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**The Gazette of the Democratic Socialist Republic of Sri Lanka**  
**EXTRAORDINARY**

අංක 2260/61 – 2021 දෙසැම්බර් 30 වැනි බ්‍රහස්පතින්දා – 2021.12.30  
No. 2260/61 – THURSDAY, DECEMBER 30, 2021

(Published by Authority)

**PART I: SECTION (I) – GENERAL**

**Government Notifications**

My No: සාගි/වතු/4/2021.

**THE INDUSTRIAL DISPUTES ACT. CHAPTER 131**

THE Collective Agreement entered into between Chilaw Plantations Limited, No. 165, Puttalam Road, Chilaw of the one part and the Ceylon Estate Staffs Union, No .06, Aloe Avenue, Colombo 03 of the other part on 5th 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. 15 of 2021.

Plantation staff collective agreements with chilaw plantations limited and ceylon estate staffs' union from 1st August 2020 to 31st July 2023.



### **COLLECTIVE AGREEMENT - CLERICAL STAFF**

THIS Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the First part and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the 5th day of November Two Thousand Twenty witness as follows:

#### **1. TITLE**

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

#### **2. EMPLOYERS COVERED AND BOUND**

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for and in respect of the categories of employees hereafter 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 Chilaw Plantations Limited 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 Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee', but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

#### **5. DATE OF OPERATION AND DURATION**

Subject to any provisions to the contrary, this Agreement shall be effective from 1st 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 of 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 at the discretion of the employer.
- iii. All Chief Clerks will be re designated as Administrative Officers, upon completion of 10 years of satisfactory service under the same employer. Chief Clerks/Administrative Officers upon completion of a diploma course accepted by the management and on the discretion of the management shall be re-designated as Special Grade Administrative Officers with a minimum of 01 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 01 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 I hereof.
- iii. Storekeepers are to be placed in a grade that is comparable to those in the Clerical grades on salary applicable to Clerk.

## 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 06 months, the employee shall deem 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 06 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 Rs. Four Thousand (Rs. 4000/00) per mensem. When confirmed 50% of this acting allowance shall be added to the salary.
- iv. When promoting an employees to a senior position a salary increase of minimum one (01) 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 higher positions.
- vi. Overlooking periods shall not exceed 06 months and during that period the employer shall pay the employee Rs. Four Thousand (Rs. 4000/00) as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

**11. SALARIES**

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August, 2020 shall be as follows:
  - i. With effect from 1st August, 2020, the salaries of all employees in employment shall be increased by 20% based on last drawn salary.
  - ii. With effect from 1st August, 2020 all employees in employment shall be eligible to receive the newly introduced salary increases and allowances granted by the Government to employees employed in government sector, corporations, statutory bodies, state institutions and in other state enterprises **which are relevant to Chilaw plantations limited. This arrangement is to ensure to minimize salary anomalies between various employment categories of employees in Chilaw plantations limited.**
  - iii. 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.
  - iv. In the case of Clerical staff who are entitled on account of work as a Stenographer or Storekeeper as the case may be, such employee shall receive an allowance 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.
  - v. In terms of the above salary revision, the salary revision, applicable will accordingly be revised as per schedule II of this agreement.
  - vi. Subject to the provisions set out in Clause 6 (1) above, the Chilaw Plantations Limited covered and bound shall pay the revised salaries as from the month of August 2020 with arrears.
2. 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. 1350/
Clerk /Storekeeper	= Rs. 1450/
Senior Clerk	= Rs.1700/
Administrative Officer	= Rs. 1850/
Special Grade Administrative Officer	= Rs. 2000/-
- ii In the event of any person not occupying quaters 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 from 1st August 2020.

	Previously	Effective from 1st August 2020
Junior Clerk	Rs. 350/-	Rs. 500/-
Clerk/Storekeeper	Rs. 400/-	Rs. 575/-
Senior Clerk	Rs. 500/-	Rs. 700/-
Administrative Officer	Rs. 650/-	Rs. 950/-
Special Grade Administrative Officer		Rs. 1100/-

### 13. HOURS OF WORK OVERTIME

If required by the 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 Shop & Office Employees Act.

