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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1407.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Nestle Lanka PLC, Colombo Head Office, No. 440, T. B. Jayah Mawatha, Colombo 10, of the one Part and the All Ceylon Commercial and Industrial Worker's Union, No. 457, Union Place, Colombo 02 of the other part on 23rd day of January, 2008 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th July, 2008.

Collective Agreement No. 11 of 2008

COLLECTIVE AGREEMENT

BETWEEN

NESTLE LANKA PLC. COLOMBO HEAD OFFICE

AND

ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKERS' UNION

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COLLECTIVE AGREEMENT

BETWEEN

NESTLE LANKA PLC. COLOMBO HEAD OFFICE

AND

ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKER'S UNION

THIS COLLECTIVE AGREEMENT made and entered into on the 23rd of January Two Thousand and Eight between Nestle Lanka PLC. Head Office, having its Registered Office at No. 440, T. B. Jayah Mawatha, Colombo (hereinafter referred to as the 'Employer') of the one part and the All Ceylon Commercial and Industrial workers Union, being a Trade Union duly registered under the Trade Unions' Ordinance and having its Registered office at No. 457, Union Place, Colombo 2 (hereinafter referred to as the 'Union') of the Other Part :

Witnesseth. – whereas the Union has shown to the satisfaction of the employer that it represents a majority of the employees referred to in Appendix I of this Agreement employed by the Employer.

Therefore, in consideration of the above permits and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows :

PART I - GENERAL

1. **Title.** – This Agreement shall be known and referred to as “Nestle Lanka PLC. Colombo Head office collective agreement - 2008”.

2. **Date of Operation and Duration.** – This Agreement shall come into force with effect from 1st January 2008 and shall be in force up to 31st day of December in the year 2008 unless terminated in writing by either party with one month's calendar notice to the other, provided however that such written notice shall not be given prior to 30th June 2008 and the agreement shall not stand terminated prior to 31st December 2008.

3. **Earlier Collective Agreements.** – The provisions of this Agreement shall supersede and replace the provisions of any earlier Collective Agreement and the provisions of the “The Nestle Lanka Limited, Colombo Head Office Non Clerical Staff Collective Agreement of 2005” and “The Nestle Lanka Limited, Colombo Head Office Clerical & Allied Grades Collective Agreement of 2005”, which shall stand terminated with effect from the date on which this Agreement takes effect.

4. **Persons Covered and Bound.** – This Agreement shall cover and bind the Employer in respect of it's employees in it's Colombo Head Office and who are covered by this agreement, the Union and employees who are members of the union and employed in the Colombo Head office of the employer in the categories of employment set out in Appendix I hereto on permanent monthly contracts of employment and herein after sometime referred to as employees.

5. **General Terms And Conditions.** – The terms and conditions of this Agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be included in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement.

6. **Variation of Terms And Conditions of Employment or Benefits.** –

6.1 The Employer, the Union and its members, and employees covered and bound by this Agreement, agree that, during the continuance of this Agreement, that neither party will seek to vary or add to any of the terms and conditions of employment, and benefits presently covered and bound by this Agreement and existing benefits and privileges not specified in the agreement.

6.2 Any variations or additions required to any of the terms and conditions and benefits covered and bound by this Agreement should only be done by mutual agreement.

7. **Check Off.** –

7.1 The Employer agrees to deduct Union subscriptions from the wages of Union members and remit such subscriptions monthly to the Union provided prior consent in writing is received by the Employer from each member.

7.2 The above membership deductions under sub - clause 7.1 would be subject to the Union having a minimum membership of 40% of the employees in categories covered by this Collective Agreement.

8. Union Meetings. -

- 8.1 The Union with the agreement of the Employer hold Committee meeting and General meetings of the union within the Employer's premises at such places and times as agreed by Management. No person who is not in the employment of the Employer shall attend such meetings without the written agreement of the Employer.
- 8.2 *Duty Leave.* - Without prejudice to the rights 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 more than two (2) office bearers of the Union to attend to the following matters in connection with the membership in the Company without loss of wages for such absence.
 - 8.2.1 To be present at conferences to be held under the aegis of the Employer or the Employer's Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer.
 - 8.2.2 To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals.
- 8.3 The Employer will in its discretion grant leave without remuneration to an employee to attend a Trade Union course or seminar or conference, either in Sri Lanka or abroad. However, the employee concerned is entitled to make use of his annual leave or statutory holidays for the purpose.

