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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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PART I : SECTION (I) — GENERAL
Government Notifications

My No. සා.ල/රා.ව/03/2017. **COLLECTIVE AGREEMENT No. 35 OF 2017**

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chilaw Plantation Limited, No. 165, Puttalam Road, Chilaw of the one part and the Ceylon Estate Staffs Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 14th August 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat, Colombo 05,
11th June, 2018.

Plantation Staffs' Collective Agreements with Chilaw Plantations Limited

01.08.2017 to 31.07.2020

The Ceylon Estates Staffs' Union,
No. 06, Aloe Avenue,
Colombo 03.

COLLECTIVE AGREEMENT - CLERICAL STAFF

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the first part and the Ceylon Estate Staffs' Union of No. 06, Aloe Avenue, Colombo 3 of the Second Part, made and entered into on the fourteenth day of August Two Thousand Seventeen witnesseth as follows :



1. Title

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

2. Employers covered and bound

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for an 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 Chilaw Plantations Limited on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I hereon.

4. Earlier Agreements

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

5. Date of operation and duration

Subject to any provisions to the contrary, this Agreement shall be effective from 1st August 2017 to 31st July 2020 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2020.

6. General terms and conditions

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2017 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 satisfactory service under the same employer, Junior Clerks shall be re-designated as Clerks.

7. Probation

On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactorily performance, misconduct or other justifiable cause Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the employer shall have the right to terminate without notice or assigning reasons therefore.

8. First Appointment

No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G. C. E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

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 over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.

iii. Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position, subject to a maximum of Rupees Two Thousand (Rs. 2,000/-) per mensem

iv. Overlooking period shall not exceeded 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2017 shall be as follows:

i. With effect from 1st August 2017, the salaries of all employees in employment as at the date hereof shall be increased by Rs. 9,000/-

ii. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule I of this agreement.

iii. In the case of Stenographer/Clerks and Storekeeper/Clerks who are presently entitled to an allowance on account of work as a Stenographer or Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contribution to EPF and ETF shall be made in respect of this allowance.

iv. Subject to the provisions set out in clause 6(1) above, the Chilaw Plantations Limited covered and bound to pay the revised salaries in the month of August 2017.

2. (a) 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 allowances, depending on the grade to which they belong, and the revised allowance will be as follows.

Junior Clerk	- Rs. 1,120/-+10% = Rs. 1,232.00
Clerk	- Rs. 1,190/-+10% = Rs. 1,309.00
Senior Clerk	- Rs. 1,390/-+10% = Rs. 1,529.00
Chief Clerk	- Rs. 1,520/-+10% = Rs. 1,672.00

3. In the event a person not occupying quarters provided by the Employer such person shall be liable to disciplinary action.

12. Overtime

If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Overtime work shall be remunerated at one and a half times the normal hourly rate.

13. Weekly, statutory and poya holidays

An employee will be entitled to holidays as provided for in the Shop and Office Employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

14. Leave

1. Annual Leave and Casual Leave shall be granted as prescribed in the Shop & Office Employees Act. All employees with more than 20 years service and Heads of Department shall be entitled to three weeks paid annual leave as a special benefit this right shall not extend to any employee recruited after 21st December 1994.

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

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

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

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

15. Gratuity

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

16. Age of Retirement

- i. 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.
- ii. However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- iii. An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in *lieu* of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in *lieu*.

17. Suspension as a measure of punishment

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

18. Suspension pending disciplinary inquiries

1. 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.
2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay
3. 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.

19. Administrative Transfers

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the services and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three months' notice in writing.
3. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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.

20 Annual increments

1. 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.
2. 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.

21. Disciplinary Inquiries

1. An employee may be suspended without pay by his employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show casue' 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.
4. 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.

5. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of a such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. 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.

22. Variations of terms and conditions of employment & disputes

1. 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.
2. 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.

3. 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.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

23. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Chilaw Plantations Limited and the Ceylon Estate Staffs' Union will be formed. Such committee will 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.

