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No. 1992/46 – THURSDAY, NOVEMBER 10, 2016

(Published by Authority)

## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/1813.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the De La Rue Lanka Currency and Security Print (Pvt) Limited, Biyagama, Malwana of the one part and Inter Company Employees' Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 17th day of November, 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATUNGA,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
11th August, 2016.

#### Collective Agreement No. 05 of 2016

THIS COLLECTIVE AGREEMENT made on this 17th day of November 2015, pursuant to the Industrial Disputes Act, between De La Rue Lanka Currency and Security Print (Pvt) Limited, a Company incorporated under the laws of Sri Lanka having its principal place of business at Export Processing Zone, Biyagama, Malwana of One Part (hereinafter referred to as “the Employer”) and the Inter Company Employees' Union, a Trade Union registered under the laws of Sri Lanka having its registered office at No. 259/9, Sethsiri Mawatha, Koswatta, Battaramulla, of the Other Part, (hereinafter referred to as “the Union”) witnesseth and it is hereby agreed between the parties as follows:

1. **Parties to be Covered and Bound.**– This Agreement shall cover and bind De La Rue Lanka Currency and Security Print (Pvt) Limited, the Inter Company Employees' Union and employees of the Employer in manual grades on permanent monthly contracts of employment (hereinafter referred to as “Employees”).



2. **Date of Operation and Duration.**- This Agreement shall be effective for a period of two (02) years and nine (09) months as from the 1st day of October, 2015 and shall thereafter continue to be in force unless it is repudiated by either party giving one month's notice in writing to the other, provided however, that neither party hereto shall give such notice to the other before the 30th day of June, 2018.

All parties agreed to put forward their proposals for renewal of the Collective Agreement, in writing, at least 6 months prior to expiry of the Agreement.

3. **Revision of Basic Salaries.**-

(i) Salaries drawn by employees covered and bound by this Agreement shall be revised in the following manner:

- |   |   |             |
|---|---|-------------|
| (a) First 9 months commencing 1.10.2015 | - | 7%          |
| (b) Second year commencing 1.7.2016     | - | LKR 5,500/- |
| (c) Third year commencing 1.7.2017      | - | LKR 6,000/- |

(ii) De La Rue believes in recognizing and rewarding the best performers, hence the Company at its discretion may grant additional rewards to best performers depending on the availability of budgetary allowances.

4. **Special Ex - Gratia.**- The company shall make a special Ex- gratia Payment of 7% of an employee's monthly salary for the three (03) months to confirmed employees serving the company as at 30.9.2015, which shall not attract consequential benefits such as EPF/ ETF/ Gratuity, Overtime, etc. This payment shall be made at the end of March, 2016.

5. **Bonus.**- Without prejudice to the claim of the Employer that bonus payments are ex-gratia, the Employer shall continue to pay two months' salary as annual bonus.

The hitherto practice with regard to the time of payment and deductions based on attendance, penalties made after a domestic inquiry, unauthorized absence shall continue. New Employees shall enjoy the benefit of the bonus proportionately. The current practice of 25% forfeiture of annual bonus for disciplinary written warnings will continue.

6. **Production Bonus.**-

- (i) The Employer shall continue to make payment of a production bonus equivalent to one month's salary of an employee subject to the achievement of the conditions collectively agreed, which will be published at the beginning of a financial year.
- (ii) However, it is also agreed by the Employer to make payment on pro-rata basis of the production bonus in the event each of the said criteria is achieved based on the weights in percentages are mentioned against each criterion.
- (iii) Parties agree that the Employer reserves its right to 10% of forfeiture on production bonus payable on account of written warnings issued after a proper investigation.
- (iv) In addition to the above, the deduction from the production bonus shall also be made on account of absence and shall be pro-rated on a weekly basis. This condition shall be applicable for any period of absence over and above the stipulated leave entitlement. eg. Deduction of 1/52 of production bonus for every 5 days absence.

7. **Shift Allowances.**- Subject to the present criteria of payment it is agreed by parties that the shift allowances will be as follows for the duration of the Agreement.

