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අති විශේෂ EXTRAORDINARY

අංක 1845/29 – 2014 ජනවාරි 17 වැනි සිකුරාදා – 2014.01.17

No. 1845/29 – FRIDAY, JANUARY 17, 2014

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1770.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between South Asia Gateway Terminals (Pvt) Ltd, 130, Glennie Street, Colombo 02 of the one part and the Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T.B. Jayah Mawatha, Colombo 10 and Jathika Sevaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other part on 4th day of September, 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
18th December, 2013.

Collective Agreement No. 22 of 2013

COLLECTIVE AGREEMENT 2013 – 2016 BETWEEN SOUTH ASIA GATEWAY TERMINALS (PVT) LTD., AND JOINTLY WITH SRI LANKA NIDAHAS SEVAKA SANGAMAYA AND JATHIKA SEVAKA SANGAMAYA

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**COLLECTIVE AGREEMENT 2013 – 2016 BETWEEN SOUTH ASIA GATEWAY TERMINALS (PVT) LTD.,
AND JOINTLY WITH SRI LANKA NIDAHAS SEVAKA SANGAMAYA AND JATHIKA SEVAKA SANGAMAYA**

THIS COLLECTIVE AGREEMENT made and entered into on this fourth day of September, Two Thousand Thirteen between South Asia Gateway Terminals (Pvt.) Ltd., having its Registered Office at 130, Glennie Street, Colombo 02 and bearing Company Registered No. PV 326 (hereinafter referred to as the 'Employer') of the One Part and jointly with Sri Lanka Nidahas Sevaka Sangamaya and Jathika Sevaka Sangamaya, being trade unions duly registered under the Trade Unions Ordinance and having their registered offices at No. 301, T. B. Jayah Mawatha, Colombo 10 and at No. 416, Kotte Road, Pitakotte, respectively (hereinafter referred to as the Unions), of the other part, witnesseth:

WHEREAS the Unions have shown to the satisfaction of the Employer that they represent a majority of the Operative Grade Employees employed by the Employer and Whereas it is the desire of both the Unions and the Employer to enter into an Agreement, which would ensure the peaceful adjustment and settlement of all disputes, which may arise between the Employer and its Employees and/or the Unions and the promotion of industrial peace, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Unions and the Employer agree as follows:

1. **Title.**— This Agreement shall be known and referred to as “SAGT Collective Agreement 2013 - 2016”.

2. **Date of Operation and Duration.**— This Collective Agreement shall be effective from the First day of April, Two Thousand Thirteen and may be terminated by either party with one (01) month's written notice to the other, provided however, that neither party shall give such notice prior to the Thirty First day of March, Two Thousand Sixteen. Any notice of termination of this Agreement given by either party, prior to the Thirty First day of March, Two Thousand Sixteen, shall not be regarded as valid notice and shall be of no avail.

It is the intention of both Employer and the Unions to renew the agreement on the first day of April, Two Thousand Sixteen and therefore negotiations for same will commence by the first day of January, Two Thousand Sixteen.

3. **Persons covered and bound.**— This Agreement shall cover and bind the Employer, the Unions and all the Quay Gantry Crane Operators, Crane Operators, RTG Operators, Controllers Deck/Wharf, Controllers Yard, Fork Lift Operators, Planning Assistants, Operations Assistants, Operations Controllers, ITT Coordinators, Receival Delivery Officers, Assistant Receival Delivery Officers, Foremen Electrical/Mechanical/Cargo Care, Terminal Engineering Assistants Electrical/Mechanical, Cargo Care Officers, Stores Officers, Assistant Stores Officers only who are employed on permanent contracts of employment by the Employer at its work places in Colombo and who are members of the respective Unions.

4. **Declaration of Principle.**—

(a) Both Employer and the Unions accept the principle that the special consideration affecting the Employer is such that the wage and salary rates are a proper subject for collective bargaining between the Employer and the Union and that the actions of other employers including Government Corporations and the Government of Sri Lanka in their capacity as employers of

labour, regarding the amount and timing of wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.