### 14. WEEKLY AND POYA HOLIDAYS

An employee will be entitled to weekly holidays on Saturday half 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 mercantile holidays as provided in the Shop & Office Employees Act.

Thaipongal day  
Independence day  
Day prior to Sinhala/Tamil New Year  
Sinhala/Tamil New year Day  
May Day  
Day following Wesak 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(i) Annual Leave

14 days 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 1st September 1993.

#### 2 Casual Leave

All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual Leave not taken in any one year will not be carried over to the next year.

#### 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.
- (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

- 1 Maternity Leave will be granted as per Shop & Office Employees Act. Accordingly, 84 working days of maternity leave will be granted on live child birth.
- 2 Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
- 3 Paternity leave of 3 days will be granted to the father of the child.

### 17. ADMINSTRATIVE 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 requirement of the Employer, be made at the discretion of the Management with one month's notice in writing.
- ii. Transfers from one state 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 be made at the end of the year with three calendar month's notice.
- iii. Employees whose children are sitting for the G.C.E. 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 also will be considered.
- v. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vi. The provisions of sub-clause (1) to (5) 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 retrial 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 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 exceptionable 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 endeavor to give the finding 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 of 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 in 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-clause (i) & (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verification.

## 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 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 & 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 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**

- i. It is agreed by parties that the Disputes Resolution Committee will 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.
- ii. Decisions arrived by the Dispute Resolutions Committee shall be implemented within the 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 (1) above, the Chilaw 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 mutual arrangement with the Employer, 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 Chairmen 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 on need basis.
- vi Duty leave shall be granted to employees selected by the Union to attend Seminars and workshop conducted by the Union or any other labour related institution in one year for a period not exceeding two days.

## **Part II**

### **1. Amalgamation and Sub Leasing**

The Chilaw Plantation Limited covered and bound by this Agreement undertakes 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, Chilaw Plantation Limited 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. Coconut Allowance**

The employer shall provide 40 coconuts to members of estate staff (Including future recruits) at the cost of Rs. 1/00 per nut irrespective of what they had been enjoying in the past.

**5. Drinking Water Allowance**

The employer agrees to provide 500 liters of drinking water per month to every staff members employed on required estates.

**6. Accident Insurance Scheme**

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

**7. 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.

**8. Medical Aid Scheme**

- i. The Employee contribution to the medical aid scheme will be 5% and the Employers' 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 Company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

**9. 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.

**10. Union Subscriptions**

- i. The employer agrees on the written request of an employee to deduct from the wages due to such employee, the current monthly Union subscriptions 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 maintain 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.

**INTERPRETATION**

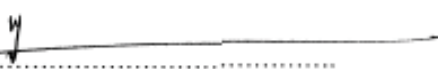
Word	Meaning
Union	means the Union referred to as the Party of the Second Part in this Agreement
Dispute	Shall have the same meaning as in the Industrial Disputes Act
Employer	means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this 6th day of November 2020.

  
 .....  
 Jude Rukmantha Perera  
 Chairman/CEO  
 Chilaw Plantations Limited

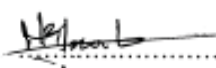
  
 .....  
 Chathura Samarasinghe  
 President  
 Ceylon Estate Staffs' union

**Witnesses**

1  
  
 .....  
 Mahinda Ranaweera  
 General Manager  
 Chilaw Plantations Limited

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

2  
  
 .....  
 Tissa Atapattu  
 Manager - H R & Administration  
 Chilaw Plantations Limited

2  
  
 .....  
 M I P R Bandara  
 Chairman - Satharakorale Branch  
 Ceylon Estate Staffs' Union

