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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2260/60 – 2021 දෙසැම්බර් මස 30 වැනි බ්‍රහස්පතින්දා – 2021.12.30
No. 2260/60 – THURSDAY, DECEMBER 30, 2021

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No: සාලි/වතු/1/2021.

THE INDUSTRIAL DISPUTES ACT CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited (Clerical Staff), No. 80, Dambulla Road, Kurunegala of the One Part and the Ceylon Estate Staffs Union, No.06, Aloe Avenue, Colombo 03 of the Other Part on 20th November 2020 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.
20th December, 2021.



Collective Agreement No. 1 of 2021

COLLECTIVE AGREEMENT - CLERICAL STAFF

This Collective Agreement entered into between the Kurunegala Plantations Limited having its Registered Office at No.80 Dambulla Road, Kurunegala 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 20th of November, 2020 witnesseth as follows:

1. Title –

This Agreement shall be known as the Kurunegala Plantations Limited Collective Agreement for Clerical Staff.

2. Employers Covered and Bound –

This Agreement shall bind the management of the Kurunegala Plantations Limited, 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 Kurunegala Plantations Limited on monthly contract of employment as at the date of signing (20th November, 2020), and in respect of whom salary ranges are prescribed in Schedule I hereon.

4. Earlier Agreements –

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by the Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved 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 August, 2020 to 31st July, 2023 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July, 2023.

6. General Terms and Conditions –

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2020 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 Chief Clerks will be re-designated as Administrative Officers. Upon completion of 10 years satisfactory service under the same employer, Chief Clerks/ Administrative Officers upon completion of a Diploma or equivalent Qualification accepted by the management with outstanding performance shall be re-designated as Special Grade Administrative Officers with a minimum of one (1) increment.
- iv. Upon completion of 10 years satisfactory service under the same employer, Junior Clerk shall be re-designated as Clerk, with a minimum of one (1) increment.
- v. Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy the same.

7. First Appointment -

- i. No person will be recruited to a grade covered by this Agreement unless he has successfully completed the C.C.E. (Ordinary Level) Examination with English and Arithmetic/ Mathematics. This will not apply to those who have experience in the trade.
- ii. All designation of new recruits should be as specified under Schedule 1 hereof.
- iii. Storekeepers are to be placed in a grade that is comparable to those in the Clerical Grade on Salary applicable to Clerks.

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 unsatisfactorily 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 therefore.

9. Attendance at Work -

Unless otherwise specifically instructed by the Employer and such instructions not being of a permanent nature, 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 Rupees Two Thousand Five Hundred (Rs. 2,500/-) per mensem. When confirmed, this acting allowance shall be added to the salary.
- iv. When promoting an employee to a senior position, a salary increase of minimum one (1) increment shall be granted.
- v. Employees who obtain a work related course certificate from NIPM or any other reputed institutions, as approved by the management, shall be granted special increments with reimbursement of course fee and to be considered for a higher position. Reimbursement of such course fees will be as per the prevailing company policy for its employee higher education.
- vi. Overlooking periods shall not exceed 6 months and during that period the employer shall pay the employee Rs.4,000/- per month as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF. However depending on the requirement overlooking period may exceed 6 months at the discretion of the management.

11. Salaries –

1. The salaries payable to the employees covered and bound by this agreement with effect from 01st August, 2020 shall be as follows:
 - i The present Rs. 7,800/- paid as cost of living allowance shall be included to the basic salary,
 - ii With effect from 1st August, 2020, the salaries (Basic salary + Cost of living allowance) of all employees in employment shall be increased by twenty percent (20%) based on last drawn salary. Provided, however in respect of the period 01st August, 2020 to 31st October, 2020 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, Overtime etc,
 - iii Employees under this agreement are eligible to receive bonuses /incentives given by the Kurunegala Plantations Limited or under the guidelines issued by Treasury/ Relevant Authorities,
 - iv Both parties agreed to consider the effect of budgetary salary/Allowances increases within the period of 01st August, 2020 to 31st July, 2023 at the time of signing new agreement in 2023,
 - v 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,
 - vi In the case of Stenographer/Clerical staff and Storekeeper/Clerical staff who are entitled to an allowance on account of work as a Stenographer or storekeeper, as the case may be, 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,
 - vii In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule 1 of this Agreement,
 - viii Subject to the provisions set out in Clause 6 (1) above, the Kurunegala Plantations Limited covered and bound shall pay the revised salaries in the month of August 2020 with arrears as per Clause 11 (ii).