9. Trade Union Action.- The Union and its members agree during the currency of this Agreement or modification or renewal thereof that they will not engage in any strike, go slow, demonstration or any other similar collective or trade union action in respect of any dispute whether or not such dispute is related to the Collective Agreement or the Employer.

Any dispute/s arising during the currency of this Agreement, which cannot be resolved by negotiation between the Employer and the Union, should be dealt with in accordance with the Grievance & Disputes Procedure set out in clause 35 of this Agreement.

PART II - WORKING HOURS

10. Working Hours.- The hours of work will normally be from 8.00 a.m. to 5.00 p.m. from Monday to Friday. When on shift work the hours of work will be eight (08) hours per day from Monday to Friday and four (04) hours on Saturday. For Clerical employees the hours of work will normally be from 8.30 a.m. to 5.00 p.m. from Monday to Friday.

However, the Management reserves the right to vary these times in the event of exigencies.

PART III - WAGE ADMINISTRATION AND ALLOWANCES

11. Grading.- Employees covered and bound by this Agreement shall be graded as shown in Appendix II.

12. Initial Salary Points.-

- 12.1 As from the First day January, Two Thousand & Eight, the initial salary points applicable to the categories of employees covered and bound by this agreement shall be as set out in Appendix I hereof.
- 12.2 At the expiry of the twelve (12) month period commencing from 01st January 2008, the initial salary points of consolidated salaries set out in Appendix I will be increased by the same percentage (%) by which the Colombo Consumer's Price Index figures stands increased during such twelve (12) month period. Thereafter, during the pendency of this Agreement the initial salary points will be increased in a similar manner at the end of each succeeding twelve (12) month period.
- 12.3 The increase in the initial salary points, as set out at clause 12.2 above shall not result in any corresponding increase in the monthly consolidated salaries applicable to individual employees.
- 12.4 The initial salary points as set out in Appendix I hereof and as may be increased in terms of clause 12.2 above, shall constitute the consolidated initial salary of a new recruit. The consolidated salary shall include whatever statutory allowances, if any, applicable to employees.

13. Salaries.- As from the First day of January, Two Thousand & Eight the monthly salaries of the employees shall be revised as set out hereunder.

- 13.1 To the monthly consolidated salary payable to an employee as at 31 st December 2007, a sum equal to 9% of same shall be added and the amount arrived at thereafter shall be the monthly consolidated salary of each employee with effect from 01st January 2008.
- 13.2 For an employee to be entitled to the benefit of the full salary increase as set out in Clause 13.1 above, such employee should as at the date of such increase, have been in employment of the company during the immediately preceding twelve (12) month period. An employee who has not been in employment during the full preceding twelve (12) months period from the date of the salary increases to be granted in terms of Clause 13.1 above, shall be entitled to a prorated amount of the total increase to be granted having regard to the number of completed months he/she was in employment during such preceding twelve (12) month period.

14. The amounts referred to at clause 13.1.1 to 13.1.2 of Nestle Lanka PLC. Colombo Head Office Non-Clerical Staff Collective Agreement of 1999 in respect of value of one increment and addition of a sum of Rs. 1000/- to the salaries of drivers of the Management Team shall be deemed incorporated in the monthly salaries payable to employees in terms of clause 13 of this agreement and the said drivers will continue to perform the functions relating to the washing and cleaning of Company vehicles without any claim for additional payments.

15. **Increments/ One Off Payment.** - With the introduction of the initial points as provided as clause 12 hereof, it is agreed by and between parties that there shall be no fixed automatic increments applicable to any category of employees and whatever payments in the form of lump sum and/ or increases during the period of this collective agreement shall be determined by the employer subject to a performance appraisal of each employee. The decision of the employer with regard to the grant/ non-grant of this payment in the form a lump sum and/or increase shall be final and shall not be the subject of an industrial dispute.

