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අති විශේෂ EXTRAORDINARY

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No. 1519/33 – FRIDAY, OCTOBER 19, 2007

( Published by Authority )

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No.: IR/11/06/2007.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON  
(1956 REVISED EDITION)**

**Order under Section 4(1)**

WHEREAS AN industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this order exists between –

Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 3  
of the one part

AND

(1) South Asia Gateway Terminals (Private) Ltd., P. O. Box 141, Colombo

AND

(2) Inter Orient Logistics (Private) Limited, 2nd Floor, Setmil Maritime Centre, No. 256, Sir Ramanadan Mawatha, Colombo 15

of the other part

NOW THEREFORE I, Athauda Seneviratne, Minister of Labour Relations and Manpower do by virtue of the powers vested in me 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) hereby appoint Mr. T. Piyasoma, No. 77, Pannipitiya Road, Battaramulla to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

ATHAUDA SENEVIRATNE,  
Minister of Labour Relations and Manpower.

17 th October 2007,  
Colombo.

My No.: IR/11/06/2007.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON  
( 1956 REVISED EDITION )**

Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 03, Colombo 03

of the one part and

(1) South Asia Gateway Terminals (Private Ltd., P. O. Box 141, Colombo

AND

- (2) Inter Orient Logistics (Private ) Limited, 2nd, Floor, Setmil Maritime Centre, No. 256, Sir Ramanadan Mawatha, Colombo 15.

of the Other Part.

# STATEMENT OF MATTER IN DISPUTE

## The matter in dispute between the aforesaid parties is–

Whether the non offer of work by South Asia Gateway Terminals (private) Ltd from 03/05/2006 to fifty five (55) Prime Mover Drivers whose names are referred to in the attached schedule and who had been employed in the said Company through its contractor Inter Orient Logistics (Private) Ltd is Justified and if not justified, to what relief each of them is entitled.

D. S. EDIRISINGHE,  
Commissioner of Labour.

Dated at the office of the Commissioner of Labour, Colombo, this day of 18th September 2007.

My No.: IR/11/06/2007.

## SCHEDULE

### Name

- |                                |                               |
|--------------------------------|-------------------------------|
| 01. W. S. Prasanna             | 29. V. Chandrasena            |
| 02. A. D. U. P. Dasanayaka     | 30. A. L. Udayakumara         |
| 03. B. K. Jayaweera            | 31. S. A. J. A. Priyantha     |
| 04. W. E. M. J. Ekanayaka      | 32. N. M. M. Najeem           |
| 05. D. A. N. T. Kumara         | 33. L. K. Weerasinghe         |
| 06. W. M. Chandrasiri Bandara  | 34. K. W. J. R. Samaraweera   |
| 07. W. A. S. Vithanaarachchi   | 35. P. Nandana                |
| 08. W. S. A. Rathnayake        | 36. D. M. E. Dissanayaka      |
| 09. H. N. R. K. S. Gunawardena | 37. A. V. N. Gunaratne        |
| 10. T. M. Sarath               | 38. R. P. Wijesuriya          |
| 11. H. G. Rajaratne            | 39. L. G. C. Lakminige        |
| 12. R. A. E. U. Herath         | 40. M. D. P. M. Perera        |
| 13. K. V. S. Karunaratne       | 41. W. L. K. K. Wijesundara   |
| 14. K. K. N. Dayananda         | 42. H. S. M. K. Hungampola    |
| 15. L. G. Ranasinghe           | 43. W. M. P. Wijewickrama     |
| 16. R. B. Wasantha             | 44. M. A. Y. Chaminda         |
| 17. M. J. Weerasuriya          | 45. B. S. Subasinghe          |
| 18. D. S. Sirikumara           | 46. G. K. M. D. Kumara        |
| 19. P. R. S. N. Ranasinghe     | 47. H. K. R. M. Hettiarachchi |
| 20. W. A. A. Siriwardena       | 48. H. A. R. Perera           |
| 21. E. G. P. J. Bandara        | 49. D. Wijeratne              |
| 22. B. Seneviratne             | 50. H. C. H. K. Perera        |
| 23. K. Muruganandan            | 51. H. P. R. Harischandra     |
| 24. B. A. N. Perera            | 52. W. A. H. Wickramasinghe   |
| 25. W. A. T. Lakshan           | 53. J. P. Wickramasinghe      |
| 26. R. D. L. Ranaweera         | 54. P. L. Thilakaratne        |
| 27. W. A. J. L. Wijendra       | 55. R. P. R. N. Randeniya     |
| 28. C. Premaratne              |                               |

My No.: CI/650.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Asbestos Cement Industries Limited, No. 175, Sri Sumanatissa Mawatha, Colombo 12 of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 24th January, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE.  
Commissioner-General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
29th August, 2007.

### Collective Agreement No. 29 of 2007

AGREEMENT BETWEEN  
ASBESTOS CEMENT INDUSTRIES LIMITED  
AND  
INTER COMPANY EMPLOYEES UNION

This Agreement entered into at Colombo on this 24th day of January Two Thousand and Seven, pursuant to the Industrial Disputes Act between The Asbestos Cement Industries Limited (hereinafter referred to as “The Employer”) having its registered Office at No. 175, Sri Sumanatissa Mawatha, Colombo 12 and its factory at Katukurunduwatta Road, Off Templers Road, Ratmalana and Inter Company Employees Union having its registered office at 158/18, E. D. Dabare Mawatha, Colombo 05, (hereinafter referred to as “The Union”) is as follows:

1. **Employer Covered and Bound.**— This Agreement shall bind Messrs. Asbestos Cement Industries Limited, Limited Liability Company incorporated in Sri Lanka and having its registered Office at 175, Sri Sumanatissa Mawatha, Colombo 12 as Employer.

2. **Employees Covered and Bound.**— This Agreement shall cover and bind Members of the Union who are employed as permanent employees in a manual or labouring capacity by the Company but will not be applicable to employees employed in such capacities as who are on probation or are employed by the day or by the job.

3. **Earlier Agreements.**— (a) Whereas the Employer and Commercial and Industrial Workers’ Union have entered into an Agreement on 27th August 1993 in the presence of the Commissioner of Labour.

(b) And whereas the employer and Sri Lanka Nidahas Sevaka Sangamaya have entered into an Agreement on 9th January 1998 and published in the *Extra Ordinary Gazette* of the Democratic Socialist Republic of Sri Lanka No. 1032/7 of 16.06.1998.

2. The provisions of this Agreement shall supersede and replace the provisions of earlier Agreements referred to in Para 3 (1) above except the Agreement referred to in Para 3 (1) (a).

4. **Date of Operation and Duration of Agreement.**— This Agreement shall be effective as from the First day of December Two Thousand and Six and shall thereafter continue in force unless it is determined by either party giving six month’s notice in writing to the other, provided expressly that one party hereto shall not give such notice to the other party before the First day of June, Two Thousand and Nine and such notice shall not expire before the 30th day of November, Two Thousand and Nine.

(a) That in the event of a reduction in the par value of the Sri Lanka Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month’s notice in writing to the other after having discussion with the party concerned in terms of the Industrial Disputes Act.

5. **General Terms and Conditions of Employment.**— During the continuance in force of this agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this agreement and an Employee covered and bound by this agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof or during the continuance in force of this Agreement.

(a) **STANDING ORDERS**

On any matter not expressly provided for in this Agreement, the Worker shall be bound by the Standing orders and rules of the Company in force from time to time and such standing orders and rules shall be deemed to form part and parcel of the Contracts of employment of each worker.

6. **Probation.** - Every employee recruited by the employer shall serve a period of probation of not more than six (6) months. Provided however, that if during the six (6) months probationary period the employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (3) months and in that event the employer shall indicate to the employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the employer shall have the right to terminate the services of the employee without notice.

If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the employer, the employee shall be deemed to be confirmed in his employer's service with effect from the day on which the period of probation or extended probation as the case may be ended.

7. **Attendance.** - (1) Unless otherwise specifically instructed by the Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.

- (2) If at the store, factory, mill or job work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.
- (4) The Employer shall be entitled to take disciplinary action including termination of employment in respect of habitual absenteeism of an Employee.

8. **Hours of Work.** - There shall be four shifts of work in the factory and the hours of work of such shifts shall be those hours presently worked on each of these four shifts :

The first three shall be on a rotation basis effected weekly and the Employees of these shifts shall be required to work on any of these shifts according to the exigencies of the Employer's requirements. The Employer may change the hours of work at its discretion, by prior notice.

9. **Forfeiture of Wages.** - Unless for good cause shown to the satisfaction of the Employer an employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he/she is again available for work.

10. **Overtime.** - (1) If required by the Employer, an employee shall work reasonable overtime which has been authorized by the employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.

- (2) Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of 18 (a) hereof.

The Union proposed that the rate of overtime payment to be arrived at by dividing the wages by 200 and at the request of the Union this matter has been referred to the Commissioner of Labour for a ruling.

11. **Weekly Holidays.** - (1) In respect of each week, every employee shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however, that if any employee has not worked for a period of at least twenty eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 18 (b) hereof.

- (2) The Employer may employ any employee on a weekly holiday subject to the following conditions :
  - (i) A day within the six (6) days next succeeding such weekly holidays shall be allowed to that employee, as a holiday with remuneration. Provided however, that if any employee who is employed on his weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in Sub - clause (1), then and in such event, that employee shall forfeit and the employer shall be entitled to deduct one day's wage computed in accordance with the provisions of Clause 18 (b) hereof in respect of the holiday which shall be allowed to that employee within six (6) days of that weekly holiday. Provided further that in respect of not more than two (2) such weekly holidays in any one calendar month, the Employer may with the consent of the Employee -
    - (a) instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid pay him one day's wage computed in accordance with the provisions of clause 18 (b) hereof in lieu of such alternate holiday, or

- (b) in case that an employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday, he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid employ that employee on the alternate holiday.

(ii) That in respect of work done on such weekly holidays, the employee shall be paid as remuneration –

- (a) One and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 18(a) hereof for the number of hours worked during the first eight (8) hours ; and

- (b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 18 (a) hereof for each subsequent hour of work.

(3) The provisions of this sub - clause shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.

(4) Saturday shall be a Half working day (working time - 5 hours) each week.

(5) In computing the period of twenty eight (28) hours, every day on which an employee is on no pay shall not be reckoned for the purpose of computing the said 28 hours.

(6) An employee must work for 28 hours in a week to be entitled for the weekly holiday and in computing the period of 28 hours the Employer shall include :

- (a) every holiday allowed and approved by the Employer to the Employee as annual holiday, casual leave and sick leave and ;

- (b) every public holiday granted by the Employer in terms of Clause 13 of the Collective Agreement.

12. **Annual Holidays.**– Annual Holidays shall be allowed to an Employee in accordance with the decisions of the Wages Board for the Engineering Trade.

13. **Public Holidays.**– 1. Public holidays shall be allowed to an Employee in accordance with the decisions of the wages Board for the Engineering Trade. Provided however that an Employee may be employed on Public holiday in accordance with the decisions of the Wages Board for the Engineering Trade.

2. If any Public Holiday to which an Employee is eligible under the provisions of sub-clause (1) falls on Sunday, a day either in the six (6) days immediately preceding or in the six(6) days immediately succeeding such Public Holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of clause 11 hereof.

3. If any Public Holiday to which an Employee is eligible under the provisions of subclause (1) falls on Saturday, the number of hours constituting the normal working day on the day immediately preceding such Public Holiday shall be five (5) hours.

14. **Casual Leave.**– 1. In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health of that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration. Provided however, that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further, that any worker shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employees first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two months service.

2. Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where the Employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the employee as soon as possible after the application is made and in such case, the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him casual leave.

15. **Sick Leave.**– In any year, an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that –

- (a) His illness is supported by a certificate from a registered medical practitioner (unless waived by the employer) and
- (b) The Employee shall not be on probation within the meaning of Clause (6) hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

16. **Monthly Consolidated Wages.** - 1. Subject to the provision of Clause 17 hereof, as from the First Day of December Two thousand six each Employee shall be paid upon and subject to the other terms and conditions herein contained a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Second Schedule hereto.

- 2. The scales of consolidated wages set out in the Second Schedule hereto include :
  - a. The Allowance of Twenty Five (25) per cent cent upto a maximum of Fifty Rupees (Rs. 50/=) per month payable in terms of the Budgetary Relief Allowance of Workes' Law (No. 1) of 1978 and the Allowance of Fifty Five Rupees (Rs.55/=) per month payable in terms of the Supplementary Allowance of Workers' Act No. 65 of 1979.
  - b. A sum of Rupees One Hundred and Fifty (Rs. 150/=)
  - c. A sum of Rupees Four Hundred (Rs. 400/=) in terms of the Extra Ordinary Gazette No. 1143/ 9 of 31-07-2000.
- 3. This Agreement shall not have the effect of changing the incremental date of an Employee.
- 4. (a) At the expiry of the twelve month period commencing from the First day of November Two Thousand Six the scales of consolidated wages set out in the Second Schedule hereto shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by two (2), and the salary payable to each Employee under this Agreement shall accordingly be increased by a like amount as from the first day of November Two thousand Seven.

At the expiry of each twelve month period commencing from the First day of November Two Thousand and Seven the scales of consolidated wages revised in the manner prescribed above shall be revised in like manner as from the First day of November for the succeeding year by addition to and consolidation with the wage at each stage of each grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding month period, multiplied by two (2), and the salary of each Employee as from the first day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

- 5. If during the continuance in force of this Agreement the Government of Sri Lanka —
  - (a) prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the Employer shall pay such increases in wages prescribed by such written law and in terms of such written law;
  - (b) recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

17. **Conversion to Scales of Monthly Consolidated Wages.** - (1) For the purpose of ascertaining the wages which an Employee shall receive with effect from 1 st December 2006 on the basis of the scales of consolidated wages set out in the Second Schedule hereto the following provisions subject to the provisions of clause (16) hereof, shall apply :

- (2) The wages for the month of November 2006 have been consolidated at 3833 points of the Colombo Consumer Price Index. An employee who is covered and bound by this agreement and has also in employment as at the effective date of Agreement will receive an immediate increase of 19 % of the wages for the month of November 2006, from the effective date.

The employee will receive an additional wage increase of Rs. 725/- for the Financial Year 2007/2008 and another Rs.725/- for the Financial Year 2008/2009, effective from 1st April each year.

- (3) Each Employee will then be placed on the exact point of the wage scale applicable to him in the Second Schedule hereto or on the next higher stage if there is no corresponding wage point on the wage scale in the Second Schedule hereto.



- (4) When an employee reaches the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increase, such employee will be placed on the appropriate step beyond the maximum scale.
- (5) The consolidated wages set out in the second schedule hereto will not be applicable to the permanent employee who will be employed after this date of agreement and such employee will be paid a monthly wage as follows :

	<i>Monthly Wage</i>	<i>Annual Increment</i>
Skilled	Rs. 7,945	175.00
Semi Skilled	Rs. 7,880	125.00
Unskilled	Rs. 7,873	100.00

18. **Wages for Periods less than One Month .-** For the purpose of this Agreement the wages of any employee for periods less than one month shall be computed in the manner following :

- (a) for one hour - the monthly wage divided by two hundred and forty (240);
- (b) for one day - the monthly wage divided by thirty (30);
- (c) for one - half day  
(either morning or afternoon) - a day's wage ascertained as above, divided by two (02);
- (d) for one week - a day's wage ascertained as above multiplied by seven (07);

19. **Non- recurring cost of living gratuity.-** (1) As the scales of consolidated wages set out in the Second Schedule hereto have been fixed on the basis of the Colombo Consumers' Price Index being 3833 an Employee shall, subject to the provisions of the succeeding sub-clause be entitled to receive and the Employer shall be liable to pay a Non- recurring Cost of Living Gratuity to the Employee in each year in respect of the preceding twelve (12) months (01 November to 31 October hereinafter referred to as "the qualifying period") commencing from the First day of November Two Thousand Six ascertained in accordance with the undernoted formula.

THE FORMULA :-

- (1) If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 3833 a sum computed at Rupees two (2/-) for each complete point (i.e. 1.0) by which such average exceeds 3833 respect of each month of service during the qualifying period.
- (2) When at the expiry of each twelve month period commencing on the First day of November Two Thousand and Six the scales of consolidated wages will be revised in manner set out in clause 16(4) hereof, the base index figure in the formula for the purpose of calculating the Non-recurring Cost of Living Gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve month period as specified in clause 16(4) hereof.
- (3) The Non-recurring Cost of Living Gratuity shall be payable by the Employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the Non-recurring Cost of Living Gratuity becomes due in November of any year or he joined that Employer's service during the course of the qualifying year.
- (4) The Non-recurring Cost of Living Gratuity shall not be payable to an Employee in respect of any period for which he received no wages for whatever reason.
- (5) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the Non-Recurring Cost of Living Gratuity.

20. **Provident Fund.-** (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act No. 15 of 1958.

- (2) Subject to the provisions of the Employees' Trust Fund Act No. 46 of 1980, Where the Employer and Employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employees' Provident Fund Act, the more favourable rates of contribution will continue.

21. **Terminal Benefits.-** (1) The Employer will subject as hereinafter provided pay terminal benefits to Employees in accordance with the Scheme of terminal benefits as set out in this Clause.

- (2) The scheme shall apply to every Employee in the service of the Employer on the First day of December Two Thousand and Six so long as this Agreement continues in force.
- (3) The basis of the payment of Terminal Benefits shall be as follows :
- |                                                                                        |                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) Employees with service not exceeding five years.                                   | Nil                                                                                                                                                                                                                                                                                                                                                        |
| (b) Employees with service exceeding five years but not exceeding twenty years         | Half month's Terminal Wages for each completed year of service                                                                                                                                                                                                                                                                                             |
| (c) Employees with service exceeding twenty years but not exceeding twenty five years. | For the 1st 20 years service 1/2 month's Terminal Wages for each completed year of service and 3/4 th month's wages for each completed year of service for the period exceeding 20 years.                                                                                                                                                                  |
| (d) Employees with service exceeding Twenty five years.                                | <p>(i) 1/2 month's Terminal Wages for each completed year of service for the 1 st 20 year service.</p> <p>(ii) 3/4 month's Terminal wages for each completed year of service for the period exceeding 20 years but not exceeding 25 years.</p> <p>(iii) 1 month's Terminal wages for each completed year of service for the period exceeding 25 years.</p> |
- (4) If an employee dies due to natural or accidental death whilst in service, the Terminal Benefits payable to him will be increased by 25%.
- (5) The wage on which the said Terminal Benefits shall be payable will be the last consolidated monthly wage receivable by an Employee.
- (6) Part of the period of Half year shall be reckoned as half year in computing the service of an Employee.
- (7) For the purpose of calculating terminal benefits under this clause a year of service shall be a period of not less than six months.
- (8) The Terminal Benefits provided for in this clause shall be payable to an employee on the cessation of his services arising from death or any other cause whatsoever. Provided however, that if at the date of cessation of an Employee's service there is due to the Employer from the Employee any sum on account of fraud, misappropriation, any outstanding loan or liability or any other account and the same cannot be recovered from the amount in the Employee's credit in the Provident Fund. The same shall be recovered from the terminal benefits provided for herein.
- (9) On the death of an Employee whilst in service who is eligible to receive Terminal Benefits under this clause, the Employer shall pay such Terminal Benefits in the manner and to the persons hereinafter set forth.
- |     |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | if there is a valid nomination in force for the purpose of the deceased Employee's Provident fund at the date of his death to the nominee/nominees of such Employee in conformity with the form of nomination where such nominee is surviving and of full age.                                                                                                                                                 |
| (b) | Where there is no valid nomination or in the event of the nominee or anyone or more of the nominees having pre-deceased the Employee, or in the event of the nominee being a minor at the time that the payment of the Terminal Benefits become due, the Employer shall make payment only after the person or persons entitled to the payment have established their claim in law and furnished proof thereof. |
- (10) In the event of any written law providing for the payment of Gratuity or Terminal Benefits the more favourable scheme shall apply but not both.
- (11) No employee shall be entitled to any Gratuity or Terminal Benefits in addition to the Terminal Benefits provided for in this Clause or by any written law as the case may be.



22. **Bonus.**– The present scheme of the Payment of Annual Bonus to Employees which is an ex - gratia payment shall continue to be in force as enumerated below.

- (a) A SERVICE BONUS in a sum equivalent to 1 1/2 month's wage will be payable to each employee eligible for such payment according to the present scheme and practice relating to such payment which shall be in two instalments payable in April and December and the amount would be equivalent to 1/2 months wages of April and 01 month wages of December respectively.
- (b) A PROFIT AND ATTENDANCE BONUS in a sum equivalent to 20% of the consolidated wages earned by such employee during the Financial Year shall be payable in respect of each Financial Year.
  - (1) The payment of the said quantum of 1 1/2 months SERVICE BONUS and the payment of the said quantum of PROFIT AND ATTENDANCE BONUS shall be conditional on the Employer Company declaring a dividend of 12% or more for the Financial Year in respect of which the said Bonuses are payable.
  - (2) In the event of the dividend declared being less than 12% then the said Bonuses shall be paid on a pro - rata basis.
- (c) A SPECIAL BONUS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceeding 12 months ie. August to July provided that the dividend declared to the Shareholders in respect of such Financial Year is between 25% and 35%.
- (d) A SPECIAL BONUS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceeding 12 months ie. August to July provided that the Shareholders of the Company are issued any Bonus shares in respect of that Financial Year.
- (e) In the event of one of the SPECIAL BONUSSES set out in sub clauses (C) or (D) above is not payable, then the other of the SPECIAL BONUS shall be increased from 8% to 14% of the total consolidated wages earned by an employee during the relevant Financial Year.
- (f) If the dividend declared under Clause (C) exceeds 35% then the 8% SPECIAL BONUS shall be increased to 16% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July. However, the SPECIAL BONUS shall be a maximum of 16%.
- (g) An Attendance Incentive Bonus in a sum equivalent to 1/2 months wages of December will be payable in January to an employee who did not exceed his leave entitlement in the preceding year (January to December).
- (h) An Attendance Incentive Bonus in a sum equivalent to 1/2 months wages of December will be payable in January to an employee who did not utilize his Casual and Sick leave in the preceding year (January to December) in addition to the encashment of such leave.
- (i) Consolidated wages for purposes of Bonus payment shall mean the consolidated wages as set out in the second Schedule of the Collective Agreement. An employee who is in the employment of the Company atleast one month before the dates of Bonus and ex - gratia payments is entitled to receive such payments.