24. Duty Leave

1. 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.
2. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Chilaw Plantations Limited will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, two Vice President 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.
5. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.

PART II

1. The Chilaw Plantations Limited covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situation.

2. Electricity

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

Senior Staff	-	140 units
Junior Staff	-	100 units.

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

Kerosene - Employer shall provide 25 liters kerosene per mensem to those employees (including future recruits) resident on estate/divisions without electricity.

3. Death Grant

1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 75,000/- as funeral expenses.
2. The dependents of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
3. 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.

4. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

SCHEDULE I

Clerical Staff Salary Ranges

5.Coconut Allowance

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

Junior Clerk	Rs. 28,508.00	Annual Increment	350/-
Clerk	Rs. 28,720.00	Annual Increment	400/-
Senior Clerk	Rs. 28,933.00	Annual Increment	500/-
Chief Clerk	Rs. 29,914.00	Annual Increment	650/-

Interpretation

<i>Word</i>	<i>Meaning</i>
Union	means the union referred to as the Party of the Second Part in this Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Chilaw Plantations Limited
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well

07 - 38/1

COLLECTIVE AGREEMENT - OFFICERS - IN - CHARGE

This Collective Agreement entered into between the Chilaw
Plantations Limited having its registered office at 165,
Puttalam Road, Chilaw of the first part, and the Ceylon
Estates Staffs' Union of No. 06, Aloe Avenue, Colombo 3
of the Second Part, made and entered into on the fourteenth
day of August Two Thousand Seventeen witnesseth as follows
:

1. Title

This Agreement shall be known as the Chilaw Plantations
Limited Collective Agreement for Officers-in-Charge
(OICs)

2. Employers covered and bound

This Agreement shall bind the management of the Chilaw
Plantations Limited, whose name is mentioned as first part
for an 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, who are employed by Chilaw Plantations Limited on
monthly contract of employment and in respect of whom
salary ranges are prescribed in Schedule I hereon.

4. Earlier Agreements

The provisions of this Agreement shall supersede and
replace any earlier Agreements in respect of these

In witness whereof the parties aforesaid have hereunto
set their hand at Chilaw on this fourteenth day of August
Two Thousand Seventeen.

Asiri Hearath Chairman Chilaw Plantations Limited	Chathura Samarasinghe President Ceylon Estate Staffs' Union
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Witnesses :

Manisha Seneviratne Executive Director Chilaw Plantations Limited	Nath Amarasinghe General Secretary Ceylon Estate Staffs' Union
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P. C. Wijewardene Working Director Chilaw Plantations Limited	S. Sugumar Vice President Ceylon Estate Staffs' Union
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Mahinda Ranaweera
General Manager
Chilaw Plantations Limited

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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. Date of operation and duration

Subject to any provisions to the contrary, this Agreement shall be effective from 1st August 2017 to 31st July 2020 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2020.

6. General terms and conditions

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2017 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

7. Probation

On recruitment every employer shall service a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactorily performance, misconduct or other justifiable cause Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being not letter of confirmation. During the period of probation or extended probation the employer shall have the right to terminate without notice or assigning reasons therefore.

8. First Appointment

No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G. C. E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

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. This Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- ii. Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- iii. Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position, subject to a maximum of Rupees Two Thousand (Rs. 2,000/-) per mensem
- iv. Overlooking periods shall not exceeded 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2017 shall be as follows:
 - i. With effect from 1st August 2017, the salaries of all employees in employment as at the date hereof shall be increased by Rs. 9,000/-
 - ii. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement.

iii. In the case of OIC/Storekeepers who are presently entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his/her allowances at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contribution to EPF and ETF shall be made in respect of this allowance.

2. 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 allowances, depending on the grade to which they being, and revised allowance will be as follows.