1 <sup>st</sup> shift (6.00 a.m. to 2.00 p.m)	-	Rs.100.00
2 <sup>nd</sup> shift (2.00 p.m. to 10.00 p.m.)	-	Rs.130.00
3 <sup>rd</sup> shift (Night shift)	-	Rs.800.00

8. **Medical Benefits.**-

- (i) **OPD** - With effect from 1<sup>st</sup> April 2015, the Employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs 22,000/- per year and such amount shall be offered to each confirmed employee as a family unit.

- (ii) **Hospitalization Insurance** -With effect from 1<sup>st</sup> April, 2015, the Employer shall pay the premium for Hospitalization Insurance as a family unit, in respect of hospitalization up to a maximum of Rs 100,000/- per employee per annum.

Both parties agree that the annual revision of the OPD and hospitalization schemes are at the end of the financial year and any revision to the limits must be considered during the said period. Thus, it is agreed to discuss and work together to arrive at reasonable and market competitive rates for OPD and hospitalization cover during the 2016/17 revision.

9. Parties agree that the terms and conditions hitherto applicable shall continue to be in force subject to the revisions set out in this Agreement.

It is agreed by parties that the Memorandum of Understanding signed between the employer and the Union (annexed hereto as Annexure I) on the 12th May, 2009 with regard to change of work arrangements, shall also constitute part of the terms and conditions of employment.

It is also agreed by parties that the Memorandum of Understanding being simultaneously signed on 17.11.2015 (annexed hereto as Annexure II) which records the issues agreed during negotiations such as salary anomalies, re-designations, running of print machines, etc. shall form an integral part of his Collective Agreement, the terms of which shall hold good for the duration of the Agreement.

10. **Increase of Shift Handover / Take Over Time.** - Parties agree to increase the shift handover / take over time from the present five (5) minutes to ten (10) minutes in order to ensure smooth continuation of work between shifts. Effective shift times will be as follows:

<b>1<sup>st</sup> shift</b>	- 5.55 a.m to 2.05 p.m.
<b>2<sup>nd</sup> shift</b>	- 1.55 p.m to 10.05 p.m.
<b>3<sup>rd</sup> shift</b>	- 9.55 p.m to 6.05 a.m.

11. **Trade Union Action** .- The Union and the Employees jointly and severally agree that they shall not, during the operation of this Agreement, take or resort to any form of Trade Union action in respect of any matter covered by this Agreement.

Further, the Union agrees that in the event of any form of trade union action the uniformed security personnel will not put the site at risk by taking part in the trade union action. The uniformed security will **at all times** agree to follow the sites security procedures including instructions and guidance provided by the site's Security Manager and the Head of Operations with 100% compliance to ensure that the site is not at risk under any circumstance.

The Uniformed security personnel agree to continue to report for duty and carry out their routine work responsibilities in full despite any form of collective action by the trade union. Additionally, the Security personnel agree to carry out and complete work/tasks that they are engaged in at the time industrial action both inside and outside the site until it is completed in line with normal or enhanced security procedures in full, eg. inspecting loading operations, guarding or escorting duties will be carried out despite any trade union action, however, it is noted that new tasks of escorting and loading will not be undertaken during collective action. Utmost priority will be given to ensure the site's security is maintained during any form of collective action.

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

- The Union and the Employees jointly and severally agree that any dispute/problem/issue that may arise between the parties, in respect of any matter not covered by this Agreement, to resolve such dispute/problem/issue in the manner provided in clauses (b) to (e) below.
- Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's Branch Committee to the Employer, and at least two weeks given for the Employer to resolve the dispute.
- If no satisfactory solution is found, the matter should be referred to the Parent Union and to The Employer's Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, conciliatory proceedings under the Industrial Disputes Act should be followed.
- If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union action, written notice should be given of not less than fourteen days (14) to the Employer and the EFC regarding such Trade Union action.


It is reaffirmed by parties to adhere to the dispute resolution procedure stated above in resolving any disputes.