23. **Annual Increments.**– 1. The Employer shall be entitled to defer, stop or suspend the Annual Increment which is granted in April of an employee for irregular attendance or unpunctuality without the necessity of an inquiry in the following instances :

- (a) An employee with over 5 years of service exceeding his leave entitlement by 15 days during the previous Calendar Year.
- (b) An employee with over 3 years of service but less than 5 years service exceeding his normal leave entitlement by 10 days during the previous Calendar Year.
- (c) An employee with over 1 year of service but less than 3 years of service exceeding his normal leave entitlement by 5 days during the previous Calendar Year.
- (d) An employee with over 6 months of service after confirmation not less than 1 year service exceeding his normal leave entitlement by 3 days during the previous Calendar Year.

2. The Employer shall be entitled to defer, stop or suspend the Annual Increment of an employee as a matter of punishment for general inefficiency or for any act of misconduct, after the employee concerned has been served with a show cause letter and has been found guilty after due inquiry.
3. The Employer may grant increments to those employees who have reached the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increases given in time to time notwithstanding the fact that he has already, reached the maximum scale.
4. The Employer may at its sole discretion grant increments to those employees who have reached the maximum subject to para (3) above.

24. **Warnings.**— If in the opinion of the Employer, an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the employer in the presence of two witnesses. In the alternative, the Employer may send the letter of warning to the employee concerned by Registered Post.

25. **Suspension.**— (1) An employee may be suspended without pay by the Employer –

- (a) pending an inquiry to be held such Employer on a charge of misconduct which warrants dismissal;
  - (b) in order to avoid a breach the peace or damage to the property or disturbance of the business of the Employer ;
  - (c) as a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (2) At the time of suspension under Sub-clause (1) (a) or within twenty four (24) hours hereof the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 26 hereof.

26. **Disciplinary Action.**— Where the Employer proposes to proceed against an employee then:

- (1) Irrespective of whether an employee has been suspended under Clause 25 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (2) Within three (3) clear working days after the date of the show cause notice, the employee shall furnish in writing to the employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to show cause notice and where such request is made by an employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (3) If the Employer is satisfied with the written answer or explanation of the employee, the employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
- (4) If the Employer is not satisfied with the written answer or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) After holding such inquiry the Employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes order that —
  - (a) The employee shall not be dismissed then the employee shall resume employment forthwith and shall subject to the provisions of sub - clause 25(1)(c) hereof be paid all wages and entitlements due for the period of suspension

irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice ;

- (b) The employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension ;
  - (c) In view of the serious or involved nature of the charges in the show cause notice against the employee, the employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the employee may remain suspended without pay.
- (7) If in any case where an employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub - clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the employer makes an order under paragraphs (a) to (c) of the preceding sub - clause, irrespective of the outcome of the inquiry.
- (8) In any case where the employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further times as may be agreed.
- (9) The Employer shall not be required to hold an inquiry as referred to in sub-clause 4 and 5 hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.

**27. Retirement.**– On reaching the age of fifty five (55) years an Employee shall *ipso facto* retire and cease to be employed by the employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement. Provided however, that an employee who has retired may, at the discretion of the Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

**28. Termination of Service .**– (1) Every contract whether oral or written, for the hire of any employee by the Employer except for work usually performed by the day, or by the job, or by the journey, shall subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's previous notice be given by either party to the other of his intention to determine the same and such month has expired.

- (2) Where an employee is engaged for a particular job or period such as casual or temporary work, he shall be informed thereof at the commencement of his employment an his contract of service will terminate on the completion of the job or period or on the failure of the employee to complete the job within reasonable time.

**29. Union Recognition.**– The Union shall be competent to make representations on behalf of its members who are employed in any workplace of the Employer. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the workplace or the trade as a whole, the following provisions shall apply.

- (1) When the Union is representative of not less than forty percentum (40%) of the employees whose membership subscription is not in arrears, the Employer will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percentum(40%) of such employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions competent to make general demands by virtue of the requisite membership and not seperately with each such Union.

- (2) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other employees in the service of the Employer, the competence of the Union to make such claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of employees in the service of the Employer in Sri Lanka.
- (3) If it becomes necessary to decide the question whether at the establishment of the Employer the Union is, competent to make general claims or raise general matters, the same shall be determined by a referendum which shall be held by Department of Labour and the result of such referendum shall be binding on the Employer and the Union and the parties hereto.

### 30. *Variation of Terms and Conditions of Employment, Benefits.-*

- (1) The Union and its 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 alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement or all or any of the benefit presently enjoyed by any of the employees covered and bound by this Agreement, other than by mutual agreement.
- (2) The Employer agrees with the Union and its members and the Employees covered and bound by this Agreement that shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees covered and bound by this Agreement other than by mutual agreement.
- (3) Any dispute or difference arising from negotiations under the provision of sub-clauses (1) or (2) may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

## PART II

### CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Breaches of Collective Agreement.-** If in the opinion of the Employer the Union commits a breach of any of the terms of this Collective Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this Part and the same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.

2. **Domestic Inquiries.-** If an employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- a. The Employer will, subject as hereinafter provided, allow a member of such Union (hereinafter referred to as "observer") to be present as an Observer without loss of wages for absence from work.
- b. If the employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall at least forty eight (48) hours before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- c. An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the employee who is served with a show cause notice or otherwise partake in the inquiry.
- d. The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- e. The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings three at, nor the findings pursuant thereto.
- f. The word Observer in this Clause shall mean an Employee of the Employer who is a member of the Branch Union.

3. **Union Meetings.** – The following provisions shall apply to meetings of the Union –

- a. In respect of each meeting which the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- b. If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions -
  - i. That no person other than an employee in the service of the Employer shall be present at meeting of the Union;
  - ii. On occasions such as the Annual General Meeting of the Union, the office Bearers of the parent Union may, with the previous approval of the Employer, attend;
  - iii. Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- c. It shall be the duty of the Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of such Union is granted are duly complied with.
- d. It shall be the duty of the Union and its office Bearers to ensure that no damage is caused in the course of, or in connection with, a meeting of the Union to the Employer's property or any other persons at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.** –

1. The following provisions shall apply to duty leave - Without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Union -
  - (a) to be present at conferences held under the aegis of the Employer or the Department of Labour in connection with a dispute between the Union and the Employer,
  - or
  - (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals. Without loss of wages for such absence.
2. The Employer will, in his discretion, grant leave without remuneration to an employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

5. **Check off.** –

1. In this clause "Employer" shall mean the Employer bound by this Collective Agreement in whose establishment the membership of the Union is not less than forty percent (40%) of the Employees covered and bound by this Collective Agreement.
2. The Employer shall, on the Written request of an Employee, deduct from the wages due to such employee the current monthly Union dues as are specified by the employee to be payable monthly by the employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
3. Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization" as set out in the Second Schedule hereto.
4. Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Second Schedule hereto.
5. As far as practicable, deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by revocation.

6. As far as practicable, deduction under an authorization shall cease from the date of receipt of a revocation cancelling such authorization. Provided however -
  - (a) That the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with Sub - clause (5) or (6) ;
  - (b) that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.
7. The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".
8. The cheque shall be sent at the risk of the Union and the Employees concerned by post in a pre-paid envelope addressed to the Treasurer of the Union as its address for the time being.
- (9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (10) Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

6. **Trade Union Action.**— The Union shall undertake to respect the terms of the Agreement and not to seek to alter such terms other than by negotiation. No strike or other form of Trade Union action could be undertaken.

If the executive committee of the Union is of opinion that certain actions of the Employer are vindictive or detrimental to the interests of the Union, it reserves the right to engage in strike or other form of Trade Union action. In such an event seven days notice of intended action be given in writing to the Employer and the commissioner of Labour.

7. **Recoveries Due on the cessation of Employment.**— The Employer shall be entitled to recover any outstanding loan or liability from the employee or the outstanding amount guaranteed by him at the time of another employee taking loan by a set off against any payment such as terminal wages, terminal benefits, other than the amount payable in terms of the payment of Gratuity Act, refund of Thrift fund, encashment of unutilized leave etc., due to such Employee at the time of cessation of employment.

#### 8. **Grievance Procedure.**—

- (a) Any Worker is free to make representations to the Management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows :
  - (1) In the first instance, the matter shall be discussed with the Plant Assistant or Sectional Head as the case may be.
  - (2) If the matter is not settled by the Plant Assistant or Sectional Head, the Worker may then together with a Branch Union Committee Member discuss the matter with the Personnel Superintendent.
  - (3) In the event of the matter not being satisfactorily settled at Stage (ii) the employee may together with a Branch Union representative discuss the matter with the Personnel Manager.
- (b) The Branch Union is free to make representations to the Employer in respect of any grievance or other matter affecting the Workers concerned and bound by this agreement generally and the procedure for settling the same shall be as follows :
  - (i) The Branch Union shall submit the matter in writing to the Personnel Manager for settlement.
  - (ii) In the event of the matter not being satisfactorily settled at Stage (i) above, the Branch Union may make an appeal to the Director or Managing Director.
- (c) In the event of the matter not being satisfactorily settled at Stage (b) above the Branch Union may take up the matter with the Parent Union and it will be settled at the Management and Parent Union Meeting.



(d) In event the matter has not been satisfactorily settled at Stage (c) the Branch Union may with the Parent Union make an appeal to the Board of Directors of the Company.

(e) In the event of the matter has not been satisfactorily settled at Stage (d) the Parent Union may on behalf of the Branch Union make an appeal to the Commissioner of Labour.

**FORM No. 1**

NAME OF EMPLOYER :

**AUTHORISATION**

As I am an Employee covered and bound by the Collective Agreement effecting Employees employed in a manual or labouring capacity in the Trade and bearing No. of 199 and I desire to avail myself of the facility for check off contained in the Collective Agreement to which I am eligible as a member of the Union, Please deduct from my wages each month a sum of Rupees (Rs. ) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

.....  
(Full Name of Employee)

RECEIVED ON .....  
(To be filled by Employer)

**FORM No. 2**

Name of Employer :

**REVOCATION**

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of Union with effect from the wages next due to me immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

.....  
(Full Name of Employee)

RECEIVED ON .....  
(To be filled by Employer)

SCALES OF MONTHLY WAGES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURES AT 3833  
PAYABLE TO PERMANENT WORKERS WHO ARE IN  
EMPLOYMENT AS AT 1 ST DECEMBER 2006

Stage	UNSKILLED		SEMI SKILLED		SKILLED	
1.	9373		9380		9520	
2.	9473		9505		9695	
3.	9573		9630		9870	
4.	9673		9755		10045	
5.	9773		9880		10220	
6.	9873		10005		10395	
7.	9973	34	10130	34	10570	34
8.	10073	X	10255	X	10745	X
9.	10173	Rs 100/ =	10380	Rs 125/ =	10920	Rs 175/ =
10.	10273		10505		11095	
11.	10373		10630		11270	
12.	10473		10755		11445	
13.	10573		10880		11620	
14.	10673		11005		11795	
15.	10773		11130		11970	
16.	10873		11255		12145	
17.	10973		11380		12320	
18.	11073		11505		12495	
19.	11173		11630		12670	
20.	11273		11755		12845	
21.	11373		11880		13020	
22.	11473		12005		13195	
23.	11573		12130		13370	
24.	11673		12255		13545	
25.	11773		12380		13720	
26.	11873		12505		13895	
27.	11973		12630		14070	
28.	12073		12755		14245	
29.	12173		12880		14420	
30.	12273		13005		14595	
31.	12373		13130		14770	
32.	12473		13255		14945	
33.	12573		13380		15120	
34.	12673		13505		15295	
35.	12773		13630		15470	
Starting Salary	7873		7880		7945	
Minimum increase	1500		1500		1575	
	9373		9380		9520	

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

In Parts I and II of this Agreement unless excluded by the Subject or context, the following words shall have the meaning set opposite to them.

