

(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 case 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.

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

(2) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is 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) 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.

20. **Duty Leave.**— (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as 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 employer undertakes to discuss with unions to resolve any issues relevant to employees in a situation of amalgamation of estates or divisions.

2. **ELECTRICITY.**— Free electricity would be granted to members of staff 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 provide 15 litres 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 whichever is lower with effect from 1st June 2003.

4. DEATH GRANT.–

1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 10,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
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.

21. *Interpretation*

<i>Word</i>	<i>Meaning</i>
Union	means one of the Unions 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 HANDS AT COLOMBO ON THIS ELEVENTH DAY OF MARCH TWO THOUSAND AND FOUR.

.....  
LALITH OBEYSEKERE,  
Chairman,  
Plantation Services Employers' Group.

.....  
K. A. P. DHARMARATNE,  
President,  
Ceylon Estate Staffs' Union.

.....  
G. K. B. DASANAYAKA,  
Director General,  
The Employers' Federation of Ceylon.

.....  
GAMINI SARANANDA DE SILVA,  
President,  
National Estates Services Union.

WITNESSES

- |  |   |
|--|---|
| <p>1. V. CONAHSAMY</p><br><br><br><br><p>2. M. ALUWIHARA</p> | <p>1. Mr. NATH AMARASINGHE,<br/>General Secretary,<br/>Ceylon Estates Staffs' Union.</p><br><br><br><br><p>2. Mr. M. S. A. H. MOHIDEEN,<br/>General Secretary,<br/>National Estates Services Union.</p> |
|--|---|

SCHEDULE I

Agalawatte Plantations Limited  
 Agrapatana Plantations Limited  
 Balangoda Plantations Limited  
 Bogawantalawa Plantations Limited  
 Elpitiya Plantations Limited  
 Hapugastenna Plantations Limited  
 Horana Plantations Limited  
 Kahawatte Plantations Limited  
 Kegalle Plantations Limited  
 Kelani Valley Plantations Limited  
 Kotagala Plantations Limited  
 Madulsima Plantations Limited  
 Malwatte Valley Plantations Limited  
 Maskeliya Plantations Limited  
 Maturata Plantations Limited  
 Namunukula Plantations Limited  
 Pussellawa Plantations Limited  
 Talawakelle Plantations Limited  
 Udapussellawa Plantations Limited  
 Watawala Plantations Limited

SCHEDULE II

MAINTENANCE AND SUPPORT STAFF - SALARY SCALES

Stage	New Scale			Stage	New Scale		
		Rs.	Cts.			Rs.	Cts.
			1				
			Blacksmith / Carpenter	1	3,770 00	1	Lorry Driver
1	3,660 00	2	Driver / Mechanic	2	3,830 00	2	Tractor Driver
2	3,705 00	3	Workshop Mechanic	3	3,890 00	3	Electrician / Mechanic
3	3,750 00	4	Assistant Mechanic	4	3,950 00	4	Motor / Mechanic
4	3,795 00	5	Engine Driver	5	4,010 00	25 × 60	
5	3,840 00	6	Greaser	6	4,070 00		
6	3,885 00	7	Car Driver	7	4,130 00		
7	3,930 00	8	Watcher	8	4,190 00		
8	3,975 00	9	Power House Operators /	9	4,250 00		
9	4,020 00		Attendants	10	4,310 00		

22 A I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2004.06.30

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 30.06.2004

Stage	New Scale		Stage	New Scale
(Contd.	Rs. Cts.		Rs. Cts.	
10	4,065 00	10	Boiler Operators	11 4,370 00
11	4,110 00	11	Lathe Operators	12 4,430 00
12	4,155 00			13 4,490 00
13	4,200 00		Persons as may be employee	14 4,550 00
14	4,245 00	50 × 45	on Plantations	15 4,610 00
15	4,290 00			16 4,670 00
16	4,335 00			17 4,730 00
17	4,380 00			18 4,790 00
18	4,425 00			19 4,850 00
19	4,470 00			20 4,910 00
20	4,515 00			21 4,970 00
21	4,560 00			22 5,030 00
22	4,605 00			23 5,090 00
23	4,650 00			24 5,150 00
24	4,695 00			25 5,210 00
25	4,740 00			26 5,270 00
26	4,785 00			27 5,345 00
27	4,830 00			28 5,420 00
28	4,875 00			29 5,495 00
29	4,920 00			30 5,570 00
30	4,965 00			31 5,645 00
31	5,010 00			32 5,720 00
32	5,055 00			33 5,795 00
33	5,100 00			34 5,870 00
34	5,145 00			35 5,945 00
35	5,190 00			36 6,020 00
36	5,235 00			37 6,095 00
37	5,280 00			38 6,170 00
38	5,325 00			39 6,245 00
39	5,370 00			40 6,320 00
40	5,415 00			41 6,395 00
41	5,460 00			42 6,470 00
42	5,505 00			43 6,545 00
43	5,550 00			44 6,620 00
44	5,595 00			45 6,695 00
45	5,640 00			46 6,770 00
46	5,685 00			47 6,845 00
47	5,730 00			48 6,920 00
48	5,775 00			49 6,995 00
49	5,820 00			50 7,070 00
50	5,865 00			51 7,145 00
51	5,910 00			