2. Staff Quarters :

- i With effect from date hereof, Employees covered by this agreement are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment described below:

Junior Clerk	= Rs. 1250/-
Clerk/Storekeeper	= Rs. 1350/-
Senior Clerk	= Rs. 1550/-
Administrative Officer	= Rs. 1700/-
Special Grade Administrative Officer	= Rs. 1850/-

- ii Kurunegala Plantations Limited under take to maintain the staff quarters provided to them on request of relevant employees.
- iii In the event of any person not occupying a habitable 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 in accordance with the practice prevailing on each estate. (Each year January & July)

	<i>Present</i>	<i>Effective 2021</i>
Junior Clerk	Rs. 200/-	Rs. 350/-
Clerk/Storekeeper	Rs. 250/-	Rs. 400/-
Senior Clerk	Rs. 300/-	Rs. 450/-
Admin Officer	Rs. 400/-	Rs. 550/-
Special Grade Admin Officer		Rs. 700/-

13. Hours of Work and 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 as per the provisions of the Shop & Office Employees Act.

14. Weekly and Poya Holidays -

An employee will be entitled to weekly holidays on Saturday half (1/2) day and Sunday full day as provided in the shop & office employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

15. Statutory Holidays -

All employees covered by this agreement will be entitled to statutory holidays as provided in the Shop & Office Employees Act.

Tamil Thai Pongal Day
National Day
Day prior to Sinhala & Tamil New Year
Sinhala & Tamil New Year Day
May Day
Day following Vesak Full Moon Poya Day
Holy Prophet's Birthday (Milad-Un-Nabi)
Christmas Day

Payment for work on such holidays shall be remunerated according to the provisions of the Shop & Office Employees Act.

16. Leave -

1. *Annual Leave* :- 14 day shall be granted as prescribed in the Shop & Office Employees Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit. This right shall not extend to any employees recruited after 1993.
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 taken 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 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 working days on that account. Provided however this facility shall not be applicable those who obtain payment on un-availed Sick Leave According to company policy at the end of each year.
- (iii) In the case of an employee whose terms presently permit a higher quantum of sick leave he/she be permitted to continue to enjoy such concession as personal to him/her.

4. *Maternity Leave :-*

- (i) Maternity leave will be as per the provisions of the Shop & Office Employee's Act. Accordingly, 84 working days of maternity leave will be granted on a live child birth.
- (ii) Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
- (iii) Paternity leave of 2 days will be granted to the father of the child.

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 services 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 spouses employment shall generally be made at the end of the year with three (3) calendar month's 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 01 in School will be considered.
- v Transfers from one Plantation District to another, which are likely to cause hardship on account of children's schooling, or the spouse's employment will be considered.
- vi No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vii Employees whose children are sitting for Year 5 scholarship exam will be considered.
- viii The provisions of Sub-clauses (i), (ii), (iii), (iv), (v), (vii) and (viii) 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 -*

- i Unless the letter of appointment specifies a higher retirement 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. 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 need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- ii An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- iv If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received. Unless circumstances prevent the employer 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 a 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.

20. 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.

21. Suspension as a Measure of Punishment -

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

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

22. *Variations of Terms and Conditions of Employment & 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.

23. *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 (1) above, the Kurunegala Plantations Limited 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 each in any one year.
- v By arrangement with their respective Employers Branch Chairman and Sub Branch Chairman of the Union shall be allowed twelve days Duty leaves 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 employees selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasions in a year for a period not exceeding for (2) days.
- vii Two days duty leave shall be granted to employees selected by the union from each estate on the basis of one representative per estate to attend the delegates session bi- annually.

PART II

1. *Amalgamation & Sub Leasing -*

The Kurunegala Plantations Limited covered and bound by 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. However, Kurunegala Plantations Ltd will continue to be the employer of such employees.

