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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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No. 2305/02 – MONDAY, NOVEMBER 07, 2022

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1871.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between South Asia Gateway Terminals (Pvt) Ltd, No. 117, Sir Chittampalam A Gardiner Mawatha, Colombo 02 of the One Part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the Other Part on 03rd May 2022 is hereby published in terms of Section 06 of the Industrial Disputes Act, (Chapter 131) of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
19th October, 2022.



Collective Agreement No. 11 of 2022

COLLECTIVE AGREEMENT 2022 BETWEEN SOUTH ASIA GATEWAY TERMINALS (PVT) LTD AND INTER COMPANY EMPLOYEES UNION

THIS COLLECTIVE AGREEMENT made and entered into on this 3rd day of May, Two Thousand and Twenty Two between SOUTH ASIA GATEWAY TERMINALS (PVT) LTD., having its Registered Office at 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 and bearing Company Registered No. PV 326 (hereinafter referred to as the 'Employer') of the one part and INTER COMPANY EMPLOYEES UNION, a Trade Union duly registered under the Trade Unions Ordinance and having its registered office at No. 10, Council Lane, Dehiwala (hereinafter referred to as 'the Union'), of the other part, witnesseth:

WHEREAS the Union has shown to the satisfaction of the Employer that it represents a majority of the Operative Grade Employees employed by the Employer AND WHEREAS it is the desire of the Union and the Employer to enter into an Agreement, which would ensure the peaceful adjustment and settlement of all disputes, which may arise between the Employer and its Employees and/ or the Union and the promotion of industrial peace, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows:

1. **Title.** - This agreement shall be known and referred to as "THE SOUTH ASIA GATEWAY TERMINALS (PVT) LTD COLLECTIVE AGREEMENT 2022".

2. **Date of Operation and Duration.** - This Collective Agreement shall be effective from the First day of April Two Thousand Twenty Two and may be terminated by either party with one (01) month's written Notice to the other, provided however, that neither party shall give such Notice prior to the Thirty First day of March Two Thousand Twenty Five. Any Notice of termination of this Agreement given by either party, prior to the Thirty First day of March Two Thousand Twenty Five, shall not be regarded as valid notice and shall be of no avail.

It is the intention of both Employer and the Union to renew the agreement on the first day of April Two Thousand Twenty Five and therefore negotiations for same may commence by the first of January Two Thousand Twenty Five.

3. **Persons Covered and Bound.** - This Agreement shall cover and bind the Employer, the Union and all the Quay Gantry Crane Operators, Rubber Tired Gantry (RTG) Crane Operators, Controllers Deck/Wharf, Controllers Yard, Reach Stacker/ Fork Lift Operators, ITT Coordinators, Receival Delivery Officers, Assistant Receival Delivery Officers, Foremen Electrical/ Mechanical/Cargo Care, Terminal Engineering Assistants Electrical/Mechanical Cargo Care Officers Stores offices and Assistant Stores Officers only, who are employed on permanent contracts of employment by the Employer at its work places in the Port Colombo and who are members of the Union.

4. **Declaration of Principle.** -

- (a) Both Employer and the Union accept the principle that the special consideration affecting the Employer is such that the wage and salary rates are a proper subject for collective bargaining between the Employer and the Union, and that the actions of other employers including Government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.
- (b) In cases in which Government does provide by legislation for benefits including increases in wages, gratuity, bonus etc., the following shall apply -

- (i) When such benefits are more favourable than the benefits stipulated, only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein,
- (ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein,
- (c) The stipulations contained in Paragraph (b) above are without prejudice to the principle contained in Paragraph (a) above.

5. **Rights and Responsibilities of Employer.** - Selection, placement, distribution, transfer and promotion of personnel, laying down of working hours and working programmes, planning and control of Terminal operations, introduction of new machinery or improved operational methods, expansion of operations facilities, enhancement of quality and operations standards, maintenance of efficiency, the consequence thereof, maintenance of discipline in the Terminal and for that purpose taking necessary disciplinary action against employees within the framework of the existing law, regulations and standing orders, are exclusively the rights and responsibilities of the Employer. Recruitment, selection and placement of employees will depend on Employer's requirement, which will not be based purely on the machinery plan. However, the Management acknowledges that the Union may raise with the Employer any grievance or dispute in the opinion of the Union that may have occurred to any of its members.

6. **General Terms and Conditions of Employment.** - The terms and conditions of this Agreement shall, as from the date hereof, and during the continuance in force of this Agreement be deemed to be included in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, the terms and conditions of this Agreement shall prevail.

7. **Variation of Terms and Conditions of Employment or Benefits.** -

- (a) The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not seek to vary or add to all or any of the practices, terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement, other than by mutual agreement in writing.
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Union or incidental thereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.

8. **Wages.** -

- (a) As from the First day of April 2022 the Employer will grant an increase in wages of 14% on the consolidated wage applicable to each employee as at March 2022 with a minimum increment value of Rs. 5,000/- and the said wage for April 2022 shall be a consolidated wage.
- (b) As from the First Day of April 2023, the Employer will grant an increase in wages of 13% calculated on the consolidated rates as at March 2023 with a minimum increment value of Rs. 4,000/- and the said wage for April 2023 shall be a consolidated wage.

