



# ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය The Gazette of the Democratic Socialist Republic of Sri Lanka

අති විශේෂ EXTRAORDINARY

අංක 1510/23 – 2007 අගෝස්තු 15 වැනි බදාදා – 2007.08.15

No. 1510/23 – WEDNESDAY, AUGUST 15, 2007

(Published by Authority)

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No.: CI/464(A).

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Oxygen Ltd., No. 50, Sri Pannananda Mawatha, Colombo 15 of the one Part and Jathika Sewaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other Part on 8th May, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner - General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
25th July, 2007.

#### Collective Agreement No. 18 of 2007

COLLECTIVE AGREEMENT

BETWEEN

CEYLON OXYGEN LIMITED

AND

JATHIKA SEWAKA SANGAMAYA

(OFFICE STAFF)

(01.01.2007 – 31.12.2009)

Collective Agreement entered into between Ceylon Oxygen Limited having its registered office at No. 50, Sri Pannananda Mawatha, Colombo 15, a company duly registered in Sri Lanka and The Jathika Sewaka Sangamaya a trade union duly registered in Sri Lanka and having its registered office at No. 416, Kotte Road, Pitakotte.

Whereas the Jathika Sewaka Sangamaya (hereinafter referred to as 'the Union') raised with Ceylon Oxygen Limited (hereinafter referred to as 'the company') certain demands relating to the revision of terms and conditions of employment of their members employed in the Company and the said parties have, after negotiations, arrived at the following terms of settlement.

1. This Agreement shall cover and bind the Company, the Union and the members of the Union, who are in employment in the Company as at 1st January, 2007 on permanent monthly contracts of employment in a category employment for which salary scales have been stipulated in Schedule 2 hereto.

2. The salaries payable to the employees covered and bound by this Agreement, with effect from 1st January, 2007 shall be on the basis of the salary scales stipulated in Schedule 2 hereto.

(a) The salary scales in Schedule 2 hereto have been arrived at by revising the salary scales applicable to the employees as at 1st December, 2006, so that there will be a salary point in the scales in respect of the scales pertaining to all the under mentioned grades, which would show an increase of 12% or more, from the Salary Points existed as at 1st December, 2006.

Clerical Staff Grades:

Clerical Grade 1

Clerical Grade 11

Clerical Higher Grade

Clerical Special Grade

Staff Officer

Driver Grades:

Driver - Grade - E

Driver - Grade - D

Driver - Grade - C

Driver - Grade - B

Driver - Grade - A

3. To ascertain the salary payable to an employee with effect from 1st January, 2007 on the basis of the salary scales provided in Schedule 2 hereto the following provisions shall apply:-

The basic monthly salary as at 31.12.2006 of all employees in the abovementioned grades, covered and bound by this Agreement shall be increased by 12% and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

4. With effect from 1st January, 2008 the monthly salaries of all employees will be further revised by the addition of 6% to their salaries as at 31st December, 2007, and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

With effect from 1st January 2009 the monthly salaries of all employees will further be revised by the addition 5% to their salaries as at 31st December 2008 and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

The percentage increases (12%, 6% & 5%) mentioned above would be on an year on year basis, resulting in a total effective increase of 25% over a period of 3 years.

5. The Company shall pay a monthly Cost of Living Allowance to employees in the following manner:-

(a) Whereas the amount payable per mensem to each employee by way of a cost of living allowance for the three month period commencing 1st October, 2006 was Rs. 6,551 the Company shall in respect of the succeeding three month period thereafter revise the monthly cost of living allowance by adding to the said sum of Rs. 6,561 a sum equal to the difference in the Colombo Consumers Price Index figure for the period January to March 2007 multiplied by Rs. 2 and pay a monthly cost of living allowance accordingly.

Example: CCPI September 2006 4,699.9

CCPI December 2006 5,114.1

Difference: 414.2 points × Rs. 2 = Rs. 828

The Monthly cost of living allowance for the period 1st January, 2007 to 31st March, 2007 = Rs. 6,551 + Rs. 828 = Rs. 7,379.

(b) During the continuance in force of this Agreement in respect of each succeeding three month period with effect from 31st March, 2007, the Monthly cost of living allowance payable to employees will be revised by adding to the amount paid in respect of the preceding three month period a sum equal to the difference in the Colombo Consumers Price Index for such three month period multiplied by Rs. 2 (Rupees Two).

(c) In the event of a reduction in the Colombo Consumers Price Index figure during any three month period, for which the monthly cost of living allowance is calculated in terms of this Agreement, an amount equal to the difference in the CCPI figure in respect of such three month period multiplied by Rs. 2 shall be deducted from the monthly cost of living allowance payable in respect of the previous three month period and the cost of living allowance shall be calculated and paid accordingly.

- *Example:* CCPI January 2007 - 5,850  
CCPI March 2007 - 5,825  
(The CCPI figures are hypothetical)

- Difference: 25 points  $\times$  Rs. 2 = Rs. 50

\* The monthly cost of living allowance for the period 1st April, 2007 to 30th June, 2007 will be Rs. 50 less than the allowance paid in respect of the previous three month period.

The union specifically agrees that the monthly cost of living allowance paid according to the foregoing provisions shall be paid only to the employees in permanent monthly contracts of employment as at 1st January, 2007.

