Workshop Planning (WPA)
- (3) Component Control (CCA)

- |            |                         |
|------------|-------------------------|
| (1) APA. 1 | (a) Rs. 2,000 per month |
|            | (b) Rs. 2,000 per month |
|            | (c) Rs. 2,000 per month |

- |        |                         |
|--------|-------------------------|
| APA. 2 | (a) Rs. 2,000 per month |
|        | (b) Rs. 2,000 per month |
|        | (c) Rs. 2,000 per month |

- |        |                         |
|--------|-------------------------|
| APA. 3 | (a) Rs. 2,000 per month |
|        | (b) Rs. 2,000 per month |
|        | (c) Rs. 2,000 per month |

- |            |                     |
|------------|---------------------|
| (2) WPA. 1 | Rs. 6,000 per month |
| WPA. 2     | Rs. 6,000 per month |
| WPA. 3     | Rs. 6,000 per month |

- |            |                         |
|------------|-------------------------|
| (3) CCA. 1 | (a) Rs. 3,000 per month |
|            | (b) Rs. 3,000 per month |
|            | (c) Rs. 3,000 per month |

- |        |                         |
|--------|-------------------------|
| CCA. 2 | (a) Rs. 3,000 per month |
|        | (b) Rs. 3,000 per month |
|        | (c) Rs. 3,000 per month |

**(4) Engineers in Engineering Services for Design Approvals**

Each full design approval for A320	Rs. 8,000 per month
Each half design approval for A320	Rs. 4,000 per month
Each full design approval for A330	Rs. 8,000 per month
Each half design approval for A330	Rs. 4,000 per month
Each full design approval for A340	Rs. 8,000 per month
Each half design approval for A340	Rs. 4,000 per month

The main groupings and sub-groupings of full-design approval categories are:

- A1. Structure
- A2. Interior
- B1. Aircraft Systems
- B2. Weight and Balance
- C1. Engine
- C2. Engine Systems and Health Monitoring
- D1. Radio
- D2. Radar
- E1. Electrical Systems
- E2. Instrument

**(5) Technical Training Instructor Approvals**

Basic Instructor Approval	Rs. 8,000 per month
A320 A or C	Rs. 8,000 per month
A320 A & C Full	Rs. 16,000 per month (considered as two categories)
A320 Avionics (E & 1 & R)	Rs. 18,000 per month (equivalent to two categories)
A330 A or C	Rs. 8,000 per month
A330 A & C Full	Rs. 16,000 per month (considered as two categories)
A330 Avionics (E & 1 & R)	Rs. 18,000 per month (equivalent to two categories)
A340 A or C	Rs. 8,000 per month
A340 A & C Full	Rs. 16,000 per month (considered as two categories)
A340 Avionics (E & 1 & R)	Rs. 18,000 per month (equivalent to two categories)

**APPENDIX C**

**Company Proposals for Discussions on Leave Entitlements**

**C.1 Proposed Debit System for Annual Leave and Casual Leave Expressed in Working Days.** - The Company has expressed a desire to implement a revised leave-debit system whereby the leave debit system will change to a more equitable system. Since one standard working day is defined in Section 20 as 8.0 working hours (excluding breaks) this means that where any leave entitlement is expressed in working days, then it shall mean a period of 8.0 working hours (excluding breaks) unless otherwise specified in these T & Cs. A few sample calculations of how the Company proposes that leave should be debited in working days are as follows:

**(a) Regular Day Pattern**

- \* shift time of regular day pattern of 08.15 – 16.45
- \* elapsed length of 8 hours and 30 minutes
- \* contains one break of 30 minutes
- \* hence actual working hours are exactly 8 hours
- \* thus this is therefore considered as **1.000 working day** for all leave purposes.

**(b) Long-Day Shift in Base Pattern**

- \* day shift time of 08.00 – 19.25
- \* elapsed length of 11 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 10 hours and 25 minutes (or 10.42 hours)
- \* thus this is therefore considered as **1.302 working days** for all leave purposes.

**(c) Long-Night Shift in Base Pattern**

- \* night shift time of 19.00 – 08.25
- \* elapsed length of 13 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 12 hours and 25 minutes (or 12.42 hours)
- \* thus this is therefore considered as exactly **1.552 working days** for all leave purposes.

C.2 *Annual Leave.*—For all Technicians in Grades 5T – 7T inclusive, the Company proposes that the paid annual leave entitlement per calendar year should be 14 working days for all staff regardless of shift pattern, where 1 working day is defined as 8.0 working hours. Since one working day is defined in Section 20 as 8.0 working hours (excluding breaks) this means that annual leave entitlement is 112.0 working hours per annum for all Technicians in Grades 5T – 7T. The desired debit system of annual leave is that one working day of annual leave is defined as 8.0 working hours (excluding breaks) as detailed in Section C.1 of this Appendix to these T & Cs.

C.3 *Casual Leave.*—For all Technicians in Grades 5T – 7T inclusive, the Company proposes that the paid casual leave entitlement per calendar year is 7 working days for all staff regardless of shift pattern, where 1 working day is defined as 8.0 working hours. Since one working day is defined in Section 20 as 8.0 working hours (excluding breaks) this means that casual leave entitlement is 56.0 working hours per annum for all Technicians in Grades 5T – 7T. The desired debit system of casual leave will be based on the rule that one working day of casual leave is defined as 8.0 working hours (excluding breaks) as detailed in Section C.1 of the Appendix to these T & Cs.