**SCHEDULE I**

**CLERICAL STAFF SALARY RANGE**

	PRESENT SALARY	REVISED SALARY	ANNUAL INCREMENT
Junior Clerk	Rs. 28508/00	Rs. 34200/00	Rs. 500/00
Clerk/Storekeeper	Rs. 28720/00	Rs. 34475/00	Rs. 575/00
Senior Clerk	Rs. 28933/00	Rs. 34725/00	Rs. 700/00
Administrative Officer	Rs. 29914/00	Rs. 35900/00	Rs. 950/00
Administrative Officer (Special Grade)		Rs. 37500/00	Rs. 1100/00

**COLLECTIVE AGREEMENT - OFFICER IN CHARGE**

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the First part and the Ceylon Estate Staffs' Union of No.6, Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the 5th day of November Two Thousand Twenty witness as follows:

**1 TITLE**

This Agreement shall be known as the Chilaw Plantations Limited Collective Agreement for Officer In Charge

**2 EMPLOYERS COVERED AND BOUND**

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for and in respect of the categories of employees hereafter 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 Chilaw Plantations Limited 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 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 1<sup>st</sup> August 2020 to 31<sup>st</sup> 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 31<sup>st</sup> of 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 at the discretion of the employer.
- iii All Senior Officers In Charge upon completion of 10 years of satisfactory service and a diploma/ Degree in Agriculture/ plantation Management from a recognized institution and on the discretion of the management, shall be re - designated as Special Grade Officer in charge with a minimum of 01 increment
- iv Upon completion of 10 years satisfactory service under the same employer, Officer In Charge Shall be re-designated as Senior Officer In Charge with a minimum of 01 increment.
- v Any employee enjoying better terms and conditions than that 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 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 06 months, the employee shall deem 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 06 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 Rs. Four Thousand (Rs. 4000/00) per mensem. When confirmed 50% of this acting allowance shall be added to the salary.

- iv When promoting an employees to a senior position a salary increase of minimum one (01) 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 higher positions.
- vi Overlooking periods shall not exceed 06 months and during that period the employer shall pay the employee Rs. Four Thousand (Rs. 4000/00) as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

## 11 SALARIES

- 1 The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2020 shall be as follows.
  - i With effect from 1st August 2020, the salaries of all employees in employment shall be increased by 20% based on last dawn salary.
  - ii With effect from 1st August 2020 all employees in employment shall be eligible to receive the newly introduced salary increases and allowances granted by the Government to employees employed in government sector, corporations, statutory bodies, state institutions and in other state enterprises which are relevant to Chilaw plantations limited. This arrangement is to ensure to minimize salary anomalies between various employment categories of employees in Chilaw plantations limited.
  - iii 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.
  - iv In the case of Officer In Charge who are entitled on account of work as a Storekeeper as the case may be, such employee shall receive an allowance 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.
  - v In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule II of this agreement.
  - vi Subject to the provisions set out in Clause 6 (1) above, the Chilaw Plantations Limited covered and bound shall pay the revised salaries as from the month of August 2020 with arrears.
- 2 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. 1780/00
Senior Officer In Charge	Rs. 1900/00
Special Grade Officer In Charge	Rs. 2100/00

- 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 from 1st August 2020.

	Previously	Effective from 1st August 2020
Officer In Charge	Rs. 500/-	Rs. 700/-
Senior Officer In Charge	Rs. 600/-	Rs. 850/-
Special Grade Officer In Charge		Rs. 1000/-

**13 HOURS OF WORK AND OVERTIME**

**The working week shall be six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or nine hours per day shall be deemed to be overtime.**

If required by the 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 salary by 240 multiplied by one & half times.

**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 off day, statutory holiday shall be calculated by dividing the monthly salary by 240 multiplied by one & half times.

**15 STATUTORY HOLIDAYS**

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

Thaipongal day  
Independence day  
Day prior to Sinhala/ Tamil New Year  
Sinhala/ Tamil New Year Day  
May Day  
Day following Wesak 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 (i) Annual Leave

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

### 2 Casual Leave

All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual Leave not taken in any one year will not be carried over to the next year.

### 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.

(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

1 84 working days of maternity leave will be granted on live child birth.

2 Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.