- (b) In cases in which Government does provide by legislation for benefits including increases in wages, Gratuity, bonus etc., the following shall apply -
- (i) When such benefits are more favourable than the benefits stipulated, only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein,
 - (ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein,
- (c) The stipulations contained in Paragraph (b) above are without prejudice to the principle contained in Paragraph (a) above.

5. Rights and Responsibilities of Employer.- Selection, placement, distribution, transfer and promotion of personnel, laying down of working hours and working programmes, planning and control of Terminal operations, introduction of new machinery or improved operational methods, expansion of operation facilities, establishment of quality and operations standards, maintenance of efficiency, the consequence thereof, maintenance of discipline in the Terminal and for that purpose taking necessary disciplinary action against workmen within the framework of the existing law, regulations and standing orders, are exclusively the rights and responsibilities of the Employer. Recruitment, selection and placement of employees will depend on Employer's requirement, which will not be based purely on the machinery plan. However, the Management acknowledges that the Union may raise with the Employer any grievance or dispute in the opinion of the Unions that may have occurred to any of their members.

6. General Terms and Conditions of Employment.- The terms and conditions of this Agreement shall as from the date hereof, and during the continuance in force of this Agreement be deemed to be included in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that 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, the terms and conditions of this Agreement shall prevail.

7. Variation of Terms and Conditions of Employment or Benefits.-

- (a) The Unions and their members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary or add to all or any of the practices, terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement, other than by mutual agreement in writing.
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Unions or incidental thereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.

8. Wages.-

- (a) As from the First day of April Two Thousand Thirteen the Employer will grant an increase in wages on the following basis:
 - (i) 13% on the consolidated wage applicable to each employee as at March 2013, and thereafter.
 - (ii) The wage for April 2013 shall be a consolidated wage.
- (b) As from the First day of April 2014 the Employer will grant an increase in wages of 10% calculated on the consolidated rates as at March 2014 and the said wage for April 2014 shall be a consolidated wage.
- (c) As from the First day of April 2015 the Employer will grant an increase in wages of 10% calculated on the consolidated rates as at March 2015 and the said wage for April 2015 shall be a consolidated wage.

9. Work Practices.- Both the Employer and the unions agree that the work practices are as per the employment contract, existing policies, procedures, practices, job descriptions and agreed work practices indicated in the First Schedule.

10. Overtime and Work on Holidays.- If required by the Employer, an Employee shall work reasonable overtime authorised by the Employer in excess of his normal working hours. Reasonable hours will be determined as per Laws applicable. Overtime work or work on holidays shall be remunerated at rates presently in force.

11. **Bonus/Incentives.**-(a) *Annual Scheme*

The following scheme will be applicable for the financial years 2013, 2014 and 2015. Payment applicable for the previous financial year will be made in the month of April each year.

Bonus (in Months)	Volume
1	< 1.60 Mn TEU'S
2	1.60 Mn TEU'S
2.5	>1.60 Mn TEU'S
3	>1.65 Mn TEU'S
3.5	>1.70 Mn TEU'S
3.6	>1.73 Mn TEU'S
3.7	>1.76 Mn TEU'S
3.8	>1.79 Mn TEU'S
3.9	>1.82 Mn TEU'S
4	>1.85 Mn TEU'S

* Bonus deductions shall be based on the current procedure. Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will not be considered when ascertaining the eligibility of the Employee for the bonus payment.

(b) *Year end Unutilised Leave Bonus.*- During any calendar year any employee who has an unavailed leave balance of 14 or more days of sick and casual leave, such employee will be granted a bonus equivalent to half a month's basic salary in the month of January in each year. However, any employee who has been placed on no pay leave even for half a day shall not qualify for this bonus payment.

* Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will not be considered when ascertaining the eligibility of the Employee for the bonus payment.

(c) *Leave Encashment*

Employees will be paid for their unutilised sick/casual and annual leave as per the current practice.

(d) *Attendance Incentive*

(i) The Employer will pay a monthly attendance incentive to the Employees subject to the conditions set out herein.

(ii) This incentive will be calculated on a monthly basis and paid once a month, based on the following criteria.

(a) An Employee who reports for all rostered shifts in a calendar month will be paid Rs. 5,500/-.

