

**COLLECTIVE**

**AGREEMENTS**

**IN SRI LANKA**

**FRIEDRICH – EBERT – STIFTUNG**



64 வது பிறந்ததின  
th Birthday

ஞாபகார்த்த  
அன்பளிப்பு

## Memorial Presentation



சர்வதேச சுதந்திர ஆசிரியர் சங்க சம்மேளனம்  
பிரெடரிச் ஈபேர்ட் ின்றம்,  
இலங்கைத் தமிழர் ஆசிரியர் சங்கம் - ஆதியன.

இலங்கைத் தமிழர் ஆசிரியர் சங்கத்தின் முந்நாள் தலைவர்  
அறர் டி, எஸ். கே. வணசிங்கா அவர்களின்  
64 வது பிறந்த தினமாகிய 13-01-1990 ஆம் திகதி,  
அவரின் நீண்டகால மகத்தான தொழிற்சங்க சேவையின்  
ஞாபகார்த்தமாக இந்நூல் வழங்கப்படுகின்றது.

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Rendered to the Trade Union Movement by  
**Late D. S. K. Wanasinghe, Ex-President**  
of Ceylon Tamil Teachers Union, on his  
**64th Birthday on 13-01-1990**

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# COLLECTIVE AGREEMENTS IN SRI LANKA

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FRIEDRICH - EBERT - STIFTUNG

Colombo

1987

COLLECTIVE AGREEMENTS IN  
SRI LANKA

P. NAVARATNE

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F O R E W O R D

"Collective Agreements in Sri Lanka" is the latest book by P Navaratne, Secretary, Wages Boards and Remuneration Tribunals on the terms and conditions of employment in Sri Lanka. It constitutes an integral part of a series of monographs published by the Friedrich Ebert Stiftung on the legal regulatory framework of the terms and conditions of employment in Sri Lanka. We have already published the consolidated Labour Laws and the decisions of the Wages Boards and Remuneration Tribunals as a part of this series. The series will be completed with the publication of commentaries on the different labour laws which will include both case law and the relevant Regulations in due course.

The present work includes beside a brief history and an analysis of the area covered, the legal sources of the right to collective bargaining and an overview of so-called unratified Collective Agreements which came into being prior to the enactment of the Industrial Disputes Act in 1950. Beyond this the reader will find an exhaustive presentation of the salient features of ratified Collective Agreements which have lapsed but which are still of some relevance for workers today. The bulkiest chapter deals with the contents of the new ratified Collective Agreements which are currently in force and which constitute the framework for the terms and conditions of employment for a number of workers in the private sector.

In writing this monograph on Collective Agreements in Sri Lanka, the author faced some difficulties and problems on account of the non-existence of literature and secondary sources relating to this topic. Therefore, Mr Navaratne could only refer to the legal sources and the Collective Agreements themselves.

Mr Navaratne's indepth knowledge and experience is more than amply reflected in this monograph. He was assisted by an Advisory Committee consisting of Trade Unionists, Labour Officials, Lawyers and Labour Educationists. The working papers were carefully discussed by a Sub-Committee consisting of Mr S R Adikari - Friedrich Ebert Stiftung, Mr Ashrof Aziz - Democratic Workers' Congress, Mr Gerd Botterweck - Friedrich Ebert Stiftung, Mr George Perera - Ceylon Federation of Labour, Mr M Suppiah - Ceylon Workers' Congress, and Mr A William - Ceylon Federation of Trade Unions.

The Advisory Committee consists apart from the members of the Sub-Committee of the following : Mr Nigel Hatch - Attorney-At-Law, Mr K C Nadarajah Lanka Jathika Estate Workers' Union, Mr K G Pathiraja - Institute of Workers' Education, Prof. G L Peiris - University of Colombo, Mr Raja Premaratne-Sri Lanka Nidhahas Sevaka Sangamaya, Mr T W Rajaratnam - former Supreme Court Judge, Mr Ranjit de Silva - Jathika Sevaka Sangamaya, Mr G D G P Soysa - Foreign Employment Bureau, Dr D Wesumperuma - Sri Lanka Foundation Institute, Mr G Weerakoon - Department of Labour and Mr T Wijemanne - Ministry of Foreign Affairs.

I am also grateful to Mr Nigel Hatch for having assisted with the tedious work of editing this monograph. We also do not want to forget the Late Mr Vernon Wijesinghe, former Joint Secretary of the Ceylon Mercantile Industrial and General Workers' Union, who originally drafted a slim brochure on Collective Agreements which contained useful information and data which was of assistance to the author. Last but not least I want to thank my staff for the hard and busy work behind the scenes.

September, 1987

Colombo

GERD BOTTERWECK

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## CORRECTIONS & ADDITIONS

PAGE & LINE	ERROR	CORRECTED VERSION/ADDITIONS
06 Line 22	Leather Products Corporation	Ceylon Leather Products Corporation
20 Line 08	regulation relation	regulation of relations
22 Line 05	Scientist	Scientists
25 Line 10	to be be taken	to be taken
36 Line 12	contact	contrast
47 Line 19	(i) Continuance in employment upto 60 yrs in the discretion of employer	(i) Option to retire upto 60 years
50 Line 9	Tea or or	Tea or
57 Line 17	upon in terms	upon terms
58 Line 1	Grade IV for Officers	Grade IV Officers
72		Add: CCPI figures for: 87 Aug : 658.1 87 Sept : 655.6 87 Oct : 665.8 87 Nov : 677.8
75 Line 21	This will result in a recur- ring loss of the increment for the rest of the carrier.	which will result in a loss of the increase due, for a particular period of time.
108 Line 21	Casual Leave not be taken	Casual Leave not to be taken
111 Line 22	Training, Footwear	Tanning, Footwear
121 last Line	such special	such circumstances
127 Line 20	occupation	occupation
164 Line 02	Bata Show Co Ceylon Ltd	Bata Shoe Co Ceylon Ltd
165 Line 21	Unions/Employer	interchange the name of union as well as the employer

(No 4 of 1979)



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LIST OF ABBREVIATIONS

CA	=	Collective Agreement
CAA	=	Collective Agreements
CCPI	=	Colombo Consumer Price Index
CLA	=	Cost of Living Allowance
GOBU	=	Government Owned Business Undertakings
ID	=	Industrial Dispute
IDA	=	Industrial Disputes Act
ILO	=	International Labour Organisation
JEDB	=	Janatha Estates Development Board
O/T	=	Overtime
SC	=	Supreme Court
SCM	=	Supreme Court Minutes
SLA	=	Special Living Allowance
SPCC	=	State Plantation Corporation of Ceylon (now of Sri Lanka)
TUO	=	Trade Union Ordinance



## 1. INTRODUCTION

This book is structured in the following manner so that it would be useful to students of labour relations, trade unionists and social scientists.

### Chapter 1 - Introduction -

with a brief history and an analysis of the areas covered.

### Chapter 2 - Right to Collective Bargaining -

This chapter lays emphasis on international and national legal instruments which recognise this right, and also focuses on its implementation.

### Chapter 3 - Unratified Collective Agreements -

This chapter deals with recognised Agreements which were in operation prior to the enactment of the IDA.

### Chapter 4 - Some salient features in old ratified Collective Agreements -

These are Agreements which were ratified in terms of the IDA but which have now lapsed for different reasons. This chapter consists of three major sub-divisions, namely:

- Agreements which influenced legislation.
- Old Agreements where the parties are non-existent but which continue to be followed in good faith.
- Collective Agreements of significance to Trade Unions and workers, which are however no longer legally valid.

### Chapter 5 - New ratified Collective Agreements -

This chapter comprehensively covers new agreements ratified in terms of the IDA and which are currently in force.

1.1 BRIEF HISTORY

Even prior to the enactment of the Trade Union Ordinance in Sri Lanka in 1935 both employers and employees had begun organising themselves as a consequence of the interplay and impact of inter alia the following factors:

- the Russian Revolution of 1917,
- the effects of the Labour Government in Britain under Ramsay McDonald, and
- the "Great Depression" of 1931.

The Trade Union Ordinance No 14 of 1935 recognised the twin rights to organise and collective bargaining, which were the two essential elements enshrined in the International Labour Organisation (ILO) instrument entitled the Convention on the Application of the Principles of the Right to organise and to bargain collectively No 98 of 1949, which was ratified 14 years after the enactment of the Trade Union Ordinance.

Though there was a steady growth of Trade Unions, it was only in 1953 with the Dock, Harbour and Port Transport Trade (Port of Colombo) Agreement that a Collective Agreement received official recognition in terms of the IDA for the first time.

Those Agreements which were signed during the early period, could be termed "Memoranda of Settlement", as statutory provision for the imposition of sanctions was non-existent in the event of a breach of the terms of an agreement.

The reason for the absence of both adequate official information regarding early Agreements and their existence per se could be the lack of legal provision to transmit bipartite agreements for official sanction. This lacuna was filled by the Industrial Disputes Act No 43 of 1950, which provided for and accorded the force of law to Collective Agreements that were gazetted in terms of the procedure laid down in the Act.

The study of the development of labour relations reveals that Collective Agreements were not pure "gentlemen's agreements", and that Trade Unions under the colonial administration had to continue their struggle to obtain their legitimate demands. The Collective Agreements that came into being in the 1950s' are evidence of this fact. There are references to Industrial Court decisions in most of these agreements which indicate that major disputes arose which necessitated the Minister to invoke his statutory power to refer such major disputes for settlement to an Industrial Court in terms of the IDA which subsequently lead to an award being made thereon. In the end both the employers and labour realised the need for permanent peace since industrial strife had adverse consequences for both parties.

Examples of such Agreements that arose from IDs' are:

- ID 49 and 50 lead to CAA Nos. 1 and 3 of 1959.

- ID 48 lead to CA No. 2 of 1959.

- ID 47 lead to CAA Nos. 4 and 5 of 1959.

- ID 1 lead to CA No. 1 of 1961.

- ID 121, 122, 137, 140, 141 and 150 lead to CAA Nos 3 and 4 of 1963.

Most of the present Trade Unions which enjoy a long history have fought bitter struggles to win just demands for their brothers; to save a fellow worker from victimisation or to win a decent wage since the employer was not concerned with these issues which are integral to social justice.

An analysis of over 200 Collective Agreements which received official sanction for publication in the Gazette, reveals that most of them contain clauses providing for and enabling payment of better wages than the legal minima, improved terms and conditions, trade union recognition for purposes of bargaining, superannuation benefits, terminal benefits, non-victimisation for participants in trade union activities and other related matters which are not regulated by statute.

However, in the process of time owing to consistent trade union agitation and changes of government whose policies were more responsive to the welfare of labour, a series of radical changes in the nature and content of labour law was brought about. Also some of the major corporate concerns which happened to be the focal points of trade union agitation were nationalised thus enabling the workers to enjoy improved conditions post-nationalisation than what they previously enjoyed under their previous foreign or local owners.

The enactment of the Shop and Office Employees' Act in 1954 and the Employees' Provident Fund Act in 1958, and the nationalization of the transport, ports, gas and petroleum were some of the legal and political developments which resulted in the changes more favourable to labour adverted to above.

In the 1970s and 1980s both Employers as well as Trade Unions, have cultivated and learned through years of mutual experience the need for mutual benefits by entering into Collective Agreements. Parties now enter into agreements which provide amongst other things, payment of non-recurring cost of living gratuity payable on the variable cost of living index, grievance resolution procedures and disciplinary procedures.

These changes no doubt appear to have a healthy growth in the field of labour relations which all right thinking people should emulate for the betterment of all citizens.

## 1.2 FIELD COVERED

It would be of relevance to analyse the area covered in this monograph within the wider framework of a sectoral breakdown of the National Economy on either of the following bases:

- I. A subdivision of the national economy on the basis of the ownership of property and the means of production and whether the enterprise in question comes under public or private law; or a

II. Subdivision of the national economy industrywise irrespective of the ownership situation and the legal status.

With reference to (I) above the Sri Lankan economy can be divided into the following six (6) broad sectors:

- 1) State Sector (Public Service)
- 2) Corporation Sector (this includes State Banks, mercantile, commercial and industrial State Enterprises and State Plantations)
- 3) Government Owned Business Undertakings (GOBU)
- 4) Local Government Sector
- 5) Co-operative Sector
- 6) Private Sector (Private Banks, including Banks owned by foreign Governments, mercantile, commercial and industrial Private Enterprises including Public Companies whose shares are partly owned by the State, Private Plantations)

The Sectors numbered 2) - 5) above are also referred to as the semi-governmental Sector.

With reference to Collective Agreements the following analysis can be made in relation to the above sub-division:

- (1) State Sector: Though the Trade Union Ordinance is applicable subject to limitations, there is no provision for entry into Collective Agreements (see also section 49 IDA).
- (2) Corporation Sector: A State Corporation can be defined to mean any body, board, authority incorporated by a special Act of Parliament. This sector could be further sub-divided into:

- a) State Banks: There exist only a few Collective Agreements that have been entered into between Trade Unions of employees and the State Banks. Of these State Banks the Central Bank forms the controlling bank since it regulates the implementation of the Governments monetary policies, while the Peoples' Bank for example is a commercial bank.

The operative Collective Agreements in the State Banking sector are:

CA No. 2 of 1967, which embodies the agreement entered into between Ceylon Bank Employees' Union and the Peoples' Bank,

CAA Nos. 4, 5 and 6 of 1968, embody 3 separate agreements entered into between the Monetary Board of the Central Bank of Ceylon on the one part, and on the other part the:

- Central Bank Employees' Union,
- Central Bank Employees' Independent Union, and the
- Mathiya Vangi Tamil Ooziar Sangam (separately signed.)

Other components of these agreements are in force though the wages component has changed substantially.

- b) Mercantile, commercial and industrial enterprises: The only Collective Agreement in the commercial sector is No. 1 of 1968, entered into between the Leather Products Corporation Workers' Union and the Leather Products Corporation. This has not been revised.
- c) Plantations: Prior to the introduction of the Industrial Disputes Act, the Ceylon Workers' Congress negotiated two bi-partite agreements with the Ceylon Estates Employers' Federation. These agreements were commonly termed the Seven-Point Agreement and the Thirteen Point Agreement respectively. During that period the estates were still under private ownership.

CA No. 3 of 1967 was signed by the same parties, and with the enactment of both the Land Reform Law and the Estate (Control of Transfer and Acquisition) Act in 1972, the Ceylon Estates Employers Federation was dissolved.

Most of the plantations were taken over by two state plantation corporations established for that purpose, the Janatha Estates Development Board (JEDB), and the State Plantations Corporation of Ceylon (SPCC). The nationalization process took about 3 years to be completed and though the CAA entered into with the Ceylon Estates Employers' Federation before nationalization was completed ceased to exist with the vesting of the estates, the JEDB and the SPCC who succeeded the Ceylon Estates Employers Federation continued to comply with the terms of those CAA.

- (3) Government Owned Business Undertakings: The State could take over any undertaking exercising its powers under the Business Acquisition Act of 1971. Post vesting in the State the provisions of the Industrial Disputes Act will not apply to the GOBU employees as it is the prevailing legal view that Section 49 of the IDA precludes the granting of any relief under the IDA to employees of GOBUs. As such no Collective Agreements could be entered into post vesting in the State, while those that existed prior to the vesting would not bind the State.
- (4) Local Government Sector: Though the Trade Union Ordinance is applicable, no Collective Agreements have been entered into this sector. Section 49 of the IDA applies to this sector as well.
- (5) Co-operative Sector: There is no evidence of any Agreements in this sector, specifically because of the non-applicability of the Industrial Disputes Act (see section 39 of the Co-operative Employees' Commission Law No 36 of 1972).

(6) Private Sector:

a) Private Banks:

Trade Unions, have negotiated several Collective Agreements in this sector.

b) Mercantile, Commercial and Industrial enterprises:

The highest number of Collective Agreements have been negotiated in this sector both at plant level and at the level of specific industries cum trades.

With reference to (II) above: For our purpose however, of analysing Collective Agreements industrywise in terms of the 2nd analytical basis adverted to above it would suffice if the national economy is subdivided into the following three main sectors (industries):

1) the Banking Sector,

2) the Mercantile, Commercial and Industrial Sector; and the

3) Plantation Sector.

The analysis of both the old and new Collective Agreements in Chapters 4 and 5 below is done within the above framework.



## 2. RIGHT TO COLLECTIVE BARGAINING

This Chapter focuses on the relevant legal sources which relate to the right to Collective Bargaining, such as the Constitutional guarantees, the provisions of the Trade Union Ordinance, the Industrial Disputes Act and the ILO instruments such as Conventions and Recommendations all of which are reproduced below to facilitate easy reference.

### 2.1 CONSTITUTIONAL GUARANTEES

The Constitution of the Democratic Socialist Republic of Sri Lanka of 1978 guarantees the following fundamental rights to all citizens:

In terms of Article 14 (1) every citizen is entitled to -

- (a) the freedom of speech and expression including publication;
- (b) the freedom of peaceful assembly;
- (c) the freedom of association;
- (d) the freedom to form and join a Trade Union.

The exercise of the above fundamental rights however are subject to certain limitations, as may be prescribed by law in the interest of national security, national economy, harmony or public order. (vide Article 15).

Article 17 read with Article 126 provides a Constitutional remedy to any citizen to seek relief from the Supreme Court on the basis of an infringement of a Fundamental Right by Executive or Administrative action.

The right to Collective Bargaining which enable Trade Unions to sign Collective Agreements have undoubtedly been strengthened by these Constitutional guarantees which ensure the freedom of association and the freedom to form and join a Trade Union.

## 2.2 TRADE UNION AS A BARGAINING PARTNER

The Trade Union Ordinance is the first legislative enactment in Sri Lanka that recognised the right to organise. A "Trade Union" is defined as:

any association or combination of workmen or employers, whether temporary or permanent, having among its objects one or more of the following objects:

- a) the regulation of relations between workmen and employers, or between workmen and workmen or between employers and employers; or
- b) the imposing of restrictive conditions on the conduct of any trade or business or
- c) the representation of either workmen or employers in trade disputes; or
- d) the promotion or organization of financing of strikes or lock-outs in any trade or industry or the provision of pay or other benefits for its members during a strike or lock-out,

and includes any federation of two or more trade unions.

In relation to public sector trade unions the following provisions apply:

- a) only two outsiders will be permitted.
- b) no political objectives clause.
- c) prohibition to federate and affiliate as far as peace officers and staff officers.

Members of the judiciary, the police and those employed in the armed forces, cannot organise themselves by the formation of a trade union (see section 20 TUO).

## 2.3 DEFINITION AND PROCEDURAL ASPECTS UNDER THE INDUSTRIAL DISPUTES ACT

### 2.3.1 Definition of a Collective Agreement

While the law recognised a registered Trade Union as a legal person possessing certain features of a corporate entity, the IDA No 43 of 1950 provided a statutory framework for legalising Collective Agreements. According to the definition contained in the Industrial Disputes Act, a Collective Agreement means an Agreement between any employer or employees on the one hand and any workmen or Trade Union or Trade Unions consisting of workmen on the other relating

- (i) to the terms and conditions of employment of any workmen, or
- (ii) to the privileges, rights or duties between the respective parties, or
- (iii) to the manner of settlement of any ID. (vide section 5 (1) of the IDA).

In terms of section 5 (2) reference shall be made in the CA to the parties to whom it would relate.