**13. Co-Operation Between The Parties :-**

- (i) The Employer agrees to continue with the facility of remitting check off directly to the Union.
- (ii) The Employer will continue to grant the facility of permitting the President and the Secretary of the branch to attend monthly meeting of the Union. The Employer also agrees to release not more than two employees to attend to Training Programmes / Seminars conducted by the Union, not more than twice in each calendar year provided, however, that the Union requests in writing for this facility with sufficient notice to the Employer.
- (iii) Employees agree to continue to extend their fullest co-operation in respect of enhancing productivity at the work place, which include the following:
  - (a) Employees will extend their fullest co-operation in respect of any change in work arrangements and shift operations to facilitate production requirements. The Employer agrees to discuss with the Union and the employees, proposed changes in work arrangements in advance.
  - (b) Changes in relation to work arrangements and shift operations as currently practiced at the work place. In this regard it is agreed by the Employer to discuss in advance with the Union and the employees, of any changes it proposes to implement in relations to work arrangements.
  - (c) Flexibility to move within currently practiced shift patterns to facilitate training and multi-skilling, manning of new machinery and production requirements will be continued and carried out to ensure optimization of human capital.
  - (d) Flexibility in terms of bringing in personnel on fixed term contract basis based on the demands of the business / customer orders will be based on the following agreed conditions:
    - (i) The maximum number of personnel that can be employed by the Company on fixed term contract basis at any given time cannot exceed 30 personnel in line with the current business model unless agreed in advance by the union and management.
    - (ii) Vacancies arising in the permanent cadre (levels below the FLM level and excluding vacancies at Administration) will be advertised to permanent and / or fixed term employees.
    - (iii) The agreement to employee fixed term contract employees will be valid for the duration of the collective agreement.
  - (e) All activities connected to the management of quality, environment, health and safety, implementation of international standards, continuous improvement and training activities.
  - (f) All necessary measures in relation to handing over of work between shifts. In view of this undertaking, the Employer will continue to implement the present practice of granting a grace period of five minutes in the event the employee reports late.
  - (g) Taking of all necessary measures by employees in the Maintenance Division in respect of break-downs in order to minimize the impact on production including flexibility to work during factory shut-downs (New year, Wesak, Christmas and 4 other days, which will be agreed by both parties in November for the following calendar year) if required for annual maintenance and other maintenance matters.


In case of a dispute arising as to the interpretation of this Collective Agreement, the English original shall prevail.


In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 17th day of November Two Thousand and Fifteen.

  
.....  
**For and on behalf of:**  
**De La Rue Lanka Currency & Security**  
**Print (Private) Limited** *Secretary*  
*Jacey & Company*  
*Secretaries*  
Name : Andrew Hydes  
Designation: Director/Head of Operations

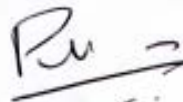
  
.....  
**For and on behalf of:**  
**Inter Company Employees**  
**Union**  
Name : Piyasena Hettiarachchi  
Desig: Senior Asst. Secretary

**Witnesses 1:**

  
.....  
Maduka de Silva  
Human Resources Manager  
De La Rue Lanka Currency and Security  
Print (Pvt) Limited.

  
.....  
Manoj Dissanayake  
Branch President - ICEU

**Witnesses 2:**

  
.....  
Prasad de Silva  
Asst. Director-General  
The Employers' Federation of Ceylon

  
.....  
W.M. Thilakarathne  
Branch Asst. Secretary - ICEU

## MEMORANDUM OF UNDERSTANDING

Annexure I

This Memorandum of Understanding entered into between De La Rue Currency and Security Print (Pvt) Ltd. of Export Processing Zone, Biyagama, Malwana, (hereinafter referred to as "the Employer") and Inter Company Employees, Union having its registered office at No. 158/18, E. D. Dabare Mawatha, Colombo 5, (hereinafter referred to as "the Union").

WHEREAS the Employer intends expanding production with the commissioning of a new production line. This requires the implementation of a new work arrangement, which will consist of shift patterns for continuous production. The production expansion may require mobility of all employees in terms of their work arrangements and machines, depending on requirements of production and skill levels.

