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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2426/22 – 2025 මාර්තු මස 03 වැනි සඳුදා – 2025.03.03  
No. 2426/22 – MONDAY, MARCH 03, 2025

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No. CI/1844

THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

THE Collective Agreement entered into between **Tal Lanka Hotels PLC - No. 25, Galle Face Center Road, Colombo 03** of the one part and the **Inter Company Employees Union - No. 10, Council Lane, Dehiwela** of the other part on 19th March 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. K. K. A. JAYASUNDARA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
18<sup>th</sup> February, 2025

Collective Agreement No. 17 of 2024



COLLECTIVE AGREEMENT

This Collective Agreement is entered into between, TAL LANKA HOTELS PLC, a duly incorporated Company having its Registered Office at No. 25, Galle Face Center Road, Colombo 3 (hereinafter referred to as the "EMPLOYER" which terms shall where the context so requires admit, mean and include the said TAL LANKA HOTELS PLC, its successors and assigns) of the First Part) of the One Part,

And

THE EMPLOYEES in the Non-Executive grades who are members of the **INTER COMPANY EMPLOYEES UNION** of No. 10 Council Lane, Dehiwela being a trade union duly registered under and in terms of the Trade Unions Ordinance No.14 of 1935 as amended (hereinafter referred to as "Trade Union") of the other Part.

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

TITLE: This collective Agreement shall hereinafter be known as the **TAL LANKA HOTELS PLC NON-EXECUTIVE GRADES COLLECTIVE AGREEMENT 2024-2025.**

1. *Parties Covered and Bound.-*

The terms of this Collective Agreement shall cover and bind the Employer, the Employees who are members of the Inter Company Employees Union employed by the Employer in non-executive grades.

2. *Date of Operation and Duration.-*

The Agreement shall be effective as from the 1st date of January 2024 and shall continue to be in force thereafter unless it is terminated by either party giving one months' notice in writing to the other, subject to the proviso that one party hereto shall not give such notice to the other party to commence before 01st of January 2026 and such notice shall not expire before 01st of January 2026.

3. *Salaries.-*

Parties agree that the basic wage of Employees covered by this Agreement shall be revised in the following manner:

- i. The Employees who have completed a minimum period of one year in service as at 01st January 2024 and who are in service as at the date of signing of this Agreement will be entitled to the salary increase granted hereunder.
- ii. With effect from 01st January 2024 the monthly salaries of Employees will be revised in the following manner-
  - Employees who have completed 01 year and less than 05 years - Rs.3,000.00
  - Employees who have completed 05 years and less than 09 years - Rs.4,000.00
  - Employees who have completed 09 years and above - Rs.5,000.00
- iii. Parties agree that the above salary increase granted will cover a period of two years commencing with effect from 1st January 2024 and ending on 01st January 2026.
- iv. The next Wage Settlement will be due on 01st January 2026.

**4. Annual Wage Increase. -**

The Employer will continue to grant the annual increment following the hitherto prevailed practice based on the Performance management system.

Grade	Percentage	Using Bell Curve per Department
A+	15%	5%
A	12%	15%
B	10%	70%
C	8%	10%

It was agreed to take the number of no pays into consideration when deciding on the grading of individual based on their appraisals. Increments will be paid on Basic Salary.

Both Parties agreed to the above PMS bell curve.

No Pay : 01 to less than 05 Days = 6%  
 : 05 Days and Above = 0%

Special consideration will be made while awarding increments for those employees who are retiring in that particular Financial Year. (15% initially)

Employees who are in the cadre as at 01st October 2023 will only be considered for the increments.

**5. Demands of a Financial Nature.-**

“The Trade Union” and the “Employees” jointly and severally agree that they shall not make any demands of a financial nature or any request in respect of matters covered by the Collective Agreement, during the initial period of coverage of this Collective Agreement and shall not resort to any form of trade union action on such matters during the said period. (The period between 01st January 2024 to 01st January 2026).

