



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

අති විශේෂ EXTRAORDINARY

අංක 1481/21 – 2007 ජනවාරි 23 වැනි අඟහරුවාදා – 2007.01.23

No. 1481/21 – TUESDAY, JANUARY 23, 2007

(Published by Authority)

## PART I : SECTION (I) – GENERAL Government Notifications

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

My No.: CI / 1766.

THE Collective Agreement entered into between Tan Lanka Limited, No. 10, Wewelduwa, Kelaniya, of the one part and Inter Company Employees Union, No. 158 / 18, E. D. Dabare Mawatha, Colombo 05 of the other part on 16th October, 2006 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.  
12th December, 2006.

### Collective Agreement No. 29 of 2006

#### COLLECTIVE AGREEMENT

This Collective Agreement entered into in terms of the Industrial Disputes Act on this 16th day of October, Two Thousand and Six, to take effect from the 1st day of March, Two Thousand and Five between Tan Lanka Limited, a Company duly registered under the Companies Act, and having its registered office at No. 10, Wewelduwa, Kelaniya, ( hereinafter referred to as the Employer) of the One Part and the Inter Company Employees Union, a Trade Union duly registered under the Trade Unions' Ordinance Act and having its registered office at No. 158 /18, E. D. Dabare Mawatha, Colombo 5, ( hereinafter referred to as the Union), of the Other Part.

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

TITLE : The Collective Agreement shall be known and referred to as the Tan Lanka Limited Employees' Collective Agreement 2006.

1. **EMPLOYEES' COVERED AND BOUND.**– This Agreement shall cover and bind the Union and its members employed in the manual grades i.e. Production employees and indirect employees (maintenance, stores) who are in service with the Employer, as at the date of signing this Agreement.
2. **DATE OF OPERATION AND DURATION.**– This Collective Agreement shall be effective as from the First day of March Two Thousand and Five, and shall continue to be in force unless it is terminated by either party with three months' notice to the other, in writing, provided

however that no such notice shall be given by either party, prior to 31st December, Two Thousand and Seven, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 31st day of January, Two Thousand and Eight. Any notice of termination given by a party prior to the 31st day of December, Two Thousand Seven shall have no effect whatsoever.

3. **SALARIES.-**

SCHEDULE I

FOR PRODUCTION EMPLOYEES (MANUAL GRADES). -

1. A sum of Rs. 400/= would be added to the salary from March 2005. The rate per extra unit of the Production Incentive would be increased by cents 0.25 effective March 2005.

From August 2005, a further sum of Rs. 600/= would be added to the basic salary. The unit rate would remain same. The payment of Rs. 400/= and the Rs. 600/= would set off the necessity to pay any allowance under the Budgetary Relief Allowance of Workers Act No. 36 of 2005.

2. The basic salary would be increased by 8% from February 2006. The Production Incentive Unit would be increased by cents 0.50.
3. The basic salary would be increased by 6% from February 2007. The Production Incentive Unit would be increased by cents 0.50.

SCHEDULE II

FOR INDIRECT EMPLOYEES (MAINTENANCE, STORES). -

- (a) A minimum increase of 8% from March 2005, If the increase was less than Rs. 1000.00, the balance sum would be added to the salary from 1 st August 2005. Parties agree that this would set off the necessity to pay any allowance under the Budgetary Relief Allowance of Workers' Act, No. 36 of 2005.
- (b) A minimum 8% from February, 2006.
- (c) A minimum 6% from February, 2007.

The employer reserves the right to refrain from granting the above salary increases for the following reasons:

1. Unsatisfactory conduct by workers,
2. Not adhering to satisfactory working norms,
3. In respect of unauthorized attendance.

Parties agreed that in view of the salary increases of Rs. 400/= effective March, 2005 and Rs. 600/= effective August, 2005 which have been granted, there is no necessity for any arrears to be considered.

4. **PRODUCTION INCENTIVE SCHEME.** - The Production Incentive Scheme as agreed by the union and workers in respect of various operations in the Respondent Factory and the Units applicable for various operations is annexed herewith as Schedule (3) of this Collective Agreement.

A workman has to achieve a minimum of 4 units per day to be entitled to his daily wage. Payment of the Production Incentive as per Schedule (3) above would be calculated on Units achieved over and above the minimum requirement of 4 units.

5. **CALCULATION OF DAYS WAGE FOR THE PAYMENT OF BONUS AND NO PAY LEAVE / UNAUTHORIZED ABSENCE OF PRODUCTION WORKERS. —**

At present for the payment of year end bonus, the days wage is calculated as follows :

$$\text{The average days wage} = \frac{\text{Total earnings for the previous 3 months}}{\text{Number of working days in the previous 3 months}}$$

In future for the days wage calculation will be done as above for all purposes such as :

- Payment of Bonus
- Deductions for no pay leave
- Deductions for unauthorized leave, etc.

06. **OVERTIME PAYMENT DURING WORK ON A HOLIDAY.** - During holidays it is agreed to pay overtime payment as per labour regulations. For this, employees have to perform work as per day's norm. If anyone works over and above the norms, an incentive payment would be made as per Schedule 3.
07. **MAINTENANCE EMPLOYEE DURING HOLIDAY WORK.** - A Maintenance Employee would be kept on duty during work on a holiday only if 3 or more machines are operated.
08. **SALARY ADVANCES AND FESTIVAL ADVANCES.** - A copy of the present scheme applicable is annexed herewith as schedule (4). Parties agreed to adhere to same.
09. **GRIEVANCE RESOLUTION PROCEDURE.** - Parties agreed to accept the following Dispute Resolution Procedure in the event of any dispute regarding terms and conditions of this Agreement or any other dispute in the work place.

Either party will initially notify the other of any dispute, which may arise in the work place. Thereafter, a discussion would be held firstly between the management and the branch union. Secondly between the management branch union and the parent union under auspices of the EFC. Thirdly, either party would have to refer the matter for conciliation to the Department of Labour as per the Terms of the Industrial Disputes Act. The branch union and the union agreed that no strike action would be launched in respect of any dispute without following the above Dispute Resolution Procedure. After following the above Dispute Resolution Procedure, in the event of strike action being contemplated, 14 days notice should be served on the employer prior to resorting to strike action. The union and workers agreed that no strike action would be contemplated in respect of any of the terms and conditions contained in this Agreement. Any breach of this Clause would entitle the employer to repudiate this Collective Agreement.

10. The union and the branch union agreed that during the pendency of this Agreement they would not make any further demands of a monetary nature of any kind whatsoever.
11. The union and its members shall cooperate with the company in the maintenance of discipline, avoidance of waste, maintenance of safe work conditions, improvement of quality, improvement of productivity and securing efficiency in such manner as to augment the competitiveness strength of the company.
12. The union and its members agree that during the period of this Agreement they shall not seek to change or vary the terms of employment and shall not resort to any trade union action on any matters covered therein.

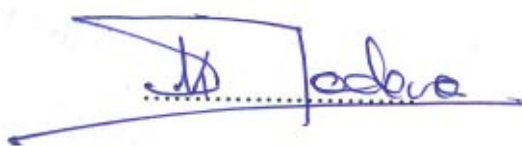
For & on behalf of  
TAN LANKA LIMITED



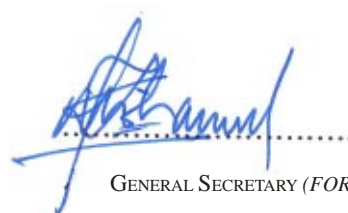
GENERAL MANAGER

Witness :

K. D. J. RAJEDEVA  
FACTORY MANAGER.



For & on behalf of  
INTER COMPANY EMPLOYEES UNION



GENERAL SECRETARY (FOR)

Witness :

CHANDANA SILVA (Branch Se.)  
GENERAL SECRETARY



## 1 වන උපලේඛනය

සේ. අ. අංකය	නම	අත්සන
08	එල්. යූ. ඩී. චන්ද්‍රසේන	
16	ඒ. කේ. ඉන්ද්‍රජිත් පෙරේරා	
26	එච්. ජේ. ඩී. චිත්තක පෙරේරා	
46	ඒ. ඒ. ඩී. විරසිරි	
52	ඩබ්. ඒ. ජී. සරත්	
55	එස්. ඩී. හියුබට් ඇන්තනි	
56	ඩබ්. ඒ. නිමල්	
60	ඩබ්. ඒ. ඩී. සිරිල්	
63	ඒ. පී. චන්දන ද සිල්වා	
65	පී. ඩී. මහින්ද	
74	ටී. ඩෙන්සිල් ඇන්ටන් රොද්‍රිගු	
81	ටී. රෝෂන් රොද්‍රිගු	
84	ජී. ලාල් සිල්වා	
87	එස්. ජේ. ඇන්ඩර්සන්	
95	ඒ. රොහාන් නිශාන්ත	
96	ටී. ජී. බී. ජී. රොද්‍රිගු	
98	ටී. එච්. ඩී. එල්. නිශාන්ත	
105	පී. පරමසිවම්	
112	එම්. කේ. එම්. රාජරත්නම්	
131	පී. කේ. ප්‍රනාන්දු	
137	ඩී. නාගින ඇන්තනි	
142	කේ. එස්. එල්. සිල්වා	
150	ටී. කේ. ඩී. ප්‍රියන්ත ගුණසේකර	
156	එම්. ඒ. රාජිත් ප්‍රේමසිරි	
193	පී. එච්. ආනන්ද ප්‍රනාන්දු	
197	එම්. ඩී. කේ. ප්‍රනාන්දු	
204	ඩබ්. ඒ. ජී. යූ. සමන්ත	

## 2 වන උපලේඛනය

සේ. අ. අංකය	නම	අත්සන
198	කේ. ඒ. ඩී. ලක්මාල්	

## 3 වන උපලේඛනය

## සම් පෙහවීම (Soaking)

වැකිය පිරිසිදු කර	සේවක සංඛ්‍යාව	3001 4001Kg	4001 5000Kg	5001 6000Kg
(1) හුණු සහ බැක්ටීරියා නාශක හොඳට දියවන සේ වැකියට ජලය පිරවීම	01	25	03	04
(2) අට්ටි ගසා ගෙනෙන ලද අමු සම් එම වැකියට හොඳට පෙහවීමට හැකි වන සේ දැමීම (විසිරෙන සේ)	01	06	08	10
(3) පසු දින එම පොහවන ලද අමු සම් බක්කි පැලටයකට දැමීම	01	10	12	14

