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අති විශේෂ EXTRAORDINARY

අංක 1645/43 – 2010 මාර්තු 20 වැනි සෙනසුරාදා – 2010.03.20
No. 1645/43 – SATURDAY, MARCH 20, 2010

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI / Plantation/04/2009.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Employers' Federation of Ceylon, No. 385-J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 02nd April, 2009, regarding the Plantations Medical 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.
26th February, 2010.

Collective Agreement No. 10 of 2010

COLLECTIVE AGREEMENT – MEDICAL STAFF

This Collective Agreement entered into between the Employers' Federation of Ceylon of 385-J3, Old Kotte Road, Rajagiriya 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 second day of April, 2009, witnesseth as follows:

1. **Title.**– This Agreement shall be known as the Plantations Medical Staff Collective Agreement.
2. **Employers Covered and Bound.**– This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context, for 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 aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.

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

5. **Date of Operation and Duration.**— Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 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 30th September, 2013.

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

- (i) Grading of employees covered shall be at the discretion of the Employer.
- (ii) The following rules of grading shall apply to the specified grades:
 - (a) A pharmacist shall be a person who has successfully obtained an acceptable qualification.
 - b. A midwife (Grade 1) shall be a person with qualification and training.
 - (b) All registered Practitioners (RMPs), Estate Medical Assistants (EMAs) and Assistant Medical Practitioners (AMPs) with over 20 years experience shall be placed on the Medical Practitioners Grade.
 - (c) All Estate Medical Assistants (EMAs) and all Assistant Medical Practitioners (AMPs) with less than 20 years service shall be placed in the Estate Medical Practitioners Grade.

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 October 2008 shall be as follows:

- (i) With effect from 01.10.2008, 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 October 2008 to March 2009 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 a sum of Rs. 15,000/- 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 on the 30th September 2008, on the following basis.
 - (a) An initial payment of Rs. 2500/- will be paid before the Sinhalese / Tamil New year in April 2009.
 - (b) A further payment of Rs. 5000/- will be paid on 1st June 2009.
 - (c) The balance instalment of Rs. 7500/- will be paid on 1st September 2009.
- (ii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. 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 ranges applicable will accordingly be revised as per schedule 11 of this agreement.
- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule 111 hereof.
- (v) With effect from 01.10.2011, 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 September 2011.
- (vi) In the case of Welfare Officer/Storekeepers who are presently entitled to an allowance on account of work as a Welfare Officer/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.
Creche Attendant, Orderly and Ward Attendant	1,020
Midwife (Grade II), Welfare Officer, Apprentice Pharmacist,	
Midwife (Grade I)	1,080
Pharmacist/Junior Estate Medical Assistant	1,260
Estate Medical Practitioner	1,380
Medical Practitioner	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. **Off Days.**– A medical staff member shall be allowed one off day each week on which he will not be called upon to undertake routine duties. He will, however, be required to deal with all urgent cases, which may arise.

13. **Calls at Night or on off Days.**– (i) With effect from the date hereof, an allowance of Rs. 75 shall be paid to members of the medical staff for calls in the Lines between 6 p.m. and 6 a.m. and Rs. 50 in respect of calls to the hospital, dispensary and maternity ward between 6 p.m. and 6 a.m. In the case of a night call between 6 p.m. and 6 a.m. to the Hospital, Dispensary or Maternity Ward, dealing with childbirth, the allowance payable shall be Rs. 200.

- (ii) A call which has to be attended to in the Lines on a prescribed off day shall be treated as a night call and paid for at Rs. 100 per call.

(iii) "Calls" shall mean physical visits.

(iv) An Estate Medical Practitioner or Estate Medical Assistant overlooking work on another estate shall be paid an allowance of Rs. 300 in respect of each visit he is required to make to such other estate.

(v) Midwives shall be paid a uniform allowance of Rs. 1,500 per year.

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

February 4th	...	Independence Day
April 13th or 14th	...	Sinhala/Tamil New Year
May 1st	...	May Day

15. **Leave.**— (1) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit; this right shall not extend to any employee recruited after 1st September, 1993.

(2) (i) **Sick Leave.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted upto two days at a time without the submission of a Medical Certification. For leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.

(ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of 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.

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

(3) **Casual Leave.**— All employees shall be entitled in each year to a maximum of seven (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) Five (05) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual leave.

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

17. **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.

18. **Suspension as a measure of Punishment.**—

(i) Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.

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

19. *Suspension pending Disciplinary Inquiries.*–

- (i) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
- (ii) Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.
- (iii) The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

20. *Administrative Transfers.*–

- (i) 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.
- (ii) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- (iii) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (iv) The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

21. *Annual Increments.*–

- (i) 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.
- (ii) An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified in writing 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.

22. *Disciplinary Inquiries.*–

- (i) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of 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.
- (ii) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- (iii) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (iv) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer.

- (v) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (vi) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. 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.
- (vii) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

23. *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.

24. *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 Regional Plantations Companies covered and bound by this Agreement morefully described in Schedule I to this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing 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.

Elevation below 4,500 feet (Factory Elevation)

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

Elevation above 4,500 feet (Factory Elevation)

Senior staff	–	170	units
Junior staff	–	130	units
Other/Minor staff	–	105	units

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

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

3. **Tea Allowance.**– The Employer shall provide free tea, on the following basis, to members of Estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior staff	–	2	kgs
Junior staff	–	1 ½	kgs
Others/Minor staff	–	1	kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. Death Grant.–

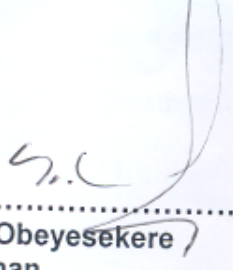
1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid a 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the 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.

5. **Medical Aid Scheme.**– A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement / death or termination of his/ her employment from the estate.

25. 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 his 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.

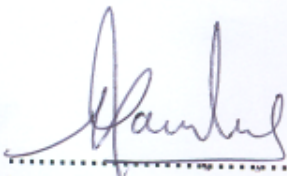
In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Second day of April Two Thousand and Nine



 Lalith Obeyesekere
 Chairman
 Plantation Services Employers' Group



 P Ramasivam
 President
 Ceylon Estate Staffs' Union



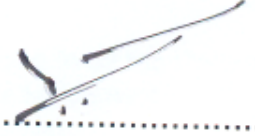
 Ravi Peiris
 Director General
 The Employers' Federation of Ceylon

Witnesses

1.



 N.K.H. Rathnayake

1.

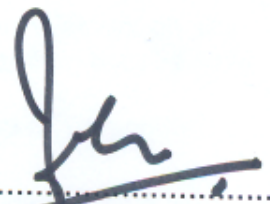


 Nath Amarasinghe
 General Secretary
 Ceylon Estates Staffs' Union

2.


 M. Aluwihare

2.



 Anton Warnakulasuriya
 Treasurer
 Ceylon Estates Staffs' Union

SCHEDULE I

Agalawatte Plantations Limited
 Agarapatana Plantations Limited
 Balangoda Plantations Limited
 Bogawantalawa Plantations Limited
 Elpitiya Plantations Limited
 Elkaduwa Plantations Limited
 Hapugastenne Plantations Limited
 Horana Plantations Limited
 Kahawatte Plantations Limited
 Kegalle Plantations Limited
 Kelani Valley Plantations Limited
 Kotagala Plantations Limited
 Madulsima Plantations Limited
 Malwatte Valley Plantations Limited
 Maskeliya Plantations Limited
 Maturata Plantations Limited
 Namunukula Plantations Limited
 Pussellawa Plantations Limited
 Talawakelle Plantations Limited
 Udupussellawa Plantations Limited
 Watawala Plantations Limited

SCHEDULE II

MEDICAL STAFF – SALARY RANGES

Creche Attendant, Orderly, Ward Attendant	Rs. 14,575.00 – Rs. 22,075.00 Annual Increment 150
Apprentice Pharmacist, Midwife Grade 1 and 2, Welfare Officer	Rs. 14,965.00 – Rs. 24,965.00 Annual Increment 200
Pharmacist / Junior Estate Medical Assistant	Rs. 15,755.00 – Rs. 28,255.00 Annual Increment 250
Estate Medical Practitioner	Rs. 16,540.00 – Rs. 41,540.00 Annual Increment 500
Medical Practitioner	Rs. 19,915.00 – Rs. 57,415.00 Annual Increment 750

Schedule III – Creche Attendant/Orderly Ward/Attendant

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500+8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	
1	3,660 00	10,913 00	14,573 00
2	3,715 00	10,913 00	14,628 00
3	3,770 00	10,913 00	14,683 00
4	3,825 00	10,913 00	14,738 00
5	3,880 00	10,913 00	14,793 00
6	3,935 00	10,913 00	14,848 00
7	3,990 00	10,913 00	14,903 00

Schedule III - Creche Attendant/Orderly Ward/Attendant (Contd.)