- (c) As from the First day of April 2024 the Employer will grant an increase in wages of 12% calculated on the consolidated rates as at March 2024 with a minimum increment value of Rs. 3,000/- and the said wage for April 2024 shall be a consolidated wage.

9. **Work Practices.** - Both the Employer and the Union agree that the work practices are as per the employment contract, existing policies, procedures, practices, job descriptions and the agreed work practices indicated in Schedule 1 of the Collective Agreement.

10. **Overtime and Work on Holidays.** - If required by the Employer, an Employee shall work reasonable overtime authorised by the Employer in excess of his normal working hours. Reasonable hours will be determined as per Laws applicable. Overtime work or work on holidays shall be remunerated at rates presently in force.

11. **Bonus / Incentives.**-

(a) **Annual Scheme**

<i>Volume (TEUs) achieved in the last financial year ended 31st March</i>	<i>Bonus (Salary Months)</i>	<i>Volume (TEUs)</i>	<i>Bonus (Salary Months)</i>
Less than 1,200,000	1.05	1,800,000	4.75
1,200,000	2.95	1,850,000	4.90
1,250,000	3.10	1,900,000	5.05
1,300,000	3.25	1,950,000	5.20
1,350,000	3.40	2,000,000	5.35
1,400,000	3.55	2,050,000	5.80
1,450,000	3.70	2,100,000	5.95
1,500,000	3.85	2,150,000	6.10
1,550,000	4.00	2,200,000	6.25
1,600,000	4.15	2,250,000	6.40
1,650,000	4.30	2,300,000	6.55
1,700,000	4.45	2,350,000	6.70
1,750,000	4.60	2,400,000	6.85

Bonus deductions shall be based on the current procedure. Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will not be considered when ascertaining the eligibility of the Employee for the bonus payment.

Subject to the above, other existing conditions and practices governing the payment of bonus shall remain unchanged.

(b) **Year end unutilised leave bonus**

During any calendar year any employee who has an un-availed leave balance of 14 or more days of sick and casual leave, such employee will be granted a bonus equivalent to half a month's basic salary in the month of January in each year. However, any employee who has been placed on no pay leave even for half a day shall not qualify for this bonus payment.

Provided, however, any absence without pay imposed by way of a decision of the Employer either pending the conclusion of disciplinary inquiry or by way of punishment will Not be considered when ascertaining the eligibility of the Employee for the bonus payment.

(c) Leave Encashment

Employees will be paid for their unutilised sick/casual and annual leave as per the current practice.

(d) Attendance Incentive

- (i) The Employer will pay a monthly attendance incentive to the Employees subject to the conditions set out herein.
- (ii) This incentive will be calculated monthly and paid once a month, based on the following criteria.
 - (a) An employee who reports for all rostered shifts in a calendar month will be paid Rs. 8,000/-
 - (b) An employee who avails half ($\frac{1}{2}$) a day's or one (1) day's leave during a calendar month will be paid Rs. 5,000/-
 - (c) An employee who avails one and half ($1\frac{1}{2}$) or two days' (2) leave during a calendar months will be paid Rs. 3,000/-
- (iii) Unauthorised absence or any form of no-pay leave for any period of time will result in the loss of the total incentive for that month.
- (iv) Annual leave will, for this purpose, be reckoned as days present.
- (v) Employees will Not be eligible for this incentive once they have exhausted their Sick/Casual Leave quota of that calendar year. However, any justifiable reason such as prolonged illness/accidents may be considered an exception, at the discretion of the Employer.

(e) Travelling Allowance

The Employer shall pay employees engaged in shift duties a daily transport allowance of Rs. 600/- as per the existing practice for each shift attended.

(f) Productivity based Incentive Scheme (PBIS)

It is agreed by the Employer and the Unions that the Productivity Based Incentive Scheme (PBIS) shall be as per the scheme set out in Schedule 2 hereto.

- (g) A gift voucher of following value shall be granted to each employee as per the current practice in the month of December each year for the duration of this Agreement.
 - i. 2022 December - Rs. 20,000/-
 - ii. 2023 December - Rs. 22,000/-
 - iii. 2024 December - Rs. 25,000/-
- (h) Other than what has been set out in (g) above, there shall be no other payment or gift to employees either in terms of cash or gift vouchers for the duration of this Agreement.

(i) Government Action on Bonus

If at any time during the continuance in force of this Agreement, the Government introduces by legislation for any scheme of bonus or payment under any attendance incentive or production scheme, the employees covered will Not be entitled to the benefits of such scheme in addition to the bonus or bonuses provided for in this Agreement. In the event of such Government legislation, the employees covered shall be entitled to the more favourable scheme of bonus or incentive or production payments.

(j) Work during April new year Holiday Period

With effect from April 2022 employees who engage in work in all rostered shifts/days during April New Year Holiday period from 12th day of April to 16th day of April each year will be granted a payment of Rs. 3,500/- per working shift following the current practice.

12. **Distress Loan.** - Confirmed Employees who have a period of less than five-years of service in permanent employment may apply for a distress loan amounting Rs. 75,000/- once a year (12 months) and Employees who have completed five years of service or more in permanent employment may apply for a distress loan amounting Rs. 150,000/- once a year (12 months) for an emergency requirement acceptable to the Employer. The recovery period of such loan will be ten (10) months commencing from the date of granting the loan and the loan will be granted subject to the requirement of total deductions including the loan instalment Not exceeding 60% of the salary of each month.

