



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය
අති විශේෂ

The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2446/38 – 2025 ජූලි මස 22 වැනි අඟහරුවාදා – 2025.07.22
2446/38 – TUESDAY, JULY 22, 2025

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: IR/COM/01/2022/29.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE award No. A 67/2023 dated 23.06.2025 transmitted to me by the Arbitrator to whom the Industrial Dispute which has arisen between Mr. I.M. Upali Jayalath, Wilgamdematava, Malagane, Wariyapola of the one part and Tokiyo Super Cement Company Lanka (Pvt) Ltd, No. 469 1/1, Galle Road, Colombo 03 of the other part was referred for settlement through arbitration by order dated 18.10.2023 made under Section 4(1) of the Industrial Dispute Act, Chapter 131 (as amended) and published in the *Gazette* Extraordinary No. 2355/19 dated 24.10.2023 of the Democratic Socialist Republic of Sri Lanka, is hereby published in terms of Section 18(1) of the said Act.

H.M.D.N.K. WATALIYADDA,
Commissioner General of Labour.

Department of Labour,
Colombo 05.
09th July, 2025.



In the matter of an arbitration under the Industrial Dispute Act, chapter - 131

ARBITRATION No.: A/67/2023
 IR/COM/01/2022/29.

Between,

Mr. I.M. Upali Jayalath,
 Wilgandematava,
 Malagane,
 Wariyapola.

First Part

and

Tokyo Super Cement Company Lanka (Pvt) Ltd,
 No. 469 1/1,
 Galle Road,
 Colombo 03.

Second Part

ARBITRAL AWARD

Date of Reference : 11th September 2023

Date of Award : 23rd June 2025

Presiding Arbitrator : Binara A Gunasekara (Attorney-at-Law)

THE REFERENCE

"WHETHER Mr. I.M. Upali Jayalath who worked at Tokyo Super Cement Company Lanka (Pvt) Ltd, suspended from employment on financial fraud accusations, convicted at court and was acquitted from all accusations had been caused injustice by not being reinstated in employment at the Company and if so, to what relief he is entitled."

1. INTRODUCTION

This arbitration arises under a reference by the Honourable Minister under Section 4(1) of the Industrial Disputes Act, Chapter 131, concerning an alleged industrial dispute between the First Party (employee), Mr. Upali Jayalath, and the Second Party (employer), Tokyo Super Cement Company Lanka (pvt) Ltd. The dispute centers on whether the First Party, suspended from employment in January 2009 due to allegations of financial fraud and acquitted of all charges on 25th August 2020, has been subjected to injustice by not being reinstated, and if so, to determine the appropriate relief.

2. FACTUAL BACKGROUND

- The First Party was employed as a Store Keeper from 17th March 2007 and confirmed in the post by 19th December 2007.
- On 21st January 2009, the First Party was suspended without pay pending investigation into alleged misconduct relating to missing cement stock, with the matter referred to the Maho Police.

- Criminal proceedings were instituted at the Magistrate's Court of Maho (Case No. 70562/PC), and the First Party was acquitted on 25th August 2020.
- No evidence exists of a domestic inquiry or disciplinary proceedings initiated or concluded by the Second Party.
- No termination letter was issued, and the First Party was neither reinstated nor paid from January 2009 to September 2023.
- The First Party contacted the Second Party post-acquittal, expressing willingness to return to work and discuss reinstatement.

3. PRELIMINARY OBJECTION BY THE SECOND PARTY

The Second Party objected to the Minister's reference, citing *Sumith Adhihetty v. Mercantile Investments Ltd* (SC Appeal No. 22/2012), arguing:

- The employment contract was repudiated in 2009.
- There is no live dispute.
- The First Party delayed over 12 years before initiating legal action.

Response to Objection

The objection is not upheld for the following reasons:

- The suspension letter stated, "Further communication shall follow.....," implying no finality to the employment contract.
- The absence of a termination letter and the pending criminal investigation kept the employment relationship in suspense, not terminated.
- A "live dispute" exists when employment matters remain unresolved, as affirmed in **Thirunavukarasu v Siriwardana (1981) 1 SLR 185**.

The Minister's reference under Section 4(1) is therefore valid.

4. LEGAL ANALYSIS

a. Interpretation of Key Legal Terms

- **Suspension:** Suspension is a temporary cessation of work pending inquiry, not severing the employer-employee relationship. **Municipal Council of Colombo v Jayatunga (1963) 64 NLR 385** holds that suspension is not termination unless followed by specific action. Here, no inquiry or charge sheet followed the suspension.
- **Termination:** Termination requires a formal severance of the employment contract. Without a dismissal letter or completed disciplinary proceedings, termination cannot be implied.