Stage	Current Salary	Salary Revision (2,500+8,413)	Placement on Salary Range
	Rs.	Rs.	
8	4,045 00	10,913 00	14,958 00
9	4,100 00	10,913 00	15,013 00
10	4,155 00	10,913 00	15,068 00
11	4,210 00	10,913 00	15,123 00
12	4,265 00	10,913 00	15,178 00
13	4,320 00	10,913 00	15,233 00
14	4,375 00	10,913 00	15,288 00
15	4,430 00	10,913 00	15,343 00
16	4,485 00	10,913 00	15,398 00
17	4,540 00	10,913 00	15,453 00
18	4,595 00	10,913 00	15,508 00
19	4,650 00	10,913 00	15,563 00
20	4,705 00	10,913 00	15,618 00
21	4,760 00	10,913 00	15,673 00
22	4,815 00	10,913 00	15,728 00
23	4,870 00	10,913 00	15,783 00
24	4,925 00	10,913 00	15,838 00
25	4,980 00	10,913 00	15,893 00
26	5,035 00	10,913 00	15,948 00
27	5,090 00	10,913 00	16,003 00
28	5,145 00	10,913 00	16,058 00
29	5,200 00	10,913 00	16,113 00
30	5,255 00	10,913 00	16,168 00
31	5,310 00	10,913 00	16,223 00
32	5,365 00	10,913 00	16,278 00
33	5,420 00	10,913 00	16,333 00
34	5,475 00	10,913 00	16,388 00
35	5,530 00	10,913 00	16,443 00
36	5,585 00	10,913 00	16,498 00
37	5,640 00	10,913 00	16,553 00
38	5,695 00	10,913 00	16,608 00
39	5,750 00	10,913 00	16,663 00
40	5,805 00	10,913 00	16,718 00
41	5,860 00	10,913 00	16,773 00
42	5,915 00	10,913 00	16,828 00
43	5,970 00	10,913 00	16,883 00
44	6,025 00	10,913 00	16,938 00
45	6,080 00	10,913 00	16,993 00
46	6,135 00	10,913 00	17,048 00
47	6,190 00	10,913 00	17,103 00
48	6,245 00	10,913 00	17,158 00
49	6,300 00	10,913 00	17,213 00
50	6,355 00	10,913 00	17,268 00
51	6,410 00	10,913 00	17,323 00
52	6,465 00	10,913 00	17,378 00
53	6,520 00	10,913 00	17,433 00
54	6,575 00	10,913 00	17,488 00

Schedule III - Apprentice Pharmacist / Midwife Grade I / Midwife Grade II / Welfare Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2500+8413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	
1	4,050 00	10,913 00	14,963 00
2	4,125 00	10,913 00	15,038 00
3	4,200 00	10,913 00	15,113 00
4	4,275 00	10,913 00	15,188 00
5	4,350 00	10,913 00	15,263 00
6	4,425 00	10,913 00	15,338 00
7	4,500 00	10,913 00	15,413 00
8	4,575 00	10,913 00	15,488 00
9	4,650 00	10,913 00	15,563 00
10	4,725 00	10,913 00	15,638 00
11	4,800 00	10,913 00	15,713 00
12	4,875 00	10,913 00	15,788 00
13	4,950 00	10,913 00	15,863 00
14	5,025 00	10,913 00	15,938 00
15	5,100 00	10,913 00	16,013 00
16	5,175 00	10,913 00	16,088 00
17	5,250 00	10,913 00	16,163 00
18	5,325 00	10,913 00	16,238 00
19	5,400 00	10,913 00	16,313 00
20	5,475 00	10,913 00	16,388 00
21	5,550 00	10,913 00	16,463 00
22	5,625 00	10,913 00	16,538 00
23	5,700 00	10,913 00	16,613 00
24	5,775 00	10,913 00	16,688 00
25	5,850 00	10,913 00	16,763 00
26	5,925 00	10,913 00	16,838 00
27	6,000 00	10,913 00	16,913 00
28	6,075 00	10,913 00	16,988 00
29	6,150 00	10,913 00	17,063 00
30	6,225 00	10,913 00	17,138 00
31	6,300 00	10,913 00	17,213 00
32	6,375 00	10,913 00	17,288 00
33	6,450 00	10,913 00	17,363 00
34	6,525 00	10,913 00	17,438 00
35	6,600 00	10,913 00	17,513 00
36	6,675 00	10,913 00	17,588 00
37	6,750 00	10,913 00	17,663 00
38	6,825 00	10,913 00	17,738 00
39	6,900 00	10,913 00	17,813 00
40	6,975 00	10,913 00	17,888 00
41	7,050 00	10,913 00	17,963 00
42	7,125 00	10,913 00	18,038 00
43	7,200 00	10,913 00	18,113 00
44	7,275 00	10,913 00	18,188 00
45	7,350 00	10,913 00	18,263 00
46	7,425 00	10,913 00	18,338 00
47	7,500 00	10,913 00	18,413 00
48	7,575 00	10,913 00	18,488 00
49	7,650 00	10,913 00	18,563 00
50	7,725 00	10,913 00	18,638 00
51	7,800 00	10,913 00	18,713 00
52	7,875 00	10,913 00	18,788 00
53	7,950 00	10,913 00	18,863 00
54	8,025 00	10,913 00	18,938 00

Schedule III Pharmacist / Junior Estate / Medical Assistant

Stage	Current Salary	Salary Revision (2500+8413)	Placement on Salary Range
	Rs.	Rs.	
1	4,840 00	10,913 00	15,753 00
2	4,940 00	10,913 00	15,853 00
3	5,040 00	10,913 00	15,953 00
4	5,140 00	10,913 00	16,053 00
5	5,240 00	10,913 00	16,153 00
6	5,340 00	10,913 00	16,253 00
7	5,440 00	10,913 00	16,353 00
8	5,540 00	10,913 00	16,453 00
9	5,640 00	10,913 00	16,553 00
10	5,740 00	10,913 00	16,653 00
11	5,840 00	10,913 00	16,753 00
12	5,940 00	10,913 00	16,853 00
13	6,040 00	10,913 00	16,953 00
14	6,140 00	10,913 00	17,053 00
15	6,240 00	10,913 00	17,153 00
16	6,340 00	10,913 00	17,253 00
17	6,440 00	10,913 00	17,353 00
18	6,540 00	10,913 00	17,453 00
19	6,640 00	10,913 00	17,553 00
20	6,740 00	10,913 00	17,653 00
21	6,840 00	10,913 00	17,753 00
22	6,940 00	10,913 00	17,853 00
23	7,040 00	10,913 00	17,953 00
24	7,140 00	10,913 00	18,053 00
25	7,240 00	10,913 00	18,153 00
26	7,340 00	10,913 00	18,253 00
27	7,440 00	10,913 00	18,353 00
28	7,540 00	10,913 00	18,453 00
29	7,640 00	10,913 00	18,553 00
30	7,740 00	10,913 00	18,653 00
31	7,840 00	10,913 00	18,753 00
32	7,940 00	10,913 00	18,853 00
33	8,040 00	10,913 00	18,953 00
34	8,140 00	10,913 00	19,053 00
35	8,240 00	10,913 00	19,153 00
36	8,340 00	10,913 00	19,253 00
37	8,440 00	10,913 00	19,353 00
38	8,540 00	10,913 00	19,453 00
39	8,640 00	10,913 00	19,553 00
40	8,740 00	10,913 00	19,653 00
41	8,840 00	10,913 00	19,753 00
42	8,940 00	10,913 00	19,853 00
43	9,040 00	10,913 00	19,953 00
44	9,140 00	10,913 00	20,053 00
45	9,240 00	10,913 00	20,153 00
46	9,340 00	10,913 00	20,253 00
47	9,440 00	10,913 00	20,353 00
48	9,540 00	10,913 00	20,453 00
49	9,640 00	10,913 00	20,553 00
50	9,740 00	10,913 00	20,653 00
51	9,840 00	10,913 00	20,753 00
52	9,940 00	10,913 00	20,853 00
53	10,040 00	10,913 00	20,953 00
54	10,140 00	10,913 00	21,053 00