## මස් කපන මැෂිම (Fleshing Machine) සියළුම වර්ගයේ සම් සඳහා

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
1. ලෝම ඉවත් කරන ලද හුණු සම් (Lime Pelt) පැඩලය සහ ට්‍රිමය අසල ඇති වැකියෙන් ගෙන බක්කි පැලටය මත අට්ටි ගැසීම	02	33	43	52
2. මස් කැපීම සඳහා (Fleshing) යන්ත්‍රය ක්‍රියාකරවීම සහ එම ක්‍රියාවලිය අවසානයේ යන්ත්‍රය පිරිසිදු කිරීම යන්ත්‍රයට තෙල් දැමීම සහ මස් කපන ලද සම් පැලටය මත අට්ටි ගැසෙන සේ දැමීම	02	37	47 1/2	58

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
3. මස් කැපීමෙන් පසු සමේ එල්ලෙන අනවශ්‍ය කොටස් කපා ඉවත් කිරීම ජව කානුව පිරිසිදු කිරීම, ජව ටැංකිය වළෙන් ගොඩ ගෙන නියමිත ස්ථානයට ජව දැමීම, වලේ සවිකර ඇති (pit) වතුර ඉවත් කිරීමට ඇති මෝටරය අවශ්‍ය පරිදි ක්‍රියාකරවීම සහ එහි පරිසරය පිරිසිදු කරවීම	02	28	36	44
* කි. ග්‍රෑම් 6000ට අතිරේකව කරන ඉහත 1, 2, 3 ක්‍රියාවලිය සඳහා මුදල් ගෙවීම පහත අයුරින් දැක්වෙයි. එනම්, අතිරේක කි. ග්‍රෑම් 6000ක් සඳහා රු. 3680ක් ගෙවනු ලැබේ.				
* යන්ත්‍රය ආපදාවක් ඇතිවූ අවස්ථාවක හැර ඉහත සඳහන් ක්‍රියාවලියේ 1, 2, 3 සම්පූර්ණ කිරීම සඳහා පැය 6කට වැඩි කාලයක් ගතවුවහොත් සෑම සේවකයෙකුගෙන්ම ඒකක 3 බැගින් අඩු කරනු ලැබේ.				
* අවමය 5 සහ උපරිමය 6				

### හුණු සම් පලන මැපීම (Lime Spliting Machine)

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
1. මස් කපන ලද සම බුරුවා මත තබා සමේ නියමිත හැඩය ආරක්ෂා වන පරිදි ට්‍රිම් කර එය පලන මැපීමේ පැලටය මත අට්ටි ගැසීම ට්‍රිම් කරන ලද කැබලි නියමිත ස්ථානයට දැමීම සහ එම පරිසරය පිරිසිදු කිරීම	03	48	60	72
2. හුණු සම් පලන මැපීම ක්‍රියාකරවීම සහ අවශ්‍ය සෂකම ඒකාකාරීව ලබාගැනීමට යන්ත්‍රය නිසි පරිදි සිරුමාරු කිරීම	02	32	40	48
3. මැපීමේ අතින් පැත්තේ සිට සම ඇදීම කරන අතර එය සමට හානි නොවන සේ වගකීමෙන් කළ යුතුය	03	48	60	72
4. පලන ලද සම් (මැපීමේ) බක්කි පැලට්ටලට දැමීම ඉවත්වන අනවශ්‍ය කැබලි නියමිත ස්ථානයට දැමීම පලන ලද සමේ සෂකම පරීක්ෂා කිරීම සහ එහි අවට පරිසරය පිරිසිදු කිරීම	01	16	20	24
5. මස් කපන ලද සම බුරුවා මත තබා දෙකට පැලීම (Sidding)	03	26	32 1/2	39
6. දෙකට පලන ලද සම් පලු සඳහා (Side) පලන මැපීමේ ක්‍රියාවලිය සඳහා	05		සම් පලු 100 ට ඒකක 1 1/2 X 5	

යම් දිනක සාමාන්‍ය තොගය වන කිලෝග්‍රෑම් 6000ට අමතරව පලන සෑම කිලෝග්‍රෑම් 3000ක් සඳහාම පහත අයුරින් ගෙවනු ලබයි.

- 1 - ඒකක 45
- 2 - ඒකක 30
- 3 - ඒකක 45
- 4 - ඒකක 15

### හුණු සම් හැසිරවීම (Lime Pelt Handling)

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
(1) හුණු සම් ටැංකියට දැමීම (එය CLPL හෝ T/L) * ප්‍රථමයෙන් හුණු ජලයේ දියකර දමා ඉන් සම් උඩට නොඑන සේ අට්ටි ගැසීම කළ යුතුය. ඉන්පසු ගෝනිවලින් වසා දැමිය යුතුය.	01	08	10	12
(2) හුණු සම් ටැංකියෙන් එළියට ගෙන බක්කි පැලටයට දැමීම	01	10	13	16
(3) හුණු සම් වුමයට පැටවීම ඔසවන යන්ත්‍රය ආධාරයෙන්	01	06	7 1/2	09

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
(4) හුණු සම් ටැංකියක සිට මස් කපන මැෂිම සහ පලන මැෂිමේ සිට ලොරියකට පැටවීම ඔසවන යන්ත්‍රය භාවිතා නොකර	02	24	30	36
(5) ඉහත (4) හි ක්‍රියාවලිය ඔසවන යන්ත්‍රය භාවිතා කරමින් කළ විට	01	12	15	18

ක්‍රෝම් අංශය (Wet Section)

	සේවක සංඛ්‍යාව	3001 4000Kg	4001 5000Kg	5001 6000Kg
(1) ඩ්‍රමයට හුණු සම් පැටවුණයින් පසුව ක්‍රියාවලි පත්‍රයට අදාළව රසායනික ද්‍රව්‍ය ගෙන ඒම. නියමිත කාල පරාසයක් තුළදී සිදුකරන පරීක්ෂා කිරීම් අංශභාර නිලධාරියාට දැන්වීම	01	7 1/2	9 1/2	11 1/2
(2) ඉහත ක්‍රියාවලිය අවසන් වී සම් තොගය බිමට බැව්වායින් පසුව (unloading) එය බක්කි පැලටයකට දැමීම	(1) Cow 01	10	12 1/2	15
(2) Buffalo	01	10	13	16
(2) ක්‍රෝම් ටැංකින් කළ සම් බක්කිවල සිට පැලටයට හෝ බිමට අවටි ගැසීම	(1) Cow 01	11 1/4	14	17
(2) Buffalo	01	12	15	18
(4) සල්පියුරික් අම්ලය ජලයේ දිය කිරීම (1:10 අනුපාතයට)		කි. ග්‍රෑම් 3000 → කි. ග්‍රෑම් 6000 දක්වා 04 ඒකක වැඩිවන සෑම කි. ග්‍රෑම් 3000ක් සඳහාම ඒකක 2 ක් වැඩිවේ.		

ක්‍රෝම් සම් ගැසිරවීම (Wet Section Handling)

	සේවක සංඛ්‍යාව	පළ ගණන	ඒකක ගණන
(1) ක්‍රෝම් කරන ලද සම් තේරීම සහ දිග හැර අවටි ගැසීම	01	100	1 1/2
(2) ක්‍රෝම් පළ දිග හැර අවටි ගැසීම	01	100	3/4
(3) ක්‍රෝම් පළ ට්‍රිම් කිරීම සහ අනවශ්‍ය කොටස් නියමිත ස්ථානයට දැමීම	01	100	1 1/4
(4) ක්‍රෝම් පළ ලොරියෙන් බැම සහ පැටවීම			
ඔසවන යන්ත්‍රය සහිතව	01	100	3/4
ඔසවන යන්ත්‍රය රහිතව	01	100	1 1/4
(5) ක්‍රෝම් පළ සෙටින් කිරීම සහ අවටි ගැසීම (පැලටය මත)	01	100	02
(6) ක්‍රෝම් කරන ලද සම් විශේෂිත බූරුවා මත තබා දෙකට පැලීම (siding) සහ අවටි ගැසීම		3001 4000	4001 5000
	03	26	32
			5001 6000
			39
(7) ක්‍රෝම් පළ අවටි දමා වේලීම වියලුණු සම් අවටි ගැසීම හා ප්‍රවාහනය		100	5 1/2
(8) ක්‍රෝම් බඩ පළ (splits) ට්‍රිම් කිරීම, අවටි ගැසීම, අනවශ්‍ය කොටස් නියමිත ස්ථානයට දැමීම			
1. ආනයනය (Wet Blue)		100	1.5
2. සාමාන්‍ය (Wet Blue)		100	01
(9) ක්‍රෝම් බඩ පළ ලොරියට පැටවීම		100	1/2
		100	3/4

පලන මැසීම (Splitting Machine)

සේවක සංඛ්‍යාව පල ගණන ඒකක ගණන

- (1) තෙත සම් අංශයේ (Wetblue Section) අට්ටි ගසා ඇති සම් කරන්නෙයින් රැගෙන විත් පලන මැසීමේ පැලටය මත අට්ටි ගැසීම සහ පලන ලද සම් ප්‍රවාහනය සහ අට්ටි ගැසීම කළ යුතුය.  
සාමාන්‍ය සම් 100 - 2.5 ඒකක  
ආනයනය කළ සම් 100 - 3.25 ඒකක
- (2) පලන මැසීමේ ක්‍රියාකරු විසින් නියමිත පරිදි මැසීම සිරුමාරු කර මැසීම ක්‍රියාත්මක කිරීම සහ යන්ත්‍රයට අවශ්‍ය තෙල් සහ වෙනත් සිරුමාරු කිරීම අවශ්‍යතාවය මත සොයා කිරීම ඇතුළුව,  
සම් පල (grain) Sides 200 - 6 1/2 ඒකක  
ලොකු බඩ පල Pieces 100 - 1 1/2 ඒකක  
පොඩි බඩ පල Pieces 100 - 01 ඒකක  
ආනයනය කළ සම් Sides 100 - 10 ඒකක
- (3) පලන මැසීමේ උදව්කරු විසින් සම්වල නියමිත සංඛ්‍යාව බැලීම, මැසීමෙන් සිදුවන හානිවිම්වලදී මැසීම නැවත යථා තත්ත්වයට පත්කර ගැනීම කළ යුතුය.  
සම් පල (grain) Sides 100 - 1 1/4 ඒකක  
ලොකු බඩ පල Pieces 100 - 3/4 ඒකක  
පොඩි බඩ පල Pieces 100 - 1/2 ඒකක  
ආනයනය කළ සම් Sides 100 - 10 ඒකක
- (4) අමතර සේවකයෙකු සඳහා  
සම් පල 200 සඳහා ඒකක 03  
ආනයනය කළ සම් 200 සඳහා ඒකක 03