(b) An Employee who avails half (1/2) a day's or one (1) day's leave during a calendar month will be paid Rs. 2,750/-.

(c) An Employee who avails one and half (1 1/2) or two (2) days' leave during a calendar month will be paid Rs. 1,100/-.

(iii) Unauthorized absence of any form of no-pay leave for any period of time will result in the loss of the total incentive for that month.

(iv) Annual leave will, for this purpose, be reckoned as days present.

(v) Employees will not be eligible for this incentive once they have exhausted their Sick/Casual Leave quota of that calendar year. However, any justifiable reason, e.g. prolonged illness/accidents acceptable to the Employer may be considered an exception at the discretion of the Employer.

(e) *Travelling Allowance*

The Employer shall pay employees engaged in shift duties a daily transport allowance of Rs. 230/- as per the existing practice.

(f) *Productivity Based Incentive Scheme (PBIS)*

It is agreed by the Employer and the Union that the Productivity Based Incentive Scheme (PBIS) shall be as per the scheme set out in the Second Schedule hereto.

(g) A gift voucher of Rs. 11,000/- shall be granted to each employee as per the current practice in the month of December each year for the duration of this Agreement.

(h) Other than what has been set out in (g) above, there shall not be any request for other payments or gifts to employees either in terms of cash or gift vouchers for the duration of this Agreement.

(i) *Government Action on Bonus*

If at any time during the continuance in force of this Agreement, the Government introduces by legislation or otherwise any scheme for bonus or payment under any attendance incentive or production scheme, the workmen will not be entitled to the benefits of such scheme in addition to the bonus or bonuses provided for in this Agreement. In the event of such government action, the workmen shall be entitled to the more favourable scheme of bonus or incentive or production payments.

12. **Distress Loan.**— Employees may apply for distress loan amounting Rs. 30,000/- for an emergency requirement acceptable to the Employer. The recovery period of such loan will be six (06) months commencing from the date of granting the loan.

13. **Death Mutual Benefit Scheme.**— The Employer shall grant a sum of Rs. 50,000/- to an Employee in the event of a death of his/her immediate family member (namely the spouse, children and parents of the employee) as defined in the existing Death Mutual Benefit Scheme. The Employer shall grant a sum of Rs. 25,000/- to an Employee in the event of a death of his/her father-in-law or mother-in-law. The total employee contribution for such event shall be 50,000/- regulated in terms of Death Mutual Benefit Scheme.

14. **Employees Insurance Scheme.**— Employees will be covered with the following insurance schemes.

(a) Surgical and Hospitalization Insurance Cover

Indoor – Rs. 173,000/- per annum

Outdoor – Rs. 22,000/- per annum

(b) Group Life Insurance Cover

Rs. 1,500,000/-

(c) Personal Accident Insurance Cover

Rs. 500,000/-

(d) Workmen's Compensation Insurance Cover

As per the Workmen's Compensation Act.

Payments will be made as per the agreement between the employer and the Insurance company.

15. **Check-off**

(a) This clause shall apply to the employer so long as each Union maintains a membership in the workplace of the employer of not less than forty percent (40%) of the employees covered and bound by this Agreement and so long as this Agreement subsists.

(b) The employer shall, on the written request of an employee, deduct from the wages due to such employee the current monthly union dues as specified by the employee to be payable monthly by employees to the unions and remit the amount so deducted to the respective unions.

(c) Every employee who agrees to the deduction of union dues from his wages shall sign an "authorisation" and forward it to the employer.

(d) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect and forwarding it to the Employer.

16. **Employees Grievances Procedure**

In the event of an employee grievance, the following procedure shall be followed in resolving such grievance:

(a) The Employee will, in the first instance discuss the grievance with the Departmental Executive.

(b) If the grievance is not satisfactorily resolved, the employee may then discuss the matter with the Departmental Manager. The Departmental Manager will if necessary in consultation with the Employer's Management endeavour to arrive at a satisfactory solution in respect of the grievance.