16. **Non - Recurring Cost of Living Gratuity**

- 16.1 The initial salary points of the consolidated salaries set out in Appendix I have been fixed on the basis of the Colombo Consumers' Price Index being 5954.9 An Employee shall be entitled to receive and the Employer is liable to pay a non-recurring cost of living gratuity to employees in service in January 2008, in respect of the preceding twelve (12) months (hereinafter referred to as the "Qualifying Period") commencing from 01 st January 2008, ascertained in accordance with the under noted formula.

Formula : If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 5954.9 a sum computed at Rupees Two (Rs. 2.00) for each complete point (i.e.1.0) by which such average exceeds 5954.9 in respect of each month of service during the qualifying period.

- 16.2 When at the expiry of each twelve (12) month period commencing on the first day of January 2008, the initial salary points of the consolidated salaries have been revised in the manner set out in clause 12 of this Agreement; 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 has risen during the twelve (12) month periods as specified in clause 12 during the continuance in force of this agreement.
- 16.3 The Non - Recurring cost of living gratuity shall be payable by the Employer to an employee 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 January of any year or he joined the Employer's service during the course of the qualifying year.

17. **Overtime**

- 17.1 Overtime work shall mean work performed in excess of normal working hours.
- 17.2 If required by the Employer, due to exigency of the services, overtime work will be performed by the Employee as and when and for such period as the Employer may reasonably require. An employee shall have a good reason for such refusal to do any overtime work required by the Employer.
- 17.3 Work performed in excess of the normal hours shall be remunerated as per the over time schedule shown in Appendix III of this agreement.

18. **Holidays**

- 18.1 Employees will be granted the statutory holidays and Poya holidays as determined by legislation.

18.2 If any of the Statutory Holidays fall on a Saturday, and additional half (1/2) day shall be granted on the working day immediately preceding it and if it falls on a Sunday, a substitute holiday shall be granted on the working day immediately succeeding such weekly full holiday.

19. **Weekly Holidays.** - In respect of each week every industrial Employee shall be allowed one (1) weekly holiday and every shop and office employee one and a half (1 1/2) days as weekly holidays. Provided that an Employee has worked for a period of at least twenty eight (28) hours, exclusive of any overtime work for that week and otherwise the Employer shall be entitled to deduct a day's wage in respect of the weekly holiday for that week.

19.1 In computing the period of twenty-eight (28) hours referred to, the Employer shall include :

19.1.1 Every holiday allowed by the Employer to the employee as the annual holiday.

19.1.2 Every Public holiday granted by the Employer.

19.1.3 Every day's absence on any grounds approved by the Employer.

20. **Festival Advance.** - The employer agrees to pay an advance not exceeding the amount stated below, for the respective years, for one festival per year of the employee's choice.

For the year 2008 - Rs. 12,000.00

This will be recovered ordinarily in ten (10) monthly installments or where the employee leaves the Employer's employment, the full balance will be deducted from his balance salary.

21. **Uniforms.** - The Employer provides free uniforms to those employees required to wear such uniforms according to the requirements of the Job. It is obligatory on the part of the employees to wear such uniforms.

22. **Bonus.** - The Employer agrees to pay a bonus to employees each year for the period of this Agreement on the following basis :

22.1 Two and half (2 1/2) month's salary each year.

22.2 Half month's salary of the Bonus at 22.2 above will be subject to a scheme for non-utilisation of some part of casual and sick leave. If an employee has a saving of 14 days of the casual and sick leave quota of 28 days, he will receive the full half-month's bonus. On this basis for each day unutilised of these 14 days, he will be paid half month's bonus divided by 14. This will not apply to employees granted sick leave for **hospitalisation or infectious diseases**. Such leave should be supported by a Medical Certificate.

22.3 The payment of bonus may be stopped totally or partly for disciplinary reasons.

23. **Lunch Subsidy.** - The non clerical employees will receive a lunch subsidy of Rupees Twenty five (Rs. 25/-) for each full day present at work.