2. Electricity -

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

Senior staff	-	140 units
Junior staff	-	100 units

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

3. Kerosene -

Employer shall provide 25 liters kerosene per mensem to those employees resident on estates/divisions without electricity.

4. Death Grant -

- i With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 100,000/- as funeral expenses.
- ii The dependents 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 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 3 months' salary within one month of the death of the staff member.

5. Medical Aid Scheme -

The Employer's contribution will be 10% of the Basic salary to the medical fund

6. Coconut Allowance -

The Employer shall provide 40 Coconut to members of estate staff (including future recruits) at a cost of Rs. 1 per nut irrespective of what they had been enjoying in the past.

7. Insurance Scheme -

The employer agrees to provide a personal Accident cover insurance scheme covering all staff members employed in estates under their management.

8. 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, till 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.

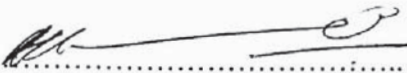
9. Festival Advance -

All employee will be paid a sum of Rs. 15,000/- interest free advance, before two weeks in respect of their festivals, which will be recovered in 10 equal installments. Any future revision will be on mutual agreement.

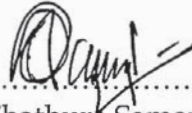
INTERPRETATION

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 the Kurunegala Plantations Limited
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 Kurunegala on this 20th day of November 2020

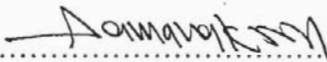


 A.V.K. Madhavie Herath
 Chairman
 Kurunegala Plantations Limited

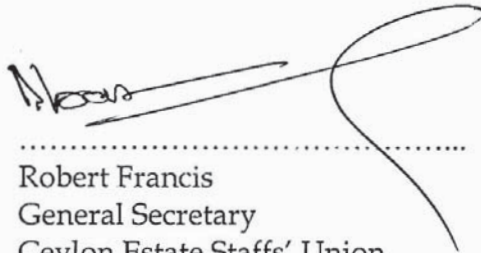


 Chathura Samarasinghe
 President
 Ceylon Estate Staffs' Union

Witnesses



 S M M Samarakoon
 Chief Executive Officer
 Kurunegala Plantations Limited



 Robert Francis
 General Secretary
 Ceylon Estate Staffs' Union



SCHEDULE I

CLERICAL STAFF - SALARY RANGES

	PRESENT SALARY	REVISED SALARY RANGE	ANNUAL INCREMENT
Junior Clerk	Rs. 19508.00		
Add COLA	Rs. 7800.00		
Total	Rs. 27308.00	Rs. 32800.00	Rs. 350.00
Clerk/Storekeeper	Rs. 19720.00		
Add COLA	Rs. 7800.00		
Total	Rs. 27520.00	Rs. 33000.00	Rs. 400.00
Senior Clerk	Rs. 19933.00		
Add COLA	Rs. 7800.00		
Total	Rs. 27733.00	Rs. 33300.00	Rs. 450.00
Administrative Officer	Rs. 20914.00		
Add COLA	Rs. 7800.00		
Total	Rs. 28714.00	Rs. 34500.00	Rs. 550.00
Administrative Officer (Special Grade)		Rs. 35500.00	Rs. 700.00

EOG 12-0337

My No.: සාගි/වතු/3/2021.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited (Maintenance & Support Staff), No. 80, Dambulla Road, Kurunegala of the One Part and the Ceylon Estate Staffs Union, No. 06, Aloe Avenue, Colombo 03 of the Other Part on 20th November 2020 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.
20th December, 2021.

Collective Agreement No. 3 of 2021

COLLECTIVE AGREEMENT - MAINTENANCE & SUPPORT STAFF

The Collective Agreement entered into between the Kurunegala Plantations Limited having its registered Office at No. 80, Dambulla Road, Kurunegala 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 20th of November 2020 witnesseth as follows:

1. Title -

This Agreement shall be known as the Kurunegala Plantations Limited Collective Agreement for Maintenance & Support Staff.