- (c) In the event of the grievance not being resolved at the level of the Departmental Manager, the issue in Grievance will then be discussed by the Employee with the Employee Relations Manager/Human Resource Manager of the Employer.
- (d) If no satisfactory solution is arrived at, then the issue in grievance will be discussed by the Branch Union and the Employer's Management. At such discussion, the number of representatives from each side shall not exceed four (4).

17. **Disputes Resolution Procedure.** - In the event of a dispute pertaining to a matter not covered by this Agreement, both parties agree that they shall settle such dispute by strictly adhering to the procedure set out below:

- (a) Whenever, there is a dispute, a written statement of the dispute shall be forwarded by the branch union to the Employer, and at least two weeks' time given for the employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter shall be referred to the parent union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of EFC and the parent union, the conciliatory proceedings under the Industrial Dispute Act shall be followed.
- (d) If after conciliation has failed in the Labour Department, the union wishes to take trade union action, written notice of not less than 14 days shall be given to the Employer and the EFC prior to initiating such action.

18. **Disciplinary Inquiry Procedure**

1. Within Five (5) working days of the date of the Show Cause Notice, the employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such employee.
2. The Employer shall allow member of the Union in employment of the Employer to be present as a representative at the inquiry.

19. **Trade Union Action.** - The Unions and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any form of Trade Union action in respect of any Dispute related to this Agreement.

20. **Consequences of Termination of Agreement.** - On the termination of this Agreement all terms, conditions, facilities and concessions enjoyed by the Unions and/or their members under this Agreement shall *ipso facto* cease. Employee benefits as per the Collective Agreement will remain unchanged provided employees continue with the agreed work practices, terms and condition stipulated in this agreement.

21. **Breaches of the Agreement by the Unions and/or its Members.** - If in the opinion of the Employers' Federation of Ceylon, the Unions or their members have committed a breach of this Agreement, then and in such event the employer reserves the right to withdraw all or any of the facilities or benefits granted to the Employees, or to the Unions, seven (7) days' after raising such breach with the Unions in writing without prejudice to the Employer's right to restore such facilities or benefits upon such terms and conditions as the Employer and the Employers' Federation of Ceylon may decide. The Unions will be entitled to dispute the justification of such withdrawal.

If in the opinion of the Unions, the Employer has committed a breach of this Agreement then and in such event, the Unions would have the right to refer such matter to the Commissioner of Labour.

22. **Interpretation of Agreement.** - Any dispute over the interpretation of this Agreement shall be settled by voluntary arbitration under section 3 (i) (d) of the Industrial Dispute Act (1950).

23. **Definitions.** - Unless the context otherwise requires the following words shall have the following meaning:-

- (a) "Employee" or "Workman" shall mean an employee in the permanent establishment and covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the *proviso* that it shall not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

Words importing the singular number shall include the plural number and *vice versa*.

First Schedule

WORK PRACTICES EFFECTIVE

1 APRIL 2013

QUAY CRANE OPERATIONS, CRANE/RTG OPERATORS, FORK LIFT OPERATORS, CONTROLLERS YARD, CONTROLLERS DECK/WHARF, RECEIVAL DELIVERY OFFICERS, ASSISTANT RECEIVAL DELIVERY OFFICER,

FOREMEN ELECTRICAL/MECHANICAL/CARGO CARE, TERMINAL ENGINEERING ASSISTANTS ELECTRICAL/MECHANICAL, CARGO CARE OFFICERS,

PLANNING ASSISTANTS, OPERATION ASSISTANTS, OPERATIONS CONTROLLERS, ITT COORDINATORS, STORES OFFICERS, ASSISTANT STORES OFFICERS.

QUAY CRANE OPERATORS

1. Work pattern – 6 hours in the normal shift 3 hours in the overtime shift following the normal shift and 6 hours in the shift after the overtime shift.