- **Live Dispute:** Per **United Engineering Workers Union v Devanayagam (65 NLR 69) and Thirunavukarasu v Siriwardana**, a live dispute persists if employment issues remain unresolved. The absence of termination, the First Party's post-acquittal communication, and the Minister's reference confirm a live dispute.

b. Employer's Duty

Under principles of natural justice and good labour practice, an employer must reinstate or compensate an employee acquitted of charges when no misconduct is proven internally. The Second Party's failure to act post-acquittal caused injustice and economic loss to the First Party.

5. LIABILITY AND ENTITLEMENT

Findings

- The Second Party suspended the First Party without completing an inquiry.
- No termination occurred, leaving the employment relationship unresolved.
- The First Party was acquitted, and no misconduct was proven by the employer.
- The Second Party failed to initiate disciplinary proceeding or attempt reinstatement post-acquittal.
- The First Party demonstrated willingness to return to work.

Employer's Liability

By failing to reinstate or provide alternative relief, the Second Party caused injustice and economic loss to the First Party.

6. RELIEF GRANTED

- **Back Wages :** The First Party is entitled to Rs. 1,460,250 as back wages for the period from January 2009 to September 2023.

Calculation:

- Monthly Basic Salary: Rs. 8,250
- Period: 14 years and 9 months = 177 months
- Total: Rs. 8,250 x 177 = Rs. 1,460,250
- **Statutory Benefits :** This award preserves the First Party's entitlement to statutory benefits, including Employees' Provident Fund (EPF), Employees' Trust Fund (ETF), gratuity, and other dues under labour law or the employment contract. The Second Party is directed to calculate and pay any outstanding contributions within 60 days, subject to verification by the Labour Commissioner.
- **Service Confirmation :** The Second Party is directed to issue a letter of service confirmation for the period of employment and facilitate withdrawal of EPF/ETF contributions within 60 days, if not already done.

- **Payment Deadline and Enforcement :** The Second Party must deposit Rs. 1,460,250 with the Labour Commissioner Colombo East within 30 days from the date upon the award been published in the *Gazette*. In case of non-compliance, the First Party may petition the Magistrate's Court for recovery under section 33(2) of the Industrial Disputes Act, or the Labour Commissioner may initiate recovery proceedings under section 43A.

7. AWARD

The Second Party, Tokyo Super Cement Company Lanka (Pvt) Ltd, is liable for causing injustice to the First Party, Mr. Upali Jayalath, by failing to reinstate him or provide alternative relief after his acquittal. Accordingly, I make the following award:

- The First Party is entitled to Rs. 1,460,250 as back wages for the period from January 2009 to September 2023.
- The Second Party must calculate and pay any outstanding statutory benefits, including EPF, ETF and gratuity, within 60 days, subject to verification by the Labour Commissioner.
- The Second Party is directed to issue a letter of service confirmation and facilitate withdrawal of EPF/ETF contributions within 60 days, if not already done.
- The Second Party must deposit Rs. 1,460,250 with the Labour Commissioner Colombo East within 30 days from award been published in the *Gazette*. In case of non-compliance, the First Party may seek recovery through the Magistrate's Court under section 33(2), or the Labour Commissioner may initiate recovery under section 43A.

8. CONCLUSION

This case highlights a significant lapse in procedural fairness and employer duty. Despite the passage of time, the Second Part's inaction following the First Party's acquittal and the lack of formal closure to the employment relationship caused remediable harm. The Principles of equity, fairness, and good conscience require that the First Party be restored to a position financially equivalent to where he would have been had due process been followed.

Award pronounced accordingly.

BINARA A. GUNASEKERA
Presiding Arbitrator

Dated this 23rd day of June 2025.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Lanka State Plantations Corporation - No. 257, Sridhamma Mawatha, Colombo 10 of the one part and the Ceylon Estate Staffs' Union - No. 06, Aloe Avenue, Colombo 03 of the other part on 10th February 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H.M.D.N.K. WATALIYADDA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
26th June, 2025.

COLLECTIVE AGREEMENT No. 37(5) OF 2023
Collective Agreement - Maintenance Support Staff

This Collective Agreement made and entered into between the Sri Lanka State Plantations Corporation No. 257, Sridhamma Mawatha, Colombo 10 of the First Part, and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, on this 10th day of February, Two Thousand and Twenty-Three witnessed 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 management of the Sri Lanka State Plantations Corporation whose name is mentioned as first part 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 Sri Lanka State Plantations Corporation on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule 1, 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' and thereafter to the 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 01st October 2022 and shall thereafter continue in force unless terminated by either party by giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give such notice to the other before 30th September 2025.

6. GENERAL TERMS AND CONDITIONS

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 01st October 2022 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- ii. Grading of employees covered shall be at the discretion of the employer.
- iii. All employees covered by this Agreement on completion of 10 years of service under the same employer shall be granted an additional Rs. 100/- annual increment.
- iv. Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy same.

