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# The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 1618/30 - 2009 සැප්තැම්බර් 11 වැනි සිකුරාදා - 2009.09.11

No. 1618/30 - FRIDAY, SEPTEMBER 11, 2009

(Published by Authority)

## PART I : SECTION (I) — GENERAL

### Government Notifications

*My No. : IR/20/04/2006.*

**In the Matter of an Industrial Dispute Between :**

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Free Trades Zones and General Services Employees Union, No. 141, Ananda Rajakaruna Mawatha, Colombo 10 of the one part and Sascon Knitting Company (Pvt) Limited, No. 752, Baseline Road, Colombo 09 of the other part was referred by order dated 27.04.2006 under Section 4(1) of the Industrial Disputes Act, Chapter 131, (as amended) and published in the *Gazette* of the Democratic Socialist Republic of Sri Lanka Extraordinary No. 1446/37 dated 26.05.2006 for settlement by arbitration is hereby published in terms of Section 18(1) of the said Act.

Free Trades Zones and General Services  
Employees Union,  
No. 141, Ananda Rajakaruna Mawatha,  
Colombo 10

*Case No. : A-3163*

*Applicant*

and

Sascon Knitting Company (Pvt.) Limited,  
No. 752, Baseline Road,  
Colombo 09

*Respondent.*

W. J. L. U. WIJAYAWEERA,  
Commissioner General  
of Labour.

#### AWARD

Hon. Athauda Seneviratne, Minister of Labour Relations and Foreign Employment by virtue of the powers vested in him by Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Acts, Nos. 14 of 1957, 4 of 1962 and 39 of 1968, (read with Industrial Disputes (Special Provisions) Act, No. 37 of 1968), appointed me to be for the Arbitrator by his order dated 27.04.2006 and referred the following dispute to me for settlement by Arbitration.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
10th August, 2009.

The matters in dispute between the aforesaid parties are :-

“Whether the non granting of bonus for the year 2005 by Sascon Knitting Company (Pvt.) Limited, to the employees who are employed at the factory situated at Ekala is justified and if not, to what relief they are entitled.

The matter is issue is whether members of the Free Trade Zones General Services Employees Union are entitled to a bonus which was granted by the Employer for the year 2005.

After evidence the employer did not file its written submission while the union did so. The case file does not declare that the employer had even tendered the documents marked by him despite the order made on 16.05.2008. This has been confirmed by the Registrar.

However I give my attention to the evidence led by the employer.

In Kundanmals Industries Vs Commissioner of Labour and others reported in (1994) 3SLR 20 the court of appeal held as follows :-

“Bonus is neither a deferred wage nor part of a wage. It usually comes out of profits. It is paid if after meeting prior charges there is an available surplus. It is not based on contract wages in contract are not dependent on profits and are contracted for.”

Bonus as the term implies is generally an exgratia payments out of the bounty and goodwill at the pleasure of the employer and an employee has no claim on it as a matter of right.

Exception to this rule are -

1. if an employee passes an exam.
2. where there is an express or implied agreement to pay bonus.

3. where wages fall short of living standard and of the employer make a profit.
4. by joint contribution of capital and labour the employer makes a profit.

I am of view that since the evidence led does not disclose any one or more of the above exceptions members of the union are not entitled to a bonus for the year 2005.

There is no evidence regarding , I, III and IV of the above exceptions. I now give my attention to A1. It is a settlement arrived at under Section 12(1) of the Industrial Disputes Act. It is dated 26.02.1998. Though it is has been repudiated according to evidence I hold that it is an implied agreement to pay a bonus for the years covered by it and comes within the purview of the 2nd exception above referred to.

However according to A1,

- (a) The said settlement is regarding the bonus for the year 1996/1997
- (b) It is silent for the year 2005.

I am of view that A1 is not relevant for the matter in issue.

I hold the member of the union are not entitled for a bonus for the year 2005 nor to any relief.

This Award shall take effect from the date of publication of this award in the Government *Gazette*.

A. SRI NAMMUNI,  
Arbitrator.

01st July, 2009.

09-1165

My No. : CA/Plantation/09/2009.

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between, Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th April, 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
10th August, 2009.

### Collective Agreement No. 12 of 2009

#### COLLECTIVE AGREEMENT - TECHNICAL STAFF

THIS Collective Agreement entered into Janatha Estates Development Board having its registered office at No. 55/75, Vauxhall Lane, Colombo 02 of the First Part, and the Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03, of the Second Part, made and entered into on the Fifth day of May 2009 witnesseth as follows :-

#### 1. TITLE

This Agreement shall be known as the Plantation Technical Staff Collective Agreement.

