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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

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No. 2492/35 – THURSDAY, JUNE 11, 2026

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hatton National Bank PLC - 479, T.B. Jayah Mawatha, Colombo 10 of the one part and The Ceylon Bank employees' Union - No. 20, Temple Road, Colombo 10 of the other part on 20th June 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 05,
11th May, 2026.

Collective Agreement No. 04 of 2025

This Collective Agreement made this **20th day** of **June 202**4 between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at 479. T.B. Jayah Mawatha, Colombo 10 (hereinafter referred to as "the Bank")

of the one Part

and

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered office at 20, Temple Road, Colombo 10, (hereinafter referred to as "the Union")

of the Other Part

Whereas the Union made demands for re-negotiation of the Collective Agreement entered into on 20th June 2024 which came into effect on 1st April 2024 and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the UNION and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. Parties to be Covered and Bound

This Agreement shall cover and bind Hatton National Bank PLC (the Bank), the Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Bank and who are presently employed in any of the categories mentioned in the First Schedule hereto (hereinafter referred to as the employees). This Agreement shall not cover and bind any employee who is an officer, staff officer, secretary, executive or any other staff on special rates of pay.

2. Date of Operation and Duration

This Agreement shall come into force on the 1st April 2024 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st March 2027. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2026.

3. Earlier Agreements

This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements shall stand repudiated in respect of the parties hereto.

4. Matters Covered and Bound

(a) This agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.

(b) It is agreed by the parties covered and bound by this Agreement that in relation to present employees they shall not during the continuance in force of this agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed as provided for in this agreement other than by mutual agreement.

5. Consolidated Salary

The parties have agreed that the basic salary and the fixed payment made in lieu of cost of living allowance was consolidated. Accordingly, the pay slips of employees indicate consolidated salary with effect from **1st April 201**8. Parties also agreed that with effect from the date of this agreement the starting consolidated salary for Bank Associates will be **Rs.75,000/-** per month and will be applicable during the operational period of this collective agreement,

6. Salaries

For the placement of an employee covered by this agreement on the new consolidated salary with effect from **01.04.2024,** the following provisions shalL apply.

i. A sum equal to **Rs.22,000/- and 6%** of the consolidated salary payable to an employee as at **31st March 2024** shall be added to the salary of an employee as at such time.

ii. Every employee in employment and covered by this Agreement shall also receive a further **6%** increase calculated on the consolidated salary as at **31.03.2025,** with effect from **01.04.2025.**

iii. Every employee in employment and covered by this Agreement shall also receive a further **7%** increase calculated on the consolidated salary as at **31.03.2026,** with effect from **01.04.2026**.

7. Allowances

(a) Cost of Living Allowance

As referred to in clause 5 above the fixed payment in lieu of Cost of Living Allowance of Rs.36.000/- granted to employees was consolidated with the basic salary with effect from 01st April 2018. Thereafter, the pay-slips of employees indicated a consolidated salary consisting of the basic salary and the fixed payment made in lieu of cost of living allowance and continue as a consolidated salary.

However, notwithstanding the consolidation, the union may refer to the cost of living allowance in its proposals submitted for the revision of the collective agreement, during future negotiations as referred to in clause 2 of this agreement.

Provided however, in the event of the Department of Census & Statistics publishing a linking factor pertaining to the rate of payment in relation to the Colombo Consumer's Price Index (Base year 2002) and the CCPI (Base year 2006/2007) and if union makes a request for a meeting to discuss the modalities of making this payment in respect of employees who are receiving the payment in lieu of Cost of Living, the Bank would be open to do so.

(b) Cashiers' Risk Allowance and Tellers' Allowance

(i) Where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs 1,500/-, subject to his having worked at least 5 days in that capacity for a month. If he has worked less than 5 days in that capacity, he shall receive Rs. 650/- only.

(ii) Any employee who has to bear the risk of authorising payment of cash against cheques in his capacity as a Teller shall be entitled to a Tellers' Allowance on the under-mentioned formula:

(a) Where the limit of authorisation is up to Rs. 500,000/-, the daily allowance shall be Rs. 150/- up to a maximum of Rs. 2,250/- per month. Provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.

(iii) No employee who is in the course of a single month has acted both as a cashier and a teller and is eligible for the above allowances shall be entitled to a sum in excess of Rs. 2.750/-.

(iv) The Cashiers' Risk Allowance and the Tellers' Allowance will not be included for the purpose of computing consequential benefits.

(v) No person who functions as a Teller shall, in addition, be entitled to the Cashiers' Risk Allowance for the days on which he so functioned as a Teller.

(vi) Insurance claim procedure covering cash shortages as listed in the manual of operations will not be changed without informing the Union during the tenure of the Collective Agreement.

(c) Disturbance Allowance

An employee called upon to report for work before 7 00 a.m. shall receive **Rs. 1.500/-** per day, and if required to report before 6.30 a.m. shall receive **Rs. 2,000/-** per day.

8. Incremental Date and Annual increments

The employees covered and bound by this agreement will be eligible to receive performance based annual increments on the following basis,

Outstanding	- 1 -1.24	- Achievement above 121%	-Rs. 2,000/-
Exceed Expectation	- 1.25 -1.74	- Achievement between 106% to 120%	-Rs. 1,750/-
Meet Expectation	- 1.75 - 2.49	- Achievement between 95% to 105%	-Rs. 1,500/-
Below Expectation	- 2.50 - 3.49	- Achievement between 75% to 94%	-Rs. 750/-
Does not meet expectation	- 3.50 - 4.99	- Achievement below 74%	-Rs. 270/-

The annual increments set out above will be granted on **01st July** of each year. The union shall be engaged indeliberations in the event of any changes to existing performance appraisal scheme and thereafter the new scheme will be informed to the employees.

9. Pension payments to employees who have retired from service

Any employee who has retired from service between **1st April 2024** and the date hereo shall be entitled to his pension calculated on the basis of the salary in terms of clause 6(i) hereof.

10. Promotion to Grade II

Subject to provisions of clauses 11.12. 13 and 14 hereof, an employee who completes 6 years in Grade I shall automatically be promoted to Grade II in his category, subject to the right of the Bank to defer such promotion for a period of one year by way of Punishment for misconduct after an inquiry and an employee so promoted shall receive an increase of Rs.600/- when placed in Grade II.

11. Accelerated Promotion

(i) From Grade I to Grade II

Employees who sit for and successfully pass the Institute of Bankers Examination will be considered for placement on Grade II. subject to the Conditious referred to at (a) and (b) hereunder provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such Consideration

(a) On successful completion of examinations Leading to the full Associateship of the chartered Institute of Bankers (London) or the Institute of Bankers of Sri Lanka (DABF) plus three complete years of service with the Bank in which such employee serves, or

(b) On successful completion of the examinations leading to Stage I/Banking Certificate of the Chartered Institute of Bankers (London) or Intermediate Examination of the Institute of Bankers of Sri Lanka (IABF) plus four complete years of service with the Bank in which such employee serves.

