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PART I : SECTION (I) – GENERAL Government Notifications

My No. : CI/ 585.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Associated Motorways (Pvt) Ltd No. 185, Union Place, Colombo 02 of the one part and the Sri Lankave Freedom General Workers Union, No. 345, B. Suhada Mawatha, Thalawathugoda Road, Madiwela of the other part on 12 th April 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
12th July, 2010.

Collective Agreement No. 45 of 2010

COLLECTIVE AGREEMENT 2010

BETWEEN

ASSOCIATED MOTORWAYS (PRIVATE) LIMITED

AND

SRI LANKAVE FREEDOM GENERAL WORKERS' UNION

COLLECTIVE AGREEMENT

This Collective Agreement entered into on this twelfth day of April Two Thousand & Ten to take effect from the First Day of April Two Thousand & Ten pursuant to the Industrial Disputes act between **ASSOCIATED MOTORWAYS (PRIVATE) LIMITED** a company duly

registered in Sri Lanka under the Companies Ordinance and having their registered office at No. 185, Union Place, Colombo 2, (hereinafter referred to as "the Employer") and the **SRI LANKAVE FREEDOM GENERAL WORKERS' UNION** a trade union duly registered under the Trade Unions Ordinance (No. 5863) and having its office at No. 345 B, Suhada Mawatha, Thalawathugoda Road, Madiwela (hereinafter referred to as "the Union") witnesseth and it is hereby agreed between the parties as follows : -

Title : This Collective Agreement shall be known and referred to as the 2010 Collective Agreement between Associated Motorways (Private) Limited and the Sri Lankave Freedom General Worker's Union.

1. **Parties Covered and Bound.** - This Collective Agreement shall cover and bind the Associated Motorways (Private) Limited (the Employer) in relation to persons employed at its establishments in Kalutara. and Anuradhapura on permanent monthly contracts of employment, in categories of employment for which salary scales have been provided in Schedule 1 hereto, the Union, namely the Sri Lankave Freedom General Workers' Union (the Union) and its members employed by the Employers in the said categories of employment as at the date of signing this Agreement and thereafter.

2. **Earlier Collective Agreement.** - This Agreement shall supersede all other Collective Agreement including Collective Agreement No. 35 of 2007 entered into between the parties on 09th day July 2007 and collective agreement No. 36 of 2007, entered in to on 03rd July 2007 in respect of the employer and the categories of employees covered and bound by this agreement.

3. **Date of Operation and Duration.** - This Collective Agreement shall be effective from the 1st day of April 2010 and shall continue to be in force unless it is terminated by either party giving six months' notice in writing to the other, provided however, that no such notice shall be given by either party, prior to the 31st day of July Two Thousand & Twelve and this Collective Agreement shall not stand terminated until the 31st day of December, Two Thousand & Twelve. Any notice of termination given by a party prior to the 31st day of July, Two Thousand & Twelve shall be invalid and will have no effect whatsoever.

4. **Hours of Work & Overtime.** - During the continuance in force of this Agreement the normal working hours shall be deemed to be those that are worked by the employees as at present. As and when requested by the Employers, the employees shall work reasonable overtime, for which the employees shall be paid overtime as stipulated by law.

5. **Salaries.** -

- (i) With effect from the 01st day of April, Two Thousand & Ten, the monthly salaries applicable to each employee covered and bound as at 31 st March 2010 shall be revised by Rs. 1200/-. Thereafter each employee shall be granted an annual increment subject to the provisions of Clause 06 hereof.
- (ii) With effect from the 01st day of January, Two Thousand & Eleven, the monthly salaries applicable to each employees covered and bound as at 31 st December 2010 shall be revised by Rs. 1000/-. Thereafter each employee shall be granted an annual increment subject to the provisions of Clause 06 hereof.
- (iii) With effect from the 01st day of January, Two Thousand & Twelve, the monthly salaries applicable to employees covered and bound as at 31 st December 2011 shall be revised by Rs. 1300/-. Thereafter each employee shall be granted an annual increment subject to the provisions of Clause 06 hereof.

6. **Annual Increments** :- Unless otherwise decided on disciplinary grounds, in terms of this Agreement, an employee shall be entitled to an annual increment in the month of April 2010 and then in the month of January each year thereafter, in terms of the salary scale applicable to him, and provided in Schedule 1 hereof.

7. If during the continuance in force of this Agreement, the Government of Sri Lanka -

- (a) prescribes in any year, increases in salary by any written law applicable to categories of employees covered by this Agreement, the Employer shall be entitled to take credit for the salary increases granted to an employee in respect of such year in terms of Clause 5 hereof and determine the increase, if any, that is to be granted to an employee accordingly.
- (b) recommends increases in salaries, such recommendation will not be applicable to the Employer regardless of whether or not such recommendation is applicable to the categories of employees covered by this Agreement.

8. **Attendance Bonus** :- The Employer shall continue to pay the weekly attendance bonus in terms of the current scheme.

9. **Payment of Bonuses** :- Parties agree that henceforth bonuses, if any, shall be paid at the discretion of the management based on the combination of the following factors :

- (a) Performance of the employee
- (b) Performance of the business unit
- (c) Performance of AMW Group

10. **Reward of Good Attendance** :- With effect from 1st April 2010, the Employer agrees to pay a reward for good attendance (in respect of physical presence at work) on a monthly basis to all employees covered and bound by this agreement on the following basis :

- (i) With effect from 1st April 2010 to 31 st December 2010 the monthly reward will be paid as follows :

Up to two day's authorized absence - Rs. 1050/-
Up to two and half days' authorized absence - Rs. 630/-
Up to three days' authorized absence - Rs. 420/-
Over 3 days' authorized absence or any unauthorized absence - No Payment.

- (ii) With effect from 1 st January 2011 to 31 st December 2011, the monthly reward will be paid as follows :

Up to two day's authorized absence - Rs. 1150/-
Up to two and half days' authorized absence - Rs. 690/-
Up to three days' authorized absence - Rs. 460/-
Over 3 days' authorized absence or any unauthorized absence - No Payment.

- (iii) With effect from 1 st January 2012 to 31 st December 2012, the monthly reward will be paid as follows :

Up to two day's authorized absence - Rs. 1250/-
Up to two and half days' authorized absence - Rs. 750/-
Up to three days' authorized absence - Rs. 500/-
Over 3 days' authorized absence or any unauthorized absence - No Payment.

11. **Minimum Levels of Production** :- The Union and the employees agree with the Employer that during the continuance in force of this Agreement the employees covered and bound under this Agreement shall maintain minimum production levels as set out in the Second Schedules hereto, in the factories of the Employer. These minimum production levels, however, shall be liable to review depending on operational requirements.

12. **Disciplinary Action** :- Where the Employer proposes to proceed against an employee on disciplinary grounds, then -

- (a) Regardless of whether an employee has been suspended or not, the employee shall be furnished with a 'show cause' notice setting out the misconduct alleged against him.
- (b) The employee shall be required to submit his written explanation to the 'show cause' notice within 5 clear working days. The employee may, however, if he so requires, seek an extension of time to submit his explanation and the Employer may at their discretion grant such extension of time as deemed required.
- (c) On receipt of the employee's written explanation, the Employer shall conduct a domestic disciplinary inquiry into the alleged misconduct.
- (d) After the conclusion of the domestic inquiry, the employee shall be informed in writing of the findings of the said inquiry and the punishment, if any, that has been imposed.
- (e) The Employer shall not be required to hold a domestic inquiry in terms of sub-clause (c) above, there the employee has admitted the acts of misconduct alleged against him, or follow the disciplinary action procedure in terms hereof where the employee shall only be warned in respect of an act of misconduct,
- (f) The services of an employee may be suspended without pay by the Employer pending disciplinary action or by way of punishment on the findings of a domestic disciplinary inquiry.

13. **Variation of Terms & Conditions**.- During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter or change any of the terms and conditions contained herein and/or terms and conditions or other benefits applicable to employees as the date of signing this Agreement, other than by way of mutual agreement between the parties.

14. Dispute Settlement Procedure

- (a) In the event of any dispute that shall arise between the parties during the continuance in force of this Agreement, of matters not covered by the agreement, the branch of the Union in the Employer's establishment shall raise such dispute with the Factory Management of the Employer and the parties shall take all efforts to resolve such disputes amicably.
- (b) If no settlement of the dispute can be reached between the parties, the branch of the Union may request the Union to raise the matter in dispute with the Employer and/ or with the Employers' Federation of Ceylon and the Union, the Employer and the Federation shall thereafter take all possible steps to resolve the dispute.
- (c) Failing a settlement of the dispute as provided in the preceding sub-clause the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

15. Trade Union Action.-The Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

16. Union Committee Meetings.- The Following provisions shall apply to meetings of the branch committee of the Union :

1. In respect of each meeting the branch committee desires to hold in the Company premises, an application shall be made to the Employer at least 36 hours prior to the date of the meeting.
2. If the Employer decides to grant permission to hold such meeting, the Employer may upon a written request of the branch union, permit a representative of the Union (Parent Union) to attend such branch committee meeting provided, however, that the branch union shall not make such requests on more than 4 occasions during one year.
3. The Employer may also impose any other condition they desire fit subject to which such branch committee meeting shall be conducted.