සේවින් මැසීම (Shaving Machine)

සේවක සංඛ්‍යාව පල ගණන ඒකක ගණන

- (1) සේවින් මැසීමේ උදව්කරු සඳහා  
පලන ලද සම් මැසීමට ගෙන ඒම, සේවින් කළ පසු අනවශ්‍ය කොටස් කපා නියමිත ස්ථානයට දැමීම, සේවින් කුඩු ඉවත් කිරීම, සංඛ්‍යාව පරීක්ෂා කිරීම, අනවශ්‍ය කැබලිවල බර කිරීම, උදව්කරුගේ වැඩ ක්‍රියාවලියයි.  
සම් පල Sides 100 - 3.75 ඒකක  
බඩ පල Pieces 100 - 02 ඒකක  
මුළු සම් සඳහා Hides 100 - 05 ඒකක  
ආනයනය කළ සම් Sides 100 - 09 ඒකක
- (2) සේවින් මැසීමේ ක්‍රියාකරු සඳහා  
යන්ත්‍රය නිසි පරිදි සිරුමාරු කර අනවශ්‍ය සංඛ්‍යාව ලැබෙන සේ අවම දෝෂ සහිතව යන්ත්‍රය ක්‍රියාත්මක කිරීම (වැට්ටමක්ස්, සිදුරු) යන්ත්‍රයට තෙල් දැමීම, දවසේ වැඩ අවසානයේ යන්ත්‍රයට සුළං අල්ලා පිරිසිදු කිරීම අවට පරිසරය සමඟ,  
සම් පල Sides 100 - 3 1/4 ඒකක  
බඩ පල සඳහා Pieces 100 - 2.25 ඒකක  
මුළු සම් පල Hides 100 - 4 3/4 ඒකක  
ආනයනය කළ සම් සඳහා Sides 100 - 09 ඒකක

මයිල් සහිත සම් පැලීමේදී (splitting) සහ සේවින් (shaving) කිරීමේදී සාමාන්‍ය සම් සඳහා කරන ගෙවීමට අමතර එක (01) ඒකකයක් බැගින් ලබාදෙනු ලබයි.

තෙල් දමන අංශය (Retaining Section)

සේවක සංඛ්‍යාව වැඩි 700 kgs අඩු 700 kgs

- (1) සේවින් කර ඇති සම් තොගයේ බර කිරීම, ක්‍රියාවලි පත්‍රයට අනුව රසායනික ද්‍රව්‍ය ගෙන ඒම, ක්‍රියාවලි පත්‍රයේ කාලය සටහන් කිරීම, පරීක්ෂා කරනු ලබන වේලාවන්හිදී අංභාර නිලධාරියා දැනුවත් කිරීම හා ක්‍රියාවලිය අවසන් වී බිමට බා සම් අට්ටි ගැසීම.  
02 16 15
- (2) සම් රැළි නොගැසෙන සේ දිගහැර අට්ටි ගැසීම සඳහා එක් එක් ඉහත ක්‍රියාවලියකට  
සම් පල 100 සඳහා 3/4 ඒකක ගෙවනු ලැබේ



	සේවක සංඛ්‍යාව	වැඩි 700 kgs	අඩු 700 kgs
(3) එළු සම්, හුණු බඩ පලු සඳහා ඉහත (1) ක්‍රියාවලිය අනුගමනය කරමින් ක්‍රෝම් කිරීම සඳහා	02	16	15
(4) ඉහත (1) හි ක්‍රියාවලිය අනුගමනය කරමින් නැවත තෙල් දැමීම සඳහා (Re Fatliquoring)	02	12	11

## සැමින් මැෂිම සඳහා (Samming Machine)

	සේවක සංඛ්‍යාව	පලු ගණන	ඒකක ගණන
1. (i) තෙල් දැමූ සම් සැමි කිරීම (Samming - side)	01	100	02
(ii) තෙල් දැමූ බඩ පලු සැමි කිරීම (Samming - splites)	01	100	01
(iii) තෙල් දැමූ එළු සම් (Samming - goat skin)	01	100	01 1/4
2. සැමි කිරීමේදී එම කොටසට අදාළ කාණ්ඩ අංකය සඳහන් කිරීම	01	100	3/4
* ඉහත ක්‍රියාවලියේදී සම මේ ජලය ඉවත් වන ආකාරයට මැෂිම සීරුමාරු කර නැවත සම බුරුවා මත රැලි නොගැසෙන සේ දැමිය යුතුය			

## සෙටින් මැෂිම සඳහා (Setting Machine)

	සේවක සංඛ්‍යාව	පලු ගණන	ඒකක ගණන
1. සැමි කරන ලද සම් දෙපැත්ත අල්ලා රැලි නොගැසෙන සේ බුරුවා මත දැමීම	01	100	03
2. සැමි කරන ලද සම් තුන්පැත්ත අල්ලා රැලි නොගැසෙන සේ ඒ සඳහා වන විශේෂිත කරත්තය මත දිගහැර අට්ටි ගැසීම	01	100	04
3. සැමි කරන ලද එළු සම් දෙපැත්ත අල්ලීම	01	100	01 1/2
* මැෂිමේ ක්‍රියාවලියේදී සම රැලි නොගැසෙන සේ යන්ත්‍රය නිසි පරිදි ක්‍රියාත්මක කළ යුතුය			

## සම් වේලන අංශය (Drying Section)

	සේවක සංඛ්‍යාව	පලු ගණන	ඒකක ගණන
1. සෙටින් මැෂිමේ සිට බෝඩ් ගසන ස්ථානයට සම් රැගෙන යාම (කරත්තයෙන්) විශේෂිත	01	100	1.6 අඩු 1/2
2. ඇණ බෝඩ් ගැසීම සඳහා (Nail Board)	02	100	12
3. ටොගල් බෝඩ් ගැසීම සඳහා (i) නව ටොගල් බෝඩ්	02	100	10
(ii) පරණ ටොගල් බෝඩ්	02	100	12
4. ලැලි බෝඩ් අවටේ දමා වියළා නැවත මඩුව තුළට දැමීම	බෝඩ් 15	-	02 ඒකක
5. සම් ඩ්‍රමය අසලින් හෝ යම් ස්ථානයකින් ප්‍රවාහනය කර වැලේ එල්ලීම	01	100	02
6. ඉහත ක්‍රියාවලිය අවසානයේ සම් බැම සහ අවශ්‍ය ස්ථානයට ගෙන විත් අට්ටි ගැසීම	01	100	3/4
(1) වියලුණු සම් ඩ්‍රම් කිරීම (Dry milling) ඩ්‍රමය අසලට ගෙන එම, පැටවීම ඩ්‍රමය ක්‍රියාත්මක කිරීම අවසානයේ සම් අට්ටි ගැසීම	පලු	250	ඒකක
(2) සේවින් කරන ලද සම් කොටස ජලය සහිත වැකියට දමා පසුව ඩ්‍රමයට පැටවීම සඳහා ගොඩ දැමීම (wet back)	ඒකක	02	
(3) ඉහත ක්‍රියාවලිය (අංක 2) සඳහා ඩ්‍රමය පාවිච්චි කිරීම	ඒකක	03	

## වියළි සම්වල අනවශ්‍ය කොටස් ඉවත් කරන අංශය

(1) වියළි සම් මේසය මත තබා අනවශ්‍ය කොටස් කපා ඉවත් කිරීම සහ එම අනවශ්‍ය කොටස් නියමිත ස්ථානයට දැමීම	පලු	100	ඒකක	1 1/2
(2) ට්‍රම් කරන ලද සම් ගණන් කිරීම	පලු	100	ඒකක	0.33



(3) එම සම්චලට නොමිමරයක් යෙදීම (Batch No.)	පළ	100	ඒකක	1/2
(4) වියළි සම් තේරීම (තත්ත්වය) හා අට්ටි ගැසීම	පළ	100	ඒකක	0.33
(5) වියළි සම් ගණන් කර අදාළ කාණ්ඩ අංකය අනුව ලොරියට පැටවීම	පළ	100	ඒකක	3/4
(6) වියළි සම් වේලන ස්ථානවල සිට අනවශ්‍ය කොටස් කපන ස්ථානයට ගෙන ඒම	පළ	100	ඒකක	3/4
(7) වියළි සම් උඩ සිට පහළට ගෙන ඒම	පළ	200	ඒකක	1 1/4

\*මෙහි සඳහන් කර ඇති විශේෂ අවස්ථාවලදී හැර අනිත් සෑම අවස්ථාවකදීම මුළු හම් සඳහා හම් පළවලට ගෙවන ප්‍රමාණය මෙන් 1 1/2 ගෙවනු ලැබේ.

#### සේවින් ක්‍රියාවලියෙන් පසු (After Shaving – Resorting)

	සේවක සංඛ්‍යාව	පළ ගණන	ඒකක ගණන
	<i>Sides</i>	<i>Units</i>	
(1) සේවින් කරන ලද සම් අට්ටි ගැසීම	200	3/4	
(2) පලන ලද සම් (Chrom Splited) සහ සේවින් කරන ලද සම් තේරීම සහ අට්ටි ගැසීම	100	3/4	
(3) පලන ලද සම් ප්‍රවාහනය	100	1/2	
(4) පලන ලද සම් අට්ටි ගැසීම	200	1 1/4	
(5) සේවින් මැසීමේ උදව්කරු සඳහා පිටු අංක 9 සංශෝධනයට අදාළව නැවත සේවින් කිරීම සඳහා (Reshaving– Side 100 – 2 1/2 ඒකක ගෙවනු ලැබේ)			

#### තඩන්තු සම්බන්ධව නිෂ්පාදන සේවකයන් යොදන අවස්ථාවලදී

- (1) පලන මැසීමේ පිහිය (Knife) මාරු කිරීම ඒකක 39ක් ගෙවනු ලැබේ. මෙය සේවකයින් තුන්දෙනෙකුට යටත් බව සලකන්න.
- (2) සේවින් මැසීමේ සිලින්ඩරය මාරු කිරීමට උදව්කර මුවහත් කිරීමට ඒකක 20ක් ගෙවනු ලැබේ.