Words	Meaning
Branch Union	The Branch Union of a Union or Unions covered and bound by this Collective Agreement.
Check-off	The act of the Employer deducting, at the request of the Union subscription payable to the Union by an Employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.

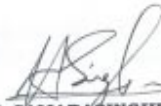
<b>Words</b>	<b>Meaning</b>
Employee (for convenience sometimes referred to as “he” or its grammatical variations)	An Employee covered and bound by this Agreement
Employer (for convenience sometimes referred to as referred to as “he” or its grammatical variations)	Subject to the Provisions of Clause 5 of Part II hereof the Employer bound by this Agreement
Industrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950.
Normal Incremental Date	The date on which an Employee would normally receive an increment.
Union or Unions	A Union or the Unions covered and bound by this Collective Agreement.
Wage	The monthly wage according to the scales of consolidated wages in the Second Schedule hereto.
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Year	A continuous period of twelve (12) months.
Words importing the masculine gender shall include the feminine .	
Words importing the singular number shall include the plural and vice versa.	

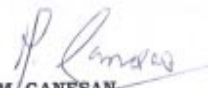
**Date of Operation and Duration of Agreement.**– This Agreement shall be effective as from the 1st of December, Two Thousand Six and shall thereafter continue in force unless it is determined by either party giving six month’s notice in writing to the other, provided expressly that one party hereto shall not give such notice to the other party before the 30 th of June, Two Thousand Nine and such notice shall not expire before the 30th day of November Two Thousand Nine.

IN WITNESS OF THE ABOVE AGREEMENT the following persons have signed this AGREEMENT on behalf of the parties hereto at Colombo on this 24th day of January 2007.

For and on Behalf of  
INTER COMPANY EMPLOYEES UNION


For and on Behalf of  
THE ASBESTORS CEMENT INDUSTRIES LIMITED

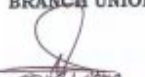
  
W. SAMARASINGHE  
PRESIDENT.


  
M. GANESAN  
MANAGING DIRECTOR.

  
H.K. SAMSON  
PRESIDENT  
BRANCH UNION.

  
A. DNYANARAJAN  
PERSONNEL MANAGER

  
N.L. WIJERATHNE  
SECRETARY  
BRANCH UNION

  
D.M.L. RENUKA  
ORGANIZER  
BRANCH UNION

  
M.C.P. SILVA 2007/01/24  
TREASURER  
BRANCH UNION

**Memorandum of settlement between the Asbestos Cement Industries Limited and Inter Company Employees Union.**

**1. Wage Increase.-**

- (i) The monthly wages will be consolidated at 3833 points of the Colombo Consumer Price Index.
- (ii) The employees will be granted as wage increase with effect from 1st December 2006 as follows :

19 % of the wages for the month of November 2006.

This quantum is increased in view of company celebrating 50 years in business.

In addition to this, a wage increase of Rs. 725 will be granted in April 2007 and Rs. 725 in April 2008.

**2. Increments.-**

The new rates of increments would be Rs. 175, 125, and Rs. 100 to Skilled, Semi skilled and Un skilled respectively.

**3. Allowances.-**

- (a) Travelling allowance is increased from Rs. 42 to Rs. 65 per day.
- (b) Laundry allowance is increased from Rs. 160 to Rs. 200 per month. In addition a toothbrush will be provided once in 3 months.
- (c) Attendance Incentive Allowance :
  - (1) Weekly allowance is increased Rs. 200 to Rs. 220. This allowance is payable provided there are at least 4 production days in the week and a reduction of Rs. 110 will be made in respect of a half day or one day leave. Rs. 6 and Rs. 12 will be deducted for 1 day and 2 days lieu leave respectively.
  - (2) Monthly allowance is increased to Rs. 1,150. The amount payable for 5 weeks month is Rs. 1250. An employee is entitled to a payment of monthly incentive allowance instead of weekly incentive allowance if he does not take leave other than lieu leave in a month.
- (d) Night Shift Allowance is increased from Rs. 65 to Rs. 95 per day.
- (e) Meal Allowance is increased from Rs. 39 to Rs. 50 per day.

4. An umbrella or a raincoat will be given at the time of signing the Collective Agreement.

5. **Death Donation.-** The Death Donation payable on the death of an employee is increased from Rs. 7,500 to Rs. 10,000.

6. **Marriage Donation.-** A Marriage Donation will be paid to the employees as follows :

Rs. 3,000 if after confirmation  
 Rs. 3,250 on completion of 2nd Year  
 Rs. 3,750 on completion of 3rd Year  
 Rs. 4,250 on completion of 4th Year  
 Rs. 5,000 on completion of 5th Year or thereafter

7. A 17.5% discount will be given on the ex-factory price sale of sheets to an employee's first house.

8. **Housing Loan.-** In view of the loop holes in the statutes of the country it was agreed that if proper documentation like approved plan and deeds are not available in the name of the applicant subject to certification by the Grama Sevaka of the area and counter certification by the secretary of the Provincial Council the total amount of the loan will be given. The loans will be provided once in 4 years and the next loan could be applied only after completion of repayment of the existing loan.

The loan was increased from Rs. 40,000 to Rs. 50,000 with 3 guarantors provided a motor cycle loan has been not taken subject to availability of gratuity if a motor cycle loan taken is the amount receivable will be only Rs. 40,000. The 2nd loan amount is increased from Rs. 25,000 to Rs. 50,000 depending on the requirement. This is also subject to the provision of a motor cycle loan not being taken and service gratuity being available.

9. **Motor Cycle Loan.**– The quantum of Motor Cycle Loan provided is increased from Rs. 30,000 to Rs. 40,000 subject to availability of gratuity. The period of recovery will be between 2 year and 4 year which will be at the discretion of the applicant. Irrespective of whatever the period of resettlement is to be the next loan could be obtained only after 1 year of resettlement.
10. **Special Attendance Incentive.**– Special Attendance incentive of Rs. 600 per night shift week which is presently Rs. 500 subject to a deduction of Rs. 140 and Rs. 300 for other weeks which is presently Rs. 250 subject to a deduction of Rs. 70 provided there are at least 4 production days in the week.
11. **Night shift Incentive.**– Night shift Incentive is increased from Rs. 150 to Rs. 175 and if due to absence of one day only Rs. 80 will be paid.
12. **Distress Loan.**– All distress loans will be of the same quantum as at now subject to availability of gratuity. However a 2nd distress loan could be applied 6 months after settlement of the existing loan.
13. Medical check ups for all employees will be arranged by the Company once in 2 years.
14. 1 Cap for each employee will be provided once in 3 years with the Company Logo.
15. Shift changes increased to 3 per year with the 3rd shift change given subject to consent of the PA after 6 months time. General shift employees permitted to work only in the 6.00 a.m. to 2.00 p.m. shift in production.
16. 5 minutes grace period for late coming on Saturdays permitted and if more than 5 minutes maximum 1/2 an hour permitted and deducted from O/T subject to O/ T being available on that day.
17. L/L to be carried forward ahead for further 15 days.

  
**President**  
**Inter Company Employees Union.**

  
**Personnel Manager.**  
**Asbestos Cement Industries Ltd**

24 th January, 2007.

11 – 245

My No.: CA/Plantation 01 (B) 2007.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chilaw Plantations Limited, No. 165, Puttalam Road, Chilaw of the one part and Ceylon Estate's Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 15th May, 2007 is hereby published in terms of section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner-General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
30 th August, 2007.

## Collective Agreement No. 30 of 2007

### COLLECTIVE AGREEMENT OFFICERS IN CHARGE (OICs)

THIS Collective Agreement entered into between Chilaw Plantations Limited of No. 165, Puttalam Road, Chilaw of the First Part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3 of the Second Part made and entered into on this 15th day of May 2007.

WITNESSETH as follows:

1. **Title.** - This Agreement shall be known as the Plantations Management Companies Collective Agreement for Officers in Charge (OICs) of Coconut Estates.

2. **Employers Covered and Bound.** - This Agreement shall bind Chilaw Plantations Limited for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. **Employees Covered and Bound.** - This Agreement shall cover and bind the the members of the aforesaid Union who are employed by Chilaw Plantations Limited on monthly contracts of employment and in respect of whom salary scales are prescribed in the First Schedule hereto.

4. **Earlier Agreement.** - 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.** - This Agreement shall be effective from the First day of August 2004, and shall thereafter continue in force, unless by either party giving notice in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other until after 31st July, 2009.

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 Employer.

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. Confirmation shall be by letter. However, in the event of 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 or such other place nominated by the employer which should be an appropriate place within the estate and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.** - (i) Wherever vacancies exist, all other factors being comparable, performance to be assessed by a competency test or efficiency bar. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible in the first instance and thereafter advertise nationally if suitable candidates are not available.

(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 st August 2004 shall be in accordance with the salary scales set out in Schedule I thereof.

- (i) With effect from 01st August 2004, the salaries of all employees in employment at the date hereof shall be increased by a sum equal to 15% of the monthly salary payable to such employee as at July 2004 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 I hereof. In the event of there being no such corresponding point, the employee shall be placed on 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 II hereof.

- (ii) With effect from 01st August 2006, 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 7.5% of the monthly salary payable to each such employee as at July 2006 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 A hereof in the same manner as provided at sub clause (i) above.
- (iii) With effect from 01st August 2008, 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 July 2008 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 B hereof in the same manner as provided at sub clause (i) above.
- (iv) The Cost of Living Allowance will continue to be paid from September 1998 at Rs. 1/ 64 per point where the Colombo Consumers' Price Index exceeds the figure for the month of July 1998, i.e. 2323.8.
- (v) In the case of Storekeeper/ Junior Officer in Charge/ Senior Officer in Charge who are presently entitled to an allowance on account of work as a Storekeeper, such employees shall continue to receive their allowances at the rate of 10% of the salary drawn by them. 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.
- (vi) 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 31 st July 2004 will be entitled to a sum representing the immediate increase received by the employee in terms of sub clauses (i) and (ii) above multiplied by thirty four (34) by way of national wage arrears in respect of the period 01 st August 2004 to May 2007. Contributions to the EPF and ETF and to the Medical Fund in respect of each employee shall however, be made in respect of this national payment. This payment shall not be taken into account for any other consequential benefits.
- (a) 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 Officer in Charge - Rs. 1,120/-  
Senior Officer in Charge - Rs. 1.200/-

- (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. However, he/she shall not leave the estate without written permission from the employer. 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 half (1 1/2)

13. **Leave.**– (i) Employees shall be entitled to a maximum of 14 days Annual Leave. In first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 year 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 19 th January 1995.

- (ii) (a) 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 more than 2 days, 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.
- (b) 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.
- (c) In the case of an employee whose terms presently permit him to a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.
- (iii) 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.
- (iv) Five days leave on full pay shall be allowed each year to such employee on account of religious festivals in accordance with the religious persuasion of such employees. Such leave may not however be taken in continuation with casual leave.

14. **Holidays.**– Employees will be entitled to paid holidays on

February 4 th	-	Independence Day
April 13 th or 14 th	-	Sinhala / Tamil New Year Day
May 1 st	-	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) The age of retirement is 55 years in respect of all those persons who have reached the said age of 55 years on or before the 15 th May 2007, except in the case of staff whose letters of appointment specify a higher retirement age, in which event the terms of his letter of appointment shall prevail. The age of retirement shall be 58 years thereafter. However, the management in special cases will consider granting two annual extensions thereafter of one year at time at its sole discretion until age of 60 year.

- (ii) If the employer decides to retire an employee at the age of 58 years shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice.
- (iii) 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.