Officer-in-charge - Rs. 1,470/-x10% = Rs. 1,617/-
Senior Officer - Rs. 1,580/-x10% = Rs. 1,738/-
in-charge

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

12. Hours of work and overtime

- i. The working week shall be 6 days of 48 hours. One each week shall be allowed as an off day. Work on the weekly off day or in excess of 48 hours per week or 10 hours per day shall be deemed to be overtime.
- ii. An employee shall work reasonable overtime which has been authorized by the employer. Each hour of overtime work shall be calculated by dividing the monthly rate of Two Hundred and Forty (240) multiplied by one and a half (1 1/2)

13. Leave

1. *Annual Leave* - Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Department shall be entitled to three weeks paid annual leave as a special benefit. This right shall not extend to any employee recruited after 21st December 1994.

2. (i) *Sick Leave* - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick Leave will be granted upto two days at a

time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.

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

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

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

4. *Religious Leave*- Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasion of such employee. Such leave may not however be taken in continuation with casual leave.

14. Holidays

Employees shall be entitled to paid holidays on

February 4th	- Independence Day
April 13th or 14th	- Sinhala/Tamil New Year Day
May 1st	- May Day

15. Gratuity

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

16. Age of Retirement

i. Unless the letter of appointment specified 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.

- ii. However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- iii. An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in *lieu* of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in *lieu*.

17. Suspension as a measure of punishment

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

18. Suspension pending disciplinary inquiries

1. 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.
2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay
3. 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.

19. Administrative Transfers

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

2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three months' notice in writing.
3. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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.
7. Transfer scheme which are approved by the Board of Director - Chilaw Plantations Limited will apply to the employees who are covered by this Agreement.

20 Annual increments

1. 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.
2. An increments 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.

21. Disciplinary Inquiries

1. An employee may be suspended without pay by his employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the

- Employer, a breach of the peace, damage to property or disturbance of business need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
 3. 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.
 4. 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.
 5. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of a such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
 6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within

90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.

7. 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.

22. Variations of terms and conditions of employment & disputes

1. 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.
2. 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.
3. 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.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

23. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Chilaw Plantations Limited and the Ceylon Estate Staffs' Union will be formed. Such committee will 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.

24. Duty Leave

1. 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.

2. Where any dispute arises with regard to duty leave of the President and the nominated officer bearer of the Parent Union, as specified in sub clause (1) above, the Chilaw Plantations Limited will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, two Vice President 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.
5. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.

PART II

1. The Chilaw Plantations Limited covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees is a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situation.

2. Electricity

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

Senior Staff	-	140 units
Junior Staff	-	100 units.

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

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

3. Death Grant

1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 75,000/- as funeral expenses.
2. The dependents of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
3. 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.

4. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

5. Coconut Allowance

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

Interpretation

<i>Word</i>	<i>Meaning</i>
Union	means the union referred to as the Party of the Second Part in this Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Chilaw Plantation Limited
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months

Gender a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this fourteenth day of August Two Thousand Seventeen.

Asiri Hearath Chairman
Chilaw Plantations Limited

Chathura Samarasinghe President
Ceylon Estate Staffs' Union

Witnesses :

Manisha Seneviratne Executive Director
Chilaw Plantations Limited

Nath Amarasinghe General Secretary
Ceylon Estate Staffs' Union

P. C. Wijewardene Working Director
Chilaw Plantations Limited

S. Sugumar Vice President
Ceylon Estate Staffs' Union

Mahinda Ranaweera
General Manager
Chilaw Plantations Limited

SCHEDULE 1

Officer-in-charge Salary Ranges

OIC	Rs. 27,778.00	
	Annual Increment	500/-
Senior OIC	Rs. 28,428.00	
	Annual Increment	600/-

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COLLECTIVE AGREEMENT - TECHNICAL STAFF

THIS Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the first part and the Ceylon Estate Staffs Union of No. 06, Aloe Avenue, Colombo 3 of the Second Part, made and entered into on the fourteenth day of August Two Thousand Seventeen witnesseth as follows :

1. Title

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

2. Employers covered and bound

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for an 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 Chilaw Plantations Limited on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I hereon.