13. **Death Mutual Benefit Scheme.** - The Employer shall grant a sum of Rs. 150,000/- to an Employee in the event of a death of his/her immediate family member (namely the spouse, children and parents of the employee) and in the event of a death of his/her father-in-law or mother-in-law as defined in the existing Death Mutual Benefit Scheme. The total employee contribution for such event shall be Rs. 125,000/- regulated in terms of the Death Mutual Benefit Scheme.

14. **Employees Insurance Scheme.** - Employees will be covered with the following insurance schemes.

(a) Surgical and Hospitalisation Insurance Cover will be revised for the next 3 years as follows :

Indoor - Rs. 350,000/- per annum.

Outdoor - Rs. 40,000/- per annum.

(b) Group Life Insurance Cover

Rs. 3,000,000/-

(c) Personal Accident Insurance Cover

Rs. 1,350,000

(d) Workmen's Compensation Insurance Cover

As per the Workmen's Compensation Act

Payment will be made as per the agreement between the Employer and the Insurance Company.

15. **Check Off.** -

(a) This clause shall apply to the Employer so long as the Union maintain a membership in the workplace of the employer of Not less than forty percent (40%) of the Employees covered and bound by this Agreement and so long as this Agreement subsists.

- (b) The Employer shall, on the written request of an Employee, deduct from the wages due to such Employee the current monthly union dues as are specified by the Employee to be payable monthly by Employees to the Union and remit the amount so deducted to the Union.
- (c) Every Employee who agrees to the deduction of union dues from his wages shall sign an “authorisation” and forward it to the Employer.
- (d) Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect and forwarding it to the Employer.

16. **Employees' Grievances Procedure.** – In the event of an Employee grievance, the following procedure shall be followed in resolving such grievance.

- (a) The Employee will, in the first instance discuss the grievance with the Departmental Executive.
- (b) If the grievance is not satisfactorily resolved, the employee may then discuss the matter with the Departmental Manager. The Departmental Manager will if necessary, in consultation with the Employer's Management endeavour to arrive at a satisfactory solution in respect of the grievance.
- (c) In the event of the grievance not being resolved at the level of the Departmental Manager, the issue in grievance will then be discussed by the Employee with the Employment Practices Manager/Human Resource Manager of the Employer.
- (d) If no satisfactory solution is arrived at, then the issue in grievance will be discussed by the Branch Union and the Employer's Management. At such discussion, the number of representatives from each side shall Not exceed four (4).

17. **Disputes Resolution Procedure.** – In the event of a dispute pertaining to a matter not covered by this Agreement, both parties agree that they shall settle such dispute by strictly adhering to the procedure set out below:

- (a) Whenever, there is a dispute, a written statement of the dispute shall be forwarded by the Branch Union to the Employer, and at least two weeks' time given for the Employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter shall be referred to the parent Union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of EFC and the parent Union, the conciliatory proceedings under the Industrial Dispute Act shall be followed.
- (d) If after conciliation has failed in the Labour Department, the Union wishes to take trade union action, written Notice of Not less than 14 days shall be given to the Employer, the EFC and the Commissioner General of Labour prior to initiating such action.

18. **Disciplinary Inquiry Procedure.** –

- (a) Within Five (5) working days of the date of the Show Cause Notice, the employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such Employee.

- (b) The Employer shall allow a member of the Union in employment of the Employer to be present as an observer at the inquiry.

19. **Trade Union Action.** - The Union and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any form of trade Union action in respect of any Dispute covered or related to this Agreement.

20. **Consequences of Termination of Agreement.** - On the termination of this Agreement all terms, conditions, facilities and concessions enjoyed by the Union and/ or members under this Agreement shall ipso facto cease. Employee benefits as per the Collective Agreement will remain unchanged provided Employees continue with the agreed work practices, terms and condition stipulated in this agreement.

21. **Breaches of the Agreement by the Union and/or its Members.** - If in the opinion of the Employers' Federation of Ceylon, the Union or their members have committed a breach of this Agreement, then and in such event the Employer reserves the right, inter alia, to withdraw all or any of the facilities or benefits granted to the Employees, or to the Union seven (7) days' after raising such breach with the Union in writing without prejudice to the Employer's right to restore such facilities or benefits upon such terms and conditions as the Employer and the Employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justification of such withdrawal.

If in the opinion of the Union, the Employer has committed a breach of this Agreement then and in such event, the Union would have the right to refer such matter to the Commissioner of Labour.

22. **Interpretation of Agreement.** - Any dispute over the interpretation of this Agreement shall be settled by voluntary arbitration under section 3 (i) (d) of the Industrial Dispute Act (1950).

23. **Definitions.** - Unless the context otherwise requires the following words shall have the following meaning-

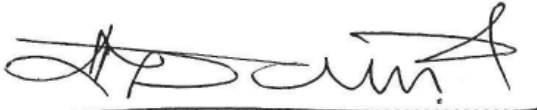
- (a) "Employee" or "Workman" shall mean an employee in the permanent employment of the Company and is covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Dispute Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the proviso that it shall Not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

Words importing the singular number shall include the plural number and *vice versa*.