### 2.3.2 The role of the Commissioner of Labour in relation to CAA

A signed copy of the Agreement may be transmitted by either party to the Commissioner of Labour, and provided the Commissioner is satisfied that the terms and conditions of employment are not less favourable than those applicable to any other workman in the same or similar industry in that district, he is required to cause the Agreement to be published in the Government Gazette. Until the Agreement is gazetted the terms and conditions shall not be applicable to any workman.

Any question relating to observance of required terms and conditions is decided by the Commissioner of Labour subject to an appeal to an Industrial Court (Section 6 IDA).

### 2.3.3 Date of Agreement

The Collective Agreement shall take effect from any date specified in the Agreement or, if no reference is made in the Agreement itself, from the date of publication in the Gazette.

The Agreement shall have effect for any period or until any date specified in the Agreement from the date it comes into force. Where no period or date is specified it shall terminate and cease to have effect at the end of the month immediately succeeding the month in which the Commissioner of Labour receives a notice of repudiation of the Agreement (Section 7 IDA).

### 2.3.4 Effect of an Agreement

When the Agreement is in force the terms and conditions in the Agreement are binding on all parties referred to in the Agreement and they become implied terms in the contract between the employers and the workmen bound by the Agreement (Section 8 (1) IDA).

### 2.3.5 Repudiation

The parties to the Agreement can repudiate an Agreement. It has to be done in a prescribed manner and notice of such repudiation should be given to the Commissioner and every other party to the Agreement.

Any employee who is a member of a trade union which is a party bound by the Agreement cannot repudiate the Agreement independently of such trade union. Such notice has no legal validity.

A valid notice received by the Commissioner of Labour shall be published in the Gazette with a declaration of the time at which the Agreement terminates.

Valid notice of repudiation of any Agreement shall have effect only in relation to each trade union or employer giving such notice and to the

members of any such union.

It shall, however, continue in force and have effect accordingly for other trade unions and employers bound by it and who have not repudiated it (Section 9 IDA).

#### 2.3.6 Employees not bound by an Agreement

Where there are any workmen in any industry, who are bound by a Collective Agreement, the employer in that industry is bound, unless there is a provision to the contrary in the Agreement, to observe in respect of all other workmen in that industry terms and conditions provided in the Collective Agreement or terms not less favourable (Section 8 (2) IDA).

#### 2.3.7 Duty of Employer

Every employer who is bound by a Collective Agreement, is required to exhibit the provisions of the Collective Agreement conspicuously (Section 10 B IDA).

#### 2.3.8 Extension of a Collective Agreement

The Minister of Labour is empowered to extend provisions of an Agreement to employers, who are not a party to such an Agreement if the Minister is satisfied that the Agreement has been signed between parties, who are sufficiently representative:

- a) of the employers and the workmen, or
- b) of a class of employers and a class of workmen, or
- c) of the employers and a class of workmen and
- d) of a class of employers and the workmen in such district or in such industry in Sri Lanka (vide section 10 (1) IDA).

Where the Minister makes such an order, every employer on whom the order is applicable, is bound to observe either the terms and conditions set out in the Agreement or terms and conditions which are not less favourable (vide section 10 (2) IDA).

Such an order ceases to be in force when the Collective Agreement to which it relates, ceases to be in force.

However, orders of the Minister extending the provisions of Collective Agreement have been contested in court on various occasions and the Supreme Court in its latest decision on this issue in A. F. Jones (Exporters) Ltd. v. Balasubramaniam (SC No 53/81 (SCM of 18/5/82) delivered by Justice Wanasundera held that the Minister is not empowered to make a selective extension of the provisions of any Collective Agreement. It should be noted that this decision was made by the Supreme Court on 18th May 1982 after a period of 10 years had elapsed from the date the extension order in issue became effective. However, with due application by the employers of the provisions of the said extended agreement the terms continue to be followed in good faith. The position was further strengthened in view of Section 10 (7) which empowered a Minister to rescind an order. Since no revocation had been made, those recognised terms and conditions continue to apply.

### 2.3.9 Offences

Under the Act it is an offence for any person, covered and bound by an Agreement, to aid, abet or incite the Commissioner of any act in Contravention of, or to fail to comply with any of the terms or conditions of the Agreement.

An employer covered and bound by the Agreement, cannot keep in his employment any workman on less favourable terms than those specified in the Agreement.

It is also an offence for an employer not to comply with an order made by the Minister extending the provisions of the Collective Agreement.

It is an offence for a workman or a person other than a workman to incite or induce a workman to strike or to discontinue employment or work, with a view to procuring the alteration of any of the terms of the Agreement. It is an offence for a workman to take part in a strike for the same purpose.

It is an offence for an employer, without good cause, to dismiss or reduce to a lower grade or class or otherwise punish a workman because the workman has become entitled to the benefit of a Collective Agreement.

An employer cannot commence a "lock-out" to procure the alteration of the terms and conditions of the Collective Agreement.

Every Director, every Partner, every Officer of a Trade Union is guilty of such offences unless he proves that the offence was committed without his knowledge (vide Sections 40, 43, 44 IDA).

#### 2.4 ILO CONVENTIONS AND RECOMMENDATIONS

Conventions and Recommendations are adopted by the International Labour Conference by a two-third majority. They are referred to governments of member states of the ILO, who must submit them to their national legislatures for the enactment of legislation or other action. Each state remains free to decide whether to ratify a convention or to implement a Recommendation. When a convention is ratified the state concerned becomes legally bound to apply it and to report to the ILO on the measures taken in regard. Recommendations are not open to ratification, but are intended as a guide to policy, legislation or practice. The Conventions and Recommendations relating to the freedom of association, the right to organise and collective bargaining are enumerated below:

- a) Convention No 87, concerning freedom of association and protection of the right to organise.

- b) Convention No 98, concerning the application of the principles of the right to organise and to bargain collectively. The Government of Sri Lanka ratified this Convention on 14th Dec. 1972.
- c) Convention No 154, concerning the promotion of Collective Bargaining.
- d) Recommendation No 163 concerning the promotion of Collective Bargaining. This Recommendation is of academic importance and has not been reproduced here.

Relevant Articles from the Conventions are reproduced hereunder:

2.4.1 Convention No 87:

Article 2

Workers and employers, without distinction whatsoever, shall have the right to establish and, subject only to the rules of the organisation concerned, to join organisations of their own choosing without previous authorisation.

Article 3

Workers' and employers' organisations shall have the right to draw up their constitutions and rules to elect their representatives in full freedom, to organise their administration and activities and to formulate their programmes.

Article 4

The public authorities shall refrain from any interference which would restrict this right or impede the lawful exercise thereof.



Workers' and employers' organisations shall not be liable to be dissolved or suspended by administrative authority.

#### Article 5

Workers' and employers' organisations shall have the right to establish and join federations and confederations and any such organisation, federation or confederation shall have the right to affiliate with international organisations of workers and employers.

#### Article 6

The provisions of Articles 2, 3 and 4 hereof apply to federations and confederations of workers' and employers' organisations.

#### Article 7

The acquisition of legal personality by workers' and employers' organisations, federations and confederations shall not be made subject to conditions of such a character as to restrict the application of the provisions of Article 2, 3 and 4 hereof.

#### Article 8

(1) In exercising the rights provided for in this Convention workers and employers and their respective organisations, like other persons or organised collectives, shall respect the law of the land.

(2) The law of the land shall not be such as to impair, nor shall it be so applied as to impair, the guarantees provided for in this Convention.

Article 9

(1) The extent to which the guarantees provided for in this Convention shall apply to the armed forces and the police shall be determined by national laws or regulations.

(2) In accordance with the principle set forth in paragraph 8 of article 19 of the Constitution of the International Labour Organisation the ratification of this Convention by any Member shall not be deemed to affect any existing law, award, custom or agreement by virtue of which members of the armed forces or the police enjoy any right guaranteed by this Convention.

Article 10

In this Convention the term "organisation" means any organisation of workers or of employers for furthering and defending the interests of workers or of employers.

Article 11

Each Member of the International Labour Organisation for which this Convention is in force undertakes to take all necessary and appropriate measures to ensure that workers and employers may exercise freely the right to organise.

2.4.2 Convention No 98:

Article 1

(1) Workers shall enjoy adequate protection against act of anti-union discrimination in respect of their employment.

(2) Such protection shall apply more particularly in respect of acts calculated to:

(a) make the employment of a worker subject to the condition that he shall not join a union or shall relinquish trade union membership;

(b) cause the dismissal of or otherwise prejudice a worker by reason of union membership or because of participation in union activities outside working hours or, with the consent of the employer, within working hours.

#### Article 2

(1) Workers' and employers' organisations shall enjoy adequate protection against any acts of interference by each other or each other's agents or members in their establishment, functioning or administration.

(2) In particular, acts which are designed to promote the establishment of workers' organisations under the domination of employers' organisations, or to support workers' organisations by financial or other means, with the object of placing such organisations under the control of employers or employers' organisations, shall be deemed to constitute acts of interference within the meaning of this Article.

#### Article 3

Machinery appropriate to national conditions shall be established, where necessary, for the purpose of ensuring respect for the right to organise as defined in the preceding Article.

#### Article 4

Measures appropriate to national conditions shall be taken, where necessary, to encourage and promote the full development and utilisation of machinery for voluntary negotiation between employers or employers' organisations and workers' organisations, with a view to the regulation of terms and conditions of employment by means of collective Agreements.

2.4.3 Convention No 154:

Article 2

For the purpose of this Convention the term "Collective bargaining" extends to all negotiations which take place between an employer, a group of employers or one or more employers organisations, on the one hand, and one or more workers' organisations, on the other, for:

- (a) determining working conditions and terms of employment; and/or
- (b) regulation relations between employers and workers; and/or
- (c) regulating relations between employers or their organisations and a workers' organisation or workers' organisations.

Article 3

(1) Where national law or practice recognises the existence of workers' representatives as defined in Article 3, subparagraph (b), of the Workers' Representatives Convention, 1971, national law or practice may determine the extent to which the term "collective bargaining" shall also extend, for the purpose of this Convention, to negotiations with these representatives.

(2) Where, in pursuance of paragraph 1 of this Article, the term "collective bargaining" also includes negotiations with the workers' representatives referred to in that paragraph, appropriate measures shall be taken, wherever necessary, to ensure that the existence of these representatives is not used to undermine the position of the workers' organisations concerned.

Article 4

The provisions of this Convention shall, in so far as they are not otherwise made effective by means of collective agreements, arbitration awards or in such other manner as may be consistent with national practice, be given effect by national laws or regulations.

Article 5

- (1) Measures adapted to national conditions shall be taken to promote collective bargaining.
- (2) The aims of the measures referred to in paragraph 1 of this Article shall be the following:
  - (a) collective bargaining should be made possible for all employers and all groups of workers in the branches of activity covered by this convention;
  - (b) collective bargaining should be progressively extended to all matters covered by subparagraphs (a), (b) and (c) of Article 2 of this convention;
  - (c) the establishment of rules of procedure agreed between employers' and workers' organisations should be encouraged;
  - (d) collective bargaining should not be hampered by the absence of rules governing the procedure to be used or by the inadequacy or inappropriateness of such rules;
  - (e) bodies and procedures for the settlement of labour disputes should be so conceived as to contribute to the promotion of collective bargaining.

### 3. UNRATIFIED COLLECTIVE AGREEMENTS

This Chapter deals exclusively with Collective Agreements which were signed by the respective parties prior to the introduction of the Industrial Disputes Act. The importance of these Agreements to trade unionists and the social scientist cannot be over emphasised.

The Collective Agreements analysed in this chapter were signed about 40 to 50 years ago and exemplify the finest principles in Trade Union bargaining. In fact these principles are adhered to in good faith even today although some of the signatories are non-existent.

The first Agreement emanated in the year 1929 when the Trade Union movement was nascent but strong with the parties being the All Ceylon Trade Union Congress on behalf of the employees, and the Employers' Federation of Ceylon on behalf of the employers. This Nine Point agreement contained provisions dealing mainly with labour disputes inter se, the right to negotiate and the right to abrogate in the event of a breach of the said agreement.

The second Agreement, which came into force in 1940, prescribed the mode of conflict resolution between the Employers of the Plantation Industries and the registered Trade Unions. The parties were the Ceylon Indian Congress Labour Union, the Ceylon Indian Workers' Federation and the All Ceylon Estate Workers' Union on behalf of the employees, and the Planters' Association of Ceylon, the Ceylon Estates Proprietary Association and the Ceylon Association in London on behalf of the employers. This Seven Point agreement specified amongst other things the procedural aspects of the settlement of industrial disputes that may arise between the parties.

The third Agreement emerged subsequently and its contents are followed even today. This agreement dates back to 1951. The parties to the Agreement were the Ceylon Workers' Congress representing employees and the Ceylon Estates Employers' Federation representing the employers in the planting industry. The agreement, commonly termed the Thirteen Point agreement pres-

cribed the procedure that had to be followed by the parties in dealing with matters relating to termination of employment, complaints, demands and general matters at the plant level, and under the aegis of the Department of Labour.

Some of the provisions in the Seven Point and Thirteen Point Agreements are analogous with the procedure contained in the Industrial Disputes Act which undoubtedly contributed to their continued relevance.

These agreements have no doubt helped immeasurably in maintaining and establishing industrial peace in the areas they cover. This is undoubtedly a result of Trade Union maturism combined equally with foresight, understanding and dedication on the part of these unions.

### 3.1 NINE POINT AGREEMENT

This agreement was negotiated during a stormy period that paralysed several sectors of the economy when Employers Organisations were forced to negotiate with and recognise organised labour even in the absence of specific legislation. This Agreement provided the basis for the vast number of agreements that subsequently emerged in the industrial sector.

The following are a summary of its contents:

- 1) Recognition of parties, and the right to negotiate on behalf of members on matters affecting them.
- 2) Before a strike was called, the union undertook to:
  - (a) resolve the issue with the Employer, or
  - (b) failing any settlement, the Secretary, Employers Federation of Ceylon to be informed of the intention to strike by being given 7 days notice.

- 3) Minor issues to be dealt with at Employers level and only matters of common interest to be taken up with the Employers Federation of Ceylon.
- 4) Both parties firmly committed themselves to resolve disputes that may arise.
- 5) Communications had to be studied carefully and replied in reasonable time.
- 6) Either party agreed to expel their constituent members who broke or violated the contents of the agreement.
- 7) In the event of any breach of the agreement, either party was entitled to determine it with giving 24 hours notice to the other party.
- 8) On any specific case the agreement did not bind the members to arbitrate.
- 9) With three months notice either party could terminate the agreement.

### 3.2 SEVEN POINT AGREEMENT

The preamble of the agreement states that - "The Hon. the Minister of Labour, Industry and Commerce conferred on 09th May, 1940 and 15th July 1940 with representatives of:

The Planters' Association of Ceylon  
The Ceylon Estates Proprietary Association  
The Ceylon Association in London  
The Ceylon Indian Congress Labour Union  
The Ceylon Indian Workers' Federation and  
The All Ceylon Estate Workers' Union

on the question of labour unrest on estates in the Island and after full discussions, the following agreement was reached unanimously".



It is evident that 1940 was a noteworthy year as unrest was recorded in the entire plantation sector and it was due to the intervention by the Minister of Labour that this agreement came into being.

The terms of the agreement were:

- 1) Recognition of the workers right to unionise. The parties also agreed to negotiate with representatives on any demand.
- 2) In respect of any dispute the union to write to the Management before industrial action was taken.
- 3) Once the parties became aware of the industrial dispute it was to be taken up immediately with the Labour Department so that a compromise if possible could be effected.
- 4) A dispute in respect of a quit notice could be taken up by a union with the Superintendent. Upon the issuance of a quit notice it could be canvassed at the Labour Department within specified time limits. If the dispute was not resolved in due time, the Controller of Labour was to appoint a Board of Conciliators.  
Other disputes not related to a quit notice were also dealt with in the same manner, though the time limits were longer.
- 5) Such agreements that were negotiated shall be duly signed and registered with the Labour Department and became operative after one month. Breaches of the terms of voluntary agreement were subject to prosecution.
- 6) If there was no consensus in the union, the employers were free to deal with dissentients.
- 7) If no settlement could be arrived at, then the Department of Labour had the right to:
  - a) appoint a Conciliation Board to hear and make an award to be effective as a voluntary agreement.

- b) If such a Board failed, and if the parties consented, a Board of Arbitrators to be appointed whose Award was to bind both parties.

### 3.3 THIRTEEN POINT AGREEMENT

Notwithstanding that with the State takeover of estates one of the signatories to this agreement (the Ceylon Estates Employers' Federation) became non-existent, this agreement remains effective even today.

The parties to the agreement were:

- (a) The Ceylon Workers' Congress, on behalf of the employees, and
- (b) The Ceylon Estates Employers' Federation, on behalf of the employers.

The terms of the agreement were:

- 1) A verbal notice of termination could be tendered but it had to be confirmed in writing to the labourer, with a copy transmitted to the local labour office.
- 2) Union to take up the issue with the Superintendent and the Labour Office within a specified period if the labourer was a member of the union specifying the grounds of intervention.
- 3) The Superintendent to attend the conference to discuss the unions' communication.
- 4) The notice to be effective but no ejection until (a) the conclusion of the conference convened by the Labour Office, (b) a period of 30 days has elapsed since the expiry of notice.
- 5) The Superintendent to inform an employee in writing the reasons for his dismissal with a copy to the local Labour Office. The Superintendent also had to attend a conference if required to do so by the union.

- 6) At the conference convened by the Labour Office, matters unconnected with the termination or the dismissal shall not be discussed.
- 7) Only a matter involving a member to be discussed at the level of the Estate, and the member had to accompany the Thalaiver or the member of the Estate Committee. The Superintendent to communicate his decision thereafter.
- 8) If the issue was not settled, further representations to be made in the minute book or diary of the Estate Committee, and the Superintendent to state his decision in that record in all such instances.
- 9) General issues affecting members to be taken up at the Estate level by the Estate Committee making entries in the minute book kept for the purpose wherein the Superintendent was expected to state his decision.
- 10) If any complaints or demands were not settled in terms of the preceding provisions the union to take up the issue at the Estate level at which the Superintendent shall communicate his decision in writing on such representations.
- 11) If the Union was not satisfied with such decision it could raise the issue with the Labour Office, and the Superintendent had to attend the conference summoned by the Labour Office where matters alleging infringements or non-compliance with labour laws could not be discussed.
- 12) The Union could not proceed to strike action if the conference proved abortive unless 7 days notice of the intended strike action was given in writing to both the Estate Management and the Labour Department.
- 13) Either party retained the right to abrogate the agreement by giving one months notice of intention, without prejudice to matters pending as at the date of notice.

4. SOME SALIENT FEATURES IN OLD RATIFIED COLLECTIVE AGREEMENTS:

It is not intended to refer to all the aspects of the ratified Collective Agreements which have now lapsed (referred in the text as old Agreements). However since these old Agreements were carefully drafted their contents could continue to be of practical importance to the framers of similar agreements in the future. In these old Collective Agreements provision was made for the following:

- (1) Hours of work, shift-work, attendance and computation of overtime.
- (2) Wages and salaries whether time rated or piece rated, wage conversions, wage variations, forfeiture of wages, annual increments, etc.
- (3) Allowances - meal allowance, shift allowance, cost of living allowance, special allowance, retiring allowance, fire allowance, furnace allowance, charge hand allowance, risk allowance, etc.
- (4) Leave and holidays - casual leave, medical leave, annual leave, public holidays, non-statutory holidays, and weekly holidays.
- (5) Disciplinary control - warnings, suspension, stoppage, deferment of increments.
- (6) Grievance procedures - individual or collective or general.
- (7) Trade union recognition - check off, union meetings, duty leave and an office for the union.
- (8) Variation of the terms of agreement, procedure to deal with anomalies, interpretations and breaches of agreement.
- (9) Bonuses, incentives, non-recurring cost of living gratuity and productivity payments.
- (10) Trade Union action.