Schedule III - Estate Medical Practitioner

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	
1	5,625 00	10,913 00	16,538 00
2	5,825 00	10,913 00	16,738 00
3	6,025 00	10,913 00	16,938 00
4	6,225 00	10,913 00	17,138 00
5	6,425 00	10,913 00	17,338 00
6	6,625 00	10,913 00	17,538 00
7	6,825 00	10,913 00	17,738 00
8	7,025 00	10,913 00	17,938 00
9	7,225 00	10,913 00	18,138 00
10	7,425 00	10,913 00	18,338 00
11	7,625 00	10,913 00	18,538 00
12	7,825 00	10,913 00	18,738 00
13	8,025 00	10,913 00	18,938 00
14	8,225 00	10,913 00	19,138 00
15	8,425 00	10,913 00	19,338 00
16	8,625 00	10,913 00	19,538 00
17	8,825 00	10,913 00	19,738 00
18	9,025 00	10,913 00	19,938 00
19	9,225 00	10,913 00	20,138 00
20	9,425 00	10,913 00	20,338 00
21	9,625 00	10,913 00	20,538 00
22	9,825 00	10,913 00	20,738 00
23	10,025 00	10,913 00	20,938 00
24	10,225 00	10,913 00	21,138 00
25	10,425 00	10,913 00	21,338 00
26	10,625 00	10,913 00	21,538 00
27	10,825 00	10,913 00	21,738 00
28	11,025 00	10,913 00	21,938 00
29	11,225 00	10,913 00	22,138 00
30	11,425 00	10,913 00	22,338 00
31	11,625 00	10,913 00	22,538 00
32	11,825 00	10,913 00	22,738 00
33	12,025 00	10,913 00	22,938 00
34	12,225 00	10,913 00	23,138 00
35	12,425 00	10,913 00	23,338 00
36	12,625 00	10,913 00	23,538 00
37	12,825 00	10,913 00	23,738 00
38	13,025 00	10,913 00	23,938 00
39	13,225 00	10,913 00	24,138 00
40	13,425 00	10,913 00	24,338 00
41	13,625 00	10,913 00	24,538 00
42	13,825 00	10,913 00	24,738 00
43	14,025 00	10,913 00	24,938 00
44	14,225 00	10,913 00	25,138 00
45	14,425 00	10,913 00	25,338 00
46	14,625 00	10,913 00	25,538 00
47	14,825 00	10,913 00	25,738 00
48	15,025 00	10,913 00	25,938 00
49	15,225 00	10,913 00	26,138 00
50	15,425 00	10,913 00	26,338 00
51	15,625 00	10,913 00	26,538 00
52	15,825 00	10,913 00	26,738 00
53	16,025 00	10,913 00	26,938 00
54	16,225 00	10,913 00	27,138 00

Schedule III - Estate Medical Practitioner

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	
1	9,000 00	10,913 00	19,913 00
2	9,300 00	10,913 00	20,213 00
3	9,600 00	10,913 00	20,513 00
4	9,900 00	10,913 00	20,813 00
5	10,200 00	10,913 00	21,113 00
6	10,500 00	10,913 00	21,413 00
7	10,800 00	10,913 00	21,713 00
8	11,100 00	10,913 00	22,013 00
9	11,400 00	10,913 00	22,313 00
10	11,700 00	10,913 00	22,613 00
11	12,000 00	10,913 00	22,913 00
12	12,300 00	10,913 00	23,213 00
13	12,600 00	10,913 00	23,513 00
14	12,900 00	10,913 00	23,813 00
15	13,200 00	10,913 00	24,113 00
16	13,500 00	10,913 00	24,413 00
17	13,800 00	10,913 00	24,713 00
18	14,100 00	10,913 00	25,013 00
19	14,400 00	10,913 00	25,313 00
20	14,700 00	10,913 00	25,613 00
21	15,000 00	10,913 00	25,913 00
22	15,300 00	10,913 00	26,213 00
23	15,600 00	10,913 00	26,513 00
24	15,900 00	10,913 00	26,813 00
25	16,200 00	10,913 00	27,113 00
26	16,500 00	10,913 00	27,413 00
27	16,800 00	10,913 00	27,713 00
28	17,100 00	10,913 00	28,013 00
29	17,400 00	10,913 00	28,313 00
30	17,700 00	10,913 00	28,613 00
31	18,000 00	10,913 00	28,913 00
32	18,300 00	10,913 00	29,213 00
33	18,600 00	10,913 00	29,513 00
34	18,900 00	10,913 00	29,813 00
35	19,200 00	10,913 00	30,113 00
36	19,500 00	10,913 00	30,413 00
37	19,800 00	10,913 00	30,713 00
38	20,100 00	10,913 00	31,013 00
39	20,400 00	10,913 00	31,313 00
40	20,700 00	10,913 00	31,613 00
41	21,000 00	10,913 00	31,913 00
42	21,300 00	10,913 00	32,213 00
43	21,600 00	10,913 00	32,513 00
44	21,900 00	10,913 00	32,813 00
45	22,200 00	10,913 00	33,113 00
46	22,500 00	10,913 00	33,413 00
47	22,800 00	10,913 00	33,713 00
48	23,100 00	10,913 00	34,013 00
49	23,400 00	10,913 00	34,313 00
50	23,700 00	10,913 00	34,613 00
51	24,000 00	10,913 00	34,913 00
52	24,300 00	10,913 00	35,213 00
53	24,600 00	10,913 00	35,513 00
54	24,900 00	10,913 00	35,813 00

My No.: CI/Plantation/05/2009.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Employers' Federation of Ceylon, No. 385-J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 02nd April, 2009, 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,
26th February, 2010.

Collective Agreement No. 11 of 2010

COLLECTIVE AGREEMENT - MAINTENANCE AND SUPPORT STAFF

This Collective Agreement entered into between the Employers' Federation of Ceylon of 385-J3, Old Kotte Road, Rajagiriya 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 second day of April, 2009, witnesseth as follows:

1. **Title.**- This Agreement shall be known as the Plantations Maintenance and Support Staff Collective Agreement.
2. **Employers Covered and Bound.**- This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I, hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context for 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 aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.
4. **Earlier Agreements.**- The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**- Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 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 30th September, 2013.
6. **General Terms and Conditions.**- (i) The terms of this Agreement shall be deemed to be included in all contracts 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, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer and 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 1st October 2008 shall be as follows:

- (i) With effect from 01.10.2008, 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 October 2008 to March 2009 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 a sum of Rs. 15,000/- 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 on the 30th September 2008, on the following basis.
 - (a) An initial payment of Rs. 2500/- will be paid before the Sinhalese/Tamil New year in April 2009.
 - (b) A further payment of Rs. 5000/- will be paid on 1st June 2009.
 - (c) The balance installment of Rs. 7500/- will be paid on 1st September 2009.
- (ii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. 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 ranges applicable will accordingly be revised as per schedule II of this agreement.
- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (v) With effect from 01.10.2011, 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 September 2011.

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

11. **Leave.**— (1) Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board Decisions applicable to them.

- (2) (i) **Sick Leave.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted 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.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of 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.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.

(3) **Casual Leave.**— 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 Decisions 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 retirement 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 six 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, 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.

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 three 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 (07) 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 'shown 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.

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 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, The 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 Regional Plantations Companies covered and bound by this Agreement more fully described in Schedule I to this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing 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.

Elevation below 4,500 feet (Factory Elevation)

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

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	–	170 units
Junior Staff	–	130 units
Other/Minor Staff	–	105 units

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

Kerosene – The Employer shall provide 15 liters Kerosene per mensem to those employees resident on estates/divisions without electricity.

03. **Tea Allowance.**– The Employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	–	2kg
Junior Staff	–	1 1/2kg
Other/Minor Staff	–	1kg

The staff members could purchase, in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP, whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992, would be entitled to purchase a maximum of 3kg. at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June 2003.

4. **Death Grant.**– (1) With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000/- as funeral expenses.

(2) The dependants of the deceased staff member will be paid 50% of the sum equivalent to three months' salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.

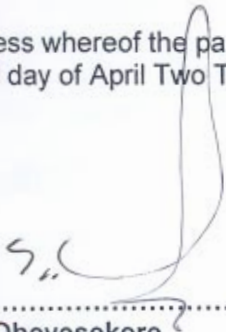
(3) If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

05. **Medical Aid Scheme.**– A staff member who is a member of the Staff Medical Aid Scheme will be paid the total balance lying to his/her credit in the Fund, inclusive of the Company's contribution to such Fund, at the time of retirement/death or termination of his/her employment from the estate.

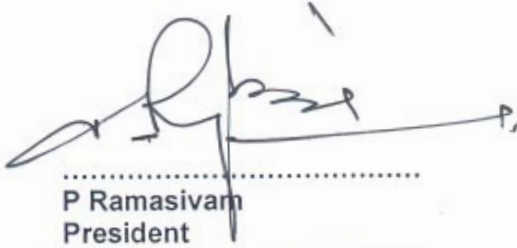
21. **Interpretation.**–

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.

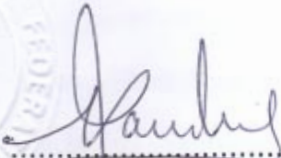
In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Second day of April Two Thousand and Nine.



 Lalith Obeyesekere
 Chairman
 Plantation Services Employers' Group



 P Ramasivam
 President
 Ceylon Estate Staffs' Union



 Ravi Peiris
 Director General
 The Employers' Federation of Ceylon

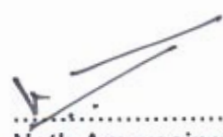
Witnesses

1.