SCHEDULE 1**SALARY SCALES****PRODUCTION WORKERS****UN - SKILLED New Grade A (P)**

Rs. 7000/- (Annual increment of Rs. 56.25/- for 10 years) (Annual increment of Rs. 81.25/- for 10 years) (Annual increment of Rs. 137.50/- for 4 years or more)

SEMI - SKILLED New Grade B (P)

Rs. 7500/- (Annual increment of Rs. 60/- for 10 years) (Annual increment of Rs. 100/- for 10 years) (Annual increment of Rs. 145/- for 4 years or more)

SKILLED New Grade C (P)

Rs. 8600/- (Annual increment of Rs. 75/- for 10 years) (Annual increment of Rs. 115/- for 10 years) (Annual increment of Rs. 165/- for 4 years or more)

ENGINEERING WORKERS**UN - SKILLED New Grade A (E)**

Rs. 7000/- (Annual increment of Rs. 55/- for 10 years) (Annual increment of Rs. 80/- for 10 years) (Annual increment of Rs. 105/- for 4 years or more)

SEMI - SKILLED New Grade B (E)

Rs. 7200/- (Annual increment of Rs. 60/- for 10 years) (Annual increment of Rs. 85/- for 10 years) (Annual increment of Rs. 115/- for 4 years or more)

Rs. 7500/- (Annual increment of Rs. 80/- for 10 years) (Annual increment of Rs. 105/- for 10 years) (Annual increment of Rs. 135/- for 4 years or more)

[illegible]

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Bank Employees, Union, No.20, Temple Road, Colombo 03 of the other part on 10th November, 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th July, 2010.

Collective Agreement No. 38 of 2010**COLLECTIVE AGREEMENT 2009 TO 2011**

This Collective Agreement is made and entered in to on this 10th day of November 2009, by and between the People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as "The bank") of the one part and the Ceylon Bank Employees' Union No. 20, Temple Road, Colombo 10 (hereinafter referred to as "The Union") of the other part.

Title: This Agreement will be known and referred to as **"THE PEOPLE'S BANK COLLECTIVE AGREEMENT WITH THE CEYLON BANK EMPLOYEES' UNION FOR THE PERIOD FIRST JANUARY, TWO THOUSAND NINE TO THIRTY FIRST DECEMBER, TWO THOUSAND ELEVEN (01.01.2009 TO 31.12.2011)"**.

1. **Employers to be Covered and Bound.** – This Agreement shall cover and bind the People's Bank, which is a party to this Agreement.

2. **Employees to be Covered and Bound.** – This agreement shall cover and bind members of the Ceylon Bank Employees' Union in employment with the Bank and who are employed in any of the categories for whom a salary scale has been prescribed in this agreement in the Annexure attached hereto.

3. **Date of Operation and Duration** – This Agreement is deemed to be in force from 1st day of January, 2009 to 31 st day of December 2011, unless it is determined by either party giving six months notice to terminate the agreement in writing to the other party, provided however that no party shall give such notice to the other party after the 1st day of July 2011.

4. **Matters Covered and Variation of Terms and Conditions of Employment and Benefits** –

(a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the union in relation to 2009-2011 and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Union and the Officers' Association and reach finality on or before 31 st January 2010 after an agreement has been arrived at, as regards non salary benefits the terms and conditions of same shall be annexed to this agreement which shall form an integral part thereof.

(b) The Union and its members shall not during the continuance in force of this agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components** – As from 1st January, 2009 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprise of Fixed component linked to "Basic Salary" and related allowances.

Fixed Component

The Fixed Component comprise the following items.

(I) Rationalized Basic Salary as set out in the Annex I hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (f) against in the Annex I and all Officer Grades will be entitled for increments continuously not withstanding the maximum point given in the salary scales.

(II) Allowances

(a) Rent Allowance (20% of the Basic Salary) with a minimum of Rs. 1,400/-.

(b) The old Cost of Living Allowance (COLA) at the rate of Rs. 2.75 will be frozen as at December 1999 at the point of 2,404.9 Every one point over and above the Colombo Consumer Price Index (CCPI) of December 1999 will be computed at Rs. 3/- . If the index point drops below December 1999 levels i.e. 2,404.9, the computation will be at the rate of Rs. 2.75 per point.

The new CCPI index which commenced from June 2008 will be used together with the old CCPI index as approved

E.g.. January 2009 COLA Calculation

Old CCPI of preceding month, i.e. December 2008 multiplied by New CCPI index of computing month

$$= 6,854.51 \times 203.7$$

New preceding CCPI i.e. December 2008 = 205.2

$$= 6,804.4$$

$$= 6,804.4 - 2409.9 \text{ (i.e. less December 1999 old frozen CCPI)}$$

$$= 4,399.9 \times 3$$

$$= \text{Rs. } 13,198.5 + 5,942.3 \text{ (i.e. December 1999 Rupee COLA equivalent of old frozen CCPI)}$$

$$= \text{Rs. } 19,140.8 \text{ (COLA for January 2009)}$$

(c) 10 % of Basic Salary, Cost of Living Allowance and the Rent Allowance with a minimum of Rs. 1,400/-

6. **Tax on Emoluments.** – Payee Tax payment to be re-imbursed by the Bank without any effect to the take home salary

7. **Conversion of the Basic Salary.** -

(a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

e.g. An employee who had been on the 5th step of the scale as at 31.12.2008 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2009.

(b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

8. **Conversion Anomalies.** – Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Union and will be rectified suitably.

9. The Ceylon Bank Employees' Union further agrees to assist and support the management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Performance Plan of the Bank.

10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favorable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way effect or prejudice such existing terms and conditions of employment or such concessions and such terms and conditions of employment and concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

11. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorise or permit the Bank to withhold, restrict or terminate such right or privilege.

The common seal of the PEOPLE'S BANK was affixed hereto
at Colombo on this 10th day of November 2009 in the presence of
Mr. W. Karunajeewa - Chairman and
Mr. P.V. Pathirana - CEO/GM of People's Bank.



People's Bank

Allowance payable in addition to the basic Salary- 2009-2011

- (i) Rent Allowance (20% of the Basic Salary) with a minimum of Rs. 1,400/-.
- (ii) The old Cost of Living Allowance (COLA) at the rate of Rs. 2.75 will be frozen as at December, 1999 at the point of 2,404.9 Every one point over and above the Colombo Consumer Price Index (CCPI) of December, 1999 will be computed at Rs. 3/-. If the index point drops below December, 1999 levels i.e. 2,404.9, the computation will be at the rate of Rs. 2.75 per point.

The new CCPI index which commenced from June 2008 will be used together with the old CCPI index as approved

E.g., January 2009 COLA Calculation

Old CCPI of preceding month, i.e. December 2008 multiplied by New CCPI index of computing month

$$\begin{aligned}
 &= 6,854.51 \times 203.7 \\
 &\text{New preceding CCPI i.e. December 2008} = 205.2 \\
 &= 6,804.4 \\
 &= 6,804.4 - 2409.9 \text{ (i.e. less December 1999 old frozen CCPI)} \\
 &= 4,399.9 \times 3 \\
 &= \text{Rs. } 13,198.5 + 5,942.3 \text{ (i.e. December 1999 Rupee COLA equivalent of old frozen CCPI)} \\
 &= \text{Rs. } 19,140.8 \text{ (COLA for January 2009)}
 \end{aligned}$$

- (iii) 10 % of Basic Salary, Cost of Living Allowance and the Rent Allowance.

Annex I

ප්‍රධාන අමාත්‍යාංශය
 Ministry of the Prime Minister

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THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Oxygen Limited, No. 50, Sri Pannananda Mawatha, Colombo 15 of the one part and the Jathika Sewaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other part on 19th April 2010 regarding the Office Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
12th July, 2010.

Collective Agreement No. 41 of 2010

COLLECTIVE AGREEMENT
BETWEEN
CEYLON OXYGEN LIMITED
AND
JATHIKA SEWAKA SANGAMAYA
(OFFICE STAFF)
(01.01.2010 - 31.12.2012)

COLLECTIVE AGREEMENT

THIS Collective Agreement entered into between **Ceylon Oxygen Limited** having its registered office at No. 50, Sri Pannananda Mawatha, Colombo 15, a company duly registered in Sri Lanka and **The Jathika Sewaka Sangamaya** a trade union duly registered in Sri Lanka and having its registered office at No. 416, Kotte Road, Pitakotte.

Whereas the Jathika Sewaka Sangamaya (hereinafter referred to as 'the Union') raised with Ceylon Oxygen Limited (hereinafter referred to as 'the Company') certain demands relating to the revision of terms and conditions of employment of their members employed in the Company and the said parties have, after negotiations, arrived at the following terms of settlement.

1. This Agreement shall cover and bind the Company, the Union and the members of the Union, who are in employment in the Company as at 01st January 2010 on permanent monthly contracts of employment in a category of employment for which salary scales have been stipulated in **Schedule 1** applicable till 31st of March 2010 and **Schedule 2**, applicable thereon. both of which is annexed hereto.

2. The salaries payable to the employees covered and bound by this Agreement, with effect from **1st January 2010** shall be on the basis of the salary scales stipulated in **Schedule 1** hereto till the **31st of March 2010** and thereafter would be on the basis of Salary scales in **Schedule 2** till the completion of said period of this agreement.