#### 2. EMPLOYERS COVERED AND BOUND

This Agreement shall bind the management of the Janatha Estates Development Board, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

#### 3. UNION AND EMPLOYEES COVERED AND BOUND

This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said union who are employed by Janatha Estates Development Board on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereto.

#### 4. EARLIER AGREEMENTS

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the Existence of any such alleged term or condition.

#### 5. DATE OF OPERATION AND DURATION

Subject to any provisions to the contrary, this Agreement shall be effective from the First Day of October 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act subject to the condition that no party shall give notice to the other before 30th September, 2013.

## 6. GENERAL TERMS AND CONDITIONS

- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
- (ii) Grading of employees covered shall be at the discretion of the Employer.
- (iii) Upon completion of 10 years if satisfactory service under the same employer, junior Assistant Factory officer shall be re-designated as Assistant Factory Officer.

## 7. PROBATION

On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefore.

## 8. FIRST APPOINTMENT

No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

## 9. ATTENDANCE AT WORK

Unless otherwise specifically instructed by his employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

## 10. PROMOTIONS

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1,500) per mensem.
- (iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

## 11. SALARIES

1. The Salaries payable to the employees covered and bound by this Agreement with effect from 1st October, 2008 shall be as follows :

- (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500. Provided, however, in respect of the period October, 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September, 2008, on the following basis.

(a) An initial payment of Rs. 2,500 will be paid before the Wesak Festival in May 2009,

(b) Second installment of Rs. 5,000 will be paid along with July 2009 salaries,

(c) Third installment of Rs. 5,000 will be paid along with September, 2009 salaries,

(d) The balance installment of Rs. 5,000 will be paid along with November, 2009 salaries.

- (ii) (a) The Janatha Estates Development Board need to pay a sum of Rs. 1,832.44 being the difference between the frozen COLA and the COLA payable on the CCPI from May, 2008 to September, 2008.

<i>Month</i>	<i>COLA</i>	<i>Rs.</i>	<i>Diference</i>
May 2008		8,442.72	290.72
June 2008		8,593.60	441.60
July 2008		8,637.88	485.88
August 2008		8,505.04	353.04
September 2008		8,413.20	261.20
Total			1,832.44

It was agreed to pay this COLA arrears along with June 2009 salaries.

- (b) In addition, a sum of Rs. 1,827 also has to be paid as arrears, On the basis of the consolidation of COLA in a sum of Rs. 8,413 from October 2008, the Estate staff who has been paid a sum of Rs. 8,152.44 (frozen COLA) up to April 2009 has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8,413 - 8,152 = 261 \times 7 = \text{Rs. } 1,827$$

The above arrears will be paid along with August 2009 salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be make in respect of above payments (A and B).
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413 will be consolidated into the salaries with effect from 1st October, 2008. consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this Agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500) of the monthly salary payable to each such employee as at September 2011.

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

2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong.

Junior Asst. Factory Officer	-	Rs.	1,020
Asst. Factory Officer	-	Rs.	1,080
Senior Asst. Factory Officer	-	Rs.	1,260
Factory Officer	-	Rs.	1,380
Factory Officer Special Grade	-	Rs.	1,440

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

## 12. HOURS OF WORK AND OVERTIME

- (i) The working week shall be six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or ten hours per day shall be deemed to be overtime.
- (ii) If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Each hour of overtime work shall be calculated by dividing the monthly rate by two hundred and forty (240) multiplied by one and a half (1 1/2).

## 13. LEAVE

- (1) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit, this right shall not extend to any employee recruited after 1st September, 1993.
- (2) (i) **Sick Leave.** — Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and a over, a medical certificate from an approval Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.
- (3) **Casual Leave.** — All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
- (4) Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual Leave.