 N.K.H. Retheke

1.




 Nath Amarasinghe
 General Secretary
 Ceylon Estates Staffs' Union

2.



 M. Aluwihare

2.



 Anton Warnakulasuriya
 Treasurer
 Ceylon Estates Staffs' Union

SCHEDULE I

Agalawatte Plantations Limited

Agarapatana Plantations Limited

Balangoda Plantations Limited

Bogawantalawa Plantations Limited

Elpitiya Plantations Limited

Elkaduwa Plantations Limited

Hapugastenne Plantations Limited

Horana Plantations Limited

Kahawatte Plantations Limited

Kegalle Plantations Limited

Kelani Valley Plantations Limited

Kotagala Plantations Limited

Madulsima Plantations Limited

Malwatta valley Plantations Limited

Maskeliya Plantations Limited

Maturata Plantations Limited

Namunukula Plantations Limited

Pussellawa Plantations Limited

Talawakelle Plantations Limited

Udapussellawa Plantations Limited

Watawala Plantations Limited

SCHEDULE II

MAINTENANCE & SUPPORT STAFF

Lorry/Tractor Driver, Electrician/Mechanic, Motor Mech.	Rs. 14,685.00 - Rs. 24,085.00 Annual Increment 175 & 200
Black Smith/Carpenter, Driver/Mech Engine Driver, Welder, Car Driver etc.	Rs. 14,580.00 - Rs. 19,580.00 Annual Increment 100

Schedule III - Maintenance and Support Staff

Stage	Current Salary		Salary Revision (2,500 + 8,413)	Placement on Salary Range
	Rs.		Rs.	
1	3,660 00	1. Blacksmith / Carpenter	10,913 00	14,573 00
2	3,705 00	2. Driver / Mechanic	10,913 00	14,618 00
3	3,750 00	3. Workshop Mechanic	10,913 00	14,663 00
4	3,795 00	4. Assistant Mechanic	10,913 00	14,708 00
5	3,840 00	5. Engine Driver	10,913 00	14,753 00
6	3,885 00	6. Greaser	10,913 00	14,798 00
7	3,930 00	7. Car Driver	10,913 00	14,843 00
8	3,975 00	8. Watcher	10,913 00	14,888 00
9	4,020 00	9. Power House Operator / Attendants	10,913 00	14,933 00
10	4,065 00	10. Boiler Operators	10,913 00	14,978 00
11	4,110 00	11. Lathe Operators	10,913 00	15,023 00
12	4,155 00	Persons as may be employed on plantations	10,913 00	15,068 00
13	4,200 00		10,913 00	15,113 00
14	4,245 00		10,913 00	15,158 00
15	4,290 00		10,913 00	15,203 00
16	4,335 00		10,913 00	15,248 00
17	4,380 00		10,913 00	15,293 00
18	4,425 00		10,913 00	15,338 00
19	4,470 00		10,913 00	15,383 00
20	4,515 00		10,913 00	15,428 00
21	4,560 00		10,913 00	15,473 00
22	4,605 00		10,913 00	15,518 00
23	4,650 00		10,913 00	15,563 00
24	4,695 00		10,913 00	15,608 00
25	4,740 00		10,913 00	15,653 00
26	4,785 00		10,913 00	15,698 00
27	4,830 00		10,913 00	15,743 00
28	4,875 00		10,913 00	15,788 00
29	4,920 00		10,913 00	15,833 00
30	4,965 00		10,913 00	15,878 00
31	5,010 00		10,913 00	15,923 00
32	5,055 00		10,913 00	15,968 00
33	5,100 00		10,913 00	16,013 00
34	5,145 00		10,913 00	16,058 00
35	5,190 00		10,913 00	16,103 00
36	5,235 00		10,913 00	16,148 00
37	5,280 00		10,913 00	16,193 00
38	5,325 00		10,913 00	16,238 00
39	5,370 00		10,913 00	16,283 00
40	5,415 00		10,913 00	16,328 00
41	5,460 00		10,913 00	16,373 00
42	5,505 00		10,913 00	16,418 00
43	5,550 00		10,913 00	16,463 00
44	5,595 00		10,913 00	16,508 00
45	5,640 00		10,913 00	16,553 00
46	5,685 00		10,913 00	16,598 00
47	5,730 00		10,913 00	16,643 00
48	5,775 00		10,913 00	16,688 00
49	5,820 00		10,913 00	16,733 00
50	5,865 00		10,913 00	16,778 00
51	5,910 00		10,913 00	16,823 00

Schedule III - Maintenance and Support Staff

Stage	Current Salary		Salary Revision (2,500 + 8,413)	Placement on Salary Range
	Rs.		Rs.	
1	3,770 00	1. Lorry Driver	10,913 00	14,683 00
2	3,830 00	2. Tractor Driver	10,913 00	14,743 00
3	3,890 00	3. Electrician / Mechanic	10,913 00	14,803 00
4	3,950 00	4. Motor / Mechanic	10,913 00	14,863 00
5	4,010 00		10,913 00	14,923 00
6	4,070 00		10,913 00	14,983 00
7	4,130 00		10,913 00	15,043 00
8	4,190 00		10,913 00	15,103 00
9	4,250 00		10,913 00	15,163 00
10	4,310 00		10,913 00	15,223 00
11	4,370 00		10,913 00	15,283 00
12	4,430 00		10,913 00	15,343 00
13	4,490 00		10,913 00	15,403 00
14	4,550 00		10,913 00	15,463 00
15	4,610 00		10,913 00	15,523 00
16	4,670 00		10,913 00	15,583 00
17	4,730 00		10,913 00	15,643 00
18	4,790 00		10,913 00	15,703 00
19	4,850 00		10,913 00	15,763 00
20	4,910 00		10,913 00	15,823 00
21	4,970 00		10,913 00	15,883 00
22	5,030 00		10,913 00	15,943 00
23	5,090 00		10,913 00	16,003 00
24	5,150 00		10,913 00	16,063 00
25	5,210 00		10,913 00	16,123 00
26	5,270 00	25	10,913 00	16,183 00
27	5,345 00	×	10,913 00	16,258 00
28	5,420 00	75	10,913 00	16,333 00
29	5,495 00		10,913 00	16,408 00
30	5,570 00		10,913 00	16,483 00
31	5,645 00		10,913 00	16,558 00
32	5,720 00		10,913 00	16,633 00
33	5,795 00		10,913 00	16,708 00
34	5,870 00		10,913 00	16,783 00
35	5,945 00		10,913 00	16,858 00
36	6,020 00		10,913 00	16,933 00
37	6,095 00		10,913 00	17,008 00
38	6,170 00		10,913 00	17,083 00
39	6,245 00		10,913 00	17,158 00
40	6,320 00		10,913 00	17,233 00
41	6,395 00		10,913 00	17,308 00
42	6,470 00		10,913 00	17,383 00
43	6,545 00		10,913 00	17,458 00
44	6,620 00		10,913 00	17,533 00
45	6,695 00		10,913 00	17,608 00
46	6,770 00		10,913 00	17,683 00
47	6,845 00		10,913 00	17,758 00
48	6,920 00		10,913 00	17,833 00
49	6,995 00		10,913 00	17,908 00
50	7,070 00		10,913 00	17,983 00
51	7,145 00		10,913 00	18,058 00

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Employers' Federation of Ceylon, No. 385J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 02nd April, 2009, regarding the Plantations Technical 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,
26th February, 2010.

Collective Agreement No. 09 of 2010**COLLECTIVE AGREEMENT - TECHNICAL STAFF**

This Collective Agreement entered into between the Employers' Federation of Ceylon of 385J3, Old Kotte Road, Rajagiriya 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 second day of April, 2009, witnesseth as follows:-

1. **Title.**- This Agreement shall be known as the Plantations Technical Staff Collective Agreement.
2. **Employers Covered and Bound.**- This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I, hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context for 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 aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.
4. **Earlier Agreements.**- The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**- Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September, 2013.
6. **General Terms and Conditions.**-(1) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.

(2) Grading of employees covered shall be at the discretion of the employer.

(3) Upon completion of 10 years of satisfactory service under the same employer, Junior Assistant Factory Officer shall be re-designated as Assistant Factory Officer.
7. **Probation.**- On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the employer shall have the right to terminate without notice or assigning reasons 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.**— (1) 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.

(2) 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.

(3) 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. 1,500/=) per mensem.