- (a) The salary scales in **Schedule 2** hereto have been arrived at by revising the salary scales applicable to the employees as at **31st March 2010, so that there will be a salary point in the scales** in respect of the scales pertaining to all the under mentioned grades, which would show an increase of **81% or more**, from the Salary Points existed as at **31st March 2010**.

Clerical Staff Grades

Clerical Grade I
Clerical Grade II
Clerical Higher Grade
Clerical Special Grade
Staff Officer

Driver Grades

Driver - Grade E
Driver - Grade D
Driver - Grade C
Driver - Grade B
Driver - Grade A

3. To ascertain the salary payable to an employee with effect from 1st January 2010 on the basis of the salary scales provided in Schedule 1 and Schedule 2 hereto the following provisions shall apply.

- (a) The basic monthly salary as at **31.12.2009** of all employees in the above mentioned grades, covered and bound by this Agreement shall be increased by **12%** and shall thereafter be placed on the corresponding rupee point in the scales provided in **Schedule 1** hereto, if there is one or at the next higher point.
- (b) With effect from the **1st January 2011**, the monthly salaries of all employees will be further revised by the addition of **10%** to their salaries as at **31st December 2010**, and shall thereafter be placed on the corresponding rupee point in the scales provided in **Schedule 2**, if there is one or at the next higher point.
- (c) With effect from the **1st January 2012**, the monthly salaries of all employees will be further be revised by the addition of **8%** to their salaries as at **31st December 2011**, and shall thereafter be placed on the corresponding rupee point in the scales provided in **Schedule 2**, if there is one or at the next higher point.

4. Parties agree that, with effect from 1.4.2010 the payment of monthly Cost of Living allowance to employees shall be made, in the following manner.

- (a) The payment of monthly Cost of living allowance shall hereafter be made in terms of the New Colombo Consumers' Price index (hereinafter referred to as CCPI (N)) base year 2002.
- (b) The rate of payment per point shall hereafter be LKR 67/-.
- (c) During the continuance in force of this agreement in respect of each succeeding 3 month period commencing 1.4.2010 the monthly Cost of Living allowance payable to employees will be revised by adding to the amount paid in respect of the preceding 3 month period a sum equal to the difference in the CCPI (N) for such 3 month period multiplied by LKR. 67/-.
- (d) in order to convert and ascertain the base index figure in terms of the CCPI (n), the monthly Cost of Living allowance of RS. 11,238 per mensem paid to employees for the quarter ending March 2010 in terms of the old Colombo Consumers' Price Index (CCPI- base index 1952) shall be divided by LKR 67/-. Accordingly, parties agree that the new base index in terms of the CCPI (N) shall be 168/- (the actual being 167.73 rounded up to 168).
- (e) To ascertain the amount payable per mensem to each employee, the following formula shall apply.

E.g. CCPI (N) index for the 1st month in the quarter = N
CCPI (N) index for the 3rd month in the quarter = N1

Therefore, in order to ascertain the variance between the index figure the cost of living index figure for the 1st month shall be deducted from the index figure of the third month. i.e. N minus N1. That difference shall thereafter be added to the base index and multiplied by LKR 67/- to ascertain the Cost of Living payment per mensem for the following quarter.

E.g. To ascertain the Cost of Living index figure payable for the quarter commencing 1.4.2010, the CCPI (N) for
Dec 2009 of 231.5 less figure for Mar 2010 of 214.8 = variance 1.3

Therefore, in order to ascertain the payment the difference shall be added to the base index of 168 multiplied by LKR. 67/-. Accordingly, the monthly Cost of Living payment payable for the quarter April to June 2010 shall be LKR 11,343.10. In the event of an increase of a payment of the monthly Cost of Living for each quarter the increase index points based on which the Cost of Living payment was made shall be added to base index which in turn shall be considered as the new index.

- (f) In the event of a reduction of the CCPI (N) during any 3 month period, for which the monthly Cost of Living allowance was calculated in terms of this Agreement, an amount equal to the difference in the CCPI (N) in respect of such 3 month period multiplied by LKR 67/- shall be deducted from the monthly Cost of Living allowance payable in respect of the previous 3 months and the Cost of Living allowance shall be calculated and paid accordingly.

E.g. CCPI (N) January 2011 = 220
CCPI (N) March 2011 = 210
CCPI (N) figures are hypothetical)
The difference is therefore minus 10 points.

* To ascertain the amount to be deducted as set out above, the difference of 10 points shall be multiplied by LKR 67/- and deducted from the allowance paid in respect of the previous 3 months period.

(g) The Union specifically agrees that the monthly Cost of Living allowance paid in terms of the foregoing provisions shall only be applicable to those employees who were in receipt of such payment as at the date of signing this Agreement and whose names are & set out in **Schedule 3 - (Office)** to the Agreement.

(h) The Union also agrees that with the exception of employees referred to in clause (g) above, all other employees covered by this Agreement shall not receive the Cost of Living payment.

5. The annual increment date of all the employees will be the **1st of April each year.**

Schedule 2:

Effective 1st April 2010 annual increments would be granted as per the revised scale stipulated in **Schedule 2** hereto. This scale has been revised by increasing the lowest increment of LKR 55 to LKR 100 and the rest of the scales by same percentage being 81.81. (rounded up)

7. **Meal Allowance.**- Meal allowance given to employees will increase to LKR 50 from the existing LKR 25 which would be effective from 1st January 2010.

8. The union and the workmen covered by this agreement, jointly and severally agree that they shall not, during the operation of this agreement, resort to trade union action of any sort on any matter that is covered by this agreement.

9. In the event that a dispute may arise in respect of any matter not covered by this agreement the union and the workmen covered by this agreement agree that such dispute will be settled/ resolved in the manner provided below.

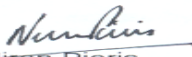
(a) Whenever there is a dispute that is not covered by this agreement, a written statement of the dispute should be forwarded by the Unions Branch Committee to the Company, and at least two weeks given for the Company to resolve the dispute.


(b) If no satisfactory solution is found, the matter should be referred to the Parent Union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.

(c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, the conciliatory proceedings under the Industrial Disputes Act shall be followed and parties shall endeavor to settle such dispute in accordance with the provisions of the industrial disputes act.

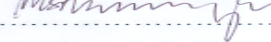
10. The provisions of this Agreement shall be effective from the 1st day of January 2010 and continue in force unless it is terminated by either party giving one month's notice in writing to the other provided however that neither party shall give such notice to the other before the 30th November 2012 and the provisions of the Agreement shall not stand terminated until the 31st December 2012.


In witness whereof the parties hereunder have set their hands on this **19th day of April**
Two Thousand and Ten.


Niran Pieris
Chief Executive Officer
For and on behalf of
Ceylon Oxygen Limited


Suranga Naullage
Chief Organizer
For and on behalf of the
Jathika Sewaka Sangamaya.

Witnesses:

1 
Name: Ms S. Thevarapperuma
Designation: Finance manager

2 
Name: Nimal Fernando
Designation : Branch President
JSS/ Ceylon Oxygen Ltd




CEYLON OXYGEN LIMITED
Director

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[illegible]

Schedule - 1 (Office Collective Agreement)

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Salary Scales of Drivers w.e.f. January 2010 to March 2010						
	Clerical I	Clerical II	Cleri.Higher	Cler.Special	Staff Off.	
	66	88	99	121	154	
51	14094	15369	16221	17682	19715	
52	14160	15457	16320	17803	19869	
53	14226	15545	16419	17924	20023	
54	14292	15633	16518	18045	20177	
55	14358	15721	16617	18166	20331	
56	14424	15809	16716	18287	20485	
57	14490	15897	16815	18408	20639	
58	14556	15985	16914	18529	20793	
59	14622	16073	17013	18650	20947	
60	14688	16161	17112	18771	21101	
61	14754	16249	17211	18892	21255	
62	14820	16337	17310	19013	21409	
63	14886	16425	17409	19134	21563	
64	14952	16513	17508	19255	21717	
65	15018	16601	17607	19376	21871	
66	15084	16689	17706	19497	22025	
67	15150	16777	17805	19618	22179	
68	15216	16865	17904	19739	22333	
69	15282	16953	18003	19860	22487	
70	15348	17041	18102	19981	22641	
71	15414	17129	18201	20102	22795	
72	15480	17217	18300	20223	22949	
73	15546	17305	18399	20344	23103	
74	15612	17393	18498	20465	23257	
75	15678	17481	18597	20586	23411	
76	15744	17569	18696	20707	23565	
77	15810	17657	18795	20828	23719	
78	15876	17745	18894	20949	23873	
79	15942	17833	18993	21070	24027	
80	16008	17921	19092	21191	24181	
81	16074	18009	19191	21312	24335	
82	16140	18097	19290	21433	24489	
83	16206	18185	19389	21554	24643	
84	16272	18273	19488	21675	24797	
85	16338	18361	19587	21796	24951	
86	16404	18449	19686	21917	25105	
87	16470	18537	19785	22038	25259	
88	16536	18625	19884	22159	25413	
89	16602	18713	19983	22280	25567	
90	16668	18801	20082	22401	25721	
91	16734	18889	20181	22522	25875	
92	16800	18977	20280	22643	26029	
93	16866	19065	20379	22764	26183	
94	16932	19153	20478	22885	26337	
95	16998	19241	20577	23006	26491	
96	17064	19329	20676	23127	26645	
97	17130	19417	20775	23248	26799	
98	17196	19505	20874	23369	26953	
99	17262	19593	20973	23490	27107	
100	17328	19681	21072	23611	27261	
	100x66	100x88	100x99	100x121	100x154	