PART IV - LEAVE

24. **Annual Leave**

24.1 Employees are entitled to earned annual leave of a maximum of fourteen (14) working days per calendar year and such leave will be allowed at times convenient to the Employer and the employees subject to the condition that at least seven (7) days have to be taken consecutively on the basis of a roster prepared at the beginning of each leave year. However, any changes to this roster due to exigencies of work should be only by mutual agreement.

24.2 Annual leave has to be applied for and approved in advance. However, an employee may opt to set off absence due to ill health in excess of twenty-one (21) day's sick leave allowed under clause 24 against his Annual leave entitlement.

24.3 **New Employees** shall be granted Annual leave during the following year on a proportionate basis as follows :

Employees joining between -

- 1st January and 31 st March - 14 days
- 1st April and 30 th June - 10 days
- 1st July and 30 th September - 7 days
- 1st October and 31 st December - 4 days

25. *Casual leave*

25.1 Employees are entitled to seven (7) Working days casual leave per calendar year. The employee has to notify his immediate superior of his intention of taking such casual leave. Such casual leave will normally be granted on application without the employee being required to state the reason. When the Employer finds it difficult to grant, such casual leave requested for, such difficulty shall be notified to the employee as soon as possible. After the application is made and in such circumstances, the employee may be required to state the reason for the leave requested for and the Employer may decide whether it is reasonable in the circumstances to grant him casual leave.

When an employee due to unforeseen circumstance is unable to apply for casual leave in advance, he shall notify the Company at the earliest opportunity and state the reason for his absence upon his return to work. The Employer will assess the reason for such as application and decide whether it is reasonable in the circumstance to grant him casual leave. The decision of the Employer to grant or not to grant such casual leave is final.

25.2 Employees shall be entitled to take casual leave on account of private business or other reasonable cause including ill health, if that employee's twenty-one (21) days sick leave allowed under clause 26 has been fully utilised. In such instances the Employer shall allow such casual leave with remuneration for a period, or an aggregate of periods, not exceeding seven (7) days.

25.3 Provided however, that not more than two (2) day's casual leave shall be taken at any one time except upon grounds of ill health.

25.4 Provided further that an employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual leave.

25.5 A New **Employee** in his first year of employment including any period of probation shall be entitled to casual leave for that year computed on the basis of one day for each completed period of two (2) months' service.

PART V - SICK LEAVE & MEDICAL BENEFITS

26 *Sick Leave*

26.1 An employee shall be granted up to a maximum of Twenty one (21) working days leave on full pay in any one calendar year in the case of sickness subject to the sub clauses herein under.

26.2 The Employer may request an employee to support his sickness by a medical certificate from a Registered Medical Practitioner where necessary.

26.3 During the period of probation employees are not entitled to any sick leave. However, in respect of the first year of employment after confirmation, the employer may grant sick leave during that year up to the 31st of December, computed on the basis of one and a half (1 1/2) days for each month of such employment.

26.4 The Employer will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a certificate from any Medical Practitioner registered in the Medical Council of Sri Lanka or Ayurvedic Medical Council of Sri Lanka.

26.5 An employee shall endeavour to inform the Company immediately of such sickness or at least within two (2) days and produce a Medical Certificate within three (3) days.

27 *Medical Benefits*

27.1 The Employer agrees to reimburse medical expenses in terms of the Company Medical Scheme on the following basis :
2008 - Rs. 15,000.00

The Employer agrees for the employee to accumulate to a maximum of Rs. 30,000.00 unutilised reimbursements of medical expenses.

27.2 Medical expenses are reimbursed only for employees and their immediate families. Immediate families are defined as Husband/ Wife and dependent legitimate children of employees. This is on condition that the Husband/ Wife is not covered by another Medical Benefits Scheme of their employer ; and in such case the Employer dose not allow duplication.

27.3 **Hospitalisation.** - For hospital treatment, employees are granted a Medical Insurance Scheme through the Insurance Corporation of Sri Lanka. The Scheme provided for this purpose by the Corporation is applicable and both the employee and the Employer pay 50 % of the insurance premium each. This scheme covers hospitalization of the employee only.

Employee may cover the immediate family (Spouse and Children) at there own discretion under the said Insurance Scheme, the employee and the Employer pay 50 % each of the insurance premiums for this purpose.