4. Earlier Agreements

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

5. Date of operation and duration

Subject to any provisions to the contrary, this Agreement shall be effective from 1st August 2017 to 31st July 2020 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2020.

6. General terms and conditions

- The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- Grading of employees covered shall be at the discretion of the Employer

- iii. Upon completion of 10 years satisfactory service under the same employer, junior Assistant Factory Officer shall be re-designated as Assistant Factory Officer.

paid an Acting Allowance of 50% of the difference between his salary and that which has last paid to the holder of such senior position, subject to a maximum of Rupees Two Thousand (Rs. 2,000/-) per mensem

7. Probation

On recruitment every employee shall service a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactorily performance, misconduct or other justifiable cause Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being not letter of confirmation. During the period of probation or extended probation the employer shall have the right to terminate without notice or assigning reasons therefore.

- iv. Overlooking period shall not exceeded 6 months and during that period the employer shall pay the employee 10% of the employees' basic salary as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF.

11. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2017 shall be as follows:

8. First Appointment

No person shall be recruited to a grade covered by this Agreement unless he has successfully completed the G. C. E. (Ordinary Level) Examination with English and Arithmetic/Mathematics and technical qualification recognized by the government.

- i. With effect from 1st August 2017, the salaries of all employees in employment as at the date hereof shall be increased by Rs. 9,000/-

- ii. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule I of this agreement.

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.

- iii. In the case of Factory Officer/Storekeeper/ who are presently entitled to an allowance on account of work as a Storekeeper, as the case may be, such employee shall continue to receive his/her allowances at the rate of 10% 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.

10. Promotions

- i. Wherever, vacancies exist, all other factors being comparable, seniority shall be given preference. This Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- ii. Where an employees acts in senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- iii. Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he be

- iv. Subject to the provisions set out in clause 6(1) above, the Chilaw Plantations Limited covererd and bound to pay the revised salaries in the month of August 2017.

- (a) 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 allowances, depending on the grade to which they belong, and the revised allowance will be as follows :

Junior Asst. Factory Officer	-Rs. 1,120/-+10% = Rs. 1232.00
Asst. Factory Officer	-Rs. 1,190/-+10% = Rs. 1309.00
Senior Asst. Factory Officer	-Rs. 1,390/-+10% = Rs. 1529.00
Factory Officer	-Rs. 1,520/-+10% = Rs. 1672.00
Factory Officer	-Rs. 1,584/-+10% = Rs. 1742.00
Special Grade	
Lab Assistant	-Rs. 1,390/-+10% = Rs. 1529.00

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

12. Hours of work and overtime

- The working week shall be 6 days of 48 hours. One day each week shall be allowed as an off day. Work on weekly off day or in excess of 48 hours per week or 10 hours per day shall be deemed to be overtime.
- If required by his employer an employee shall work reasonable overtime which has been authorized by the employer. Each hour of overtime work shall be calculated by dividing the monthly by rate of Two Hundred and Forty (240) multiplied by one and a half (1 1/2)

13. Leave

- Employees shall be entitled to a maximum of 14 days Annual leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of 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.
- Sick Leave* - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick Leave will be granted upto two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
 - 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.

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

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

- Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasion of such employee. Such leave may not however be taken in continuation with casual leave.

14. Holidays

Employees shall be entitled to paid holidays on

February 4th	- Independent Day
April 13th or 14th	- Sinhala/Tamil New Year Day
May 1st	- May Day

15. Gratuity

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

16. Age of Retirement

- Unless the letter of appointment specified 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.
- However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing

or pay one year's salary in *lieu* of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in *lieu*.

17. Suspension as a measure of punishment

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

18. Suspension pending disciplinary inquiries

1. 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.
2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay
3. 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.

19. Administrative Transfers

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the services and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three months' notice in writing.
3. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.