**6. Loans.-**

The employer will disburse three loans per month to three employees' subject to it being an emergency, following the practice hitherto prevailed and the amount of each loan shall not exceed Rs. 100,000/=. (Tax Applicable) Such loans shall be granted only if the particular employee seeking the loan satisfies the eligibility criteria introduced by the employer. It is agreed between the parties that an employee who obtains such a loan shall not be entitled to any salary advance or any other loan or financial facility from the employer until such loan is fully settled by the employee. The loan shall be recovered in 10 monthly installments.

**7. New Year Gift.-**

The employer will pay the annual New Year gift following the hitherto prevailed practice, depending on the financial performance and profitability of the employer. New Year gift will be granted as per the company policy.

7.1

- (i) Authorized no pay up to 02 months subject to Medical Certificate will be paid and if it exceeds more than 02 months, bonus will be calculated on pro rata basis. Ex: 03 months for approved no pay (bonus amount/12)\*09 months.

- (ii) Authorized no pay more than 03 months will not be entitled for New year gift amount.
- (iii) This policy (No. 7.1) (i) & (ii) will not be applicable for those who are enjoying maternity benefits.
- (iv) For unauthorized no pay, New Year gift will be paid as follows,
- Ex: 01 unauthorized no pay- 10% will be deducted from the New year gift  
 02 unauthorized no pay- 20% will be deducted from the New year gift  
 05 unauthorized no pay- 50% will be deducted from the New year gift  
 10 unauthorized no pay- 100% will be deducted from the New year gift
- (v) No deduction will be made for the New Year gift for disciplinary grounds no pay.
- (vi) New year gift policy is as follows :
- (a) Employees who are in the cadre as at 31st December of the previous year will be entitled for a full new year gift amount.
- (b) Employees who are in the cadre between 01st January-30th June will be entitled to 50% from the new year gift.
- (c) Employees who are in the cadre between 01st July -30th September will be entitled to 25% of the New year gift amount.
- (d) Employees who joined after 1st October and above will not be entitled to a New year gift.

#### 8. *Salary Advance.*-

The Employer will continue to grant salary advances for employees shall not exceed Rs. 10,000/= . The salary advance shall be recovered in monthly emoluments of the employees.

#### 9. *Death Donation.*-

The hitherto adopted practice regarding the Death Donation will continue. In the event of a death of a family member of an employee, the joint death donation paid by the employer and employees to the employee concerned shall be Rs 150,000/- . In the event of a death of an employee, the Employer and fellow employees jointly shall contribute an amount equal to Rs. 300,000/- .The employer shall provide a vehicle to employees of the department to which the deceased employee was attached to, in order to attend the funeral. The employer agrees that the facility of providing transport shall be applicable for even in the case of a death of a family member of an employee. (Employer - 40% / Employee - 60%)

#### 10. *Medical (Hospitalization).*-

Employer will continue the existing medical policy of the company and the employees are eligible up to Rs. 147,000/= per financial year.

#### 11. *Annual Day Outing.*-

The hitherto adopted practice regarding the Annual Day Outing entitlement for staff will continue. Employer shall grant Rs. 1500/= per employee in monetary value within a financial year.

#### 12. *Dispute Settlement Procedure.*-

The employees and the trade union jointly and severally agree not to engage in any form of trade union action with regard to any matter covered by this Collective Agreement.

With regard to matters not covered by this agreement the employees and the Trade Union agree to the following dispute settlement procedure:

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Trade Union to the Employer, and at least two weeks' time given for the employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the Employers' Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
- (c) If after the discussions, the matter cannot be resolved, the conciliatory proceedings under the Industrial Disputes Act No. 43 of 1950 (as amended) should be followed.
- (d) If after conciliation has failed in the Labor Department, the employees wish to take trade Union action, written notice should be given of not less than 14 days by the Trade Union on behalf of the employees who are members of the Trade Union.

IN WITNESS HEREOF PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS NINETEETH DAY  
OF MARCH TWO THOUSAND TWENTY-FOUR.