In witness whereof the parties hereto have, by thier duly authorized officers. caused this Collective Agreement to be executed on this 3rd day of May 2022 at Colombo.

FOR AND ON BEHALF OF
SOUTH ASIA GATEWAY TERMINALS
(PVT) LIMITED:



ROMESH DAVID
CHIEF EXECUTIVE OFFICER

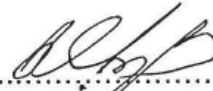
FOR AND ON BEHALF OF
INTER COMPANY EMPLOYEES UNION:



WASANTHA SAMARASINGHE
PRESIDENT



THUSHARA JAYAWARDENA
GENERAL MANAGER -HR



SOMADASA WEERATHUNGA
SENIOR DEPUTY CHAIRMAN

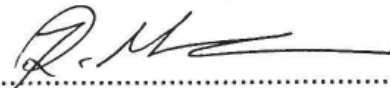
WITNESSES:



UPUL JINADASA
CHIEF OPERATING OFFICER



S.P.K. DEVAGE
PRESIDENT - ICEU (SAGT BRANCH)



THANUJA MORATUWA
DEPUTY GENERAL MANAGER - FINANCE

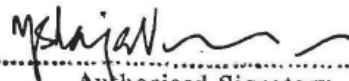


NALIN PULLEPERUMA
SECRETARY - ICEU (SAGT BRANCH)



VAJIRA ELLEPOLA
DEPUTY DIRECTOR GENERAL - EFC

SOUTH ASIA GATEWAY TERMINALS (PVT) LTD



Authorised Signatory.

Schedule I

Work Practices

Quay Crane Operators, RIG/CRANE Operators, Reach Stacker/Forklift Operators, Controllers Yard, Controllers Deck/Wharf, Receival Delivery Officers, Assistant Receival Delivery Officer

Foremen Electrical/Mechanical/Cargo Care, Terminal Engineering Assistants Electrical/Mechanical, Cargo Care Officers, ITT Coordinators, Stores Officers, Assistant Stores Officers.

Quay Crane Operators

1. Work pattern - 6 hours in the normal shift 3 hrs in the overtime shift following the normal shift and 6 hrs in the shift after the overtime shift.
2. *Quay Crane Operators agree to :*
 - (a) Operate 10 out of 12 cranes during the shift at all times and 1 crane will be parked for maintenance during each shift. Maximum number of cranes available for operational use during a shift would be 11.
 - (b) Deploy an 11th crane once in a shift by ensuring necessary changeovers to meet company exigencies. Such operational exigencies of the company shall be conveyed in advance (i.e. to be Notified at the commencement of the shift of the date of deployment).
 - (c) To designate the crane that is to be parked during the shift for maintenance at the beginning of the shift.
 - (d) Operators to change 2 cranes once within the shift if number of cranes used within the shift shall be 9 or less. Such requirement will be Notified at the commencement of the shift.
 - (e) In the event of machine breakdown, operators agree to take over any other crane which is parked and operate that crane.
 - (f) An operator shall Not be asked to change cranes within the 3 hour roster allocated to the specific crane. However, this is Not applicable if the specific crane breaks down. In such situations, the operator shall change the crane immediately.
 - (g) Deck/Wharf Controllers who were assigned to specific crane to be changed shall change point of work and resume work at the new crane.
3. An operator shall drive for a maximum of 3 hours continuously in any part of the drive roster and Not leave the machine unmanned till the relief driver takes it over.

RTG/Crane Operators

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift. If an operator is working three consecutive shifts, he shall work 6 hours in the third shift. However, if it is found that the employees abuse this work arrangement to create overtime work, the Employer reserves the right to revert to the substantive work arrangement which is 8 hours in the third consecutive shift.

2. Operators shall change from one crane to another as per the requirements and will drive any crane they are allocated to,
3. An Operator may drive for a maximum of 4 hours continuously in any part of the drive roster as per the current practice and Not leave the machine unmanned till the relief driver takes it over.

Reach Stacker / Forklift Operators

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift.
2. An Operator may drive for a maximum of 4 hours continuously in any part of the drive roster and Not leave the machine unmanned till the relief driver takes it over.
3. The Operator shall have total responsibility for the maintenance of gear stores i.e. ensuring orderliness of gear stores and maintaining the gear. In this regard, they will provide guidance to the assistants.
4. Work any two machines (Forklift machine / Reach Stackers) during the shift with 3 operators. In case a 3rd machine is required to work due to exigencies the required number of staff will be deployed on overtime.

Controllers - Yard

1. Work pattern - 8 hours in the normal shift 4 hrs in the overtime shift following the normal shift and 8 hrs in the shift after the overtime shift.
2. Point of Work of the Controller - Yard, will be changed as per operational requirements.

Controllers - Deck / Wharf

1. Work pattern - 8 hours in the normal shift, 4 hours in the overtime shift and 8 hours after the overtime shift.
2. Point of Work (Quay Crane) of the Controller Deck / Wharf will be changed as per the Operational requirement of the shift and they will work any Point of Work (Quay Crane) they are allocated to work during the shift.
3. Work practice described above under QC operators (clause No. 2) shall be applicable to Deck / Wharf Controllers as well.