12. Promotions from Grade Il to III

The following principles shall apply to the promotion of an employee from Grade II to Grade III

(a) An employee who is eligible under following criteria (b) will be considered for promotion to **Grade 3** subject to an application being made by the employee.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade II.
or

(ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Intermediate Examination of the Institute of Bankers, Sri Lanka Examination (IABF) in which event the minimum period of service will be five years in Grade II or four years post-qualification experience in Grade II whichever is lower, or

(iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka (DABF) in which event the minimum period of service will be four years in Grade II or three years post-qualification experience in Grade II, whichever is lower.

(c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.

(e) On promotion to Grade III an employee will receive an increase of Rs.700/-.

(f) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

13. Promotions from Grade III to Grade IV

The following principles shall apply to the promotion of an employee from Grade III to Grade IV

(a) An employee who is eligible under following criteria (b) will be considered for promotion to **Grade 4** subject to an application being made by the employee.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade III, or

(ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Intermediate Examination of the Institute of Bankers, Sri Lanka Examination (IABF) in which event the minimum period of service will be five years in Grade III or four years post-qualification experience in Grade III, whichever is lower, or

(iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers. Sri Lanka (DABF), in which event the minimum period of service will be four years in Grade III or three years post-qualification experience in Grade III, whichever is lower.

(c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.

(e) On promotion to Grade IV an employee will receive an increase of Rs.800/-

(f) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

14. Re-designation of Business Support Associates, Telephone Operators/Receptionists to Bank Associates

i. A Business Support Associate shall be considered for re-designation as a Bank Associate provided such employee possesses the following eligibility requirements:

(a) Three years service and passing Part I of the Institute of Bankers of Sri Lanka Examination (IABF).

(b) On completion of the Final Examination of the Institute of Bankers (DABF).

(c) Five years service and the relevant qualifications for entry as a Bank Associate.

(d) Five years service without requisite qualifications for entry as a Bank Associate but subject to success at a written examination conducted by the Bank.

ii. Based on requests received from Telephone Operators/Receptionists for re-designation as Bank Associates, the Bank shall consider such requests provided the employee possesses the following eligibility requirements.

(a) Five years in the Bank and the successful completion of Part l of the Institute of Bankers' Examination (IABF).

iii. Employees who satisfy such eligibility requirements stated at 14(ii)(a) above will be required to successfully complete an examination that will be conducted by the Bank and the decision on re-designation shall be subject to a good record of overall performance and an interview by the Bank.

iv. Any employee re-designated as a Bank Associate in terms of the preceding clause will be eligible for promotion to grade 2 in accordance with the provisions of clauses (10) and (11) hereof and the period of service as required in the said clauses will relate to the period such employee has served in the re-designated capacity of Bank Associate.

15. Change of Designations

The following re-designations introduced with effect from 01st April 2015 will remain unchanged.

Category	Designation
Banking Assistant Grade 1	Bank Associate
Banking Assistant Grade 2	Bank Associate
Banking Assistant Grade 3	Senior Bank Associate
Banking Assistant Grade 4	Senior Bank Associate
Typist Grade 1	Business Support Associate
Typist Grade 2	Business Support Associate
Typist Grade 3	Senior Business Support Associate
Typist Grade 4	Senior Business Support Associate

The union will be engaged in deliberations in the event of any change of job duties.

16. Minor Staff Promotions

Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider minor staff for promotions subject to the following criteria:

(a) Peon to Bank Associate

i. The number of vacancies in the Bank Associate cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e., educational qualifications, age. and any other particular criteria required for such job as determined by the Bank.

ii. Any peon or labourer whose record of service, conduct and attendance has been satisfactory, with more than four years of service with the Bank who has necessarily completed the first part of the Chartered Institute of Bankers (London) or Intermediate Examination of the Institute of Bankers of Sri Lanka (IABF) will be eligible to apply and will be considered for such Bank Associate position. The selection process will include medical examinations, interviews, written tests etc, as determined by the Bank.

iii. Any peon whose record of service and conduct has been satisfactory, with more than five years' service with the Bank, shall be exempt from the minimum education qualifications stipulated in the Notice and may apply for such vacancy and will be considered in the manner specified at paragraph (ii) above.

iv. Any peon promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, the Bank may at their discretion revert such peon to his earlier position and salary.

v. The basic salary payable to any peon promoted in the manner specified above shall be given an increase of Rs.750/-. Provided further that such promotee shall not be placed at Grade unless he has completed a minimum period of four years on Grade I on the Bank Associate Grade.

vi. Any Peon or Labourer who conforms to the above requirements shall be promoted if there are vacancies.

vii. The decision of the Bank in respect of selection for promotion shall be final and conclusive.

(b) Labourer to Peon

i. The Number of vacancies in the Peon cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e . educational qualifications age, etc, and any other particular criteria required as determined by the Bank.

ii. Any labourer with more than four years service whose record of service conduct and attendance has been satisfactory will be eligible to be considered for the Post of peon in response to the above mentioned notice. The selection process will include medical examinations, interviews and written tests to assess among other things the knowledge of written/spoken language as appropriate in such manner as shall be determined by the Bank.

iii. Any labourer promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which if the performance of such labourer is found to be unsatisfactory, the Bank may at their discretion revert such peon to his earlier position and salary.

iv. The basic salary payable to any labourer promoted in the manner specified above shall be given an increase of Rs.700/- Provided further that such promotee shall not be placed at Grade II unless he has completed a minimum period of four years on Grade I on the Peon Grade.

v. Any labourer who conforms to the above requirements shall be promoted if there are vacancies.

vi. The decision of the Bank in respect of selection for promotion shall be final and conclusive.

(c) Where the Union is dissatisfied with regard to a non-promotion concerning minor staff, it is agreed that the Bank concerned would discuss the issue in the Monitoring Committee to be set up under this Collective Agreement.

(d) Promotions - Electricians

Following principles shall apply to the promotion of the Electricians.

(i) Promotions from Grade I to Grade II (Asst. Supervisor)

Employees who sit for and successfully complete the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical

Education & Training or an equivalent examination and who have completed four years of service with the Bank will be considered for placement on grade II of the Electricians service provided however that their past record of overall performance attendance and conduct as assessed by the bank justifies such consideration.

Alternatively, in the absence of such exam those who complete six years in Grade I will be placed on Grade II of the Electrician's service. On promotion an employee so promoted shall receive an increase of Rs.400/- when placed in Grade II.

(ii) Promotions from Grade II to Grade III (Supervisor)

(a) All promotions to Grade III will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade II, or

(ii) An employee who has successfully completed the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education & Training or an equivalent examination with five years post qualification experience in Grade II, or

(iii) An employee who has completed all stages of the examination leading to the Diploma in Technology of the Open University or equivalent with six years service in Grade II or three years post-qualification experience in Grade II.

(c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) On promotion to Grade III an employee shall receive an increase of Rs.500/-.