7. The annual increment date of all the employees will be the 1st of April each year.

8. **Attendance bonus.** - The monthly attendance bonus will be increased up to Rs. 600. The hitherto applicable criteria to the granting of the monthly attendance bonus shall continue.

PAYE ADJUSTMENT. - The union agrees to the Company's proposal of discontinuing stopping the PAYE adjustment presently enjoyed, in view of the increased attendance bonus.

9. **Annual increments.** - The hitherto adopted practice of granting annual increments shall continue. There shall be no revision of the rates of annual increments.

10. **Shift allowance.** - The shift allowance will be increased as follows:

<i>Shift</i>	<i>New Rates</i> (w.e. from 01.01.2007)
2nd shift 4hrs	25.00
2nd shift 8hrs	60.00
3rd shift 8-12 hrs	105.00

The Shift allowance shall not attract  
Employees Provident Fund and  
Employees Trust Fund Contribution

11. **Medical Benefits allowance.** - The present monthly medical benefit allowance will be increased by 25% and will stand at Rs. 520 per month.

12. **Drivers' Allowance.** - The drivers' allowance will be revised as per the attached annexure (Schedule-1).

13. **Provident Fund and Trust Fund contributions on Overtime Payments.** - It is agreed between the parties that overtime remuneration will not attract Employees' Trust Fund and Employees' Provident Fund contributions. However, a monthly special allowance will be paid to the employees in view of the practice prevailed up to 31.12.2006. This monthly special allowance will be paid only to the employees in permanent monthly contracts of employment as at 1st January, 2007.

4A

I කොටස: (I) පෙළය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2007.08.15

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.08.2007

14. It is agreed between the parties that the present 42 days of leave *i.e.* 14 days annual leave, 7 days casual leave and 21 days sick will be applicable only to the employees in permanent monthly contracts of employment as at 1st January 2007.

15. It is agreed between the parties that the salary scales provided in Schedule 2 will be applicable only to the employees in permanent monthly contracts of employment as at 1st January 2007.

16. The union and the workmen covered by this agreement, jointly and severally agree that they shall not, during the operation of this agreement, resort to trade union action of any sort on any matter that is covered by this agreement.

17. In the event that a dispute may arise in respect of any matter not covered by this agreement the union and the workmen covered by this agreement agree that such dispute will be settled/resolved in the manner provided below.

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's Branch Committee to the Company, and at least two weeks given for the Company to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the Parent Union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, the conciliatory proceedings under the Industrial Disputes Act should be followed and parties shall endeavor to settle such dispute in accordance with the provisions of the industrial disputes act.

18. The provisions of this Agreement shall be effective from the 1st day of January 2007 and continue in force unless it is terminated by either party giving one month's notice in writing to the other provided however that neither party shall give such notice to the other before the 30th November, 2009 and the provisions of the Agreement shall not stand terminated until the 31st December, 2009.

IN WITNESS WHEREOF THE PARTIES HEREUNDER HAVE SET THEIR HANDS ON THIS 8TH DAY OF MAY TWO THOUSAND AND SEVEN.

 For and on behalf of Ceylon Rubber Limited	 For and on behalf of the Ceylon Rubber Workers' Union
 Witness	 Witness
 Name: <u>Angus Perera</u> Company: <u>Ceylon Rubber Limited</u>	 Name: <u>A. S. S. S. S. S.</u> Union: <u>Ceylon Rubber Workers' Union</u>

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I කොටස: (I) පෙදිය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2007.08.15

[illegible]