2. Employers Covered and Bound -

This Agreement shall bind the management of the Kurunegala Plantations Limited, 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 Kurunegala Plantations Limited on monthly contract of employment as at the date of signing (20th November 2020), and in respect of whom salary ranges are prescribed in Schedule I hereon.

4. Earlier Agreements -

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by the Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved 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 August 2020 to 31st July 2023 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2023.

6. General Terms and Conditions -

- i The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2020 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 Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy same.
- iii Granting of employees covered shall be at the discretion of the Employer.
- iv Upon completion of 10 years satisfactory service under the same employer, shall be placed on Grade 01, with a minimum of one (1) increment

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 1 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 unsatisfactorily 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.

9. Attendance at Work -

Unless otherwise specifically instructed by his Employer and such instructions not being of a permanent nature, 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 exists, 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 All employees covered by this agreement Upon completion of 10 years satisfactory service under the same employer, shall be placed on Grade 01, with a minimum of one (1) increment.

11. Salaries -

1. The salaries payable to the employees covered and bound by this agreement with effect from 01st August 2020 shall be as follows:
 - i The present Rs. 7,800/- paid as cost of living allowance shall be included to the basic salary.
 - ii With effect from 1st August 2020, the salaries (Basic salary + Cost of living allowance) of all employees in employment shall be increased by twenty percent (20%) based on last drawn salary. Provided, however in respect of the period 1st August 2020 to 31st October 2020 it is hereby agreed that the said increase will be regarded as national arrears (without any consequential benefits such as EPF, ETF, Overtime etc.
 - iii Employees under this agreement are eligible to receive bonuses / incentives given by the Kurunegala plantations limited or under the guidelines issued by Treasury / Relevant Authorities.
 - iv Both parties agreed to consider the effects of budgetary salary / Allowances increases within the period of 01st August 2020 to 31st July 2023 at the time of signing new agreement in 2023.
 - v Employees who reach the maximum salary points depicted in the scales will continue to receive annual increments if they continue to remain within the same category.
 - vi In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement.
 - vii Subject to the provisions set out in clause 6 (i) above, the Kurunegala Plantations Limited covered and bound shall pay the revised salaries in the month of August 2020 with arrears as per Clause 11 (ii).
2. Staff Quarters:
 - i With effect from date hereof, Employees covered by this agreement are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment described below:

Lorry / Tractor Driver	Rs. 1050/-
Car Driver	Rs. 1050/-
Blacksmith	Rs. 1050/-
Carpenter	Rs. 1050/-
Engine Driver	Rs. 1050/-
Welder	Rs. 1050/-
Mechanic / Motor Mechanic	Rs. 1050/-
Electrician / Forman	Rs. 1050/-
Backhoe Operator	Rs. 1050/-
Creche Attendant / CDO	Rs. 1050/-
Pre School Teacher	Rs. 1050/-

- ii Kurunegala Plantations Limited under take to maintain the staff quarters provided to them on request of relevant employees.
- iii In the event of any person not occupying a habitable 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 increments 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 accordance with the practice prevailing on each estate. (Each year January & July).

	<i>Present</i>	<i>Effective from 2021</i>	<i>Grade 1</i>
Lorry / Tractor Driver	Rs. 200.00	Rs. 350.00	Rs. 450.00
Car Driver	Rs. 200.00	Rs. 350.00	Rs. 450.00
Blacksmith		Rs. 350.00	Rs. 450.00
Carpenter		Rs. 350.00	Rs. 450.00
Engine Driver		Rs. 350.00	Rs. 450.00
Welder		Rs. 350.00	Rs. 450.00
Pre School Teacher		Rs. 350.00	Rs. 450.00
Mechaic / Motor Mechanic		Rs. 450.00	Rs. 550.00
Electrician / Forman		Rs. 450.00	Rs. 550.00
Backhoe Operator		Rs. 450.00	Rs. 550.00
Creche Attendant / CDO		Rs. 450.00	Rs. 550.00

All employees on completion of 10 years of service shall be placed on Grade 1 as per Clause 6 (iv)

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 decision 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. Statutory Holidays -

All employees covered by this Agreement will be entitled to the following 8 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 Birth Day (Milad-Un-Nabi)
Christmas Day

Payment for work on such holidays shall be remunerated according to the relevant statutory rates.

