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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : සා.ගි/වතු/04/2017.

Collective Agreement - Technical Staff

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, No. 385 J3, Old Kotte Road, Rajagiriya of the one part and The Ceylon Estate Staffs' Union, No. 6, Aloe Avenue, Colombo 3 of the other part on 23rd day of March 2017 regarding the 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).

A. WIMALAWEERA,
Acting Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
25th August 2017.

Collective Agreement No. 19 of 2017

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 Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, made and entered into on the Twenty Third day of March Two Thousand Seventeen 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 of 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 hereon.

4. *Earlier Agreements*

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the 'disputes committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee' 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 1st October 2016 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 2019.

6. *General Terms and Conditions*

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st March 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date. Accordingly no arrears shall be due in respect of any payment whatsoever relating to such revised terms for the period 1st October 2016 up to 28th February 2017.
- ii. Grading of employees covered shall be at the discretion of the Employer.

- iii. 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 of 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*

- 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 Two Thousand (Rs. 2,000/-) per mensem.

- iv. Overlooking period shall not exceed 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

10% increment of the following allowances, depending on the grade to which they belong, and the revised allowance will be as follows :

Junior Asst. Factory Officer - Rs. 1,122/-+10% = Rs. 1,234/-
Asst. Factory Officer - Rs. 1,188/-+10% = Rs. 1,307/-
Senior Asst. Factory Officer - Rs. 1,386/-+10% = Rs. 1,525/-
Factory Officer - Rs. 1,518/-+10% = Rs. 1,670/-
Factory Officer Special Grade - Rs. 1,584/-x10% = Rs. 1,742/-

11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st March 2017 shall be as follows :

- With effect from 1st March 2017, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25% based on last drawn salary.
- In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per Schedule II of this Agreement.
- 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 12.5% 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.
- Subject to the provisions set out in clause 6(1) above, the Regional Plantations Companies covered and bound will to pay the revised salaries in the month of March 2017.

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 a

- 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.
- 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

- 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.
- (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 of 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 employees. 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 specified a higher retiral age, the age of retirement shall be 60 years

and will be applicable to those who are in employment as at the date of signing this Agreement.

- 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 employees 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*.

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 month's notice in writing.
3. Employees whose children are sitting for the GCE OL/ AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. The provision of sub-clauses (1), (2) (3) and (4) 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, where as stoppage would be only for the period relevant to the stoppage.

3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.

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 to 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 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 manual 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 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. *Disputes Resolution Committee*

It is agreed by parties that a disputes resolution committee' comprising of 4 members each representing the Employers' Federation of Ceylon

and the Ceylon Estates Staff Union will be formed. Such committee will meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provision of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice.

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 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, two Vice Presidents of the Union shall be allowed twelve days duty leave which may be shared, on condition that the total leave availed jointly by these two Vice Presidents shall not exceed twelve days in any one year.

5. 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 jointly by these two Office bearers shall not exceed twelve days in any one year.

Part II

1. The Regional Plantation Companies covered and bound by this Agreement more fully described in Schedule I to this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub-leasing of estates / divisions/ factories prior to such situations.

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

Elevation above 4,500 feet (Factory Elevation)

Senior staff - 170 units
Junior staff - 130 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 25 liters 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.

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. 75,000/- as funeral expenses.
2. The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provide 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

1. The Employee contribution to the medical aid scheme will be 5% and the Employers' contribution shall be 10%.
2. 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.

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 23rd day of March Two Thousand and Seventeen.

A. L. W. Goonewardena
Chairman
Plantation Services
Employers' Group

Dhammika Jayawardene
President
Ceylon Estate Staffs' Union

W. M. K. L. Weerasinghe
Director General
The Employers'
Federation of Ceylon

Witnesses

SCHEDULE I (Contd.)

1.	1.	Kegalle Plantations PLC
Dilantha Seneviratne	Mr. Nath Amarasinghe	Kelani Valley Plantations PLC
Director/ CEO	General Secretary	Kotagala Plantations PLC
Talawakelle Tea Estates PLC	Ceylon Estate Staffs' Union	Madulsima Valley Plantations PLC
		Malwatte Valley Plantations PLC
		Maskeliya Plantations PLC
		Maturata Plantations Limited
		Namunukula Plantations PLC
		Pussellawa Plantations Limited
		Talawakelle Tea Estates PLC
		Udapussellawa Plantations PLC
		Watawala Plantations PLC
2.	2.	
Mahen Madugalle	Robert Francis	
Director/ CEO	Treasurer	
Kotagala Plantations PLC	Ceylon Estate Staffs' Union	

SCHEDULE II

Technical Staff Salary Ranges

3.	3.	Junior Asst.	Rs. 23,650.00	
Prasad de Silva	S. S. Jayakumar	Factory Officer	- Rs. 41,650.00	
Assistant Director General	Deputy President		Annual increment	450
Head of Plantation Services	Ceylon Estate Staffs' Union	Asst. Factory Officer	Rs. 24,100.00	
The Employers' Federation of Ceylon			- Rs. 46,100.00	
			Annual increment	550
		Snr. Asst. Factory Officer	Rs. 24,600.00	
			- Rs. 51,600.00	
			Annual increment	675
		Factory Officer	Rs. 25,850.00	
			- Rs. 67,850.00	
			Annual increment	1050
		Sp. Grade Factory Officer	Rs. 31,100.00	
			- Rs. 85,100.00	
			Annual increment	1350

SCHEDULE I

Agalawatte Plantations PLC
Agarapatana Plantations Limited
Balangoda Plantations PLC
Bogawantalawa Tea Estates PLC
Elpitiya Plantations PLC
Elkaduwa Plantations Limited
Hapugastenne Plantations PLC
Horana Plantations PLC
Kahawatte Plantations PLC

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