I කොටස: (I) පෙදිය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2007.08.15

Section 1: Office Cleaning Schedule		Section 2: Inventory Management		Section 3: Project Status		Section 4: Financial Summary	
Task ID	Task Name	Item ID	Item Name	Project ID	Project Name	Category	Amount
1	Task 1.1	2	Item 2.1	3	Project 3.1	4	Amount 4.1
2	Task 1.2	3	Item 2.2	4	Project 3.2	5	Amount 4.2
3	Task 1.3	4	Item 2.3	5	Project 3.3	6	Amount 4.3
4	Task 1.4	5	Item 2.4	6	Project 3.4	7	Amount 4.4
5	Task 1.5	6	Item 2.5	7	Project 3.5	8	Amount 4.5
6	Task 1.6	7	Item 2.6	8	Project 3.6	9	Amount 4.6
7	Task 1.7	8	Item 2.7	9	Project 3.7	10	Amount 4.7
8	Task 1.8	9	Item 2.8	10	Project 3.8	11	Amount 4.8
9	Task 1.9	10	Item 2.9	11	Project 3.9	12	Amount 4.9
10	Task 1.10	11	Item 2.10	12	Project 3.10	13	Amount 4.10
11	Task 1.11	12	Item 2.11	13	Project 3.11	14	Amount 4.11
12	Task 1.12	13	Item 2.12	14	Project 3.12	15	Amount 4.12
13	Task 1.13	14	Item 2.13	15	Project 3.13	16	Amount 4.13
14	Task 1.14	15	Item 2.14	16	Project 3.14	17	Amount 4.14
15	Task 1.15	16	Item 2.15	17	Project 3.15	18	Amount 4.15
16	Task 1.16	17	Item 2.16	18	Project 3.16	19	Amount 4.16
17	Task 1.17	18	Item 2.17	19	Project 3.17	20	Amount 4.17
18	Task 1.18	19	Item 2.18	20	Project 3.18	21	Amount 4.18
19	Task 1.19	20	Item 2.19	21	Project 3.19	22	Amount 4.19
20	Task 1.20	21	Item 2.20	22	Project 3.20	23	Amount 4.20
21	Task 1.21	22	Item 2.21	23	Project 3.21	24	Amount 4.21
22	Task 1.22	23	Item 2.22	24	Project 3.22	25	Amount 4.22
23	Task 1.23	24	Item 2.23	25	Project 3.23	26	Amount 4.23
24	Task 1.24	25	Item 2.24	26	Project 3.24	27	Amount 4.24
25	Task 1.25	26	Item 2.25	27	Project 3.25	28	Amount 4.25
26	Task 1.26	27	Item 2.26	28	Project 3.26	29	Amount 4.26
27	Task 1.27	28	Item 2.27	29	Project 3.27	30	Amount 4.27
28	Task 1.28	29	Item 2.28	30	Project 3.28	31	Amount 4.28
29	Task 1.29	30	Item 2.29	31	Project 3.29	32	Amount 4.29
30	Task 1.30	31	Item 2.30	32	Project 3.30	33	Amount 4.30
31	Task 1.31	32	Item 2.31	33	Project 3.31	34	Amount 4.31
32	Task 1.32	33	Item 2.32	34	Project 3.32	35	Amount 4.32
33	Task 1.33	34	Item 2.33	35	Project 3.33	36	Amount 4.33
34	Task 1.34	35	Item 2.34	36	Project 3.34	37	Amount 4.34
35	Task 1.35	36	Item 2.35	37	Project 3.35	38	Amount 4.35
36	Task 1.36	37	Item 2.36	38	Project 3.36	39	Amount 4.36
37	Task 1.37	38	Item 2.37	39	Project 3.37	40	Amount 4.37
38	Task 1.38	39	Item 2.38	40	Project 3.38	41	Amount 4.38
39	Task 1.39	40	Item 2.39	41	Project 3.39	42	Amount 4.39
40	Task 1.40	41	Item 2.40	42	Project 3.40	43	Amount 4.40
41	Task 1.41	42	Item 2.41	43	Project 3.41	44	Amount 4.41
42	Task 1.42	43	Item 2.42	44	Project 3.42	45	Amount 4.42
43	Task 1.43	44	Item 2.43	45	Project 3.43	46	Amount 4.43
44	Task 1.44	45	Item 2.44	46	Project 3.44	47	Amount 4.44
45	Task 1.45	46	Item 2.45	47	Project 3.45	48	Amount 4.45
46	Task 1.46	47	Item 2.46	48	Project 3.46	49	Amount 4.46
47	Task 1.47	48	Item 2.47	49	Project 3.47	50	Amount 4.47
48	Task 1.48	49	Item 2.48	50	Project 3.48	51	Amount 4.48
49	Task 1.49	50	Item 2.49	51	Project 3.49	52	Amount 4.49
50	Task 1.50	51	Item 2.50	52	Project 3.50	53	Amount 4.50
51	Task 1.51	52	Item 2.51	53	Project 3.51	54	Amount 4.51
52	Task 1.52	53	Item 2.52	54	Project 3.52	55	Amount 4.52
5							



Section 1: General Information									
1	2	3	4	5	6	7	8	9	10

My No.: CI/464(B).

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Ceylon Oxygen Ltd., No. 50, Sri Pannananda Mawatha, Colombo 15 of the one Part and Jathika Sewaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other Part on 8th May, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner - General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo. 05,  
25th July, 2007.

**Collective Agreement No. 19 of 2007**

COLLECTIVE AGREEMENT

BETWEEN

CEYLON OXYGEN LIMITED

AND

JATHIKA SEWAKA SANGAMAYA

(FACTORY STAFF)

(01.01.2007 – 31.12.2009)

Collective Agreement entered into between Ceylon Oxygen Limited having its registered office at No. 50, Sri Pannananda Mawatha, Colombo 15, a company duly registered in Sri Lanka and The Jathika Sewaka Sangamaya a trade union duly registered in Sri Lanka and having its registered office at No. 416, Kotte Road, Pitakotte.

Whereas the Jathika Sewaka Sangamaya (hereinafter referred to as 'the Union') raised with Ceylon Oxygen Limited (hereinafter referred to as 'the company') certain demands relating to the revision of terms and conditions of employment of their members employed in the Company and the said parties have, after negotiations, arrived at the following terms of settlement.

1. This Agreement shall cover and bind the Company, the Union and the members of the Union, who are in employment in the Company as at 1st January, 2007 on permanent monthly contracts of employment in a category of employment for which salary scales have been stipulated in Schedule 2 hereto.

2. The salaries payable to the employees covered and bounded by this Agreement, with effect from 1st January, 2007 shall be on the basis of the salary scales stipulated in Schedule 2 hereto.