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 decision applicable to them.
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 taken 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 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 working days on that account. Provided however this facility shall not be applicable those who obtain payment on un-availed Sick Leave According to company policy at the end of each year.
 - iii In the case of an employee whose terms presently permit a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.
4. *Maternity Leave* -
 - (i) Maternity leave will be as per the provisions of the Shop & Office Employee's Act. Accordingly, 84 working days of maternity leave will be granted on a live child birth.
 - (ii) Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
 - (iii) Paternity leave of 2 days will be granted to the father of the child.

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 services 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 which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
- iii 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 01 in School will be considered.
- v Transfers from one Plantation District to another, which are likely to cause hardship on account of children's schooling, or the spouse's employment will be considered.
- vi No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vii Employees whose children are sitting for year 5 scholarship exam will be considered.
- viii 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 retirement 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. 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 need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- ii An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- iv If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received. Unless circumstances prevent the employer 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 a 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.

20. *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 a 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-clause (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.

21. *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.

22. *Variation 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 the Agreement or is connected therewith.

23. *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 (1) above, the Kurunegala Plantations Limited 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 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.
- (v) 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.
- (vi) Duty leave shall be granted to one employee 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 (2) two days.
- (vii) Two days duty leave shall be granted to employees selected by the union from each estate on the basis of one representative per estate to attend the delegates session bi-annually.

PART II

1. *Amalgamation and Sub Leasing*

The Kurunegala Plantations Limited covered and bound by 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 situation. However, the Kurunegala Plantations Limited will continue to be the Employer of such employee.

2. *Electricity*

100 units Free electricity would be granted to members covered by this agreement irrespective of what they had been enjoying in the past.

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

3. *Kerosene Allowance*

Employer shall provide 25 liters kerosene per mensem to those employees resident on estates/divisions without electricity.

4. *Death Grant*

- (i) With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 100,000/- as funeral expenses.
- (ii) The dependents 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 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 3 months' salary within one month of the death of the staff member.

5. Medical Aid Scheme

The Employer's contribution will be 10% of the basic salary to the medical fund.

6. Coconut Allowance

The Employer shall provide 40 Coconuts to members of estate staff (including future recruits) at a cost of Rs. 1 per nut irrespective of what they had been enjoying in the past.

7. Insurance Scheme

The employer agrees to provide a personal accident cover insurance scheme covering all staff members employed in estates under their management.

8. 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, till 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.

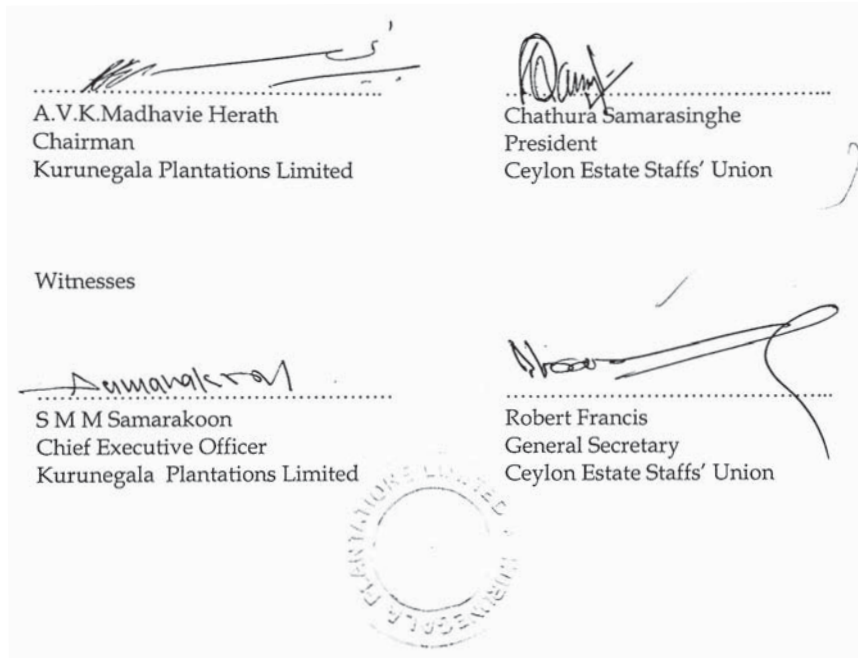
9. Festival Advance

All employees will be paid a sum of Rs. 15,000/- interest free advance, before two weeks in respect of their festivals, which will be recovered in 10 equal installments. Any future revision will be on mutual agreement.