#### 14. HOLIDAYS

Employee will be entitled to paid holidays on

February 4th	-	Independence Day
April 13th or 14th	-	Sinhala/Tamil New Year
May 1st	-	May Day

#### 15. GRATUITY

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

#### 16. AGE OF RETIREMENT

- (i) Unless the letter of appointment specifies a higher retire age, the age of retirement shall be 58 years.
- (ii) However, an employer may retire an employee at the age of 55 years subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act, of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year’s notice in writing or pay one year’s salary in lieu such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not given or payment made in lieu.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

#### 17. SUSPENSIONS AS A MEASURE OF PUNISHMENT

- (1) Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
- (2) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

#### 18. SUSPENSION PENDING DISCIPLINARY INQUIRIES

- (1) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prime facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
- (2) Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.
- (3) The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

#### 19. ADMINISTRATIVE TRANSFERS

- (1) Transfer not involved hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month’s notice in writing.

- (2) Transfer from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three month's notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

## 20. ANNUAL INCREMENTS

- (1) Annual increments shall be granted automatically on completion of an year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- (2) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

## 21. DISCIPLINARY INQUIRIES

- (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion, of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstance prevent the employer from doing so.
- (5) An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded. Unless there is justification for the delay. In no cause shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.



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

## 22. VARIATIONS OF TERMS AND CONDITIONS OF EMPLOYMENT AND DISPUTES

- (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
- (2) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provisions shall not apply to the consumption of electricity, where a limit shall be fixed for all employees.
- (3) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
- (4) If it is agreed by and between parties that the Unions, collectively or independently or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

## 23. DUTY LEAVE

- (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (4) By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

## PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.

## 2. ELECTRICITY

Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

### *Elevation below 4,500 feet (Factory Elevation)*

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

***Elevation above 4,500 feet (Factory Elevation)***

Senior Staff	-	170 units
Junior Staff	-	130 units
Other/minor staff	-	105 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

***Kerosene***— Employer shall be provide 15 liter kerosene per mensem to those employees resident on estates/divisions without electricity.

**3. TEA ALLOWANCE -**

The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	-	2 kgs
Junior Staff	-	1 1/2 kgs
Other/minor staff	-	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA which ever is lower with effect from 1st June, 2003.

**4. DEATH GRANT**

- (1) With effect from the date hereof, one the death of a staff member, the dependants will be paid a sum of Rs. 25,000 as funeral expenses,
- (2) The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
- (3) If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months salary within one month of the death of the staff member.

**5. MEDICAL AID SCHEME**

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

**24. INTERPRETATION**

<i>Word</i>	<i>Meaning</i>
Union	Means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the industrial Disputes Act.

Employer	Means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof.
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.

In, Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this sixth day of April Two Thousand and Nine.

D. de S. Daluwatte,  
Chairman,  
Janatha Estates Development Board.

P. Ramasivam,  
President,  
Ceylon Estates Staffs' Union.

*Witnesses :*

1. ....

.....  
Nath Amarasinghe,  
General Secretary,  
Ceylon Estates' Staffs' Union.

2. ....

.....  
D. K. Jayawardena,  
Vice President,  
Ceylon Estates Staffs' Union.

## SCHEDULE II

### TECHNICAL STAFF - SALARY RANGES

Junior Asst. Factory Officer	Rs. 15,135.00 — Rs. 22,635.00 Annual Increment - 150
Asst. Factory Officer	Rs. 15,415.00 — Rs. 25,415.00 Annual Increment - 200
Sen. Asst. Factory Officer	Rs. 15,755.00 — Rs. 28,255.00 Annual Increment - 250
Factory Officer	Rs. 16,540.00 — Rs. 41,540.00 Annual Increment - 500
Sp. Grade Factory Office	Rs. 19,915.00 — Rs. 57,415.00 Annual Increment - 750