(4) 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 01st October 2008 shall be as follows:

- (i) With effect from 01.10.2008, 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 October 2008 to March 2009 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 a sum of Rs. 15,000/- 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 on the 30th September 2008, on the following basis.
 - (a) An initial payment of Rs. 2,500/- will be paid before the Sinhalese/Tamil New year in April 2009.
 - (b) A further payment of Rs. 5,000/- will be paid on 01st June 2009.
 - (c) The balance instalment of Rs. 7,500/- will be paid on 01st September 2009.
- (ii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 01st October 2008. 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 ranges applicable will accordingly be revised as per schedule 11 of this Agreement.
- (v) With effect from 01 October 2011, salaries of each employee in employment as at the date of signing this Agreement and who has also been in service on 30th September 2008, will be entitled to a Salary increased of a sum of Rupees One Thousand Five Hundred (Rs. 1,500/-)
- (vi) In the case of Factory Officer/Storekeeper who are presently entitled to an allowance on account of work as a Storekeeper, 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 Asst. Factory Officer	... 1,020
Asst. Factory Officer	... 1,080
Senior Asst. Factory Officer	... 1,260
Factory Officer	... 1,380
Factory Officer Special Grade	... 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. **Hours of work and overtime.**— The working week shall be six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or ten hours per day shall be deemed to be overtime.

(ii) If required by his employer an employee shall work reasonable overtime which has been authorized by the employer. Each hour of Overtime work shall be calculated by dividing the monthly rate by two hundred and forty (240) multiplied by one and a half (1 1/2).

13. **Leave.**— (1) 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 this right shall not extend to any employee recruited after September 1993.

(2) (i) **Sick Leave.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted 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.

(ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of 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.

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

(3) **Casual Leave.**— All employees shall be entitled in each year to a maximum of seven (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) Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with casual leave

14. **Holidays.**— employees will be entitled to paid holidays on

February 4th	—	Independence Day
April 13th or 14th	—	Sinhala/Tamil New Year
May 01st	—	May Day

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

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

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

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

(iv) Extensions beyond the age of 58 years may be granted, on application made in writing by the employee, at least six 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 an year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

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.

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 term 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 shall be 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 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 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 Regional Plantations Companies covered and bound by this agreement more fully described in schedule I to this agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing 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.

Eleavation below 4,500 feet (Factory Elevation)

Senior Staff	-	140 Units
Junior Staff	-	100 Units
Other/minor Staff	-	75 Units

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 Units
Junior Staff	-	130 Units
Other/minor Staff	-	105 Units

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

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

3. **Tea Allowance.**- The employer shall provide free tea, on the following basis to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	-	2 kgs
Junior Staff	-	1 1/2 kgs
Other/minor Staff	-	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. **Death Grant.**- 1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000/- as funeral expenses.

2. The dependants of the deceased staff members will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.

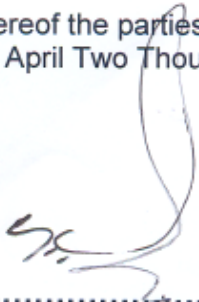
3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months salary within one month of the death of the staff member.

5. **Medical Aid Scheme.**- A Staff member who is a member of the Staff Medical Aid Scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

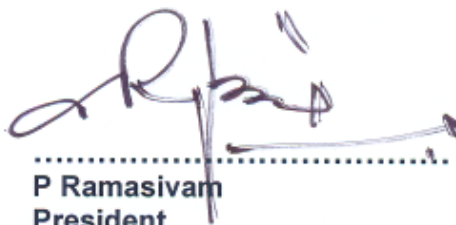
24. INTERPRETATION

<i>Word</i>	<i>Meaning</i>
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.

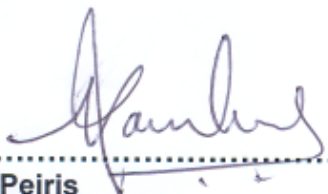
In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Second day of April Two Thousand and Nine



.....
Lalith Obeyesekere
Chairman
Plantation Services Employers' Group



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



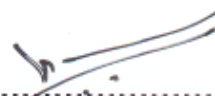
.....
Ravi Peiris
Director General
The Employers' Federation of Ceylon

Witnesses

1.



N.K.H. Retnath.

1.



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

2.


M. Aluwihara

2.



.....
Anton Warnakulasuriya
Treasurer
Ceylon Estates Staffs' Union

SCHEDULE I

Agalawatte Plantations Limited

Agarapatana Plantations Limited

Balangoda Plantations Limited

Bogawantalawa Plantations Limited

Elpitiya Plantations Limited

Elkaduwa Plantations Limited

Hapugastenne Plantations Limited

Horana Plantations Limited

Kahawatte Plantations Limited

Kegalle Plantations Limited

Kelani Valley Plantations Limited

Kotagala Plantations Limited

Madulsima Plantations Limited

Malwatte Valley Plantations Limited

Maskeliya Plantations Limited

Maturata Plantations Limited

Namunukula Plantations Limited

Pussellawa Plantations Limited

Talawakelle Plantations Limited

Udapussellawa Plantations Limited

Watawala Plantations Limited.

SCHEDULE II

TECHNICAL STAFF – SALARY RANGES

Junior Asst. Factory Officer	Rs. 15,135.00 – Rs. 22,635.00
Annual Increment	– 150
Asst. Factory Officer	Rs. 15,415.00 – Rs. 25,415.00
Annual Increment	– 200
Sr. Asst. Factory Officer	Rs. 15,755.00 – Rs. 28,255.00
Annual Increment	– 250
Factory Officer	Rs. 16,540.00 – Rs. 41,540.00
Annual Increment	– 500
Sp. Grade Factory Officer	Rs. 19,915.00 – Rs. 57,415.00
Annual Increment	– 750

Schedule III - Jr. Asst. Factory Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	4,220 00	10,913 00	15,133 00
2	4,275 00	10,913 00	15,188 00
3	4,330 00	10,913 00	15,243 00
4	4,385 00	10,913 00	15,298 00
5	4,440 00	10,913 00	15,353 00
6	4,495 00	10,913 00	15,408 00
7	4,550 00	10,913 00	15,463 00
8	4,605 00	10,913 00	15,518 00
9	4,660 00	10,913 00	15,573 00
10	4,715 00	10,913 00	15,628 00
11	4,770 00	10,913 00	15,683 00
12	4,825 00	10,913 00	15,738 00
13	4,880 00	10,913 00	15,793 00
14	4,935 00	10,913 00	15,848 00
15	4,990 00	10,913 00	15,903 00
16	5,045 00	10,913 00	15,958 00
17	5,100 00	10,913 00	16,013 00
18	5,155 00	10,913 00	16,068 00
19	5,210 00	10,913 00	16,123 00
20	5,265 00	10,913 00	16,178 00
21	5,320 00	10,913 00	16,233 00
22	5,375 00	10,913 00	16,288 00
23	5,430 00	10,913 00	16,343 00
24	5,485 00	10,913 00	16,398 00
25	5,540 00	10,913 00	16,453 00
26	5,595 00	10,913 00	16,508 00
27	5,650 00	10,913 00	16,563 00
28	5,705 00	10,913 00	16,618 00
29	5,760 00	10,913 00	16,673 00
30	5,815 00	10,913 00	16,728 00
31	5,870 00	10,913 00	16,783 00
32	5,925 00	10,913 00	16,838 00
33	5,980 00	10,913 00	16,893 00
34	6,035 00	10,913 00	16,948 00
35	6,090 00	10,913 00	17,003 00
36	6,145 00	10,913 00	17,058 00
37	6,200 00	10,913 00	17,113 00
38	6,255 00	10,913 00	17,168 00
39	6,310 00	10,913 00	17,223 00
40	6,365 00	10,913 00	17,278 00
41	6,420 00	10,913 00	17,333 00
42	6,475 00	10,913 00	17,388 00
43	6,530 00	10,913 00	17,443 00
44	6,585 00	10,913 00	17,498 00
45	6,640 00	10,913 00	17,553 00
46	6,695 00	10,913 00	17,608 00
47	6,750 00	10,913 00	17,663 00
48	6,805 00	10,913 00	17,718 00
49	6,860 00	10,913 00	17,773 00
50	6,915 00	10,913 00	17,828 00
51	6,970 00	10,913 00	17,883 00