(e) The Union witl have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

(iii) Promotions from Grade Ill to Grade IV (Senior Supervisor)

(a) All promotions to Grade IV will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade III, or

(ii) An employee who has successfully completed the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education & Training or an equivalent examinations with six years service in Grade III or five years post-qualifying experience in Grade III.

(c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) On promotion to Grade IV an employee shall receive an increase of Rs.550/-

(e) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

(iv) Promotions to the Grade of Technical Assistant

(a) All promotions to the post of Technical Assistant will be after an application is made by an employee to the Bank. Promotions consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade IV, or

(ii) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination, whilst serving in Grade IV, or

(iii) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination with a minimum period of three years' service in Grade III.

(c) Promotion to Technical Assistant will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) On promotion to Technical Assistant an employee shall receive an increase of Rs.6oo/-

(e) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

(v) Promotions from Technical Assistant to Junior Technical Officer

(a) All promotions to the Junior Technical Officer will be after an application is made by an employee to the Bank. Promotions consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

(b) An employee eligible to make such application will be -

(i) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination with three years' service in the grade of Technical Assistant.

(ii) Promotion to the post of Junior Technical Officer will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(iii) On promotion to the Junior Technical Officer, an employee shall receive an increase of Rs. 1,200/-.

(c) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute

(vi) Promotions from the Junior Technical Officer to the Technical Officer

(a) Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider Junior Technical Officers for promotions to the grade of Technical Officer subject to the requirements applicable to the recruitment of Technical Officers to the Bank. The minimum service requirement will be three years as Junior Technical Officer with an excellent record of service.

(b) The salary scale applicable to this Grade will be the scale applicable to Junior Executive Grade I.

(c) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.

17. Provident Fund

(a) Rate of Contribution

The rates of contribution to the Provident Fund by the Bank shall be:

Bank's contribution	-	12% (twelve per cent) of salary
Employee's contribution	-	8% (eight per cent) of salary)

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof subject to the Rules of the Provident Fund.

(b) Interest on Provident Fund Contributions held by Bank

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs 100,000/- published by the N.S.B. or HNB which ever is higher prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) Deficiency in Bank's Contributions to Provident Fund to an Employee not entitled to a Pension

Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be. such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Banks up to 31st March 1992.

From 01.01.1971 to 31,12.1980	-	9% of consolidated salary
From 01,01.1981 onwards	-	12% of consolidated salary

Prior to 31.12.1970 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

18. Retirement

(a) The age of retirement shall be as per the age specified in "Minimum Retirement Age of workers Act No.28 of 2021". or any other age mutually agreed to between the Bank and its employees, and on reaching the age specified in "Minimum Retirement Age of workers Act No.28 of 2021". or any other age mutually agreed upon, an employee shall ipso facto retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement

(b) An employee may also be retired and be eligible for retirement benefits if he is not Less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

19. Terminal Benefits

(a) Pensions

An employee shall, upon reaching the retirement age of the Bank and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay), be entitled to a monthly pension computed on the following basis:

No. of completed years Service (max. 35 years) plus 5 Retirement age of the Bank (As specified in 'Minimum Retirement Age of workers Act N0.28 of 2021")	X	Monthly consolidated salary payable in the month of retirement

(b) Premature Retirement on Medical Grounds/disability

An employee entitled to a pension in terms of (a) above who is found to be unable to continue to perform his duties as a result of infirmity/disability, as certified by the Bank/s Doctor/Medical Specialist/Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay) is entitled to a pension computed on the same basis referred to at clause 19(a) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him. but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre-acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written Law.

(c) Lump Sum Gratuity in Lieu of Pension Rights

An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a Lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis:

No. of completed years Service (max.35 years) plus 5	X	1 month's consolidated salary in the month of retirement

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 19.

(d) Death Gratuity

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two months consolidated salary for each year of completed service subject to a minimum of nine months' consolidated salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any Laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

(e) Gratuity on Resignation/Termination Prior to Retirement

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses (a), (b). (c) and (d) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983). which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the consolidated salary referred to the Clause 5.

Completed years of actual service shalL include only actual continuous service worked excluding absence/ leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 19 thereof.

(f) Commuted Pension

i. An employee entitled to a pension and who has not opted for the lump sum gratuity in lieu of such pension may at the time of retirement opt for a commuted pension and in such event, a sum equal to 25% of the monthly pension into 120 will be paid by way of commuted pension.

ii. Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

20. Medical Scheme

(i) Reimbursement of Medical Expenses for Non-Hospitalisation Expenses

The Bank will reimburse an employee upto a maximum of **Rs.90,000/-** per annum with effect from 01 April 2024 in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried biological or legitimate children under the age of 21 years in respect of routine non-hospitalisation/ non-surqical and specialist treatment, and subject to the following:

(a) All medical claims shall be supported by valid and relevant prescriptions bills and receipts. The maximum validity period of Medical Bills and receipts will be four years from the date of issuance.

(b) Prescriptions or Doctor's bills should be from a Registered Medical Practitioner.

(c) The unutilised portion of the allocation for the year could be utilised in the future years without any restrictions subject to valid bills being submitted within a period of time as aforesaid.

No age restriction will be applied for unmarried incapacitated children of the employees.

(ii) The Bank will further reimburse a sum upto a maximum of **Rs.40,000/-** on a non- cumulative basis for Medical Reports in respect of Annual Health Checkup for the employees **over 35 years** of age. Further, spouse of an employee who are over **35 years** of age will be entitled for Annual Health Checkup within the same limit entitled to the employee subject to the following.

(a) The entitlement could be utilized within a calendar year.

(b) The medical tests specified in the **Annexure I** and any other medical tests prescribed by a Registered Medical Practitioner must be carried out concurrently to be entitled for reimbursement.

(c) The Claim Form accompanying the valid and relevant prescriptions, bills and receipts should be forwarded to the Talent Rewards & Benefits Division, Head Office for payment.

(iii) Special Non-Hospitalisation and Non-Surgical Expenditure

The Bank will reimburse an employee on a non-cumulative basis a combined allowance maximum upto **Rs.75,000/-** for undermentioned purposes on behalf of the employee and not on behalf of his family members:

(a) Spectacles
(b) Dentures & Nerve Filling
(c) Hearing Aids

Subject to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item referred in iii (a) & (c) more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist. Further, employees will be able to make claims on dentures and nerve filling for any number of occasions within the stipulated limit Provided further however, in the case of employees over the age of **45 years,** a claim for spectacles may be allowed once in two years.

(iv) Surgical and Hospitalisation Expenditure

Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried biological or legitimate children under 21 years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:

(a)	Hospital or Nursing Room Charges Daily Limit	-	Standard A/C Room charge per day
	Government Hospital Allowance	-	Rs.12,500/- per day
(b)	Emergency Treatment Travel expenses (maximum) ‘The rate is Rs. 100/- per kilometer	-	Rs.7.500/- Or Rs 10,000/- subject to Submission of valid receipt
(c)	Overall limit for any one year	-	Rs.425.000/-

No age restriction will be applied for unmarried incapacitated children of the employees.