PART VI - RETIREMENT AND TERMINAL BENEFITS

28. **Age of Retirement.** - On reaching the age of Fifty five (55) years an employee shall *ipso facto* retire and cease to be employed by the Employer. There shall be no obligation on the Employer to give the employee any notice of such retirement. In the event of an employee being offered employment after retirement, such employee shall not be covered by this Agreement.

29. **Provident Fund.** - Contributions to Provident Fund will be at the rate of 12% by the employer and 8% by the employee of the consolidated monthly salary as prescribed by legislation.

30. **Employees' Trust Fund.** - The Employer shall contribute to the Employees' Trust Fund at the rates prescribed by legislation.

PART VII - ATTENDANCE & CARRYING OUT EMPLOYER'S INSTRUCTIONS

31. **Attendance.** - Unless otherwise specifically instructed by Management, an employee shall present himself/herself for work on every day (other than holidays) at the usual starting time for the job and shall remain there available for work throughout the normal working hours.

32. **Carrying out Employer's instructions**

32.1 If an employee considers any duty, which he/she is required to perform by the Employer, does not fall within the scope of his/her employment under the Employer, he/she shall be entitled to bring this matter to the notice of the employer. If notwithstanding such notification the Employer required the employee to carry out such instructions, then the employee shall be entitled to request the Employer to give him/her such instruction in writing.

32.2. If the Employer gives the employee such instructions in writing, the employee shall carry out the same but without prejudice to the rights of the Union on his/her behalf to dispute such matters with the Employer thereafter as provided in this Agreement.

32.3. If the Employer refuses to give such instructions in writing, the employee shall be entitled not to carry out such instructions and in such event the Employer shall have no right of action against the employee.

32.4 If the Employer gives such instructions in writing but the employee fails to carry out the same, the Employer shall be entitled to suspend the employee immediately without pay and to take disciplinary action against him/her without prejudice to the rights of the employee or the Union on his/her behalf to dispute such suspension or such disciplinary action as may be taken against the employee as provided in this agreement.

PART VIII - SUSPENSION, DISCIPLINARY PROCEDURE AND GRIEVANCE & DISPUTES PROCEDURE

In case of misconduct, the Employer is entitled to start DISCIPLINARY ACTION, which is detailed hereunder.

DISCIPLINARY ACTION

33. **Suspension**

33.1 An employee may be suspended without pay by the Employer ;

- 33.1.1 Pending an inquiry to be held by the Employer on a charge or charges of misconduct which warrant dismissal,
 - 33.1.2 In order to avoid a breach of the peace or damage to property or disturbance of the business of the employer,
 - 33.1.3 In case of fraud, theft, misappropriation or like offence by the employee in the course of his employment,
 - 33.1.4 In case of abuse, threat or gross insubordination by the employee to a member of the Management Staff of the Employer,
 - 33.1.5 For failing to carry out Employer's instructions in terms of clauses 31 and 32.
33. 2 At the time of suspension or within twenty-four (24) hours the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension.

34. **Disciplinary procedure.** – Where the Employer proposes to proceed against an employee then:-

- 34.1 Irrespective of whether an employee has been suspended under clause 33 hereof or not, an employee shall be furnished with a show cause notice, which shall set out the particulars of the charges of misconduct alleged against such employee. Such show cause notice shall give the employee not less than Three (3) clear working days within which to give the answer.
- 34.2 Within Three (3) working days after the day of the show cause notice the employee shall furnish in writing to the employer, the answer or explanation to the charges against such employee. The employee may request for an extension of time for reply. The Employer may grant such request for such further period of time if deemed necessary in the circumstances of the case.
- 34.3 If the Employer is satisfied with the written answer or explanation of the employee, the employee shall, if he is suspended, be reinstated forthwith and be paid all entitlements due to him for the period of such suspension.
- 34.4 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 Seven (7) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- 34.5 After holding such inquiry, the employee shall normally be informed of the findings of each of the charges in the show cause notice and the punishment, if any, within thirty (30) working days from the date of the conclusion of the inquiry. If the Employer fails to inform the employee, except for reasons beyond the control of the Employer, the employee shall not be liable to be punished in respect of the charges and no inference adverse to the employee in respect of such charges shall be drawn.
- 34.6 If the employee is under suspension and the Employer after inquiry decides that;
 - 34.6.1 The employee is not guilty of the charges, the employee shall be reinstated immediately and all wages and entitlements paid.
 - 34.6.2 The employee is guilty of one or more charges, the employee shall be informed of the findings and the punishment imposed by the Employer.