17. **Suspension as a Measure of Punishment.**– (i) 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.

- (ii) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

18. **Suspension Pending Disciplinary Inquiries.**– (i) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.

- (ii) 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.
- (iii) 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.**– (i) Transfers not involving hardship in relating 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.

- (ii) Transfers 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 end of the year with three month's notice in writing.
- (iii) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the year prior to his retirement.
- (iv) 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.**– (i) 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.

- (ii) 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.**– (i) 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 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.

- (ii) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (iii) 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.
- (iv) 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 circumstances prevent the employer from doing so.
- (v) 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.
- (vi) 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. 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.
- (vii) 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 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 Dispute Act.

(4) If no settlement could be reached in terms of Sub - Clause (III) above the dispute may be referred to voluntary arbitration thereafter.

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 requested by the Union in writing.

(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 (I) 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 where provided on the following basis, irrespective of what they had been enjoying in the past.

Senior Staff	-	140 Units
Junior Staff	-	100 Units

**Kerosene.** - Employer shall provide 15 litres kerosene per month to those employees resident on estate/ divisions without electricity being provided.

3. **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 within three (03) months of death.

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.

4. **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

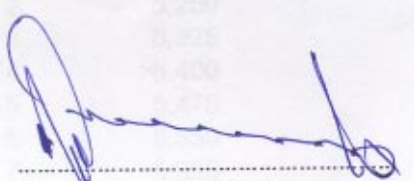
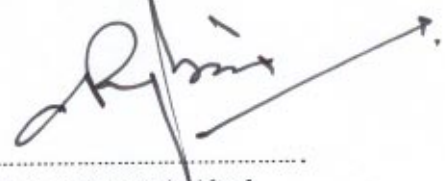
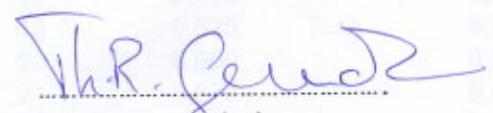


5. **Coconut Allowance.** - The employer shall provide 40 coconuts per month at Rs. 1/- to members of estate staff (including future recruits) irrespective of what they had been enjoying in the past.

6. **Administrative Transfers.** - If a child of an employee, resident on estate, is sitting GCE (O/Level) or (A/Level) for the first time in any year, such employee will not be transferred for administrative reasons during such year.

24. *Interpretation.*-

<i>Word</i>	<i>Meaning</i>
Dispute	Shall have the same meaning as in the Industrial Disputes act.
Employer	means the company referred to in as the party of the First Part in this Agreement.
Gender	Any reference to the masculine gender shall include the feminine as well.
Union	means either the Union referred to as the party of the Second Part in this Agreement.
Week	a period between midnight on Saturday and midnight on the succeeding Sunday.
Year	continuous period of 12 months.

IN WITNESS hereof have set their hands on this Fifteenth day of May 2007.

 For and on behalf of <b>Chilaw Plantations Limited</b> W. L. Bogtstra Managing Director/CEO Wayamba Plantations (Pvt) Ltd.	 For and on behalf of <b>Ceylon Estates Staffs' Union</b> P. Ramasivam President
<p>Witnesses:</p>  Thomas R. Gerlach Director Wayamba Plantations (Pvt) Ltd.	 Nath Amarasinghe General Secretary Ceylon Estates Staffs' Union
	 M. K. Somarathne Deputy President Ceylon Estates Staffs' Union

**SCHEDULE I**  
**Salary Scales for OIC's**

Stage	Junior OIC	Senior OIC	
1	5,175	5,695	
2	5,250	5,835	
3	5,325	5,975	
4	5,400	6,115	
5	5,475	6,255	
6	5,550	6,395	
7	5,625	6,535	
8	5,700	6,675	
9	5,775	6,815	
10	5,850	6,955	25
11	5,925	7,095	X
12	6,000	7,235	140/=
13	6,075	7,375	
14	6,150	7,515	
15	6,225	7,655	
16	6,300	7,795	
17	6,375	7,935	
18	6,450	8,075	
19	6,525	8,215	
20	6,600	8,355	
21	6,675	8,495	
22	6,750	8,635	
23	6,825	8,775	
24	6,900	8,915	
25	6,975	9,055	
26	7,050	9,195	
27	7,125	9,375	
28	7,200	9,555	
29	7,275	9,735	
30	7,350	9,915	
31	7,425	10,095	
32	7,500	10,275	
33	7,575	10,455	25
34	7,650	10,635	X
35	7,725	10,815	180/=
36	7,800	10,995	
37	7,875	11,175	
38	7,950	11,355	
39	8,025	11,535	
40	8,100	11,715	
41	8,175	11,895	
42	8,250	12,075	
43	8,325	12,255	
44	8,400	12,435	
45	8,475	12,615	
46	8,550	12,795	
47	8,625	12,975	
48	8,700	13,155	
49	8,775	13,335	
50	8,850	13,515	
51	8,925	13,695	



**SCHEDULE II**

**Conversion of Salary Scale for Senior Officer In Charge with effect from 01.08.2004**

Stage	Existing Scale	Annual Increment	15% Increase	After Increase	Stage	New Scale	Stage of Placement	Placement in the New Scale
1	4,950.00	Rs. 140/=	742.50	5,692.50	1	5,695.00	1	5,695.00
2	5,090.00		763.50	5,853.50	2	5,835.00	3	5,975.00
3	5,230.00		784.50	6,014.50	3	5,975.00	4	6,115.00
4	5,370.00		805.50	6,175.50	4	6,115.00	5	6,255.00
5	5,510.00		826.50	6,336.50	5	6,255.00	6	6,395.00
6	5,650.00		847.50	6,497.50	6	6,395.00	7	6,535.00
7	5,790.00		868.50	6,658.50	7	6,535.00	8	6,675.00
8	5,930.00		889.50	6,819.50	8	6,675.00	10	6,955.00
9	6,070.00		910.50	6,980.50	9	6,815.00	11	7,095.00
10	6,210.00		931.50	7,141.50	10	6,955.00	12	7,235.00
11	6,350.00		952.50	7,302.50	11	7,095.00	13	7,375.00
12	6,490.00		973.50	7,463.50	12	7,235.00	14	7,515.00
13	6,630.00		994.50	7,624.50	13	7,375.00	15	7,655.00
14	6,770.00		1,015.50	7,785.50	14	7,515.00	16	7,795.00
15	6,910.00		1,036.50	7,946.50	15	7,655.00	18	8,075.00
16	7,050.00		1,057.50	8,107.50	16	7,795.00	19	8,215.00
17	7,190.00		1,078.50	8,268.50	17	7,935.00	20	8,355.00
18	7,330.00		1,099.50	8,429.50	18	8,075.00	21	8,495.00
19	7,470.00		1,120.50	8,590.50	19	8,215.00	22	8,635.00
20	7,610.00		1,141.50	8,751.50	20	8,355.00	23	8,775.00
21	7,750.00		1,162.50	8,912.50	21	8,495.00	24	8,915.00
22	7,890.00		1,183.50	9,073.50	22	8,635.00	26	9,195.00
23	8,030.00		1,204.50	9,234.50	23	8,775.00	27	9,375.00
24	8,170.00		1,225.50	9,395.50	24	8,915.00	28	9,555.00
25	8,310.00		1,246.50	9,556.50	25	9,055.00	29	9,735.00
26	8,450.00		1,267.50	9,717.50	26	9,195.00	29	9,735.00
27	8,630.00	Rs.180/=	1,294.50	9,924.50	27	9,375.00	31	10,095.00
28	8,810.00		1,321.50	10,131.50	28	9,555.00	32	10,275.00
29	8,990.00		1,348.50	10,338.50	29	9,735.00	33	10,455.00
30	9,170.00		1,375.50	10,545.50	30	9,915.00	34	10,635.00
31	9,350.00		1,402.50	10,752.50	31	10,095.00	35	10,815.00
32	9,530.00		1,429.50	10,959.50	32	10,275.00	36	10,995.00
33	9,710.00		1,456.50	11,166.50	33	10,455.00	37	11,175.00
34	9,890.00		1,483.50	11,373.50	34	10,635.00	39	11,535.00
35	10,070.00		1,510.50	11,580.50	35	10,815.00	40	11,715.00
36	10,250.00		1,537.50	11,787.50	36	10,995.00	41	11,895.00
37	10,430.00		1,564.50	11,994.50	37	11,175.00	42	12,075.00
38	10,610.00		1,591.50	12,201.50	38	11,355.00	43	12,255.00
39	10,790.00		1,618.50	12,408.50	39	11,535.00	44	12,435.00
40	10,970.00		1,645.50	12,615.50	40	11,715.00	45	12,615.00
41	11,150.00		1,672.50	12,822.50	41	11,895.00	47	12,975.00
42	11,330.00		1,699.50	13,029.50	42	12,075.00	48	13,155.00
43	11,510.00		1,726.50	13,236.50	43	12,255.00	49	13,335.00
44	11,690.00		1,753.50	13,443.50	44	12,435.00	50	13,515.00
45	11,870.00		1,780.50	13,650.50	45	12,615.00	51	13,695.00
46	12,050.00		1,807.50	13,857.50	46	12,795.00	52	13,875.00
47	12,230.00		1,834.50	14,064.50	47	12,975.00	54	14,235.00
48	12,410.00		1,861.50	14,271.50	48	13,155.00	55	14,415.00
49	12,590.00		1,888.50	14,478.50	49	13,335.00	56	14,595.00
50	12,770.00		1,915.50	14,685.50	50	13,515.00	57	14,775.00
					51	13,695.00		
					52	13,875.00		
					53	14,055.00		
					54	14,235.00		
					55	14,415.00		
					56	14,595.00		
					57	14,775.00		

## SCHEDULE II B

Conversion of Salary Scale for Senior Officer In Charge with effect from 01.08.2008