  
.....  
For and on behalf of  
TAL LANKA HOTELS PLC

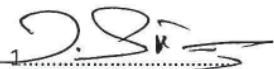
Name: Samrat Datta

Designation: Area Director  
Sri Lanka & Maldives  
General Manager  
Taj Samudra Colombo

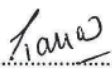
  
.....  
For and on behalf of:  
INTER COMPANY EMPLOYEES' UNION

Name: Janaka Adhikari, Attorney at Law

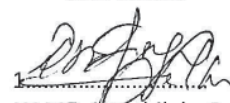
Designation: Secretary

WITNESSES :  
  
.....  
NAME: Jayantha Thilakarathne

DESIGNATION : Director of Human Resources  
Taj Samudra Hotel

2.   
.....  
NAME: Mr. Paras Puri

DESIGNATION : Finance Controller  
Sri Lanka & Maldives

WITNESSES :  
  
.....  
NAME: Jayathilaka Ranasinghe

DESIGNATION: Vice Secretary  
Inter Company Union

2.   
.....  
NAME: Mr. Thilak Wijesinghe

DESIGNATION: President  
Inter Company Union  
(Taj Samudra Branch)

My No.: සාහි/වතු/01/2024.

### THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

THE Collective Agreement entered into between Kurunegala Plantations Ltd. - No. 80, Dambulla Road, Kurunegala of the one part and the Inter Company Employees' Union - No. 10, Council Lane, Dehiwala of the other part on 19th October 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H.K.K.A. Jayasundara,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05  
18th February, 2025.

#### Collective Agreement No. 02 of 2024

#### Collective Agreement for Estates' Staff of Kurunegala Plantations Limited (01st August 2023 - 31st July 2026)

#### COLLECTIVE AGREEMENT - CLERICAL STAFF

This Collective Agreement entered into between the Kurunegala Plantations Limited having its registered Office at No.80 Dambulla Road, Kurunegala of the First Part, and the Inter Company Employees Union of No.10, Council Lane, Dehiwala of the Second Part, made and entered into on the 19th of October 2023 witnesseth as follows:

1. **Title.-**

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

2. **Employers Covered and Bound.-**

This Agreement shall bind the management of the Kurunegala Plantations Limited, whose name is mentioned as first part for and in respect of the categories of employees hereinafter described in clause 3 hereof.

3. **Union and Employees Covered and Bound.-**

This Agreement shall cover and bind the aforesaid trade union, hereinafter referred to as the union, and members of the said union who are employed by Kurunegala Plantations Limited on monthly contract of employment as at the date of signing (19th of October 2023), and in respect of whom salary ranges are prescribed in Schedule I hereon.

4. **Earlier Agreements.-**

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard

to the existence of any other term or condition not contained herein, the same shall be resolved by the Commissioner General of Labour in terms of the Industrial Disputes Act, if the matter is not resolved the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

**5. *Date of Operation and Duration.***-

Subject to any provisions to the contrary, this Agreement shall be effective from 1st August 2023 to 31st July 2026 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 2026.

**6. *General Terms and Conditions.***-

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2023 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, Administrative Officers upon completion of a Diploma or equivalent Qualification accepted by the management with outstanding performance shall be re-designated as Special Grade Administrative Officers with a minimum of one (1) increment.
- iv. Upon completion of 10 years satisfactory service under the same employer, Junior Clerk shall be re-designated as Clerk, with a minimum of one (1) increment
- v. Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy the same.

**7. *First Appointment.***-

- i. No person will be recruited to a grade covered by this Agreement unless he has successfully completed the 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 designation of new recruits should be as specified under Schedule 1 hereof.
- iii. Storekeepers are to be placed in a grade that is comparable to those in the Clerical grade on salary applicable to clerks.

**8. *Probation.***-

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

**9. *Attendance at Work.***-

Unless otherwise specifically instructed by the Employer and such instructions not being of a permanent nature, an



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

#### 10. *Promotions.*-

- i. Wherever, vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- ii. Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- iii. Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of Rupees Two Thousand Five Hundred (Rs. 2,500/-) per mensem. When confirmed, this acting allowance shall be added to the salary.
- iv. When promoting an employee to a senior position, a salary increase of minimum one (1) increment shall be granted.
- v. Employees who obtain a work related course certificate from NIPM or any other reputed institutions, as approved by the management, shall be granted special increments with reimbursement of course fee and to be considered for a higher position. Reimbursement of such course fees will be as per the prevailing company policy for its employee higher education.
- vi. Overlooking periods shall not exceed 6 months and during that period the employer shall pay the employee Rs.5,000/- per month as an overlooking allowance. This functional allowance shall not attract any consequential benefits such as EPF and ETF. However, depending on the requirement overlooking period may exceed 6 months at the discretion of the management.