It is evident that with the passage of time the contents and terminology of Collective Agreements have changed. The earlier Collective Agreements focussed more on determining the classifications of employees, fixing the hours of work, the minimum conditions of employment and wages.

With the gradual introduction of Wages Boards, the emphasis in the later agreements were on matters like grievance procedures, discipline, bonus, incentives and Non-Recurring Cost of Living Gratuity, apart from minimum wages.

The salient features in the old Collective Agreements can be identified clearly by subdividing them into three categories:

- (1) Agreements which influenced legislation,
- (2) those Collective Agreements which are still followed in good faith.
- (3) Provisions which continue to be of significance to Trade Unions in collective bargaining.

#### 4.1 AGREEMENTS WHICH INFLUENCED LEGISLATION

As a result of consistent agitation by the Trade Union movement the necessary legislation to improve the conditions of labour were introduced. The introduction of such social legislation no doubt helped the working population in particular and thereby the utilisation of resources for the country's development in general. It is also evident that some of the roots of this legislation lay in Collective Agreements.

##### 4.1.1 Banking Sector

In this sector there were no agreements of importance that initiated new legislation.

#### 4.1.2 Mercantile, Commercial and Industrial Sector

In this sector there are several matters which merit reference in view of their gradual growth which subsequently lead to legislation. Such matters were:

##### 4.1.2.1 Payment of Gratuity

Workers normally expect a gratuitous payment at the tail end of their career or after a long period of service performed loyally and deligently. Employers were not legally liable to pay and the employees had no claim as a matter of right to gratuities unless there was a contractual obligation. As such collective agreements regulated this need so that there was a legal guarantee of payment at the time of leaving.

CA No 1 of 1954: An employee was entitled to receive a gratuity in respect of each completed year of service, provided:

- (a) he had reached 55 years and had completed 20 years in the firm.
- (b) after he had completed 20 years in the firm, he was declared unfit for work in the opinion of the Doctor who recommended retirement.
- (c) after he had completed 20 years in the firm, if he died whilst in service, the widow and dependent children below 15 years were entitled to a gratuity in a sum equal to  $\frac{3}{5}$ ths of the gratuity payable to the employee.
- (d) the dues to the firm were recoverable.
- (e) that there shall be no claim for pension if a gratuity was accepted.
- (f) the quantum of payment was one month for each year of service computed on the salary last drawn.

CA No 4 of 1967: Both male and female employees who retire are entitled for service gratuity calculated at the rate of 1/12 of the month's basic wage, for each complete month's service.

CA No 1 of 1968: An employee with not less than 10 completed years of service, entitled to the optimum limit of gratuity of Rs. 20,000/- notwithstanding the fact that in certain cases the quantum was likely to exceed Rs.20.000/-.

CAA Nos 5 and 6 of 1969: Provide for gratuity payments termed terminal benefits on the following basis:

- (1) a sum equivalent of one month's salary for service upto 31st August, 45 and 3/4 of a month's salary for service from 1st September, 45 upto 31st December, 60.
- (2) salary for this purpose to be based per CA No 5 of 1961.
- (3) any sum due to the employer on account of fraud, misappropriation or otherwise, were recoverable from such payment.
- (4) a year for the purpose of calculation, could be a period of not less than six months.

The Gratuity Act No 12 of 1983 was more or less a comprehensive Act which provided payment of gratuity to workmen with 5 completed years of service, if he had been in employment under an employer wherein 15 or more workmen were working. The new law laid down the quantum of payment in varying circumstances.

The CAA Nos 6, 7, 8 of 1984, which were signed after the new law was introduced provided for the following enhanced payments:

(a) The gratuity payable to a permanent employee on a monthly contract of employment with 10 years service, on reaching the age of retirement, was one month's salary for each year of service.

(b) Those with 5 years to 9 years service, were paid gratuity in terms of the Gratuity law now in force.

#### 4.1.2.2 Provident Fund

The Mercantile Service Provident Fund, though not established as a result of Collective Bargaining, covered a major area in the Mercantile and Commercial sectors, prior to the introduction of Employees' Provident Fund No 15 of 1958. The Act specified amongst other things the definition of earnings.

CA No 1 of 1961 specifies that for the purpose of calculation of provident fund the following two allowances were to be excluded:

(a) Fire Allowance and

(b) Clearing Allowance - where clearing is effected often during normal working hours.

CA No 5 of 1967 relates to the payment of enhanced contributions to the provident fund from both management and employees respectively, when the law stipulates a lower contribution.

#### 4.1.2.3 Abolition of daily rated system of payment

CA No 1 of 1968 removed the daily rated system of payment and creates monthly scales by multiplying the daily rate by 26. This is an important step since it removed the social stigma of the daily paid employee. This system had been developed in the Wages Boards wage fixation.



#### 4.1.3 Plantation Sector

In this sector there were several significant agreements. In those agreements the salient features that had impact subsequently were:

##### 4.1.3.1 Provident Fund

Since it was the common desire of labour to protect themselves through an organisation with funds to meet contingencies such as urgent needs, or family distress or superannuation benefits for old age, the Estate Staff Provident Fund was created to fulfil this need.

CAA Nos 1, 2, 3 and 4 of 1958: All employees covered shall be granted provident funds. The rates of contributions by employer and employee respectively shall not be less than 10% of the basic salary provided that in no event shall the rates of contribution be reduced on the coming into force of any legislation.

However, when the parties re-negotiated fresh agreements in 1975 (per CAA Nos 3 to 6 of 1975), it retained the same basis of providing for recovery on the gross salary without a lowering of the contributions.

##### 4.1.3.2 Payment of Gratuity

The introduction of a scheme of retiring gratuities to employees in the plantation sector was a major achievement in view of the fact that a large number of employees derived benefits from the scheme.

The provisions of CA No 3 of 1967 could be summarised thus :

	Service qualification	Option to reside	Option to leave to India
male	35	Rs. 900/-	Rs. 1080/-
female	30	Rs. 750/-	Rs. 900/-

- x Proportionately lesser amounts were payable to those who served lesser periods
- xx In computing the amounts only the employees' contribution to the Provident Fund to be taken into account.

#### 4.2 COLLECTIVE AGREEMENTS WHICH ARE FOLLOWED IN GOOD FAITH

Some Collective Agreements which lapsed as a result of:

- (a) effluxion of time, or the
- (b) non-existence of a party to the agreement, or the
- (c) change of ownership;

nevertheless remain in their original form and their provisions continue to be adhered to.

There is also a contractual obligation to comply with collective agreements once it is given statutory recognition under the Industrial Disputes Act as its terms become implied terms of the contract of employment (see Section 8 (1) IDA). Any attempt to vary, modify or withdraw the agreed or complied terms, is construed as a violation of the implied terms of agreement.

With the implementation of the economic policies of successive Governments those areas where the largest concentration of organised employees were prevalent where employees enjoyed the benefits of CAA have been brought within the umbrella of State Ownership.

With the shift of ownership, none of the present employers have entered into fresh Collective Agreements. It is interesting to note that most of the nationalised ventures, provided better wages, terms and conditions of employment while ensuring security of employment in comparison with the earlier Collective Agreements.

#### 4.2.1 Banking Sector

The provisions in the few Collective Agreements relating to the Banking Sector embody superior terms which account for the maintenance of better industrial relations and labour welfare in that sector.

##### 4.2.1.1 Pension Scheme

The CA No 2 of 1967: With the promulgation of this scheme the benefits were to be computed in terms of the following formula:

$$\begin{array}{r} \text{Number of years of service plus 5} \\ \hline 60 \end{array} \quad \times \quad \begin{array}{l} \text{Average gross salary} \\ \text{(Basic + CLA + SLA} \\ \text{payable for the 36 months)} \end{array}$$

##### 4.2.1.2 Privilege leave

CA No 2 of 1967: Of the 21 days entitlement, anything in excess of 14 could be accumulated upto a ceiling of 3 months for utilisation prior to retirement.

##### 4.2.1.3 Release of employee for union work

There had been increasing demands by Unions for release of employees for union activities on a full time basis. Responding to this demand, employers have made various concessions including the release of officers on full pay.

The CA No 2 of 1967 lays down inter alia, the following:

- (a) One employee to be released for full time union work, if the membership exceeds 1000.

- (b) Employee so released would be paid only the Allowances, while the union has to fund 30% of the basic wage for the purpose of meeting the pension and provident fund share of contribution.
- (c) Such Employee would be entitled to the other fringe benefits extended to the Bank staff.
- (d) Employee shall be subject to the normal disciplinary control of the Bank.

#### 4.2.2 Mercantile, Commercial and Industrial Sector

The largest accumulation of Collective Agreements is to be found in this sector, since it was in the private sector that unionisation and bargaining developed rapidly. However it is seen that negotiations centred around workplaces and establishments only in contact with the Collective Agreements in the Plantation Sector which embraced the whole industry.

##### 4.2.2.1 Sick Leave

The grant of sick leave is not a statutory obligation. Neither the Wages Board Ordinance nor the Shop and Office Employees Act provide for this type of leave, as it lays down the minimum amount of leave an employer shall grant either by way of annual or casual leave. The privilege of this facility of sick leave could be considered a very important welfare measure in collective bargaining especially where employees fall outside the schemes contained in the above mentioned statutes .

CA No 3 of 1955 provides for the grant of 7 days sick leave with pay per year on the production of a medical certificate from a Doctor recognised by the employer. Computation of sick leave in respect of the first year of employment is on the basis of one day for 2 months of completed service; had a worker completed 10 months in the year he is entitled to 7 days.

The wage of a worker on sick leave forms part of the wage for that month. In computing wages of piece rated employees for this purpose, the minimum time rate applicable to the workers would be payable for such work. The computation of the year for this purpose is 12 months from the 1st of January.

CA No 1 of 1959 provides for the grant of 7 days sick leave provided it is supported by a medical certificate and that the employee had been in employment for a period of at least 6 months. At the sole discretion of the employer a further maximum of 7 days may be granted.

CA No 7 of 1959 states that in addition to the provisions in CA No 1 of 1959 that a worker could accumulate upto 28 days of sick leave.

CA No 1 of 1961 provides that an employee has the benefit of:

- (a) 7 days as approved by the company Doctor
- (b) a further 7 days for hospitalization;
- (c) it also provides for visits by the company Doctor on request if leave is not approved, and furthermore
- (d) another 6 weeks of unpaid leave approved by the company Doctor.

CA No 5 of 1961 provides for the grant of 21 days per annum exclusive of weekly or other holidays provided such leave is supported by a medical certificate.

An Employee who has not availed himself of sick leave is entitled to accumulate and utilize such entitlements upto a maximum of 90 days in a year.

#### 4.2.2.2 Laying down minimum conditions of service

For the purpose of entry into employment, both parties have laid down certain standards apart from other conditions. The first such Agreement dates back to 1958.

CA No 5 of 1961 states that an employee shall serve a probationary period of not more than 6 months provided that at the expiry of the 6 months probationary period, the employer if he is not satisfied with the probationers performance, could extend the probationary period for a further 3 months within which period the employer could exercise the right to terminate without notice.

#### 4.2.3 Plantation Sector

Though the ownership of estates has changed from the Private to the State sector after nationalisation a large number of CAA continue to be followed by the State corporations. It is noteworthy that the provisions of the Collective Agreements relating to the Plantation sector were comprehensive especially those covering estate staff.

Estate staff herein mean those employed in estates planted with:

- tea, not less than 100 acres
- rubber, not less than 200 acres
- tea-cum-rubber, not less than 150 acres

The categories of employees are:

- a) Clerical staff - meaning those who perform the duties of Head Clerk, Senior Asst. Clerk, Divisional Clerk, Asst. Clerk, Junior Asst. Clerk or Checkroll Clerk.
- b) Supervisory staff - meaning those who perform the duties of Field Officer (tea and rubber), Asst. Field Officer (tea and rubber).
- c) Technical staff - meaning those who perform the duties of Factory Officer (tea or rubber), Senior Asst. Factory Officer (tea or rubber) and Asst. Factory Officer (tea).

- d) Medical staff - meaning those who perform the duties of Estate Medical Assistant, Junior Estate Medical Asst. (approved) and Junior Estate Medical Asst. (unapproved).

CAA Nos 3, 4, 5 and 6 of 1965 as amended by CAA Nos 2, 3, 4 and 5 of 1975 deal with the following subjects:

4.2.3.1 Laying down minimum conditions of service

The probationary period would be 6 months, and under special circumstances not exceeding 9 months. Probationers should have the specified minimum requirements for entry into service. They are paid only an allowance during this period and are not allowed to occupy billets.

- a) All new entrants shall serve a period of probation of not less than 6 months and not more than 9 months.
- b) No probationer shall be admitted unless he -
- i) has passed in at least four subjects, including English and Arithmetic, in either the Senior School Certificate or the General Certificate of Education or a higher examination;
  - ii) be not less than the school leaving age for the time being nor more than 22 years;
  - iii) produces a certificate of character from the Head of the school he last attended; and
  - iv) produces, if required, a certificate of health from a qualified medical practitioner approved by the employer.
- c) Probationers shall be supernumery and shall not fill normal billets.

d) Probationers have to be paid an all inclusive allowance and they are not entitled to other allowances, Provident Fund (The Estate Staffs' Provident Society or any approved Provident Fund) and sick leave normally entitled for other classes of employees. It is relevant to note in this context that legal provision exists only under the Shop and Office Employees' Act to lay down the terms governing conditions of employment. Workers other than those covered by the Shop and Office Employees' Act are governed by Wages Board Ordinance provisions.

#### 4.2.3.2 Hours of work and overtime

	Hours of work per week	Weekly rest	O/T rate
(a) Clerical staff	45 hrs.	1 1/2 days	1 1/2
(b) Supervisory staff	48 hrs.	1 day	1 1/2
(c) Technical staff	48 hrs.	1 day	1 1/2
(d) Medical staff	unspecified	1 day	-

It should be noted that in the computation of overtime, the monthly remuneration comprising of basic salary, any cost of living allowance, and extra payments receivable on account of working on adjoining estates are added. Each hour of overtime is calculated by dividing such monthly rate by 240, multiplied by 1 1/2.

The Medical Staff were paid extra for work on off days and for calls at night, on the following basis:

- (a) On call between 6 p.m. to 6 a.m., an allowance of Rs. 3/50, if called to the lines and Rs. 1/50 for calls in the hospital or dispensary.
- (b) Off day calls, on allowance of Rs. 3/50 for calling at the lines.



4.2.3.3 Leave and Holidays

- (a) Annual Leave - ( i) 21 working days for employees with over 20 yrs. of service  
(ii) 14 working days for others
- (b) Casual Leave - 7 days a year
- (c) Religious Leave - 5 days a year

4.2.3.4 Extra Work and Pay

- (a) Clerks with competence in Stenography were to be paid Rs. 25/- per month or 25% of the salary of the grade, whichever was greater, in addition to the salaries of their own grades.

The Head Clerk of an estate, who in addition to normal clerical work of that estate, was also responsible for the general clerical work connected with the management of a group of estates by a resident General Manager, shall be paid 15 - 25% more than the salary of his grade in accordance with the amount of extra work involved.

- (b) Conductor of a Division, who for any reason (for instance, if the Division is an outlying one) is required to accept greater responsibilities than those which normally pertain to the post of Conductor, shall be paid 15 - 25% more than the salary of his grade in accordance with the nature and extent of his responsibilities. The extra payment stated above shall be deemed to be part of the basic salary for the purpose of assessing Provident Fund contributions and for the purpose of overtime computation.
- (c) A tea/rubber worker, who was responsible for the full process of manufacture of tea or rubber from a neighbouring estate or estates, shall be paid an additional pay equal to the difference between:

- (i) the grade on which he would have been placed had both (or all) estates been treated as one estate for the purpose of classification and grading.
  - (ii) the grade to which he has been allotted by the employing estate.
- (d)
- (i) In any case where by arrangement between two or more estates a member of the Medical Staff employed by one estate is required to deal with calls from the other estate or estates but is not responsible for the general curative and preventive work thereon, such member shall be paid a suitable amount over and above the salary of his grade.
  - (ii) Apothecaries and licensed Medical Practitioners in charge of Estate Hospitals shall be paid 5 - 15% and 10 to 20% respectively more than the salaries of their grades in accordance with the extent of their responsibilities and the out of estate work involved.
  - (iii) Where a Dispenser is employed on more than one estate and such employment involves the running of more than one dispensary and the keeping of more than one set of books, the Dispenser shall be paid 15 to 25% more than the salary of his grade in accordance with the amount of extra work involved thereby.

Extra payment stated shall be deemed to be part of the basic salary for the purpose of assessing Provident Fund contributions and for the purpose of overtime pay.

#### 4.2.3.5 Sick Leave

The grant of 6 weeks is provided in any one year if leave is supported with a medical certificate issued by a Government medical practitioner.

The Agreement further provides that an employee could avail himself of the unutilised accumulated leave in the subsequent years for a period upto a maximum of 3 months in any year.

CA No 3 of 1967: An employee who qualifies for medical leave subject to hospitalisation is entitled to a period of 7 days on full pay, and a further period of 7 days on half pay.

### 4.3 PROVISIONS WHICH CONTINUE TO BE OF SIGNIFICANCE TO TRADE UNIONS IN COLLECTIVE BARGAINING

#### 4.3.1 Banking Sector

There is hardly any notable material from among the old Agreements which could be of relevance to collective bargaining in the present context.

#### 4.3.2 Mercantile, Commercial and Industrial Sector

Amongst the old Agreements there are a large mass of provisions that could be of relevance for better bargaining. Briefly stated the agreements that came after the 1980's embody high standards.

##### 4.3.2.1 Absenteeism and Attendance

CA No 2 of 1956: The Union consented to do what it could to limit unauthorized absence and accepted the principle that such absence in excess of 10 days in any one calendar year will result in the worker concerned being given a warning.

CA No 7 of 1959: An employee shall present himself for work each week day at the usual starting time of the store, factory, mill or job, and remain available for work throughout the normal working hours.

If work is not available temporarily, the worker would be offered alternative work.

Constant irregular attendance was deemed to be a neglect of duty and was subject to disciplinary action.

#### 4.3.2.2 Redundancy payment in the event of automation

CA No 2 of 1956 provides that a fixed daily personal allowance be paid in the event of displacement in consequence of the introduction of automatic machines. For the purpose of determining the fixed daily personal allowance, the difference between the first step piece rate earnings and their daily average pay for 8 hours during a specific period had been taken.

#### 4.3.2.3 Payment and placement of workers on a scale

- on reaching maximum wage,
- in consideration of length of service,
- in salary conversions.

Workers upon reaching the maximum wage on the incremental scale of wages in force shall be allowed further increases in such wages in their 29th year of service. At the commencement of each subsequent three year period such increases to be 10 cents per diem in the case of skilled and semi-skilled workers and 6 cents in the case of unskilled workers.