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PART I: SEC. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 28.07.2010

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Salary Scales of Drivers w.e.f. January 2010 to March 2010									
Driver E			Driver D		Driver C		Driver B		Driver A
	66		77		88		99		110
51	14558		15317		16112		16968		17890
52	14624		15394		16200		17067		18000
53	14690		15471		16288		17166		18110
54	14756		15548		16376		17265		18220
55	14822		15625		16464		17364		18330
56	14888		15702		16552		17463		18440
57	14954		15779		16640		17562		18550
58	15020		15856		16728		17661		18660
59	15086		15933		16816		17760		18770
60	15152		16010		16904		17859		18880
61	15218		16087		16992		17958		18990
62	15284		16164		17080		18057		19100
63	15350		16241		17168		18156		19210
64	15416		16318		17256		18255		19320
65	15482		16395		17344		18354		19430
66	15548		16472		17432		18453		19540
67	15614		16549		17520		18552		19650
68	15680		16626		17608		18651		19760
69	15746		16703		17696		18750		19870
70	15812		16780		17784		18849		19980
71	15878		16857		17872		18948		20090
72	15944		16934		17960		19047		20200
73	16010		17011		18048		19146		20310
74	16076		17088		18136		19245		20420
75	16142		17165		18224		19344		20530
76	16208		17242		18312		19443		20640
77	16274		17319		18400		19542		20750
78	16340		17396		18488		19641		20860
79	16406		17473		18576		19740		20970
80	16472		17550		18664		19839		21080
81	16538		17627		18752		19938		21190
82	16604		17704		18840		20037		21300
83	16670		17781		18928		20136		21410
84	16736		17858		19016		20235		21520
85	16802		17935		19104		20334		21630
86	16868		18012		19192		20433		21740
87	16934		18089		19280		20532		21850
88	17000		18166		19368		20631		21960
89	17066		18243		19456		20730		22070
90	17132		18320		19544		20829		22180
91	17198		18397		19632		20928		22290
92	17264		18474		19720		21027		22400
93	17330		18551		19808		21126		22510
94	17396		18628		19896		21225		22620
95	17462		18705		19984		21324		22730
96	17528		18782		20072		21423		22840
97	17594		18859		20160		21522		22950
98	17660		18936		20248		21621		23060
99	17726		19013		20336		21720		23170
100	17792		19090		20424		21819		23280
	100x66		100x77		100x88		100x99		100x110

Schedule 2 - Office staff Grades & Scales - 2010

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Salary scales w.e.f April 2010

	120	160	180	220	280
	Clerical I	Clerical II	Cleri.Higher	Cler.Special	Staff Off
	Scale	Scale	Scale	Scale	Scale
1	10,794	10,969	11,271	11,632	12,015
2	10,914	11,129	11,451	11,852	12,295
3	11,034	11,289	11,631	12,072	12,575
4	11,154	11,449	11,811	12,292	12,855
5	11,274	11,609	11,991	12,512	13,135
6	11,394	11,769	12,171	12,732	13,415
7	11,514	11,929	12,351	12,952	13,695
8	11,634	12,089	12,531	13,172	13,975
9	11,754	12,249	12,711	13,392	14,255
10	11,874	12,409	12,891	13,612	14,535
11	11,994	12,569	13,071	13,832	14,815
12	12,114	12,729	13,251	14,052	15,095
13	12,234	12,889	13,431	14,272	15,375
14	12,354	13,049	13,611	14,492	15,655
15	12,474	13,209	13,791	14,712	15,935
16	12,594	13,369	13,971	14,932	16,215
17	12,714	13,529	14,151	15,152	16,495
18	12,834	13,689	14,331	15,372	16,775
19	12,954	13,849	14,511	15,592	17,055
20	13,074	14,009	14,691	15,812	17,335
21	13,194	14,169	14,871	16,032	17,615
22	13,314	14,329	15,051	16,252	17,895
23	13,434	14,489	15,231	16,472	18,175
24	13,554	14,649	15,411	16,692	18,455
25	13,674	14,809	15,591	16,912	18,735
26	13,794	14,969	15,771	17,132	19,015
27	13,914	15,129	15,951	17,352	19,295
28	14,034	15,289	16,131	17,572	19,575
29	14,154	15,449	16,311	17,792	19,855
30	14,274	15,609	16,491	18,012	20,135
31	14,394	15,769	16,671	18,232	20,415
32	14,514	15,929	16,851	18,452	20,695
33	14,634	16,089	17,031	18,672	20,975
34	14,754	16,249	17,211	18,892	21,255
35	14,874	16,409	17,391	19,112	21,535
36	14,994	16,569	17,571	19,332	21,815
37	15,114	16,729	17,751	19,552	22,095
38	15,234	16,889	17,931	19,772	22,375
39	15,354	17,049	18,111	19,992	22,655
40	15,474	17,209	18,291	20,212	22,935
41	15,594	17,369	18,471	20,432	23,215
42	15,714	17,529	18,651	20,652	23,495
43	15,834	17,689	18,831	20,872	23,775
44	15,954	17,849	19,011	21,092	24,055
45	16,074	18,009	19,191	21,312	24,335
46	16,194	18,169	19,371	21,532	24,615
47	16,314	18,329	19,551	21,752	24,895
48	16,434	18,489	19,731	21,972	25,175
49	16,554	18,649	19,911	22,192	25,455
50	16,674	18,809	20,091	22,412	25,735

Schedule 2 - Office staff Grades & Scales - 2010

Page 2 of 4

Salary scales w.e.f April 2010

	120	160	180	220	280
Clerical I	Clerical II	Cleri.Higher	Cler.Special	Staff Off	
Scale	Scale	Scale	Scale	Scale	
51	16,794	18,969	20,271	22,632	26,015
52	16,914	19,129	20,451	22,852	26,295
53	17,034	19,289	20,631	23,072	26,575
54	17,154	19,449	20,811	23,292	26,855
55	17,274	19,609	20,991	23,512	27,135
56	17,394	19,769	21,171	23,732	27,415
57	17,514	19,929	21,351	23,952	27,695
58	17,634	20,089	21,531	24,172	27,975
59	17,754	20,249	21,711	24,392	28,255
60	17,874	20,409	21,891	24,612	28,535
61	17,994	20,569	22,071	24,832	28,815
62	18,114	20,729	22,251	25,052	29,095
63	18,234	20,889	22,431	25,272	29,375
64	18,354	21,049	22,611	25,492	29,655
65	18,474	21,209	22,791	25,712	29,935
66	18,594	21,369	22,971	25,932	30,215
67	18,714	21,529	23,151	26,152	30,495
68	18,834	21,689	23,331	26,372	30,775
69	18,954	21,849	23,511	26,592	31,055
70	19,074	22,009	23,691	26,812	31,335
71	19,194	22,169	23,871	27,032	31,615
72	19,314	22,329	24,051	27,252	31,895
73	19,434	22,489	24,231	27,472	32,175
74	19,554	22,649	24,411	27,692	32,455
75	19,674	22,809	24,591	27,912	32,735
76	19,794	22,969	24,771	28,132	33,015
77	19,914	23,129	24,951	28,352	33,295
78	20,034	23,289	25,131	28,572	33,575
79	20,154	23,449	25,311	28,792	33,855
80	20,274	23,609	25,491	29,012	34,135
81	20,394	23,769	25,671	29,232	34,415
82	20,514	23,929	25,851	29,452	34,695
83	20,634	24,089	26,031	29,672	34,975
84	20,754	24,249	26,211	29,892	35,255
85	20,874	24,409	26,391	30,112	35,535
86	20,994	24,569	26,571	30,332	35,815
87	21,114	24,729	26,751	30,552	36,095
88	21,234	24,889	26,931	30,772	36,375
89	21,354	25,049	27,111	30,992	36,655
90	21,474	25,209	27,291	31,212	36,935
91	21,594	25,369	27,471	31,432	37,215
92	21,714	25,529	27,651	31,652	37,495
93	21,834	25,689	27,831	31,872	37,775
94	21,954	25,849	28,011	32,092	38,055
95	22,074	26,009	28,191	32,312	38,335
96	22,194	26,169	28,371	32,532	38,615
97	22,314	26,329	28,551	32,752	38,895
98	22,434	26,489	28,731	32,972	39,175
99	22,554	26,649	28,911	33,192	39,455
100	22,674	26,809	29,091	33,412	39,735

Schedule - 2 Office staff Grades & Scales 2010
Salary Scales of Drivers w.e.f. April 2010