Hospitalization charges on normal birth will be permitted from the Bank’s Surgical & Hospitalization Expenses Scheme.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

(v) Maternity Grant

(a) An employee will be entitled to a grant of Rs. 30,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.

(b) In the case of reimbursement under Surgical and Hospitalisation Expenses, for maternity, an employee shall not be entitled to the grant in terms of (a) above.

21. Bonus

Without prejudice to the claim of the Bank that bonus payments are ex-gratia, the Bank will each year pay to every employee covered by this Agreement a fixed bonus of 2 months consolidated salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one year at the rate of one-twelfth of such entitlement in respect of each complete month of service. The salary for this purpose shall include consolidated salary drawn by such employee for the month of December.

Further, variable bonus of 1/2 month consolidated salary will be paid to employees on the same terms and conditions applicable to the fixed bonus payment only if the Bank achieves an increase in Net Profit After Tax (NPAT) of the corresponding financial year by minimum of 15% as against previous year.

22. Probation

Every employee recruited by the Bank will serve a period of six months’ (180 days) probation subject to the right of the Bank to extend the period of probation by a further period of six months (180 days).

23. Release of Parent / Branch Union Office Bearers

Office bearers of the Parent Union or the Branch Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

(a) The total number of Office Bearers so released in terms of this Agreement or any other Agreement shall not exceed one.

(b) No employee shall be released for more than two years on a single occasion during a period of six years.

(c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights relating to terminal benefits.

24. Concessions to Branch Union Office Bearers and General Councilors

(a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department. Labour Tribunal. Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to the Bank.

(b) It is aqreed that Central Committee Members (General Council) of the Union will be permitted to Leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation Central Committee Members, they would be permitted leave for the whole day for 12 Central Committee Meetings in a year.

(c) It is agreed that a day’s paid leave shall be granted on two occasions per year to Central Committee Members to attend Parent Union Central Committee Meetings.

(d) It is aqreed that Executive Committee members will be released as appropriate for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.

(e) The Bank agrees to release once every 02 years for the Delegates Conference off the Union all such delegates in the employment of the Bank up to a maximum of 01 day provided however, that the number to be released shall be discussed and agree between the branch union and the management and such release will not result in a disruption to the operations of the Bank.

25. Special Leave to visit Outstation Branches

The Bank shall permit branch union office bearers or the central committee of the branch union employed by the Bank paid leave to visit outstation branches calcuated on the basis of a day’s leave available for each such branch, *i.e.* if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstaetion Branch is one situated more than 30 miles from Colombo. The release of Central Committee Members or branch union office bearers shall not exceed six employees at any given time in terms hereof and/or under any other Agreement between parties.

26. Overtime

(a) If required by his employer an employee shall work reasonable overtime which has been authorised by the employer, subject to the provisions of any law for the time being in force,

(b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act

27. Annual, Medical and Casual Leave

(a) Annual Leave

(i) Entitlement

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows:

(a) The full annual holiday of 21 days if his employment commenced on or after 1st January but before 1st April.

(b) A holiday of 15 days if his employment commenced on or after 1st April but before 1st July.

(c) A holiday of 11 days if his employment commenced on or after 1st July but before 1st October, and

(d) A holiday of 6 days if his employment commenced on or after 1st October.

(iii) Availment

The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.

(iv) Accumulation

Annual leave may be accumulated by an employee exclusively for the following purposes:

(a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.

(b) For the purpose of attending on a family member who is seriously ill

(c) For travel abroad for which purpose one month's prior notice shall be given.

(d) For marriage of the employee

(e) Prolonged illness of the employee.

(f) On account of the death of a family member provided that the employee has exhausted his current year's leave.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the Management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of ninety (90) days.

(b) Medical Leave

(i) Entitlement

An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) Availment

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

(a) where such period of absence exceeds two consecutive days including weekly or other holidays, or

(b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.

(iii) Accumulation

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions:

(a) in no case shall the entitlement to medical leave on full pay. by reason of such accumulation, exceed **one hundred & twenty (120)** days, and

(b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalisation or simitar circumstances, supported by a Certificate from a Registered Medical Practitioner.

(c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisation an employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.

(iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances:

(a) Where the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of an employee, or

(b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of the employee.

(c) Casual Leave

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

28. Suspension

(i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.

(ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his consolidated salary during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable,

(iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

29. Disciplinary Procedure

Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, Letters of advice, caution or warnings for minor offenses, the following procedure shall apply:

(a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.

(b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.

(c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.

(d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub-clause (k)(iii) hereof, hold an inquiry into the charges against such employee.

(e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank' control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.

(f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defense for unacceptable conduct) or a Central Committee Member of the Union employed in the Bank to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account, The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The Inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw therefrom and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, not the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.

(g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the Union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature

(h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well

(i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.

(j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.

(k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances.

(i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.

(ii) where the employee makes a written admission of the charges against him.

(iii) where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an inquiry in which event the fact that the inquiry did not commence within twenty-one (21) working days after receipt of the employee's explanation shall not be material or relevant.

(l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union. unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.

(m) Where an employee is under suspension and the Bank makes order that

(i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.

(ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.

(n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.

(o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

30. Technology

(i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.

(ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank, *i.e.*, published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.

(iii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to sub-clause (ii) above.

(iv) Notwithstanding the provisions of (iii) above, the Union wilt not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka,

(v) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of

Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned to implement such changes.

31. Trade Union Action

(a) Matters Related and Covered in the Agreement

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) Matters Not Related and Not Covered in this Agreement

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until

(i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union).

(ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/or the Employers' Federation of Ceylon.

(iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner General of Labour.

(iv) A dispute arising out of failed negotiations for a fresh Collective Agreement after 31st day of March 2027, cannot be construed interpreted and/or implied by the Employer as a dispute related and covered by this Agreement.

32. Union Check-off Facilities

During the continuance in force of this Agreement and provided the Union has not less than forty (40) percent membership among the employees covered by this Agreement the Bank shall continue to grant check-off. provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

33. Implementation and Interpretation of this Agreement

(i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.

(ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

34. Consequences of Termination of Agreement

On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/or its members shall ipso facto cease.

35. Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Bank	Hatton National Bank PLC
Employee	An employee covered and bound by this Agreement.
Employer	Hatton National Bank PLC
Parent Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Hatton National Bank PLC
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and the Branch Union of the Ceylon Bank Employees' Union at Hatton National Bank PLC
Salary	Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine
Words importing the singular number shall include the plural and vice versa.

The First Schedule

1 Bank Associates
2. Business Support Associates
3. Telephone Operators
4. Peons
5. Lift Operators
6. Drivers
7. Labourers
8 Electricians
9. Technical Assistants
10. Junior Technical Officer
11. Court Clerks

The Second Schedule

(1) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 20 (iv) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

(2) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.

(3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.

(4) The Bank will be entitled to take out Insurance Policies covering reimbursements under this Scheme and the employee shall be required to make declarations (including completion and signing of insurance Proposal forms) and submit documentation required by Bank/Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.