If the punishment given to the employee is not dismissal, suspension without pay shall not exceed seven (7) working days, if the service of the employee is to be terminated, such termination shall take effect from the date of suspension of the employee and the employee shall not be paid for the period of suspension.
- 34.7 If in the opinion of the Employer the nature of the charges is serious and the case has been referred or is to be referred to the police or other authorities for investigation, and the Employer is unable to inform the employee of the outcome of the inquiry, the employee shall remain under suspension without pay until the investigations are completed and the Employer is able to decide on the outcome of the inquiry.
 - 34.7.1 If the Employer fails to inform the employee of the outcome of the inquiry within thirty (30) working days due to reasons beyond the control of the Employer, the employee shall be paid half his monthly wages for the first thirty (30) working days and full wages after thirty (30) days to the time a decision is taken regarding the outcome of the inquiry. This will not apply in cases where the inquiry is postponed or a decision is unable to be taken on the outcome of the inquiry for any reasons due to the employees' own seeking.

34.8 *Domestic Inquiries*

- 34.8.1 An employee may request the Employer to allow an '**observer**' to be present at the inquiry to be held into the charges. The '**observer**' who shall be another employee categorised in Appendix II, shall be present at the inquiry without loss of wages due to absence from the workplace.
- 34.8.2 The employee shall inform the Employer the name of the '**observer**' one (1) working day before the commencement of the inquiry.
- 34.8.3 The '**observer**' shall not be entitled to represent the employee or otherwise participate in the inquiry.
- 34.8.4 If an '**observer**' obstructs such inquiry, the officer who conducts the inquiry shall be entitled to request the '**observer**' to withdraw from the inquiry immediately and the '**observer**' shall comply with such request.
- 34.8.5 The absence of an '**observer**' from whole or any part of an inquiry for any reason shall not change or nullify the inquiry, the proceedings or the findings.
- 34.8.6 The employee may make a written submission to the Employer within one (1) working day on conclusion of the inquiry on any special observations he wishes to make in the manner in which the inquiry was held or the evidence was recorded.
- 34.8.7 The Union may make written submissions to the Employer within one (1) working day on conclusion of the inquiry regarding the manner in which the inquiry was held or the evidence was recorded.

35. *Grievance & Disputes Procedure*

- 35.1 Recognising the value and importance of full discussion in clearing up misunderstanding and preserving harmonious relations, every effort shall be made by the Employer and the Union to dispose of any inquiries, complaints, grievances or disputes as soon as possible. The following procedure shall be followed in respect of such matter and for any interpretation.
- 35.2 An employee may present his grievance or complaint to his immediate supervisor or to his head of department. The employee may be accompanied by his Branch Union representative.
- 35.3 An employee may present his grievance or complaint to the Divisional Manager. The employee may be accompanied by his Branch Union representative.
- 35.4 The Branch Union may present the grievance or complaint in writing to the Vice President Human Resources. The written submission shall be replied by the Vice President Human Resources. If the Branch Union is not satisfied with the written explanation of the Vice President Human Resources the Branch Union may request for discussion between the Divisional Manager, the Vice President Human Resources and the Branch Union.
- 35.5 If the Branch Union and the employees are not satisfied with the outcome of the discussion with the Divisional Manager and the Vice President Human Resources, the Branch Union may make a written submission to the Managing Director. If the Branch Union is not satisfied with the written explanation given by the Managing Director, the Branch Union may request for a discussion with the Managing Director.
- 35.6 If the Branch Union is not satisfied with the outcome of the discussion with the Managing Director, the Branch Union, may refer the matter to the Union. The Union may take written submissions to the Vice President Human Resources with a copy to the Managing Director. If the Union is not satisfied with the written explanation given by the Vice President Human Resources or the Managing Director, the Union may request for a discussion with the Divisional Manager and Vice President Human Resources, in the first instance, and if the Union is not satisfied with the outcome of the discussion with the Divisional Manager and Vice President Human Resources, the Union may request for a discussion with the Managing Director.
- 35.7 If the Union is not satisfied with the outcome of the discussion with the Managing Director, the Union may refer the matter to the Employer's Federation of Ceylon, who will endeavour to bring about an amicable settlement in the matter and, if desired, utilising the offices of the Department of Labour.
- 35.8 In the event where the grievance or dispute is not resolved with the Employers' Federation of Ceylon, the matter by agreement shall be referred to an arbitrator or a panel of arbitrators jointly selected by the parties under section 3(1) (d) of the Industrial