2. Quay Crane Operators agree to:

- (a) Operate 10 out of 12 existing cranes during the shift at all times and 1 crane will be parked for maintenance during each shift. Maximum number of cranes available for operational use during a shift would be 11.
- (b) Deploy an 11th crane once in a shift by ensuring necessary changeovers to meet company exigencies. Such Operational exigencies of the company shall be conveyed in advance (i.e. to be notified at the commencement of the shift of the date of deployment).
- (c) To designate the crane that is to be parked during the shift for maintenance at the beginning of the shift.
- (d) Operators to change 2 cranes once within the shift if number of cranes used within the shift shall be 9 or less. Such requirement will be notified at the commencement of the shift.
- (e) In the event of machine breakdown, operators agree to take over any other crane which is parked and operate that crane.
- (f) An Operator shall not be asked to change cranes within the 3 hour roster allocated to the specific crane. However, this is not applicable if the specific crane breaks down. In such situations, the operator shall change the crane immediately.
- (g) Deck/wharf controllers who were assigned to specific crane to be changed shall change point of work and resume work at the new crane.

3. An Operator shall drive a maximum of 3 hours continuously in any part of the drive roster and not demand the machine until the relief driver takes over the machine.

CRANE/RTG OPERATORS

1. Work pattern – 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hours in the shift after the overtime shift. If an operator requires working three consecutive shifts, he shall work 6 hours in the third shift. However if it is found that the employees abuse this work arrangement to create overtime work the Employer reserves the right to revert to the substantive work arrangement which is 8 hours in the third consecutive shift.
2. An Operators will change from one crane to another as per the requirements and will drive any crane they are allocated to.
3. An Operator may drive a maximum number of hours continuously in any part of the drive roster as per the current practice and not de-man the machine until the relief driver takes over.

FORK LIFT OPERATORS

1. Work pattern – 8 hours in the normal shift 4 hours in the overtime shift following the normal shift and 8 hours in the shift after the overtime shift.
2. An Operator may drive a maximum of 4 hours continuously in any part of the drive roster and not demand the machine until the relief driver takes over.

3. The total responsibility for the maintenance of gear stores i.e. ensuring orderliness of gear stores and maintaining the gear. In this regard, they will provide guidance to the assistants.
4. Work any two Machines (Forklift machines/Reach Stackers) during the shift with 03 operators. In case a 3rd Machine is required to work due to exigencies the required number of staff will be deployed on Overtime.

CONTROLLERS – YARD

1. Work pattern – 8 hours in the normal shift 4 hours in the overtime shift following the normal shift and 8 hours in the shift after the overtime shift.
2. Point of Work of the controller Yard will be changed as per Operational requirements.

CONTROLLERS – DECK/WHARF

1. Work pattern – 8 hours in the normal shift 4 hours in the overtime shift and 8 hours after the overtime shift.
2. Point of Work of the Controller Deck/Wharf will be changed as per the requirement and they will work any crane they are allocated to.
3. Work practice described above under QC operators (clause No. 02) shall be applicable to Deck/Wharf Controllers as well.

QUAY CRANE OPERATORS, CRANE/RTG OPERATORS , FORK LIFT OPERATORS, CONTROLLERS YARD AND CONTROLLERS DECK/WHARF

Employees may leave the work premises, having indicated in the register provided for this purpose and signed out after completion of their driving duties/duties according to the roster ensuring no machine is left unmanned/continuance of work.

OPERATIONS CONTROLLERS

1. Work pattern – 10.5 hours in the normal shift, 06 hours in the overtime shift following the normal shift and 10.5 hours in the shift after the overtime shift.

RECEIVAL DELIVERY OFFICERS

1. Work pattern – 10.5 hours in the normal shift, 06 hours in the overtime shift following the normal shift and 10.5 hours in the shift after the overtime shift.
2. In the event all six Receival Delivery Officers in the shift are at work two employees may leave the work premises, one employee at 4.30 pm/am and the other at 5.00 am/pm having obtained permission from line manager/executive and signed out after completion of their duties according to the roster ensuring all four gates are manned.
3. In the event five Receival Delivery Officers are at work, only one employee may leave the work premises at 5.00 am/pm having obtained permission from line manager/executive and signed out after completion of their duties according to the roster ensuring all four gates are manned.

ASSISTANT RECEIVAL DELIVERY OFFICER

1. Work pattern – As per the job description. 10.5 hours in the normal shift, 06 hours in the overtime shift and 10.5 hours in the shift after the overtime shift.
2. In the event all six Assistant Receival Delivery Officers are at work one employee may leave the work premises, at 4.30 am/pm or 5.00 am/pm as the case may be, having obtained permission from his line Manager/Executive and signed out after completion of their duties according to the roster ensuring no work disruption.