4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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.

20 Annual increments

1. 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.
2. 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.
3. Revised annual increments shall be paid to all employees in employment from 1st March 2017.

21. Disciplinary Inquiries

1. An employee may be suspended without pay by his employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business need to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

3. An employee is entitled to be furnished with a 'show casue' 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.
4. 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.
5. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of a such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. 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.

22. Variations of terms and conditions of employment & disputes

1. 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.
2. 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.
3. 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 not settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

23. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 4 members each representing the Chilaw Plantations Limited and the Ceylon Estate Staffs' Union will be formed. Such committee will 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.

24. Duty Leave

1. 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.
2. Where any dispute arises with regard to duty leave of the President and the nominated officer bearer of the Parent Union, as specified in sub clause (1) above, the SLSPC will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.

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

PART II

1. The Chilaw Plantations Limited covered and bound by this Agreement morefully described in Schedule I in this agreement undertakes to discuss with Union to resolve any issues relevant to employees is a situation amalgamation/sub leasing of estates/divisions/factories prior to such situation.

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 below 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 estate/divisions without electricity.

3. Death Grant

1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 75,000/- as funeral expenses.

2. The dependents of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
3. 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.

4. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution shall be 10%
2. 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.

5. Coconut Allowance

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

Interpretation

<i>Word</i>	<i>Meaning</i>
Union	means the union referred to as the Party of the Second Part in the Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Chilaw Plantation Limited
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this fourteenth day of August Two Thousand Seventeen.

Asiri Hearath
Chairman
Chilaw Plantations Limited

Chathura Samarasinghe
President
Ceylon Estate Staffs' Union

Witnesses :

Manisha Seneviratne
Executive Director
Chilaw Plantations Limited

Nath Amarasinghe
General Secretary
Ceylon Estate Staffs' Union

P. C. Wijewardene
Working Director
Chilaw Plantations Limited

S. Sugumar
Vice President
Ceylon Estate Staffs' Union

Mahinda Ranaweera
General Manager
Chilaw Plantations Limited

SCHEDULE I

Technical Staff Salary Ranges

Lab Assistant	Rs. 28,700.00	
	Annual Increment	500/-

07 - 38/3

COLLECTIVE AGREEMENT - MAINTENANCE & SUPPORT STAFF

THE Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at 165, Puttalam Road, Chilaw of the first part and the Ceylon Estate Staffs' Union of No. 06, Aloe Avenue, Colombo 3 of the Second Part, made and entered into on the fourteenth day of August Two Thousand Seventeen witnesseth as follows :

1. Title

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

2. Employers covered and bound

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first for an 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 members of the aforesaid trade union, who are employed by Chilaw Plantations Limited on monthly contract of employment and in respect of whom salary ranges are prescribed in Schedule I hereof.

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 'dispute committee' to be formed under the provisions of this agreement and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved before the 'disputes committee' but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of an such alleged term or condition.

5. Date of operation and duration

Subject to any provisions to the contrary, this Agreement shall be effective from 1st August 2017 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st July 2020.

6. General terms and conditions

- The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2017 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- Grading of employees covered shall be at the discretion of the Employer

7. Probation

On recruitment every employer shall service a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactorily performance, misconduct or other justifiable cause Confirmation shall be by letter. However, in the event of the probationary period not being extended

after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the employer shall have the right to terminate without notice or assigning reasons therefore.

8. 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.

9. Salaries

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2017 shall be as follows:

- i. With effect from 1st August 2017, the salaries of all employees in employment as at the date hereof shall be increased by Rs. 9,000/-
- ii. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule I of this agreement.
- iii. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule I of this agreement

2. (a) With effect from the date hereof employees who are entitled to a payment in *lieu* of staff quarters being provided to them, shall receive the following allowances, depending on the grade to which they belong,

Lorry/Tractor Driver/-Rs. 950x10% = Rs. 1045/-

Car Driver -Rs. 950x10% = Rs. 1045/-

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

10. Hours of Work and Overtime

The decisions of the relevant Wages Board shall apply

11. Leave

1. Annual Leave - Employee shall be entitled to a maximum of 14 days Annual Leave. In the 1st year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Head of Department shall be entitled to three weeks paid annual leave as a special benefits. This right shall not extend to any employee recruited after 21st December 1994.