The Union, its Branch at De La Rue Currency and Security Print (Pvt) Ltd. and other employees have had many rounds of discussions on the new work arrangements over a period of time and have now agreed on a common understanding in relation to work, the new work arrangements and remuneration.

1. **Coverage** .- This Memorandum of Understanding will cover and bind the Employer and the Union and members of the Union employed by the Employer on monthly contracts related to production; who will be required to work on the new 24/7 shift system morefully described in the Schedule annexed hereto.

2. **Effective Date and Operation of the Agreement** .- With the commissioning of the new production line this Agreement will come into effect.

3. **24/7 Work Arrangement**.- The new 24/7 work arrangement consists of a 24-hour operation divided into three shifts operating seven days of the week. For this purpose the employees will be divided into four crews, the details of which are morefully described in Schedule 1 annexed hereto.

4. **Remuneration**.-

- (i) **Shift Allowance**  
Each employee on the new 24/7 work arrangement will be entitled to a shift allowance that is in operation.
- (ii) According to the work arrangement of the four crews, described in Schedule 1, if an employee's shift falls on a Sunday, payment will be made at the rate of one and half (1 1/2) times the hourly rate.
- (iii) In the same circumstances described in the paragraph (ii) above, if an employee's shift falls on a Saturday, an additional payment will be made at the rate of 0.75 times the hourly rate.
- (iv) Similarly, if the normal shift of an employee falls on a Poya Day or any prescribed Statutory Holiday, an additional payment will be made at the rate of 1 1/2 times the hourly rate.
- (v) If an employee is required to work on his / her rest day, the rate of payment for working on such a rest day will be at 1 1/2 times the hourly rate.
- (vi) If an employee is required to work on his / her off day, the rate of payment for working on such off day will be made at double the hourly rate.
- (vii) If a statutory holiday coincides with an off day of an employee, a day in lieu will be granted before the 31<sup>st</sup> of December of the relevant year.

5. It is agreed that there will be a general 'shut down' of machines on the following four days, i.e. day prior to Sinhala and Tamil New Year, Sinhala and Tamil New Year, Vesak Full Moon Poya Day and May Day.

6. According to the 24/7 work arrangement there will be employees whose normal shift falls on a statutory holiday or a Poya day and, therefore, they will be required to work on such days. The roster indicating the shift pattern of all four crews will be displayed on all notice boards well in advance. If an employee wishes to avail such poya or statutory holiday, he / she has to inform the Employer one (1) week, in advance, so that the Employer is able to make alternate arrangements to maintain the necessary cadre.

However, such applications will be allowed on a first - come - first - served basis subject to a maximum number of employees depending on the particular shift, availability of skilled crew to man the shift. such a mechanism is necessary in order to avoid a total breakdown of operations and to avoid unplanned production stoppages.

7. Security personnel presently on a continuous shift system will not be covered by this Memorandum of Understanding.

8. This Memorandum of Understanding will not cover the Administrative Staff of the Employer.

9. At present the Employer does not envisage employing females for night work. However if the need arises the employer will follow the provisions of the law prior to employing them on night work.

10. It is agreed that maintenance staff will be required to work during 'Shut Down'/ holidays for maintenance work.

In witness hereof parties have set their hands hereunto on this 12<sup>th</sup> day of May Two Thousand Nine.

for and on behalf of DE LA RUE CURRENCY & SECURITY PRINT (PVT) LTD

for and on behalf of INTER COMPANY EMPLOYEES UNION

Name : D.A. De Silva Name : D. I. Abdeen Designation : General Manager Designation : Organising Secretary

Witnesses

1. Name : MARK FLECK Designation : Director of Manufacturing

2. Name : Patricia Fernando Designation : Maintenance Tech (Secretary)

1. Name : Manel Weerawardana Designation : HR Manager

2. Name : H. Ananda Designation : Vice President

SCHEDULE I

SL2 - 24/7 Shift arrangement

	Week 1							Week 2							Week 3							Week 4														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						
	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M						
Crew 1	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N		
Crew 2	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O			
Crew 3	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M			
Crew 4	R	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A	A	N	N	O	M	M	A			