7. FIRST APPOINTMENT

- i. No person will be recruited to a grade covered by this Agreement unless he/she has required knowledge and experience in the trade.
- ii. All designations of new recruits should be as specified in Schedule I hereof.

8. 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 six 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 his/her services without notice or assigning reasons thereof.

9. ATTENDANCE AT WORK

Unless otherwise specifically instructed by the 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. PROMOTION

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.

When promoting to a senior position, a salary increase of minimum one increment shall be granted.

Employee who obtain a work-related course certificate from, National Institute of Plantation Management shall be granted special increments with reimbursement of course fee and to be considered for a higher position.

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

7. SALARIES

- 1) The salaries payable to the employees covered and bound by this Agreement shall be revised as follows:
 - i. With effect from 01st October 2022, the salaries of all employees who are in employment shall be increased by 25% based on the salary drawn in September 2022.
 - ii. With effect from 01st October 2024, the salaries of all employees who are in employment, shall be increased by 5% based on the last drawn salary.
 - iii. Subject to the provisions set out in clause 6 (i) above, the Sri Lanka State Plantations Corporation covered and bound shall pay the revised salaries from the month of October 2022.
 - iv. Employees who reach the maximum salary point depicted in the scale will continue to receive annual increments if they continue to remain within the same category.
 - v. In the case of Storekeepers/Maintenance Support staff who are entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his/her allowances at the rate of 15% 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.
 - vi. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule 1 of this Agreement.
- 2)
 - i. With effect from date hereof, employees covered by this Agreement, who are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment of Rs. 1,500/- per month.
 - ii. In the event of any person not occupying quarters provided by the employer such person shall be liable to disciplinary action.

12. 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 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.

- iii) Revised annual increments shall be paid as stated below to all employees in employment as on 01st October 2022.

Lorry/Tractor Driver/Electrician/Mechanic
Motor Mechanic/Blacksmith/Carpenter
Engine Driver/Welder/Backhoe Operator/
Electrical Foreman Rs. 775.00

On completion of 10 years of service, the above category
of staff will be placed on Grade 1 and paid an Increased
amount of annual increment as specified here Rs. 875.00

13. HOURS OF WORK AND OVERTIME

- i) The decisions of the relevant Wages Board shall apply.
- ii) If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Rates of overtime shall be according to the decisions of the relevant Wages Board.

14. WEEKLY AND POYA HOLIDAYS

An employee will be entitled to weekly holidays and half-holidays as per the relevant Wages Board decisions.

15. HOLIDAYS

- i) All employees covered by this Agreement will be entitled to the following holidays:
- Tamil Thai Pongal Day
National Day
Day Prior to Sinhala and Tamil New Year
Sinhala and Tamil New Year Day
May Day
Day Following Vesak Full Moon Poya Day
Holy Prophet's Birthday (Milad-Un-Nabi)
Cristmas Day
- ii) Payment for work on such holidays shall be remunerated according to the decisions of the relevant wages boards.

16. LEAVE

1. Annual Leave - 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. Annual leave not utilized in any one year shall not be carried over to the next year.
2. 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 utilized in any one year will not be carried over to the next year.

3. (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.

17. 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 (3) calendar months' notice, in writing, on or before 30th September.
- iii. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
- iv. The transfers of Employees whose children are to be admitted to Grade 1 in School also will be considered.
- v. No employee shall be transferred from one company to another managed by the same management company, without the consent of the employee.
- vi. Transfers from one plantation district to another, which are likely to cause hardship on account of children schooling, or spouse employment will be considered.
- vii. Employees whose children are sitting for year 5 scholarship exam will also be considered.
- viii. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- ix. The provisions of sub-clauses (i), (ii), (iii), (iv), (v), (vi), and (vii) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

18. AGE OF RETIREMENT

Unless the Letter of Appointment specifies 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.

19. GRATUITY

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

20. 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 three 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 from doing so.
- 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.

21. 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 (i) above for any period in excess of one month shall be on half pay.
- iii. The provisions contained in sub-clauses (i) and (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit verifications.

22. 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 (14) 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.

23. VARIATIONS OF TERMS AND CONDITIONS OF EMPLOYMENT AND DISPUTES

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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. DISPUTES RESOLUTION COMMITTEE

It is agreed by parties that the Disputes Resolution Committee shall meet once in three months to resolve any dispute that may arise in relation to any violation of the provisions of this Agreement. However, in case of an urgent necessity a meeting will be held with two weeks' notice, if requested by either party. Decisions arrived at the Dispute Resolution Committee shall be implemented within a period agreed between the parties.

25. DUTY LEAVE

- i. 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.