(a) The salary scales in Schedule 2 hereto have been arrived at by revising the salary scales applicable to the employees as at 1st December 2006, so that there will be a salary point in the scales in respect of the scales pertaining to all the under mentioned grades, which would show an increase of 12% or more, from the Salary Points existed as at 1st December, 2006.

Un-skilled  
Semi-skilled  
Skilled Grade III  
Skilled Grade II  
Skilled Grade I  
Skilled Special

3. To ascertain the salary payable to an employee with effect from 1st January, 2007 on the basis of the salary scales provided in Schedule 2 hereto the following provisions shall apply:

The basic monthly salary as at 31.12.2006 of all employees in the abovementioned grades, covered and bound by this Agreement

shall be increased by 12% and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

4. With effect from 1st January, 2008 the monthly salaries of all employees will be further revised by the addition of 6% to their salaries as at 31st December, 2007, and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

With effect from 1st January, 2009 the monthly salaries of all employees will further be revised by the addition 5% to their salaries as at 31st December, 2008 and shall thereafter be placed on the corresponding rupee point in the scales, if there is one or at the next higher point.

The percentage increases (12%, 6% and 5%) mentioned above would be on an year on year basis, resulting in a total effective increase of 25% over a period of 3 years.

5. The company shall pay a monthly Cost of Living allowance to employees in the following manner:

- (a) Whereas the amount payable per mensem to each employee by way of a cost of living allowance for the three month period commencing 1st October, 2006 was Rs. 6,551/- the Company shall in respect of the succeeding three month period thereafter revise the monthly cost of living allowance by adding to the said sum or Rs. 6551/- a sum equal to the difference in the Colombo consumers Price Index figure for the period January to March 2007 multiplied by Rs. 2/- and pay a monthly cost of living allowance accordingly.

*Example:* CCPI September 2006 - 4,699.9  
CCPI December 2006 - 5,114.1

Difference: 414.2 points x Rs. 2/- = Rs. 828/-

The monthly cost of living allowance for the period 1st January, 2007 to 31st March, 2007 = Rs. 6,551/- + Rs. 828/- = Rs. 7,379/-.

- (b) During the continuance in force of this Agreement in respect of each succeeding three month period with effect from **31st** March 2007, the monthly cost of living allowance payable to employees will be revised by adding to the amount paid in respect of the preceding three month period a sum equal to the difference in the Colombo Consumers Price Index for such three month period multiplied by Rs. 2/- (Rupees Two).

- (c) In the event of a reduction in the Colombo Consumers Price Index figure during any three month period, for which the monthly cost of living allowance is calculated in terms of this Agreement, an amount equal to the difference in the CCPI figure in respect of such three month period multiplied by Rs. 2/- shall be deducted from the monthly cost of living allowance payable in respect of the previous three month period and the cost of living allowance shall be calculated and paid accordingly.

\* *Example:* CCPI January 2007 - 5,850  
CCPI March 2007 - 5,825  
(The CCPI figures are hypothetical)

\* Difference: 25 points x Rs./2- = Rs. 50/-

\* The monthly cost of living allowance for the period 1st April, 2007 to 30th June, 2007 will be Rs. 50/- less than the allowance paid in respect of the previous three month period.

The union specifically agrees that the monthly cost of living allowance paid according to the foregoing provisions shall be paid only to the employees in permanent monthly contracts of employment as at 1st January, 2007.

7. The annual increment date of all the employees will be the 1st of April each year.

8. **Attendance Bonus.**— The monthly attendance bonus will be increased up to Rs. 600/-. The hitherto applicable criteria to the granting of the monthly attendance bonus shall continue.

**PAYE Adjustment.**— The union agrees to the Company's proposal of discontinuing/stopping the PAYE adjustment presently enjoyed, in view of the increased attendance bonus.

9. **Annual Increments.**— The hitherto adopted practice of granting annual increments shall continue. There shall be no revision of the rates of annual increments.

10. **Shift Allowance.**— The shift allowance will be increased as follows:

Shift	New Rates (w.e. from 01. 01. 2007)
2nd shift 4hrs.	25.00
2nd shift 8hrs.	60.00

3rd shift 8-12hrs. 105.00

The shift allowance shall not attract Employees Provident Fund and Employees Trust Fund contributions.

11. **Medical Benefits Allowance.**— The present monthly medical benefit allowance will be increased by 25% and will stand at Rs. 520/- per month.

12. **Drivers' Allowance.**— The drivers' allowance will be revised as per the attached annexure (Schedule-1).

13. **Provident Fund and Trust Fund Contributions on Overtime Payments.**— It is agreed between the parties that overtime remuneration will not attract Employees' Trust Fund and Employees' Provident Fund contributions. However, a monthly special allowance will be paid to the employees in view of the practice prevailed up to 31.12.2006. This monthly special allowance will be paid only to the employees in permanent monthly contracts of employment as at 1st January, 2007.

14. It is agreed between the parties that the present 42 days of leave *i.e.* 14 days annual leave, 7 days casual leave and 21 days sick will be applicable only to the employees in permanent monthly contract of Employment as at 1st January, 2007.

15. It is agreed between the parties that the Salary scales provided in Schedule 2 will be applicable only to the employees in permanent monthly contracts of employment as at 1st January, 2007.