#### 4 වන උපලේඛනය

##### 01. වැටුප් අත්තිකාරම් (Salary Advance)

පෙර මාස තුනක සාමාන්‍ය වැටුපෙන් 40%ක් ගෙවනු ලැබේ. මෙය දින පහකට (05) පසු එළඹෙන පළමුවන සිකුරාදා ගෙවනු ලැබේ.

##### 02. උත්සව අත්තිකාරම් (Festival Advance)

උත්සව අත්තිකාරම් සඳහා රු. 8000/-ක මුදලක් ගෙවනු ඇත. එය සමාන වාරික 10 කින් අඩු කරනු ඇත.

02 - 216

My No.: CI/1494

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between SriLankan Airlines Limited, Level 19-22, East Tower, World Trade Centre, Echelon Square, Colombo 01 of the one part and Sri Lanka Nidahas Sevaka Sangamaya, 310, First Floor, T. B. Jayah Mawatha, Colombo 10 of the other part on 21st August, 2006 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.  
12th December, 2006.  
2A – G 008036

**Collective Agreement No. 30 of 2006**

COLLECTIVE AGREEMENT BETWEEN SRILANKAN AIRLINES LIMITED  
AND

SRILANKA NIDAHAS SEWAKA SANGAMAYA

2006 - 2009

**SRI LANKAN GRADED STAFF COLLECTIVE AGREEMENT 2006**

**1. ARRANGEMENT AND INDEX**

This Agreement is arranged as follows

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2. **TITLE.**– This Agreement is the “SriLankan Airlines Graded Staff Collective Agreement 2006” 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 June 2006 between the following parties listed in sections 3.2 and 3.3 and 3.4 below. In this Agreement, the terms “Employees” and “Graded Staff” shall mean all those Employees covered by either section 3.3 or 3.4 in this Agreement below.
- 3.2 Sri Lankan Airlines Limited, a Company incorporated in Sri Lanka with it’s official registered office address as Level 19 - 22, East Tower, World Trade Centre, Echelon Square, Colombo 01, Sri Lanka, hereinafter called the “Company” (which expression wherever the context so admits shall include and mean it’s successors and assigns).
- 3.3 The Sri Lanka Nidahas Sevaka Sangamaya, a registered Trade Union registered in Sri Lanka under registration number 3030 with it’s official registered office address as 310, First Floor, T.B. Jayah Mawatha, Colombo 10, Sri Lanka, hereinafter called the “SLNSS” (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 SLNSS and who are locally employed in a permanent capacity in grades 1-7 of the Graded Staff 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 1-7 of the Graded Staff grade structure who are not members of the SLNSS 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 SLNSS 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 Graded Staff were previously recorded in the Collective Agreement between the Company and the JSS dated 26 March 2003 which was valid from 1 st June 2003 and expired on 31 st May 2006).
- 4.2 AND WHEREAS the SLNSS can verify to the satisfaction of the Company that it represents at least 51% of the Graded Staff employed in a permanent capacity by the Company in Sri Lanka in grades 1-7 of the Graded Staff grade structure of Sri Lankan Airlines.
- 4.3 AND WHEREAS having received the demands and requests from the SLNSS, the Management of the Company discussed and negotiated with the SLNSS, 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 Graded Staff Collective Agreement 2006”.
- 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, 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 WINESETH 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 SLNSS and the Company have reached this Agreement, which includes clauses for the enhancement of salaries 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. 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 SLNSS 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 SLNSS 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 SLNSS 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 SLNSS to raise a dispute thereon.
- 4.10 AND THAT the terms and conditions of this Agreement effective from 1st June, 2006 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 June 2006 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 Graded Staff employed in a permanent capacity in grades 1-7 of the Graded Staff 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 June 2006, and shall thereafter continue to be in force unless it is determined by either party to terminate, giving one month's notice in writing to the other, provided however that one party hereto shall not give notice to the other party before the 1 st day of May 2009 and such notice shall not expire before the 31 st day of may 2009. This shall not preclude discussions taking place and commencing at any time after 1 st December 2008 between parties for a revision of the Agreement to be effective from 1 st June 2009. The above condition is subject to section 9 of the Industrial Dispute act No. 43 of 1950.
- 5.2 Subject to section 4.7 earlier, this Agreement replaces in full the previous Agreement between the Company and the JSS dated 26 th March 2003 which was valid from 1st June 2003 and expired on 31 st May 2006. 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 replace in full any other prior agreements, and replace all prior working practices, and replaces all prior terms and conditions of employment for employees employed in a permanent capacity in grades 1-7 of the Graded Staff 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 SLNSS and all Employees locally employed in a permanent capacity in grades 1-7 inclusive of the Graded Staff grade structure who are fully paid-up members of the SLNSS. Grades 1-7 inclusive do not cover "Aircraft Technicians". nor do they cover "Cabin Crew", who are instead covered by parallel grades.

- 6.3 This Agreement shall over and bind all individual Employees locally employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure who are not members of the SLNSS 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 SLNSS to represent the interests of, and when required negotiate on behalf of, all categories of locally permanent Employed Employees that are classified in grade 1-7 inclusive of the SriLankan Graded Staff grading structure in SriLanka who are fully paid-up members of the SLNSS.
- 7.2 The Company recognises the right of the SLNSS to exercise the SLNSS function in accordance with the laws of Sri Lanka, and to manage the SLNSS affairs without interference.
- 7.3 Such recognition by the Company of the SLNSS shall continue as long as the SLNSS holds the status of Collective Bargaining Agent of the Employees in grades 1-7 inclusive of the Graded Staff grading structure of the Company, and can verify that at least 51% of all locally employed Employees in grades 1-7 inclusive are fully paid-up members of the SLNSS.
- 7.4 The SLNSS 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 Fixed Term Contracts Employees from time to time as operationally required. This Category of Employees would normally be placed on a two year fixed term contract, and there after, depending on permanent cadre vacancies and individual job performance of employees, will be considered for permanent employment. 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 right 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.

Provided however in respect of termination, upgrading, promotion, demotion, transfer and dismissal on employees, working patterns, and times, methods and manner of working, redundancy due to operational reason, the Union may if it is of such opinion, make representations to the management in accordance with the grievance/dispute procedure stipulated herein and/or in accordance with the law.

8. **JOB CLASSIFICATIONS AND GRADED STAFF GRADING STRUCTURE.**—

- 8.1 Grading structure and job classification system for Graded Staff are as follows.
- 8.2
- | Grade | Generic Title   |
|-------|---|
|       | (in most but not all cases)   |
| 1     | Serviceman/Helper   |
| 2     | Senior Servicement/Senior Helper/Driver   |
| 3     | Agent/Assistant/Clerk/Senior Driver/Equipment Operator/Warehouse Operator   |
| 4     | Senior Agent/Senior Assistant/Senior Clerk/Pre-Flight Challenger/Cashier/P&E Mechanic/Senior Equipment Operator/Senior Warehouse Operator |
| 5     | Officer/Secretary/Senior Cashier/Senior P & E Mechanic  |
| 6     | Supervisor/Senior Secretary/P & E Technician  |
| 7     | Senior Supervisor/Sales Coordinator/Confidential Secretary/Senior P&E Technician  |
- 8.3 Grades 1-7 inclusive do not cover “Aircraft Technicians” nor do they cover “Cabin Crew”, who are instead covered by parallel grades. However it is the desire and intention of the Company to try and ensure that the underlying basic salary policy scales and major terms and conditions of employment for all other parallel grades are identical, but there may be some differences in allowances and job-related terms and conditions of employment.
- 8.4 It is the sole right of the Management of the Company to determine into which grade (within the grades 1-7) 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.
- 8.5 In order for an Employee in grades 1-7 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 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.

## 8.6 UPGRADING OF STAFF – CAREER PROGRESSION.–

Apart from the existing promotion criteria, as career progression for the staff who have been stagnated in one grade, the following procedure will be adhered for eligibility.

- a. Staff who have completed 7 years of continuous service in Grade 1, to be considered for Grade 2.
- b. Staff who have completed 5 years of continuous service in Grade 3, to be considered for Grade 4.
- c. Drivers who have completed 7 years of continuous service in Grade 2, to be considered for Grade 3.

Such eligible staff will be interviewed to evaluate their suitability/competence for upgrade, based on the applications received in respect of the SVN that would be published.

All other positions are vacancy driven and will be filled through Staff Vacancy Notice process as per Clause 8.5.

Control Room Officers, Control Room Supervisors and Maintenance Control Officers attached to Line Maintenance Section of Engineering, if have been in one of the above positions for 5 or more years, will be upgraded to the next higher grade, as Senior Control Room Officer / Senior Control Room Supervisor / Senior Maintenance Control Officer, which is personal to holder, subject to an interview process to evaluate their suitability/competence for upgrade, effective from the date of signing the Agreement.

A Committee comprising of HR Systems & Administration Manager, HR Services Manager and two Union Representatives will evaluate the list of stagnating employees in grades 2, 4, 5, & 6 and submit a proposal to eliminate stagnation. This proposal to be completed in consultation with the line departments and to be completed by 31st December 2006.

- 8.7 It is agreed to change the names of the following Sections, coming under the Airport Service Support Department. This will come into effect with the signing of the Agreement.

<i>Current Section Name</i>	<i>New Section Name</i>
Plant & Equipment	Airport Service Support (Technical P&E)
Utility	Airport Service Support (Technical Utility)

- 8.8 It is also agreed to change the job titles of the Equipment Operators to A/C Equipment Operators and Senior Equipment Operators to Senior A/C Equipment Operators. This will come into effect with the signing of the Agreement.