SCHEDULE III

SCALE PRIOR TO 01.10.2003

PLACEMENT ON NEW SCALE

Stage	12.5%	After Addition of	Stage	New Scale
	Rs. Cts.	Rs. Cts.		Rs. Cts.
1	3,350 00	418 75	1	3,770 00
2	3,410 00	426 25	3	3,890 00
3	3,470 00	433 75	4	3,950 00
4	3,530 00	441 25	5	4,010 00
5	3,590 00	448 75	6	4,070 00

1 Lorry Driver  
2 Tractor Driver  
3 Electrician / Mechanic  
4 Motor / Mechanic

SCALE PRIOR TO 01/10/2003				PLACEMENT ON NEW SCALE	
Stage		12.5%	After Addition of 12.5% increase	Stage	New Scale
(Contd.	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.
6	3,650 00	456 25	4,106 25	7	4,130 00
7	3,710 00	463 75	4,173 75	8	4,190 00
8	3,770 00	471 25	4,241 25	9	4,250 00
9	3,830 00	478 75	4,308 75	10	4,310 00
10	3,890 00	486 25	4,376 25	12	4,430 00
11	3,950 00	493 75	4,443 75	13	4,490 00
12	4,010 00	501 25	4,511 25	14	4,550 00
13	4,070 00	508 75	4,578 75	15	4,610 00
14	4,130 00	516 25	4,646 25	16	4,670 00
15	4,190 00	523 75	4,713 75	17	4,730 00
16	4,250 00	531 25	4,781 25	18	4,790 00
17	4,310 00	538 75	4,848 75	19	4,850 00
18	4,370 00	546 25	4,916 25	21	4,970 00
19	4,430 00	553 75	4,983 75	22	5,030 00
20	4,490 00	561 25	5,051 25	23	5,090 00
21	4,550 00	568 75	5,118 75	24	5,150 00
22	4,610 00	576 25	5,186 25	25	5,210 00
23	4,670 00	583 75	5,253 75	26	5,270 00
24	4,730 00	591 25	5,321 25	27	5,345 00
25	4,790 00	598 75	5,388 75	28	5,420 00
26	4,850 00	606 25	5,456 25	29	5,495 00
27	4,925 00	615 63	5,540 63	30	5,570 00
28	5,000 00	625 00	5,625 00	31	5,645 00
29	5,075 00	634 38	5,709 38	32	5,720 00
30	5,150 00	643 75	5,793 75	33	5,795 00
31	5,225 00	653 13	5,878 13	35	5,945 00
32	5,300 00	662 50	5,962 50	36	6,020 00
33	5,375 00	671 88	6,046 88	37	6,095 00
34	5,450 00	681 25	6,131 25	38	6,170 00
35	5,525 00	690 63	6,215 63	39	6,245 00
36	5,600 00	700 00	6,300 00	40	6,320 00
37	5,675 00	709 38	6,384 38	41	6,395 00
38	5,750 00	718 75	6,468 75	42	6,470 00
39	5,825 00	728 13	6,553 13	44	6,620 00
40	5,900 00	737 50	6,637 50	45	6,695 00
41	5,975 00	746 88	6,721 88	46	6,770 00
42	6,050 00	756 25	6,806 25	47	6,845 00
43	6,125 00	765 63	6,890 63	48	6,920 00
44	6,200 00	775 00	6,975 00	49	6,995 00
45	6,275 00	784 38	7,059 38	50	7,070 00
46	6,350 00	793 75	7,143 75	51	7,145 00
47	6,425 00	803 13	7,228 13		
48	6,500 00	812 50	7,312 50		
49	6,575 00	821 88	7,396 88		
50	6,650 00	831 25	7,481 25		
51	6,725 00	840 63	7,565 63		