No increase once the worker reaches the age of 60 years (CA No 1 of 1954).

Workers who had served the company for 15 consecutive years and had not reached the maximum wage will receive double increments until such maximum was reached. All employees who did not at the effective date reach the maximum of their grades on the old scale will be transferred to the point on the new scale which corresponds to the point at which the employee was on the old scale (CA No 4 of 1957).

4.3.2.4 Non availability of work and payment for workers who are willing to work

CA No 1 of 1959: A worker shall be entitled to payment for every day that:

- (a) he reported for work in any pay week and made himself available for work throughout the normal hours of each working day.
- (b) payment shall also be made for everyday the worker reported for work and was prevented from working by reason of stoppage of plant or other similar cause beyond the control of the worker.
- (c) On any day the employer informed the worker whose wages are calculated by the day, that owing to the factors beyond his control work will not be available for any subsequent day or days there shall be no obligation on the part of the employer to make payment of wages for such subsequent day or days. This shall not apply to monthly rated workers.
- (d) When a worker failed for any reason to make himself available for work he forfeited his claim to any wages subsequent to the hour when such failure occurred till he was once again available for work.

CA No 1 of 1961 stated that in the event of production being interrupted by machine breakdown beyond the control of the operator and, or management, payment shall be effected at the rate of 70% of the previous months average daily production achieved during the duration of the breakdown within the normal working day on which such breakdown occurred.

CA No 1 of 1955 states that for every day on which a worker presents himself for work but on which no work is available, the worker shall be paid 1/26th of the monthly stand-by wage.

#### 4.3.2.5 The recognition of Unions for purposes of negotiations

Unions have negotiated for full recognition of trade unions for purposes of negotiations. The need for full recognition arose as a result of multiplicity of unions. The CA No 5 of 1958 laid down the following conditions:

- (a) The union should have not less than 40% of the total workforce whose membership subscriptions to the Union have been fully paid upto date in any workplace of the employer.
- (b) For the purpose of attending to individual matters of workers the question of proportional representation will not apply.
- (c) In regard to issues of general application, meaning those which have a bearing on general terms and conditions of employment of the trade or that of the workplace, the representative capacity will be considered.
- (d) Although the membership qualification is applicable to one workplace, if the issue raised affects the entirety of the contracting group of employers, the qualification principle will then be generalised.
- (e) If doubts arise as to the representative capacity of a Union, such a question to be resolved by means of a secret ballot or by such appropriate agreed method.
- (f) Union multiplicity is generally not recognised and a vote of a worker in two or more unions is not to be counted.
- (g) If another union, which also claims 40% representation exists, the management may negotiate with all such unions on general matters and not individually with each such union.

The CA No 5 of 1967 states that if it becomes necessary to decide the question of the multiplicity of Unions in the establishment of an employer bound by the agreement, it shall be determined by a referendum which shall be held by the Labour Department, which result shall be binding on the disputant parties.

#### 4.3.2.6 Retiring Age

The concept of the retiring age is embodied in several Collective Agreements as it affects almost all employees. There is no legislation which lays down the retiring age of an employee, and it is generally at the discretion of the individual employer. However a series of Collective Agreements that came into being had given prominence to this vital question.

<u>CA Reference</u>	<u>Stipulated Retiring age</u>	<u>Variations</u>
(a) CA No 1 of 1954	55 years	
(b) CA No 2 of 1956 CA No 1 of 1957	55 years	Discretion of employer to keep upto 60 years.
(c) CA No 1 of 1959 CA No 7 of 1959	55 years	Retention beyond 55 at the discretion of Employer
(d) CA No 5 of 1961 CA No 5 of 1967 CA No 3 of 1971	55 years	(i) Continuance in employment upto 60 years in the discretion of Employer.  (ii) Beyond 60 years fresh employment on temporary basis
(e) CA No 9 of 1971 CA No 15 of 1971	60 years	Premature retirement on medical grounds.

- |     |                  |          |       |   |
|-----|------------------|----------|-------|---|
| (f) | CA No 3 of 1971  | 55 years |       | Re-employment on temporary basis beyond 55 years on mutual consent. |
|     | CA No 10 of 1971 |          |       |   |
|     | CA No 13 of 1971 |          |       |   |
|     | CA No 16 of 1971 |          |       |   |
| (g) | CA No 2 of 1972  | 55 years | (i)   | Premature retirement on medical grounds.                            |
|     |                  |          | (ii)  | Employment beyond 55, at the discretion of management.              |
|     |                  |          | (iii) | Retirement benefits computed at 55.                                 |
| (h) | CA No 1 of 1968  | 55 years |       | Option upto 60 years then compulsory retirement.                    |

#### 4.3.2.7 Classification of Workers

CAA Nos 2 of 1956 and 1 of 1957: Knife sharpeners are to be classified as skilled workers under the Engineering Trade Wages Board. It also specified that the Company would arrange an annual test of all helpers of the fitters on the results of which they would be classified as skilled or semi-skilled under the Engineering Trade Wages Board.

#### 4.3.3 Plantation Sector

This sector also records important aspects significant for future bargaining, which stated briefly cover items like check off, mobility of labour and retiring age.



#### 4.3.3.1 Check off

CA No 3 of 1967: An employee desirous of having union membership dues deducted from his pay was expected to make a declaration to that effect and such deductions would thereafter be remitted by the management to the union quarterly. An employee could opt to revoke his decision by a separate declaration to the management.

#### 4.3.3.2 Mobility of Labour

CA No 3 of 1967: It provides for the movement of employees from estates with surplus employees to estates which have a shortage of employees on specific terms and conditions.

#### 4.3.3.3 Retiring Age

The provisions in the Collective Agreements noted below regulated this issue. The following are a summary of the relevant provisions in this regard:

<u>CA Reference</u>	<u>Stipulated Retiring age</u>	<u>Variations</u>
(a) CA No 3 of 1967	60 years	male (55 yrs. if returning to India) female (50 yrs. if returning to India)
(b) CA No 3 of 1965	60 years	(i) only those who entered estate staff prior to 1940.
CA No 3 of 1975		
CA No 4 of 1975		
CA No 5 of 1975		(ii) beyond the stipulated limit, at the discretion of management.

4.3.3.4 Classification of Workers

CA No 1 of 1958: Each employer was expected to allocate his employees to grades subject to the limits set out in the Agreement. In making such allocations employers had to pay due regard to:

- (i) the acreage of the estate and its yield per acre, and
- (ii) the nature and extent of the duties and responsibilities of the employees.

In its classification, the Collective Agreement provided that:

- A Tea-Maker-Clerk on an estate not exceeding 300 acres of Tea or a Rubber-Maker-Clerk on 600 acres of Rubber to be placed in class IV but not in a grade less than 10.
- In the case of estates cultivated with both Tea and Rubber, the clerical staff to be classified as though they were employed on Tea Estates equal in acreage to the full area under tea plus half the area under Rubber.
- A Clerk who was required as part of his normal employment to do the clerical work of another estate or estates shall be classified and graded on the combined acreage of both or all such estates provided that where such work involves the keeping of more than one set of books, he shall be paid 15 to 25% more than the salary of his grade in accordance with the amount of work involved.
- A Tea Maker on an estate which manufactured bought leaf and a Rubber Maker on an estate which manufactured bought latex, shall be classified and graded as though the acreage of the estate is the actual acreage multiplied by:

$$\frac{\text{total of own and bought leaf or latex}}{\text{own leaf or latex}}$$

CA No 4 of 1958: The classification is based on population served by the Medical Staff. It further provides that where a member of the Medical Staff is responsible for the curative or preventive work of two or more estates he shall be classified on the total population of both or all such estates.

CAA Nos 3 to 6 of 1965: Tea Maker/Rubber Maker/ to be renamed Factory Officer (Tea) and Factory Officer (Rubber).

In computing the population for grading purposes, the management shall take into account:

- (a) the total resident population of the estates including the staff and their families, and
- (b) 1/3 of the total non-resident labour force on estates where the Medical Staff are required to attend on non-resident labourers as well.

## 5. NEW RATIFIED COLLECTIVE AGREEMENTS

This chapter deals with the latest and most important Collective Agreements (referred to in the text as new Collective Agreements). Apart from this there are also some Collective Agreements dating back to the 1960s' which have not lapsed as yet but which are not mentioned here.

These new Collective Agreements are considered to be very comprehensive and cover vital areas. The earlier Agreements presumably because they were new and incipient did not cover all areas for the continuance of relations between the disputant parties.

An examination of the latest additions in this field would reveal the introduction of clauses relating to discipline, disciplinary control and the procedures laid down in dealing with domestic inquiries.

In some, automatic annual wage adjustment procedure contingent upon the variable cost of living has been provided for; while in others an annual payment termed the "Non-recurring Cost of Living Gratuity" which too is computed on the variable cost of living has been provided for. State corporations (State banks, mercantile, commercial, industrial state enterprises and state plantations) have no new Collective Agreements.

Notwithstanding their substantive terms the plethora of Collective Agreements which amounts to over 100, maintains labour relations in equilibrium.

### 5.1 BANKING SECTOR

With the present "Open Economy" policies and the need to increase exports and imports with the rest of the world the banking system in Sri Lanka has been greatly expanded and strengthened over the last few years. Several foreign banks have been permitted to establish branches. As economic activity expanded, the demand for banking services correspondingly increased. During the last decade 13 major banks opened branches in Sri Lanka.

The financial gains and fringe benefits realised through Collective Bargaining enjoyed by the banking staff are comparatively superior with that enjoyed by the rest of the sectors of the economy.

The following table indicates the Banks functioning at present in Sri Lanka, the year of establishment, and their ownership.

I <u>Commercial Banks</u>		
<u>Name</u>	<u>Year Establsihed</u>	<u>Ownership</u>
1) Grindlays Bank	1881	Foreign - Private
2) The Chartered Bank	1892	Foreign - Private
3) Hongkong & Shanghai Banking Corp.	1892	Foreign - Private
4) Bank of Ceylon	1939	Govt.of Sri Lanka
5) Indian Overseas Bank	1946	Govt.of India
6) Indian Bank	1948	Govt.of India
7) Habib Bank Ltd.	1951	Govt.of Pakistan
8) State Bank of India	1955	Govt.of India
9) Peoples' Bank	1961	Govt.of Sri Lanka
10) Commercial Bank of Ceylon Ltd.	1969	Sri Lanka-Private
11) Hatton National Bank Ltd.	1970	Sri Lanka-Private
12) Banque Indosuez	1979	Govt.of France
13) Bank of Credit & Commerce Inter- national (Overseas) Ltd.	1979	Foreign-Private
14) Citi Bank N.A.	1979	Foreign-Private
15) American Express International Banking Corporation	1980	Foreign-Private
16) Bank of Oman Ltd.	1980	Foreign-Private
17) Overseas Trust Ltd.	1980	Foreign-Private
18) Deutsche Bank (Asia)	1980	Foreign-Private
19) Habib Bank AG Zuerich	1980	Foreign-Private
20) Algemene Bank Nederland	1980	Foreign-Private
21) Dubai Bank Ltd.	1981	Foreign-Private
22) Union Bank of the Middle East Ltd.	1981	Foreign-Private
23) Amsterdam-Rotterdam Bank N.V.	1981	Foreign-Private
24) Middle East Bank Ltd.	1982	Foreign-Private
25) Investment & Credit Bank Ltd.	1987	Sri Lanka-Private

II Savings Banks

<u>Name</u>	<u>Year Established</u>	<u>Ownership</u>
The National Savings Bank	1971	Govt.of Sri Lanka

III Development Banks

1) State Mortgage & Investment Bank	1979	Govt.of Sri Lanka
2) The Development Finance Corporation of Ceylon	1956	Govt.of Sri Lanka
3) National Development Bank of Sri Lanka	1979	Govt.of Sri Lanka

IV Merchant Banks

Merchant Bank of Sri Lanka Ltd.	1982	Govt.of Sri Lanka
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V Reserve Bank

Central Bank of Sri Lanka	1950	Govt.of Sri Lanka
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5.1.1 Salaries

CA No 2 of 1983:

Grade I Rs. 3000/- to Rs. 5000/-  
5 of Rs. 200/- and 4 of Rs. 250/-

Grade II Rs. 2250/- to Rs. 3850/-  
4 of Rs. 150/- and 5 of Rs. 200/-

Grade III Rs. 1500/- to Rs. 2650/-  
4 of Rs. 100/- and 6 of Rs. 150/-

CA No 1 of 1984: provides for the creation of grade IV Officers on the following scale:

Rs. 1000/- - Rs. 2650/-  
Rs. 75/- x 4, Rs. 100/- x 6, Rs. 125/- x 6

CA No 3 of 1983:

Grade I Rs. 2700/- to Rs. 3300/-  
4 of Rs. 150/-

Grade II Rs. 2200/- to Rs. 2700/-  
4 of Rs. 125/-

Grade III Rs. 1800/- to Rs. 2200/-  
4 of Rs. 100/-

Ceylonese Officers Rs. 1300/- to Rs. 1925/-  
5 of Rs. 50/- and 5 of Rs. 75/-

Sub-accountants Rs. 1100/- to Rs. 1450/-  
5 of Rs. 40 and 3 of Rs. 50/-

The CA No 2 of 1984:

Clerks -	Grade I	<u>Rs. 700/- to Rs. 920/-</u> 4 of Rs. 15/- and 8 of Rs. 20/-
	Grade II	<u>Rs. 940/- to Rs. 1800/-</u> 8 of Rs. 25/-, 12 of Rs. 30/- & 6 of Rs. 50/-
Drivers -	Grade I	<u>Rs. 640/- to Rs. 740/-</u> 10 of Rs. 10/-
	Grade II	<u>Rs. 780/- to Rs. 1180/-</u> 20 of Rs. 15/- and 5 of Rs. 20/-
Electrician -	Grade I	<u>Rs. 580/- to Rs. 680/-</u> 10 of Rs. 10/-
	Grade II	<u>Rs. 720/- to Rs. 1120</u> 20 of Rs. 15/- and 5 of Rs. 20/-
Cash counters-	Grade I	<u>Rs. 550/- to Rs. 650/-</u> 10 of Rs. 10/-
	Grade II	<u>Rs. 690/- to Rs. 1090/-</u> 20 of Rs. 15/- and 5 of Rs. 20/-
Peons, Watchers & Lift Operators	Grade I	<u>500/- to Rs. 600/-</u> 10 of Rs. 10/-
	Grade II	<u>Rs. 640/- to Rs. 1040/-</u> 20 of Rs. 15/- and 5 of Rs. 20/-
Labourers	Grade I	<u>Rs. 400/- to Rs. 500/-</u> 10 of Rs. 10/-



CA No 5 of 1984:

Grade I	<u>Rs. 900/- to Rs. 1180/-</u> 4 of Rs. 20/- and 8 of Rs. 25/-
Grade II	<u>Rs. 1155/- to Rs. 1555/-</u> 4 of Rs. 30/- and 8 of Rs. 35/-
Grade III	<u>Rs. 1600/- to Rs. 2440/-</u> 4 of Rs. 40/-, 4 of Rs. 45/- & 10 of Rs. 50/-

### 5.1.2 Annual Increments

CA No 2 of 1983: The increments stipulated in the above mentioned scale shall be automatic with the employee being entitled to the increment in January. An employee is not entitled to a further increment on reaching the maximum of his grade.

CA No 3 of 1983: An employee is entitled to the next increment according to the above mentioned scale on the anniversary of the date of appointment to the relative grade, but not if the maximum in that grade has been reached.

### 5.1.3 Allowances

Apart from that agreed upon in terms of the Collective Agreements, varying types of allowances are being paid to Bank employees. The sum total of all these allowances increases the take home pay. It might be stated that some allowance components have become customary, whereas some allowances were won by hard bargaining.

#### 5.1.3.1 Dearness Allowance

CA No 2 of 1983: Payment of a fixed Dearness Allowance of Rs. 1000/- per month to officers in the Habib Bank Ltd.

CA No 1 of 1984: Rs. 750/- per month to Grade IV for officers.

CA No 3 of 1983: Payment of a variable Dearness Allowance to all categories of supervising staff of the State Bank of India commencing with Rs.800/- per month, with Rs. 1/50 per point beyond 462.47 of Colombo Consumers Price Index. Neutralisation to be effected at every stage, when index figure goes up by 25 points beyond 462.47.

#### 5.1.3.2 Conveyance Allowance

CA No 2 of 1983: Requires payment of Rs. 500/- per month to officers in the Habib Bank Ltd.

CA No 3 of 1983: The supervisory staff of the State Bank of India are to be paid on the following basis:

Sub-accountant	Rs. 100/- p.m.
Ceylonese officers	Rs. 125/- p.m.
Staff officers, Gr. III	Rs. 175/- p.m.
Gr. II	Rs. 225/- p.m.
Gr. I	Rs. 275/- p.m.

CA No 1 of 1984: The newly carved officer Gr. IV in Habib Bank to receive Rs. 500/- per month.

#### 5.1.3.3 Housing Allowance

CA No 2 of 1983: Payment of Rs. 1000/- p.m. to officers of the Habib Bank Ltd.,

CA No 3 of 1983: Payment of 25 % of the substantive salary with a minimum of Rs. 400/- p.m. to officers in the State Bank of India.

CA No 1 of 1984: While carving a new Category viz. officers grade IV in the Habib Bank Ltd, it assigns Rs. 500/- p.m. by way of a Rent Allowance.

#### 5.1.3.4 Medical Allowance

CA No 2 of 1983: Permits reimbursement of medical expenses incurred by officers of the Habib Bank Ltd., up to a maximum of Rs. 1800/- per annum upon presentation of documentary evidence. This extra payment is in addition to the medical insurance scheme A of the Insurance Corporation of Sri Lanka (see Appendix 1).

CA No 3 of 1983: 100% spent on the officer, and upto 75% in respect of family.

CA No 3 of 1984: Bank to meet medical expenses of upto Rs. 7000/- per annum per Insurance Corporation of Sri Lanka, Surgical & Hospital Expenses Scheme B (see Appendix 1) and reimbursement of medical expenses for outdoor treatment upto Rs. 750/- p.a., on behalf of self or family.

#### 5.1.3.5 Fixed Acting Allowance

CA No 3 of 1983: In respect of additional responsibilities the Ceylonese Officers to be entitled to Rs. 90/- p.m. if they complete 3 years in the grade.

#### 5.1.3.6 Acting Allowance

CA No 3 of 1983: The Ceylonese officers of the State Bank of India when called upon to act in a higher grade post of a staff officer, were entitled to a payment of Rs. 150/- p.m., but not both this Allowance and the Fixed Acting Allowance.

#### 5.1.3.7 Closing Allowance

CA No 3 of 1983: Rs. 600/- p.a. to be paid to officers of the State Bank of India.

#### 5.1.3.8 Cost of Living Allowance

The Cost of Living Allowance had to be computed based on the cost of living index figure published every month by the Department of Census & Statistics. CA No 2 of 1984 and 5 of 1984: Covers other staff and stipulates that the Cost of Living Allowance to be computed on the basis of the July 1983 Cost of Living figure of 472.6 with Rs. 2/75 being paid in respect of every complete point above that figure.

Every married employee to receive Rs. 100/- extra by way of Cost of Living Allowance.