- M - Morning shift - 5.55 am to 2.00 pm
- A - Afternoon shift - 1.55 pm to 10.00 pm
- N - Night shift - 9.55 pm to 6.00 am
- R - Rest day after night
- O - Weekly Off day

Annex II

**MEMORANDUM OF UNDERSTANDING  
BETWEEN INTER - COMPANY EMPLOYEES' UNION (ICEU) AND  
DELARUE LANKA CURRENCY AND SECURITY PRINT (PVT) LTD.**

Based on the negotiations for the collective agreement effective valid from 1<sup>st</sup> October 2015 to 30<sup>th</sup> June 2018 both parties agree to the following;

1. The following salary anomalies will be adjusted with effect from 1<sup>st</sup> October 2015.
  - (a). The salary anomaly between the old SFD operative and NEW SFD operatives.
  - (b). The varying salaries offered to Security Logistics Officers and Lady Security Officers will be normalized to the level of 'Junior Security Officer'. The designations will change to 'Security Officer' to reflect the work they carry out.
2. The porter designation will be re - titled as Production Assistant and a salary adjustment will be made in line with the additional responsibilities that they are expected to carry out.
  - (a) Accordingly, the Production Assistant will be appointed as a Printer III and the salary adjusted in keeping with the additional responsibility that is required.

The above changes are relevant only to those on Print Machines.



3. The Roland and Bobst Printer II's will be considered as a Printer I based on meeting the following criteria;
- Be able to effectively facilitate structured problem solving.
  - Must be able to competently lead and run all 3 machines (Screen, Roland and Bobst) OR two Sub - Processes and one Core Process.
  - Must be able to complete a make - ready on all 3 machines ( Screen, Roland and Bobst) machines.
  - Run all 3 ( Screen, Roland and Bobst) machines.
  - Be able to train new employees on the machines.


In order for the next level below the Printer II's, the Production Assistant will be considered for the position of PII based on successfully meeting the following criteria;

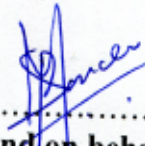
- Must be able to competently lead and run 1 machine.
  - Must be able to complete a make ready on any 1 of the 3 machines ( Screen, Roland and Bobst).
  - Run all 3 machines (Screen, Roland and Bobst ) during absenteeism cover and breakdowns, etc.
4. The Acting up allowances for those in the Production function will be given 100% of the day's wage of the acting up position instead of their normal salary.

The acting as relief for Front Line Managers will be on a different scheme to the acting up payment mentioned above.

5. The appointments to the supervisory type role at the Material department will be completed on or before the 24th December, 2015. It has been discussed and agreed between both parties that the Material Inspector position will not exist in the Company. This is due to the re-structuring that is required to achieve the ISO 14298 status. The appointments will be based on company's internal recruitment and selection process.
6. The SFD operatives who were appointed to work on a project at the Material section to be recognized and the salary adjustments to be made accordingly.
7. The Plate Maker's (Indika Geetharatne) salary to be adjusted to that of a Printer I in accordance with the additional responsibility.
8. The Branch Union and Company will discuss and agree on the ability to release on-shift employees for 4 hours for the Annual General Meeting (AGM) of the Union, strictly based on the Production plan. Both parties agree that the commitment to the customer requirement of OTIF (on time in full) will not be compromised under any circumstance. Therefore, the Branch Union will inform the management at least 2 months in advance of the AGM date and both parties will work together to consider the possibility of releasing on - shift employees. Further the union understands that the primary objective is to meet the customer requirements/delivery deadlines.
9. The current collective agreement signed under Industrial Disputes Act will continue to be in force to assure that industrial peace for the benefit of both parties until the new collective agreement is signed.

In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 17<sup>th</sup> day of November Two Thousand and Fifteen.