Stage	Existing Scale	Annual Increment	5% Increase	After Increase	Stage	New Scale	Stage of Placement	Placement in the New Scale
1	5,695.00	Rs. 140/=	284.75	5,979.75	1	5,695.00	4	6,115.00
2	5,835.00		291.75	6,126.75	2	5,835.00	5	6,255.00
3	5,975.00		298.75	6,273.75	3	5,975.00	6	6,395.00
4	6,115.00		305.75	6,420.75	4	6,115.00	7	6,535.00
5	6,255.00		312.75	6,567.75	5	6,255.00	8	6,675.00
6	6,395.00		319.75	6,714.75	6	6,395.00	9	6,815.00
7	6,535.00		326.75	6,861.75	7	6,535.00	10	6,955.00
8	6,675.00		333.75	7,008.75	8	6,675.00	11	7,095.00
9	6,815.00		340.75	7,155.75	9	6,815.00	12	7,235.00
10	6,955.00		347.75	7,302.75	10	6,955.00	13	7,375.00
11	7,095.00		354.75	7,449.75	11	7,095.00	14	7,515.00
12	7,235.00		361.75	7,596.75	12	7,235.00	15	7,655.00
13	7,375.00		368.75	7,743.75	13	7,375.00	16	7,795.00
14	7,515.00		375.75	7,890.75	14	7,515.00	17	7,935.00
15	7,655.00		382.75	8,037.75	15	7,655.00	18	8,075.00
16	7,795.00		389.75	8,184.75	16	7,795.00	19	8,215.00
17	7,935.00		396.75	8,331.75	17	7,935.00	20	8,355.00
18	8,075.00		403.75	8,478.75	18	8,075.00	21	8,495.00
19	8,215.00		410.75	8,625.75	19	8,215.00	22	8,635.00
20	8,355.00		417.75	8,772.75	20	8,355.00	23	8,775.00
21	8,495.00		424.75	8,919.75	21	8,495.00	25	9,055.00
22	8,635.00		431.75	9,066.75	22	8,635.00	26	9,195.00
23	8,775.00		438.75	9,213.75	23	8,775.00	27	9,375.00
24	8,915.00		445.75	9,360.75	24	8,915.00	27	9,375.00
25	9,055.00		452.75	9,507.75	25	9,055.00	28	9,555.00
26	9,195.00		459.75	9,654.75	26	9,195.00	29	9,735.00
27	9,375.00	Rs. 180/=	468.75	9,843.75	27	9,375.00	30	9,915.00
28	9,555.00		477.75	10,032.75	28	9,555.00	31	10,095.00
29	9,735.00		486.75	10,221.75	29	9,735.00	32	10,275.00
30	9,915.00		495.75	10,410.75	30	9,915.00	33	10,455.00
31	10,095.00		504.75	10,599.75	31	10,095.00	34	10,635.00
32	10,275.00		513.75	10,788.75	32	10,275.00	35	10,815.00
33	10,455.00		522.75	10,977.75	33	10,455.00	36	10,995.00
34	10,635.00		531.75	11,166.75	34	10,635.00	37	11,175.00
35	10,815.00		540.75	11,355.75	35	10,815.00	39	11,535.00
36	10,995.00		549.75	11,544.75	36	10,995.00	40	11,715.00
37	11,175.00		558.75	11,733.75	37	11,175.00	41	11,895.00
38	11,355.00		567.75	11,922.75	38	11,355.00	42	12,075.00
39	11,535.00		576.75	12,111.75	39	11,535.00	43	12,255.00
40	11,715.00		585.75	12,300.75	40	11,715.00	44	12,435.00
41	11,895.00		594.75	12,489.75	41	11,895.00	45	12,615.00
42	12,075.00		603.75	12,678.75	42	12,075.00	46	12,795.00
43	12,255.00		612.75	12,867.75	43	12,255.00	47	12,975.00
44	12,435.00		621.75	13,056.75	44	12,435.00	48	13,155.00
45	12,615.00		630.75	13,245.75	45	12,615.00	49	13,335.00
46	12,795.00		639.75	13,434.75	46	12,795.00	50	13,515.00
47	12,975.00		648.75	13,623.75	47	12,975.00	51	13,695.00
48	13,155.00		657.75	13,812.75	48	13,155.00	52	13,875.00
49	13,335.00		666.75	14,001.75	49	13,335.00	53	14,055.00
50	13,515.00		675.75	14,190.75	50	13,515.00	54	14,235.00
51	13,695.00		684.75	14,379.75	51	13,695.00	55	14,415.00
52	13,875.00		693.75	14,568.75	52	13,875.00	56	14,595.00
53	14,055.00		702.75	14,757.75	53	14,055.00	57	14,775.00
54	14,235.00		711.75	14,946.75	54	14,235.00	58	14,955.00
55	14,415.00		720.75	15,135.75	55	14,415.00	60	15,315.00
56	14,595.00		729.75	15,324.75	56	14,595.00	61	15,495.00
57	14,775.00		738.75	15,513.75	57	14,775.00	62	15,675.00
58	14,955.00		747.75	15,702.75	58	14,955.00	63	15,855.00
59	15,135.00		756.75	15,891.75	59	15,135.00	64	16,035.00
60	15,315.00		765.75	16,080.75	60	15,315.00	65	16,215.00
61	15,495.00		774.75	16,269.75	61	15,495.00	66	16,395.00
62	15,675.00		783.75	16,458.75	62	15,675.00	67	16,575.00
63	15,855.00		792.75	16,647.75	63	15,855.00	68	16,755.00
64	16,035.00		801.75	16,836.75	64	16,035.00	69	16,935.00
65	16,215.00		810.75	17,025.75	65	16,215.00	70	17,115.00
					66	16,395.00		
					67	16,575.00		
					68	16,755.00		
					69	16,935.00		
					70	17,115.00		



# SCHEDULE II

Conversion of Salary Scale for Junior Officer In Charge with effect from 01.08.2004

Stage	Existing Scale	Annual Increment	15% Increase	After Increase	Stage	New Scale	Stage of Placement	Placement in the New Scale
1	4,500.00	Rs. 75/=	675.00	5,175.00	1	5,175.00	1	5,175.00
2	4,575.00		686.25	5,261.25	2	5,250.00	3	5,325.00
3	4,650.00		697.50	5,347.50	3	5,325.00	4	5,400.00
4	4,725.00		708.75	5,433.75	4	5,400.00	5	5,475.00
5	4,800.00		720.00	5,520.00	5	5,475.00	6	5,550.00
6	4,875.00		731.25	5,606.25	6	5,550.00	7	5,625.00
7	4,950.00		742.50	5,692.50	7	5,625.00	8	5,700.00
8	5,025.00		753.75	5,778.75	8	5,700.00	10	5,850.00
9	5,100.00		765.00	5,865.00	9	5,775.00	11	5,925.00
10	5,175.00		776.25	5,951.25	10	5,850.00	12	6,000.00
11	5,250.00		787.50	6,037.50	11	5,925.00	13	6,075.00
12	5,325.00		798.75	6,123.75	12	6,000.00	14	6,150.00
13	5,400.00		810.00	6,210.00	13	6,075.00	15	6,225.00
14	5,475.00		821.25	6,296.25	14	6,150.00	16	6,300.00
15	5,550.00		832.50	6,382.50	15	6,225.00	18	6,450.00
16	5,625.00		843.75	6,468.75	16	6,300.00	19	6,525.00
17	5,700.00		855.00	6,555.00	17	6,375.00	20	6,600.00
18	5,775.00		866.25	6,641.25	18	6,450.00	21	6,675.00
19	5,850.00		877.50	6,727.50	19	6,525.00	22	6,750.00
20	5,925.00		888.75	6,813.75	20	6,600.00	23	6,825.00
21	6,000.00		900.00	6,900.00	21	6,675.00	24	6,900.00
22	6,075.00		911.25	6,986.25	22	6,750.00	26	7,050.00
23	6,150.00		922.50	7,072.50	23	6,825.00	27	7,125.00
24	6,225.00		933.75	7,158.75	24	6,900.00	28	7,200.00
25	6,300.00		945.00	7,245.00	25	6,975.00	29	7,275.00
26	6,375.00		956.25	7,331.25	26	7,050.00	30	7,350.00
27	6,450.00		967.50	7,417.50	27	7,125.00	31	7,425.00
28	6,525.00		978.75	7,503.75	28	7,200.00	33	7,575.00
29	6,600.00		990.00	7,590.00	29	7,275.00	34	7,650.00
30	6,675.00		1,001.25	7,676.25	30	7,350.00	35	7,725.00
31	6,750.00		1,012.50	7,762.50	31	7,425.00	36	7,800.00
32	6,825.00		1,023.75	7,848.75	32	7,500.00	37	7,875.00
33	6,900.00		1,035.00	7,935.00	33	7,575.00	38	7,950.00
34	6,975.00		1,046.25	8,021.25	34	7,650.00	39	8,025.00
35	7,050.00		1,057.50	8,107.50	35	7,725.00	41	8,175.00
36	7,125.00		1,068.75	8,193.75	36	7,800.00	42	8,250.00
37	7,200.00		1,080.00	8,280.00	37	7,875.00	43	8,325.00
38	7,275.00		1,091.25	8,366.25	38	7,950.00	44	8,400.00
39	7,350.00		1,102.50	8,452.50	39	8,025.00	45	8,475.00
40	7,425.00		1,113.75	8,538.75	40	8,100.00	46	8,550.00
41	7,500.00		1,125.00	8,625.00	41	8,175.00	47	8,625.00
42	7,575.00		1,136.25	8,711.25	42	8,250.00	49	8,775.00
43	7,650.00		1,147.50	8,797.50	43	8,325.00	50	8,850.00
44	7,725.00		1,158.75	8,883.75	44	8,400.00	51	8,925.00
45	7,800.00		1,170.00	8,970.00	45	8,475.00	52	9,000.00
46	7,875.00		1,181.25	9,056.25	46	8,550.00	53	9,075.00
47	7,950.00		1,192.50	9,142.50	47	8,625.00	54	9,150.00
48	8,025.00		1,203.75	9,228.75	48	8,700.00	56	9,300.00
49	8,100.00		1,215.00	9,315.00	49	8,775.00	57	9,375.00
50	8,175.00		1,226.25	9,401.25	50	8,850.00	58	9,450.00
					51	8,925.00		
					52	9,000.00		
					53	9,075.00		
					54	9,150.00		
					55	9,225.00		
					56	9,300.00		
					57	9,375.00		
					58	9,450.00		

## SCHEDULE II A

Conversion of Salary Scale for Junior Officer In Charge with effect from 01.08.2006

Stage	Existing Scale	Annual Increment	7.5% Increase	After Increase	Stage	New Scale	Stage of Placement	Placement in the New Scale
1	5,175.00	Rs. 75/-	388.13	5,563.13	1	5,175.00	7	5,625.00
2	5,250.00		393.75	5,643.75	2	5,250.00	8	5,700.00
3	5,325.00		399.38	5,724.38	3	5,325.00	9	5,775.00
4	5,400.00		405.00	5,805.00	4	5,400.00	10	5,850.00
5	5,475.00		410.63	5,885.63	5	5,475.00	11	5,925.00
6	5,550.00		416.25	5,966.25	6	5,550.00	12	6,000.00
7	5,625.00		421.88	6,046.88	7	5,625.00	13	6,075.00
8	5,700.00		427.50	6,127.50	8	5,700.00	14	6,150.00
9	5,775.00		433.13	6,208.13	9	5,775.00	15	6,225.00
10	5,850.00		438.75	6,288.75	10	5,850.00	16	6,300.00
11	5,925.00		444.38	6,369.38	11	5,925.00	17	6,375.00
12	6,000.00		450.00	6,450.00	12	6,000.00	18	6,450.00
13	6,075.00		455.63	6,530.63	13	6,075.00	20	6,600.00
14	6,150.00		461.25	6,611.25	14	6,150.00	21	6,675.00
15	6,225.00		466.88	6,691.88	15	6,225.00	22	6,750.00
16	6,300.00		472.50	6,772.50	16	6,300.00	23	6,825.00
17	6,375.00		478.13	6,853.13	17	6,375.00	24	6,900.00
18	6,450.00		483.75	6,933.75	18	6,450.00	25	6,975.00
19	6,525.00		489.38	7,014.38	19	6,525.00	26	7,050.00
20	6,600.00		495.00	7,095.00	20	6,600.00	27	7,125.00
21	6,675.00		500.63	7,175.63	21	6,675.00	28	7,200.00
22	6,750.00		506.25	7,256.25	22	6,750.00	29	7,275.00
23	6,825.00		511.88	7,336.88	23	6,825.00	30	7,350.00
24	6,900.00		517.50	7,417.50	24	6,900.00	31	7,425.00
25	6,975.00		523.13	7,498.13	25	6,975.00	32	7,500.00
26	7,050.00		528.75	7,578.75	26	7,050.00	34	7,650.00
27	7,125.00		534.38	7,659.38	27	7,125.00	35	7,725.00
28	7,200.00		540.00	7,740.00	28	7,200.00	36	7,800.00
29	7,275.00		545.63	7,820.63	29	7,275.00	37	7,875.00
30	7,350.00		551.25	7,901.25	30	7,350.00	38	7,950.00
31	7,425.00		556.88	7,981.88	31	7,425.00	39	8,025.00
32	7,500.00		562.50	8,062.50	32	7,500.00	40	8,100.00
33	7,575.00		568.13	8,143.13	33	7,575.00	41	8,175.00
34	7,650.00		573.75	8,223.75	34	7,650.00	42	8,250.00
35	7,725.00		579.38	8,304.38	35	7,725.00	43	8,325.00
36	7,800.00		585.00	8,385.00	36	7,800.00	44	8,400.00
37	7,875.00		590.63	8,465.63	37	7,875.00	45	8,475.00
38	7,950.00		596.25	8,546.25	38	7,950.00	46	8,550.00
39	8,025.00		601.88	8,626.88	39	8,025.00	48	8,700.00
40	8,100.00		607.50	8,707.50	40	8,100.00	49	8,775.00
41	8,175.00		613.13	8,788.13	41	8,175.00	50	8,850.00
42	8,250.00		618.75	8,868.75	42	8,250.00	51	8,925.00
43	8,325.00		624.38	8,949.38	43	8,325.00	52	9,000.00
44	8,400.00		630.00	9,030.00	44	8,400.00	53	9,075.00
45	8,475.00		635.63	9,110.63	45	8,475.00	54	9,150.00
46	8,550.00		641.25	9,191.25	46	8,550.00	55	9,225.00
47	8,625.00		646.88	9,271.88	47	8,625.00	56	9,300.00
48	8,700.00		652.50	9,352.50	48	8,700.00	57	9,375.00
49	8,775.00		658.13	9,433.13	49	8,775.00	58	9,450.00
50	8,850.00		663.75	9,513.75	50	8,850.00	59	9,525.00
					51	8,925.00		
					52	9,000.00		
					53	9,075.00		
					54	9,150.00		
					55	9,225.00		
					56	9,300.00		
					57	9,375.00		
					58	9,450.00		
					59	9,525.00		



