

18. **Advertising Samples.** – (a) The advertising samples of Bristol cigarettes issued to each employee in each month will be on the same basis as at present.

(b) The quota of Players Gold Leaf cigarettes issued to employees in the month of December each year will be on the same basis as at present and employees will be eligible for same if they are in employment of the Company on the thirtieth day of November of that particular year.

(c) In the month of April each year employees will be granted 400 Players Gold Leaf cigarettes free of charge in addition to their normal monthly quota of Bristol cigarettes, if they are in the employment of the Company on the thirty first day of March of that year.

19. **Death of Employees Whilst in Service.** – (a) Where an employee dies while in the employment of the Company, the Company will make an ex-gratia payment of Rupees Sixty Thousand (Rs. 60,000/=) to the deceased's next of kin.

(b) The next of kin also be paid a special gratuity of Sixty (60) month's salary or One (01) month's salary for each month of future service whichever is lower.

(c) The Company will provide free of charge 400 Bristol cigarettes and 400 Players Gold Leaf cigarettes to the next of kin of the deceased.

20. **Death of a Member of Employee's Family.** – On the death of a member of an employee's family the Company will grant 200 Players Gold Leaf cigarettes free of charge and also will permit such employee to purchase from the Company 500 cigarettes and the purchase price of these cigarettes will be recovered from such employees in Five (5) monthly instalments "Family" for this purpose shall have the same meaning as in the Death Mutual Benefit Scheme.

21. **Marriage of an Employee.** – On the occasion of one marriage of an employee such employee will receive from the Company a gift of Rupees Ten Thousand (Rs. 10,000/=) 200 Bristol cigarettes and 200 players Gold Leaf cigarettes, but he shall not receive any transport facility in connection with such marriage.

22. **Schemes for Children of Senior Employees.** – EMPLOYMENT OPPORTUNITY – The Company will, as far as possible, endeavour to employment for the children of employees without prejudice to the Company's rights in the matter of recruitment.

#### SCHOLARSHIP SCHEMES

(a) Where an employee has over Twenty (20) years (completed) service with the Company, the Company will provide a scholarship for one of his children to undergo technical training / apprenticeship course in a recognised institute in Sri Lanka, which would lead to a Diploma / Certificate, or Professional Courses in Affiliated Universities.

(b) Where an employee has over Five (5) years (completed) service with the Company, the Company will provide a scholarship for one of his children to undergo local University Course leading to a degree.

23. **Seniority Award.** – (a) An employee who has been employed by the Company continuously on a monthly contract of employment for a period of Fifteen (15) years service, will be granted a Seniority Award of Rupees Twenty Seven Thousand Five Hundred (Rs. 27,500/=) and a medal with one Gold Sovereign.

(b) An employee who has been in the Company continuously on a monthly contract of employment for a period of Twenty Five (25) years of service will be granted an award of Rupees Seventeen Thousand Five Hundred (Rs. 17,500/=).

Such employees at retirement / resignation will be entitled to a 21" Colour Television and a Sewing Machine.

24. **Payment for Unutilized Leave.** – The Company will continue to pay in respect of each leave year for unutilised Casual, Sick or Annual Leave (in the latter case not exceeding Nine (9) days) on the same basis as at present.

The Company will also grant 20 Players Gold Leaf cigarettes for each day unutilised leave.

25. **Travelling Allowance.** – With effect from the date of operation of this Agreement each employee will receive a monthly Travelling Allowance of Rupees Two Thousand (Rs. 2,000/=) per month.

26. **Grievance and disputes procedure.** – Subject to the provisions of Clause 8 in the event of any dispute or grievance other than a dispute or grievance in relation to any kind of bonus by whatsoever name it may be called, arising between an employee or employees and the Company, the following procedure shall be followed for the settlement of such dispute, or in resolving such grievance.