## SCHEDULE III

## MAINTENANCE &amp; SUPPORT STAFF - SALARY SCALES

SCALE PRIOR TO 01.10.2003				PLACEMENT ON NEW SCALE			
Stage		12.5%	After addition of 12.5% increase	Stage	New Scale		
	Rs. Cts.	Rs. Cts.	Rs. Cts.		Rs. Cts.		
1	3,250 00	406 25	3,656 25	1	3,660 00	1 Blacksmith / Carpenter	
2	3,295 00	411 88	3,706 88	3	3,750 00	2 Driver / Mechanic	
3	3,340 00	417 50	3,757 50	4	3,795 00	3 Workshop Mechanic	
4	3,385 00	423 13	3,808 13	5	3,840 00	4 Assistant Mechanic	
5	3,430 00	428 75	3,858 75	6	3,885 00	5 Engine Driver	
6	3,475 00	434 38	3,909 38	7	3,930 00	6 Greaser	
7	3,520 00	440 00	3,960 00	8	3,975 00	7 Car Driver	
8	3,565 00	445 63	4,010 63	9	4,020 00	8 Watcher	
9	3,610 00	451 25	4,061 25	10	4,065 00	9 Power House Operators /	
10	3,655 00	456 88	4,111 88	12	4,155 00	Attendants	
11	3,700 00	462 50	4,162 50	13	4,200 00	10 Boiler Operators	
12	3,745 00	468 13	4,213 13	14	4,245 00	11 Lathe Operators	
13	3,790 00	473 75	4,263 75	15	4,290 00		
14	3,835 00	479 38	4,314 38	16	4,335 00	Persons as may be employes on plantation	
15	3,880 00	485 00	4,365 00	17	4,380 00		
16	3,925 00	490 63	4,415 63	18	4,425 00		
17	3,970 00	496 25	4,466 25	19	4,470 00		
18	4,015 00	501 88	4,516 88	21	4,560 00		
19	4,060 00	507 50	4,567 50	22	4,605 00	50 × 45	
20	4,105 00	513 13	4,618 13	23	4,650 00		
21	4,150 00	518 75	4,668 75	24	4,695 00		
22	4,195 00	524 38	4,719 38	25	4,740 00		
23	4,240 00	530 00	4,770 00	26	4,785 00		
24	4,285 00	535 63	4,820 63	27	4,830 00		
25	4,330 00	541 25	4,871 25	28	4,875 00		
26	4,375 00	546 88	4,921 88	30	4,965 00		
27	4,420 00	552 50	4,972 50	31	5,010 00		
28	4,465 00	558 13	5,023 13	32	5,055 00		
29	4,510 00	563 75	5,073 75	33	5,100 00		
30	4,555 00	569 38	5,124 38	34	5,145 00		
31	4,600 00	575 00	5,175 00	35	5,190 00		
32	4,645 00	580 63	5,225 63	36	5,235 00		
33	4,690 00	586 25	5,276 25	37	5,280 00		
34	4,735 00	591 88	5,326 88	38	5,325 00		
35	4,780 00	597 50	5,377 50	40	5,415 00		
36	4,825 00	603 13	5,428 13	41	5,460 00		
37	4,870 00	608 75	5,478 75	42	5,505 00		
38	4,915 00	614 38	5,529 38	43	5,550 00		
39	4,960 00	620 00	5,580 00	44	5,595 00		
40	5,005 00	625 63	5,630 63	45	5,640 00		
41	5,050 00	631 25	5,681 25	46	5,685 00		
42	5,095 00	636 88	5,731 88	48	5,775 00		
43	5,140 00	642 50	5,782 50	49	5,820 00		
44	5,185 00	648 13	5,833 13	50	5,865 00		
45	5,230 00	653 75	5,883 75	51	5,910 00		
46	5,275 00	659 38	5,934 38				
47	5,320 00	665 00	5,985 00				
48	5,365 00	670 63	6,035 63				
49	5,410 00	676 25	6,086 25				
50	5,455 00	681 88	6,136 88				
51	5,500 00	687 50	6,187 50				