16. The union and the workmen covered by this agreement, jointly and severally agree that they shall not, during the operation of this agreement, resort to trade union action of any sort on any matter that is covered by this agreement.

17. In the event that a dispute may arise in respect of any matter not covered by this agreement the union and the workmen covered by this agreement agree that such dispute will be settled/resolved in the manner provided below:

- (a) Whenever there is a dispute a written statement of the dispute should be forwarded by the Union's Branch Committee to the Company, and at least two weeks given for the Company to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the Parent Union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, the conciliatory proceedings under the Industrial Disputes Act should be followed and parties shall endeavor to settle such dispute in accordance with the provisions of the Industrial Disputes Act.

18. The provisions of this Agreement shall be effective from the 1st day of January, 2007 and continue in force unless it is terminated by either party given one month's notice in writing to the other provided however that neither party shall give such notice to the other before the 30th November, 2009 and the provisions of the Agreement shall not stand terminated until the 31st December, 2009.

IN WITNESS WHEREOF THE PARTIES HEREUNDER HAVE SET THEIR HANDS ON THIS 8TH DAY OF MAY TWO THOUSAND AND SEVEN.



The image shows two columns of handwritten signatures and stamps. The left column contains signatures of representatives from the Union and the Company, with a stamp that reads 'For and on behalf of the Union Disputes Committee'. The right column contains signatures of representatives from the Parent Union and the Employers' Federation of Ceylon (EFC), with a stamp that reads 'For and on behalf of the Industrial Disputes Committee'. Below the signatures are lines for names and designations, which are also handwritten.

**Abbreviations:** Data and other related documents in terms of indicators used for different parameters

[illegible]



[illegible]

My No.: CA/Plantation 01(A) 2007.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chilaw Plantations Ltd. No. 165, Puttalam Road, Chilaw of the one Part and Ceylon Estates Staffs' Union, No. 06 Aloe Avenue Colombo 03 of the other part on 15th May, 2007, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner - General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
25th July, 2007.

### Collective Agreement No. 20 of 2007

#### COLLECTIVE AGREEMENT CLERICAL STAFF

THIS Collective Agreement entered into between Chilaw Plantations Limited of No. 165, Puttalam Road, Chilaw of the First Part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 of the Second Part made and entered into on this 15th day of May, 2007.

#### WITNESSETH AS FOLLOWS:

1. **Title.** - This Agreement shall be known as the Plantations Management Companies Collective Agreement for Clerical Staff of Coconut Estates.
2. **Employers Covered and Bound.** - This Agreement shall bind Chilaw Plantations Limited for and in respect of the categories of Employees hereinafter described in Clause 3 hereof.
3. **Employees Covered and Bound.** - This Agreement shall cover and bind the members of the aforesaid Union who are employed by Chilaw Plantations Limited on Monthly contracts of employment and in respect of whom salary scales are prescribed in the First Scheduled hereof.
4. **Earlier Agreement.** - The Provisions of this Agreement shall supersede and replace, any earlier Agreements in respect of these Categories and shall be deemed Conclusive in relation to all terms and Conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, But the Party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.** - This Agreement shall be effective from the 1st day of August, 2004 and shall thereafter continue in force, unless by either party giving notice in terms of the Industrial Disputes Act Subject to the condition that no party shall give notice to the other unit after 31st July 2009.
6. **General Terms and Conditions.** - (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.  
(ii) Grading of employees covered shall be at the discretion of Employer.  
(iii) Upon completion of 10 years satisfactory service under the same employer, Junior Clerks shall re-designated as Clerks.
7. **Probation.** - On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion confirmation shall be by letter. However, in the event of probationary period not being extended after the period 6 months the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer shall have the right to terminate without notice or assigning reasons therefore.
8. **First Appointment.** - No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics, This will not apply to those who have experience in the trade.



9. **Attendance at Work.** - Unless otherwise specifically instructed by his employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place or such other place nominated by the employer which should be an appropriate place within the estate and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions :** (i) Wherever vacancies exist, all other factors being comparable, performance to be assessed by a competency test or efficiency bar. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible in the first instance and thereafter advertise nationally if suitable candidates are not available.

(ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.

(iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand (Rs. 1,000/-) per mensem.

(iv) Where the acting period, other than in over looking positions, continue for 6 months, The employer shall Prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries, Cost of Living Allowance and Arrears.** - The salaries payable to the employees covered and bound by this Agreement with effect from 01st August, 2004, shall be in accordance with the salary scales set out in Schedule I thereof:

(i) With effect from 01st August, 2004, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 15% of the monthly salary payable to such employee as at July 2004, and he shall thereafter be placed on the corresponding point in monetary terms on the salary scale applicable to his grade as set out in Schedule I hereof. In the event of there being no such corresponding point, the employee shall be placed on next higher point on such scale, save and except in respect of employees in grades which provide for an annual increment of Rs. 200 or more. In the case of such employees, they shall in the event of there being no corresponding point be placed on the nearest point on the applicable scale.

The conversion of salary points is set out at Schedule II thereof.

(ii) With effect from 01st August, 2006, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 7.5% of the monthly salary payable to each such employee as at July 2006, and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule IIA hereof in the same manner as provided at Sub-clause (i) above.