  
 For and on behalf of De La Rue  
 Lanka Currency & Security Print (Pvt) Ltd  
 Secretary & Company Secretaries

  
 For and on behalf of Inter  
 Company Employees Union

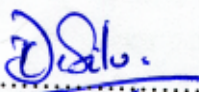
Name : Andrew Hydes

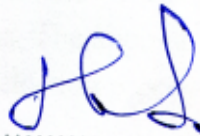
Designation: Director/Head of Operations

Name : Piyasena Hettiarachchi

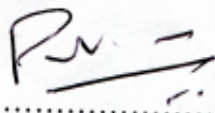
Designation: Senior Asst. Secretary


**Witnesses 1:**

  
 Maduka de Silva  
 Human Resources Manager  
 De La Rue Lanka Currency & Security  
 Print (Pvt) Limited.

  
 Manoj Dissanayake  
 Branch President - ICEU

**Witnesses 2:**

  
 Prasad de Silva  
 Asst. Director-General  
 The Employers' Federation of Ceylon

  
 W.M. Thilakaratne  
 Branch Asst. Secretary - ICEU

### THE INDUSTRIAL DISPUTES ACT CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, No. 385J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Workers' Congress, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07, Lanka Jathika Estate Workers' Union, No. 60, Bandaranaikepura, Sri Jayawardenapura Mawatha, Rajagiriya and the Joint Plantations Trade Union Centre, No. 89, Dharmapala Mawatha, Matale of the other part on 18th day of October 2016, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATUNGA,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
9th November, 2016.

### Collective Agreement No. 35 of 2016

#### PLANTATION WORKERS WAGES COLLECTIVE AGREEMENT 2016 - 18

This Agreement made and entered into between the Employers' Federation of Ceylon having its registered office at No. 385J3, Old Kotte Road, Rajagiriya of the First Part (hereinafter called and referred to as the party of the First Part, which term shall mean and include the member Companies whose names are mentioned in the annexed Schedule) and the Ceylon Workers' Congress, having its registered office at No. 72, Ananda Coomaraswamy Mawatha, Colombo 07, the Lanka Jathika Estate Workers' Union, having its registered office at No. 60, Bandaranaikepura, Sri Jayawardenapura Mawatha, Rajagiriya and the Joint Plantations Trade Union Centre having its registered office at No. 89, Dharmapala Mawatha, Matale of the Second Part (hereinafter jointly and severally called the party of the Second Part).

Whereas negotiations took place between the said parties to revise the Wage Collective Agreement entered into between them on 04th April 2013 (Collective Agreement No. 10 of 2013) in respect of the manual grade employees in the Tea and Rubber Plantations under the Management of the said companies which the said parties consider to be in place until such time the revised terms agreed by and on behalf of the parties as set out hereunder in respect of wages and other relevant payments become effective from 15th October 2016;

1. The employees working on daily rates of pay in a manual capacity shall with effect from the effective date receive the following remuneration package.

#### A. Tea

- (i) A daily wage of Rs. 500/- on which EPF and ETF benefits shall be paid.
- (ii) A daily attendance incentive of Rs. 60/- shall be paid to workers whose attendance is 75% and over of the number of days' work offered per month. In computing the number of days work offered, work offered on Sundays, Poya days and other statutory holidays shall not be counted.

In the event, the required 75% attendance works out to a decimal of full figure, the figure shall be rounded down to the completed full figure before the decimal point.

In the case of the worker who has qualified for the payment of Attendance Incentive, during the preceding 3 month period, but he/she is hospitalized in the qualifying month, such worker will be considered for the payment of Attendance Incentive as if he/she has worked on the days he/she was hospitalized and the relevant days would be notionally added for qualification for Attendance Incentive. It is mandatory for the period of hospitalization to be supported by documentary evidence confirming in-house treatment at a Government/registered hospital.