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

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

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

4. Employees shall be allowed Public Holidays to which they are entitled by the decision of the relevant Wages Board.

12. Gratuity

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

13. Age of Retirement

i. Unless the letter of appointment specified 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.

- ii. However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
- iii. An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in *lieu* of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period, which misconduct would have otherwise resulted in his retirement at 55 years the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in *lieu*.

14. Suspension as a measure of punishment

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

15. Suspension pending disciplinary inquiries

1. 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.
2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay
3. 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.

16. Administrative Transfers

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the services and the requirements of the Employer, be made at the

discretion of the Management with one month's notice in writing.

2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three months' notice in writing.
3. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
4. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered on a case by case basis.
5. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
6. 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.

17 Annual increments

1. 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.
2. An increments 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.

18 Disciplinary Inquiries

1. An employee may be suspended without pay by his employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business need to be avoided.

Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.

2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. 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.
4. 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.
5. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of a such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not

apply, the accused employee shall be exonerated of the charges.

7. 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.

19. Variations of terms and conditions of employment & disputes

1. 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.
2. 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.
3. 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 not settlement could be reached, by voluntary arbitration thereafter.
4. 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.

20. Disputes Resolution Committee

It is agreed by parties that a dispute resolution committee comprising of 3 members each representing the Chilaw Plantations Limited and the Ceylon Estate Staffs' Union will be formed. Such committee will 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.

21. Duty Leave

1. 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.

2. Where any dispute arises with regard to duty leave of the President and the nominated officer bearer of the Parent Union, as specified in sub clause (1) above, the Chilaw Plantations Limited will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, two Vice President 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.
5. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.

PART II

1. The Chilaw Plantations Limited covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situation.

2. Electricity

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

Senior Staff	-	140 units
Junior Staff	-	100 units.

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

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

3. Death Grant

1. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs. 75,000/- as funeral expenses.
2. The dependents of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
3. 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.

4. Medical Aid Scheme

1. The Employee's contribution to the medical aid scheme will be 5% and the Employer's contribution will be 10%
2. 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.

5. Coconut Allowance

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

Interpretation

<i>Word</i>	<i>Meaning</i>
Union	means the union referred to as the Party of the Second Part in the Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Chilaw Plantations Limited
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their hand at Chilaw on this fourteenth day of August Two Thousand Seventeen.

Asiri Hearath
Chairman
Chilaw Plantations Limited

Chathura Samarasinghe
President
Ceylon Estate Staffs' Union

Witnesses :

Manisha Seneviratne
Executive Director
Chilaw Plantations Limited

Nath Amarasinghe
General Secretary
Ceylon Estate Staffs' Union

P. C. Wijewardene
Working Director
Chilaw Plantations Limited

S. Sugumar
Vice President
Ceylon Estate Staffs' Union

Mahinda Ranaweera
General Manager
Chilaw Plantations Limited

SCHEDULE I

Maintenance & Support Staff Salary Ranges

Lorry/Tractor Driver	Rs. 27,770.00	
	Annual Increment	350/-
Car Driver	Rs. 27,664.00	
	Annual Increment	350/-
Creche Attendant	Rs. 31,039.00	
	Annual Increment	450/-
Bacho Operator	Rs. 34,039.00	
	Annual Increment	450/-
Mechanic	Rs. 30,301.00	
	Annual Increment	450/-
Electrician	Rs. 31,963.00	
	Annual Increment	450/-
Pre School Teacher	Rs. 27,750.00	
	Annual Increment	350/-

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