## 9. MONTHLY BASIC SALARY SCALES.–

- 9.1 The monthly basic salary scales effective from **1st June 2006** until 31st May 2007 expressed in Sri Lankan Rupees (Rs.) per month are :

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
1	12,380	18,680	24,980
2	13,400	20,230	27,060
3	14,770	22,285	29,800
4	15,980	24,120	32,260
5	16,840	25,415	33,990
6	18,180	27,445	36,710
7	24,700	37,280	49,860

(The minimum of the monthly basic salary scales has been increased by a fixed 5.0%; the maximum of the monthly basic salary scale has been increased initially by a fixed 20.0% and then by a fixed 6.0%)

- 9.2 The minimum of the monthly basic salary scales will be increased by a fixed 5.0% and the maximum of the monthly basic salary scales will be increased by a fixed 15.0% 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>
1	13,000	20,865	28,730
2	14,070	22,595	31,120
3	15,510	24,890	34,270
4	16,780	26,940	37,100
5	17,680	28,385	39,090
6	19,090	30,655	42,220
7	25,940	41,640	57,340



- 9.3 The minimum of the monthly basic salary scales will be increased by a fixed 5.0% the maximum of the monthly basic salary scales will be increased by a fixed 15.0% and the maximum of the grade 7 monthly basic salary scale will be further increased by 3.0% effective from **1st June 2008** until 31st May 2009 and thereafter until amended, and expressed in Sri Lankan Rupees (Rs) per month are :

<i>Grade</i>	<i>Minimum</i>	<i>Midpoint</i>	<i>Maximum</i>
1	13,650	23,345	33,040
2	14,770	25,280	35,790
3	16,290	27,850	39,410
4	17,620	30,145	42,670
5	18,560	31,755	44,950
6	20,040	34,295	48,550
7	27,240	47,580	67,920

- 9.4 Under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit of the 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, as per clause 10.2. Thereafter these personal differential allowances will not be increased, and nor will any new personal differential allowance be created.
- 9.5 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.
- 9.6 PERSONAL DIFFERENTIAL ALLOWANCE.– Personal differential allowance is considered for 13th month, EPF, ETF, Gratuity, Overtime and Attendance Incentive.
- 9.7 The above revised salary scales, applicable allowances and other enhanced benefits (as given in this Agreement) will be applicable to those staff who are in employment as at the date of signing the Agreement.

10. **BASIC SALARY INCREASES DURING THIS AGREEMENT.–**

- 10.1 ANNUAL 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. This payment will be paid along with the August 2006 payment backdated to June 2006.
- 10.2 FIXED INCREASE ON 1ST JUNE 2006.– The actual individual monthly basic salaries as at 31st May 2006 (after the merit increase in June 2006) of all Employees covered by this Agreement will be increased by 20.0% effective from 1st June 2006. Thereafter, any Personal Differential Allowance will be absorbed to the salary as per Clause 9.4 of this agreement.
- 10.3 ANNUAL 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.
- 10.4 FIXED INCREASE FOR 1ST JUNE 2007.– The actual individual monthly basic salaries as at 31 st May 2007 (after the merit increase in June 2007) of all Employees covered by this Agreement will be increased by 15.0% effective from 1st June 2007. Thereafter, there will be no further increases to actual individual monthly basic salaries during 2007. For the avoidance of doubt, this 15.0% increase effective from 1 st June 2007 will be based on actual individual basic salaries as existed on 31st May 2007, which is after the annual increment that was paid as per section 10.3 above on 1st June 2007.
- 10.5 ANNUAL INCREMENT ON 1ST JUNE 2008.– The actual individual monthly basic salaries as at 31st May 2008 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 2008 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.



- 10.6 FIXED INCREASE FOR 1ST JUNE 2008.- The actual individual monthly basic salaries as at 31st May 2008 (after the merit increase in June 2008) of all Employees covered by this Agreement will be increased by 15.0% effective from 1st June 2008. Thereafter, there will be no further increases to actual individual monthly basic salaries during 2008. For the avoidance of doubt, this 15.0% increase effective from 1st June 2008 will be based on actual individual basic salaries as existed on 31st May 2008, which is after the annual increment that was paid as per section 10.5 above on 1st June 2008.

# 11. SPECIAL PREMIUM ALLOWANCE.-

- 11.1 As summarised earlier in section 8.3 of this Agreement, the grades 1 - 7 inclusive do not cover "Aircraft Technicians", nor do they cover "Cabin Crew", who are covered by parallel grades. However it is the desire and intention of the Company to try and ensure that the underlying basic salary policy scales and major terms and conditions of employment for all grades 1 - 7 and parallel grades are identical, but there may be some differences in allowances and job - related terms and conditions of employment. It is already accepted by all parties to this Agreement that parallel grades may be paid a special premium allowance as assessed at the sole discretion of the Company, and this concept has already been resolved and agreed by all parties earlier in 1999.
- 11.2 More generally there will be no special premium allowances for graded Staff in grades 1 - 7 covered by this Agreement. However due to limited availability and shortages of particular skills, it may be necessary to pay a special premium allowance to attract and retain employees with such skills. This need to pay special premium allowance will be based on the assessment of the Company taking into account prevailing employment market conditions. The payment of such special premium allowance shall not create a precedent in respect of other skills and job roles. Hence the Company reserves the sole right to consider introducing a monthly special premium allowance for a particular job or category of jobs if required to attract and retain staff with such scarce skills.
- 11.3 The categories of employees that are deemed by the Company to be eligible for monthly special premium allowance are as follows :

	June 2006 Rs (per month)	June 2007 Rs (per month)	June 2008 Rs (per month)
(a) Senior Production Planning Supervisors/ Senior Project & Development Supervisors / Senior A/ c Component Repairs Supervisors in grade 7.	15,000	16, 500	18,150
(b) Production Planning Supervisors/ Projects & Development Supervisor / A/ c Component Repairs Supervisors in grade 6.	11,625	12,785	14,070
(c) Senior Engineering Services Supervisors in grade 7	15,000	16,500	18,150
(d) Engineering Services Supervisor in grade 6	11,625	12,785	14,070
(e) Senior Draughting Supervisor in grade 7	5,000	5,000	5,000
(f) Draughting Supervisor in grade 6	3,000	3,000	3,000
(g) Senior IT Analyst/ Programmers in grade 7	7,000	7,000	7,000
(h) IT Analyst/ Programmers in grade 6	5,000	5,000	5,000
(i) IT Network Operations & Projects Senior Supervisor in grade 7 or equivalent positions in IT	7,000	7,000	7,000
(j) IT Network Operations & Projects Supervisor in grade 6 or equivalent positions in IT	5,000	5,000	5,000
(k) Revenue Optimisation Officer in grade 5	5,000	5,000	5,000
(l) Revenue Optimisation Supervisor in grade 6	6,000	6,000	6,000
(m) Senior Revenue Optimisation Supervisor in grade 7	7,000	7,000	7,000

Criteria required by above categories of employees to be eligible to receive special premium allowance will be defined and will be included as Appendix B to this Agreement. This will be completed before 31st December 2006.

- 11.4 Those categories of employees listed above in section 11.3 will be eligible for payment of monthly special premium allowance.
- 11.5 Thereafter no other group or function of employees may use these cases as a precedent to claim that they too should be considered for a special premium allowance.
- 11.6 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 a reduction of monthly special premium allowances.

12. **13<sup>TH</sup> MONTH 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 per the decision of the Board of Directors of the Company, to all Employees.
- 12.2 The Management agrees to communicate its decision to the SLNSS Union Officials in this regard by 31st August each year.
- 12.3 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.
- 12.4 In the case of Graded Staff 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 as defined in section 10.3 of this Agreement plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.
- 12.5 The 13th month incentive payment is only paid to those Employees who have completed nine months 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.
- 12.6 However, if employment has terminated prior to the payment date 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 PAYMENT.**–

- 13.1 Effective from 1st January 2007 for the calendar year 2007 onwards, an attendance incentive payment will be payable to Graded Staff 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 unutilised during the calendar year as follows :

<i>Days of sicknes / casual leave Unutilised in the calendar year</i>	<i>Attendance payment (calculated on basic salary only)</i>
18 or more	8.0 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

- 13.1a In addition to the above payment, if any employee has not utilised any sickness leave or casual leave during the calendar year (un-utilised sickness and casual leave balance of 21 days), he / she will be granted a one off payment of Rs. 1,500, with the end February payroll.
- 13.2 If an employee is marked as “unauthorised absence / approved no pay” 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 payment.
- 13.3 For the avoidance of doubt, in the case of Graded Staff covered and bound by this Agreement, the applicable monthly salary for any annual attendance payment shall be monthly basic salary only as defined in section 9 of this Agreement.
- 13.4 The staff to be entitled for this payment should have been in employment for the full calendar year ending 31 st December.

14. **ALL OTHER ALLOWANCES.**–

- 14.1 LONG - SERVICE ALLOWANCE.– When an employee in grades 1 – 7 has completed 10 years, 15 years & 20 years of continuous service they will receive a long-service allowance as follows :

	<i>June 2006 Rs (per month)</i>	<i>June 2007 Rs (per month)</i>	<i>June 2008 Rs (per month)</i>
Completed 10 yrs. but less than 15 yrs.	750	1000	1250
Completed 15 yrs. but less than 20 yrs.	1050	1350	1650
Completed 20 yrs. and above	1150	1550	1950

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 1-7 inclusive.

- 14.2 REGULAR SHIFT ALLOWANCE (DAY, NIGHT SHIFT PATTERN) – All Graded Staff covered by this Agreement who are on rostered shift patterns comprising of Day/ Day & Night shift pattern other than the core office hours (14.2 a), will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (Rs.) per shift of :

<i>Month/Year</i>	<i>At least 6 but less than 10 hours</i>	<i>10 or more hours</i>
June 2006	Rs. 90 per shift	Rs. 125 per shift
June 2007	Rs. 100 per shift	Rs. 135 per shift
June 2008	Rs. 110 per shift	Rs. 160 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 or 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.

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.

- 14.2a DAY ONLY SHIFT PATTERN.– The normal core office hours of 08.15-16.45 on Mondays-Fridays inclusive is regarded as the regular day pattern. However, if a staff is rostered and requires to work on core office hours, including Saturdays, and/or Sundays and/or Poya days, they 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>
1-3	Rs. 50 per shift
4-7	Rs. 60 per shift

The above enhancements will come into effect from the date of signing the Agreement.