(iii) With effect from 01st August 2008, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 5% of the monthly salary payable to each such employee as at July 2008, and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule IIB hereof in the same manner as provided at Sub-clause (i) above.

(iv) The Cost of Living Allowance will continue to be paid from September 1998, at Rs. 1.64 per point where the Colombo Consumers' Price Index exceeds the figure for the month of July 1998, i.e. 2323.8.

(v) In the case of Storekeeper/Clerks who are presently entitled to an allowance on account of work as a Storekeeper, such employees shall continue to receive their allowance at the rate of 10% of the salary drawn by them. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

(vi) An employee covered by this agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 31st July, 2004, will be entitled to a sum representing the immediate increase received by the employee in terms of Sub-clauses (i) and (ii) above multiplied by thirty four (34) by way of notional wage arrears in respect of the period 01st August, 2004 to May 2007. Contributions to the EPF and ETF and to the Medical Fund in respect of each employee shall however, be made in respect of this notional payment. This payment shall not be taken into account for any other consequential benefits.

(vii) (a) Employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong -

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Junior Clerk	Rs. 850
Clerk	Rs. 900
Senior Clerk	Rs. 1,050
Chief Clerk	Rs. 1,150
Special Grade Chief Clerk/Administrative Officer	Rs. 1,200

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(b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. **Overtime.**— If required by his Employer, an Employee shall work reasonable overtime, which has been authorized by the Employer. Overtime work shall be remunerated at one and half times the normal hourly rate.

13. **Weekly, Statutory and Poya Holidays.**— An employee will be entitled to holidays as provided for in the Shop and Office Employees' Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

14. **Leave.**— Annual Leave and Casual Leave shall be granted as prescribed in the Shop and Office Employees' Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid Annual Leave as a special benefit. This right shall not extend to any employee recruited after 19th January, 1995.

(a) **SICK LEAVE.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a medical certificate. For leave of more than 2 days, a medical certificate from an approved medical practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned where he deems it appropriate.

(b) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.

(c) In the case of an employee whose terms presently permit him to a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

(i) **CASUAL LEAVE.**— All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

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

16. **Age of Retirement:** (i) The age of retirement shall be 55 years in respect of all those persons who have reached the said age of 55 years on or before the 15th May, 2007, except in the case of staff whose letters of appointment specify a higher retirement age, in which event the terms of his letter of appointment shall prevail. The age of retirement shall be 58 years thereafter. However, the management in special cases will consider granting two annual extensions thereafter of one year at a time at its sole discretion until the age of 60 years.

(ii) If the employer decides to retire an employee at the age of 58 years shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice.

(iii) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension.

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

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

18. **Suspension Pending Disciplinary Inquiries.**— (1) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.

(2) Suspension of an employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.

(3) The provisions contained in Sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. **Administrative Transfers.** - (1) Transfers not involving hardship in relating to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.

(2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at end of the year with three months' notice in writing.

(3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the year prior to his retirement.

(4) The provisions of Sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

20. **Annual Increments.** - (1) Annual increments shall be granted automatically on completion of an year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

(2) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

21. **Disciplinary Inquiries.** - (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.

(2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

(3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (07) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.

(4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.

(5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.

(6) The Employer shall endeavor to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

(7) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

22. **Variations of Terms and Conditions of Employment and Disputes.** - (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
- (2) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employees.
- (3) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour, under the Industrial Disputes Act.
- (4) If no settlement could be reached in terms of Sub-clause (iii) above the dispute may be referred to voluntary arbitration thereafter.
23. **Duty Leave.** - (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as requested by the Union in writing.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in Sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (4) By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

## PART II

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

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

Senior Staff	-	140 units
Junior Staff	-	100 units
Other/minor Staff	-	75 units

KEROSENE. - Employer shall provide 15 litres kerosene per month to those employees resident on estate/divisions without electricity being provided.

3. **Death Grant.** - 1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 10,000 as funeral expenses.

2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters within three (03) month of death.

3. If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

4. **Medical Aid Scheme.** - A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

5. **Coconut Allowance.** - The employer shall provide 40 coconuts per month at Re. 1 to members of estate staff (including future recruits) irrespective of what they had been enjoying in the past.

3. ADMINISTRATIVE TRANSFERS.- If a child of an employee, resident on estate, is sitting G.C.E. (O/Level) or (A/Level) for the first time in any year, such employee will not be transferred for administrative reasons during such year.

24. *Interpretation.-*

<i>Word</i>	<i>Meaning</i>
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the company referred to in as the party of the First Part in this Agreement.
Gender	Any reference to the masculine gender shall include the feminine as well.
Union	means either the Union referred to as the party of the Second Part in this Agreement.
Week	a period between midnight on Saturday and midnight on the succeeding Sunday.
Year	continuous period of 12 months.

IN WITNESS HEREOF PARTIES HAVE SET THEIR HANDS ON THIS FIFTEENTH DAY OF MAY, 2007.

For and on behalf of  
 (Sri Lanka Petroleum Corporation Ltd.)  
 M. L. Rajaratne  
 Managing Director (HR)  
 Sri Lanka Petroleum Corporation Ltd.