3 Paternity leave of 3 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 service and the requirement 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 be made at the end of the year with three calendar month's notice.

iii Employees whose children are sitting for the G. C. E. 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 also will be considered.

v No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.

vi The provisions of sub-clause (1) to (5) 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 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 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 to 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 endeavor 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 of 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 in 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 - clause (i) & (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verification.

## **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 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 & 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 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**

- i It is agreed by parties that the Disputes Resolution Committee will 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.
- ii Decisions arrived by the Dispute Resolutions Committee shall be implemented within the 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 (1) above, the Chilaw 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 mutual arrangement with the Employer, 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 Chairmen 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 on need basis.
- vi Duty leave shall be granted to employees selected by the Union to attend Seminars and workshop conducted by the Union or any other labour related institution in one year for a period not exceeding two days.

## Part II

### 1 Amalgamation & Sub Leasing

The Chilaw Plantation Limited covered and bound by this Agreement undertakes 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, Chilaw Plantation Limited 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 Allowance

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

### 4 Coconut Allowance

**The employer shall provide 40 coconuts to members of estate staff (Including future recruits) at the cost of Rs. 1/00 per nut irrespective of what they had been enjoying in the past.**

### 5 Drinking Water Allowance

The employer agrees to provide 500 liters of drinking water per month to every staff members employed on required estates.

### 6 Accident Insurance Scheme

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

### 7 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.

### 8 Employer shall provide minimum 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.

**9 Medical Aid Scheme**

- i The Employee contribution to the medical aid scheme will be 5% and the Employers' 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/his credit in the fund inclusive of the Company's contribution to such fund, at the time of retirement/ death or termination of his/ her employment from the estate.

**10 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 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.

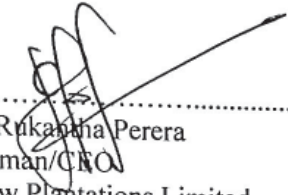
**11 Union Subscriptions**

- i The employer agrees on the written request of an employee to deduct from the wages due to such employee, the current monthly Union subscriptions 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 maintain 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.

**INTERPRETATION**

<b>Word</b>	<b>Meaning</b>
Union	means the Union referred to as the Party of the Second Part in this Agreement
Dispute	Shall have the same meaning as in the Industrial Disputes Act
Employer	means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well


In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this 6th day of November 2020.

  
.....  
Jude Rukshana Perera  
Chairman/CFO  
Chilaw Plantations Limited

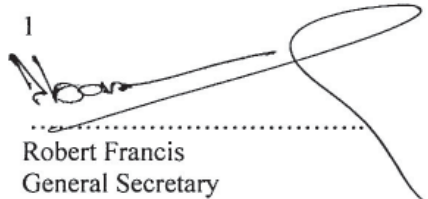
  
.....  
Chathura Samarasinghe  
President  
Ceylon Estate Staffs' union

### Witnesses

1

  
.....  
Mahinda Ranaweera  
General Manager  
Chilaw Plantations Limited


1

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

2

  
.....  
Tissa Ajapattu  
Manager - H R & Administration  
Chilaw Plantations Limited

2

  
.....  
M I P R Bandara  
Chairman - Satharakorale Branch  
Ceylon Estate Staffs' Union

### SCHEDULE I

#### OFFICER IN CHARGE SALARY RANGE

	PRESENT SALARY	REVISED SALARY	ANNUAL INCREMENT
Officer In Charge	Rs. 27778/00	Rs. 33350/00	Rs. 700/00
Senior Officer In Charge	Rs. 28428/00	Rs. 34125/00	Rs. 850/00
Special Grade Officer In Charge		Rs. 35625/00	Rs. 1000/00

**COLLECTIVE AGREEMENT - TECHNICAL STAFF**

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the First Part and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the 5th day of November Two Thousand Twenty witness as follows:

**1 TITLE**

This Agreement shall be known as the Chilaw Plantations Limited Collective Agreement for Technical Staff.