#### 5.1.3.9 Cashier's Risk Allowance

CA No 2 of 1984: The cashiers are to be paid Rs. 75/- p.m. on account of "cash risk". If the Bank however opts to insure, the allowance would be discontinued.

#### 5.1.4 Loans

Banks being major financial institutions while providing lending facilities to customers, extend easy repayment terms to their employees.

In respect of officers of Habib Bank Ltd., CA No 2 of 1983: The Collective Agreement provides payment of a housing loan up to a maximum of Rs. 100,000/- (75% of the value of the property); and a special loan limited to 4 months basic salary, the minimum being Rs. 5000/-.

CA No 1 of 1984: The various loan schemes available to the other staff, are summarised as follows:

Type of Loan	Service	Maximum Quantum	Interest p.a.	Period of Repayment
Housing	8 years	Clerks - Rs. 100,000	2%	upto Retirement
Vehicle	3 years	Rs. 15,000/-	3%	72 months
Furniture & Equipment	3 years	6 months salary	5%	48 months
Miscellaneous	Confir- mation	3 months gross	5%	24 months
Festival	"	Rs. 1000/-	-	10 months
Bicycles	"	Rs. 1000/-	5%	24 months
Books	"	Rs. 3000/- (Rs. 100/- per child)	-	10 months

The Grant of these loans are subject to various stipulations laid down in the said Collective Agreements apart from statutory safeguards.

#### 5.1.5 Funeral Expenses

CA No 2 of 1983: Payment of Rs. 2000/- to the family to meet funeral expenses in the event of the death of an employee.

#### 5.1.6 Bonus

CAA Nos. 2 of 1983 and 2 of 1984: Three months' basic salary or two months' gross salary whichever is higher.

5.1.7 Retirement

CAA Nos. 2 of 1983 and 2 of 1984: Compulsory at the age of 55 years.

5.1.8 Pension/Gratuity

CA No 2 of 1983: Pensions to be paid in terms of the Talgodapitiya Award (see Appendix 2). An Employee could opt either for a pension or a lump sum gratuity in lieu of a pension computed on the basis of one months' gross salary for each completed year of service.

With the coming into operation of this Collective Agreement, the newcomers to Habib Bank Ltd., are not entitled to a pension, but are on serving beyond 15 years entitled to a gratuity of 1 month for each year of service.

CA No 2 of 1984: Payment of a pension computed on the following basis:

Number of completed years service <u>(maximum 35 years) plus 5</u> x	monthly basic salary, plus Cost of Living Allowance payable for the month of retirement.
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Employees who are entitled to a pension could opt for the payment of a lump sum gratuity to be computed as follows:

Number of completed years service x <u>(maximum 35 years) plus 5</u>	monthly basic salary plus Cost of Living Allowance payable for the month of retirement.
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These Collective Agreements also provide that in the event of premature retirements on medical grounds the employee is entitled to a pension had the employee completed 10 years' service.

#### 5.1.9 Death Gratuity

CA No 2 of 1983: On the death of an employee with one year's service, a gratuity of one month's gross salary for each year of completed service subject to a minimum of Rs. 5000/- to be paid to the legal heirs.

#### 5.1.10 Trade Union action

CAA Nos. 2 of 1983 and 2 of 1984: The Union and its members have agreed not to engage in any strike or other form of Trade Union action including go-slow, boycott or demonstration or picketing or any form of collective action in respect of any dispute relating to the Agreement. In respect of matters not relating to the Agreement, no trade union action should be taken until the Branch and the Union have exhausted all forms of conciliation to resolve the dispute amicably.

#### 5.1.11 Provident Fund

CAA Nos. 2 and 5 of 1984: Rates of contributions to the Provident Fund to be as follows:

Bank's contribution	:	10% of the basic salary
Employees contribution	:	5% of the basic salary.

#### 5.1.12 Release of Union office-bearers

CA No 2 of 1984: Three office-bearers to be released without pay on the basis of one from Commercial Banks' Association, one from Hatton National Bank and one from Commercial Bank of Ceylon Limited for union work. No office bearer shall be released for more than two years during a period of six years. On resumption of work such employee shall receive incremental credit and other rights. Banks to release two Branch Union office-bearers at one time for matters exclusively pertaining to Union work in the particular Bank, with pay.

### 5.1.13 Promotions or Grading

CA No 2 of 1983: Applicable to officers of the Habib Bank Ltd. It specifies that mere length of service shall not be the sole criterion for promotion, with factors such as efficiency, educational qualifications and character being vital. Vacancies to higher grades to be filled purely on merit.

CA No 2 of 1984: Applicable to other staff. It lays down that clerks who are successful in the Bank examinations would be placed on the Grade II scale provided their overall performance justifies such placement.

The promotions procedure of minor staff too have been laid down in this CA.

CA No 5 of 1984: Covers stenographers. Lays down the procedure for promotions provided they complete the prescribed examinations.

### 5.1.14 Encashment and Availment of Leave

Staff attached to the Banks have been enjoying better leave privileges in comparison with staff in other employment sectors.

CAA Nos. 2 and 5 of 1984: Applicable to other staff. Lays down procedure to regulate accumulation, availment and also encashment of leave which could be summed up as follows:

	entitlement	availment	accumulation
annual leave per year	21	14	7 (max. 90 days)
medical leave per year	24	12	12 (max. 90 days)
casual leave per year	7	7	

An employee could opt to surrender 7 days annual leave and 10 days medical leave in return for one months gross salary.



#### 5.1.15 Deduction of Union Dues

CAA Nos 2 and 5 of 1984: Covers other staff. It provides that Union dues be recovered from and remitted if the Union represent not less than 40% membership.

### 5.2 MERCANTILE, COMMERCIAL AND INDUSTRIAL SECTOR

#### 5.2.1 Salaries

Salary and Salary adjustment procedure forms the core area of all Collective Agreements.

##### 5.2.1.1 Indexation of Wages

The definition of salary, wage or remuneration is given in the Wages Boards Ordinance and the Shop and Office Employees' Act. According to this definition Salary, Wages and Remuneration include any special allowance determined according to the cost of living.

The Wages Boards Ordinance in particular provides for fixation of a special allowance at a rate to be adjusted at periodic intervals to accord as nearly as practicable with the variation in the cost of living index. The competent authority appointed to ascertain the cost of living index from time to time is the Director of Census and Statistics, and the index is declared by a notification published in the Government Gazette at the end of every month.

Most of the Collective Agreements provide for an annual lump sum payment termed the Non-Recurring Cost of Living Gratuity which also affects wage adjustment at the termination of a 12-month period based on the Colombo Consumers' Price Index variation.

The compilation of the CCPI, which dates back to 1952 was based on a survey carried out in 1949/1950 in relation to a basket of essential commodities of specific weights. The variation in prices of given quantities of such commodities have a direct effect on the index. This computation is utilised for adjustment of wages, in Wages Boards Trades and Collective Agreements.

(a) Composition of the monthly budget

The components that were taken into account for the initial formulation of the Colombo Consumers Price Index were as per the list of items scheduled below:

	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Value</u>
			Rs. Cts.	Rs. Cts.
FOOD				125.17
Cereals				27.16
Rice rationed	mea.	28.14	.25	7.04
Rice Outside rationed	mea.	7.37	.87	6.41
Wheat Flour	lb	30.77	.23	7.08
Meals Purchased				8.24
Beverages				20.43
Tea B.O.P.	lb	.08	2.22	.18
Tea Dust	lb	.57	2.00	1.14
Coffee, seed	lb	.28	3.10	.87
Sugar, brown	lb	10.47	.50	5.24
Sugar, white	lb	1.85	.57	1.05
Milk, fresh	bot.		.78	2.42
Milk, condensed	tin	.88	1.00	.88
Milk Foods				2.19
Milk Powder				.27
Prepared Tea with Milk	cup		.06	5.69
Aerated Water	doz.bot		2.16	.50

	<u>Unit</u>	<u>Oty.</u>	<u>Unit Price</u> Rs. Cts.	<u>Value</u> Rs. Cts.
Condiments			.14	.49
Chillies, dried	1b	2.11	1.28	2.70
Coriander	1b	1.32	.13	.83
Salt	1b	9.32	.06	.56
Pepper	1b	.19	5.04	.96
Tumeric	1b	.24	.67	.16
Garlic	1b	.39	1.06	.41
Vinegar	bot.	.25	.68	.17
Mustard	1b	.35	.71	.25
Spices				2.22
Ginger, dried	1b	.16	2.26	
Cumin Seed	1b	.47	1.24	
Fennel Seed	1b	.21	1.24	
Mathe Seed	1b	.16	.67	
Tamarind	1b		.34	.43
Liver	each	46.50	3.89	1.81
Maldive Fish	1b	1.05	1.24	1.30
Onions, Red	1b	4.00	.46	1.84
Onions, Bombay	1b	2.12	.40	.85
Pulses	1b			2.29
Vegetables and Fruits				14.28
Group I (Non Seasonal)				3.93
Group II (Leg)				1.52
Group III (Seasonal)				6.58
Yams				.21
Fruits, Fresh				2.04
Fats & oils				2.98
Coconut oil	bot.	3.17	.87	2.76
Groceries				.58
Butter, fresh	1b	.55	3.01	
Kraft Cheese	tin	.06	1.68	
Jam, LXL	tin	.10	1.41	

	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Value</u>
			Rs. Cts.	Rs. Cts.
Biscuits				
H&P Cream Cracker No 1	tin	.29	3.21	
Meat				7.72
Beef (with Bones)	1b	.37	.74	
Beef (without Bones)	1b	.32	.88	
Mutton (with Bones)	1b	.20	2.00	
Mutton (without Bones)	1b	.11	2.27	
Fish, fresh and dried				20.62
Fish, fresh				10.96
Fish, dried				9.66
Miscellaneous				6.38
Coconuts	each	30.32	12.34	3.74
Papadam	1b		.86	.47
Eggs	each	3.85	.20	.77
Potatoes	1b	4.53	.31	1.40
FUEL AND LIGHT				
Kerosene Oil	bot.	12.94	.18	2.83
Firewood		3.11	1.85	5.75
Matches	each	12.67	3.50	.44
Electricity				.15
HOUSE RENT				11.52
CLOTHING				19.05
Suitings		.14		
Shirtings		.13		
Sarongs		.14		
Camboys		.01		
Verties		.02		
Sarees		.10		
Printed Fabrics		.17		
long Cloth		.08		
Grey Cloth		.01		
Banians		.03		
Silk		.12		

	<u>Unit</u>	<u>Qty.</u>	<u>Unit Price</u> Rs. Cts.	<u>Value</u> Rs. Cts.
Towels		.02	-	
Household Linen		.03	-	
MISCELLANEOUS				37.83
Betel and Arecanuts				3.75
Tobacco				6.41
Hair Dressing, toilet requisites				5.05
Medicine				2.41
Liquor				6.69
Household Goods				1.33
Newspapers				1.21
Education				2.19
Postage				.16
Laundry				3.39
Sports and Clubs				.15
Entertainment				1.28
Transport				3.81
TOTAL (BUDGET)				202.24
INDEX NUMBER (AVERAGE PRICES, 1952 = 100)				

(b) The CCPI figures from 1972 onwards based on the monthly budget:

1972	January	-	148.2	1975	January	-	195.3
	February	-	148.0		February	-	196.5
	March	-	148.0		March	-	197.4
	April	-	149.1		April	-	197.7
	May	-	150.1		May	-	198.0
	June	-	151.6		June	-	198.6
	July	-	151.9		July	-	198.9
	August	-	152.1		August	-	199.2
	September	-	152.5		September	-	199.5
	October	-	152.5		October	-	199.9
	November	-	153.1		November	-	199.2
	December	-	153.5		December	-	199.6
1973	January	-	157.0	1976	January	-	199.8
	February	-	157.0		February	-	199.5
	March	-	158.3		March	-	199.9
	April	-	159.2		April	-	200.3
	May	-	160.1		May	-	201.0
	June	-	164.7		June	-	201.7
	July	-	165.6		July	-	200.4
	August	-	168.5		August	-	200.5
	September	-	169.4		September	-	200.9
	October	-	173.9		October	-	201.5
	November	-	174.7		November	-	201.0
	December	-	175.6		December	-	201.5
1974	January	-	176.8	1977	January	-	202.0
	February	-	178.6		February	-	202.6
	March	-	179.5		March	-	202.8
	April	-	181.8		April	-	202.8
	May	-	182.7		May	-	203.8
	June	-	183.7		June	-	203.9
	July	-	184.6		July	-	204.2
	August	-	189.9		August	-	203.2
	September	-	191.4		September	-	202.0
	October	-	192.4		October	-	202.0
	November	-	193.3		November	-	203.6
	December	-	194.4		December	-	204.6

1978	January	-	204.7
	February	-	221.5
	March	-	221.6
	April	-	222.5
	May	-	226.2
	June	-	227.0
	July	-	228.7
	August	-	231.9
	September	-	236.6
	October	-	236.7
	November	-	238.1
	December	-	239.3

1981	January	-	345.7
	February	-	354.5
	March	-	361.8
	April	-	366.1
	May	-	370.6
	June	-	375.0
	July	-	376.5
	August	-	377.8
	September	-	383.9
	October	-	390.9
	November	-	397.6
	December	-	404.6

1979	January	-	239.9
	February	-	240.5
	March	-	241.1
	April	-	241.9
	May	-	242.8
	June	-	244.3
	July	-	245.2
	August	-	245.9
	September	-	267.8
	October	-	270.5
	November	-	273.0
	December	-	274.4

1982	January	-	406.2
	February	-	407.4
	March	-	407.5
	April	-	412.6
	May	-	414.6
	June	-	416.3
	July	-	418.1
	August	-	419.2
	September	-	419.7
	October	-	421.6
	November	-	423.1
	December	-	426.4

1980	January	-	278.3
	February	-	292.5
	March	-	309.6
	April	-	311.3
	May	-	315.5
	June	-	320.4
	July	-	324.0
	August	-	325.8
	September	-	328.7
	October	-	331.7
	November	-	338.0
	December	-	342.1

1983	January	-	430.3
	February	-	435.7
	March	-	450.0
	April	-	460.0
	May	-	466.8
	June	-	472.6
	July	-	477.1
	August	-	482.9
	September	-	488.7
	October	-	500.4
	November	-	509.6
	December	-	517.8

1984 January - 523.0  
February - 533.6  
March - 542.1  
April - 548.9  
May - 553.9  
June - 558.8  
July - 561.1  
August - 562.3  
September - 560.3  
October - 561.9  
November - 563.1  
December - 566.9

1985 January - 564.0  
February - 559.5  
March - 557.9  
April - 559.9  
May - 565.0  
June - 567.4  
July - 565.6  
August - 555.8  
September - 547.5  
October - 550.0  
November - 567.0  
December - 575.3

1986 January - 586.5  
February - 591.6  
March - 595.3  
April - 597.9  
May - 600.7  
June - 607.5  
July - 606.3  
August - 610.2  
September - 611.0  
October - 613.9  
November - 623.9  
December - 627.5

1987 January - 631.4  
February - 632.1  
March - 632.5  
April - 635.6  
May - 646.6  
June - 658.2  
July - 653.3



#### 5.2.1.2 Non-Recurring Cost of Living Gratuity

The introduction of a payment termed the "Non-Recurring Cost of Living Gratuity" records a significant event in the annals of the history of Collective bargaining.

Prior to 1967 this mode of payment was unknown. For the first time the Ceylon Mercantile Union negotiated with the Employers' Federation of Ceylon for the introduction of this annual payment based on the variable CCPI, in terms of the CA No 5 of 1967. In doing so they fixed the base figure at 112.6. The formula reads as follows:

If the average of the CCPI for the qualifying period exceeds 112.6, a sum computed at rupees two (Rs. 2) for each complete point (i.e. 1.0) by which such average exceeds 112.6 in respect of each month of service during the qualifying period.

It may be noted that the "Qualifying period" referred to therein meant 1st October to 30th September of the preceding twelve months with the amount so calculated to be paid in October.

The Agreement was very popular in that it covered 67 major commercial establishments encompassing white collar employees.

This was followed by the Manual Workers' Collective Agreements of 1971 in respect of six trades which fixed the base figure at 137.5 of the CCPI, payable at Rs. 2.00 per point of increase. The parties to the Agreement were unions affiliated to the:

Ceylon Federation of Trade Unions;  
Sri Lanka Independent Trade Union Federation and  
Ceylon Federation of Labour on the one part,

and the Employers' Federation of Ceylon on the other part.

The agreements covered the following trades:

- Tea Export Trade
- Rubber Export Trade
- Engineering Trade
- Motor Transport Trade
- Printing Trade
- Coir & Bristle Fibre Export Trade.

These Agreements were later extended by the Minister of Labour to cover work-places employing not less than 25 employees (10 in relation to the Motor Transport trade if that was ancillary to other applicable trades) exercising powers vested in him under Section 10 of the Industrial Disputes Act. Extension Order was made on 1. Feb. 1972.

Quite apart from the legality of extension orders, parties to Collective Bargaining preferred the inclusion of this clause relating to "non-recurring cost of living gratuity" with varying base figures in their agreements. Payments per point of increase ranged from Rs. 2.00 to Rs. 5.00.

Recent developments include (CAA Nos 2, 3, 4, 5 and 6 of 1982) the provisions to consolidate the previous 12 months average to the basic wage which in effect functions as a wage adjustment machinery operating annually. The non-recurring cost of living gratuity does not attract the computation of overtime, EPF, ETF or holiday pay, unless and until the twelve month average is added. Agreements also provide that employees shall not be entitled to this payment in respect of any period for which they receive no wages for whatever reason.

#### 5.2.1.3 Annual Increments

The Collective Agreements where scales of wages have been laid down contain clauses which regulate the grant of annual increments. Generally, annual increments are automatic and it has been the managements prerogative

to grant additional increments if desired on assessment of the employee's performance, attendance, efficiency, loyalty etc., with such criteria varying depending on the individual employer. The progression of annual increments in the different Collective Agreements are listed under 5.2.1.5.

At the same time managements have to deal with situations of irregular attendance, indiscipline, general inefficiency; serious misconduct etc. in which event employees have to be notified in writing and once the employee has been found guilty after a due disciplinary inquiry, the increment may be either stopped or deferred.

The words "suspend", "stop" and "defer" are explained below:

"Suspend" means the withholding of an increment for a period pending a decision to be taken to defer or stop an increment, which decision will be dependent upon the consideration of factors which gave to the suspension. If in accordance with such decision the increment is neither deferred nor stopped then the suspension shall be treated as waived and the full increment from the date of the suspension shall accrue to the employee.

"Stop" means to stop payment of an increment to the employee for a particular period of time in any year. This will result in a recurring loss of the increment for the rest of the career.

"Defer" means to stop payment of an increment to the employee for a particular period of time in any year which will result in a recurring loss of the increment for the rest of the career.

CAA Nos 12, 13, 14, 15 of 1984, 8 of 1985 and 1 of 1986: The annual increments shall be automatic unless as a matter of punishment on account of serious misconduct an increment is suspended, stopped or deferred on account of unsatisfactory work.

CAA Nos 7 of 1981, 2, 3, 4, 5, 6, 16, 24 of 1982, 10 of 1984 and 1, 2, 3, 4, 5, 7 of 1985: Annual increments are automatic unless as a matter of punishment for general inefficiency, including irregular or late attendance or

disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred. In such an event an employee has to be notified in writing and the employee has to be found guilty after due inquiry of inefficiency, fraud or misconduct.