#### 11. *Salaries.*-

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st August 2023 shall be as follows:
  - i. The present Rs.5,000/- (15%) paid as Monthly Allowance in par with the Public Enterprises Circular No. 01/2022 shall be included to the basic salary.
  - ii. With effect from 1st August 2023, the salaries of all employees in employment shall be increased by five percent (5%) based on last drawn salary (September 2023). Provided, however in respect of the period 1st August 2023 to 31st October 2023 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF,ETF,Overtime etc.)
  - iii. Employees under this agreement are eligible to receive bonuses/incentives given by the Kurunegala plantations limited or under the guidelines issued by Treasury / Relevant Authorities.
  - iv. It is agreed that any salary increases/Allowance granted by the Government within the period of 1st August 2023 to 31st July 2026 will be applicable to employees covered by this agreement.
  - v. In the case of Stenographer/Clerical staff and Storekeeper/Clerical staff who are entitled to an allowance on account of work as a Stenographer or Storekeeper as the case may be, such employee shall continue to receive his/her allowances at the rate of 12.5% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made



in respect of this allowance.

- vi. In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule 1 of this Agreement.
- vii. Subject to the provisions set out in clause 6 (1) above, the Kurunegala Plantations Limited covered and bound shall pay the revised salaries in the month of August 2023 with arrears as per clause 11 (i)(ii).

**2. STAFF QUARTERS**

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

Junior Clerk	= Rs. 1400/-
Clerk/Storekeeper	= Rs. 1500/-
Senior Clerk	= Rs.1700/-
Administrative Officer	= Rs. 1850/-
Special Grade Administrative Officer	= Rs. 2050/-

- (ii). Kurunegala Plantations Limited under take to maintain the staff quarters provided to them on request of relevant employees.
- (iii). In the event of any person not occupying a habitable quarters provided by the Employer such person shall be liable to disciplinary action.

**12. Annual Increment.-**

- i. Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- ii. An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.
- iii. Revised annual increments shall be paid as stated below to all employees in employment in accordance with the practice prevailing on each estate. (Each year January & July)

	<i>Present</i>	<i>Effective 2024</i>
Junior Clerk	Rs.350/-	Rs.450/-
Clerk/Storekeeper	Rs.400/-	Rs.500/-
Senior Clerk	Rs.450/-	Rs.550/-
Admin. Officer	Rs.550/-	Rs.650/-
Special Grade Admin. Officer	Rs.700/-	Rs.800/-

**13. Hours of Work and Overtime.-**

If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Each hour of overtime work shall be calculated as per the provisions of the Shop & Office Employees Act.

14. **Weekly and Poya Holidays.-**

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

15. **Statutory Holidays.-**

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

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

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

16. **Leave.-**

1. **Annual Leave** - Fourteen (14) days shall be granted as prescribed in the Shop & Office Employees Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit. This right shall not extend to any employees recruited after 1993.
2. **Casual Leave** - All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
3. (i) **Sick Leave** - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick Leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
  - (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization, or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 working days on that account. Provided however this facility shall not be applicable those who obtain payment on un-availed Sick Leave According to company policy at the end of each year.
  - (iii) In the case of an employee whose terms presently permit a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.
4. **Maternity Leave**
  - (i) Maternity leave will be as per the provisions of the Shop & Office Employees' Act. Accordingly, 84 working days of maternity leave will be granted on a live child birth.
  - (ii) Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.

(ii) Paternity leave of 2 days will be granted to the father of the child.