Quay Crane Operators, RTG / Crane Operators, Reach Stacker / Forklift Operators, Controllers - Yard and Controllers - Deck / Wharf. - Employees may leave the work premises, having indicated in the register provided for the purpose and sign out after completion of their duties according to the roster, thereby ensuring no machine / Point of Work is left unmanned to ensure continuance of work.

Receival Delivery Officers

1. Work pattern - 10.5 hours in the normal shift, 6 hours in the overtime shift following the normal shift and 10.5 hours in the shift after the overtime shift.
2. In the event all six Receival Delivery Officers in the shift are at work two employees may leave the work premises, one employee at 4.30 pm/am and the other at 5.00 am/pm having obtained permission from the Line Manager

/ Executive and sign out after completion of their duties according to the roster, thereby ensuring all four gates are manned.

3. In the event five Receival Delivery Officers are at work, only one employee may leave the work premises at 5.00 am/pm having obtained permission from the Line Manager / Executive and sign out after completion of their duties according to the roster thereby ensuring all four gates are manned.

Assistant Receival Delivery Officer

1. Work pattern - 10.5 hours in the normal shift, 6 hours in the overtime shift and 10.5 hours in the shift after the overtime shift.
2. In the event of all six Assistant Receival Delivery Officers are at work one employee may leave the work premises at 4.30 am/pm or 5.00 am/pm as the case may be, having obtained permission from the Line Manager / Executive and sign out after completion of their duties according to the roster, thereby ensuring no work disruption.

Foremen Electrical / Mechanical / Cargo care, Terminal Engineering Assistants Electrical / Mechanical, Cargo Care officers,

ITT Coordinators, Stores Officers, Assistant Stores Officers

1. Work pattern - As per the Job Description / Current Work Practices.
2. Employees in Engineering Department may work a shift in lieu of the normal shift if they so wish to on the requirement of the Employer. In other words, no employee will be forced to change his normal shift. Reduction in number of shifts if any, due to above change will Not affect attendance bonus or PBIS.

Schedule 2

Productivity Based Incentive Scheme (PBIS)

1. *BMPH Factor*

- (a) Target BMPH applicable for each ship will be determined per the table below and the berth plan will be made accordingly. Applicable Crane Intensity for planning purpose will be determined based on input received from the Central Planners of respective vessel operator. Yard stock as at the beginning of the shift during which the ship is expected to berth will be used. ETA and ETD of the ship will be determined using the applicable BMPH target and the berthing plan for the ship will be determined and communicated to the ship operator accordingly.

YARD	CRANE INTENSITY											
	0.25	0.5	0.75	1.00	1.50	2.00	2.50	3.00	3.50	4.00	4.50	5.00
15.000	8.5	17.0	25.5	34.0	51.0	68.0	85.0	102.0	119.0	136.0	153.0	170.0
15.500	8.3	16.5	24.8	33.0	49.5	66.0	82.5	99.0	115.5	132.0	148.5	165.0
16.000	8.0	16.0	24.0	32.0	48.0	64.0	80.0	96.0	112.0	128.0	144.0	160.0
16.500	8.0	16.0	24.0	32.0	48.0	64.0	80.0	96.0	112.0	128.0	144.0	160.0
17.000	7.8	15.5	23.3	31.0	46.5	62.0	77.5	93.0	108.5	124.0	139.5	155.0
17.500	7.5	15.0	22.5	30.0	45.0	60.0	75.0	90.0	105.0	120.0	135.0	150.0
18.000	7.5	15.0	22.5	30.0	45.0	60.0	75.0	90.0	105.0	120.0	135.0	150.0
18.500	7.3	14.5	21.8	29.0	43.5	58.0	72.5	87.0	101.5	116.0	130.5	145.0
19.000	7.0	14.0	21.0	28.0	42.0	56.0	70.0	84.0	98.0	112.0	126.0	140.0
19.500	7.0	14.0	21.0	28.0	42.0	56.0	70.0	84.0	98.0	112.0	126.0	140.0
20.000	6.8	13.5	20.3	27.0	40.5	54.0	67.5	81.0	94.5	108.0	121.5	135.0
20.500	6.5	13.0	19.5	26.0	39.0	52.0	65.0	78.0	91.0	104.0	117.0	130.0
21.000	6.5	13.0	19.5	26.0	39.0	52.0	65.0	78.0	91.0	104.0	117.0	130.0
21.500	6.3	12.5	18.8	25.0	37.5	50.0	62.5	75.0	87.5	100.0	112.5	125.0
22.000	6.0	12.0	18.0	24.0	36.0	48.0	60.0	72.0	84.0	96.0	108.0	120.0
22.500	6.0	12.0	18.0	24.0	36.0	48.0	60.0	72.0	84.0	96.0	108.0	120.0
23.000	5.8	11.5	17.3	23.0	34.5	46.0	57.5	69.0	80.5	92.0	103.5	115.0
23.500	5.5	11.0	16.5	22.0	33.0	44.0	55.0	66.0	77.0	88.0	99.0	110.0
24.000	5.3	10.5	15.8	21.0	31.5	42.0	52.5	63.0	73.5	84.0	94.5	105.0
24.500	5.3	10.5	15.8	21.0	31.5	42.0	52.5	63.0	73.5	84.0	94.5	105.0
25.000	5.0	10.0	15.0	20.0	30.0	40.0	50.0	60.0	70.0	80.0	90.0	100.0
25.500	4.8	9.5	14.3	19.0	28.5	38.0	47.5	57.0	66.5	76.0	85.5	95.0
26.000	4.8	9.5	14.3	19.0	28.5	38.0	47.5	57.0	66.5	76.0	85.5	95.0
26.500	4.5	9.0	13.5	18.0	27.0	36.0	45.0	54.0	63.0	72.0	81.0	90.0
27.000	4.3	8.5	12.8	17.0	25.5	34.0	42.5	51.0	59.5	68.0	76.5	85.0
27.500	4.3	8.5	12.8	17.0	25.5	34.0	42.5	51.0	59.5	68.0	76.5	85.0
28.000	4.0	8.0	12.0	16.0	24.0	32.0	40.5	48.0	56.0	64.0	72.0	80.0
28.500	3.8	7.5	11.3	15.0	22.5	30.0	37.5	45.0	52.5	60.0	67.5	75.0
	BMPH TABLE											