- ii. 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 (i) above, the both parties will attempt to effect an amicable settlement between parties.
- iii. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- iv. By arrangement with their respective Employers, two Vice Presidents of the Union shall be allowed twelve days duty leave each in any one year.
- v. By arrangement with their respective Employers, Branch Chairman and Executive Committee Member 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.
- vi. Duty leave shall be granted to one employee selected from amongst all staff categories per estate selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasion in a year for a period not exceeding four (4) days. The Union shall inform the Employers in writing the requirement of duty leave required in terms of this clause.

Part II

The Sri Lanka State Plantations Corporation covered and bound by this agreement undertake to discuss with the Union to resolve any issues relevant to employees in a situation of amalgamation/sub-leasing of estates/divisions/factories prior to such situations. However, the Sri Lanka State Plantations Corporation will continue to be the employer of such employees.

1. Electricity

Free electricity would be granted to staff on the following basis, irrespective of what they had been enjoying in the past.

Elevation below 4,500 feet (Factory Elevation)	-	100 units
Elevation above 4,500 feet (Factory Elevation)	-	130 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 25 liters Kerosene per mensem to those employees resident on estates/divisions without electricity.

2. Tea Allowance

The Employer shall provide 1 1/2 kgs of tea free of charge to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

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 kg. at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June 2003.

3. Death Grant

- i. With effect the date hereof, on the death of a staff member, the Dependents will be paid a sum of Rupees Two Hundred Thousand (Rs.200,000/=) as funeral expenses.
- ii. The Dependents 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 Dependents hand over the staff quarters.
- iii. If quarters are not provided to the deceased staff member, the Dependents will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

4. Medical Aid Scheme

- i. The Employee contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%.
- ii. 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 Corporation's contribution to such fund, at the time of retirement/death or termination of his/her employment from the state.

5. Union Subscription

- i. The Employer agrees, on the written request of an employee, to deduct from the wages due to such employee, the current monthly union subscription as specified by the employee, to be payable monthly by the employee to the union and remit the amount so deducted to the union by the following month until such time the employee maintains his request.
- ii. In the event of the union being representative of less than 40% of the employees, no remittance in respect of check-off would be made thereafter.

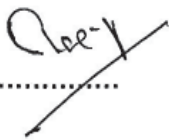
Festival Advance

The festival advance presently stands Rs. 20000.00. Any revision will be on mutual agreements through negotiations.

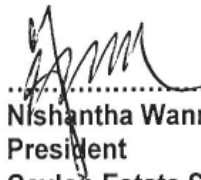
INTERPRETATION

<u>Word</u>	<u>Meaning</u>
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/Corporation	means Sri Lanka State Plantations Corporation.
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 hands at Colombo on this 10th day of February, Two Thousand and Twenty-Three.



.....
Srimal Wijesekara
 Chairman
 Sri Lanka State Plantations Corporation

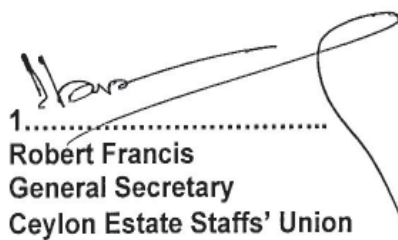


.....
Nishantha Wanniarachchi
 President
 Ceylon Estate Staffs' Union

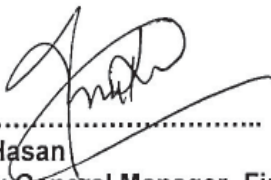
Witnesses



1.....
H.N.P. Jinasena
 General Manager
 Sri Lanka State Plantations Corporation



1.....
Robert Francis
 General Secretary
 Ceylon Estate Staffs' Union



2.....
S.I.M. Hasan
 Deputy General Manager- Finance
 Sri Lanka State Plantations Corporation



2.....
Danuka Wijayagunaratna
 Deputy President
 Ceylon Estate Staffs' Union



3.....
G.B.C. Fonseka
 Acting Manager - Admin
 Sri Lanka State Plantations Corporation



3.....
S. Elayaraja
 Vice President
 Ceylon Estate Staffs' Union

SCHEDULE - 1

CATEGORIES OF EMPLOYEES

	PREVIOUS SALARY	SALARY WITH 25% INCREASE	PROPOSED INITIAL SALARY	ANNUAL INCREMENT 2023/2024/2025
Lorry/Tractor Driver				
Car Driver				
Driver				
Mechanic				
Electrician/Mechanic				
Motor Mechanic				
Blacksmith/Carpenter				
Engine Driver/Welder				
Backhoe Operator				
Power House Operator				
Boiler Operator				
Tea Sales Assistant				
Electrical Foreman	Rs. 29000.00	Rs. 36250.00	Rs. 37000.00	Rs.775.00

Note: From 01st October 2024 a 5% increase based on September, 2024 salary will be granted.

On completion of 10 years of service, the above category
of staff will be placed on Grade 1 and paid an Increased
amount of annual increment as specified here

Rs. 875.00

EOG 07-0286