SCHEDULE II B

Conversion of Salary Scale for Junior Officer In Charge with effect from 01.08.2008

Stage	Existing Scale	Annual Increment	5% Increase	After Increase	Stage	New Scale	Stage of Placement	Placement in the New Scale
1	5,175.00	Rs. 75/m	258.75	5,433.75	1	5,175.00	5	5,475.00
2	5,250.00		262.50	5,512.50	2	5,250.00	6	5,550.00
3	5,325.00		266.25	5,591.25	3	5,325.00	7	5,625.00
4	5,400.00		270.00	5,670.00	4	5,400.00	8	5,700.00
5	5,475.00		273.75	5,748.75	5	5,475.00	9	5,775.00
6	5,550.00		277.50	5,827.50	6	5,550.00	10	5,850.00
7	5,625.00		281.25	5,906.25	7	5,625.00	11	5,925.00
8	5,700.00		285.00	5,985.00	8	5,700.00	12	6,000.00
9	5,775.00		288.75	6,063.75	9	5,775.00	13	6,075.00
10	5,850.00		292.50	6,142.50	10	5,850.00	14	6,150.00
11	5,925.00		296.25	6,221.25	11	5,925.00	15	6,225.00
12	6,000.00		300.00	6,300.00	12	6,000.00	16	6,300.00
13	6,075.00		303.75	6,378.75	13	6,075.00	18	6,450.00
14	6,150.00		307.50	6,457.50	14	6,150.00	19	6,525.00
15	6,225.00		311.25	6,536.25	15	6,225.00	20	6,600.00
16	6,300.00		315.00	6,615.00	16	6,300.00	21	6,675.00
17	6,375.00		318.75	6,693.75	17	6,375.00	22	6,750.00
18	6,450.00		322.50	6,772.50	18	6,450.00	23	6,825.00
19	6,525.00		326.25	6,851.25	19	6,525.00	24	6,900.00
20	6,600.00		330.00	6,930.00	20	6,600.00	25	6,975.00
21	6,675.00		333.75	7,008.75	21	6,675.00	26	7,050.00
22	6,750.00		337.50	7,087.50	22	6,750.00	27	7,125.00
23	6,825.00		341.25	7,166.25	23	6,825.00	28	7,200.00
24	6,900.00		345.00	7,245.00	24	6,900.00	29	7,275.00
25	6,975.00		348.75	7,323.75	25	6,975.00	30	7,350.00
26	7,050.00		352.50	7,402.50	26	7,050.00	31	7,425.00
27	7,125.00		356.25	7,481.25	27	7,125.00	32	7,500.00
28	7,200.00		360.00	7,560.00	28	7,200.00	33	7,575.00
29	7,275.00		363.75	7,638.75	29	7,275.00	34	7,650.00
30	7,350.00		367.50	7,717.50	30	7,350.00	35	7,725.00
31	7,425.00		371.25	7,796.25	31	7,425.00	36	7,800.00
32	7,500.00		375.00	7,875.00	32	7,500.00	37	7,875.00
33	7,575.00		378.75	7,953.75	33	7,575.00	39	8,025.00
34	7,650.00		382.50	8,032.50	34	7,650.00	40	8,100.00
35	7,725.00		386.25	8,111.25	35	7,725.00	41	8,175.00
36	7,800.00		390.00	8,190.00	36	7,800.00	42	8,250.00
37	7,875.00		393.75	8,268.75	37	7,875.00	43	8,325.00
38	7,950.00		397.50	8,347.50	38	7,950.00	44	8,400.00
39	8,025.00		401.25	8,426.25	39	8,025.00	45	8,475.00
40	8,100.00		405.00	8,505.00	40	8,100.00	46	8,550.00
41	8,175.00		408.75	8,583.75	41	8,175.00	47	8,625.00
42	8,250.00		412.50	8,662.50	42	8,250.00	48	8,700.00
43	8,325.00		416.25	8,741.25	43	8,325.00	49	8,775.00
44	8,400.00		420.00	8,820.00	44	8,400.00	50	8,850.00
45	8,475.00		423.75	8,898.75	45	8,475.00	51	8,925.00
46	8,550.00		427.50	8,977.50	46	8,550.00	52	9,000.00
47	8,625.00		431.25	9,056.25	47	8,625.00	53	9,075.00
48	8,700.00		435.00	9,135.00	48	8,700.00	54	9,150.00
49	8,775.00		438.75	9,213.75	49	8,775.00	55	9,225.00
50	8,850.00		442.50	9,292.50	50	8,850.00	56	9,300.00
51	8,925.00		446.25	9,371.25	51	8,925.00	57	9,375.00
52	9,000.00		450.00	9,450.00	52	9,000.00	58	9,450.00
53	9,075.00		453.75	9,528.75	53	9,075.00	60	9,600.00
54	9,150.00		457.50	9,607.50	54	9,150.00	61	9,675.00
55	9,225.00		461.25	9,686.25	55	9,225.00	62	9,750.00
56	9,300.00		465.00	9,765.00	56	9,300.00	63	9,825.00
57	9,375.00		468.75	9,843.75	57	9,375.00	64	9,900.00
58	9,450.00		472.50	9,922.50	58	9,450.00	65	9,975.00
59	9,525.00		476.25	10,001.25	59	9,525.00	66	10,050.00
60	9,600.00		480.00	10,080.00	60	9,600.00	67	10,125.00
61	9,675.00		483.75	10,158.75	61	9,675.00	68	10,200.00
62	9,750.00		487.50	10,237.50	62	9,750.00	69	10,275.00
63	9,825.00		491.25	10,316.25	63	9,825.00	70	10,350.00
64	9,900.00		495.00	10,395.00	64	9,900.00	71	10,425.00
65	9,975.00		498.75	10,473.75	65	9,975.00	72	10,500.00
					66	10,050.00		
					67	10,125.00		
					68	10,200.00		
					69	10,275.00		
					70	10,350.00		
					71	10,425.00		
					72	10,500.00		

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE collective Agreement entered into between Food Beverage and Tobacco Industries Employees Union No. 513-1/2, Elvitigala Mawatha, Colombo 5, of the one part and ID Lanka Ltd., Melford Estate, Kotalawala, Kaduwela of the other part on 20 th July 2007 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,  
Commissioner-General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
11th September, 2007.

**Collective Agreement No. 33 of 2007**

COLLECTIVE AGREEMENT  
BETWEEN  
ID LANKA LTD. AND FOOD BEVERAGES  
AND  
TOBACCO INDUSTRIES EMPLOYEES' UNION MANUAL GRADES

This Agreement made and entered into on this 20th day of July 2007 between ID Lanka Ltd., a duly registered company having its factory & office at Melfort Estate, Kotalawala, Kaduwela (hereinafter referred to as "the Company") and the Food, Beverages and Tobacco Industries Employees' Union, a duly registered Trade Union having its registered office at No. 513 1/2, Elvitigala Mawatha, Colombo 5 (hereinafter referred to as "the Union").

1. **Parties Covered and Bound.**- This Agreement shall cover and bind the Company, the Union and all members of the Union employed in the Company on permanent, monthly contracts as at the date of signing this Agreement and for whom salary scales have been provided in Schedule 1 hereof -

- (a) It is also agreed by and between parties that the terms of this Collective Agreement will be extended to those employees in the Company who are not members of the Union but who are employed in the categories specified in Schedule 1 as at the date hereof and to all those who will be recruited by the Company to positions referred to in Schedule 1 hereof during the period of this Agreement.

2. It is hereby agreed that the salaries of employees covered by this Agreement will be revised as follows :

**(I) FIRST YEAR - 2007/2008**

- (a) To ascertain the salary payable to an employee with effect from 1 st July, 2007 the employer shall add to the monthly salary as at 30 th June, 2007, of each employee, a sum of Rs. 800/-
- (b) Furthermore, the employer agrees to consolidate 100 points (Rs. 200/-) from the non recurring cost of living gratuity (NRCLG), and add the said amount to the salaries of employees with effect from 1st July, 2007. The said consolidation, which would be based on the new consolidated base index figure of 2408.0, will be taken into account when computing the NRCLG payable in October, 2007.
- (c) Each employee shall thereafter be placed on the scale set out in Schedule 1 hereof in the grade applicable to such employee.

**(II) SECOND YEAR - 2008/ 2009**

- (a) To ascertain the salary payable to an employee with effect from 1st July, 2008 the employer shall add to the monthly salary as at 30th June, 2008, of each employee, a sum of Rs 650/-
- (b) Furthermore, the employer agrees to consolidate 50 points (Rs 100/-) from the non recurring cost of living gratuity (NRCLG), and add the said amount to the salaries of employees with effect from 1st July, 2008'. The said consolidation, which would be based on the new consolidated base index figure of 2458.00 with effect from July, 2008, will be taken into account when computing the NRCLG payable in October, 2008.
- (c) Each employee shall thereafter be placed on the scale set out in Schedule 2 hereof in the grade applicable to such employee.



(III) THIRD YEAR - 2009/ 2010

- (a) To ascertain the salary payable to an employee with effect from 1st July, 2009 the employer shall add to the salary as at 30th June, 2009, of each employee, a sum of Rs 550/- and to that sum shall be added a sum equal to as follows :
- I Employees with a record of service from 5 - 11 yrs - Rs. 10 per year of service.
  - II Employees with a record of service from 11 - 16 yrs - Rs. 15 per year of service.
  - III Employees with a record of service more than 16 yrs - Rs. 22.50 per year of service.
- (b) Each employee shall thereafter be placed on the scale set out in Schedule 2 thereof in the grade applicable to such employee.