Disputes Act for settlement by arbitration. If the parties fail to agree on an arbitrator or a panel of arbitrators, such selection shall be made by the Commissioner of Labour. The decision and award of the arbitrator or the panel of arbitrators shall be final and binding on both parties.

35.9 In case the Employer or the Union is of the opinion that in view of importance of the dispute there is need for quick settlement of such grievance or dispute, either party may decide to refer the matter to the Employer's Federation of Ceylon, in which event the procedure to be followed shall be as laid down in 35.7 and 35.8.

35.10 In the event the Union is of the Opinion that in view of the urgency and importance of a dispute there is need for quick settlement for such grievance or dispute, the Union may refer the matter directly to the Managing Director to bring about a speedy solution.

APPENDIX I

NESTLE LANKA PLC. – HEAD OFFICE

INITIAL SALARY POINTS – ALL EMPLOYEES

GRADE	MINIMUM
Multi Skilled	Rs. 14, 833.55 p.m.
Highly Skilled	Rs. 14, 104.16 p.m.
Skilled	Rs. 13, 611.40 p.m.
Semi Skilled	Rs. 13, 466.67 p.m.

APPENDIX II

NESTLE LANKA PLC. – HEAD OFFICE

GRADING OF EMPLOYEES	Multi Skilled	Highly Skilled	Skilled	Semi Skilled
Clerical	<ul style="list-style-type: none"> ● Senior Assistant ● Coordinator CS & Distribution 	<ul style="list-style-type: none"> ● Clerk ● Store Keeper ● Cashier ● Coordinator Regions 	<ul style="list-style-type: none"> ● Office Helper ● Assistant Store Keeper ● Mail/ Invoice Assistant ● Peon 	<ul style="list-style-type: none"> ● Stores Helper
Non Clerical			<ul style="list-style-type: none"> ● Driver ● Promotions Assistant 	<ul style="list-style-type: none"> ● Unskilled Labourers

APPENDIX III

NESTLE LANKA PLC. - HEAD OFFICE

OVERTIME PAYMENT SCHEDULE

WORKED ON	OFFICE STAFF	OTHER INDUSTRIAL EMPLOYEES
Over Normal Working Hours	1 1/2 times the normal hourly rate	1 1/2 times the normal hourly rate
Saturdays	1 - 4 hrs. @ 1 1/2 times 4 1/4 - 7hrs. @ 2 times Over 7 hrs. @ 3 times & 1/2 day's pay for Work over 4hrs.	@ 1 1/2 times
Sunday and Statutory Holiday	1 - 4 hrs. 1 day's salary + 1/2 day's salary OR 1/2 day's lieu leave. 4 1/4 - 8 hrs. 2 day's salary + 1 day's salary OR 1 day's lieu leave. Over 8 hrs. 2 day's salary + 1 day's salary OR 1 day's lieu leave and treble the hourly rate for each additional hour from 09 th Hour.	1-4 hrs. @ 1 1/2 times + 1/2 day's salary 4 1/4 - 8 hrs. @ 1 1/2 times + 1 day's salary.* Over 8 1/4 hrs. @ 2 times + 1 day's salary

Normal hourly rate = salary / 240

Note : Only for two consecutive Sundays, lieu leave would be paid.

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