Page 3 of 4

	120	140	160	180	200
Driver E	Driver D	Driver C	Driver B	Driver A	
Scale	Scale	Scale	Scale	Scale	
1	11,258	11,467	11,712	12,018	12,390
2	11,378	11,607	11,872	12,198	12,590
3	11,498	11,747	12,032	12,378	12,790
4	11,618	11,887	12,192	12,558	12,990
5	11,738	12,027	12,352	12,738	13,190
6	11,858	12,167	12,512	12,918	13,390
7	11,978	12,307	12,672	13,098	13,590
8	12,098	12,447	12,832	13,278	13,790
9	12,218	12,587	12,992	13,458	13,990
10	12,338	12,727	13,152	13,638	14,190
11	12,458	12,867	13,312	13,818	14,390
12	12,578	13,007	13,472	13,998	14,590
13	12,698	13,147	13,632	14,178	14,790
14	12,818	13,287	13,792	14,358	14,990
15	12,938	13,427	13,952	14,538	15,190
16	13,058	13,567	14,112	14,718	15,390
17	13,178	13,707	14,272	14,898	15,590
18	13,298	13,847	14,432	15,078	15,790
19	13,418	13,987	14,592	15,258	15,990
20	13,538	14,127	14,752	15,438	16,190
21	13,658	14,267	14,912	15,618	16,390
22	13,778	14,407	15,072	15,798	16,590
23	13,898	14,547	15,232	15,978	16,790
24	14,018	14,687	15,392	16,158	16,990
25	14,138	14,827	15,552	16,338	17,190
26	14,258	14,967	15,712	16,518	17,390
27	14,378	15,107	15,872	16,698	17,590
28	14,498	15,247	16,032	16,878	17,790
29	14,618	15,387	16,192	17,058	17,990
30	14,738	15,527	16,352	17,238	18,190
31	14,858	15,667	16,512	17,418	18,390
32	14,978	15,807	16,672	17,598	18,590
33	15,098	15,947	16,832	17,778	18,790
34	15,218	16,087	16,992	17,958	18,990
35	15,338	16,227	17,152	18,138	19,190
36	15,458	16,367	17,312	18,318	19,390
37	15,578	16,507	17,472	18,498	19,590
38	15,698	16,647	17,632	18,678	19,790
39	15,818	16,787	17,792	18,858	19,990
40	15,938	16,927	17,952	19,038	20,190
41	16,058	17,067	18,112	19,218	20,390
42	16,178	17,207	18,272	19,398	20,590
43	16,298	17,347	18,432	19,578	20,790
44	16,418	17,487	18,592	19,758	20,990
45	16,538	17,627	18,752	19,938	21,190
46	16,658	17,767	18,912	20,118	21,390
47	16,778	17,907	19,072	20,298	21,590
48	16,898	18,047	19,232	20,478	21,790
49	17,018	18,187	19,392	20,658	21,990
50	17,138	18,327	19,552	20,838	22,190

Schedule - 2 Office staff Grades & Scales 2010
Salary Scales of Drivers w.e.f. April 2010

Page 4 of 4

	120	140	160	180	200
Driver E	Driver D	Driver C	Driver B	Driver A	
Scale	Scale	Scale	Scale	Scale	
51	17,258	18,467	19,712	21,018	22,390
52	17,378	18,607	19,872	21,198	22,590
53	17,498	18,747	20,032	21,378	22,790
54	17,618	18,887	20,192	21,558	22,990
55	17,738	19,027	20,352	21,738	23,190
56	17,858	19,167	20,512	21,918	23,390
57	17,978	19,307	20,672	22,098	23,590
58	18,098	19,447	20,832	22,278	23,790
59	18,218	19,587	20,992	22,458	23,990
60	18,338	19,727	21,152	22,638	24,190
61	18,458	19,867	21,312	22,818	24,390
62	18,578	20,007	21,472	22,998	24,590
63	18,698	20,147	21,632	23,178	24,790
64	18,818	20,287	21,792	23,358	24,990
65	18,938	20,427	21,952	23,538	25,190
66	19,058	20,567	22,112	23,718	25,390
67	19,178	20,707	22,272	23,898	25,590
68	19,298	20,847	22,432	24,078	25,790
69	19,418	20,987	22,592	24,258	25,990
70	19,538	21,127	22,752	24,438	26,190
71	19,658	21,267	22,912	24,618	26,390
72	19,778	21,407	23,072	24,798	26,590
73	19,898	21,547	23,232	24,978	26,790
74	20,018	21,687	23,392	25,158	26,990
75	20,138	21,827	23,552	25,338	27,190
76	20,258	21,967	23,712	25,518	27,390
77	20,378	22,107	23,872	25,698	27,590
78	20,498	22,247	24,032	25,878	27,790
79	20,618	22,387	24,192	26,058	27,990
80	20,738	22,527	24,352	26,238	28,190
81	20,858	22,667	24,512	26,418	28,390
82	20,978	22,807	24,672	26,598	28,590
83	21,098	22,947	24,832	26,778	28,790
84	21,218	23,087	24,992	26,958	28,990
85	21,338	23,227	25,152	27,138	29,190
86	21,458	23,367	25,312	27,318	29,390
87	21,578	23,507	25,472	27,498	29,590
88	21,698	23,647	25,632	27,678	29,790
89	21,818	23,787	25,792	27,858	29,990
90	21,938	23,927	25,952	28,038	30,190
91	22,058	24,067	26,112	28,218	30,390
92	22,178	24,207	26,272	28,398	30,590
93	22,298	24,347	26,432	28,578	30,790
94	22,418	24,487	26,592	28,758	30,990
95	22,538	24,627	26,752	28,938	31,190
96	22,658	24,767	26,912	29,118	31,390
97	22,778	24,907	27,072	29,298	31,590
98	22,898	25,047	27,232	29,478	31,790
99	23,018	25,187	27,392	29,658	31,990
100	23,138	25,327	27,552	29,838	32,190

SCHEDULE 3

OFFICE STAFF ENTITLED FOR COST OF LIVING

	PF NO.	NAME	DESIGNATION
1	149	S.A.D.J. PERIES	CHIEF STORE KEEPER - SP SKILLED
2	251	B.L. KARUNATHILAKE	CYLINDER CHECKER - SP - GRADE
3	293	H G DHARMADASA	CYLINDER CHECKER - GR -11
4	449	A.R. PERERA	QUALITY ASSUARANCE ASSISTANT
5	504	K.U.K. SILVA	GENERAL CLERK
6	554	M. JAYASIRI	CYLINDER CHECKER - GRADE 11
7	578	P.V.C. GUNewardena	DRIVER B
8	589	N.B. FERNANDO	PROCUREMENT CLERK - HIGHER GRADE
9	590	M.A.S.P. PERERA	STORE KEEPER HIGHER GRADE
10	592	UPUL LAKSIRI	CLERICAL HIGHER GRADE
11	626	N.L. PERERA	MULTI DUTY CLERK/FORK LIFT OPE- HIGHER GRADE
12	631	K.A.D.R. UPALI	SUPERVISOUR-TRANSPORT
13	692	W J HILLARY	CYLINDER CHECKER HIGHER GRADE
14	701	G.H. UPUL ROHAN	DRIVER B
15	789	K.S.B.K. FERNANDO	GENERAL CLERK GRADE - 1
16	791	W.A.S.S. PERERA	ACCOUNTS CLERK - HIGHER GRADE

08-239

My No.: Cl / Plantation/06/2010.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Chilaw Plantations Limited, P.o. Box. No. 281, BCC Building, Hulftsdorp Mills, Meeraniya Street, Colombo 12 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 01st March, 2010, regarding the Plantations Clerical Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
21st July, 2010.

Collective Agreement No. 32 of 2010

COLLECTIVE AGREEMENT - CLERICAL STAFF

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at P.o. Box. No. 281, BCC Building, Hulftsdorp Mills, Meeraniya Street, Colombo 12 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 the 1st Day of March, 2010, witnesseth as follows:

1. **Title.**- This Agreement shall be known as the Chilaw Plantations Clerical Staff Collective Agreement.
2. **Employers Covered and Bound.**- This Agreement shall bind Chilaw Plantations Limited and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Unions and Employees Covered and Bound.**- This Agreement shall cover and bind the members of the aforesaid Union, who are employed by Chilaw Plantations Limited on monthly contracts of employment in respect of whom salary ranges are prescribed in Schedule I hereon.

4. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. **Date of Operation and Duration.**— Subject to any provisions to the contrary, this Agreement shall be effective from the First day of August, 2009 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Dispute Act, subject to the condition that no party shall give notice to the other before 31st July, 2014.

6. **General Terms and Conditions.**— (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement –

(ii) Grading of employees covered shall be at the discretion of the Employer.

(iii) Upon completion of 10 years satisfactory service under the same employer, Junior Clerks shall be re-designated as Clerks.

7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.

8. **First Appointment.**— No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G. C.E. (Ordinary level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at work.**— Unless otherwise 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 and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.**—

(i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.

(ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity he will not be required to serve a period of probation.

(iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1500/=) 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.**— (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2009 shall be as follows:

(i) With effect from 01.08.2009, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500/-. Provided, however, in respect of the period August 2009 to February 2010 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.) and accordingly, a sum of Rs. 17,500/- will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service as at 31st July 2009, as National Arrears on the following basis.

(a) A sum of Rs. 8,750/- will be paid on 01 April 2010.

(b) The balance sum of Rs. 8,750/- will be paid on 1st June 2010.

- (ii) In addition, the cost of living allowance (COLA) in respect of the month of July 2009 of a sum of Rs. 8,606/- will be consolidated into the salaries with effect from August 2009. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iii) In terms of the above salary revision, the salary scales applicable will accordingly be revised to salary ranges as per schedule I of this agreement.
- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the corresponding point in monetary terms on the current salary applicable to his/her grade as set out in schedule II hereof.