(5) Employees shall uphold the principle of *uberrima fide* when making declarations and submitting claims under this Scheme and any deviation would disqualify the employee from receiving any benefit under this Scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set-out in this Agreement.

(6) (a) The Bank will circulate by internal circular published from time to time a list of Hospitals / nursing homes, expenses incurred at which, will be eligible for reimbursement under the Scheme. Additions and/or deletions to this list will also be made by internal circular.

(b) If for reasons of geographical location any employee believes he may not be in a "position to use any of the Institutions given in the list, he may apply to he Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and. where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.

(7) Exclusions

The Scheme shall not cover benefits/expenses:

(a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.

(b) Occasioned by or happening through

(i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War. Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence. Police, Security Force, Home Guard *etc*.

(ii) Attempted suicide, Alcoholism, Venereal Disease, Insanity and Illnesses resulting from Acquired Immune Deficiency Syndrome,

(iv) Earthquake, Volcanic Eruption or Tidal Wave.

(c) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.

(d) In respect of Eye Tests or Dental Treatment.

(e) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.

(8) The benefits under this Scheme shall not be cumulative and the words "any one Year" in Clause 20(iv) of the Agreement shall be deemed to be the period 1st January to 31st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.

(9) In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in Clause 20(iv) of the Agreement.

(10) Bank shall review the permission of Hospitalization Charges on Normal Delivery and relaxation of children age limit to 25 years and recurrent illness clauses prevailed in 2009 Collective Agreement, in the event scheme is undertaken by the insurance provider.

The Third Schedule

The parties agree to the following conditions in relation to the introduction of new Computed Based Banking Technology by the Bank covered and bound by this Agreement.

(1) Wherever practical, the Bank will endeavour to ensue that jobs are designed to include a mix of VDU/non VDU tasks which seek to provide variation in visual and mental demands upon the operator.

(2) The workload of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operation.

(3) The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.

(4) a) In selecting VDUs the Bank will attempt to obtain equipment which will ensure the following:

i. Screens that give clear stable images

ii. Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.

iii. Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.

(b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.

The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.

The Bank will endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.

Employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU. will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.

Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary will be borne by the Bank on the following basis.

i. The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.

ii. The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the Scheme, the Bank wilt bear such additional cost as well.

(5) Accepting the fact that continuous work at a terminal by a data entry operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.

(6) The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.

(7) The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options.

(a) The aforementioned excess employees may be transferred to other sections/departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment which the Bank would under normal circumstances be entitled to effect.

(b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employer considered it necessary.

(c) The Banks will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this Schedule.

(8) For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.

Classification | Confidential-External

Annexure 1

HEALTH CHECKUP FOR STAFF MEMBERS OVER 35 YEARS

CLAIM FORM

HNB

EPF Number		**Branch/Dept.**		**Category**	
Title (Mr/Ms)		**Name with Initials**		**Age**	
Amount (Rs.)		**Please note that at least 20 of the following medical tests and any other tests prescribed by the doctor should be done simultaneously to claim the reimbursement**			

(Please mark "X")

Haemogram	
1. FBC	
2. Hemoglobin	
3. PCV	
4. RBC	
5. MCHC MCV MCH	
6. Total WBC	
7. ESR	
8. Peripheral Smear	
Biochemical Parameters	
9. Fasting & PP Blood Sugar	
10. Creatinine	
11. Uric Acid	
12. Urine Full Report	
13. Stool Full Report	
Lipid Profile	
14. Total Cholesterol	
15. HDL Cholesterol	
16. LDL Cholesterol	
17. Triglycerides	
18. Total Cholesterol/HDL Ratio	
Liver Profile	
19. Total Protein	
20. Albumin	
21. Globulin	
22. SGPT	
23. Alkaline Phosphatase	
24. GGTP	
25. SGOT	
26. Serum Bilirubin	

General Tests			
27. VDRL		37. Renal Profile	
28. Blood Grouping & Rh typing		38. Lung Function	
29. Complete Urine Analysis		39. CEA	
30. Stools Test		40. CA125	
31. CST or Pap Smear for women/P.S.A. for men		41. TMT (Treadmill Test)	
32. E.C.G.		42. Checking of Vision	
33. Chest X-Ray		43. TSH	
34. Ultra sonogram of the Abdomen		44. 2D Echo Cardiogram	
35. Cardiac Stress Analysis (CSA/TMT)		45. Mammogram/ Breast Scan	
36. Pulmonary Function Test (PFT)		46. BMI	

I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me.

Signature: **Date:**

In witness hereof the said parties have set their hands hereunto on this **20th day of June 2024** at Colombo

For and on behalf of
Hatton National Bank PLC

Name : K Indravasan
Designation : Chief Human Resource Officer

For and on behalf of
Ceylon Bank Employees' Union

Name : Channa Dissanayake
Designation : President

Adhil Khasim
Deputy Director General
Employers' Federation of Ceylon

Ranjan Senanayake
General Secretary
Ceylon Bank Employees' Union

Witness

Rajeev Perera
Head of HC Operations
Hatton National Bank PLC

M R F Perera
President
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch

Roshantha Jayathunga
Head of HC Strategy and Talent Development
Hatton National Bank PLC

H D Hettiarachchi
Secretary
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch

Salitha Ayoj
Senior Manager – HC Operations / TR & B
Hatton National Bank PLC

M M R Dias
Senior Assistant Secretary
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch

Nilhan Kuruppu
Manager – Talent Alignment & Compliance
Hatton National Bank PLC

M D N Gunathilake
Central Committee Member
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch

HATTON NATIONAL BANK PLC
COLOMBO-10

EOG 06 - 0098

My No.: සාගි/වතු/03/2025.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between The Employers' Federation of Ceylon - No. 385 J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Estate Staffs' Union - No. 06, Aloe Avenue, Colombo 03 of the other part on 06th November 2025 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 05,
05th May, 2026.

Collective Agreement No. 19 of 2025

COLLECTIVE AGREEMENT - TECHNICAL STAFF

This Collective Agreement made and entered into on 06th day of November, Two Thousand and Twenty Five between the Employers' Federation of Ceylon of 385 J3, Old Kotte Road, Rajagiriya, of the First Part, (hereinafter called and referred to as the party of the First Part, which term shall mean and include the member Companies whose names are mentioned in annexed Schedule 1) and the Ceylon Estate Staffs' Union, a Trade Union duly registered under the Trade Unions Ordinance and having its registered Office at No. 6, Aloe Avenue, Colombo 3, of the Second Part, (hereinafter called and referred to as the party of the Second Part).

WITNESSETH and it is hereby agreed between the parties as follows:-

1. TITLE

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

2. EMPLOYERS COVERED AND BOUND

This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be according to context, for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. UNIONS AND EMPLOYEES COVERED AND BOUND

This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are in employment in the member companies of the Federation referred to in Schedule I on monthly contracts of employment and in respect of categories of employees given in Schedule II, hereon.