INTERPRETATION

<i>Word</i>	<i>Meaning</i>
Union	means the union referred to as the Party of the Second Part in this Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act
Employer	means the Kurunegala Plantations Limited
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 Kurunegala on this 20th day of November 2020.



SCHEDULE I

MAINTENANCE AND SUPPORT STAFF - SALARY RANGES

	<i>Present Salary</i>	<i>Add COLA</i>	<i>Total Salary</i>	<i>Revised Salary Range</i>	<i>Annual Increment</i>	<i>Gr. 1</i>
	Rs. Cts.	Rs. Cts.	Rs. Cts.	Rs. Cts.	Rs. Cts.	Rs. Cts.
Lorry/Tractor Driver	18,770.00	7,800.00	26,570.00	31,800.00	350.00	450.00
Car Driver	18,664.00	7,800.00	26,454.00	31,800.00	350.00	450.00
Blacksmith				31,800.00	350.00	450.00
Carpenter				31,800.00	350.00	450.00
Engine Driver				31,800.00	350.00	450.00
Welder				31,800.00	350.00	450.00
Pre School Teacher				31,800.00	350.00	450.00
Mechanic/Motor Mechanic				31,800.00	450.00	550.00
Electrician/Foreman				31,800.00	450.00	550.00
Backhoe Operator				31,800.00	450.00	550.00
Creche Attendant/CDO				31,800.00	450.00	550.00

My No.: සාම/වතු/2/2021.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Limited (Officer in Charge Grade), No. 80, Dambulla Road, Kurunegala of the One Part and the Ceylon Estate Staffs Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 20th November 2020 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.
20th December, 2021.

Collective Agreement No. 2 of 2021

COLLECTIVE AGREEMENT - OFFICER IN CHARGE

This Collective agreement entered into between the Kurunegala Plantations Limited having its registered office at No. 80, Dambulla Road, Kurunegala of the First Part and the Ceylon Estate Staffs Union of No. 06, Aloe Avenue, Colombo 3 of the Second Part, made and entered into on the 20th of November 2020 witnesseth follows:

1. Title -

This Agreement shall be known as the Kurunegala Plantations Limited Collective Agreement for Officer-in-Charge.

2. Employers Covered and Bound -

This Agreement shall bind the management of the Kurunegala Plantations Limited, 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 Kurunegala Plantations Limited on monthly contract of employment as at the date of signing (20th November 2020), and in respect of whom salary ranges are prescribed in schedule I hereon.

4. Earlier Agreement -

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 the Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved 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 August 2020 to 31st July 2023 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2023.

6. General Terms and Conditions -

- i The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2020 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 Upon completion of 10 years service satisfactory under the same employer, Officer In charge shall be re-designated as Senior Officer in Charge with a minimum of one (1) increment.
- iv Upon completion of 10 years satisfactory service under the same employer, Senior Officer in charge upon completion of a Diploma or equivalent Qualification accepted by the management with outstanding performance shall be re-designed as Special Grade Senior Officer in Charge with a minimum of one (1) increment.
- v 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 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.
- ii All designations of new recruits should be as specified under Schedule 1 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 unsatisfactorily 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.