Arrears on cola

- (v) (a) The Employer shall pay a sum of Rs. 4377.40 being difference between Rs. 8152.00 (frozen COLA for the month of April 2008) and the monthly COLA payable on the CCPI from May 2008 to July 2009 in terms of Collective Agreement of 1st August 2004
- (b) The Employer shall also pay a sum of Rs. 3178.00 being the difference between Rs. 8606.00 (COLA for July 2009 consolidated into salaries with effect from August 2009) in terms of (ii) above & RS. 8152.00 (frozen COLA) paid monthly upto signing of this Agreement in February 2010.
- (c) Accordingly, the total sum of Rs 7555.40 in terms v (a) and (b) above will be paid to all employees covered and bound by this agreement and who is in employment as at the date of signing of this agreement and who has also been in service as at 31st July 2009.
- (d) The sum of Rs. 7555.40 in terms of (c) above will be paid along with salaries for the month of March 2010.
- (e) Contributions to EPF, ETF and to the Staff Medical Fund in respect of each employee shall be made in respect of this payment of Rs. 7555.40.
- (vi) With effect from 01 August 2012, 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 of Rupees One Thousand Five Hundred (Rs. 1,500/-) of the monthly salary payable to each such employee as at July 2012.
- (vii) In the case of Stenographers/Clerks and Storekeepers/Clerks who are presently entitled to an allowance on account of work as a Stenographers or Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. 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.

2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong:

	Rs.
Junior Clerk	...
Clerk	1,020
Senior Clerk	...
Chief Clerk	1,080
Special Grade Chief Clerk/ Administrative Officer	...
	1,260
	1,380
	1,440

(b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. **Overtime.** - If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Overtime work shall be remunerated at one and a half times the normal hourly rate.

13. **Weekly, statutory and poya holidays.** - An employee will be entitled to holidays as provided for in the Shop & Office Employee act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

14. **Leave.** - (1) Annual Leave and Casual Leave shall be granted as prescribed in the Shop & Office Employee Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit; this right shall not extend to any employee recruited after 21st December, 1994.

- (2) **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 upto two days at a time without the submission of a Medical Certificate. For leave more than two days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.

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.

In the case of an employee whose terms presently permit a higher quantum of sick leave he/She shall be permitted to continue to enjoy such concession as personal to him/her.

(3) **Casual Leave.** - All employees shall be entitled in each year to a maximum of seven (07) days Casual leave with full pay, not more than three (03) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

15. **Gratuity.** - Gratuity shall be payable in accordance with the Payment of Gratuity Act, No. 12 of 1983.

16. **Age of Retirement.** - (i) Unless the letter of appointment specifies a higher retrial age, the age of retirement shall be 58 years.

- (ii) However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.

- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one-year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

17. **Suspension as a measure of Punishment.** -

- (1) 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.
- (2) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

18. **Suspension pending Disciplinary Inquiries.** -

- (1) 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.
- (2) 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.
- (3) 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.–

- (1) Transfers not involving hardship in relation 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.
- (2) 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 the end of the year with three months' notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) 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.–

- (1) Annual increments shall be granted automatically on completion of a 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.
- (2) An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified in writing or 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.–

- (1) 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 the 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.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) 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.
- (4) 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.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

- (7) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

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 employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade Union action on any matter covered by this Agreement or is connected therewith.

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 their Union duties require.
2. Where any disputes arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two office bearers shall not exceed twelve days in any one year.

PART II

1. The employer undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation of estates or divisions.

2. **Electricity.-** Free Electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Senior staff	-	140 units
Junior staff	-	100 units
Other/Minor staff	-	75 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

- Kerosene - Employer shall provide 15 litres Kerosene per mensem to those employees including future recruits resident on estates/divisions without electricity.

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. 25,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid a 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.

3. If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.


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 at Rs. 1.00 to members of estate staff (including future recruits) irrespective of what they had been enjoying in the past.


24. Interpretation

Word	Meaning
Union	means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the industrial Disputes Act.
Employer	means a company who has subscribed to this agreement and is referred to as the Party of the first Part of this Agreement
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.


Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this First day of March Two Thousand & Ten



Panduka Jayasinghe
Chairman/CEO
for and on behalf of Chilaw
Plantations Limited


P Ramasivaya
President
Ceylon Estate Staffs' Union


Sri Lal Gunasekera
General Manager
for and on behalf of Chilaw
Plantations Limited

Witnesses


S Baskaran
AGM Administration
for and on behalf of Chilaw
Plantations Limited


Nath Amarasinghe
General Secretary
Ceylon Estates Staffs' Union


Rohan Ratnayake
Senior Accountant
Chilaw Plantations Limited


D K Jayawardene
Vice President
Ceylon Estates Staffs' Union

Schedule I - clerical Staff Salary Ranges

Junior Clerk	Clerk	Senior Clerk	Chief Clerk
Rs. 15,606.00	Rs. 15,776.00	Rs. 15,946.00	Rs. 16,730.00
Annual Increment Rs. 175.00	Annual Increment Rs. 200.00	Annual Increment Rs. 250.00	Annual Increment Rs. 300.00

Schedule II – Junior Clerk

Stage	Current Salary	Salary Revision [2500 + 8606]	Placement on Salary Range
	Rs.	Rs.	Rs.
1	4,500.00	11,106.00	15,606.00
2	4,575.00	11,106.00	15,681.00
3	4,650.00	11,106.00	15,756.00
4	4,725.00	11,106.00	15,831.00
5	4,800.00	11,106.00	15,906.00
6	4,875.00	11,106.00	15,981.00
7	4,950.00	11,106.00	16,056.00
8	5,025.00	11,106.00	16,131.00
9	5,100.00	11,106.00	16,206.00
10	5,175.00	11,106.00	16,281.00
11	5,250.00	11,106.00	16,356.00
12	5,325.00	11,106.00	16,431.00
13	5,400.00	11,106.00	16,506.00
14	5,475.00	11,106.00	16,581.00
15	5,550.00	11,106.00	16,656.00
16	5,625.00	11,106.00	16,731.00
17	5,700.00	11,106.00	16,806.00
18	5,775.00	11,106.00	16,881.00
19	5,850.00	11,106.00	16,956.00
20	5,925.00	11,106.00	17,031.00
21	6,000.00	11,106.00	17,106.00
22	6,075.00	11,106.00	17,181.00
23	6,150.00	11,106.00	17,256.00
24	6,225.00	11,106.00	17,331.00
25	6,300.00	11,106.00	17,406.00
26	6,375.00	11,106.00	17,481.00
27	6,450.00	11,106.00	17,556.00
28	6,525.00	11,106.00	17,631.00
29	6,600.00	11,106.00	17,706.00
30	6,675.00	11,106.00	17,781.00
31	6,750.00	11,106.00	17,856.00
32	6,825.00	11,106.00	17,931.00
33	6,900.00	11,106.00	18,006.00
34	6,975.00	11,106.00	18,081.00
35	7,050.00	11,106.00	18,156.00
36	7,125.00	11,106.00	18,231.00
37	7,200.00	11,106.00	18,306.00
38	7,275.00	11,106.00	18,381.00
39	7,350.00	11,106.00	18,456.00
40	7,425.00	11,106.00	18,531.00
41	7,500.00	11,106.00	18,606.00
42	7,575.00	11,106.00	18,681.00
43	7,650.00	11,106.00	18,756.00
44	7,725.00	11,106.00	18,831.00
45	7,800.00	11,106.00	18,906.00
46	7,875.00	11,106.00	18,981.00
47	7,950.00	11,106.00	19,056.00
48	8,025.00	11,106.00	19,131.00
49	8,100.00	11,106.00	19,206.00
50	8,175.00	11,106.00	19,281.00
51	8,250.00	11,106.00	19,356.00

Schedule II - Clerk

Stage	Current Salary	Salary Revision [2500 + 8606]	Placement on Salary Range
	Rs.	Rs.	Rs.
1	4,670.00	11,106.00	15,776.00
2	4,770.00	11,106.00	15,876.00
3	4,870.00	11,106.00	15,976.00
4	4,970.00	11,106.00	16,076.00
5	5,070.00	11,106.00	16,176.00
6	5,170.00	11,106.00	16,276.00
7	5,270.00	11,106.00	16,376.00
8	5,370.00	11,106.00	16,476.00
9	5,470.00	11,106.00	16,576.00
10	5,570.00	11,106.00	16,676.00
11	5,670.00	11,106.00	16,776.00
12	5,770.00	11,106.00	16,876.00
13	5,870.00	11,106.00	16,976.00
14	5,970.00	11,106.00	17,076.00
15	6,070.00	11,106.00	17,176.00
16	6,170.00	11,106.00	17,276.00
17	6,270.00	11,106.00	17,376.00
18	6,370.00	11,106.00	17,476.00
19	6,470.00	11,106.00	17,576.00
20	6,570.00	11,106.00	17,676.00
21	6,670.00	11,106.00	17,776.00
22	6,770.00	11,106.00	17,876.00
23	6,870.00	11,106.00	17,976.00
24	6,970.00	11,106.00	18,076.00
25	7,070.00	11,106.00	18,176.00
26	7,170.00	11,106.00	18,276.00
27	7,270.00	11,106.00	18,376.00
28	7,370.00	11,106.00	18,476.00
29	7,470.00	11,106.00	18,576.00
30	7,570.00	11,106.00	18,676.00
31	7,670.00	11,106.00	18,776.00
32	7,770.00	11,106.00	18,876.00
33	7,870.00	11,106.00	18,976.00
34	7,970.00	11,106.00	19,076.00
35	8,070.00	11,106.00	19,176.00
36	8,170.00	11,106.00	19,276.00
37	8,270.00	11,106.00	19,376.00
38	8,370.00	11,106.00	19,476.00
39	8,470.00	11,106.00	19,576.00
40	8,570.00	11,106.00	19,676.00
41	8,670.00	11,106.00	19,776.00
42	8,770.00	11,106.00	19,876.00
43	8,870.00	11,106.00	19,976.00
44	8,970.00	11,106.00	20,076.00
45	9,070.00	11,106.00	20,176.00
46	9,170.00	11,106.00	20,276.00
47	9,270.00	11,106.00	20,376.00
48	9,370.00	11,106.00	20,476.00
49	9,470.00	11,106.00	20,576.00
50	9,570.00	11,106.00	20,676.00
51	9,670.00	11,106.00	20,776.00