4. EARLIER AGREEMENTS

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the 'disputes committee' and thereafter to the Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee', but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. DATE OF OPERATION AND DURATION

Subject to any provisions to the contrary, this Agreement shall be effective from 01st October 2025 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September 2028

6. GENERAL TERMS AND CONDITIONS

i. The revised terms and conditions relating to this Agreement shall only come into force on the 01st October 2025 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' of service under the same employer, Factory Officers should be re-designated as 'Special Grade Factory Officers' with a minimum of one (1) increment.

iv Upon completion of 10 years of satisfactory service under the same employer, Junior Assistant Factory Officer shall be re-designated as Assistant Factory Officer 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/she 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 2 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 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, 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 other than in overlooking positions, continues for 01 year including an extended period of 06 months, the employer shall prior to the expiry of 01 yearinform the employee in writing whether he is confirmed in the post or revert to his substantive post. Further, 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. If an emolovee obtains a work-related course certificate from National Institute of Plantation Management (other than the courses intitated by the company) as approved by the management, such employee shall be granted special increments with reimbursement of course fee and to be considered for a hgher position.

vi. Overlooking periods shall not exceed 6 months and during that period the employer shall pay the employee 10% of the employees, basic salary as an overlooking allowance. This functional allowane 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 shall be revised as follows:

    i. With effect from 01st October 2025, the salaries of covered employees who are in employment shall be increased by 20% based on the salary drawn in September 2025.

    ii. With effect from 01st October 2026, the salaries of covered employees who are in " employmet shall be increased by 10% based on the salary drawn in September 2026,

    iii. Subject to the provisions set out in clause 6 (i) above, the Regional Plantations Companies covered and bound shall pay the revised salaries with effect from the month of October 2025.

    iv. in the case of Technical staff who are entitled to an allowance on account of work as a Technical staff/Storekeeper, as the case may be, such employee shan continue to receive his/her allowances at the rate of 15% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

    v. The starting salary applicable for each category has been revised taking into consideration the relevant conditions and will be as per Schedule II of this Agreement. The said revision will not create a precedent in the future.

    vi. 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.

2 i. With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive a 10% increment of the following allowance, depending on the grade to which they belong, and the revised allowance will be as follows:

Junior Asst. Factory Officer	Rs. 1,500/- + 10% = Rs. 1,650/-
Asst. Factory Officer	Rs. 1,600/- + 10% = Rs. 1,760/-
Senior Asst. Factory Officer	Rs. 1,900/- + 10% = Rs. 2,090/-
Factory Officer	Rs. 2,050/- + 10% = Rs. 2,255/-
Factory Officer Special Gr.	Rs. 2,100/- + 10% = Rs. 2,310/-

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 an year’s service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six (06) 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 to all employees in employment as on October 2025.

Junior Asst. Factory Officer	Rs. 875/-
Asst. Factory Officer	Rs. 1,025/-
Senior Asst. Factory Officer	Rs. 1,225/-
Factory Officer	Rs. 1,775/-
Factory Officer Special Gr.	Rs. 2,225/-

13. WEEKLY AND POYA HOLIDAYS

The working week shall be six 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 two hundred and forty (240) and multiplied by one-and-half (1½) times.

14. WEEKLY AND POYA HOLIDAYS

i. The working week shall be six days totalling 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.

ii. 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 relevant stautory rate.

15. HOLIDAYS

i. All employees covered by this Agreement will be entitled to the following Eight (6) holidays:

Tamil Thai Pongal Day
National Day
Day Prior to Sinhala and Tamil New Year
Sinhala and Tamil New Year Day
May Day
Christmas Day

ii. Payment for work on such holidays shall be remunerated guided by the decisions of the relevant wages boards.

iii. Two (2) days leave on full pay shall be allowed in each year to each employee on account of the religious persuasions of such employee. Such leave may not be taken in continuation with casual leave.

16. LEAVE

1. **Annual Leav**e - Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit: this right shall not extend to any employee recruited after 1st September 1993. Annual leave not utilized in any one year shall not be carried over to the next year

2. **Casual Leave -** All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not utilized in any one year will not be carried over to the next year.

3. (i) **Sick Leav**e - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.

   (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.

   (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.

4. **Maternity Leave -** Maternity Leave will be granted according to the provisions of the Maternity Benefits Ordinance

17. ADMINISTRATIVE TRANSFERS

i. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.

ii. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three (3) calendar months' notice in writing on or before 30th September.

iii. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.

iv. The transfers of employees whose children are to be admitted to Grade 1 in School also will be considered on a case-by-case basis.

v. No employee shall be transferred from one plantation company to another managed by the same management company without the consent of the employee.

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

vii. The provisions of sub-clauses (1), (2) (3) and (4) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

18. AGE OF RETIREMENT

The age of retirement will be as per the provisions of the Minimum Retirement Age of Workers Act No. 28 of 2021.

Provided that, an employer may pre-maturely retire an employee on the grounds as provided for in the Act, referred above.

19. GRATUITY

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

20. DISCIPLINARY INQUIRIES

i. An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay, he shall be notified in a general manner of the reasons for such suspension within three (03) days of the actual suspension.

ii. An employee may also be suspended with pay, pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

iii. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.

iv. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the ‘show cause’ letter is received, unless circumstances prevent the employer from doing so.

v. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the Inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.

vi. The Employer shall 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 the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

21. SUSPENSION PENDING DISCIPLINARY INQUIRIES

i. An employee may be suspended from work without pay for a period not exceeding one month, pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.

ii. Suspension of an employee on the ground referred to in sub-clause (i) above for any period in excess of one month shall be on half pay

iii. The provisions contained in sub-clauses (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.

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 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 shall be fixed for all employees.

iii. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.

iv. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

24. DISPUTES RESOLUTION COMMITTEE

It is agreed by parties that a disputes resolution committee' shall meet once in three months to resolve any dispute that may arise as set out in clause 4 above as well as in relation to any violation of the provisions of this agreement, if required. However, in case of an urgent necessity a meeting will be held with two weeks' notice. Decisions arrived at the Disputes Resolution Committee shall be implemented within a period agreed between the parties.

24. 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 Federation 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 and Deputy 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 selected from amongst all staff categories per labour related institute on not more than two occasion in a year for a period not exceeding four (4) days. The Union shall inform the Employers in writing the requirement of duty leave required in terms of this clause.

Part II

1. The Regional Plantations Companies covered and bound by this Agreement more fully described in Schedule I to this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub-leasing of estates/divisions/factories prior to such situations. However, the regional plantation company will continue to be the Employer of such employee

2. Electricity

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

Elevation below 4,500 feet (Factory Elevation)

Senior staff	-	140 units
Junior staff	-	100 units

Elevation above 4,500 feet (Factory Elevation)

Senior staff	-	170 units
Junior staff	-	130 units

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

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

3. **Tea Allowance**

The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior staff	-	2Kgs
Junior staff	-	1 1/2 Kgs.