**2 EMPLOYERS COVERED AND BOUND**

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as First Part for and in respect of the categories of employees hereafter 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 Chilaw Plantations Limited 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 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 1<sup>st</sup> August 2020 to 31<sup>st</sup> 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 31<sup>st</sup> of 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 at the discretion of the employer.
- iii All employees of this category will be re-designated as special grade factory officer Upon completion of 10 years of satisfactory service under the same employer, Factory Officers should be re - designated as Special Grade Factory Officer upon completion of diploma course accepted by Management and on the discretion of the management shall be re-designation as Special grade factory officer with a minimum of 01 increment.

- iv Upon completion of 10 years satisfactory service under the same employer, Junior Assistant Factory Officer shall be re-designated as Assistant Factory Officer with a minimum of 01 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 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 06 months, the employee shall deem 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 06 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 Rs. Four Thousand (Rs. 4000/00) per mensem. When confirmed 50% of this acting allowance shall be added to the salary.
- iv When promoting an employees to a senior position a salary increase of minimum one (01) 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 higher positions.
- vi Overlooking periods shall not exceed 06 months and during that period the employer shall pay the employee Rs. Four Thousand (Rs. 4000/00) as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

## 11 SALARIES

- 1 The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2020 shall be as follows:
  - i With effect from 1st August 2020, the salaries of all employees in employment shall be increased by 20% based on last dawn salary,
  - ii With effect from 1st August 2020 all employees in employment shall be eligible to receive the newly introduced salary increases and allowances granted by the Government to employees employed in Government sector, corporations, statutory bodies, state institutions and in other State enterprises which are relevant to Chilaw Plantations Limited. This arrangement is to ensure to minimum salary anomalies between various employment categories of employees in Chilaw Plantations Limited,
  - iii 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,
  - iv In the case of Factory staff who are entitled on account of work as a Storekeeper as the case may be, such employee shall receive an allowance 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,
  - v In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule II of this agreement,
  - vi Subject to the provisions set out in Clause 6 (1) above, the Chilaw Plantations Limited covered and bound shall pay the revised salaries as from the month of August 2020 with arrears.
- 2
  - 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 Assistant Factory Officer	Rs. 1350/-
Assistant Factory Officer	Rs. 1450/-
Senior Assistant Factory Officer / Technical Assistant	Rs. 1700/-
Factory Officer	Rs. 1850/-
Special Grade Factory Officer	Rs. 2000/-
  - 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 from 1st August, 2020:

	Previously	Effective from 1st August 2020
Junior Assistant Factory Officer		Rs. 500/00
Assistant Factory Officer		Rs. 575/00
Senior Assistant Factory Officer/ Technical Assistant		Rs. 700/00
Factory Officer		Rs. 950/00
Special Grade Factory Officer		Rs. 1100/00

### 13 HOURS OF WORK AND OVERTIME

**The working week shall be six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or nine hours per day shall be deemed to be overtime.**

If required by the 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 salary by 240 multiplied by one & half times.

### 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 off day, statutory holiday shall be calculated by dividing the monthly salary by 240 multiplied by one & half times.

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

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May Day  
Day following Wesak Full Moon Poya Day  
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Payment for work on such holidays shall be remunerated according to the provisions of the Shop & Office Employees Act.

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All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual Leave not taken in any one year will not be carried over to the year.

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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.

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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 be made at the end of the year with three calendar months' notice .

iii Employees whose children are sitting for the G.C.E. 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 also will be considered.

v No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.

vi The provisions of sub-clause (1) to (5) 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 GRATUITY**

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

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i An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.

- ii An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
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- i It is agreed by parties that the Disputes Resolution Committee will 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.
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- i The employer agrees on the written request of an employee to deduct from the wages due to such employee, the current monthly Union subscriptions 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 maintain his request.
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Union	means the Union referred to as the Party of the Second Part in this Agreement
Dispute	Shall have the same meaning as in the Industrial Disputes Act
Employer	means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
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In witness whereof the parties aforesaid have been hereunto set their hand at Chilaw on this 6th day of November 2020.