Witnessed  
 V. P. Gunaratne  
 Director  
 Sri Lanka Petroleum Corporation Ltd.

For and on behalf of  
 Capital Employers (CETU) Union  
 P. Rajaratne  
 President

Witnessed  
 H. J. Jayasinghe  
 General Secretary  
 Capital Employers (CETU) Union

For and on behalf of  
 M. L. Rajaratne  
 Deputy President  
 Capital Employers (CETU) Union

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Index	Project Name	Project Manager	Start Date	End Date	Status	Progress (%)	Budget (€)	Actual Cost (€)	Remaining Budget (€)
		Project Manager							



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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My No.: CA/Plantation 01(C) 2007.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chilaw Plantations Limited, No. 165, Puttalam Road, Chilaw of the one Part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other Part on 15th May, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner- General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
25th July, 2007.

## Collective Agreement No. 21 of 2007

### COLLECTIVE AGREEMENT

#### MAINTENANCE AND SUPPORT STAFF

This Collective Agreement entered into between Chilaw Plantations Limited of No. 165, Puttalam Road, Chilaw of the First Part and Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 of the Second Part made and entered into on this 15th day of May 2007.

#### WITNESSETH AS FOLLOWS:

1. **Title.**— This Agreement shall be known as the Plantations Management Companies Collective Agreement for Maintenance and Support Staff of Coconut Estates.
2. **Employers Covered and Bound.**— This Agreement shall bind Chilaw Plantations Limited for an in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Employees Covered and Bond.**— This Agreement shall cover and bind the members of the aforesaid Union who are employed by Chilaw Plantations Limited on monthly contracts of employment and in respect of whom salary scales are prescribed in the First Schedule hereto. In addition Watchers who were absorbed into the employers' service from the Land Reform Commission (LRC) shall also be covered and bound in respect of terms and conditions of this agreement other than salaries and cost of living allowance (COLA) which will continue to be paid as at present.
4. **Earlier Agreement.**— The provisions of this Agreement shall supersede and replace, any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of existence of any such alleged term or condition.
5. **Date of Operation and Duration.**— This Agreement shall be effective from the 1st day of August 2004 and shall thereafter continue in force, unless by either party giving notice in terms of the Industrial Disputes Act subject to the condition that no party shall give notice to the other until after 31st July, 2009.
6. **General Terms and Conditions.**— (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.  
  
(ii) Grading of employees covered shall be at the discretion of Employer.
7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion. Confirmation shall be by letter. However, in the event of probationary period not being extended after the period of 6 months the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer shall have the right to terminate without notice or assigning reasons therefore.

8. **Attendance Work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual stating time and at the usual working place or such other place nominated by the employer which should be an appropriate place within the estate and shall thereafter remain available for work throughout the normal working hours.
9. **Salaries, Cost of Living Allowance and Arrears.**— The salaries payable to the employees covered and bound by this Agreement with effect from 01st August, 2004 shall be in accordance with the salary scales set out in Schedule I thereof.

- (i) With effect from 01st August, 2004, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 15% of the monthly salary payable to such employee as at July, 2004 and he shall thereafter be placed on the corresponding point in monetary terms on the salary scale applicable to his grade as set out in Schedule I hereof. In the event of there being no such corresponding point, the employee shall be placed on next higher point on such scale.

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

- (ii) With effect from 01st August, 2006, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 7.5% of the monthly salary payable to each such employee as at July 2006 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule II A hereof in the same manner as provided at sub clause (i) above.
- (iii) With effect from 01st August, 2008, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 5% of the monthly salary payable to each such employee as at July, 2008 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schele IIB hereof in the same manner as provided at sub clause (i) above.
- (iv) The Cost of living Allowance will continue to be paid from September 1998 at Rs. 1/64 per point where the Colombo Consumers' Price Index exceeds the figure for the month of July 1998, i.e. 2323.8.
- (v) An employee covered by this agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 31st July, 2004 will be entitled to a sum representing the immediate increase received by the employee in terms of sub clauses (i) and (ii) above multiplied by thirty four (34) by way of notional wage arrears in respect of the period 01st August, 2004 to May, 2007. Contributions to the EPF and ETF and to the Medical Fund in respect of each employee shall however, be made in respect of this notional payment. This payment shall not be taken into account for any other consequential benefits.
- (vi) (a) Employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive Rs. 720.00 as rent allowance.
- (b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

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

11. **Leave.**— Employees shall be entitled to a maximum of 14 days Annual Leave. In first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid Annual Leave as a special benefit. This right shall not extend to any employee recruited after 19th January 1995.

- (a) SICK LEAVE - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a medical certificate. For leave of more than 2 days, a medical certificate from an approved medical practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned where he deems it appropriate.
- (b) In the event of an employee not availing himself of his full quote of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.
- (c) In the case of an employee whose terms presently permit him to a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

- (iii) CASUAL LEAVE.- All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
- (iv) Employees shall be allowed Public Holidays to which they are entitled by the decision of the relevant Wages Board.
- (v) For Greche Attendants and Welfare Officers leave entitlements shall be as per the Plantation Medical Staff Collective Agreement for Tea, Rubber and Oil Palm Estates.