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.
Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. **Death Grant**

i. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rupees Two Hundred And Fifty Thousand (Rs.250,000/-) as funeral expenses.

ii. The dependents of the deceased staff member will be paid 50% of the sum equivalent to 03 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.

ii. 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**

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.

6. 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.

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 hands at Colombo on this 06th day of November, Two Thousand and Twenty Five.

....
Shanaka Samaradiwakara
Chairman
Plantation Services Employers' Group

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

....
Vajira Ellepola
Director General
The Employers' Federation of Ceylon

Witnesses

1.
....
Dimuthu Wekunagoda
Vice – Chairman
Plantation Services Employers' Group

1.
....
Chathura Samarasinghe
General Secretary
Ceylon Estate Staffs' Union

2.
....
Manoj Udugampola
Director
Agalawatta Plantations Plc

2.
....
M Sudagar
Treasurer
Ceylon Estate Staffs' Union

3.
....
Prasad De Silva
Head of Plantation Services Division
The Employers' Federation of Ceylon

3.
....
M.K.G.Rohana Wijerathna
Deputy President
Ceylon Estate Staffs' Union

SCHEDULE - I

#	Company Name	Name of Representative	Designation	Signature
1	Agalawatte Plantations Plc	Manoj Udugampola	Director	
2	Agarapatana Plantations Plc	S.S. Poholiyadde	M.D	
3	Balangoda Plantations Plc	DIMUTHU WEKUNAGODA.	CEO.	
4	Bogawantalawa Plantations Plc	Laleth Manawasinghe	Executive Director	
5	Elpitiya Plantations Plc	Geeth Kumara A.G.	Director / CEO	
6	Elkaduwa Plantation Plc	Niroshan Karunatilake	Chairman / MD	
7	Hapugastenne Plantations Plc	A.S. Perera.	Ex. Director	
8	Horana Plantations Plc	Ajith Nissanka	GM Finance	
9	Hatton Plantations Plc	Maj Gen K TADS Kolambathanthri (Retd)	Group Head of HR	
10	Kelani Valley Plantations Plc	Senaka Alawattegama	Director / CEO	
11	Kahawatte Plantations Plc	Binesh Pananwala	Director / CEO	
12	Kotagala Plantations Plc	S.S. Poholiyadde	M.D	
13	Madulsima Plantations Plc	DIMUTHU WEKUNAGODA.	CEO - BPL.	
14	Malwatte Valley Plantations Plc	SHANAKA SAMARADIWAKARA	Director / CEO	
15	Maturata Plantations Plc	A.S. Perera.	Ex. Director	
16	Pussellawa Plantations Plc	A.S. Perera.	Ex Director	
17	Talawakelle Tea Estates Plc	N.P. Abeysinghe	Director / CEO	
18	Udapussellawa Plantations Plc	A.S. Perera.	Ex. Director	
19	Watawala Plantations Plc	Bandula N.A. Pelpola	Consultant.	
~~20~~	~~Lalan Rubbers (Pvt) Ltd~~			

SCHEDULE-II

CATEGORIES OF EMPLOYEES

	STARTING SALARY (w.e.f. 01.10.2025)	STARTING SALARY (w.e.f.01.10.2026)
Jnr. Asst. Factory Officer	Rs. 35,565/-	Rs. 38,965/-
Asst. Factory Officer	Rs. 35,730/-	Rs. 39,130/-
Snr. Asst. Factory Officer	Rs. 36,350/-	Rs. 39,750/-
Factory Officer	Rs. 37,920/-	Rs. 41,320/-
Special Grade Factory Officer	Rs. 44,480/-	Rs. 47,880/-

EOG 06 - 0099

My No.: සාගි/වතු/01/2026.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between **Sri Lanka State Plantations Corporation - No. 257, Sri Dhamma Mawatha,** Colombo 10 of the one part and **Ceylon Estate Staffs' Union - No. 06, Aloe Avenue, Colombo 03** of the other part on **07th January 2026** is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 05,
05th May, 2026.

Collective Agreement No. 19 of 2026

COLLECTIVE AGREEMENT - MAINTENANCE & SUPPORT STAFF

This Collective Agreement made and entered into between the Sri Lanka State Plantations Corporation No. 257, Sri Dhamma Mawatha, Colombo 10 of the First Part, and the Ceylon Estate Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, on this this 07th day of January Two Thousand and Twenty-six witnessed as follows:-

1. TITLE

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

2. EMPLOYERS COVERED AND BOUND

This Agreement shall bind the management of the Sri Lanka State Plantations Corporation, whose name is mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3, hereof.

3. UNION AND EMPLOYEES COVERED AND BOUND

This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Sri Lanka State Plantations Corporation on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule 1, hereon.

4. EARLIER AGREEMENTS

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. DATE OF OPERATION AND DURATION

Subject to any provisions to the contrary, this Agreement shall be effective from 01st October 2025 and shall thereafter continue in force unless terminated by either party by giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give such notice to the other before 30th September 2028.

6. GENERAL TERMS AND CONDITIONS

i. The revised terms and conditions relating to this Agreement shall only come into force on the 01st October 2025 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.

ii. Grading of employees covered shall be at the discretion of the employer.

iii. All employees covered by this Agreement on completion of 10 years of service under the same employer shall be granted an additional Rs 250/- annual increment.

iv. Any employee enjoying better terms and conditions than what is stipulated in this Agreeme shall continue to enjoy same.

7. FIRST APPOINTMENT

i. No person will be recruited to a grade covered by this Agreement unless he/she has required knowledge and experience in the trade.

ii. All designations of new recruits should be as specified in Schedule I hereof.

8. PROBATION

On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of six months, the employee shall be deemed to be confirmed, notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer shall have the right to terminate his/her services without notice or assigning reasons thereof.

9. ATTENDANCE AT WORK

Unless otherwise specifically instructed by the Employer an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. PROMOTIONS

Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible. When suitable replacement is not found among internal applicants the Management shall fill such vacancy with suitable outside applicant having relevant skills and experience required for the post and shall place him/her on a salary that he/she has been drawing at his/her last place of employment and with increments granted subject to maximum of five added to his/her starting salary”

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

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

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

11. SALARIES

(1) The salaries payable to the employees covered and bound by this Agreement shall be revised as follows:

i. With effect from 01st October 2025, the salaries of all employees who are in employment shall be increased by 20% based on the salary drawn in September 2025.

ii. With effect from 01st October 2026, the salaries of all employees who are in employment, shall be increased by 10% based on the last drawn salary.

iii. Subject to the provisions set out in clause 6 (i) above, the Sri Lanka State Plantations Corporation covered and bound shall pay the revised salaries from the month of October 2025.

iv. Employees who reach the maximum salary point depicted in the scale will continue to receive annual increments if they continue to remain within the same category.

v. In the case of Storekeepers/Maintenance Support staff who are entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his/her allowances at the rate of 15% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.

vi. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule 1 of this Agreement.