Cross training for Assistant Receival Delivery Officers (ARDO), Receival Delivery Officers (RDO), Deck Wharff Controllers, RTG/Crane Operators, Operation Controllers

Cross Training of Operational staff to ensure quicker LTO filling and progression to be implemented. A voluntary training program to

be implemented for this purpose. Training courses to be conducted on duty as well as off days. Number of staff to be trained will be the number of employees retiring during the course of that year plus one extra operator.

The management subject to availability of training resources will determine training conducted. Employees to be selected for training programs through a selection process similar to filling up vacancies in the respective operations position. The courses will consist of both technical as well as soft skills Courses to be scheduled and published at least one month in advance.

FOREMEN ELECTRICAL/MECHANICAL/CARGO CARE, TERMINAL ENGINEERING ASSISTANTS ELECTRICAL/MECHANICAL, CARGO CARE OFFICERS,

PLANNING ASSISTANTS, OPERATION ASSISTANTS, OPERATIONS CONTROLLERS, ITT COORDINATORS, STORES OFFICERS, ASSISTANT STORES OFFICERS.

1. Work pattern – As per the job DescriptionCurrent Work Practices.
2. Employees in Engineering Department may work a shift in lieu of the normal shift if they so wish to on requirement of the Employer. In other words, no employee will be forced to change their normal shift. Reduction in number of shifts if any, due to above change will not affect attendance bonus or PBIS.
3. Current Engineering cadre is as follows,
 Foremen – 09 (Electrical - 04, Mechanical - 04, Reefer - 01)
 Terminal Engineering Assistant (Electrical) - 24
 Terminal Engineering Assistant (Mechanical) - 24
 Cargo Care Officers - 09
 Stores Officers - 04

Second Schedule

PRODUCTIVITY BASED INCENTIVE SCHEME
1 APRIL 2013

1. Average Shift Gate Turn Time (Minutes/Shift) - (A)
 Applicable amount will be determined for each shift based on the average gate turn time maintained within the respective shift.

Low	High	Amount
22.01	24.00	52.50
20.01	22.00	80.00
18.01	20.00	132.50
16.01	18.00	185.00
14.01	16.00	262.50
12.01	14.00	315.00
10.01	12.00	367.50
1	10.00	425.00

2. Shift Throughput Moves Per Shift - B
 Applicable amount will be determined for each shift based on the number of moves handled at the wharf (ship to shore/shore to ship) within the respective shift.

Low	High	Amount
500	1000	105.00

10A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2014.01.17

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 17.01.2014

Low	High	Amount
1001	1250	132.50
1251	1500	157.50
1501	1750	185.00
1751	2000	237.50
2001	2250	290.00
2251	2500	367.50
2501	2750	447.50
2751	3000	525.00
3001	3250	625.00
3251	3500	675.00
3501	3750	725.00
3751	4000	775.00
4001	4250	825.00

3. Shifting and Shuffling - (C)

Applicable amount for the shift to be determined for total shifting/shuffling done in the yard at the rate of Rs. 35 cents per shift/shuffle move.

4. Crane Productivity Moves per Hour - (D)

Applicable amount will be determined by taking the average real crane rate for the month.

Low	High	Amount
25.00	26.00	290.00
26.01	27.00	367.50
27.01	28.00	447.50
28.01	29.00	525.00
29.01	30.00	630.00
30.01	31.00	707.50
31.01	32.00	787.50
32.01	33.00	865.00
33.01	34.00	945.00
34.01	35.00	1,022.50

5. Payment adjustment factor based on monthly throughput - (E)

Applicable factor to be determined by taking the total throughput for the month in TEUs.

Low	High	Factor
0	80000	0
80001	90000	0.60
90001	10000	0.75
100001	110000	0.90
110001	120000	1.00
120001	130000	1.00
130001	140000	1.00
140001	150000	1.05
150001	160000	1.10
160001	170000	1.15
170001	180000	1.20
180001	190000	1.25
190001	200000	1.30
200001	210000	1.35
210001	220000	1.40

6. Calculation

Monthly payment to be calculated as follows.