- (b) Actural data in the Vessel Performance Report (VPR) generated after the completion of the ship will be the final information used for PBIS purposes. If there is a variance in planned vs actual CI, the final CI as per the VPR will be used to determine the applicable BMPH target for the ship.
- (c) BMPH achieved as per the Gross Ship Rate will be used for calculation purposes. (Labour On to Labour Off)
- (d) Success rate will be determined based on the final achieved GSR as per the VPR over the Target BMPH planned.
- (e) Applicable rate for each ship will be determined from the table below.

Success Rate From	To	Amount
0	90%	-
90.01%	100%	450.00
100.01%	110%	500.00
110.01%	120%	550.00
120.01%	200%	600.00

Sample calculation is as follows.

Sample BMPH Calculation	
Actual CI from VPR	3
Average Yard	24,200
Target BMPH	63
Actual BMPH	58
Rate	92%
Applicable Amount	450.00

(f) Average figure earned for all ships will be paid to staff for each shift worked.

2. Vessel Throughput Factor. –

a. Vessel Throughput handled by each shift will be rewarded as per the table below.

	VESSEL MOVES																			
	200	400	600	800	1000	1200	1400	1600	1800	2000	2200	2400	2600	2800	3000	3200	3400	3600	3800	4000
15,000	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
15,500	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
16,000	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
16,500	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
17,000	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
17,500	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
18,000	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
18,500	70	90	110	140	180	240	310	410	540	600	660	730	810	900	950	1,000	1,050	1,110	1,170	1,230
19,000	70	90	120	150	200	260	340	450	590	650	720	800	880	970	1,020	1,080	1,140	1,200	1,260	1,330
19,500	70	90	120	150	200	260	340	450	590	650	720	800	880	970	1,020	1,080	1,140	1,200	1,260	1,330
20,000	70	90	120	160	210	270	360	480	640	710	790	870	960	1,060	1,120	1,180	1,240	1,310	1,380	1,450
20,500	70	90	120	160	210	270	360	480	640	710	790	870	960	1,060	1,120	1,180	1,240	1,310	1,380	1,450
21,000	90	110	140	180	230	300	390	520	690	760	840	930	1,030	1,140	1,200	1,260	1,330	1,400	1,470	1,550
21,500	90	110	140	180	230	300	390	520	690	760	840	930	1,030	1,140	1,200	1,260	1,330	1,400	1,470	1,550
22,000	90	110	140	180	240	320	420	560	740	820	910	1,010	1,120	1,240	1,310	1,380	1,450	1,530	1,610	1,700
22,500	90	110	140	180	240	320	420	560	740	820	910	1,010	1,120	1,240	1,310	1,380	1,450	1,530	1,610	1,700
23,000	90	120	150	200	260	340	450	600	790	870	960	1,060	1,170	1,290	1,360	1,430	1,510	1,590	1,670	1,760
23,500	90	120	150	200	260	340	450	600	790	870	960	1,060	1,170	1,290	1,360	1,430	1,510	1,590	1,670	1,760
24,000	90	120	160	210	270	360	480	630	840	930	1,030	1,140	1,260	1,390	1,460	1,540	1,620	1,710	1,800	1,890
24,500	90	120	160	210	270	360	480	630	840	930	1,030	1,140	1,260	1,390	1,460	1,540	1,620	1,710	1,800	1,890
25,000	110	140	180	230	300	390	510	670	890	980	1,080	1,190	1,310	1,450	1,530	1,610	1,700	1,790	1,880	1,980
25,500	110	140	180	230	300	390	510	670	890	980	1,080	1,190	1,310	1,450	1,530	1,610	1,700	1,790	1,880	1,980
26,000	110	140	180	240	310	410	540	710	940	1,040	1,150	1,270	1,400	1,540	1,620	1,710	1,800	1,890	1,990	2,090
26,500	110	140	180	240	310	410	540	710	940	1,040	1,150	1,270	1,400	1,540	1,620	1,710	1,800	1,890	1,990	2,090
27,000	120	150	190	250	330	430	570	750	990	1,090	1,200	1,320	1,460	1,610	1,700	1,790	1,880	1,980	2,080	2,190
27,500	120	150	190	250	330	430	570	750	990	1,090	1,200	1,320	1,460	1,610	1,700	1,790	1,880	1,980	2,080	2,190
28,000	120	150	200	260	340	450	590	780	1,040	1,150	1,270	1,400	1,540	1,700	1,790	1,880	1,980	2,080	2,190	2,300
28,500	120	150	200	260	340	450	590	780	1,040	1,150	1,270	1,400	1,540	1,700	1,790	1,880	1,980	2,080	2,190	2,300

b. Amount earned for each shift as per the table above, will be added to the PBIS.