  
.....  
Jude Rukshatha Perera  
Chairman/CFO  
Chilaw Plantations Limited

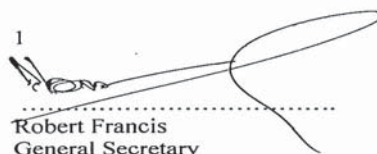
  
.....  
Chathura Samarasinghe  
President  
Ceylon Estate Staffs' union

#### Witnesses

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.....  
Mahinda Ranaweera  
General Manager  
Chilaw Plantations Limited

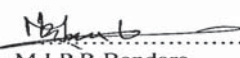
1

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

2

  
.....  
Tissa Atapattu  
Manager - H R & Administration  
Chilaw Plantations Limited

2

  
.....  
M I P R Bandara  
Chairman - Satharakorale Branch  
Ceylon Estate Staffs' Union

**SCHEDULE I**

**TECHNICAL STAFF SALARY RANGES**

	<b>PRESENT SALARY</b>	<b>REVISED SALARY</b>	<b>ANNUAL INCREMENT</b>
<b>Jnr. Asst. Factory Officer</b>	<b>Rs. 28508/00</b>	<b>Rs. 34200/00</b>	<b>Rs. 500.00</b>
<b>Asst. Factory Officer</b>	<b>Rs. 28720/00</b>	<b>Rs. 34475/00</b>	<b>Rs. 575/00</b>
<b>Snr. Asst. Factory Officer/ Lab Assistant</b>	<b>Rs. 28933/00</b>	<b>Rs. 34725/00</b>	<b>Rs. 700/00</b>
<b>Factory Officer</b>	<b>Rs. 29914/00</b>	<b>Rs. 35900/00</b>	<b>Rs. 950/00</b>
<b>Factory Officer (Special Grade)</b>		<b>Rs. 37500/00</b>	<b>Rs. 1100/00</b>

**COLLECTIVE AGREEMENT- MAINTENANCE SUPPORT STAFF**

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the First part and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the 5th day of November Two Thousand Twenty witness as follows:

**1 TITLE**

This Agreement shall be known as the Chilaw Plantations Limited Collective Agreement for Maintenance support Staff.

**2 EMPLOYERS COVERED AND BOUND**

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for and in respect of the categories of employees hereafter 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 Chilaw Plantations Limited 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 Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee', but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

## **5 DATE OF OPERATION AND DURATION**

Subject to any provisions to the contrary, this Agreement shall be effective from 1st 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 at the discretion of the employer.
- iii Any employees 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 required knowledge and experience in the trade.
- ii All designations of new recruits should be as specified under Schedule I here of.

## **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 06 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 there after 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 All employees covered by this agreement on completion of 15 years of service under the same employer shall be granted one additional annual increment.

## **11 SALARIES**

- 1 The Salaries payable to the employees covered and bound by this agreement with effect from 1st August 2020 shall be as follows.

- i With effect from 1st August 2020, the salaries of all employees in employment shall be increased by **20%** based on last dawn salary.
  - ii With effect from 1st August 2020 all employees in employment shall be eligible to receive the newly introduced salary increases and allowances granted by the Government to employees employed in government sector, corporations, statutory bodies, state institutions and in other state enterprises which are relevant to chilaw plantations limited. This arrangement is to ensure minimum salary anomalies between various employment categories of employees in Chilaw plantaions limited.
  - iii 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.
  - iv. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule II of this agreement.
  - v. Subject to the provisions set out in Clause 6 (1) above, the Chilaw Plantations Limited covered and bound shall pay the revised salaries as from the month of August 2020 with arrears.
- 2 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. 1050/00 |
| Car Driver           | Rs. 1050/00 |
- 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 on 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 from 1<sup>st</sup> August 2020.