**3. Non-Recurring Cost of Living Gratuity.**— During the continuance in force of this Agreement, Subject to the provisions of Clause 2 (i) (b) and (ii) (b), the employees shall be entitled to receive and the Company shall be liable to pay a Non - Recurring Cost of Living Gratuity (NRCLG) to employees in service in October each year in respect of the preceding 12 months (i.e. 1st October to 30th September, hereinafter referred to as the “**Qualifying period**”) commencing from the first day of October Two Thousand Seven, ascertained in accordance with the under mentioned formula subject to the provisions or sub clause (ii) hereunder.

THE FORMULA :

If the average of the Colombo Consumers’ price index for the qualifying period exceeds the base index, a sum computed at Rupees Two (Rs. 2/-) for each complete point (i.e. 1.0) by which such average exceeds the base index in respect of each month of service during the qualifying period.

- (i) The NRCLG paid in accordance with the formula given above, shall not be regarded as a part of employee wages for purposes such as Provident Fund, Trust Fund, Overtime and Bonus calculations or for any other similar payment.
- (ii) Any absence during the qualifying period which resulted in a salary deduction will also be subject to a proportionate deduction from the NRCLG on the same basis on which the salary deduction was effected.
- (iii) The employer shall grant, a deductible advance of Rs 2000/- per mensem, to each employee, who require such payment and such advances shall thereafter be deducted from the total payable as at the end of the qualifying year.
- (iv) The base indicia for the purpose of calculating NRCLG for the duration of the Collective Agreement will be :
  - (a) 1st July, 2007 up to 30th June, 2008 - 2408.0
  - (b) 1st July, 2008 onwards - 2458.0

**4. Bonus.**— During the pendency of this Agreement the Company will pay in December each year a Bonus to employees calculated on the basis set out hereunder -

- (i) a sum equal to one and a half (1.5) months salary provided the Company has operated at a profit during the financial year immediately preceding the bonus payment. The salary for this purpose shall be the salary paid to employees in the month of September of the year in which the bonus falls due having regard to the position that the financial year of the Company is from 1st October to 30th September.
- (ii) In the event of the Company not having made profits in respect of any financial year, the bonus payable in December shall be restricted to one month’s salary per employee. The Union, however, reserves the right to raise a dispute in relation to such reduction should the controlling body of the Union so decide, and pursue such dispute under the provisions of the Industrial Disputes Act. It is agreed in this regard that the Union and/ or the employee shall not resort to any form of Trade Union action in pursuing such dispute.

**5. Loans.**— (i) **DISTRESS LOAN.**— Subject to clause 5A hereof, the Company will grant distress loans to employees on applications made for such loans on the following basis, provided the applicant has no distress loans outstanding.

- (a) Employees with over 5 years service Rs. 10,000/-  
Loan repayable in 20 monthly installments of Rs. 500/-
  - (b) Employees with over 3-5 years service Rs. 8,500/-  
Loan repayable in 20 monthly installments of Rs. 425/-
  - (c) Employees with over 1-3 years service Rs. 6,000/-  
Loan repayable in 20 monthly installments of Rs. 300/-
- 5A In the case of employees recruited after 23rd December 1998 an interest of 10% per annum will be levied on all distress loans and in the case of employees recruited prior to 23rd December, 1988, only the additional sum granted to category (a) above will attract an interest of 10% per annum. These loans will be subject to a other terms and conditions.

- (ii) **HOUSING LOAN.**— Housing loans shall be granted to employees once during their period of service in the company, in accordance with the conditions presently applicable, in the following manner :
- (a) Employees recruited prior to December 1998 and who have completed 100 months' service will receive housing loans as follows :
- Rs. 20,000/- – No interest  
Rs. 20,000/- – At 10% interest per annum  
Rs. 20,000/- – At 16% interest per annum
- (b) Employees recruited after December 1998 and who have completed 100 months' service will receive housing loans as follows :
- Rs. 40,000/- – 12% interest  
Rs. 20,000/- – At 16% interest per annum
- (c) Employees recruited after December 1998 and who have between 5 and 8 years' service and who are eligible to take housing loans of Rs. 30,000/- at 12% interest will be eligible to draw a further Rs. 20,000/- at 16% interest.

6. **Annual Picnic .**— During the pendency of this Agreement the Company will make a grant of Rs. 1,000/- per employee who participates in the annual picnic organised by employees of the company. Additionally, a sum of Rs. 30,000 will be paid on account of bus hire, irrespective of the number of days of the picnic. In the event of there being no annual picnic in respect of any year no grant will be made on such account and the Company will not be required to carry forward this payment to a subsequent year.

7. **Performance Bonus .**— The Company also agrees to pay an Annual performance bonus of Rs. 1,000/- to each employee covered by this agreement in the month of April each year subject to the sections in which they work and the conditions set out hereunder.

- (a) Production, Stores and Maintenance Sections, subject to achieving the production targets set by the Company for the preceding financial year.
- (b) Distribution Sections subject to achieving the sales targets set by the Company for the preceding financial year.

8. **Monthly Performance Bonus.**— The Company agrees to pay a Monthly Performance Bonus based on local liquor sales of a minimum of 25,000 (9 litre cases) per month. The said Monthly Performance Bonus will be paid on the sales volumes over and above 25,000 (9 litre cases) per month. The payment will be made on the following basis.

In 09 Litre Cases		Rs.
25,000 - less than 30,000	-	500/-
30,000 - less than 35,000	-	750/-
35,000 - less than 40,000	-	1000/-
40,000 - less than 45,000	-	1250/-
45,000 - less than 50,000	-	1750/-
50,000 - less than 55,000	-	2250/-
55,000 - less than 60,000	-	3000/-
60,000 - less than 65,000	-	3750/-
65,000 - less than 70,000	-	4500/-
70,000 - less than 75,000	-	5250/-
75,000 & over	-	6000/-

9. **Production Incentive Scheme.**— The Company will pay a production incentive of Rs. 3/ 90 per 9 litre case produced during the month to each employee (other than those earning a sales commission) on a pro rata basis, on the number of hours actually worked during the entire month. The total production incentive so arrived at will be divided by the total number of hours worked by those who are entitled to the incentive (i. e. to those categorisers who are currently enjoying this payment) multiplied by the number of hours actually worked by each employee who is entitled to same. Any period of prior approved annual leave obtained by an employee will be regarded as hours worked for the purpose of computing this incentive payment.

10. **Variation of Terms and Trade Union Action.**— The Union and the employees covered and bound by this Agreement on their part agree that.-

- (i) During the continuance in force of this Agreement, the union and employees shall not seek to vary or alter any term or condition of this Collective Agreement or make any demands relating to the payment or increase of any monetary benefits to employees whether by way of a salary revision or otherwise.
- (ii) During the pendency of this Agreement the Union and the employees shall not engage in a strike or any other form of trade union action in respect of any dispute that may arise between the Union and the Company and or the employees,

save and except in a situation where in the opinion of the controlling body of the union, the Company acts in a manner calculated to threaten or undermine the existence of or the legitimate activities of the Union in relation to an industrial dispute and the Company is given 14 days written notice of such action.

11. **Mobility of Labour.** - If work is temporarily not available for a general worker in the Department where such employee is normally assigned work at any given time, or in the event the services of a General Worker is urgently required by another Department, he shall be deemed ready and willing to perform work within his capacity and skill in any other Department to which he may be assigned.

12. **Transfers.** - Employees will be transferred from Department to Department at the discretion of the Management, without assigning any reason for such transfer.

13. **Period of Agreement.** - (i) The provisions of this Collective Agreement shall be effective from 1st July, 2007 and shall remain binding unless otherwise terminated by the Company or the Union with one month's notice to each other provided, however, that no such notice may be given by either party prior to the 31st day of May, 2010, other than for a reason involving the violation of all or any of the provisions contained herein by a party.

(ii) The provisions of this Collective Agreement shall supersede the provisions of any other memorandum of settlement or agreement entered into between parties earlier and the provisions of whatever such earlier settlement/ agreement shall stand terminated with effect from the date hereof.

IN WITNESS hereof parties have hereunto on this 20th day of July 2007 set their hands at Colombo.

 For and on behalf of <b>I D Lanka Ltd.</b>	 For and on behalf of <b>Food, Beverages and Tobacco Industries Employees' Union</b>
Name: Shriyantha Perera	Name: D. Malavisuriya
Designation: Chief Executive Officer	Designation: Vice President
 Witness to the above signature	 Witness to the above signature
Name: Mrs. Malini Gunasekera	Name: G.W. Premaratne
Designation: General Manager HR	Designation: Branch Union President
	

## SCHEDULE - 1

MANUAL GRADES - SALARY SCALES EFFECTIVE 01/07/2007  
CONSOLIDATED AT THE CCPI FIGURE OF 2408.0

CATEGORY	GRADE - III	GRADE - II	GRADE - I	SP. GRADE
Minor Staff - A	Rs. 5,610 - Annual increments of Rs. 50/=	Rs. 5,725 - Annual increments of Rs. 60/=	Rs. 6,285 - Annual increments of Rs. 65/=	Rs. 6,510 - Annual increments of Rs. 75/=
Minor Staff - B	Rs. 5,975 - Annual increments of Rs. 50/=	Rs. 6,510 - Annual increments of Rs. 60/=	Rs. 6,680 - Annual increments of Rs. 70/=	Rs. 7,355 - Annual increments of Rs. 85/=
Drivers	Rs. 6,345 - Annual increments of Rs. 65/=	Rs. 6,945 - Annual increments of Rs. 75/=	Rs. 7,520 - Annual increments of Rs. 85/=	Rs. 7,860 - Annual increments of Rs. 95/=
Skilled - A	Rs. 6,485 - Annual increments of Rs. 65/=	Rs. 7,065 - Annual increments of Rs. 75/=	Rs. 7,625 - Annual increments of Rs. 85/=	Rs. 8,185 - Annual increments of Rs. 95/=
Skilled - B	Rs. 6,590 - Annual increments of Rs. 70/=	Rs. 7,185 - Annual increments of Rs. 80/=	Rs. 7,750 - Annual increments of Rs. 90/=	Rs. 8,320 - Annual increments of Rs. 100/=

SCHEDULE - 11

MANUAL GRADES - SALARY SCALES EFFECTIVE 01/07/2008  
CONSOLIDATED AT THE CCPI FIGURE OF 2458.0

CATEGORY	GRADE - III	GRADE - II	GRADE - I	SP. GRADE
Minor Staff - A	Rs. 5,710 - Annual increments of Rs. 50/=	Rs. 5,825 - Annual increments of Rs. 60/=	Rs. 6,385 - Annual increments of Rs. 65/=	Rs. 6,610 - Annual increments of Rs. 75/=
Minor Staff - B	Rs. 6,075 - Annual increments of Rs. 50/=	Rs. 6,610 - Annual increments of Rs. 60/=	Rs. 6,780 - Annual increments of Rs. 70/=	Rs. 7,455 - Annual increments of Rs. 85/=
Drivers	Rs. 6,445 - Annual increments of Rs. 65/=	Rs. 7,045 - Annual increments of Rs. 75/=	Rs. 7,620 - Annual increments of Rs. 85/=	Rs. 7,960 - Annual increments of Rs. 95/=
Skilled - A	Rs. 6,585 - Annual increments of Rs. 65/=	Rs. 7,165 - Annual increments of Rs. 75/=	Rs. 7,725 - Annual increments of Rs. 85/=	Rs. 8,285 - Annual increments of Rs. 95/=
Skilled - B	Rs. 6,690 - Annual increments of Rs. 70/=	Rs. 7,285 - Annual increments of Rs. 80/=	Rs. 7,850 - Annual increments of Rs. 90/=	Rs. 8,420 - Annual increments of Rs. 100/=