CAA Nos 9, 11 of 1984 and 4 of 1985: This agreement while ensuring the grant of additional increments dependant upon performance and attendance evaluated by the management, lays down definitions of the terms "suspend", "stop" and "defer" used in relation to increments, and lapses on the part of an employee when circumstances do not merit termination of employment.

CA No 6 of 1985: Employees whose work and conduct are satisfactory will normally be entitled to their annual increments from 1st January each Year.

Gross monthly wage up to Rs. 1300/-	Rs. 20/-
Between Rs. 1301/- and Rs. 1600/-	Rs. 23/-
Over Rs. 1600/-	Rs. 26/-

If there is to be a general increase in wages during the pendency of the agreement the increments will be adjusted accordingly.

#### 5.2.1.4 Consolidation of allowances to the wages

The scales of wages set out in the schedules of the Collective Agreements under 5.2.1.5 include some of the allowances, both statutory and non-statutory, received by employees prior to the Agreements, where the parties have consented that such allowances would become non-operative with the introduction of new scales. Such statutory and non-statutory allowances are:

- a) An allowance of twenty (20) percent upto a maximum of fifty rupees (Rs. 50) per month, payable in terms of the Special Allowances of Workers Law No 17 of 1978.
- b) An allowance of twenty five rupees (Rs. 25) per month payable in terms of the Special Allowance of Workers Law No 17 of 1978.
- c) An allowance of fifteen rupees (Rs. 15) per month payable in terms of the Budgetary Relief Allowance of Workers' (No 2) Law No 18 of 1978.

- d) An allowance of twenty five (25) percent upto a maximum of fifty rupees (Rs. 50) per month payable in terms of the Budgetary Relief Allowance of Workers' Law No 1 of 1978.
- e) A ten (10) percent allowance with a minimum of fifty rupees (Rs. 50) per month recommended by the Federation with effect from January 1979.
- f) An allowance of fifty five rupees (Rs. 55) per month payable in terms of the Supplementary Allowance of Workers Act No 65 of 1979.

#### 5.2.1.5 Wages and Salary Scales

##### A. CA No 7 of 1981:

Grade I	<u>Rs. 750.00 - Rs. 1050.00</u> 20 of Rs. 15.00
Grade II	<u>Rs. 660.00 - Rs. 1400.00</u> 25 of Rs. 25.00
Special Grade	<u>Rs. 1185.00 - Rs. 1745.00</u> 16 of Rs. 35.00
Minor Staff - Peons, Tea-boys, watchers, Messengers	<u>Rs. 675.00 - Rs. 1090.00</u> 14 of Rs. 12.50, 16 of Rs. 15.00

Every year as from 1st September the above scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2.00 per point of increase on the CCPI. Thus the variations effected from year to year are as follows: Rs. 70/- in 1982, Rs. 126/- in 1983, Rs. 146/- in 1984, nil in 1985 and Rs. 126 in 1986.

B. CA No 2 of 1982:

Female		<u>Rs. 655.00 - Rs. 905.00</u> 25 of Rs. 10.00
Males	Grade II	<u>Rs. 665.00 - Rs. 977.50</u> 23 of Rs. 12.50
Intermediate		<u>Rs. 675.00 - Rs. 1012.00</u> 25 of Rs. 13.50
Males	Grade I	<u>Rs. 685.00 - Rs. 1047.50</u> 25 of Rs. 14.50
Head bailing Press Operators		<u>Rs. 680.00 - Rs. 1055.00</u> 25 of Rs. 15.00
Watchers		<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00

Every year as from 1st December the above mentioned scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2.00 per point of increase on the CCPI. Thus the variations effected from year to year are as follows: Rs. 36/- in 1982, Rs. 166/- in 1983, Rs. 90/- in 1984, nil in 1985, Rs. 96/- in 1986.

C. CA No 3 of 1982:

Unskilled	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50, 16 of Rs. 15.00
Semi-skilled	<u>Rs. 680.00 - Rs. 1055.00</u> 20 of Rs. 15.00

Skilled	<u>Rs. 750.00 - Rs. 1320.00</u> 11 of Rs. 17.50, 12 of Rs. 20.00
Watchers	<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00

Every year as from 1st December the above scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2/- per point of increase in the CCPI. Thus the variations effected from year to year are: Rs. 36/- in 1982, Rs. 166/- in 1983, Rs. 90/- in 1984, nil in 1985 and Rs. 96/- in 1986.

D. CA No 4 of 1982:

Females	<u>Rs. 655.00 - Rs. 905.00</u> 25 of Rs. 10.00
Males	Grade II <u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 13.50
Males	Grade III <u>Rs. 685.00 - Rs. 1047.50</u> 25 of Rs. 14.50
Watchers	<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00

Every year as from 1st December the above scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2/- per point of increase on the CCPI. Thus the variations effected from year to year are: Rs. 36/- in 1982, Rs. 166/- in 1983, Rs. 90/- in 1984, nil in 1985 and Rs. 96/- in 1986.

E. CA No 5 of 1982:

Class B	<u>Rs. 725.00 - Rs. 1100.00</u> 25 of Rs. 15.00
Class C	<u>Rs. 690.00 - Rs. 1053.00</u> 12 of Rs. 14.00, 13 of Rs. 15.00
Class D	<u>Rs. 750.00 - Rs. 1320.00</u> 11 of Rs. 15.50, 19 of Rs. 20.00
Class G	<u>Rs. 670.00 - Rs. 982.50</u> 25 of Rs. 12.50
Class H	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50
Unskilled	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50

Every year from 1st December, the above scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2/- per point of increase on the CCPI. Thus the variations effected from year to year are: Rs. 36/- in 1982, Rs. 166/- in 1983, Rs. 90/- in 1984, nil in 1985 and Rs. 96/- in 1986.

F. CA No 6 of 1982:

Females	Grade II	<u>Rs. 665.00 - Rs. 905.00</u> 25 of Rs. 10.00
	Grade I	<u>Rs. 660.00 - Rs. 935.00</u> 25 of Rs. 11.00



Males	Grade II	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50
Intermediate		<u>Rs. 675.00 - Rs. 1012.50</u> 25 of Rs. 14.00
Males	Grade I	<u>Rs. 685.00 - Rs. 1047.50</u> 25 of Rs. 14.50
Watchers		<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00

Every year as from 1st December the above scales are modified with the addition of the cost of living average for the previous 12 months to be computed at Rs. 2/- per point of increase on the CCPI. Thus the variations effected from year to year are: Rs. 36/- in 1982, Rs. 166/- in 1983, Rs. 90/- in 1984, nil in 1985, Rs. 96/- in 1986.

G. CA No 16 of 1982:

a) unskilled	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50
b) semi-skilled	<u>Rs. 680.00 - Rs. 1055.00</u> 25 of Rs. 15.00
c) skilled	<u>Rs. 750.00 - Rs. 1320.00</u> 30 of Rs. 20.00
d) watchers	<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00

The above scale is to be modified by addition of Rs. 368/- from 1st December 1986 according to the increase of CCPI-average.

H. CA No 24 of 1982:

Grade I	<u>Rs. 665.00 - Rs. 977.50</u> 25 of Rs. 12.50
Grade II	<u>Rs. 680.00 - Rs. 1030.00</u> 25 of Rs. 14.00
Grade III	<u>Rs. 750.00 - Rs. 1158.50</u> 4 of Rs.14 & 8 of Rs. 15.50 8 of Rs. 7 & 5 of Rs. 18.50

Every year as from 1st December, wages are revised with the addition of the previous 12 months cost of living average computed at Rs. 2/- per pt. of increase in the CCPI. Thus the variations that were effected after signing the above agreement would be Rs.36/- on 1st Dec. 1982, Rs.166/- on 1st Dec. 1983, Rs. 90/- on 1st Dec. 1984 and Rs. 96/- on 1st Dec. 1986.

I. CA No 4 of 1984:

Manual and Labour

Piece rated	Basic Scale	Minimum basic wage
Grade I	Rs. 240.70	Rs. 181.00
Grade II	Rs. 235.90	Rs. 177.35
Grade III	Rs. 228.60	Rs. 171.90
Grade IV	Rs. 221.40	Rs. 166.50
Grade V	Rs. 216.50	Rs. 162.80
Grade VI	Rs. 214.10	Rs. 161.00
Grade VII	Rs. 211.80	Rs. 159.25
Grade VIII	Rs. 209.40	Rs. 157.45
Grade IX	Rs. 207.10	Rs. 155.70
Grade X	Rs. 205.50	Rs. 154.50

Placement is dependent upon performance and output. The analysis of the piece rate formula is considered highly scientific and secret.

Weekly fixed scale

A	<u>Rs. 171.30 - Rs. 259.75</u>
	29 of Rs. 3.05

B	<u>Rs. 154.55 - Rs. 216.90</u>
	29 of Rs. 2.15

C	<u>Rs. 147.75 - Rs. 197.05</u>
	29 of Rs. 1.70

Monthly fixed scale

A	<u>Rs. 740.05 - Rs. 1114.15</u>
	29 of Rs. 12.90

B	<u>Rs. 666.75 - Rs. 940.80</u>
	29 of Rs. 9.45

C	<u>Rs. 637.30 - Rs. 853.35</u>
	29 of Rs. 7.45

J. CA No 6 of 1984:

Clerical Staff

Grade A	<u>Rs. 1527.00 - Rs. 2127.00</u>
	20 of Rs. 30.00

Grade B	<u>Rs. 1629.00 - Rs. 2529.00</u>
	25 of Rs. 36.00

Grade C	<u>Rs. 1791.00 - Rs. 3051.00</u>
	steps of Rs. 54.00

Grade D	<u>Rs. 2061.00 - Rs. 3321.00</u> steps of Rs. 66.00
Grade E	<u>Rs. 2349.00 - Rs. 3519.00</u> 15 of Rs. 78.00
<u>Accounts Assistant</u>	<u>Rs. 2583.00 - Rs. 4563.00</u> steps of Rs. 108.00
<u>Stenographers</u>	
Grade A	<u>Rs. 1557.00 - Rs. 2217.00</u> steps of Rs. 36.00
Grade B	<u>Rs. 1665.00 - Rs. 2445.00</u> steps of Rs. 42.00
<u>Confidential Stenographer</u>	<u>Rs. 1821.00 - Rs. 2841.00</u> steps of Rs. 54.00
<u>Peons</u>	<u>Rs. 1419.00 - Rs. 2049.00</u> steps of Rs. 24.00
K. CA No 7 of 1984:	
<u>Field Instructors</u>	<u>Rs. 1623.00 - Rs. 3063.00</u> steps of Rs. 54.00
<u>Overseer</u>	<u>Rs. 1490.00 - Rs. 2390.00</u> steps of Rs. 36.00

The first schedule lists the names of employees covered.

L. CA No 8 of 1984:

Grade 5 (Staff)

Rs. 1307.00 - Rs. 1937.00  
steps of Rs. 21.00

Grade 4 (a) (Staff)

Rs. 1346.00 - Rs. 2021.00  
steps of Rs. 24.00

Grade 3 (a) (Staff)

Rs. 1400.00 - Rs. 2390.00  
steps of Rs. 36.00

Special Grade 4 (b)

Rs. 1346.00 - Rs. 2216.00  
steps of Rs. 36.00

The first schedule lists the names of employees covered.

M. CA No 9 of 1984:

Technical specialists-special

Rs. 2150.00 - Rs. 3542.50  
35 of Rs. 40.50

Foreman, Senior assistants;  
Stenographers - V

Rs. 2010.00 - Rs. 3235.00  
35 of Rs. 35.00

Office assistants, store-  
keepers, Laboratory analysts,  
Technicians, Clerks IV

Rs. 1780.00 - Rs. 2830.00  
35 of Rs. 30.00

Skilled personnel, machine  
operators, clerks, typists  
Assistant storekeepers - III

Rs. 1665.00 - Rs. 2412.50  
20 of Rs. 20.50, 15 of Rs. 22.50

Drivers, plant operators, dairy attendants, telephonists, First-aid nurse, storemen, forklift operators, semi-skilled personnel - II Rs. 1607.50 - Rs. 2257.50  
20 of Rs. 17.50, 15 of Rs. 20

Porters, labourers - I Rs. 1550.00 - Rs. 2095.00  
20 of Rs. 14.50, 15 of Rs. 17

The above scale is to be modified by the addition of Rs. 104/- from 1st April 1986 according to the increase in the CCPI-average.

N. CA No 10 of 1984:

Printing Trade Rs. 1050.00 - Rs. 1675.00  
Class A 25 of Rs. 25.00

Class B Rs. 1015.00 - Rs. 1515.00  
25 of Rs. 20.00

Class C Rs. 975.00 - Rs. 1350.00  
25 of Rs. 15.00

Class D Rs. 950.00 - Rs. 1262.50  
25 of Rs. 12.50

Every year as from 1st August, wages are revised with the addition of the previous 12 months cost of living average computed at Rs. 2/- per point of increase in the CCPI. Thus the above scales were varied on 1st August 1986 by the addition of Rs. 100/- at every stage.

O. CA No 11 of 1984:

Drivers, garage mechanics	<u>Rs. 1607.50 - Rs. 2257.50</u> 20 of Rs. 17.50, 15 of Rs. 20
Porters	<u>Rs. 1550.00 - Rs. 2095.00</u> 20 of Rs. 14.50, 15 of Rs. 17
Packers, unskilled labour	<u>Rs. 1492.50 - Rs. 1967.50</u> 20 of Rs. 12.50, 15 of Rs. 15

Every year on 1st April wages are adjusted with the addition of the previous years cost of living average, computed at Rs. 2/- per pt. of increase in the CCPI. Thus the above scale had been modified on 1st April 1985 by the addition of Rs. 30/-, on 1st April 1986 by the addition of Rs. 74/-, and on 1st April 1987 by addition of Rs. 75/-.

P. CA No 12 of 1984:

Group 13	<u>Rs. 1299.00 - Rs. 1767.50</u> steps of Rs. 16.00
Group 9, 12 and 12 (a)	<u>Rs. 1111.50 - Rs. 1817.50</u> steps of Rs. 17.00
Group 11	<u>Rs. 1336.50 - Rs. 1880.00</u> steps of Rs. 18.50
Group 10	<u>Rs. 1305.00 - Rs. 1774.00</u> steps of Rs. 16.00
Group 8	<u>Rs. 1324.00 - Rs. 1867.50</u> steps of Rs. 18.50
Group 7	<u>Rs. 1330.00 - Rs. 1911.50</u> steps of Rs. 19.50

Group 6	<u>Rs. 1342.50 - Rs. 1961.50</u> steps of Rs. 21.00
Group 5	<u>Rs. 1361.50 - Rs. 2017.50</u> steps of Rs. 22.00
Operator Gr. II	<u>Rs. 1399.00 - Rs. 1977.00</u> steps of Rs. 25.00
Operator Gr. I	<u>Rs. 1411.50 - Rs. 2099.00</u> steps of Rs. 31.50

Every year on 1st September wages are adjusted with the addition of the previous 12 months cost of living average computed at Rs. 2/50 per point of increase in the CCPI. Thus the above scales had been modified in September 1986, by the addition of Rs. 155/-.

Q. CA No 13 of 1984:

Group 4 (a)	<u>Rs. 1401.50 - Rs. 2104.50</u> steps of Rs. 25.00
Group 4 (b)	<u>Rs. 1401.50 - Rs. 2307.50</u> steps of Rs. 37.50
Group 3 (b)	<u>Rs. 1457.50 - Rs. 2489.00</u> steps of Rs. 37.50
Group 3 (b)	<u>Rs. 1457.50 - Rs. 2676.50</u> steps of Rs. 44.00
Group 2	<u>Rs. 1539.00 - Rs. 2945.00</u> steps of Rs. 50.00



Every year on 1st September wages are adjusted with the addition of the previous 12 months cost of living average computed at Rs. 2/50 per point of increase in the CCPI. Thus the above scales had been modified on September 1986, by the addition of Rs. 155/-.

R. CA No 15 of 1984:

Group 10	<u>Rs. 1305.00 - Rs. 1774.00</u> steps of Rs. 16.00
Group 9	<u>Rs. 1311.00 - Rs. 1817.50</u> steps of Rs. 17.00
Group 7	<u>Rs. 1330.00 - Rs. 1911.50</u> steps of Rs. 19.50
Group 6	<u>Rs. 1342.50 - Rs. 1961.50</u> steps of Rs. 21.00
Group 5	<u>Rs. 1361.50 - Rs. 2017.50</u> steps of Rs. 22.00
Group 4 (a)	<u>Rs. 1401.50 - Rs. 2104.50</u> steps of Rs. 25.00
Group 4 (b)	<u>Rs. 1401.50 - Rs. 2307.50</u> steps of Rs. 37.50
Group 3 (a)	<u>Rs. 1457.50 - Rs. 2489.00</u> steps of Rs. 37.50
Group 3 (b)	<u>Rs. 1457.50 - Rs. 2676.50</u> steps of Rs. 44

Every year on 1st September wages are adjusted with the addition of the previous years cost of living average computed at Rs. 2/50 per point of increase in the CCPI. Thus the above scales had been modified on 1st September 1986 by the addition of Rs. 155/-

S. CA No 17 of 1984:

Clerical and Supervisory Staff

Grade I Rs. 820.00 - Rs. 1120.00  
20 of Rs. 15.00

Grade II Rs. 930.00 - Rs. 1470.00  
20 of Rs. 20.00

Higher Grade Rs. 1120.00 - Rs. 1620.00  
20 of Rs. 25.00

Special Grade Rs. 1255.00 - Rs. 1815.00  
16 of Rs. 35.00

Minor Staff Rs. 745.00 - Rs. 1160.00  
16 of Rs. 15.00

Engineering Trade

Unskilled Rs. 665.00 - Rs. 977.50  
25 of Rs. 12.50

Semi-skilled Rs. 680.00 - Rs. 1055.00  
25 of Rs. 15.00

Skilled Rs. 750.00 - Rs. 1320.00  
12 of Rs. 17.50, 18 of Rs.20.00

Charge hands

Grade I	<u>Rs. 850.00 - Rs. 1250.00</u> 20 of Rs. 10.00
Grade II	<u>Rs. 940.00 - Rs. 1490.00</u> 22 of Rs. 25.00
Grade III	<u>Rs. 1285.00 - Rs. 1740.00</u> 13 of Rs. 35.00
Motor Transport Trade	
Class D	<u>Rs. 750.00 - Rs. 1320.00</u> 12 of Rs. 17.50, 18 of Rs.20.00

Every year as from 1st April, wages are revised with the addition of the previous 12 months cost of living average computed at Rs. 2/- per point of increase on the CCPI. Thus the wage variation effective after signing the agreement would be Rs. 184/- on 1st April 1984, Rs. 18/- on 1st April 1985, Rs. 70/- on 1st April 1986, and Rs. 68/- on 1st April 1987.