- 14.3 PEAK-SHIFT ALLOWANCE.– In order to improve productivity, the Company has introduced a supplemental peak shift to handle higher workloads and produce greater productivity, and the number of staff needed on this shift based upon operational requirements has been determined by the Company. This peak shift will possibly be a night shift of about 8 working hours in duration. 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 bus 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 rostered for the peak shift, then they 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 Clause 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.

A Committee comprising of HR Representatives and two Union Representatives, will discuss with the relevant Line Departments to look in to the possibility of introducing any changes to the current roster pattern and meeting the operational requirements. This is to be completed by 31st December 2006.

- 14.4 LAUNDRY ALLOWANCE.– Effective from June, 2006, all Employees in grades 1-7 inclusive required to wear a uniform full-time will receive Rs. 375 per month as a monthly laundry allowance to assist them in keeping their uniforms clean. This allowance will be increased to Rs. 450 with effect from 01 June 2007, and further increased to Rs. 500 with effect from 01 June 2008. 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.
- 14.5 TEA ALLOWANCE.– Effective from 1st June, 2006, the monthly tea allowance for all Graded Staff in grades 1-7 will be Rs. 350 per month.

- 14.6 WARM-CLOTHING ALLOWANCE.– The warm-clothing allowance for Graded Staff in grades 1-7 who are required to perform duty-travel to overseas locations where warm-clothing is deemed necessary is US\$ 150 every five years.
- 14.7 TRANSPORTATION ALLOWANCE.– There is no transportation allowance for Graded staff in grades 1-7 inclusive. However, the company provided bus transport system will be offered free of charge to all Graded Staff in grades 1-7 who wish to use the bus system as per the existing route structure.
- 14.8 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 Graded Staff in grades 1-7 effective from 1st June 2006 :

- (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) will be Rs. 650 per month, effective from 01 June 2006. This allowance will be increased to Rs. 800 per month with effect from 01 June 2007, and further increased to Rs. 850 per month with effect from 01 June 2008.
- (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) will be Rs. 275 per month.
- (c) The **equipment operator allowances** for staff who are qualified and required in writing to operate aircraft equipment (such as MDLs, Steps, JCPLs) will be Rs. 1000 per month. This allowance will be increased to Rs. 1100 per month with effect from 01 June 2007, and further increased to Rs. 1250 per month with effect from 01 June 2008. (but no employee may receive both an apron driving allowance and an equipment operator allowance.)
- (d) The **towing allowance** for staff who are qualified and required in writing to perform the functions of a Push-Back Operator will be Rs. 4,000 per month with effect from 01 June 2006.
- (e) The **toilet-draining allowance** for staff qualified and required in writing to perform toilet draining activities by brouser truck will be Rs. 1050 per month with effect from 01 June 2006.

Management will look into the possibility of de-merging the Towing function from toilet draining when business environment changes positively based on the decision of the Position Request Committee (PRC).

- (f) The **toilet-overhaul allowance** for staff qualified and required in writing to perform toilet overhaul activities as part of a major engineering check will be Rs. 800 per month.
- (g) The **load-sheet allowance** for staff who are qualified and required in writing to certify and authorise UL load-sheets will be Rs. 750 per month. In addition, for staff who are holding licences to certify and authorise load-sheets of other airlines, will receive a payment of Rs. 500 per certification up to a maximum of 4 certifications per month. Total monthly payment for certifying and authorising load-sheet of other airlines should not exceed Rs. 2,000 per month. (The maximum amount with UL certification and authorisation would be Rs. 2750)
- (h) The **dangerous goods DGR allowance** for staff who are qualified and required in writing to handle dangerous materials will be Rs. 2250 per month with effect from 01 June 2006. This allowance will be increased to Rs. 2500 per month with effect from 01 June 2007, and further increased to Rs. 3000 per month with effect from 01 June 2008.
- (i) The **lift-operator allowance** for staff qualified and certified and required to operate the snoker lift will be Rs. 800 per month with effect from 01 June 2006.
- (j) The **staff-travel cash-handling allowance** for staff required to handle and be responsible for cash as an additional duty in the Staff Travel section will be Rs. 350 per month with effect from 01 June 2006.
- (k) The **payroll cash-handling allowance** for staff required to handle and be responsible for cash in the Payroll Section will be Rs. 900 per month with effect from 01 June 2006.

- (l) The **traffic cash-handling allowance** for staff required to handle and be responsible for cash in either the Traffic (excess baggage) section or Cargo Section will be Rs. 2,000 per month with effect from 01 June 2006.
- (m) 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 with effect from 01 June 2006. This allowance will be increased to Rs. 1,800 per month with effect from 01 June 2007, and further increased to Rs. 1,900 per month with effect from 01 June 2008.
- (n) The **entertainment expenses** for sale staff required to perform commercial sales visits- No allowance payment will be made to any sales staff for unaccountable expence, effectives from 01 June 2006. However, for those staff who are in receipt of the current allowance payment of Rs. 400 per month, this amount of Rs. 400 will be added to their basic salaries with effect from 01 June 2006.
- (o) The **duty fuel reimbursement** for sale staff required to perform commercial sales visits will be 138 litres per month, reimbursed based upon actual usage on production of receipts.
- (p) The **flight-dispatcher allowance** for staff certified under ICAO - 201 and qualified and required to perform the duties of a certified Flight Dispatcher will be :  
  
Rs. 5,000 per month for flight dispatchers for the first five years after certification  
Rs. 10,000 per month for flight dispatchers from the sixth year onwards after certification
- (q) A **car-driving allowance** for any motorbike dispatch rider who is also required on occasion to drive a car when the necessity arises will be Rs. 150 per month.
- (r) The **NDC allowance** for any UL employee seconded to NDC Galileo will be as below :  
  
a. Grades 1 - 2 : Rs. 1,000 per month  
b. Grades 3 - 5 : Rs. 2,000 per month  
c. Grades 6 - 7 : Rs. 2,500 per month

This allowance will not be applicable to staff directly recruited for positions in NDC Galileo.

- (s) The **P&E vehicle testing allowance** for staff in plant & Equipment section who are required to drive/operate equipment/ vehicles on the Apron and other areas within the company premises for certification and testing purpose will be Rs. 700 per month with effect from 01 June 2006. This allowance will be increased to Rs. 725 per month with effect from 01 June 2007, and further increased to Rs. 750 per month with effect from 01 June 2008.
- (t) The **shift Leader allowance** paid to staff in grade 3 and grade 4 would be Rs. 750 per month.
- (u) The staffs who are on **acting appointments** will receive 6% increase in salary effective from the date of the acting appointment.
- (v) A payment for **sky-Marshall activities** for staff in Security who gets involved in such activities will be Rs. 500 per incident (per occasion).
- (w) **Meal voucher value** - if and when operational staff are required to continue their shifts due to exigencies of work, they are provided with Meal Vouchers to purchase meals from the cafeteria of the Sri Lankan Catering or to en-cash them at any Company Cashier. The amount of the meal voucher will be Rs. 200 effective from the date of signing this Agreement.

14.9 APPROVAL ALLOWANCES.- Where an individual Employee in grades 1-7 inclusive is required by the company to hold and utilise a current and valid recognised engineering approval type then the associated approval allowance payments will be in accordance with the applicable Sri Lankan Engineers Terms & Conditions.

14.10 OTHER ALLOWANCES.- There are no other allowances or payments that apply to Employees who are locally employed in grades 1-7 inclusive of the Graded staff grade structure other than those listed in this Agreement.

#### 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 Their 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 Graded Staff 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 OF 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 Graded Staff in grades 1-7 inclusive from either party, subject to the Labour Law prevailing in the country.

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 (Monday-friday), 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 in consultation with the Union).

*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 roster 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 only after appropriate discussion and consultation with the SLNSS. 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. If there is a significant deviation to the current practice with regard to starting and finishing timings of the rosters, SLNSS agreement would be sought before implementation.

21.2 The Company may exercise reasonable discretion to determine when, where and how an Employee is detailed to work (including multi-tasking), 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 type)

*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 break 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 or any other valid reason which prevents the employee from doing overtime). 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 Graded Staff in grades 1-7 inclusive are eligible to claim overtime payment 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 poya-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, provided day to day operations are not disrupted, then instead of payment for overtime then time-off-in-lieu will be granted.

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 extent 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 Graded Staff 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 as defined in section 10.3 of this Agreement plus any applicable monthly special premium allowance as defined in section 11 of this Agreement.

22.7 Instances when staff is requested to work continuously after a day shift to night shift, if continuous working hours of an employee exceeds 16 hours, on such occasions minimum of 02 hours rest period to be provided according to operational convenience, and without any disruption to the operations.



22.8 Instances when staff is requested to continue after their normal shift duties and signs off at irregular hours (other than normal shift end times), reasonable transport facilities, upto a convenient location, or rest room facilities until end of normal shift duties to be provided.

22.9 Overtime after a night shift-As far as possible, staff should not be kept for duties after a night shift. However, if staff continues after a night shift due to exigencies of work, it should be only for few additional hours, and on such occasions, company should make arrangements to provide them with reasonable transport facilities upto a convenient location.

All enhanced benefits will be provided from the date of signing the 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 SLNSS and all Employees on productivity issues and other related topics.

24. **LEAVE ENTITLEMENTS.**–

24.1 DEBIT SYSTEM FOR ALL TYPES OF LEAVE EXPRESSED IN WORKING DAYS.– For all Graded Staff in grades 1-7 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 Graded Staff in grades 1-7 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 Graded Staff, 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 A to this Agreement.

24.2 ANNUAL LEAVE.– For all Graded Staff in grades 1-7 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 Graded Staff in grades 1-7, the debit system of annual leave will be based on the rule that one working day of 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 Graded Staff in grades 1-7 inclusive, the paid casual leave entitlement per calendar 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 (other than for attendance incentive purpose).

For all Graded Staff in grades 1-7 inclusive, the debit system of casual leave will be based on the rule that one working day of casual leave is defined as one 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 as defined in section 10.3 of this Agreement 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) than 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.