9. Attendance at Work -

Unless otherwise specifically instructed by his Employer and such instructions not being of a permanent nature, 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 Rupees Two Thousand Five Hundred (Rs. 2,500/-) per mensem When confirmed, this acting allowance shall be added to the salary.
- iv When promoting an employee to a senior position, a salary increase of minimum one (1) increment shall be granted.
- v Employees who obtain a work related course certificate from NIPM or any other reputed institutions, as approved by the management, shall be granted special increments with reimbursement of course fee and to be considered for a higher position. Reimbursement of such course fees will be as per the prevailing company policy for its employee higher education.
- vi Overlooking periods shall not exceed 6 months and during that period the employer shall pay the employee Rs. 4,000/- per month as an overlooking allowance. During the overlooking period employees will receive 15 liters of fuel allowance. This functional allowance shall not attract any consequential benefits such as EPF. and ETF. However depending on the requirement overlooking period may exceed 6 months at the discretion of the management.

11. Salaries -

1. The salaries payable to the employees covered and bound by this agreement with effect from 01st August 2020 shall be as follows:
 - i The present Rs.7,800/- paid as cost of living allowance shall be included to the basic salary.
 - ii With effect from 1st August 2020, the salaries (Basic salary + Cost of living allowance) of all employees in employment shall be increased by twenty percent (20%) based on last drawn salary. Provided, however in respect of the period 1st August 2020 to 31st October 2020 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, Overtime etc.
 - iii Employees under this agreement are eligible to receive bonuses/ incentives given by the Kurunegala plantations limited or under the guidelines issued by the Treasury / Relevant Authorities.
 - iv. Both parties agreed to consider the effects of budgetary salary increases within the period of 1st August 2020 to 31st July 2023 at the time of signing new agreement in 2023.
 - v. Employees who reach the maximum salary point depicted in the scales will continue to receive annual increments if they continue to remain within the same category.
 - vi In the case of Officer In Charge / Storekeepers who are entitled to an allowance on account of work as Storekeeper, such employee shall continue to receive an 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 being necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
 - vii In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per Schedule I of this Agreement.
 - viii Subject to the provisions set out in clause 6 (i) above, the Karunegala Plantations Limited covered and bound shall pay the revised salaries in the month of August 2020 with arrears per clause 11 (ii).

2. Staff Quarters:

- (i) With effect from date hereof, Employees covered by this agreement are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment described below:

Officer In Charge	= Rs. 1650/-
Senior Officer In Charge	= Rs. 1750/-
Special Grade Officer In Charge	= Rs. 1850/-

- (ii) Kurunegala Plantations Limited under take to maintain the staff quarters provided to them on request of relevant employees.
- (iii) In the event of any person not occupying a habitable 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 accordance with the practice prevailing on each estate.(Each year January & July)

	Previously	Effective from 2021
Officer In Charge	Rs. 300	Rs. 450
Senior Officer In Charge	R.s 400	Rs. 550
Special Grade Officer In Charge		Rs. 700

13. Hours of Work and Overtime -

- i The working week shall be 6 days of 48 hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of 48 hours per week or 9 hours per day shall be deemed to be overtime.
- ii If required by an 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 & Forty (240) multiplied by one and a half (1 1/2)

14. Weekly and Poya Holidays -

The working week Shall be 6 days or 48 hours. One day each week shall be allowed as off day. Work on the weekly off day, statutory holiday shall be calculated by dividing the monthly salary by 240 (two hundred forty) multiplied by 1 1/2 (one and half) times.

15. Statutory Holidays -

All employees covered by this Agreement will be entitled to following statutory holidays:

Tamil Thai Pongal Day
National Day
Day prior to Sinhala & Tamil New Year

Sinhala & Tamil New Year Day
May Day
Day following Vesak Full Moon Day
Holy Prophet's Birthday (Milad-Un-Nabi)
Christmas Day

Payment for work on such holidays shall be remunerated according to the relevant statutory rates.

The Union agreed to forfeit its right to 5 days of religious leave hitherto enjoyed by the employees.

16. *Leave-*

1. *Annual Leave* - Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Department shall be entitled to three weeks paid annual leave as a special benefit. This right shall not extend to any employees recruited after 1993.
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 taken 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 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 working days on that account. Provided however this facility shall not be applicable those who obtain payment on un-availed Sick Leave according to company policy at the end of each year.

(iii) In the case of an employee whose terms presently permit a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him / her.
4. *Maternity Leave*
 - i) 84 working days of maternity leave will be granted on live child birth.
 - ii) Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
 - iii) Paternity leave of 2 days will be granted to the father of the child.