Schedule II – Senior Clerk

Stage	Current Salary Rs.	Salary Revision [2500 + 8606] Rs.	Placement on Salary Range Rs.
1	4,840.00	11,106.00	15,946.00
2	4,990.00	11,106.00	16,096.00
3	5,140.00	11,106.00	16,246.00
4	5,290.00	11,106.00	16,396.00
5	5,440.00	11,106.00	16,546.00
6	5,590.00	11,106.00	16,696.00
7	5,740.00	11,106.00	16,846.00
8	5,890.00	11,106.00	16,996.00
9	6,040.00	11,106.00	17,146.00
10	6,190.00	11,106.00	17,296.00
11	6,340.00	11,106.00	17,446.00
12	6,490.00	11,106.00	17,596.00
13	6,640.00	11,106.00	17,746.00
14	6,790.00	11,106.00	17,896.00
15	6,940.00	11,106.00	18,046.00
16	7,090.00	11,106.00	18,196.00
17	7,240.00	11,106.00	18,346.00
18	7,390.00	11,106.00	18,496.00
19	7,540.00	11,106.00	18,646.00
20	7,690.00	11,106.00	18,796.00
21	7,840.00	11,106.00	18,946.00
22	7,990.00	11,106.00	19,096.00
23	8,140.00	11,106.00	19,246.00
24	8,290.00	11,106.00	19,396.00
25	8,440.00	11,106.00	19,546.00
26	8,590.00	11,106.00	19,696.00
27	8,740.00	11,106.00	19,846.00
28	8,890.00	11,106.00	19,996.00
29	9,040.00	11,106.00	20,146.00
30	9,190.00	11,106.00	20,296.00
31	9,340.00	11,106.00	20,446.00
32	9,490.00	11,106.00	20,596.00
33	9,640.00	11,106.00	20,746.00
34	9,790.00	11,106.00	20,896.00
35	9,940.00	11,106.00	21,046.00
36	10,090.00	11,106.00	21,196.00
37	10,240.00	11,106.00	21,346.00
38	10,390.00	11,106.00	21,496.00
39	10,540.00	11,106.00	21,646.00
40	10,690.00	11,106.00	21,796.00
41	10,840.00	11,106.00	21,946.00
42	10,990.00	11,106.00	22,096.00
43	11,140.00	11,106.00	22,246.00
44	11,290.00	11,106.00	22,396.00
45	11,440.00	11,106.00	22,546.00
46	11,590.00	11,106.00	22,696.00
47	11,740.00	11,106.00	22,846.00
48	11,890.00	11,106.00	22,996.00
49	12,040.00	11,106.00	23,146.00
50	12,190.00	11,106.00	23,296.00
51	12,340.00	11,106.00	23,446.00

Schedule II - Chief Clerk

Stage	Current Salary	Salary Revision [2500 + 8606]	Placement on Salary Range
	Rs.	Rs.	Rs.
1	5,625.00	11,106.00	16,731.00
2	5,825.00	11,106.00	16,931.00
3	6,025.00	11,106.00	17,131.00
4	6,225.00	11,106.00	17,331.00
5	6,425.00	11,106.00	17,531.00
6	6,625.00	11,106.00	17,731.00
7	6,825.00	11,106.00	17,931.00
8	7,025.00	11,106.00	18,131.00
9	7,225.00	11,106.00	18,331.00
10	7,425.00	11,106.00	18,531.00
11	7,625.00	11,106.00	18,731.00
12	7,825.00	11,106.00	18,931.00
13	8,025.00	11,106.00	19,131.00
14	8,225.00	11,106.00	19,331.00
15	8,425.00	11,106.00	19,531.00
16	8,625.00	11,106.00	19,731.00
17	8,825.00	11,106.00	19,931.00
18	9,025.00	11,106.00	20,131.00
19	9,225.00	11,106.00	20,331.00
20	9,425.00	11,106.00	20,531.00
21	9,625.00	11,106.00	20,731.00
22	9,825.00	11,106.00	20,931.00
23	10,025.00	11,106.00	21,131.00
24	10,225.00	11,106.00	21,331.00
25	10,425.00	11,106.00	21,531.00
26	10,625.00	11,106.00	21,731.00
27	10,825.00	11,106.00	21,931.00
28	11,025.00	11,106.00	22,131.00
29	11,225.00	11,106.00	22,331.00
30	11,425.00	11,106.00	22,531.00
31	11,625.00	11,106.00	22,731.00
32	11,825.00	11,106.00	22,931.00
33	12,025.00	11,106.00	23,131.00
34	12,225.00	11,106.00	23,331.00
35	12,425.00	11,106.00	23,531.00
36	12,625.00	11,106.00	23,731.00
37	12,825.00	11,106.00	23,931.00
38	13,025.00	11,106.00	24,131.00
39	13,225.00	11,106.00	24,331.00
40	13,425.00	11,106.00	24,531.00
41	13,625.00	11,106.00	24,731.00
42	13,825.00	11,106.00	24,931.00
43	14,025.00	11,106.00	25,131.00
44	14,225.00	11,106.00	25,331.00
45	14,425.00	11,106.00	25,531.00
46	14,625.00	11,106.00	25,731.00
47	14,825.00	11,106.00	25,931.00
48	15,025.00	11,106.00	26,131.00
49	15,225.00	11,106.00	26,331.00
50	15,425.00	11,106.00	26,531.00
51	15,625.00	11,106.00	26,731.00

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Chilaw Plantations Limited, P.o. Box. No. 281, BCC Building, Hulftsdorp Mills, Meeraniya Street, Colombo 12 of the one part and the Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 01st March, 2010, regarding the Plantations Maintenance and Support Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
21st July, 2010.

Collective Agreement No. 33 of 2010

COLLECTIVE AGREEMENT - MAINTENANCE AND SUPPORT STAFF

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at P.O. Box. No. 281, BCC Building, Hulftsdorp Mills, Meeraniya Street, Colombo 12 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 the 1st Day of March, 2010 :

WITNESSETH AS FOLLOWS

1. **Title.**- This Agreement shall be known as the Chilaw Plantations Collective Agreement for Maintenance and Support Staff.
2. **Employers Covered and Bound.**- This Agreement shall bind Chilaw Plantations Limited and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Union and Employees Covered and Bound.**- This Agreement shall cover and bind the members of the aforesaid Union, who are employed by Chilaw Plantations Limited on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule I hereof.
4. **Earlier Agreements.**- The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**- Subject to any provisions to the contrary, this Agreement shall be effective from the First day of August, 2009 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July, 2014.
6. **General Terms and Conditions.**- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
(ii) Grading of employees covered shall be at the discretion of the Employer.
7. **Probation.**- On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.
8. **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 and shall thereafter remain available for work throughout the normal working hours.

9. **Salaries.**— (1) The salaries payable to the employees covered and bound by this agreement with effect from 01st August 2009 shall be as follows:

- (i) With effect from 01.08.2009, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500/-. Provided, however, in respect of the period August 2009 to February 2010 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.) and accordingly, a sum of Rs. 17,500/- will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this agreement and who has also been in service as at 31st July 2009, as notional arrears on the following basis:-

- (a) A sum of Rs. 8,750/- will be paid on 01st April 2010.

- (b) The balance sum of Rs. 8,750/- will be paid on 01st June 2010.

- (ii) In addition, the cost of living allowance (COLA) in respect of the month of July 2009 of a sum of Rs. 8,606/- will be consolidated into the salaries with effect from August 2009. Consequent to the full consolidation of COLA into salaries the parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.

- (iii) In terms of the above salary revision, the salary scales applicable will accordingly be revised to salary ranges as per Schedule I of this Agreement.

- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the corresponding point in monetary terms on the current salary applicable to his/her grade as set out in Schedule II hereof.

Arrears on cola

- (v)(a) The Employer shall pay a sum of Rs. 4377.40 being the difference between Rs. 8,152.00 (frozen COLA for the month of April 2008). and the monthly COLA payable on the CCPI from May 2008 to July 2009 in terms of Collective Agreement of 01st August 2004.

- (b) The Employer shall also pay a sum of Rs. 3,178.00 being the difference between Rs. 8,606.00 (COLA for July 2009 consolidated into salaries with effect from August 2009) in terms of (ii) above & Rs. 8,152.00 (frozen COLA) paid monthly upto signing of this Agreement in February 2010.

- (c) Accordingly, the total sum of Rs 7,555.40 in terms v (a) and (b) above will be paid to all employees covered and bound by this agreement and who is in employment as at the date of signing of this agreement and who has also been in service as at 31st July 2009.