- (a) The employee will, in the first instance discuss the dispute or grievance with the Departmental Manager.
- (b) If the dispute or grievance is not satisfactorily resolved the employee may then seek an appointment with the Departmental HR Manager or his representative and in doing so will set out in writing, the grievance or dispute. Departmental HR Manager or his representative will grant an interview to the employee to see him for this purpose.
- (c) If no satisfactory solution is arrived at, then the issue in dispute will be discussed by the employee and the Factory Management.
- (d) If the employee is not satisfied with the decision of the Company in this matter, the employee may pursue the matter with the Employers' Federation of Ceylon, of which the Company is a member.
- (e) In event of dispute or grievance not being resolved or settled under the preceding sub-clauses then provided that both parties agree they shall refer such dispute or grievance to voluntary arbitration in terms of section 3(i) (d) of the Industrial Disputes Act (1950) for settlement. If both parties agree to voluntary arbitration they shall agree on a statement of the matter in dispute and if there is no agreement on such statement they shall request the Commissioner of Labour to determine the statement of the matter in dispute after affording the parties an opportunity to state their case in regard to the statement of the matter in dispute. If the parties are unable to jointly nominate an Arbitrator he shall be nominated by the Commissioner of Labour.
- (h) An award made by an Arbitrator in a voluntary arbitration referred to in sub-clause (e) hereof shall be final and binding on the parties.

27. **Extension of benefits to other security staff employees.**— The Company reserves to itself the right to extend the benefits accruing under this Agreement to employees referred to in clause 3 of this Agreement, to all Security Staff employees or any other categories of employees in the employment of the Company on such terms and conditions as the Company may determine.

28. **Consequences of termination of Agreement.**— On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the employees under this Agreement shall *ipso facto* cease.

29. **Breaches of the agreement by the employees.**— If in the opinion of the Employers' Federation of Ceylon the employees have committed a breach of this Agreement, then and in any such event the Company reserves to itself the right to withdraw all or any of the facilities or benefits granted to the employees, without prejudice to the Company's right to restore such facilities or benefits upon such terms and conditions as the Company and the Employers' Federation of Ceylon may decide. The employees will be entitled to dispute the justification of such withdrawal.

30. **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)

31. **Definitions.**— Unless the context otherwise requires the following words shall have the following meaning –

- (a) "Employee" or "Workmen" shall mean an employee in the permanent establishment and covered and bounded 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*  
MODULAR OUTPUT TABLE

<i>Machine</i>	<i>T1</i>	<i>Rs.</i>	<i>T2</i>	<i>Rs.</i>	<i>T3</i>	<i>Rs.</i>	<i>T4</i>	<i>Rs.</i>
GDR I	3.8 - 3.9	180	3.91 - 4	198	4.01 - 4.3	216	4.31 - 4.5	240
GDK 1	3.7 — 3.8	180	3.81 - 3.9	198	3.91 - 4	216	4.01 - 4.3	240
GDK 3	3.7 - 3.8	180	3.81 - 3.9	198	3.91 - 4	216	4.01 - 4.3	240
HL F	0.9 - 0.96	180	0.961 - 1.02	198	1.021 - 1.08	216	1.081 - 1.14	240
HL K	0.7 - 0.75	180	0.751 - 0.780	198	0.781 - 0.82	216	0.821 - 0.85	240

*For and on behalf of*  
CEYLON TOBACCO COMPANY LIMITED:

UBAYASENA BANDARA DISSANAYAKE

AHMED ZEB

AJITH NIRANJAN PERERA

DAYALAGE SAMITHA MANJUSRI PERERA

*For and on behalf of*  
THE FOOD BEVERAGES &  
TOBACCO INDUSTRIES EMPLOYEES UNION:

KAMBUKUTTIARACHCHIGE DON LALITH NIMAL KULATUNGA

WARAKAGODAGE DON KAMALSIRI LAL WICKRAMARATNE

GODAWATTA LIYANGE LIONEL RATNAWEERA

**WITNESSES :**

JEEVAKA ANANGALAL DE SILVA

DON WIMALASIRI SUBASINGHE

PAUL JULIUS HILTERMANN

GOTABAYA KIRI BANDARA DASANAYAKA

**WITNESSES TO THE SIGNATURE OF THE SAID:**

Ubayasena Bandara Dissanayake, Ahmed Zeb, Ajith Niranjana Perera, Dayalage Samitha Manjusri Perera, Kambukuttiarachchige Don Lalith Nimal Kulatunga, Warakagodage Don Kamalsiri Lal Wickramaratne, Godawatta Liyanage Lionel Ratneweera.

08 – 227

My. No.: CA/Plantation/04/2004.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Employees' Federation of Ceylon, 385, J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 and the National Estates Services Union, No. 60, Sri Jayewardenapura Mawatha, Welikada, Rajagiriya of the other part on 11th March, 2004 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition, 1956).