$X = \{(A+B+C)\}$ shift days worked

$Y = D \times$ shift days worked

PBIS payment for the month = $(X+Y) \times E$

7. Consistent Performance Incentive

This is for minimum productivity maintained at 28 or more crane moves per month during the previous quarter. A 10% of the total PBIS earned over the quarter up to a maximum of Rs. 10,000/- to be paid with the last month's PBIS of the quarter. Crane productivity of each month of the quarter shall be at 28 or more to be eligible for this incentive.

Special Terms

1. 1 Hatch lid equals to 02 container moves
2. 1 OOG equals to 02 container moves
3. Crane boom up times to facilitate berthing of vessels at Passenger Berth or any other berth be considered as a "Non-ops delays" and will not be included for hourly productivity.

Damage deductions

1. Property of SAGT, Agents or third party is covered under this clause.
2. 50% will be deducted against reported accidents/incidents.
3. 150% will be deducted against un - reported accident/incidents.
4. 50% will be deducted against accidents/incidents due to negligence of employees.
5. Entire months PBI will be deducted from the employee who is directly responsible for the damage.
6. Further, a few months PBI payment + disciplinary action will be taken against the employee/group of employees depending on the gravity of the loss. The Unions may discuss with the management in the event of a grievance with regard to the damage cost deduction and the punishment given to the employee/s who are directly responsible for the damage. In such an instance the Management decision will be final.
7. 50% will be deducted against losses on account of non-accidental incidents due to negligence of an employee or group of employees.

Minimum criteria/special conditions for PBI Payment

1. Minimum monthly average real crane productivity of 25 moves per hour should be reached to become eligible for full PBIS payment for the month. If the monthly average real crane rate is lower than 25 moves per hour, PBIS will not be paid for that month. Real crane rate used for PBIS is calculated after deducting the crane standby times which may occur due to any adverse actions of third parties during the specific ship Operation. As an example any strike action by prime mover drivers resulting in any cranes having to stand by will be deducted from the crane operating hours when calculating the real crane rate. This is the same mechanism applied to calculate the crane rate for PBIS even the previous scheme.
2. In the event the 'monthly average real crane rate' drops below 25 moves per hour for reasons beyond the control of the SAGT employees and if the Unions wish to raise a grievances / in that regard, such grievance shall be raised in terms of the Employees Grievances Procedure as set out in clause 16 in the Collective Agreement .
3. Payment will be made according to number of shifts worked (inclusive of over time)
4. Eligibility for Operations and Engineering employees who directly get involved in the productivity
5. Managers and Executives will not be entitled for this payment
6. Fixed amount to all categories

No pay leave and suspensions

1. Any employee who goes on no pay or suspended for disciplinary reasons lose 5% of the monthly PBIS per each day of no-pay or suspension. Such employees will lose 5% of the consistent productivity allowance per each day of no-pay or suspension.

Validity period

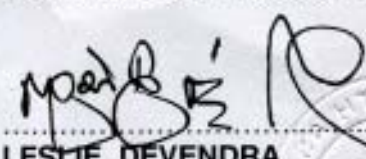
1. This scheme shall be in place for 3 years from 1st April 2013 and no revisions to be made during this period.

FOR AND ON BEHALF OF SOUTH ASIA GATEWAY TERMINALS (PVT) LIMITED:


ERWIN HAAZE



DESHAN DEVASAGAYAM

FOR AND ON BEHALF OF SRI LANKA NIDAHAS SEWAKA SANGAMAYA :


LESLIE DEVENDRA


RANJITH HETTIARACHCHI

FOR AND ON BEHALF OF JATHIKA SEWAKA SANGAMAYA:



SURANGA NAULLAGE

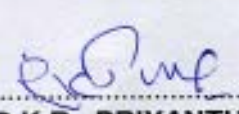

G. HEMAPALA


WITNESSES:


UPUL JINABASA



EOIN O'MAHONY


G. K. NIROSHAN ANURADHA


R.K.R. PRIYANTHA

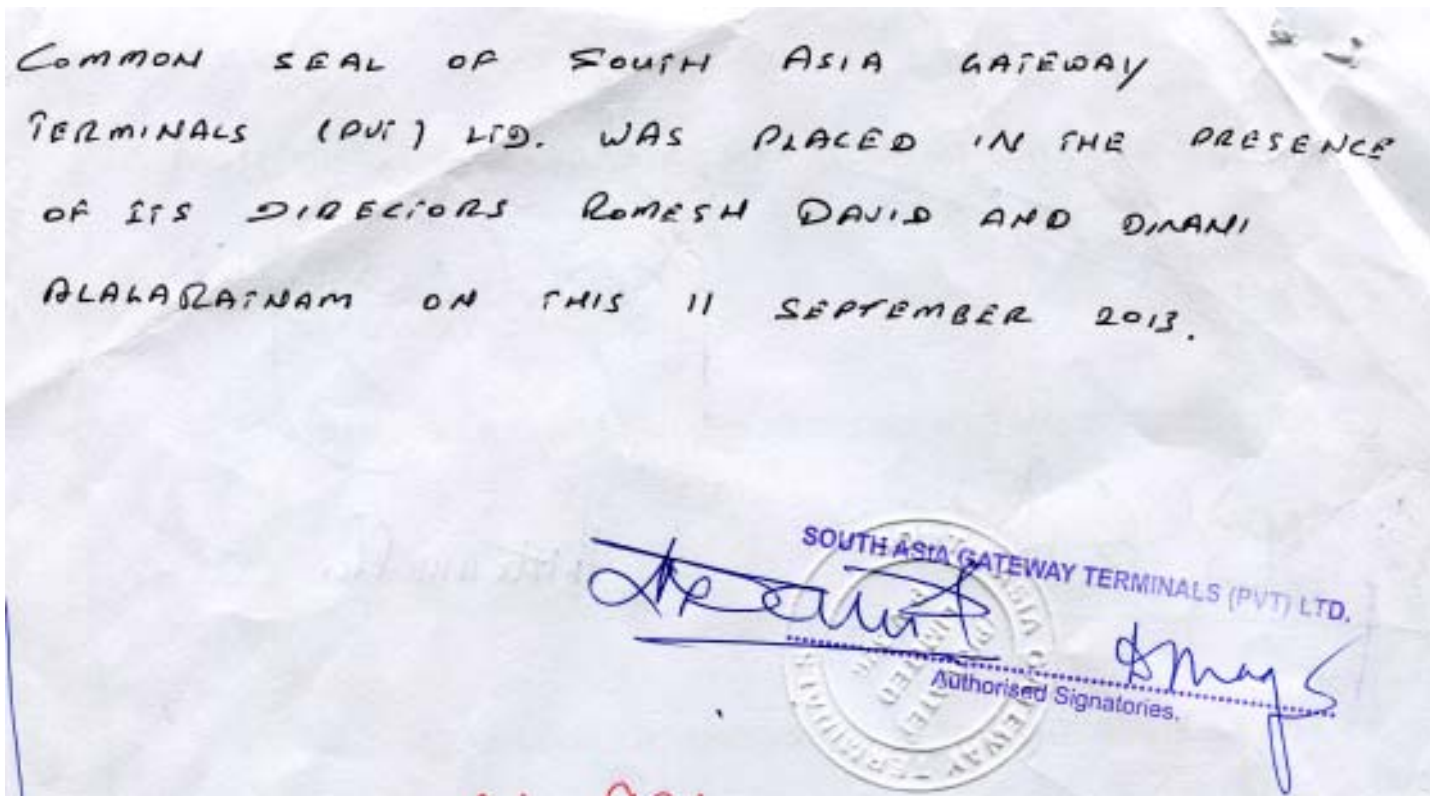

P. A. JAYANTHA


WAL JAYATISSA


KANISHKA WEERASINGHE

Witnesses to the signature of the said:

ERWIN HAAZE, DESHAN DEVASAGAYAM, LESLIE DEVENDRA, RANJITH HETTIARACHCHI



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