**SCHEDULE III**

**Jr. Assistant Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> <i>(2,500 + 8,413)</i>	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs.cts.</i>	<i>Rs.cts.</i>	<i>Rs.cts.</i>
1	4,220.00	10,913.00	15,133.00
2	4,275.00	10,913.00	15,188.00
3	4,330.00	10,913.00	15,243.00
4	4,385.00	10,913.00	15,298.00
5	4,440.00	10,913.00	15,353.00
6	4,495.00	10,913.00	15,408.00
7	4,550.00	10,913.00	15,463.00
8	4,605.00	10,913.00	15,518.00
9	4,660.00	10,913.00	15,573.00
10	4,715.00	10,913.00	15,628.00
11	4,770.00	10,913.00	15,683.00
12	4,825.00	10,913.00	15,738.00
13	4,880.00	10,913.00	15,793.00
14	4,935.00	10,913.00	15,848.00
15	4,990.00	10,913.00	15,903.00
16	5,045.00	10,913.00	15,958.00
17	5,100.00	10,913.00	16,013.00
18	5,155.00	10,913.00	16,068.00
19	5,210.00	10,913.00	16,123.00
20	5,265.00	10,913.00	16,178.00
21	5,320.00	10,913.00	16,233.00
22	5,375.00	10,913.00	16,288.00
23	5,430.00	10,913.00	16,343.00
24	5,485.00	10,913.00	16,398.00
25	5,540.00	10,913.00	16,453.00
26	5,595.00	10,913.00	16,508.00
27	5,650.00	10,913.00	16,563.00
28	5,705.00	10,913.00	16,618.00
29	5,760.00	10,913.00	16,673.00
30	5,815.00	10,913.00	16,728.00
31	5,870.00	10,913.00	16,783.00
32	5,925.00	10,913.00	16,838.00
33	5,980.00	10,913.00	16,893.00
34	6,035.00	10,913.00	16,948.00
35	6,090.00	10,913.00	17,003.00
36	6,145.00	10,913.00	17,058.00
37	6,200.00	10,913.00	17,113.00
38	6,255.00	10,913.00	17,168.00
39	6,310.00	10,913.00	17,223.00
40	6,365.00	10,913.00	17,278.00
41	6,420.00	10,913.00	17,333.00
42	6,475.00	10,913.00	17,388.00
43	6,530.00	10,913.00	17,443.00
44	6,585.00	10,913.00	17,498.00
45	6,640.00	10,913.00	17,553.00

**SCHEDULE III (Contd.)**

**Jr. Assistant Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> (2,500 + 8,413)	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs. cts.</i>	<i>Rs. cts.</i>	<i>Rs. cts.</i>
46	6,695.00	10,913.00	17,608.00
47	6,750.00	10,913.00	17,663.00
48	6,805.00	10,913.00	17,718.00
49	6,860.00	10,913.00	17,773.00
50	6,915.00	10,913.00	17,828.00
51	6,970.00	10,913.00	17,883.00

**Assistant Factory Officer**

1	4,500.00	10,913.00	15,413.00
2	4,575.00	10,913.00	15,488.00
3	4,650.00	10,913.00	15,563.00
4	4,725.00	10,913.00	15,638.00
5	4,800.00	10,913.00	15,713.00
6	4,875.00	10,913.00	15,788.00
7	4,950.00	10,913.00	15,863.00
8	5,025.00	10,913.00	15,938.00
9	5,100.00	10,913.00	16,013.00
10	5,175.00	10,913.00	16,088.00
11	5,250.00	10,913.00	16,163.00
12	5,325.00	10,913.00	16,238.00
13	5,400.00	10,913.00	16,313.00
14	5,475.00	10,913.00	16,388.00
15	5,550.00	10,913.00	16,463.00
16	5,625.00	10,913.00	16,538.00
17	5,700.00	10,913.00	16,613.00
18	5,775.00	10,913.00	16,688.00
19	5,850.00	10,913.00	16,763.00
20	5,925.00	10,913.00	16,838.00
21	6,000.00	10,913.00	16,913.00
22	6,075.00	10,913.00	16,988.00
23	6,150.00	10,913.00	17,063.00
24	6,225.00	10,913.00	17,138.00
25	6,300.00	10,913.00	17,213.00
26	6,375.00	10,913.00	17,288.00
27	6,450.00	10,913.00	17,363.00
28	6,525.00	10,913.00	17,438.00
29	6,600.00	10,913.00	17,513.00
30	6,675.00	10,913.00	17,588.00
31	6,750.00	10,913.00	17,663.00
32	6,825.00	10,913.00	17,738.00
33	6,900.00	10,913.00	17,813.00
34	6,975.00	10,913.00	17,888.00
35	7,050.00	10,913.00	17,963.00

**SCHEDULE III (Contd.)**

**Assistant Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> (2,500 + 8,413)	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs.cts.</i>	<i>Rs.cts.</i>	<i>Rs.cts.</i>
36	7,125.00	10,913.00	18,038.00
37	7,200.00	10,913.00	18,113.00
38	7,275.00	10,913.00	18,188.00
39	7,350.00	10,913.00	18,263.00
40	7,425.00	10,913.00	18,338.00
41	7,500.00	10,913.00	18,413.00
42	7,575.00	10,913.00	18,488.00
43	7,650.00	10,913.00	18,563.00
44	7,725.00	10,913.00	18,638.00
45	7,800.00	10,913.00	18,713.00
46	7,875.00	10,913.00	18,788.00
47	7,950.00	10,913.00	18,863.00
48	8,025.00	10,913.00	18,938.00
49	8,100.00	10,913.00	19,013.00
50	8,175.00	10,913.00	19,088.00
51	8,250.00	10,913.00	19,163.00