T. CA No 1 of 1985:

Special Grade

Supervisors, Confidential Secretaries, Senior Assistants, Chief Storekeepers, Senior Technical Assistants, Shipping Assistants, Import Assistants	<u>Rs. 2050.00 - Rs. 3450.00</u> 35 of Rs. 40.00
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Higher Grade

Stenographers, Book-Keepers, Store-keepers, Technical Assistants, Senior Wharf Clerks, Senior Telephonists, Receptionists, Cashiers

Rs. 1820.00 - Rs. 2870.00  
35 of Rs. 30.00

Junior Grade

Clerks, Wharf Clerks Assistant Storekeepers, Telephonists/Receptionists, Typist Clerks

Rs. 1705.00 - Rs. 2480.00  
20 of Rs. 20.00 and  
15 of Rs. 25.00

Grade A

Peons, Messengers, Watchers, Office Labourers

Rs. 1590.00 - Rs. 2190.00  
20 of Rs. 15.00 and  
15 of Rs. 20.00

U. CA No 2 of 1985:

Unskilled

Rs. 1547.00 - Rs. 1922.00  
25 of Rs. 15.00

Semi-skilled                      Grade I

Rs. 1567.00 - Rs. 2004.50  
25 of Rs. 17.50

Grade II

Rs. 1674.50 - Rs. 2187.00  
20 of Rs. 20.00, 5 of Rs. 22.50

Counterman                      Grade I

Rs. 1567.00 - Rs. 2004.50  
25 of Rs. 17.50

Grade II	<u>Rs. 1674.50 - Rs. 2187.00</u> 20 of Rs. 20.00, 5 of Rs. 22.50
Skilled	<u>Rs. 1592.00 - Rs. 2204.50</u> 25 of Rs. 24.50
Storemen	<u>Rs. 1592.00 - Rs. 2204.00</u> 25 of Rs. 24.00
Charge hands	Grade I <u>Rs. 1602.00 - Rs. 1969.50</u> 15 of Rs. 24.50
Grade II	<u>Rs. 1687.00 - Rs. 2111.00</u> 16 of Rs. 26.50
Quality Control Inspectors	Grade I <u>Rs. 1602.00 - Rs. 1969.50</u> 15 of Rs. 24.50
Grade II	<u>Rs. 1687.00 - Rs. 2111.00</u> 16 of Rs. 26.50
Tool room Specialists	Grade I <u>Rs. 1602.00 - Rs. 1969.50</u> 15 of Rs. 24.50
Grade II	<u>Rs. 1687.00 - Rs. 2111.00</u> 16 of Rs. 26.50
Grade III	<u>Rs. 1832.00 - Rs. 2217.00</u> 14 of Rs. 27.50
Chief Cook	<u>Rs. 1617.00 - Rs. 2082.50</u> 19 of Rs. 24.50

Cooks		<u>Rs. 1567.00 - Rs. 2004.50</u> 25 of Rs. 17.50
Drivers	Grade I	<u>Rs. 1582.00 - Rs. 1982.00</u> 10 of Rs. 20.00
	Grade II	<u>Rs. 1677.00 - Rs. 2004.50</u> 15 of Rs. 24.50
Purchaser		<u>Rs. 1687.00 - Rs. 2079.00</u> 16 of Rs. 24.50
Canteen Supervisor	Grade I	<u>Rs. 1602.00 - Rs. 1969.50</u> 15 of Rs. 24.50
	Grade II	<u>Rs. 1687.00 - Rs. 2111.00</u> 16 of Rs. 26.50
Senior Quality Controller	Grade I	<u>Rs. 1687.00 - Rs. 2111.00</u> 16 of Rs. 26.50
	Grade II	<u>Rs. 1832.00 - Rs. 2217.00</u> 14 of Rs. 27.50

On reaching the maximum in Grade II Senior Quality Controllers have an opening to a Grade III scale, if quality control responsibilities merit such a creation.

Foreman and Leading Hand	<u>Rs. 1927.00 - Rs. 2557.00</u> 22 of Rs. 30.00
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Every year, as from 1st September, the above scales of wages will be revised with the addition of the cost of living variation average in respect of the previous 12 months computed on the basis of Rs. 2/- per point of increase in the CCPI. Thus the scale requires variation in respect of 1st September 1986 by Rs. 124/-.

V. CA No 3 of 1985:

Engineering Trade -

unskilled

Rs. 1038.00 - Rs. 1443.00

25 of Rs. 16.20

Semi-skilled

Rs. 1074.00 - Rs. 1554.00

25 of Rs. 19.20

Skilled

Rs. 1170.00 - Rs. 1890.00

12 of Rs. 22.20, 18 of Rs. 25.20

Ice and Aerated water Trade

Unskilled

Rs. 1038.00 - Rs. 1413.00

25 of Rs. 15.00

Semi-skilled

Rs. 1056.00 - Rs. 1506.00

25 of Rs. 18.00

Skilled

Rs. 1140.00 - Rs. 1824.00

12 of Rs. 21.00, 18 of Rs. 24.00

Motor Transport Trade

Driver - cum-deliveryman

Rs. 1110.00 - Rs. 1560.00

and Class B Workers

25 of Rs. 18.00

All other trades

Unskilled

Rs. 1038.00 - Rs. 1413.00

25 of Rs. 15.00

Semi-skilled Rs. 1056.00 - Rs. 1506.00  
25 of Rs. 18.00

Skilled Rs. 1140.00 - Rs. 1824.00  
12 of Rs. 21.00, 18 of Rs. 24.00

Parties have agreed that if the state recommends any increase in wages that the employer shall implement such increases.

W. CA No 4 of 1985:

Engineering Trade

Unskilled Rs. 1207.00 - Rs. 1519.50  
25 of Rs. 12.50

Semi-skilled Rs. 1222.00 - Rs. 1597.00  
25 of Rs. 15.00

Skilled Rs. 1292.00 - Rs. 1862.00  
12 of Rs. 17.50, 18 of Rs. 20.00

Watchers Rs. 1222.00 - Rs. 1572.00  
25 of Rs. 14.00

Every year, as from 1st December the above scales of wages will be revised with the addition of the cost of living variation average in respect of the previous 12 months computed on the basis of Rs. 2/- per point of increase on the CCPI. Since the cost of living index has risen, the adjustment at every stage needed would be Rs. 30/- in 1st December 1985, and Rs. 94/- in 1st December 1986.

Further in addition to the above, provision exists to increase wages by Rs. 25/- at every stage on 1st February 1987.



X. CA No 5 of 1985:

Technical Specialists

Confidential Secretaries

Special Grade

Rs. 2125.00 - Rs. 3542.50

35 of Rs. 40.50

Foremen, Senior Assistants,

Stenographers

Grade IV

Rs. 2010.00 - Rs. 3235.00

35 of Rs. 35.00

Office Assts. Storekeepers

Laboratory Analysts

Grade V

Rs. 1780.00 - Rs. 2830.00

35 of Rs. 30.00

Technicians

Grade IV

Rs. 1685.00 - Rs. 2412.50

Skilled Personnel,

20 of Rs. 20.50, 15 of Rs. 22.50

Plant Operators, (Triple

Effect Vacuum Pan Filler)

Sen.Clerks, Typists, Cashiers

Drivers, Machine Operators Grade III

Rs. 1697.50 - Rs. 2257.50

(Water Filterators, Plant

20 of Rs. 17.50, 15 of Rs. 20.00

Operators, Water Pump Ope-

rators, Refrigeration Plant

Operators, CR Seamon Opera-

tors, Packer Operators, Mixing,

Cream Separators, Tank Room

Daily Attendants, Junior Clerks,

Telephonists, First-Aid Nurse,

Storeman, Forklift Operators,

Security Guards, Semi-skilled )

Porters, Labourers

Grade II

Rs. 1550.00 - Rs. 2095.00

20 of Rs. 14.50, 15 of Rs. 17.00

Every year, as from 1st January, wages are revised with the addition of the previous 12 months cost of living index variation average computed at Rs. 2/- per point of increase in the CCPI. Hence the increase in scale was Rs. 82/- on 1st January 1987.

Y. CA No 7 of 1985:

Unskilled -	<u>Rs. 841.00 - Rs. 1036.00</u>
hall boys, bar waiters, watchers, conservancy labourers	5 of Rs. 5.00, 16 of Rs. 7.50, 5 of Rs. 10.00
Semi-skilled -	
Asst. bar keepers, checkers, 3rd Asst. operators	<u>Rs. 863.00 - Rs. 1093.00</u> 8 of Rs. 7.50, 17 of Rs. 10.00
Skilled Grade II -	
Bar keepers, firemen, 1st Asst. operators	<u>Rs. 888.00 - Rs. 1145.00</u> 4 of Rs. 7.50, 14 of Rs. 10.00 7 of Rs. 12.50
Skilled Grade I -	
Head operators	<u>Rs. 923.00 - Rs. 1225.50</u> 14 of Rs. 10.00, 11 of Rs. 12.50, 2 of Rs. 15.00
Clerical Grade II and Grade III	
Asst. Clerks	<u>Rs. 868.00 - Rs. 1098.00</u> 4 of Rs. 7.50, 15 of Rs. 10.00 4 of Rs. 12.50

Cashier Clerks

Rs. 898.00 - Rs. 1198.00

15 of Rs. 10.00, 10 of Rs.12.50

2 of Rs. 15.00

The above mentioned wages are to be revised on the following basis:

- a) the difference between 566.9 and the Dec. 1985 CCPI to be multiplied by Rs. 1.04
- b) the sum so determined to be divided by two and added on to the stages in the scale.

From January 1986 onward the cost of living allowance to be paid monthly, determined at the Dec. 1985 base figure and at the rate of Rs. 1/04 per point of increase on the CCPI.

Z. CA No 1 of 1986:

Factory Production Workers

Rs. 879.00 - Rs. 1066.50

25 of Rs. 7.50

Engineering Trade:

- Skilled

Rs. 1004.00 - Rs. 1254.00

25 of Rs. 10.00

- semiskilled

Rs. 960.50 - Rs. 1173.00

25 of Rs. 8.50

- unskilled

Rs. 935.50 - Rs. 1123.00

25 of Rs. 7.50

Drivers

Rs. 992.00 - Rs. 1204.00

25 of Rs. 8.50

Watchers

Rs. 960.50 - Rs. 1173.00

25 of Rs. 8.50

## 5.2.2 Allowances

### 5.2.2.1 Shift Allowance

CA No 4 of 1984:

The shift allowance payable to employees who work on shifts shall be 10 % of their earnings on the second shift, and 12 % of the earnings on the third shift.

CA No 15 of 1984:

This lays down two specific terms governing shift work.

- a) the manner and the basis of shift allowance hitherto adhered to would continue while the quantum is increased by Rs. 3/- in respect of the second and third shifts.
- b) The disturbance allowance paid to the first shift remains the same, whilst the amount paid to those who are required to report at or before 5.30 a.m. has been increased by Rs. 1/50.

CA No 11 of 1984:

Whilst the manner and basis of payment remain unaltered, the quantum of payment for the second shift raised to Rs. 10/-.

CA No 13 of 1984:

The manner and basis of payment of this allowance remain the same, but the quantum of payment in respect of the second shift to be Rs. 11/25 for non-tally and Rs. 13/- for senior section mechanics.

CA Nos 9 of 1984 and 5 of 1985:

Employees who are required to work on shifts in the engineering and production departments and who present themselves at work, to be paid on the following basis:

Morning shift	-	Rs. 6/-
Afternoon "	-	Rs. 8/-
Night "	-	Rs. 12/-

CA No 1 of 1985:

Store-keepers and technical assistants who are required to work on shifts to be paid a shift allowance on the following basis, in respect of the days they present themselves to work.

Morning shift	-	Rs. 4/-
Afternoon "	-	Rs. 6/-
Night "	-	Rs. 8/-

CA No 2 of 1985:

Such employee to be paid on the following basis for working in following shifts:

first shift	-	Rs. 6/-
second "	-	Rs. 8/-
boilermen	-	Rs. 8/- (irrespective of the 3 shifts)

CA No 11 of 1985:

Supervisory and clerical staff will be entitled to the following shift allowances:

	6 a.m. 2 p.m. Rs.	2 a.m. 9 p.m. Rs.	9 p.m. 6 a.m. Rs.	6 a.m. 6 p.m. Rs.	6 p.m. 6 a.m. Rs.
Supervisory staff	8.25	11.25	24.00	14.00	29.25
Clerical staff	5.50	8.00	15.50	10.50	10.00

CA No 6 of 1985:

shift employees	2.50	3.25	7.50	4.50	9.00
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CA No 1 of 1986:

After 8 p.m. a worker on shift duty is to be paid Rs. 2/50 per day.

5.2.2.2 Boilermen's Allowance

CA No 12 of 1984:

Boilermen to be paid Rs. 85/- per month.

5.2.2.3 Travelling Allowance

CA No 12 of 1984:

Each employee to be paid a sum of Rs. 125/- per month.

CA No 14 of 1984:

Each employee to be paid a sum of Rs. 150/- per month.

CA No 15 of 1984:

tally employees - Rs. 125/- per month  
non-tally " - Rs. 150/- per month

5.2.2.4 Recreational Allowance

CA No 14 of 1984:

Each employee to be paid a sum of Rs. 375/- per year when an employee avails himself of the rostered annual leave.

CA No 15 of 1985:

tally employees - Rs. 175/- per year) when employee avails himself of the  
non-tally " - Rs. 200/- per year) rostered annual leave

5.2.2.5 Banking Allowance

CA No 12 of 1985:

Provides for the payment of a sum of Rs. 35/- per month to peons on account of this duty.

5.2.2.6 Washing Allowance

CA No 8 of 1985:

A sum of Rs. 40/- per month to be paid to employees to whom uniforms have been supplied with. It has also been agreed not to consider this allowance as a part of wages for the purpose of calculating Provident Fund, Trust Fund and other consequential payments.

CA No 12 of 1985:

A sum of Rs. 40/- per month to be paid to staff issued with uniforms.

CA No 2 of 1985:

A sum of Rs. 20/- per month to be paid to each employee.

5.2.2.7 Charge hand and Quality Control Inspectors Allowance

CA No 2 of 1985:

Provides for the payment of a sum of Rs. 2/50 per day to an employee who is called upon to act in the above positions.

5.2.2.8 Meal Allowance

CA No 4 of 1985:

It has been agreed to pay a meal allowance of Rs. 7/- per day to each employee and to increase the amount for tea to Rs. 1/25.

CAA Nos 6 of 1985 and 12 of 1985:

It has been agreed to provide meals at cost price, which price may be subject to change depending on the circumstances.

The employer to supply tea in the morning and afternoon, while female employees and night shift employees are to be provided with milk, while other employees to be provided with barley/orange, passionfruit etc. as may be recommended by the company doctor.

CA No 11 of 1984:

It had been agreed to pay a lunch subsidy of Rs. 5/- for each day at work.



#### 5.2.2.9 Housing Allowance

CA No 1 of 1986:

A married worker to be paid Rs. 125/- per month and an unmarried worker to be paid Rs. 100/- per month.

#### 5.2.3 Sick Leave

Sick leave being a non-statutory entitlement forms one of the major aspects of worker welfare. Agreements of recent origin necessarily provide for up to 21 days of paid leave a year with conditions attached to the grant of the entitlement.

CAA Nos 2, 3, 4, 5, 6, 16, 24, 10 of 1984 and 3, 4 of 1985 and 1 of 1986:

The entitlement of 21 days granted on the condition that:

- a) the illness is supported by a certificate from a registered medical practitioner (unless waived by his employer) and
- b) probationers are entitled on confirmation to 10 days if confirmed after 6 months, and 5 days if confirmed after 9 months.

CA No 4 of 1984:

The conditions that govern the grant of 21 days are:

- a) illness to be supported by a certificate from a registered medical practitioner and the leave recommended by the Company Director.
- b) immediately prior to such leave the employee to have worked in the firm for a period of not less than 6 months,

- c) employee's entitlement in the first year of employment to be computed on the basis of two working days for each completed period of 2 months,
- d) whenever necessary a workman on maternity leave would be substituted. On return of the workman, the substitute to be reassigned with former or similar duties in a grade and paid on piece rate.

CA No 9 of 1984:

The entitlement of 21 days excludes weekly or other holidays and is allowed with pay. It is an employer's prerogative to decide on approval if the stipulations were not adhered to:

- a) absence of a certificate from a medical practitioner in excess of 2 days,
- b) if the number of days without such certificates exceeds 10 days a year thus creating suspicion regarding the bona fides of the applicant.
- c) when the absence is accompanied with annual leave or casual leave,
- d) if the concessions are abused, the employees who abuse them forfeit the entitlement,
- e) no sick leave entitlement during the period of probation,
- f) during the first year of employment after confirmation up to the end of December computation of leave shall be on the basis of 1 1/2 days for each month.

CA No 11 of 1984:

The entitlement of 21 days sick leave to be granted on the following conditions:

- a) the illness to be supported by a certificate from a registered medical practitioner (unless waived by the employer)

- b) the probationers do not enjoy sick leave
- c) on confirmation entitlement to be computed on the basis of 1 1/2 days per month up to 31st December.

CAA Nos 12, 13, 14 and 15 of 1984:

Employees entitled for 21 days paid leave per year. In addition 14 days leave being granted on account of infectious diseases (smallpox, chickenpox, mumps, measles) provided the employee concerned submits a medical certificate from Medical Officer of Health or District Medical Officer of the area where the employee resides.

CA No 17 of 1984

The 21 days entitlement of sick leave granted under the following grounds:

- a) the management reserved the right to refuse to grant pay if the absence on account of sickness is not supported by a certificate from a registered medical practitioner,
- b) the requirement of a medical certificate arises after 2 days,
- c) if absence follows the days of annual, casual or public holidays,
- d) probationers not entitled to sick leave,
- e) after confirmation in respect of the remainder of the year 10 days if confirmed after 6 months, and 5 days if confirmed after 9 months,
- f) unutilized sick leave to be accumulated up to 90 days,
- g) unutilized sick leave could be encashed on the basis of 1/30 of salary per day, if accumulation is not desired,

h) on the termination of employment for any reason whatsoever, an employee is entitled to be paid a sum equivalent to 1/30th of his salary per day of his accumulated leave as at that date in excess of 90 days.

CA No 7 of 1985:

The entitlement for a year not to exceed 14 days with pay, provided the employee had been in service during the 12 months preceding the commencement of the calendar year.

CA No 8 of 1985:

Provides for the grant of 10 days each year with pay. Accumulation allowed up to a maximum of 45 days.

#### 5.2.4 Casual Leave

Only the Shop & Office Employees' Act provides for the grant of casual leave to employees. However Collective Agreements applicable to other employees made provision for this entitlement limiting the number of days to 7.

CAA Nos 2, 3, 4, 5, 6, 16 of 1982, 9, 10, 11, 17 of 1984, 1, 2, 3, 5 of 1985 and 1 of 1986:

Casual leave may be granted on the following basis:

- 1) On account of private business or other reasonable cause including ill-health if the employees quota of sick leave has been exhausted,
- 2) Only 2 days to be taken at a time except on ill-health,
- 3) Casual leave not be taken before and after annual leave,
- 4) During the first year of employment including any period of probation the entitlement shall be one day for each period of 2 months service.

- 5) Application for leave to contain reasons so that the employer could ascertain its reasonableness before granting leave.

CA No 4 of 1984:

In terms of this agreement an application is required 24 hours before in addition to the other requirements stated above.

CAA Nos 12, 13, 14 and 15 of 1984 only require applications for leave in advance.

#### 5.2.5 Duty Leave

CAA Nos 4, 9, 10, 11, 17 of 1984, 1, 3, 4 of 1985 and 1 of 1986:

Employers have generally agreed to grant permission for not less than 2 office bearers of the branch union:

- a) to be present at conferences held under the aegis of the employer, the Employers' Federation of Ceylon or the Department of Labour, in connection with a dispute between the branch union and employer,
- b) to attend inquiries before Industrial Courts, Arbitrators and the Labour Tribunals.