- (d) The sum of Rs. 7,555.40 in terms of (c) above will be paid along with salaries for the month of March 2010.

- (e) Contributions to EPF, ETF and to the Staff Medical Fund in respect of each employee shall be made in respect of this payment of Rs. 7,555.40.

- (vi) With effect from 01st August 2012, 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 of Rupees One Thousand Five Hundred (Rs. 1,500/-) of the monthly salary payable to each such employee as at July 2012.

- (vii) Employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive Rs. 864/- as rent allowance. In the event of any person not occupying quarters provided by the employer such person shall be liable to disciplinary action.

10. **Hours of work and overtime.**— The decision of the relevant Wages Board shall apply.

11. **Leave.**— (1) **Annual Leave** - Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit; this right shall not extend to any employee recruited after 21st December, 1994.

- (2) **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 upto two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (3) **Casual Leave.**— Employees if they are presently enjoying same shall be entitled in each year to a maximum of seven (07) days Casual leave with full pay, not more than three (03) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

(4) Employees shall be allowed Public Holidays to which they are entitled by the Decision of the relevant Wages Board.

12. **Gratuity.**— Gratuity shall be payable in accordance with the Payment of Gratuity Act, No. 12 of 1983.

13. **Age of Retirement.**— (i) Unless the letter of appointment specifies a higher retiral age, the age of retirement shall be 58 years.
- (ii) However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year’s notice in writing or pay one year’s salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one-year period, which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

14. *Suspension as a measure of Punishment*

- (1) 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.
- (2) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

15. *Suspension pending Disciplinary Inquiries*

- (1) 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.
- (2) 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.
- (3) 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.

16. *Administrative Transfers*

- (1) Transfers not involving hardship in relation 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.
- (2) 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 the end of the year with three months’ notice in writing.

- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) 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.

17. *Annual Increments.*—

- (1) Annual increments shall be granted automatically on completion of a 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.
- (2) 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.

18. *Disciplinary Inquiries.*—

- (1) 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 the 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.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (3) 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.
- (4) 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.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the Inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The employer shall endeavor to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
- (7) Notwithstanding the above provisions, an employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the employer or to the appropriate forum.

19. *Variations of terms and conditions of Employment and Disputes*

- (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
- (2) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as

personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.

- (3) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
- (4) It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

20. *Duty Leave*

- (1) Subject to the approval of their respective employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (4) By arrangement with their respective employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

PART II

1. The Kurunegale Plantations Limited covered and bound by this Agreement undertakes to discuss with the Union to resolve any issues relevant to employees in a situation of amalgamation/subleasing of estates/divisions.

2. **Electricity.** - Free Electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Senior staff	-	140 units
Junior staff	-	100 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene - Employer shall provide 15 litres Kerosene per mensem to those employees resident on estates/divisions without electricity.

3. *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. 25,000/- as funeral expenses.
- (2) The dependants of the deceased staff member will be paid a 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
- (3) If quarters are not provided to the deceased staff member, the dependents 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 to members of estates staff (including future recruits) at a cost of Rs. 1/- per nut irrespective of what they had been enjoying in the past.

21. Interpretation

Word Meaning

Union means the Union referred to as the Party of the Second Part in this Agreement.

Dispute Shall have the same meaning as in the Industrial Disputes Act.


Employer means a company who has subscribed to this Agreement and is referred to in Schedule I hereof.


Week means the period between midnight on any Saturday and midnight on the succeeding Sunday night.


Year means a continuous period of 12 months.

Gender A reference to the masculine gender shall include the feminine as well.


In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this First day of March Two Thousand & Ten



.....
Panduka Jayasinghe
Chairman/CEO
for and on behalf of Chilaw
Plantations Limited



.....
P Ramasivam
President
Ceylon Estate Staffs' Union

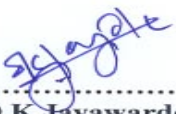

.....
Sri Lal Gunasekera
General Manager
for and on behalf of Chilaw
Plantations Limited

Witnesses


.....
S Baskaran
AGM Administration
for and on behalf of Chilaw
Plantations Limited


.....
Nath Amarasinghe
General Secretary
Ceylon Estates Staffs' Union


.....
Rohan Ratnayake
Senior Accountant
Chilaw Plantations Limited


.....
D K Jayawardene
Vice President
Ceylon Estates Staffs' Union

Schedule I – Maintenance & Support Staff Salary Range

Lorry / Tractor Driver	Car Driver
Rs.	Rs.
15,016.00	14,930.00
Annual Increment Rs. 175.00	Annual Increment Rs. 100.00

Schedule II - Lorry / Tractor Driver

Stage	Current Salary	Salary Revision (2500 + 8606)	Placement on Salary Range
1	3,910.00	11,106.00	15,016.00
2	3,970.00	11,106.00	15,076.00
3	4,030.00	11,106.00	15,136.00
4	4,090.00	11,106.00	15,196.00
5	4,150.00	11,106.00	15,256.00
6	4,210.00	11,106.00	15,316.00
7	4,270.00	11,106.00	15,376.00
8	4,330.00	11,106.00	15,436.00
9	4,390.00	11,106.00	15,496.00
10	4,450.00	11,106.00	15,556.00
11	4,510.00	11,106.00	15,616.00
12	4,570.00	11,106.00	15,676.00
13	4,630.00	11,106.00	15,736.00
14	4,690.00	11,106.00	15,796.00
15	4,750.00	11,106.00	15,856.00
16	4,810.00	11,106.00	15,916.00
17	4,870.00	11,106.00	15,976.00
18	4,930.00	11,106.00	16,036.00
19	4,990.00	11,106.00	16,096.00
20	5,050.00	11,106.00	16,156.00
21	5,110.00	11,106.00	16,216.00
22	5,170.00	11,106.00	16,276.00
23	5,230.00	11,106.00	16,336.00
24	5,290.00	11,106.00	16,396.00
25	5,350.00	11,106.00	16,456.00
26	5,410.00	11,106.00	16,516.00
27	5,470.00	11,106.00	16,576.00
28	5,530.00	11,106.00	16,636.00
29	5,590.00	11,106.00	16,696.00
30	5,650.00	11,106.00	16,756.00
31	5,710.00	11,106.00	16,816.00
32	5,770.00	11,106.00	16,876.00
33	5,830.00	11,106.00	16,936.00
34	5,890.00	11,106.00	16,996.00
35	5,950.00	11,106.00	17,056.00
36	6,010.00	11,106.00	17,116.00
37	6,070.00	11,106.00	17,176.00
38	6,130.00	11,106.00	17,236.00
39	6,190.00	11,106.00	17,296.00
40	6,250.00	11,106.00	17,356.00
41	6,310.00	11,106.00	17,416.00
42	6,370.00	11,106.00	17,476.00
43	6,430.00	11,106.00	17,536.00
44	6,490.00	11,106.00	17,596.00
45	6,550.00	11,106.00	17,656.00

Schedule II - Lorry / Tractor Driver

Stage	Current Salary	Salary Revision (2500 + 8606)	Placement on Salary Range
1	3,825.00	11,106.00	14,931.00
2	3,870.00	11,106.00	14,976.00
3	3,915.00	11,106.00	15,021.00
4	3,960.00	11,106.00	15,066.00
5	4,005.00	11,106.00	15,111.00
6	4,050.00	11,106.00	15,156.00
7	4,095.00	11,106.00	15,201.00
8	4,140.00	11,106.00	15,246.00
9	4,185.00	11,106.00	15,291.00
10	4,230.00	11,106.00	15,336.00
11	4,275.00	11,106.00	15,381.00
12	4,320.00	11,106.00	15,426.00
13	4,365.00	11,106.00	15,471.00
14	4,410.00	11,106.00	15,516.00
15	4,455.00	11,106.00	15,561.00
16	4,500.00	11,106.00	15,606.00
17	4,545.00	11,106.00	15,651.00
18	4,590.00	11,106.00	15,696.00
19	4,635.00	11,106.00	15,741.00
20	4,680.00	11,106.00	15,786.00
21	4,725.00	11,106.00	15,831.00
22	4,770.00	11,106.00	15,876.00
23	4,815.00	11,106.00	15,921.00
24	4,860.00	11,106.00	15,966.00
25	4,905.00	11,106.00	16,011.00
26	4,950.00	11,106.00	16,056.00
27	4,995.00	11,106.00	16,101.00
28	5,040.00	11,106.00	16,146.00
29	5,085.00	11,106.00	16,191.00
30	5,130.00	11,106.00	16,236.00
31	5,175.00	11,106.00	16,281.00
32	5,220.00	11,106.00	16,326.00
33	5,265.00	11,106.00	16,371.00
34	5,310.00	11,106.00	16,416.00
35	5,355.00	11,106.00	16,461.00
36	5,400.00	11,106.00	16,506.00
37	5,445.00	11,106.00	16,551.00
38	5,490.00	11,106.00	16,596.00
39	5,535.00	11,106.00	16,641.00
40	5,580.00	11,106.00	16,686.00
41	5,625.00	11,106.00	16,731.00
42	5,670.00	11,106.00	16,776.00
43	5,715.00	11,106.00	16,821.00
44	5,760.00	11,106.00	16,866.00
45	5,805.00	11,106.00	16,911.00