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 services 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 spouses employment shall generally be made at the end of the year with three 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 01 in School will be considered.
- v Transfers from one Plantation District to another, which are likely to cause hardship on account of children's schooling, or the spouse's employment will be considered.
- vi No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vii Employees whose children are sitting for Year 5 scholarship exam will be considered.
- viii 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* -

- i Unless the letter of appointment specifies a higher retirement 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. *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 need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- ii An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii An employee is entitled to be furnished with a 'show cause' notice setting out the charge 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 wished to have the benefit of a 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.

20. Suspension Pending Disciplinary Inquiries -

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

21. Suspension as a Measure of Punishment -

- i Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
- ii Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

22. Variations of Terms and Conditions of Employment & 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.

23. 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 (1) above, the Kurunegala Plantation Limited 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 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 employees 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 for (2) days.
- (vii) Two days duty leave shall be granted to employees selected by the union from each estate on the basis of one representative per estate to attend the delegates session bi-annually.

PART II

1. *Amalgamation & Sub Leasing* -

The Kurunegala Plantations Limited covered and bound by 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. However, Kurunegala Plantations Ltd will continue to be the employer of such employees.

2. *Electricity* -

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

Senior staff	-	140 units
Junior staff	-	100 units

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

3. *Kerosene* -

Employer shall provide 25 liters kerosene per mensem to those employees resident on estates/ divisions without electricity.

4. *Death Grant* -

- With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs.100,000/- as funeral expenses.
- The dependents 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 dependents hand over the staff quarters.
- If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

5. *Medical Aid Scheme* -

The Employer's contribution will be 10% of the Basic salary to the medical fund.

6. *Coconut Allowance* -

The Employer shall provide 40 Coconuts to members of estate staff (including future recruits) at a cost of Rs. 1 per nut irrespective of what they had been enjoying in the past

7. **Fuel Allowance** -

Employer shall provide 5 liters of petrol per month to all Officers In Charge, Senior Officer In Charge and Special Grade Officer In Charge for Those who have Motor Bike.

8. **Telephone Allowance** -

Employer shall pay a telephone allowance of minimum Rs. 300/- per month to all Officers In Charge, Senior Officer In Charge and Special Grade Officer In Charge.

9. **Insurance Scheme** -

The employer agrees to provide a personal Accident cover insurance scheme covering **all staff members** employed in estates under their management.

10. **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, till 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.


11. **Festival Advance** -

All employees will be paid a sum of Rs.15,000/- interest free advance, before two weeks in respect of their festivals, which will be recovered in 10 equal installments. Any future revision will be on mutual agreement.

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 the Kurunegala Plantations Limited.
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 Kurunegala on this 20th day of November 2020.

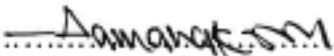


 A.V.K. Madhavie Herath
 Chairman
 Kurunegala Plantations Limited

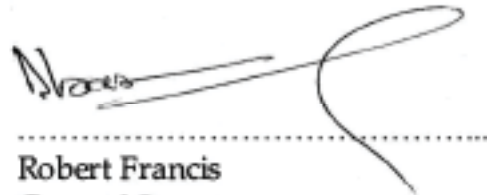


 Chathura Samarasinghe
 President
 Ceylon Estate Staffs' Union

Witnesses



 S M M Samarakoon
 Chief Executive Officer
 Kurunegala Plantations Limited



 Robert Francis
 General Secretary
 Ceylon Estate Staffs' Union

SCHEDULE 1

OFFICER IN CHARGE - SALARY RANGE

	<i>Present Salary</i>	<i>Revised Salary Range</i>	<i>Annual Increment</i>
Officer In Charge	Rs. 18778.00		
Add COLA	Rs. 7800.00		
Total	Rs. 26578.00	Rs. 32000.00	Rs. 450.00
Senior Officer In Charge	Rs. 19428.00		
Add COLA	Rs. 7800.00		
Total	Rs. 27228.00	Rs. 32700.00	Rs. 550.00
Senior Officer In Charge (Special Grade)		Rs. 34200.00	Rs. 700.00