c. Vessel Throughput will include additional moves for Hatch Lids, OOG and Twist Lock boxes applying the same denominations used when preparing the Vessel Performance Report (VPR). Terminal Convenience moves will Not be counted.

3. **Yard Throughput Factor.** -

a. Total yard moves handled within each shift will be rewarded as per the table below.

YARD	SHIFT YARD MOVES																			
	250	500	750	1000	1250	1,500	1,750	2,000	2,250	2,500	2,750	3,000	3,250	3,500	3,750	4,000	4,250	4,500	4,750	5,000
15,000	40	50	60	70	90	120	160	210	270	360	470	620	690	760	840	930	1,030	1,140	1,260	1,390
15,500	40	50	60	70	90	120	160	210	270	360	470	620	690	760	840	930	1,030	1,140	1,260	1,390
16,000	40	50	60	70	90	120	160	210	270	360	470	620	690	760	840	930	1,030	1,140	1,260	1,390
16,500	40	50	60	70	90	120	160	210	270	360	470	620	690	760	840	930	1,030	1,140	1,260	1,390
17,000	50	60	70	90	110	140	180	230	300	390	510	670	740	820	910	1,010	1,120	1,240	1,370	1,510
17,500	50	60	70	90	110	140	180	230	300	390	510	670	740	820	910	1,010	1,120	1,240	1,370	1,510
18,000	50	60	70	90	110	140	180	230	300	390	510	670	740	820	910	1,010	1,120	1,240	1,370	1,510
18,500	50	60	70	90	110	140	180	230	300	390	510	670	740	820	910	1,010	1,120	1,240	1,370	1,510
19,000	50	60	70	90	110	140	180	240	310	410	540	720	800	880	970	1,070	1,180	1,300	1,430	1,580
19,500	50	60	70	90	110	140	180	240	310	410	540	720	800	880	970	1,070	1,180	1,300	1,430	1,580
20,000	50	60	70	90	120	150	190	250	330	440	580	770	850	940	1,040	1,150	1,270	1,400	1,540	1,700
20,500	50	60	70	90	120	150	190	250	330	440	580	770	850	940	1,040	1,150	1,270	1,400	1,540	1,700
21,000	50	60	70	90	120	160	210	270	360	470	620	820	910	1,010	1,120	1,240	1,370	1,510	1,670	1,840
21,500	50	60	70	90	120	160	210	270	360	470	620	820	910	1,010	1,120	1,240	1,370	1,510	1,670	1,840
22,000	50	60	80	100	130	170	220	290	380	500	660	870	960	1,060	1,170	1,290	1,420	1,570	1,730	1,910
22,500	50	60	80	100	130	170	220	290	380	500	660	870	960	1,060	1,170	1,290	1,420	1,570	1,730	1,910
23,000	60	70	90	110	140	180	230	300	390	520	690	920	1,020	1,130	1,250	1,380	1,520	1,680	1,850	2,040
23,500	60	70	90	110	140	180	230	300	390	520	690	920	1,020	1,130	1,250	1,380	1,520	1,680	1,850	2,040
24,000	60	70	90	110	140	180	240	320	420	550	730	970	1,070	1,180	1,300	1,430	1,580	1,740	1,920	2,120
24,500	60	70	90	110	140	180	240	320	420	550	730	970	1,070	1,180	1,300	1,430	1,580	1,740	1,920	2,120
25,000	60	70	90	120	150	190	250	330	440	580	770	1,020	1,130	1,250	1,380	1,520	1,680	1,850	2,040	2,250
25,500	60	70	90	120	150	190	250	330	440	580	770	1,020	1,130	1,250	1,380	1,520	1,680	1,850	2,040	2,250
26,000	60	70	90	120	160	210	270	350	460	610	810	1,070	1,180	1,300	1,430	1,580	1,740	1,920	2,120	2,340
26,500	60	70	90	120	160	210	270	350	460	610	810	1,070	1,180	1,300	1,430	1,580	1,740	1,920	2,120	2,340
27,000	60	70	90	120	160	210	270	360	480	630	840	1,120	1,240	1,370	1,510	1,670	1,840	2,030	2,240	2,470
27,500	60	70	90	120	160	210	270	360	480	630	840	1,120	1,240	1,370	1,510	1,670	1,840	2,030	2,240	2,470
28,000	60	80	100	130	170	220	290	380	500	660	880	1,170	1,290	1,420	1,570	1,730	1,910	2,110	2,330	2,570
28,500	60	80	100	130	170	220	290	380	500	660	880	1,170	1,290	1,420	1,570	1,730	1,910	2,110	2,330	2,570

b. Yard moves for the above will include total RTG moves performed within the shift including shifting and shuffling.

c. Actual amount earned for each shift will be added to the PBIS.