**Sr. Assistant Factory Officer**

1	4,840.00	10,913.00	15,753.00
2	4,940.00	10,913.00	15,853.00
3	5,040.00	10,913.00	15,953.00
4	5,140.00	10,913.00	16,053.00
5	5,240.00	10,913.00	16,153.00
6	5,340.00	10,913.00	16,253.00
7	5,440.00	10,913.00	16,353.00
8	5,540.00	10,913.00	16,453.00
9	5,640.00	10,913.00	16,553.00
10	5,740.00	10,913.00	16,653.00
11	5,840.00	10,913.00	16,753.00
12	5,940.00	10,913.00	16,853.00
13	6,040.00	10,913.00	16,953.00
14	6,140.00	10,913.00	17,053.00
15	6,240.00	10,913.00	17,153.00
16	6,340.00	10,913.00	17,253.00
17	6,440.00	10,913.00	17,353.00
18	6,540.00	10,913.00	17,453.00
19	6,640.00	10,913.00	17,553.00
20	6,740.00	10,913.00	17,653.00
21	6,840.00	10,913.00	17,753.00
22	6,940.00	10,913.00	17,853.00
23	7,040.00	10,913.00	17,953.00
24	7,140.00	10,913.00	18,053.00
25	7,240.00	10,913.00	18,153.00

**SCHEDULE III (Contd.)**

**Sr. Assistant Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> <i>(2,500 + 8,413)</i>	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs. cts.</i>	<i>Rs. cts.</i>	<i>Rs. cts.</i>
26	7,340.00	10,913.00	18,253.00
27	7,440.00	10,913.00	18,353.00
28	7,540.00	10,913.00	18,453.00
29	7,640.00	10,913.00	18,553.00
30	7,740.00	10,913.00	18,653.00
31	7,840.00	10,913.00	18,753.00
32	7,940.00	10,913.00	18,853.00
33	8,040.00	10,913.00	18,953.00
34	8,140.00	10,913.00	19,053.00
35	8,240.00	10,913.00	19,153.00
36	8,340.00	10,913.00	19,253.00
37	8,440.00	10,913.00	19,353.00
38	8,540.00	10,913.00	19,453.00
39	8,640.00	10,913.00	19,553.00
40	8,740.00	10,913.00	19,653.00
41	8,840.00	10,913.00	19,753.00
42	8,940.00	10,913.00	19,853.00
43	9,040.00	10,913.00	19,953.00
44	9,140.00	10,913.00	20,053.00
45	9,240.00	10,913.00	20,153.00
46	9,340.00	10,913.00	20,253.00
47	9,440.00	10,913.00	20,353.00
48	9,540.00	10,913.00	20,453.00
49	9,640.00	10,913.00	20,553.00
50	9,740.00	10,913.00	20,653.00
51	9,840.00	10,913.00	20,753.00

**Factory Officer**

1	5,625.00	10,913.00	16,538.00
2	5,825.00	10,913.00	16,738.00
3	6,025.00	10,913.00	16,938.00
4	6,225.00	10,913.00	17,138.00
5	6,425.00	10,913.00	17,338.00
6	6,625.00	10,913.00	17,538.00
7	6,825.00	10,913.00	17,738.00
8	7,025.00	10,913.00	17,938.00
9	7,225.00	10,913.00	18,138.00
10	7,425.00	10,913.00	18,338.00
11	7,625.00	10,913.00	18,538.00
12	7,825.00	10,913.00	18,738.00
13	8,025.00	10,913.00	18,938.00
14	8,225.00	10,913.00	19,138.00