	Previously	Effective from Grade 1 1 <sup>st</sup> August 2020	
Lorry/Tractor Driver	Rs. 350/00	Rs. 500/00	600/00
Car Driver	Rs. 350/00	Rs. 500/00	600/00
Pre School Teacher	Rs. 350/00	Rs. 500/00	600/00
Blacksmith	Rs.	Rs. 500/00	600/00
Carpenter	Rs.	Rs. 500/00	600/00

	Previously	Effective from Grade 1 1 <sup>st</sup> August 2020	
Engine Driver	Rs.	Rs. 500/00	600/00
Welder	Rs.	Rs. 500/00	600/00
Mechanic/Motor Mechanic	Rs. 450/00	Rs. 650/00	750/00
Creche Attendant/CDO	Rs. 450/00	Rs. 650/00	750/00
Electrician/Forman	Rs. 450/00	Rs. 650/00	750/00
Backhoe Operator	Rs. 450/00	Rs. 650/00	750/00

All employees on completion of 10 years of service shall be placed on Grade 1.

### 13. HOURS OF WORK AND OVERTIME

The decisions of the relevant wages board shall apply.

If required by the 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. STATUTORY HOLIDAYS

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

Thaipongal day  
Independence day  
Day prior to Sinhala/Tamil New Year  
Sinhala/Tamil New Year Day  
May Day  
Day following Wesak 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 Employee Act.

### 16. LEAVE

#### 1 (i) Annual Leave

Employee presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant wages board decisions applicable to them.

#### 2 Casual Leave

All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual Leave not taken in any one year will not be carried over to the next year.

**3 (i) Sick Leave**

Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick Leave. 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.

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**

1. 84 working days of maternity leave will be granted on live child birth.
2. Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
3. Paternity leave of 03 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 service and the requirement 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 be made at the end of the year with three calendar month's notice.
- iii Employees whose children are sitting for the G.C.E. 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 also will be considered.
- v No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- vi The provisions of Sub-clause (1) to (5) 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. GRATUITY**

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

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- i An employee may be suspended without pay his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- ii An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptionable circumstances.
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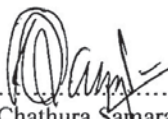
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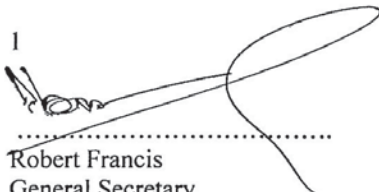
In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this 6th day of November 2020.

  
 .....  
 Jude Rukamtha Perera  
 Chairman/CFO  
 Chilaw Plantations Limited

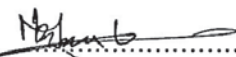
  
 .....  
 Chathura Samarasinghe  
 President  
 Ceylon Estate Staffs' union

**Witnesses**

1  
  
 .....  
 Mahinda Ranaweera  
 General Manager  
 Chilaw Plantations Limited

1  
  
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 Robert Francis  
 General Secretary  
 Ceylon Estate Staffs' Union

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 .....  
 Tissa Atapattu  
 Manager - H R & Administration  
 Chilaw Plantations Limited

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 .....  
 M I P R Bandara  
 Chairman - Satharakorale Branch  
 Ceylon Estate Staffs' Union

SCHEDULE I

MAINTENANCE SUPPORT STAFF

	PRESENT SALARY	REVISED SALARY	ANNUAL INCREMENT
Lorry/Tractor Driver	Rs. 27,770/-	Rs. 33,325/-	Rs. 500/-
Car Driver	Rs. 27,664/-	Rs. 33,200/-	Rs. 500/-
Pre School Teacher	Rs. 27,750/-	Rs. 33,300/-	Rs. 500/-
Blacksmith	Rs.	Rs. 33,200/-	Rs. 500/-
Carpenter	Rs.	Rs. 33,200/-	Rs. 500/-
Engine Driver	Rs.	Rs. 33,200/-	Rs. 500/-
Welder	Rs.	Rs. 33,200/-	Rs. 500/-
Mechanic/Motor Mechanic	Rs. 30,301/-	Rs. 36,375/-	Rs. 650/-
Creche Attendant/CDO	Rs. 31,039/-	Rs. 37,250/-	Rs. 650/-
Electrician/Forman	Rs. 31,963/-	Rs. 38,350/-	Rs. 650/-
Backhoe Operator	Rs. 34,039/-	Rs. 40,850/-	Rs. 650/-

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