Further, in the event of staff meeting with an accident whilst travelling in a vehicle, which is not a Company transport, a committee comprising of the President or the Secretary of the Union, Human Resources Manager (Personnel Relations) and Security & Investigations Manager will determine, if the employee was travelling to work from home or vice versa, and if so, whether the accident could be treated in accordance with this section as an accident whilst on duty.

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.– As discussed and agreed with the Union at the time of CBA negotiations, the Company will permit a period of upto 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 with / without replacement, and the Chief Officer / Head of Division 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 with / without replacement, and the Chief Officer / Head of Division approves the recommendation.

A maximum of 24 Graded Staff in permanent employment in grades 1-7 inclusive, subject to a maximum of 3 staff from one department/ section 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.

Employee requesting for such no-pay leave should forward the application through the respective departmental manager, to Human Resources Services Manager.

During the period of no-pay leave, all benefits will be suspended as per the rules and regulations governing this policy for up 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 upto two-years no-pay leave. The Company will make necessary arrangements to fill the vacant positions (if necessary) during the period of no pay.

24.6 SICK LEAVE.– The sick leave eligibility for all Employees in grades 1-7 covered and bound by this agreement is upto 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 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 restored 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 sicknesses per annum, the first two days of sickness per occasion may be uncertified, 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 sicknesses 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 recognised 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 are 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 SLNSS recognise 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 9 of this Agreement plus any applicable personal differential allowance as defined in section 10.3 of this Agreement plus any applicable monthly special premium allowances as defined in section 11 of this Agreement. When a rostered female Employee goes on to 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 Graded Staff in grades 1-7 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, as per clause 22.3, 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 overtime payment will be paid in relation to the shift hours.

In the event, an employee is required to report for work on his / her rest day, which also happens to be a statutory holiday, he / she will be paid in addition to the statutory holiday payment, the normal rate of overtime, depending on the number of hours he/she works.

All Graded Staff in grades 1-7 inclusive are entitled to poya days as declared each year. If an Employee is required to work on a poya day then overtime payments will be made (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 Labour 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.

- 24.10 **LEAVE FOR NATURAL DISASTERS.**– If an employee is unable to report to work due to a natural disaster in the country/area of their residence, he/she is required to apply for such leave at the first available opportunity, addressed to HR Services Manager. HR Services Manager will together with the relevant Line Manager investigate the situation and decide whether paid leave or alternate working day/s should be granted to the employee based on circumstances.

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 as defined in section 10.3 of this Agreement 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 as defined in section 10.3 of this Agreement 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 as defined in section 10.3 of this Agreement 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 medical benefits scheme which apply to all Graded Staff in grades 1 - 7 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 and the company will ensure that any changes are not less favourable than the existing.
- 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 un - employed upto their 24 th birthday.
- 29.3 Contributions per person covered are :
- (a) Employee : Rs 100 per month
  - (b) Spouse : Rs 100 per month
  - (c) Child : Rs 100 per month

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 Graded Staff are as follows :

- (i) COMPANY CLINIC BENEFITS.– The Employee only (and not Family dependants) may use the company clinic free of use without limits, 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. They should produce the Staff Company ID card or the Medical ID card issued by the Medical Centre for dependants.
- (iii) OUT - PATIENT TREATMENT.– For an employee with less than seven years of completed continuous service, the coverage for out - patient treatment as an annual overall total of Rs 3,000 per annum per family.  
For an employee with more than 7 years of completed continuous service the coverage for out - patient treatment is an annual overall total of Rs 3,000 per person, per annum.  
For an employee with more than 25 years of completed continuous service, the coverage for out - patient treatment is an annual overall total of Rs 4,000 per staff only. For qualifying family members coverage will be Rs. 3,000 per family member.  
Benefits of one family member may be used by another covered family member within the overall limit of the family.  
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 for staff, is as follows :*

For un - married staff - Rs. 100,000 per annum (For staff member only)  
For married staff - Rs. 85,000 per annum (For staff member)

With regard to married employees, coverage for family members (spouse and children) is as follows :

Spouse - Rs. 65,000 per annum  
Upto three (3) Children - Rs. 45,000 per annum per child  
4th Child - Rs. 40,000 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.

Standard Rooms - If a standard room is not available, the existing conditions will be extended up to 48 hours.

- (iv) MATERNITY BENEFITS FOR NORMAL BIRTHS.- A reimbursement of upto Rs 5,000 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 8,500 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.

Above would be available only for the first 2 normal deliveries.

- (vii) OPTICAL CARE.- Coverage for optical care benefits is Rs 3,000 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.- On the request of the employee, who is 35 years or above, company will make arrangements to perform a comprehensive medical screening, free of charge at the Nawaloka Hospital or the Sri Jayawardenapura Hospital or any other hospital decided by the Company Medical Officer. This facility will be available only to the staff member (and not for any family members).

- (ix) CRITICAL CARE.- Only for staff members a once in life time payment of upto Rs. 250,000 will be made for critical illnesses related to cardiac, renal and cancers. This payment will not be made to any other illness, and the Company Medical Officer will be the sole authority to decide the eligibility of any staff for this payment.

Once decided to make the payment, this amount will be released with or without clubbing the total family hospitalisation quota at the discretion of the staff member

- (x) LABORATORY INVESTIGATIONS.- Expenses incurred against a single laboratory investigation of Rs. 1,500 or above, will be settled from the Hospitalisation quota.

A collection of laboratory investigations adding upto Rs. 2,500 or above in one invoice, will also be settled from the Hospitalisation quota.

- (xi) BILL REIMBURSEMENT PERIOD.-The present procedure will remain un-changed as 31<sup>st</sup> January each year.

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.

29.6 Implementation of the recommendations made by the Company Medical Officer with regard to improvements to working conditions in operational areas will be completed by 31<sup>st</sup> December 2006. The above steps have been taken to overcome any effects due to handling of hazardous items.

### 30. ACCIDENT INSURANCE BENEFITS.-

30.1 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, in consultation with the insurer and the company will ensure that any changes are not less favourable than the existing.

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 as defined in section 10.3 of this Agreement 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.

30.4 Due to medical conditions, if a decision is made by the company to terminate an employee, prior to such termination it is agreed to have a discussion with the Union

30.5 A Committee comprising of HR Representatives, and two Union Representatives will discuss with Insurance Management to see the possibility of enhancing the existing insurance benefits. This is to be completed by 31st December 2006.

31. **ILLNESS INSURANCE BENEFITS.**—

31.1 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 and the company will ensure that any changes are not less favourable than the existing.

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 as defined in section 10.3 of this Agreement 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.

(v) *Temporary Partial Disablement:*

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

31.4 Due to medical conditions, if a decision is made by the company to terminate an employee, prior to such termination it is agreed to have a discussion with the Union.

31.5 A Committee comprising of HR Representatives, and two Union Representatives will discuss with Insurance Management to see the possibility of enhancing the existing insurance benefits. This is to be completed by 31st December 2006.

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 as defined in section 10.3 of this Agreement 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 spouse 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 locally employed Employees 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 defendants per annum.

- 35.2 All locally employed Employees shall be entitled to concessional travel sub-load tickets on the basis of purchasing unlimited ID 90s for the Employees 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 employees with up to 2 children it means Employee plus spouse plus 2 children.
  - \* For employees with 3 or more children it means the Employee plus spouse plus 3 children.
- 35.4 The Standard list of qualifying dependants is :
- \* Spouse
  - \* Children (under the age of 24 and should be un-employed)
  - \* Parents
  - \* Brothers or Sisters (under age 24 and should be un-employed)
- 35.5 Validity period of the privilege set of tickets granted to employees in a current year will be extended up to 31st December the next year. There will not be any further extension.
- 35.6 Staff who resign/ retire after completing 13 years of continuous service in the company in permanent employment will be entitled to 5 sets of FOC tickets on UL services, one set of tickets per year. These tickets will not be allowed to carry forward.
- 35.6 a Staff who resign/ retire after completing 15 (or more) years of continuous service in the company in permanent employment will be entitled to free FOC tickets as per current staff travel policy.
- 35.7 Travel for Near Relatives - Company may time to time announce (usually during off-peak periods), UL sectors where seats are available to be utilized by near relatives of permanent employees. Near relatives are as defined in the company policy.
- 35.8 In addition to the privilege set of tickets, management will look into the possibility of granting 01 concessional ticket on ID90 basis only for the staff member, per year without the fuel surcharge. A decision in this regard to be arrived at, on or before 31st December 2006.
- 35.9 A detailed staff travel policy document has been circulated to all divisions & departments of the Company, and is available in the Company Intranet. The Company will ensure that changes that are less favorable than existing will not be made to the current staff travel benefits.

All enhancements will be effected from the date of signing the Agreement.

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 6.0% on their existing monthly basic salary. However, if after this 6.0% 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.

The above enhanced payment will come into effect from the date of signing the Agreement.

- 36.3 As per section 8.5 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 The company agrees to give priority to staff children for positions in grade 1 and 3 after considering the eligible internal staff (SVNs) and the Trainees who have completed training courses conducted by the company. Staff children will have to comply to company recruitment standards and the normal recruitment process will apply. Separate SVNs calling for staff children will be published within the company for such positions, depending on vacancies/ requirements.

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 Graded Staff.
- 37.5 Company agrees to take maximum effort not to schedule staff for company provided training on there posted off-days. If it is unavoidable, a day off in lieu or overtime will be given for such training days.
- 37.6 Two slots per Training Course conducted by the International Aviation Academy (IAA) will be allocated for staff children, on a fee levying basis. To be eligible, children of staff will be required to comply with all selection Criteria of IAA including any entry test/s. Preference will be given to children of staff, whose parent's last performance appraisal marks have been either A, B or C.
- 37.7 Company will allocate two slots each for existing employees to follow the in-house conducted Aircraft Technician course and the ICAO 201 course, subject to staff being released on full time basis from their respective current departments/ positions. Staff will be required to comply with all selection criteria for such course including any entry test/s. Last performance appraisal marks of the staff should be A, B, or C, in order to be eligible for this benefit. Preference will be given to staff in operational areas. Once the training is completed, they will revert back to their original positions, and they could apply for vacancies in the technician cadre as and when vacancies arise.