Schedule III - Asst. Factory Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	4,500 00	10,913 00	15,413 00
2	4,575 00	10,913 00	15,488 00
3	4,650 00	10,913 00	15,563 00
4	4,725 00	10,913 00	15,638 00
5	4,800 00	10,913 00	15,713 00
6	4,875 00	10,913 00	15,788 00
7	4,950 00	10,913 00	15,863 00
8	5,025 00	10,913 00	15,938 00
9	5,100 00	10,913 00	16,013 00
10	5,175 00	10,913 00	16,088 00
11	5,250 00	10,913 00	16,163 00
12	5,325 00	10,913 00	16,238 00
13	5,400 00	10,913 00	16,313 00
14	5,475 00	10,913 00	16,388 00
15	5,550 00	10,913 00	16,463 00
16	5,625 00	10,913 00	16,538 00
17	5,700 00	10,913 00	16,613 00
18	5,775 00	10,913 00	16,688 00
19	5,850 00	10,913 00	16,763 00
20	5,925 00	10,913 00	16,838 00
21	6,000 00	10,913 00	16,913 00
22	6,075 00	10,913 00	16,988 00
23	6,150 00	10,913 00	17,063 00
24	6,225 00	10,913 00	17,138 00
25	6,300 00	10,913 00	17,213 00
26	6,375 00	10,913 00	17,288 00
27	6,450 00	10,913 00	17,363 00
28	6,525 00	10,913 00	17,438 00
29	6,600 00	10,913 00	17,513 00
30	6,675 00	10,913 00	17,588 00
31	6,750 00	10,913 00	17,663 00
32	6,825 00	10,913 00	17,738 00
33	6,900 00	10,913 00	17,813 00
34	6,975 00	10,913 00	17,888 00
35	7,050 00	10,913 00	17,963 00
36	7,125 00	10,913 00	18,038 00
37	7,200 00	10,913 00	18,113 00
38	7,275 00	10,913 00	18,188 00
39	7,350 00	10,913 00	18,263 00
40	7,425 00	10,913 00	18,338 00
41	7,500 00	10,913 00	18,413 00
42	7,575 00	10,913 00	18,488 00
43	7,650 00	10,913 00	18,563 00
44	7,725 00	10,913 00	18,638 00
45	7,800 00	10,913 00	18,713 00
46	7,875 00	10,913 00	18,788 00
47	7,950 00	10,913 00	18,863 00
48	8,025 00	10,913 00	18,938 00
49	8,100 00	10,913 00	19,013 00
50	8,175 00	10,913 00	19,088 00
51	8,250 00	10,913 00	19,163 00

Schedule III - Sr. Asst. Factory Officer

Stage	Current Salary	Salary Revision (2500+8413)	Placement on Salary Range
	Rs.	Rs.	Rs.
1	4,840 00	10,913 00	15,753 00
2	4,940 00	10,913 00	15,853 00
3	5,040 00	10,913 00	15,953 00
4	5,140 00	10,913 00	16,053 00
5	5,240 00	10,913 00	16,153 00
6	5,340 00	10,913 00	16,253 00
7	5,440 00	10,913 00	16,353 00
8	5,540 00	10,913 00	16,453 00
9	5,640 00	10,913 00	16,553 00
10	5,740 00	10,913 00	16,653 00
11	5,840 00	10,913 00	16,753 00
12	5,940 00	10,913 00	16,853 00
13	6,040 00	10,913 00	16,953 00
14	6,140 00	10,913 00	17,053 00
15	6,240 00	10,913 00	17,153 00
16	6,340 00	10,913 00	17,253 00
17	6,440 00	10,913 00	17,353 00
18	6,540 00	10,913 00	17,453 00
19	6,640 00	10,913 00	17,553 00
20	6,740 00	10,913 00	17,653 00
21	6,840 00	10,913 00	17,753 00
22	6,940 00	10,913 00	17,853 00
23	7,040 00	10,913 00	17,953 00
24	7,140 00	10,913 00	18,053 00
25	7,240 00	10,913 00	18,153 00
26	7,340 00	10,913 00	18,253 00
27	7,440 00	10,913 00	18,353 00
28	7,540 00	10,913 00	18,453 00
29	7,640 00	10,913 00	18,553 00
30	7,740 00	10,913 00	18,653 00
31	7,840 00	10,913 00	18,753 00
32	7,940 00	10,913 00	18,853 00
33	8,040 00	10,913 00	18,953 00
34	8,140 00	10,913 00	19,053 00
35	8,240 00	10,913 00	19,153 00
36	8,340 00	10,913 00	19,253 00
37	8,440 00	10,913 00	19,353 00
38	8,540 00	10,913 00	19,453 00
39	8,640 00	10,913 00	19,553 00
40	8,740 00	10,913 00	19,653 00
41	8,840 00	10,913 00	19,753 00
42	8,940 00	10,913 00	19,853 00
43	9,040 00	10,913 00	19,953 00
44	9,140 00	10,913 00	20,053 00
45	9,240 00	10,913 00	20,153 00
46	9,340 00	10,913 00	20,253 00
47	9,440 00	10,913 00	20,353 00
48	9,540 00	10,913 00	20,453 00
49	9,640 00	10,913 00	20,553 00
50	9,740 00	10,913 00	20,653 00
51	9,840 00	10,913 00	20,753 00

Schedule III - Factory Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	5,625 00	10,913 00	16,538 00
2	5,825 00	10,913 00	16,738 00
3	6,025 00	10,913 00	16,938 00
4	6,225 00	10,913 00	17,138 00
5	6,425 00	10,913 00	17,338 00
6	6,625 00	10,913 00	17,538 00
7	6,825 00	10,913 00	17,738 00
8	7,025 00	10,913 00	17,938 00
9	7,225 00	10,913 00	18,138 00
10	7,425 00	10,913 00	18,338 00
11	7,625 00	10,913 00	18,538 00
12	7,825 00	10,913 00	18,738 00
13	8,025 00	10,913 00	18,938 00
14	8,225 00	10,913 00	19,138 00
15	8,425 00	10,913 00	19,338 00
16	8,625 00	10,913 00	19,538 00
17	8,825 00	10,913 00	19,738 00
18	9,025 00	10,913 00	19,938 00
19	9,225 00	10,913 00	20,138 00
20	9,425 00	10,913 00	20,338 00
21	9,625 00	10,913 00	20,538 00
22	9,825 00	10,913 00	20,738 00
23	10,025 00	10,913 00	20,938 00
24	10,225 00	10,913 00	21,138 00
25	10,425 00	10,913 00	21,338 00
26	10,625 00	10,913 00	21,538 00
27	10,825 00	10,913 00	21,738 00
28	11,025 00	10,913 00	21,938 00
29	11,225 00	10,913 00	22,138 00
30	11,425 00	10,913 00	22,338 00
31	11,625 00	10,913 00	22,538 00
32	11,825 00	10,913 00	22,738 00
33	12,025 00	10,913 00	22,938 00
34	12,225 00	10,913 00	23,138 00
35	12,425 00	10,913 00	23,338 00
36	12,625 00	10,913 00	23,538 00
37	12,825 00	10,913 00	23,738 00
38	13,025 00	10,913 00	23,938 00
39	13,225 00	10,913 00	24,138 00
40	13,425 00	10,913 00	24,338 00
41	13,625 00	10,913 00	24,538 00
42	13,825 00	10,913 00	24,738 00
43	14,025 00	10,913 00	24,938 00
44	14,225 00	10,913 00	25,138 00
45	14,425 00	10,913 00	25,338 00
46	14,625 00	10,913 00	25,538 00
47	14,825 00	10,913 00	25,738 00
48	15,025 00	10,913 00	25,938 00
49	15,225 00	10,913 00	26,138 00
50	15,425 00	10,913 00	26,338 00
51	15,625 00	10,913 00	26,538 00

Schedule III - Special Grade Factory Officer

Stage	Current Salary	Salary Revision (2,500 + 8,413)	Placement on Salary Range
	Rs.	Rs.	Rs.
1	9,000 00	10,913 00	19,913 00
2	9,300 00	10,913 00	20,213 00
3	9,600 00	10,913 00	20,513 00
4	9,900 00	10,913 00	20,813 00
5	10,200 00	10,913 00	21,113 00
6	10,500 00	10,913 00	21,413 00
7	10,800 00	10,913 00	21,713 00
8	11,100 00	10,913 00	22,013 00
9	11,400 00	10,913 00	22,313 00
10	11,700 00	10,913 00	22,613 00
11	12,000 00	10,913 00	22,913 00
12	12,300 00	10,913 00	23,213 00
13	12,600 00	10,913 00	23,513 00
14	12,900 00	10,913 00	23,813 00
15	13,200 00	10,913 00	24,113 00
16	13,500 00	10,913 00	24,413 00
17	13,800 00	10,913 00	24,713 00
18	14,100 00	10,913 00	25,013 00
19	14,400 00	10,913 00	25,313 00
20	14,700 00	10,913 00	25,613 00
21	15,000 00	10,913 00	25,913 00
22	15,300 00	10,913 00	26,213 00
23	15,600 00	10,913 00	26,513 00
24	15,900 00	10,913 00	26,813 00
25	16,200 00	10,913 00	27,113 00
26	16,500 00	10,913 00	27,413 00
27	16,800 00	10,913 00	27,713 00
28	17,100 00	10,913 00	28,013 00
29	17,400 00	10,913 00	28,313 00
30	17,700 00	10,913 00	28,613 00
31	18,000 00	10,913 00	28,913 00
32	18,300 00	10,913 00	29,213 00
33	18,600 00	10,913 00	29,513 00
34	18,900 00	10,913 00	29,813 00
35	19,200 00	10,913 00	30,113 00
36	19,500 00	10,913 00	30,413 00
37	19,800 00	10,913 00	30,713 00
38	20,100 00	10,913 00	31,013 00
39	20,400 00	10,913 00	31,313 00
40	20,700 00	10,913 00	31,613 00
41	21,000 00	10,913 00	31,913 00
42	21,300 00	10,913 00	32,213 00
43	21,600 00	10,913 00	32,513 00
44	21,900 00	10,913 00	32,813 00
45	22,200 00	10,913 00	33,113 00
46	22,500 00	10,913 00	33,413 00
47	22,800 00	10,913 00	33,713 00
48	23,100 00	10,913 00	34,013 00
49	23,400 00	10,913 00	34,313 00
50	23,700 00	10,913 00	34,613 00
51	24,000 00	10,913 00	34,913 00

My No.: CI/Plantation/02/2009.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Employers' Federation of Ceylon No. 385 J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 2nd April, 2009, regarding the Plantations Supervisory 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,
26th February, 2010.