(2) i. With effect from the date hereof, employees who are entitled to a payment in lieu of Staff quarters being provided to them, shall receive 20% increase on the following Rent Allowance which will be rounded off to the nearest fifty rupees.

Rs. 1500/- + 20% = Rs. 1800/-

ii. In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. ANNUAL INCREMENTS

i. Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

ii. An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

iii. Revised annual increments shall be paid as stated below to all employees in employment as on 01st October 2025.

Lorry/Tractor Driver/Electrician/Mechanic/ Motor Mechanic/Blacksmith/Carpenter/ Engine Driver/Welder/Backhoe Operator/Electrical Foreman	Rs. 925/00
On completion of 10 years of service, the above category of staff will be placed on Grade 1 and paid an Increased amount of annual increment as specified here	Rs.1025/00

13. HOURS OF WORK AND OVERTIME

i. The decisions of the relevant Wages Board shall apply.

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

14. WEEKLY AND POYA HOLIDAYS

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

15. HOLIDAYS

i. All employees covered by this Agreement will be entitled to the following holidays:

Tamil Thai Pongal Day
National Day
Day Prior to Sinhala and Tamil New Year
Sinhala and Tamil New Year Day
May Day
Day Following Vesak Full Moon Poya Day
Holy Prophet’s Birthday (Milad-Un-Nabi)
Christmas Day

ii. Payment for work on such holidays shall be remunerated according to the decisions of the relevant wages boards.

16. LEAVE

1. **Annual Leav**e - Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board decisions applicable to them. Annual leave not utilized in any one year shall not be carried over to the next year.

2. **Casual Leave -** All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not utilized in any one year will not be carried over to the next year.

3. (i) **Sick Leav**e - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a Medical Certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a Medical Certificate as aforementioned, where he deems it appropriate.

(ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition, however, that he cannot avail himself of more than 90 days on that account.

(iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.

17. ADMINISTRATIVE TRANSFERS

i. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice, in writing.

ii. Transfers from one estate to another or from one Division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three (3) calendar months' notice, in writing, on or before 30th September.

iii. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.

iv. The transfers of Employees whose children are to be admitted to Grade 1 in School also will be considered.

v. No employee shall be transferred from one company to another managed by the same management company, without the consent of the employee.

vi. Transfers from one plantation district to another, which are likely to cause hardship on account of children schooling, or spouse employment will be considered.

vii. Employees whose children are sitting for year 5 scholarship exam will also be considered

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

ix. The provisions of sub-clauses (i), (ii), (iii), (iv), (vi), and (vii) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

18. AGE OF RETIREMENT

Unless the Letter of Appointment specifies a higher retiral age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement.

19. GRATUITY

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

20. DISCIPLINARY INQUIRIES

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

ii. An employee may also be suspended with pay, pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

iii. An employee is entitled to be furnished with a 'show-cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary, the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.

iv. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate, he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show-cause' letter is received, unless circumstances prevent the Employer from doing so..

v. An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation, he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.

vi. The Employer shall 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 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 *primafacie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.

ii. Suspension of an employee on the ground referred to in sub-clause (i) above for any period in excess of one month shall be on half pay.

iii. The provisions contained in sub-clauses (i) and (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit verifications.

22. SUSPENSION AS A MEASURE OF PUNISHMENT

i. Punishment for offences in the case of an employee may include suspension, provided, however, that such suspension shall not exceed fourteen (14) days without pay and shall be in writing.

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

23. VARIATIONS OF TERMS AND CONDITIONS OF EMPLOYMENT AND DISPUTES

i. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.

ii. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.

iii. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner-General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.

iv. It is agreed by and between parties that the Unions, collectively or independently, or their members shall not resort to any form of Trade union action on any matter covered by this Agreement or is connected therewith.

24. DUTY LEAVE

i. Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.

ii. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (i) above, the both parties will attempt to effect an amicable settlement between parties.

iii. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.

iv. By arrangement with their respective Employers, two Vice Presidents of the Union shall be allowed twelve days duty leave each in any one year.

v. By arrangement with their respective Employers, Branch Chairman and Deputy Chairman Member of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.

vi. Duty leave shall be granted to one employee selected from amongst all staff categories per estate selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasion in a year for a period not exceeding four (4) days. The Union shall inform the Employers in writing the requirement of duty leave required in terms of this clause.

Part II

1. The Sri Lanka Plantations Coporation covered and bound by this Agreement undertake 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, the Sri Lanka state plantations Corporation will continue to be the Employer of such employees.

2. Electricity

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

Elevation below 4,500 feet (Factory Elevation) - 100 units

Elevation above 4,500 feet (Factory Elevation) - 130 units

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

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

3. Tea Allowance

The Employer shall provide 1½ kgs of tea free of charge to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

The staff members could purchase, in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP, whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992, would be entitled to purchase a maximum of 3 kg. at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June 2003.

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 Rupees Three Hundred Thousand (Rs.300,000/=) as funeral expenses.

ii. The Dependents of the deceased staff member will be paid 50% of the sum equivalent to three months' salary within one month upon the death of the employee and the balance at the time the Dependents hand over the staff quarters.

iii. If quarters are not provided to the deceased staff member, the Dependents will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

5. 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 Corporation's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

6. Union Subscription

i. The Employer agrees, on the written request of an employee, to deduct from the wages due to such employee, the current monthly union subscription as specified by the employee, to be payable monthly by the employee to the union and remit the amount so deducted to the union by the following month until such time the employee maintains his request.

ii. In the event of the union being representative of less than 40% of the employees, no remittance in respect of check-off would be made thereafter.

7. Festival Advance

The festival advance presently stands Rs. 30000/00. Any revision will be on mutual agreements through negotiations

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/Corporation	-	means a Sri Lanka State Plantations Corproation
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.

SCHEDULE-I

CATEGORIES OF EMPLOYEES - MAINTENANCE & SUPPORT STAFF

DESIGNATION	**SALARY** (w.e.f. 01.10.2025) (With 20% Increase)	**SALARY WITH** (w.e.f. 01.10.2026) (With 10% Increase)	**ANNUAL IRCREMENT**
Lorry/Tractor Driver Electrician/ Machanic/ Moter Mechanic/ Blacksmith/ Carpenter/ Engine Driver/ Welder/ Backhoe Operator Electrical Foreman	Rs. 37,000.00	Rs. 37,700.00	Rs. 925.00
All Employees on Completion of 10 Years' Service Placed on Grade I			Rs. 1,025.00

In witness hereof the parties aforesaid have hereunto set their hands at Colombo on this 07th day of January Two Thousand and Twenty Six.

....
Dr. R.R. M.S.K. Ranatunga
Chairman
Sri Lanka State Plantations Corporation

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

Witnesses

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

1......................................
Chathura Samarasinghe
General Secretary
Ceylon Estate Staffs' Union

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

2......................................
M.K.G.Rohana Wijeratne
Deputy President
Ceylon Estate Staffs' Union

3......................................
J.M. Amman
Deputy General Manager - Admin
Sri Lanka State Plantations Corporation

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

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