- (iii) A fixed Price Share Supplement of a sum of Rs. 30/- per day.
- (iv) A productivity incentive of Rs. 140/- per day shall be paid to a worker on the days norm task has been achieved. Norms/ Task shall be those currently in place. Any revision shall only be done in consultation and in agreement with the Union Action Committee at estate level based on past practices.
- (v) The payments referred to at (ii) (iii) and (iv) above shall not constitute part of an employee's earnings for the payment of any consequential benefits such as EPF, ETF etc., thereon.
- (vi) The over kilo rate of Tea shall be Rs. 25/-.
- (vii) For work performed on a Sunday the Employer shall pay 1 1/2 times of the basic wage of Rs. 500/- and the fixed PSS of Rs. 30/-.

**B. RUBBER**

- (i) A daily wage of Rs. 500/- on which EPF and ETF benefits shall be paid.
- (ii) A daily attendance incentive of Rs. 60/- shall be paid to workers whose attendance is 75% and over of the number of 'days' work offered per month. In computing the number of days work offered, work offered on Sundays, Poya days and other statutory holidays shall not be counted.

When the required 75% attendance works out to a decimal of a full figure, the figure shall be rounded down to the completed full figure before the decimal point.

In the case of the worker who has qualified for the payment of Attendance Incentive, during the preceding 3 month period, but he/ she is hospitalized in the qualifying month, such worker will be considered for the payment of Attendance Incentive as if he/she has worked on the days he/she was hospitalized and the relevant days would be notionally added for qualification for Attendance Incentive. It is mandatory for the period of hospitalization to be supported by documentary evidence confirming in-house treatment at a Government/registered hospital.

- (iii) A Fixed Price Share Supplement of a sum of Rs. 30/- per day.
- (iv) A productivity incentive of Rs. 140/- per day shall be paid to a worker on the days norm/task has been achieved. Norms/ Task shall be those currently in place. Any revision shall only be done in consultation and in agreement with the Union Action Committee at estate level based on past practices.
- (v) The payments referred to at (ii), (iii) and (iv) above shall not constitute part of an employee's earnings for the payment of any consequential benefits such as EPF, ETF etc., thereon.
- (vi) The over kilo rate of Rubber shall be Rs. 35/-.
- (vii) For work performed on a Sunday the Employer shall pay 1 1/2 times of the basic wage of Rs. 500/- and fixed PSS of Rs. 30/-.

C. There will be no other payment in addition to the payments referred to in terms of items 1A and 1B.

2. Parties agree that the remuneration package as determined under Clause 1 above, shall come into force and apply for a minimum period of 2 years (two years) commencing 15th October 2016 and shall continue to be in force thereafter unless it is abrogated by either party by giving one month's notice to the other. Further, it is agreed that until such time this agreement is at an end neither party shall in any manner add or attempt to add to, vary or alter this remuneration package or any of the direct monetary payments currently applicable to the employees.

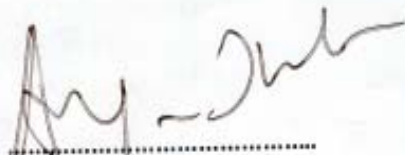
3. The Unions undertake to support the improvement of productivity of the industry and at estate level by moving to a productivity linked wage regime based on revenue share/out-grower models etc., through the next agreement. In pursuance of this objective, parties agree to meet and discuss the modalities of implementing the above during the course of this agreement.


4. In order to ensure 'equal value for work without discrimination' payments linked to norms in respect of both gender shall be made taking into account those applicable at the time (i.e. current norms) for females in the case of plucking tea and men in the case of tasks. There will be no distinction made in applying current norms for tapping.

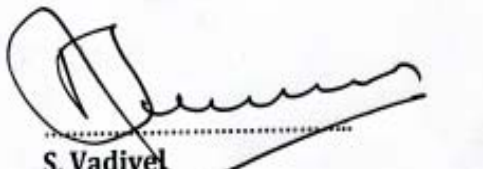
5. This Agreement is entered into in accordance with Clause 6 Collective Agreement No. 13 of 2003 and until such time the said Agreement is renegotiated, provisions stipulated therein shall apply other than in respect of matters covered herein including those specifically mentioned in clause 3 above.