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.
- 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. **CHECK-OFF AND UNION SUBSCRIPTIONS.**—

- 39.1 This section shall only apply to the Company as long the SLNSS maintains a membership of not less than forty (40) of the Graded Staff employed in grades 1-7 inclusive in a permanent capacity by the Company in Sri Lanka, and so long as this Agreement subsists.
- 39.2 The Company shall on the written request of an Employee, (which is made through the Union), deduct from their monthly salary due to such Employee the current monthly SLNSS dues as are specified by the Employee to be payable monthly to the SLNSS, and remit the amount so deducted to the SLNSS in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- 39.3 Every Employee shall be entitled to withdraw there agreement to check-off at any time by signing a statement of revocation to that effect and forwarding it to the Company. If this statement of employee does not come through the Union, the Company agrees to inform the Union of such resignation. Once the Union is informed, the Company will take action to cease check-off effective from two weeks from the date of receipt of such intimation from an employee.
- 39.4 As far as practicable possible, any deductions from an Employee under an authorization (subject to 39.4) shall cease from the date of receipt of revocation cancelling such authorizations provided that :
  - (i) the Company shall not be liable in any manner whatsoever to the SLNSS or the Employee concerned for failure to comply with sub-clauses 39.3 or 39.4 above.

- (ii) that the Company has sole discretion to be entitled not to make deductions by way of check-off in any month in which the deductions by way of check-off will together with all other deductions from the salary of an Employee in that month, exceed the maximum deductions permitted by law.
- 39.5 During the validity period of this agreement, if the Company is of the view that the Union is not commanding a 40% of membership from among all the graded staff, (grades 1–7, locally employed), the Company shall summon a meeting with the SLNSS at the Employers Federation of Ceylon (EFC) and produce evidence to the satisfaction of the Union. If the Union is not satisfied and if the issue becomes a dispute, Union may resort to grievance and dispute procedure.
40. **GRIEVANCE AND DISPUTE PROCEDURE.**– In the event of any dispute or grievance between an Employee or Employees and the Company the following procedure shall be followed for settlement or in resolving such grievance.
- (a) The Employee (or a representative from the SLNSS) shall in the first instance, discuss such dispute or grievance with relevant immediate Manager or in his absence with sectional or Department Manager who shall strive to arrive at a satisfactory solution in respect of relevant matter within a period of 30 days from the date of initial discussion. The outcome of the discussion shall be communicated in writing to the SLNSS and/or to the Employee within a period of 14 days.
  - (b) If such matter is not resolved, to the satisfaction of the Employee, then the Employee (or a representative of the SLNSS) may discuss such matter with relevant Department Manager and shall endeavour to arrive at a satisfactory solution within a period of 14 days. The outcome of such endeavour shall be communicated in writing to the SLNSS and / or to the Employee within a period of 14 days.
  - (c) In the event of such matter still not being resolved to the satisfaction of the Employee, such matter will then be considered for resolution by the Employee (or a representative of the SLNSS) with the Head of Human Resources (or his representative) and parties shall endeavour to arrive at a satisfactory solution for such matter within a period of 14 days. The outcome of such shall be communicated in writing to the SLNSS and / or to the Employee within a period of 14 days.
  - (d) The Company shall all times (at stages more fully described above at sub paragraphs a, b and c) be represented by a person who shall be sufficiently vested with authority to take necessary actions and / or decisions in respect of the relevant matter in dispute.
  - (e) If no satisfactory solution is reached at any of above described stages then the relevant matter shall be discussed within the Senior Management of the Company. At such discussions, where considered necessary, number of representatives on each side shall not exceed four (4), The Head of Human Resources shall arrange for such discussions within five (5) days of a written request made for such by the SLNSS. The Senior Management shall strive to reach a satisfactory solution in respect of relevant matter within 07 days of the discussions. The outcome of such should be communicated in writing to the SLNSS and/or to the Employee within a period of 07 days.
  - (f) The Company shall at all times material inform the SLNSS or the Employee concerned of the decisions reached in relation to relevant matter in dispute and of the steps taken to resolve such matter in its entirety or in part.
  - (g) If the dispute or grievance remains unsolved, the SLNSS may then raise the issue for discussion with the company with the Employer's Federation of Ceylon. The Company will, within 10 days of a request being made by SLNSS, arrange a discussion meeting with the Employer's Federation of Ceylon.
  - (h) In the event such matter remaining unsolved even after effecting above described steps in sub paragraphs (a) – (g) by consensus such said matter shall be referred for settlement by Voluntary Arbitration in terms of section 3(1) d of the Industrial Disputes Act, as amended, within a period of three months. The SLNSS retains the right to be represented by an Attorney-at-law at such arbitration proceedings, if considered necessary.
  - (i) If parties agree for settlement by Voluntary Arbitration as described above, the parties shall agree on a mutual statement of matter in dispute to be referred for such voluntary arbitration. If there is no such agreement no such statement, upon request made in writing jointly by the relevant parties, the Commissioner of Labour shall determine on the statement of the matter in dispute to be referred for such voluntary arbitration. If the parties are unable to jointly nominate an arbitrator, such arbitrator shall be nominated by the Commissioner of Labour, upon request made in writing jointly by both parties.
  - (j) An award by an Arbitrator in such voluntary arbitration as described above shall be final and binding on relevant parties, save and except on instances where findings and / or award by such arbitrator is not consistent with relevant matter or evidence provided.
  - (k) The above provisions shall not preclude any party from seeking relief through a civil court of law at any stage of a relevant dispute, if considered necessary, without reference to any part of procedure described above at sub paragraphs (a) - (k).

41. **DISCIPLINARY INQUIRY PROCEDURE.** - All Graded Staff will be governed by the Disciplinary Procedure of the Company which was agreed with the Union at the time of CBA negotiations. 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.

42. **TRADE UNION ACTION.** -

42.1 The SLNSS 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.

42.2 In the event of a breach of this Agreement, by the Union, the Company reserves the right to withdraw all or any of the facilities or benefits granted to the SLNSS, without prejudice to the right of the Company to restore such facilities or benefits upon such terms and conditions as the Company may decide.

43. **TRADE UNION FACILITIES.** - The Company will grant facilities to the SLNSS as follows :

- (a) Union facilities, and the right of representation on matters of general application shall be dependent on the Union having not less than 51% of the Graded Staff in its membership.
- (b) On written request of the Union, 02 employees nominated by the Union, will be released on full time basis for trade union activities. (and the Company may from time to time also permit a third Employee at the sole discretion of the Company). Employees so released for full time Trade Union Work shall be paid their monthly basic salary (inclusive of standard allowances like the tea allowance, long service allowance and the laundry allowance) and shift allowance. Other functional/ job related allowances shall not be paid.
- (c) 4 hours duty leave on a monthly basis shall be granted to a maximum of 30 Executive Committee members of the Union for Executive Committee Meetings. On request a classroom or a suitable place might be provided.
- (d) The Union Official or Officials released on full time basis are entitled to attend discussions on Employee problems with the Employer. The Union Representative from the relevant Section or Department shall be entitled to be present at such discussions provided that the operational requirements of the Company are not disrupted in any way.
- (e) All other Trade Union activities shall be performed by the Union members and officials outside working hours and outside Company premises other than the 2 Officials released on full time basis for trade union activities plus a maximum of 4 executive committee members, at any given time. This shall not prejudice the rights of members to use the Union Office within reasonable limits.
- (f) The Management will, at its discretion, grant leave to members nominated by the Union to attend Trade union seminars, functions and meeting outside Company premises, subject to the exigencies of work in the respective Departments.
- (g) Management will provide following duty travel facilities to Trade Union representatives who receive invitations to attend International Trade Union Meetings, seminars and conferences, provided that the operational requirements of the Company are not disrupted in any way due to their non-availability at work:
  - On 2 occasions per year, a maximum of two trade union Representatives per occasion will be granted tickets on 'firm' basis on UL Network only. Applicable duty travel allowance will be granted on these two occasions.
  - The next two occasions (after using the first two occasions), a maximum of two trade union Representatives per occasion will be granted tickets on 'firm' basis on UL Network only. However, duty travel allowance will not be granted on these two occasions.
- (h) Executive Committee members of the Union will be granted duty leave for any discussion with the prior approval of the Management, provided that the operational requirements of the Company are not disrupted in any manner.
- (i) In applying for duty leave for Trade Union work the member will make a Duty Leave application accordingly to Company Leave Procedures.
- (j) Company will provide a suitable office space and facilities such as a fax machine, telephone, furniture, computer with basic IT facilities to the Branch Union.

44. **WELFARE SOCIETY.** - The Company agrees to have one of the SLNSS branch members to participate at the monthly meetings.
45. **FESTIVAL ADVANCE.** - The company has agreed to increase the Festival Advance from Rs. 15,000 to Rs. 20,000 with effect from signing of the Agreement, it keeping with the current policy.
46. **DISTRESS LOAN.** - The company will continue to provide this facility through the Hatton National Bank (HNB).
47. **MEETING WITH CEO.** - The company agrees to grant the union, the facility of having a meeting with the Chief Executive Officer, once in 3 months.
48. **MEETING WITH HEAD OF HUMAN RESOURCES.** - The company agrees to grant the union, the facility of having a meeting with the Head of Human Resources, once in 2 months.
49. **SIGNATURES OF AGREEMENT.** -
- 49.1 This settlement is signed in Colombo on 21st August 2006 and witnessed as follows :
- 49.2 *For and on behalf of the Company :*
- MR. PETER HILL,  
Chief Executive Officer.
- MR. LESLIE DEVENDRA,  
General Secretary - SLNSS.
- MR. SUNIL DISSANAYAKE,  
Head of Human Resources.
- MR. J. S. PALIHAWADANA,  
General Secretary - UL Branch.
- MR. ALI KAMIL,  
Manager Human Resources.
- MR. ARUNDHIKA FERNANDO,  
Chief Organiser - UL Branch.

## APPENDIX A

### COMPANY PROPOSALS FOR DISCUSSIONS ON LEAVE ENTITLEMENTS

#### A. 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 this Agreement. 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 days** 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

A. 2 *Annual Leave.*– For all Graded Staff in grades 1-7 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 Graded Staff in grades 1-7. 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 A.1 of this Appendix to this Agreement.

A. 3 *Casual Leave.*– For all Graded Staff in grades 1-7 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 Graded Staff in grades 1-7. 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 A.1 of the Appendix to this Agreement.