17. *Administrative Transfers.*-

- i. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the services and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
- ii. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three (3) calendar months' notice in writing on or before 30th September.
- iii. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year
- iv. The transfers of Employees whose children are to be admitted to Grade 01 in School will be considered.
- v. Transfers from one Plantation District to another, which are likely to cause hardship on account of children's schooling, or the spouse's employment will be considered.
- vi. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement
- vii. Employees whose children are sitting for year 5 scholarship exam will be considered.
- viii. The provisions of sub-clauses (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

18. *Age of Retirement.*-

- (i) Unless the letter of appointment specifies a higher retirement age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement

19. *Disciplinary Inquiries.*-

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

- (iv) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received. Unless circumstances prevent the employer from doing so.
- (v) An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of a such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (vi) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded unless there is justification for the delay. In no case shall tire 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 tor summary termination, In such event, the Union may appeal to the Employer or to the appropriate forum.

20. ***Suspension Pending Disciplinary Inquiries.-***

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

21. ***Suspension as a measure of Punishment.-***

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

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

- (i) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment except by mutual consent.
- (ii) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
- (iii) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under tire Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.

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

23. **Duty Leave.**-

- (i) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (ii) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Kurunegala Plantations Limited will attempt to effect an amicable settlement between parties.
- (iii) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (iv) By arrangement with their respective Employers, two Vice Presidents of the Union shall be allowed twelve days each in any one year.
- (v) By arrangement with their respective Employers Branch Chairman and Sub Branch Chairman of the Union shall be allowed twelve days Duty leaves which may be shared with the respective Branch Secretaries on condition that the total leave availed jointly by these two office bearers shall not exceed twelve days in any one year.
- (vi) Duty leave shall be granted to employees selected by the union to attend seminars and workshops conducted by the union or any other labour related institute on not more than two occasions in a year for a period not exceeding for (2) days.
- (vii) Two days duty leave shall be granted to employees selected by the union from each estate on the basis of one representative per estate to attend the delegates session bi-annually.

**PART II**

01. **Amalgamation & Sub Leasing.**-

The Kurunegala Plantations Limited covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situations. However, Kurunegala Plantations Ltd will continue to be the employer of such employees.

02. **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.

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

04. **Death Grant.**-

- (i) With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs.200,000/- as funeral expenses.
- (ii) The dependents of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
- (iii) If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

05. **Medical Aid Scheme.**-

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

06. **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.

07. **Insurance Scheme.**-

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

08. **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.

09. **Festival Advance.**-

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


## INTERPRETATION

Word	Meaning
Union	means the union referred to as the Party of the Second Part in this Agreement
Dispute	shall have the same meaning as in the Industrial Disputes Act.
Employer	means the Kurunegala Plantations Limited.
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night

Year means a continuous period of 12 months

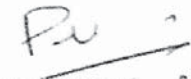
Gender a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their hand at Kurunegala on this 19th day of October 2023.


  
.....  
Dr. S M M Samarakoon  
Chief Executive Officer  
Kurunegala Plantations Limited


  
.....  
Wasantha Samarasinghe  
President  
Inter Company Employees Union

Witnesses

  
.....  
D.N. Prasad De Silva  
Senior Asst. Director General (Head of Plantations)  
Employers' Federation of Ceylon

  
.....  
Kanishka Niroshan  
Vice President  
Inter Company Employees Union

  
.....  
I.A. Gunawardana  
Manager-Human Resource & Administrative  
Kurunegala Plantations Limited

  
.....  
H.M.P. Premathilaka  
Branch President - KPL  
Inter Company Employees Union



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**Schedule I**

Clerical Staff - Salary Ranges

	Present Salary	Revised Salary Range	Annual Increment
Junior Clerk	Rs. 32,800.00	Rs. 37,800.00	Rs. 450.00
Clerk/Storekeeper	Rs. 33,000.00	Rs. 38,000.00	Rs. 500.00
Senior Clerk	Rs. 33,300.00	Rs. 38,300.00	Rs. 550.00
Administrative Officer	Rs. 34,500.00	Rs. 39,500.00	Rs. 650.00
Administrative Officer (Special Grade)	Rs. 35,500.00	Rs. 40,500.00	Rs. 800.00

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