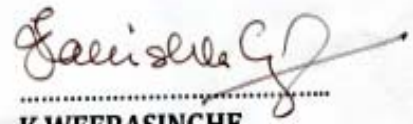
6. The provisions of this Agreement shall supersede and replace the provisions of the Plantation Workers' Wage Collective Agreement No.10 of 2013.
7. The parties once again agree to co-operate and commit themselves in improving the efficiency and productivity of the estates and encourage more dialogue and settlement of operational issues at estate level in harmony.
8. The RPCs shall continue to maintain fields and keep them cleaned.


In witness hereof parties have set their hands unto on this 18<sup>th</sup> day of October 2016 at Colombo.

  
.....  
**A THONDAMAN**  
General Secretary  
Ceylon Workers Congress

  
.....  
**S S POHOLIYADDE**  
Chairman  
Plantation Service Group  
Employers Federation of Ceylon

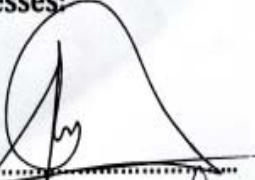
  
.....  
**S. Vadivel**  
General Secretary  
Lanka Jathika Estate Workers Union


  
.....  
**K WEERASINGHE**  
Director General  
Employers Federation of Ceylon

  
.....  
**S RAMANATHAN**  
President Secretary  
Joint Plantations Trade Union Centre




**Witnesses:**

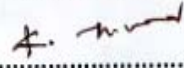
  
 .....  
 T. Gunawardena  
 Vice Chairman  
 Plantation Service Group  
 Employers Federation of Ceylon


  
 .....  
 M. Sivalingam  
 President  
 Ceylon Workers Congress

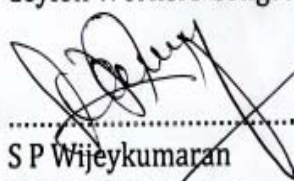
  
 .....  
 S.K.L. Obeyesekere  
 CEO Balangoda Plantations PLC  
 & Madulsima Plantations PLC

  
 .....  
 V. Rujiradeepan  
 Administrative Secretary  
 Lanka Jathika Estate Workers Union

  
 .....  
 P.G. Chandrasena  
 Deputy President  
 Joint Plantations Trade Union Centre

  
 .....  
 K. Marimuttu  
 Vice President  
 Ceylon Workers Congress

  
 .....  
 S. Murugiah  
 Assistant Secretary  
 Joint Plantations Trade Union Centre

  
 .....  
 S.P. Wijeykumaran  
 National Organiser  
 Lanka Jathika Estate Workers Union

**SCHEDULE**

1. Agalawatte Plantations PLC
2. Agarapatana Plantations PLC
3. Balangoda Plantations PLC
4. ~~Bogawantalawa Tea Estates PLC~~
5. Elkaduwa Plantations Ltd
6. Elpitiya Plantations PLC
7. Hapugastenne Plantations PLC
8. Horana Plantations PLC
9. Kahawatte Plantations PLC
10. Kegalle Plantations PLC
11. Kelani Valley Plantations PLC
12. Kotagala Plantations PLC
13. ~~Madulsima Plantations PLC~~
14. ~~Malwatte Valley Plantations PLC~~
15. Maskeliya Plantations PLC
16. Maturata Plantations PLC
17. ~~Namunukula Plantations PLC~~
18. Pussellawa Plantations Ltd
19. Talawakelle Tea Estates PLC
20. Udapussellawa Plantations PLC
21. Watawala Plantations PLC

*Handwritten notes and signatures:*  
- A large signature is written over items 1-3.  
- Item 4 is crossed out with a blue line. A note next to it says: "Struck off as per company intention. 18/10/16".  
- A large signature is written over items 5-10.  
- A signature is written over item 11.  
- A signature is written over item 12.  
- A signature is written over item 13.  
- A signature is written over item 14.  
- A signature is written over item 15.  
- A signature is written over item 16.  
- A signature is written over item 17.  
- A signature is written over item 18.  
- A signature is written over item 19.  
- A signature is written over item 20.  
- A signature is written over item 21.  
- There are several other smaller signatures and initials scattered throughout the list.