MAHINDA MADIHAHEWA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
23rd June, 2004.

2A – G004579

## Collective Agreement No. 22 of 2004

### COLLECTIVE AGREEMENT - SUPERVISORY

This Collective Agreement entered into between the Employers' Federation of Ceylon, 385, J3, Old Kotte Road, Rajagiriya of the First Part and the Ceylon Estates Staff's Union of No. 6, Aloe Avenue, Colombo 3 and the National Estates Services Union of No. 60, Sri Jayewardenapura Mawatha, Welikada, Rajagiriya of the Second Part made and entered into on the Eleventh day of March 2004, witnesseth as follows :-

1. **Title.**— This Agreement shall be known as the Plantation Supervisory Staff Collective Agreement (Tea, Rubber and Oil Palm Estates).

2. **Employers Covered and Bound.**— This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be according to the context for and in respect of the categories of employees hereinafter described in Clause 3, hereof employed on Tea, Rubber and Oil Palm Estates.

3. **Union and Employees Covered and Bound.**— This Agreement shall cover and bind the aforesaid Trade Unions, hereinafter referred to as the Unions or the Union as the case may be according to the context, and members of the Unions who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary scales are prescribed in Schedule II hereof.

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, 2003 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, 2008.

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 satisfactory service under the same employer, Junior Assistant Field Officer shall be re-designated as Assistant Field 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, an 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 therefor.

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 specially 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 (Rs. 1,000) per mensem.

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

11. **Salaries, Cost of Living Allowance and Arrears.**– The salaries payable to the employees covered and bound by this Agreement with effect from 01.10.2003 shall be in accordance with the salary scales set out in Schedule II hereof.

- (i) With effect from 01.10.2003, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 12 1/2% of the monthly salary payable to such employee as at September 2003 and he shall thereafter be placed on the corresponding point in monetary terms on the salary scale applicable to his grade as set out in Schedule II hereof. In the event of there being no such corresponding point, the employee shall be placed on the next higher point on such scale, save and except in respect of employees in grades which provide for an annual increment of Rs. 200/- or more. In the case of such employees, they shall in the event of there being no corresponding point, be placed on the nearest point on the applicable scale.

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

- (ii) With effect from 01.10.2005, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 5% of the monthly salary payable to each such employee as at September 2005 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule II hereof in the same manner as provided at sub clause (i) above.
- (iii) With effect from 01.10.2007, the salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum equal to 10% of the monthly salary payable to each such employee as at September 2007 and each such employee shall thereafter be placed on the corresponding or next higher/nearest point on the salary scale set out at Schedule II hereof in the same manner as provided at sub clause (i) above.
- (iv) The salaries payable to employees have been consolidated at the CCPI figure of 1456. The Cost of Living payment applicable for the month of September 1997 which was based on the cost of living figure 2109 was frozen for 100 points *i.e.* till the CCPI reached the figure of 2209 and was thereafter payable again at Rs. 1164 per point increase.

The employees will continue to receive the Cost of Living Allowance on the above basis during the period of this Agreement.

The cost of living payment for September 1997 was Rs. 1,070.92.

- (v) An employee covered by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September 2003 will be entitled to a sum representing the immediate increase received by the employee in terms of sub clause (i) above multiplied by five (5) by way of notional wage arrears in respect of the period 1st October 2003 to 29th February 2004. Contributions to the EPF and ETF and to the medical fund in respect of each employee shall however, be made in respect of this notional payment. This payment shall not be taken into account for any other consequential benefits.
- (vi) In the case of Field Officer/Storekeeper who is presently entitled to an allowance on account of work as a storekeeper, such employee shall continue to received his/her allowance at the rate of 10% of the salary drawn by him/her. The allowance 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.
- (vii) (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. Field Officer	–	Rs. 850/-
Assistant Field Officer	–	Rs. 900/-
Field Officer	–	Rs. 1,050/-
Field Officer – Special Grade	–	Rs. 1,150/-

- (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 authorised by the employer. Each hour of overtime work shall be calculated by deviding the monthly rate by two hundred and forty (240) multiplied by one and a half (1-1/2).

13. **Leave.**—(i) 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 over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.

(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 hospitalisation 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.**—Employees 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 retiral 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 of 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 been 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.