Collective Agreement No. 08 of 2010

COLLECTIVE AGREEMENT - SUPERVISORY

This Collective Agreement entered into between the Employers' Federation of Ceylon, 385 J3, Old Kotte Road, Rajagiriya of the first part and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part made and entered into on the Second day of April, 2009, witnesseth as follows:

1. **Title.**— This Agreement shall be known as the Plantations Supervisory Staff Collective Agreement.
2. **Employers covered and bound.**— This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context, for 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 aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereof.
4. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and condition. 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 1st day of October, 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act subject to the condition that no party shall give notice to the other before 30th September, 2013.
6. **General terms and conditions.**— (1) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this agreement.
(2) Grading of employees covered shall be at the discretion of the Employer.
(3) Upon completion of 10 years satisfactory service under the same employer, Junior Assistant Field Officer shall be re-designated as assistant Field Officer.
7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter, However, in the event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefore.

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

9. **Attendance at work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place 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. 1,500/-) per mensem.
- (iv) Where the acting period, other than in overlooking 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 October 2008 shall be as follows:

- (i) With effect from 01.10.2008, 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 October 2008 to March 2009 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 a sum of Rs. 15,000 will be paid to all employees covered and bound by this Agreement who is in employment as at date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis.
 - (a) An initial payment of Rs. 2500 will be paid before the Sinhalese/Tamil New Year in April 2009.
 - (b) A further payment of Rs. 5000 will be paid on 1st June 2009.
 - (c) The balance instalment of Rs. 7500 will be paid on 1st September 2009.
- (ii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413 will be consolidated into the salaries with effect from 1st October 2008. 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 ranges applicable will accordingly be revised as per schedule II of this agreement.
- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (v) With effect from 01.10.2011, 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 September 2011.
- (vi) In the case of Field Officers / Storekeepers who are presently entitled to an allowance on account of work as a Storekeeper, 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.

Junior Asst. Field Officer	-	Rs. 1,020/-
Asst. Field Officer	-	Rs. 1,080/-
Field Officer	-	Rs. 1,260/-
Field Officer Special Grade	-	Rs. 1,380/-

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

12. *Hours of Work and Overtime.*—

- (i) The working week shall be six days of forty-eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty-eight hours per week or ten hours per day shall be deemed to be overtime.
- (ii) If required by his employer, an employee shall work reasonable overtime, which has been authorized by the employer. Each hour of overtime work shall be calculated by dividing the monthly rate by two hundred and forty (240) multiplied by one and a half (1 1/2)

13. *Leave.*— (1) Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit: This right shall not extend to any employee recruited after 1st September 1993.

- (2) (i) *Sick Leave.*— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of 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.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

(3) *Casual Leave.*— All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

(4) Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual leave.

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

February 4th	-	Independence Day
April 13th or 14th	-	Sinhala / Tamil New Year
May 1st	-	May Day

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

16. *Age of Retirement.*—

- (i) Unless the letter of appointment specifies a higher retirement 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. Such suspension shall be in writing.

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.

- (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 an year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

- (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.

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 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 Regional Plantations Companies covered and bound by this Agreement morefully described in Schedule I to this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in a situation of amalgamation/sub leasing 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.

Elevation below 4,500 feet (Factory Elevation)

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

Elevation above 4,500 feet (Factory Elevation)

Senior staff	—	170	units
Junior staff	—	130	units
Other/Minor staff	—	105	units

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

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

3. **Tea Allowance.**— The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior staff	—	2	kgs
Junior staff	—	1 1/2	kgs
Other/Minor staff	—	1	kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. **Death Grant.**—


1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 25,000 as funeral expenses.
2. The dependents 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 withing one month of the death of the staff member.

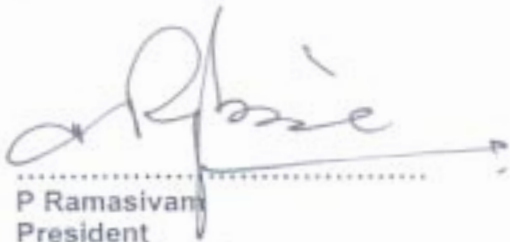
5. **Medical Aid Scheme.**— A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

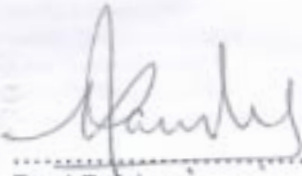
24. **Interpretation.**—

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 Dsputes 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
Second day of April Two Thousand and Nine


.....
Lalith Obeyesekere
Chairman
Plantation Services Employers' Group



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

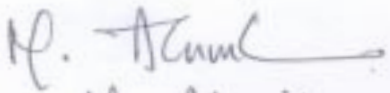

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Ravi Petris
Director General
The Employers' Federation of Ceylon

Witnesses

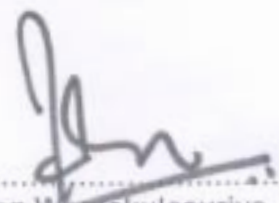
1. 
.....
N.R.H. Retnath

1.


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

2. 
.....
M. Alunihare

2.


.....
Anton Waniakulasuriya
Treasurer
Ceylon Estates Staffs' Union

SCHEDULE I

Agalawatte Plantations Limited
 Agarapatana Plantations Limited
 Balangoda Plantations Limited
 Bogawantalawa Plantations Limited
 Elpitiya Plantations Limited
 Elkaduwa Plantations Limited
 Hapugastenne Plantations Limited
 Horana Plantations Limited
 Kahawatte Plantations Limited
 Kegalle Plantations Limited
 Kelani Valley Plantations Limited
 Kotagala Plantations Limited
 Madulsima Plantations Limited
 Malwatte Valley Plantations Limited
 Maskeliya Plantations Limited
 Maturata Plantations Limited
 Namunukula Plantations Limited
 Pussellawa Plantations Limited
 Talawakelle Plantations Limited
 Udapussellawa Plantations Limited
 Watawala Plantations Limited.

SCHEDULE II

SUPERVISORY STAFF - SALARY RANGES

Junior Asst. Field Officer	Rs. 15,135.00 - Rs. 22,635.00 Annual Increment 150
Asst. Field Officer	Rs. 15,415.00 - Rs. 25,415.00 Annual Increment 200
Field Officer	Rs. 15,980.00 - Rs. 28,480.00 Annual Increment 250
Field Officer Sp. Grade	Rs. 18,510.00 - Rs. 48,510.00 Annual Increment 600

Schedule III - Field Officer Special Grade

Stage	Current Salary	Salary Revision (2,500 + 8,413)	Placement on Salary Range
	Rs.	Rs.	Rs.
1	7,595.00	10,913.00	18,508.00
2	7,845.00	10,913.00	18,758.00
3	8,095.00	10,913.00	19,008.00
4	8,345.00	10,913.00	19,258.00
5	8,595.00	10,913.00	19,508.00
6	8,845.00	10,913.00	19,758.00
7	9,095.00	10,913.00	20,008.00
8	9,345.00	10,913.00	20,258.00
9	9,595.00	10,913.00	20,508.00
10	9,845.00	10,913.00	20,758.00

Schedule III – Field Officer Special grade

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
11	10,095.00	10,913.00	21,008.00
12	10,345.00	10,913.00	21,258.00
13	10,595.00	10,913.00	21,508.00
14	10,845.00	10,913.00	21,758.00
15	11,095.00	10,913.00	22,008.00
16	11,345.00	10,913.00	22,258.00
17	11,595.00	10,913.00	22,508.00
18	11,845.00	10,913.00	22,758.00
19	12,095.00	10,913.00	23,008.00
20	12,345.00	10,913.00	23,258.00
21	12,595.00	10,913.00	23,508.00
22	12,845.00	10,913.00	23,758.00
23	13,095.00	10,913.00	24,008.00
24	13,345.00	10,913.00	24,258.00
25	13,595.00	10,913.00	24,508.00
26	13,845.00	10,913.00	24,758.00
27	14,095.00	10,913.00	25,008.00
28	14,345.00	10,913.00	25,258.00
29	14,595.00	10,913.00	25,508.00
30	14,845.00	10,913.00	25,758.00
31	15,095.00	10,913.00	26,008.00
32	15,345.00	10,913.00	26,258.00
33	15,595.00	10,913.00	26,508.00
34	15,845.00	10,913.00	26,758.00
35	16,095.00	10,913.00	27,008.00
36	16,345.00	10,913.00	27,258.00
37	16,595.00	10,913.00	27,508.00
38	16,845.00	10,913.00	27,758.00
39	17,095.00	10,913.00	28,008.00
40	17,345.00	10,913.00	28,258.00
41	17,595.00	10,913.00	28,508.00
42	17,845.00	10,913.00	28,758.00
43	18,095.00	10,913.00	29,008.00
44	18,345.00	10,913.00	29,258.00
45	18,595.00	10,913.00	29,508.00
46	18,845.00	10,913.00	29,758.00
47	19,095.00	10,913.00	30,008.00
48	19,345.00	10,913.00	30,258.00
49	19,595.00	10,913.00	30,508.00
50	19,845.00	10,913.00	30,758.00
51	20,095.00	10,913.00	31,008.00