4. **Gate Turn time Factor.**-

a. Gate Turn Time includes the pre-queue time from Security Gate to in Gate.

b. Turn time is calculated from the Inspection time at the Security/Entry Gate to RTG job completion.

c. Average Truck Turn Time for Total Gate Moves handled within each shift will be used to determine the rate from the table below.

TT (Mins)		Total Shift Gate Moves											
		250	500	750	1,000	1,250	1,500	1,750	2,000	2,250	2,500	2,750	3,000
1	20	160	310	410	540	570	600	630	670	710	750	790	830
21	25	150	300	390	515	550	580	610	650	690	730	770	810
26	30	140	280	370	490	520	550	580	610	650	690	730	770
31	35	140	270	350	465	490	520	550	580	610	650	690	730
36	40	130	250	330	440	470	500	530	560	590	620	660	700
41	45	120	240	320	415	440	470	500	530	560	590	620	660
46	50	120	230	300	390	410	440	470	500	530	560	590	620
51	55	110	210	280	365	390	410	440	470	500	530	560	590
56	60	100	200	260	340	360	380	400	420	450	480	510	540

d. Amount earned for each shift will be added to the PBIS.

5. High Performance Factor. -

- Higher BMPH performance on each ship handled within each shift will be rewarded through this factor.
- Shift will become eligible for this factor only if the shift handles a minimum of 33% of total moves of the ship during the shift and the overall success rate achieved for the specific ship is more than 90%.
- Difference between the applicable rate for actual BMPH achieved for the ship as per VPR and the applicable rate for higher BMPH achieved by the shift will be determined.
- If a group handles the same ship in more than 1 shift, the average BMPH achieved over all shifts by the same group will be used for the calculation.
- Total HPF amount earned for ships handled by the group during the month will be added to the PBIS.
- Sample calculation of the HPF is as follows.

Sample HPF Calculation			
Actual CI from VPR	3		
Average Yard	24,200		
Target BMPH	63		
Actual BMPH of SHIP	58		
Rate	92%		
Applicable Amount	450		
Total Moves of SHIP	1,500		
Group	G1	G2	G3
Moves Handled by each Group	550	800	150
% of Total Moves	37%	53%	10%
Shift BMPH Achieved	70	42	63
Success Rate Achieved	111%	67%	100%
Applicable Rate Amount	550	0	0
HPR for each Group for SHIP	100	-	-

6. Consistent Performance Incentive. -

- Consistent Performance Incentive (CPI) will be paid quarterly subject to following terms and conditions.
 - Average BMPH success rate for each month shall be over 90%.
 - Not more than 10% of the ships handled shall be below 90% of the BMPH success rate in each month.
If 100 ships handled by a group in a particular month, Not more than 10 ships should be <90%.
 - Above shall be met for 3 consecutive months to be eligible for the CPI.
- CPI amount for 100% success rate shall be Rs. 12,500/-. It will be adjusted downwards/Upwards based on the average success rates for 3 consecutive months with a maximum amount of Rs. 15,000/- per person.

7. *Special Terms.* -

- a. Move counts as per VPR published for each ship completed will be used for PBIS calculation purposes. This will include additional moves determined for Hatch lids, OOG moves and Twist lock boxes. Terminal convenience moves will Not be counted.

8. *Safety Supplement.* -

- a. On achieving zero accidents/incidents during a month, all eligible staff will receive an additional 5% of the PBIS earned for that particular month.

9. *Damage Deductions.* -

- a. Property of SAGT, Agents or third party is covered under this clause.
- b. 100% will be deducted against un-reported accidents/ incidents.
- c. 50% will be deducted against accidents / incidents due to negligence of eligible staff.
- d. Entire months PBIS will be deducted from the employee who is directly responsible for the damage.
- e. Further, a few months PBIS payment+disciplinary action will be taken against the employee/ group of employees depending on the gravity of the loss.
- f. 50% will be deducted against losses on account of non-accidental incidents due to negligence of an employee or group of employees.

10. *Minimum criteria/special conditions for PBIS Payment.* -

- a. Either all or part of the criteria as stipulated above shall be met in order to earn PBIS for a particular month.
- b. Union may raise a grievance with the management if the Union has any evidence to substantiate that any of the criteria could Not be met due to reasons beyond the control of SAGT and its staff.
- c. Payment will be made according to number of shifts worked (inclusive of overtime shifts worked)
- d. Operations & Engineering non-executive staff who are covered by the Collective Agreement, working on roastered shifts and directly responsible for service delivery are eligible for PBIS.
- e. Managers & Executives will Not be entitled for PBIS.
- f. A fixed amount will be paid monthly to all categories.

11. *No pay leave and suspensions.* -

Any employee who goes on no-pay or suspended for disciplinary reasons lose 5% of the monthly PBIS per each day of no-pay or suspension. Such employees will lose 5% of the consistent productivity allowance per each day of no-pay or suspension.

12. *Validity period*

This scheme shall be in place for 3 years starting from 1st April 2022 and no revisions to be made during this period.

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