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

13. **Age of Retirement.**- (i) The age of retirement shall be 55 years in respect of all these persons who have reached the said age of 55 years on or before the 15th May, 2007, except in the case of staff whose letters of appointment specify a higher retirement age, in which event the terms of his letter of appointment shall prevail. The age of retirement shall be 58 years thereafter, However, the management in special cases will consider granting two annual extensions thereafter of one year at a time at its sole discretion until the age of 60 years.

(ii) If the Employer decides to retire an employee at the age of 58 years shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice.

(iii) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension.

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

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

15. **Suspension Pending Disciplinary Inquiries.**- (1) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer of a charge or charges of misconduct against him. Such suspension shall be in writing.

2. Suspension of an employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.

3. The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

16. **Administrative Transfers.**- (1) Transfers not involving hardship in relating to schooling of children or employment of a spouse, will be subject to the exigencies of the service and the requirements of the Employer be made at the discretion of the Management with one month's notice in writing.

(2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at end of the year with three months' notice in writing.

(3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the year prior to his retirement.

(4) The provisions of Sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the management shall give reasonable notice, depending on the circumstances of each case.

17. **Annual Increments.**-(1) Annual increments shall be granted automatically on completion of an employee's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

2. An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

18. **Disciplinary Inquiries.**-(1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.



2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work, Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received unless circumstances prevent the Employer from doing so.

5. An employee shall be permitted to have a Union member to defend him at the inquiry. Such representatives shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the persons defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.

6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

7. Notwithstanding the above provisions an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination, In such event, the Union may appeal to the Employer or to the appropriate forum.

19. **Variations of Terms and Conditions of Employment and Disputes.** - (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.

2. Any employee enjoying a benefit which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefits shall not extend to any other employees.

3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Dispute Act.

4. If no settlement could be reached in terms of sub-clause (III) above the dispute may be referred to voluntary arbitration thereafter.

20. **Duty Leave.** - (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as requested by the Union in writing.

(2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.

(3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.

(4) By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

## Part II

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

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

Senior Staff	-	140 units
Junior Staff	-	100 units
Other/minor Staff	-	75 units

**Kerosene.** - Employer shall provide 15 litres kerosene per month to those employees resident on estate/divisions without electricity being provided:

3. **Death Grant.** - (1) With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 10,000 as funeral expenses.
- (2) The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters within three (03) months.
- (3) If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months salary within one month of the death of the staff member.
4. **Medical Aid Scheme.** - A staff member who is member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.
5. **Coconut Allowance.** - The employer shall provide 40 coconuts per month at Re. 1 to members of estate staff (including future recruits) irrespective of what they had been enjoying in the past.
6. **Administrative Transfers.** - If a child of an employee, resident on estate, is sitting G. E. C. (O/Level) or (A/Level) for the first time in any year, such employee will not be transferred for administrative reasons during such year.

#### 24. **Interpretation.** -

Word	Meaning
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the company referred to in as the party of the First Part in this Agreement.
Gender	Any reference to the masculine gender shall include the feminine as well.
Union	means either the Union referred to as the party of the Second Part in this Agreement.
Week	a period between midnight on Saturday and midnight on the succeeding Sunday.
Year	continuous period of 12 months.

IN WITNESS WHEREOF PARTIES HAVE SET THEIR HANDS ON THIS FIFTEENTH DAY OF MAY, 2007.





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Category	Sub-category	Item	Unit	Quantity	Unit Price	Total Price	Remarks
Material	Concrete	Cement	kg	1000	1.20	1200.00	
		Sand	m³	10	150.00	1500.00	
Material	Brick	Brick	unit	1000	0.50	500.00	
		Mortar	m³	10	100.00	1000.00	
Material	Steel	Steel Bar	kg	1000	1.50	1500.00	
		Steel Plate	m²	10	150.00	1500.00	
Material	Wood	Wood	m³	10	100.00	1000.00	
		Wood Board	m²	10	100.00	1000.00	
Material	Paint	Paint	kg	1000	1.00	1000.00	
		Paint Primer	kg	1000	1.00	1000.00	
Material	Roofing	Roofing Sheet	m²	10	100.00	1000.00	
		Roofing Tile	m²	10	100.00	1000.00	
Material	Insulation	Insulation	m³	10	100.00	1000.00	
		Insulation Board	m²	10	100.00	1000.00	
Material	Flooring	Flooring	m²	10	100.00	1000.00	
		Flooring Tile	m²	10	100.00	1000.00	
Material	Wallpaper	Wallpaper	m²	10	100.00	1000.00	
		Wallpaper Board	m²	10	100.00	1000.00	
Material	Lighting	Lighting	kg	1000	1.00	1000.00	
		Lighting Fixture	kg	1000	1.00	1000.00	
Material	Plumbing	Plumbing	m³	10	100.00	1000.00	
		Plumbing Pipe	m³	10	100.00	1000.00	
Material	Electrical	Electrical	m³	10	100.00	1000.00	
		Electrical Wire	m³	10	100.00	1000.00	
Material	HVAC	HVAC	m³	10	100.00	1000.00	
		HVAC Pipe	m³	10	100.00	1000.00	
Material	Sanitary	Sanitary	m³	10	1		

[illegible]