Schedule III - Field Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2500+8413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	5,065.00	10,913.00	15,978.00
2	5,165.00	10,913.00	16,078.00
3	5,265.00	10,913.00	16,178.00
4	5,365.00	10,913.00	16,278.00
5	5,465.00	10,913.00	16,378.00
6	5,565.00	10,913.00	16,478.00
7	5,665.00	10,913.00	16,578.00
8	5,765.00	10,913.00	16,678.00
9	5,865.00	10,913.00	16,778.00
10	5,965.00	10,913.00	16,878.00
11	6,065.00	10,913.00	16,978.00
12	6,165.00	10,913.00	16,078.00
13	6,265.00	10,913.00	17,178.00
14	6,365.00	10,913.00	17,278.00
15	6,465.00	10,913.00	17,378.00
16	6,565.00	10,913.00	17,478.00
17	6,665.00	10,913.00	17,578.00
18	6,765.00	10,913.00	17,678.00
19	6,865.00	10,913.00	17,778.00
20	6,965.00	10,913.00	17,878.00
21	7,065.00	10,913.00	17,978.00
22	7,165.00	10,913.00	18,078.00
23	7,265.00	10,913.00	18,178.00
24	7,365.00	10,913.00	18,278.00
25	7,465.00	10,913.00	18,378.00
26	7,565.00	10,913.00	18,478.00
27	7,665.00	10,913.00	18,578.00
28	7,765.00	10,913.00	18,678.00
29	7,865.00	10,913.00	18,778.00
30	7,965.00	10,913.00	18,878.00
31	8,065.00	10,913.00	18,978.00
32	8,165.00	10,913.00	19,078.00
33	8,265.00	10,913.00	19,178.00
34	8,365.00	10,913.00	19,278.00
35	8,465.00	10,913.00	19,378.00
36	8,565.00	10,913.00	19,478.00
37	8,665.00	10,913.00	19,578.00
38	8,765.00	10,913.00	19,678.00
39	8,865.00	10,913.00	19,778.00
40	8,965.00	10,913.00	19,878.00
41	9,065.00	10,913.00	19,978.00
42	9,165.00	10,913.00	20,078.00
43	9,265.00	10,913.00	20,178.00
44	9,365.00	10,913.00	20,278.00
45	9,465.00	10,913.00	20,378.00
46	9,565.00	10,913.00	20,478.00
47	9,665.00	10,913.00	20,578.00
48	9,765.00	10,913.00	20,678.00
49	9,865.00	10,913.00	20,778.00
50	9,965.00	10,913.00	20,878.00
51	10,065.00	10,913.00	20,978.00

Schedule III - Assistant Field Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2,500 + 8,413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	4,500.00	10,913.00	15,413.00
2	4,575.00	10,913.00	15,488.00
3	4,650.00	10,913.00	15,563.00
4	4,725.00	10,913.00	15,638.00
5	4,800.00	10,913.00	15,713.00
6	4,875.00	10,913.00	15,788.00
7	4,950.00	10,913.00	15,863.00
8	5,025.00	10,913.00	15,938.00
9	5,100.00	10,913.00	16,013.00
10	5,175.00	10,913.00	16,088.00
11	5,250.00	10,913.00	16,163.00
12	5,325.00	10,913.00	16,238.00
13	5,400.00	10,913.00	16,313.00
14	5,475.00	10,913.00	16,388.00
15	5,550.00	10,913.00	16,463.00
16	5,625.00	10,913.00	16,538.00
17	5,700.00	10,913.00	16,613.00
18	5,775.00	10,913.00	16,688.00
19	5,850.00	10,913.00	16,763.00
20	5,925.00	10,913.00	16,838.00
21	6,000.00	10,913.00	16,913.00
22	6,075.00	10,913.00	16,988.00
23	6,150.00	10,913.00	17,063.00
24	6,225.00	10,913.00	17,138.00
25	6,300.00	10,913.00	17,213.00
26	6,375.00	10,913.00	17,288.00
27	6,450.00	10,913.00	17,363.00
28	6,525.00	10,913.00	17,438.00
29	6,600.00	10,913.00	17,513.00
30	6,675.00	10,913.00	17,588.00
31	6,750.00	10,913.00	17,663.00
32	6,825.00	10,913.00	17,738.00
33	6,900.00	10,913.00	17,813.00
34	6,975.00	10,913.00	17,888.00
35	7,050.00	10,913.00	17,963.00
36	7,125.00	10,913.00	18,038.00
37	7,200.00	10,913.00	18,113.00
38	7,275.00	10,913.00	18,188.00
39	7,350.00	10,913.00	18,263.00
40	7,425.00	10,913.00	18,338.00
41	7,500.00	10,913.00	18,413.00
42	7,575.00	10,913.00	18,488.00
43	7,650.00	10,913.00	18,563.00
44	7,725.00	10,913.00	18,638.00
45	7,800.00	10,913.00	18,713.00
46	7,875.00	10,913.00	18,788.00
47	7,950.00	10,913.00	18,863.00
48	8,025.00	10,913.00	18,938.00
49	8,100.00	10,913.00	19,013.00
50	8,175.00	10,913.00	19,088.00
51	8,250.00	10,913.00	19,163.00

Schedule III - Jr. Asst. Field Officer

<i>Stage</i>	<i>Current Salary</i>	<i>Salary Revision (2500+8413)</i>	<i>Placement on Salary Range</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
1	4,220.00	10,913.00	15,133.00
2	4,275.00	10,913.00	15,188.00
3	4,330.00	10,913.00	15,243.00
4	4,385.00	10,913.00	15,298.00
5	4,440.00	10,913.00	15,353.00
6	4,495.00	10,913.00	15,408.00
7	4,550.00	10,913.00	15,463.00
8	4,605.00	10,913.00	15,518.00
9	4,660.00	10,913.00	15,573.00
10	4,715.00	10,913.00	15,628.00
11	4,770.00	10,913.00	15,683.00
12	4,825.00	10,913.00	15,738.00
13	4,880.00	10,913.00	15,793.00
14	4,935.00	10,913.00	15,848.00
15	4,990.00	10,913.00	15,903.00
16	5,045.00	10,913.00	15,958.00
17	5,100.00	10,913.00	16,013.00
18	5,155.00	10,913.00	16,068.00
19	5,210.00	10,913.00	16,123.00
20	5,265.00	10,913.00	16,178.00
21	5,320.00	10,913.00	16,233.00
22	5,375.00	10,913.00	16,288.00
23	5,430.00	10,913.00	16,343.00
24	5,485.00	10,913.00	16,398.00
25	5,540.00	10,913.00	16,453.00
26	5,595.00	10,913.00	16,508.00
27	5,650.00	10,913.00	16,563.00
28	5,705.00	10,913.00	16,618.00
29	5,760.00	10,913.00	16,673.00
30	5,815.00	10,913.00	16,728.00
31	5,870.00	10,913.00	16,783.00
32	5,925.00	10,913.00	16,838.00
33	5,980.00	10,913.00	16,893.00
34	6,035.00	10,913.00	16,948.00
35	6,090.00	10,913.00	17,003.00
36	6,145.00	10,913.00	17,058.00
37	6,200.00	10,913.00	17,113.00
38	6,255.00	10,913.00	17,168.00
39	6,310.00	10,913.00	17,223.00
40	6,365.00	10,913.00	17,278.00
41	6,420.00	10,913.00	17,333.00
42	6,475.00	10,913.00	17,388.00
43	6,530.00	10,913.00	17,443.00
44	6,585.00	10,913.00	17,498.00
45	6,640.00	10,913.00	17,553.00
46	6,695.00	10,913.00	17,608.00
47	6,750.00	10,913.00	17,663.00
48	6,805.00	10,913.00	17,718.00
49	6,860.00	10,913.00	17,773.00
50	6,915.00	10,913.00	17,828.00
51	6,970.00	10,913.00	17,883.00