**SCHEDULE III (Contd.)**

**Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> (2,500 + 8,413)	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs.cts.</i>	<i>Rs.cts.</i>	<i>Rs.cts.</i>
15	8,425.00	10,913.00	19,338.00
16	8,625.00	10,913.00	19,538.00
17	8,825.00	10,913.00	19,738.00
18	9,025.00	10,913.00	19,938.00
19	9,225.00	10,913.00	20,138.00
20	9,425.00	10,913.00	20,338.00
21	9,625.00	10,913.00	20,538.00
22	9,825.00	10,913.00	20,738.00
23	10,025.00	10,913.00	20,938.00
24	10,225.00	10,913.00	21,138.00
25	10,425.00	10,913.00	21,338.00
26	10,625.00	10,913.00	21,538.00
27	10,825.00	10,913.00	21,738.00
28	11,025.00	10,913.00	21,938.00
29	11,225.00	10,913.00	22,138.00
30	11,425.00	10,913.00	22,338.00
31	11,625.00	10,913.00	22,538.00
32	11,825.00	10,913.00	22,738.00
33	12,025.00	10,913.00	22,938.00
34	12,225.00	10,913.00	23,138.00
35	12,425.00	10,913.00	23,338.00
36	12,625.00	10,913.00	23,538.00
37	12,825.00	10,913.00	23,738.00
38	13,025.00	10,913.00	23,938.00
39	13,225.00	10,913.00	24,138.00
40	13,425.00	10,913.00	24,338.00
41	13,625.00	10,913.00	24,538.00
42	13,825.00	10,913.00	24,738.00
43	14,025.00	10,913.00	24,938.00
44	14,225.00	10,913.00	25,138.00
45	14,425.00	10,913.00	25,338.00
46	14,625.00	10,913.00	25,538.00
47	14,825.00	10,913.00	25,738.00
48	15,025.00	10,913.00	25,938.00
49	15,225.00	10,913.00	26,138.00
50	15,425.00	10,913.00	26,338.00
51	15,625.00	10,913.00	26,538.00

**Special Grade Factory Officer**

1	9,000.00	10,913.00	19,913.00
2	9,300.00	10,913.00	20,213.00
3	9,600.00	10,913.00	20,513.00
4	9,900.00	10,913.00	20,813.00
5	10,200.00	10,913.00	21,113.00
6	10,500.00	10,913.00	21,413.00



**SCHEDULE III (Contd.)**

**Special Grade Factory Officer**

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision</i> (2,500 + 8,413)	<i>Placement on</i> <i>Salary Range</i>
	<i>Rs. cts.</i>	<i>Rs. cts.</i>	<i>Rs. cts.</i>
7	10,800.00	10,913.00	21,713.00
8	11,100.00	10,913.00	22,013.00
9	11,400.00	10,913.00	22,313.00
10	11,700.00	10,913.00	22,613.00
11	12,000.00	10,913.00	22,913.00
12	12,300.00	10,913.00	23,213.00
13	12,600.00	10,913.00	23,513.00
14	12,900.00	10,913.00	23,813.00
15	13,200.00	10,913.00	24,113.00
16	13,500.00	10,913.00	24,413.00
17	13,800.00	10,913.00	24,713.00
18	14,100.00	10,913.00	25,013.00
19	14,400.00	10,913.00	25,313.00
20	14,700.00	10,913.00	25,613.00
21	15,000.00	10,913.00	25,913.00
22	15,300.00	10,913.00	26,213.00
23	15,600.00	10,913.00	26,513.00
24	15,900.00	10,913.00	26,813.00
25	16,200.00	10,913.00	27,113.00
26	16,500.00	10,913.00	27,413.00
27	16,800.00	10,913.00	27,713.00
28	17,100.00	10,913.00	28,013.00
29	17,400.00	10,913.00	28,313.00
30	17,700.00	10,913.00	28,613.00
31	18,000.00	10,913.00	28,913.00
32	18,300.00	10,913.00	29,213.00
33	18,600.00	10,913.00	29,513.00
34	18,900.00	10,913.00	29,813.00
35	19,200.00	10,913.00	30,113.00
36	19,500.00	10,913.00	30,413.00
37	19,800.00	10,913.00	30,713.00
38	20,100.00	10,913.00	31,013.00
39	20,400.00	10,913.00	31,313.00
40	20,700.00	10,913.00	31,613.00
41	21,000.00	10,913.00	31,913.00
42	21,300.00	10,913.00	32,213.00
43	21,600.00	10,913.00	32,513.00
44	21,900.00	10,913.00	32,813.00
45	22,200.00	10,913.00	33,113.00
46	22,500.00	10,913.00	33,413.00
47	22,800.00	10,913.00	33,713.00
48	23,100.00	10,913.00	34,013.00
49	23,400.00	10,913.00	34,313.00
50	23,700.00	10,913.00	34,613.00
51	24,000.00	10,913.00	34,913.00

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