Provision has also been made for an employer to grant leave to an employee at his discretion to attend a Trade Union course or seminar or conference either in Sri Lanka or abroad on paid leave, where necessary.

CA No 2 of 1985:

While recognising the right of the employer to refuse leave, there exists general agreement to allow not less than two office bearers of the branch union:

- a) to be present at conferences held with the employer under the aegis of the Department of Labour in connection with a dispute between the Union and the employer or Arbitrators
- b) to attend inquiries before Industrial Courts and Labour Tribunals

without loss of wages for such absence.

In relation to a meeting of the General Council of the union the following provisions will apply:

- a) employers have agreed generally to permit members of the General Council of the union to leave office not earlier than 2 o'clock once a month to attend a meeting of the General Council.
- b) Union to notify the employer with a list of members and update it from time to time.

CA No 5 of 1985: states, inter alia, the grant of 1 day in a month to attend meetings of the General Council provided they give 48 hours notice before the meeting. Also provides that the total period utilized by all members should not exceed 16 hours per month.

It also permits an employer to grant Duty Leave to attend delegates conference once a year to the first 50 members and thereafter one office bearer for every 25 members.

### 5.2.6 Encashment of Leave

To reduce absenteeism and to promote good attendance employers provide for the encashment of unutilized leave.

CA No 4 of 1984:

Employers have consented payment to each employee of a sum of money for each day of sick and casual leave not availed of his total entitlement. Payment in respect of a particular year to be made on or before 31 January, of the succeeding year.

CAA Nos 12 and 14 of 1984:

Stipulated payment of sick leave and annual leave (in excess of 7 days) not availed of during the particular year.

### 5.2.7 Annual Holidays

This forms part of most agreements. If regulated by Wages Board decisions or if covered by provisions of the Shop & Office Employees' Act, the agreements merely refer to the legislation.

CAA Nos 2, 3, 4, 5, 6, 16, 26 of 1982, 10, 11 of 1984, 1, 3, 4 of 1985 and 1 of 1986:

The law provides for a maximum entitlement of 14 days paid leave per year according to law, and employees avail themselves of such leave on days mutually acceptable.

CA No 4 of 1984:

The decisions of the Wages Board for the Training, Footwear & Leather Goods Manufacturing Trade are applicable. Under this agreement a company is entitled to roster employees during the Sinhala-Tamil New Year period. It

may be 8 to 10 days that require calendaring for employees to gain an uninterrupted holiday. The balance days of annual leave to be availed of with mutual consent.

CAA Nos 9 of 1984 and 5 of 1985:

The entitlement of 14 days a year to be availed of at times mutually agreed. However, 7 days of the entitlement to be taken consecutively according to the roster. Annual Leave requires prior approval. New employees to be granted on the following basis in the subsequent year:

Those joining between:

January - March	14 days
April - June	10 days
July - September	7 days
October - December	4 days

CAA Nos 12, 13, 14 and 15 of 1984:

If the Company's leave year commences on 1st July and ends on 30th June, the tables have to be readjusted to permit new recruits to avail themselves of earned leave

1 Jul - 10 Sept	14 days next year
1 Oct - 31 Dec	10 " " "
1 Jan - 31 Mar	7 " " "
1 Apr - 30 Jun	4 " " "

There is however no change in the total entitlement.

CA No 2 of 1985:

14 days annual leave entitlement allowed to employees in accordance with the agreed practices. Parties agree to set off 7 days on account of annual closure of factory. The conditions that govern shut down are:



- a) the period of the "shut down" to be decided by employer in consultation with the branch union,
- b) unless otherwise decided mutually, the period of shut down to be limited to seven days,
- c) the number of working days involved to be set off from the annual leave. Those who have not earned will be on no pay leave.

#### 5.2.8 Weekly Holidays

Weekly holidays have been regulated by legislation through either the Shop & Office Employees' Act or the respective decisions of Wages Boards applicable to certain trades. Others do not enjoy a weekly rest. Except in certain trades, weekly holidays are unpaid. In the case of shop & office employees, they earn the weekly holiday entitlement. However, Collective Agreements have recognised the need for a weekly holiday with pay provided the employee has worked for.

CAA Nos 2, 3, 4, 5, 6, 16, 26 of 1982, 11 of 1984, 5 of 1985 and 1 of 1986:

On working 28 hours a week an employee earns a paid holiday and if an employee fails to conform to the minimum number of hours exclusive of overtime, he forfeits it and the employer shall deduct one day's wage. In the computation of the 28 hours the following days are reckoned:

- a) every holiday allowed as an annual holiday
- b) every holiday allowed as a public holiday, and
- c) every day of absence approved by the employer.

It provides for employment on weekly holidays, subject to:

- the grant of a day in lieu within the succeeding 6 days with pay,
- instead of allowing a day in lieu, pay the employee one day's wage, which is ascertained by dividing the monthly wage by 30.

- in addition for work done on such days pay at one and a half times (1 1/2) for normal working hours and double for each subsequent hour of work ascertained by dividing the monthly wage by 240.
- if an employee works outside the business premises of the employer for periods exceeding 12 days, the above provision shall not apply in respect of the duration of each such period.

CA No 17 of 1984:

Provisions exist for the grant of Saturday and Sunday as weekly holidays. If any work has to be done it is governed by the following conditions:

- a) for work up to 4 hours an employee to be paid an overtime remuneration of 1/30th of his monthly salary.
- b) for work up to 8 hours an employee to be paid a further overtime remuneration of 1/30th of his monthly salary.
- c) for work in excess of 8 hours an employee to be paid at treble the hourly rate.
- d) a day in lieu to be granted in addition or in the alternative an employee to be paid a further sum computed on the basis of 1/30th of his monthly salary.

CA No 1 of 1985:

While providing for a weekly holiday, the work done on such days have been regularised on the following basis:

Employment of weekly half holiday:

- a) work after normal closing time - double rate
- b) work after 5 p.m. - treble rate

Employment of weekly full day:

- a) work up to 4 hours - a days wages or 1/30 monthly wage,
- b) work up to 8 hours - a further day's wage or a further 1/30 monthly wage,
- c) work after 5 p. m. - treble the normal hourly rate.

In addition an additional half day's wages or a full day's wages respectively to be paid for work done on a weekly half day or weekly full day.

#### 5.2.9 Public Holidays

This is an entitlement in accordance with the decisions of the respective Wages Boards or under the provisions of the Shop & Office Employees' Act. The public holidays with broader application are:

- a) Tamil Thai Pongal day
- b) National day (4. Feb)
- c) Day prior to Sinhala-Tamil New Year day
- d) Sinhala Tamil New Year day
- e) May day (1. May)
- f) Day after Wesak Full-moon day
- g) National Heroes' day (22. May)
- h) Holy Prophet's Birthday
- i) Christmas day

However, in certain Collective Agreements provisions have been made for the observance of customary public holidays of special significance. Public holidays are days with full remuneration.

CAA Nos 2, 3, 4, 5, 6, 16 of 1982, 10 of 1984, 2, 3 of 1985 and 1 of 1986:

It is a significant feature that most of the Collective Agreements which contain reference to Wages Board decisions observe additional days on the following basis:

- 1) when a public holiday falls on a Sunday a day either within 6 days immediately preceding or succeeding to be observed as a weekly holiday.
- 2) when a public holiday falls on a Saturday, the day before to be observed as a short working day.

CA No 1 of 1986:

This agreement provides for the payment of overtime if the employee has worked.

CA No 26 of 1982:

This agreement provides amongst other things, that when a public holiday falls on a Saturday, the number of hours of work on the day preceding to be 4 1/2 hours and that no meal interval be given.

CA No 17 of 1984:

Over and above the common public holidays, the agreement lays down additional days. They are:

- a) New Year day (1st Jan)
- b) Good Friday
- c) Christmas Eve (24th Dec) half day

The conditions stipulated are:

If the statutorily laid down common public holidays fall on a weekly holiday, an alternative day to be granted before 31st December in the same year. No alternative day to be granted if a public holiday falls on a Poya day.

For work done on such public holidays payment shall be double and treble beyond 8 hours, with a day in lieu.

#### 5.2.10 Probation

The position of probationers are guaranteed in the Collective Agreements. However this is contingent on their progress, performance and application.

CAA Nos. 2, 3, 4, 5, 6, 16, 24 of 1982, 10, 17 of 1984, 1, 3, 4, 7 of 1985 and 1 of 1986:

The probationer to serve for not more than 6 months. If the employee's progress has been unsatisfactory, the probationary period to be extended by a further 3 months, with reasons in writing. An Employer exercises the right to terminate services without notice during the period of probation or the extended period.

If the employee's services have not been terminated during the period of probation or extended period of probation or not being confirmed thereafter the employee shall be deemed to be confirmed with effect from the day after the expiry of such period.

CA No 2 of 1985:

Inter alia, the agreement provides that the union has the right to contest the termination of an employee's service if the union considers it unjustified.

#### 5.2.11 Transfers

CA No 7 of 1981:

There is no additional remuneration if it is a contractual term of employment. Where it is not such a term of employment, an employee is entitled to additional remuneration to compensate for any increase in the number of hours of work arising from a transfer from one locality to another. If it is not such a term of employment and if the transfer causes substantial domestic disorganisation, the transfer has to be effected only by mutual consent.

CA No 2 of 1985:

Two modes of transfers have been provided:

- a) from one job operation within the department possessing the skill to perform the job operation,
- b) from one department to another, section to another, job operation to another on such grounds necessitating such transfer.

It also provides that if work is temporarily not available, the management may offer alternative work to be performed within the employee skill.

A transfer could be effected on account of conduct and/or application to work, after assigning the specific reason for such a transfer.

It also could be effected on a request by an employee made in writing.

#### 5.2.12 Promotion

Employers will be guided by the following principles:

CAA Nos 7 of 1981, 17 of 1984 and 1 of 1985:

Mere length of service shall not be the sole criterion for promotion. Other factors such as efficiency, educational qualifications and character shall also be considered. Where suitability is comparable, seniority shall be given preference.

CA No 2 of 1985:

- a) mere length of service shall not be the sole criterion for promotions and the employer shall be entitled to take into account other factors such as efficiency, educational qualifications and character. Where suitability is comparable, seniority shall be given preference.

- b) Promotion will depend on the availability of vacancies in higher grades and the ability of the employee to perform the duties in the higher grade to the satisfaction of the employer.
- c) Where an employee is promoted from one grade to another in accordance with the above, he shall be placed at a wage not less than what he would have received at the next normal increment date, had he remained in the grade from which he is promoted.
- d) Those who are serving or had served in a particular department in which the vacancy exists will be given preference after taking into consideration the period of such service. If no applicants are available from the department in which the vacancy has occurred applicants will be considered on the foregoing formula.

#### 5.2.13 Retirement

CAA Nos 7 of 1981, 3 of 1985:

Compulsary retirement at the age of 60 years, but an employee has the option of retiring at 55 years.

CAA Nos 2, 3, 4, 5, 6, 16, 24 of 1982, 9 of 1984 and 1 of 1986:

Compulsary retirement at the age of 55 years without any notice of retirement.

CA No 4 of 1984:

- a) Compulsary retirement for men at 60, and females at 50 without any notice of retirement.

b) Age to be determined on the following basis:

- birth certificate of workman
- age given in the national identity card if a birth certificate is not available
- the age declared in the official application for employment form to be accepted if the said documents are not available

c) The management may at its discretion offer temporary employment after retirement on terms and conditions mutually agreed upon.

CA No 2 of 1985:

Compulsory retirement at the age of 60 years, but an employee has the option to retiring at 55 year or thereafter. For extensions beyond 55 years the company doctors to testify the suitability of the employee for manual work. Such a retirement could be taken up by the union or the branch unions as a dispute.

CA No 8 of 1985:

Those who joined the organisation prior to 19.12.1972 to retire at 60, while others to retire automatically at 55 years.

#### 5.2.14 Discipline

##### 5.2.14.1 Disciplinary Action

Management may hold an inquiry into the charge or charges against an employee if it is necessary to establish the guilt or innocence of the accused. The following Agreements regulate this procedure:



CAA Nos 9, 10, 11, 17 of 1984, 1, 2, 3, 4, 5 of 1985 and 1 of 1986:

After inquiry, the employer could order that:

- (a) the employee shall not be dismissed, and that the employee could resume work with full back wages and other entitlements. A punishment which falls short of dismissal may be imposed.
- (b) the employee shall be dismissed effective from the date of suspension, in which which event that period will be without pay.
- (c) the employee is to be suspended without pay in view of the serious and involved nature of the charges. where the employer finds it desirable to await the outcome of investigations and inquiries of the Police or other authorities.

Furthermore, if the management fails to make an order within 30 days from the date of suspension the employee is entitled to half pay, and beyond 30 days for full pay until the management makes an order, whatever be the outcome of the inquiry.

If in the opinion of the management, the employee's presence is likely to be undesirable or prejudicial to the on-going investigation or business activities, the suspension would continue so long as the continuance in employment of the workman is considered necessary particularly if suspension is on grounds of breach of peace or disturbance to business or damage to property.

If the management fails to make an order within 30 working days after the conclusion of the inquiry, the employee is to be exonerated ipso facto and no adverse inference to be drawn from such charges against the employee.

The employer is required to make an order within a period of 90 days of the date of suspension, unless the employer is prevented from doing so for reasons beyond his control or that of the employees' own seeking. Parties have consented that in such special the time limiting would be relaxed.

#### 5.2.14.2 Warnings

CAA Nos 3, 4 of 1985 and 1 of 1986:

If an offence warrants a warning, it shall be conveyed to the employee in writing the duplicate of which shall be signed by such employee. In case the employee refuses to sign the duplicate, the warning may be given by the employer orally in the presence of two witnesses.

CA No 2 of 1985:

Once a letter of warning has been transmitted to an employee, he shall acknowledge receipt in the duplicate. The Union reserves the right to raise a dispute arising thereon.

#### 5.2.14.3 Suspension

The causes leading to suspension from work vary greatly with the nature and gravity of the offence. An employee could be suspended to ascertain an employees' involvement or if prima facie evidence necessitates it since it is preliminary to positive disciplinary action.

The main causes warranting suspension are misconduct, breach of peace, disturbance to business or work, fraud, theft, misappropriation and abuse.

Labour laws do not specify the procedure to be adopted in such situations and as such Collective Agreements regulate this requirement.

CAA Nos 7 of 1981, 17 of 1984 and 1, 2 of 1985:

An employee may be suspended without pay pending an inquiry on charges relating to:

- Fraud, theft, misappropriation or similar offences in the course of his employment;

- Abuse, threat or gross insubordination by the employee or to a member of the Executive or Managerial Staff of the employer;
- A breach of the peace or damage to property or disturbance of the business of the employer.

An employee could also be suspended as a punishment for misconduct for a period not exceeding seven days.

At a time of suspension or within 24 hours, the employee is entitled to a letter of suspension specifying the reasons for such suspension.

CAA Nos 2, 3, 4, 5, 6, 16, 24 of 1982 and 3, 4 of 1985:

An employee could be suspended without pay pending an inquiry on a charge or charges of misconduct which warrants dismissal in order to avoid a breach of the peace or damage to property or disturbance of the business of the employer; and as punishment for a period not exceeding 7 days after the inquiry. At the time of suspension or within 24 hours thereof the employee should be served with a written order of suspension specifying reasons for the suspension.

CAA Nos 4 of 1984, 5 of 1985 and 1 of 1986:

An employee could be suspended without pay:

- (a) pending an inquiry to be held by the employer on a charge or charges of misconduct which warrants dismissal;
- (b) in order to avoid a breach of the peace or damage to the property or disturbance of the business of the employer;
- (c) as a punishment for misconduct for a period not exceeding 7 working days after due inquiry.

With regard to a charge or charges of misconduct, the employer is required to provide a written order of suspension specifying the reasons within 24 hours.

CA No 7 of 1985:

If in the opinion of the employer an offence merits a warning the same shall be conveyed to the employee by letter, a duplicate of which shall be signed by the employee.

#### 5.2.14.4 Domestic Inquiries

CAA Nos 7 of 1981; 2, 3, 4, 5 & 6 of 1982; 4, 10, 17 of 1984; 1, 3, 4 of 1985 and 1 of 1986:

The employer will allow another member of the Union to be present as an observer without loss of salary at an inquiry if the employee who is served with a show cause notice informs the employer at least 48 hours before the inquiry of the observer's name.

An observer may answer any question put to him by the Inquirer, but shall not obstruct the inquiry in any manner. The absence of the observer from the whole or part of an inquiry shall have no effect on the proceedings.

#### 5.2.15 Non Union Activities

CAA Nos 4 of 1984; and 6, 11 of 1985:

Unions undertake not to interfere in any of the following matters:

- a) welfare functions organised by the management
- b) welfare services organised or sponsored by the management
- c) other activities organised or sponsored by the management
- d) matters that do not concern their membership

#### 5.2.16 Cessation of Agreement

CA No 4 of 1984:

On the termination of the agreement, the facilities and concessions in Part II of the agreement shall ipso facto cease.

CA No 14 of 1984:

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

#### 5.2.17 Variation of Terms and Conditions of Services

CAA Nos 7 of 1981; 2, 3, 4, 5, 6, 16, 24 of 1982; 6, 7, 8, 9, 10, 11, 12, 14, 15 of 1984 and 2, 3, 4, 8 of 1985:

The parties have agreed in respect of all the terms and conditions of employment covered by the respective Collective Agreements not to seek to vary or alter any such terms or conditions other than by negotiation.

CA No 4 of 1984:

While parties have agreed not to seek to vary or alter any terms and conditions covered by the agreement and any pre-existing practices stated in the agreement or not other than by negotiation they have also pledged not to apply for reference of any matter in dispute for settlement under Section 4 (1) or (2) of the IDA 1950, except a dispute arising from the termination of services of a workman.

CA No 11 of 1985:

The parties have agreed in respect of all terms and conditions of employment covered by the agreement not to seek to vary add or alter any such terms or conditions during the continuance of the agreement.

The Union is free to make representations on any matter for the purpose of modifying any of the present terms, conditions or benefits, but the management's decision after discussion shall be final.

The Management may reasonably vary practices depending on prevailing conditions after deliberations with the branch union.

The Agreement also states that minutes of the meetings which the management maintains preceding the signing of the agreement shall be taken as conclusive on any question in the event of a doubt in interpretation.

#### 5.2.18 Carrying out employers instructions as to duties

CAA Nos 7 of 1981, 11 of 1984 and 1, 2, 5 of 1985:

An employee is entitled to refuse to carry out instructions as to duties which the employee considers to be outside his/her scope of employment, if the employer refuses to issue such instructions in writing. In such an event the employer cannot take any action against the employee.

Written instructions have to be carried out by an employee without prejudice to the right to raise a dispute thereon. An employee also has the right to refuse to carry out written instructions and raise a dispute. In such an event the employer has the right to suspend the employee pending an inquiry.

CA No 7 of 1985:

The employee will be required to perform the duties assigned to the respective category in accordance with the practice prevailing in the organisation. However it has been agreed that employees will perform work assigned to them in a category to which they do not belong in an emergency, or due to unforeseen circumstances, or to cover up the absence of an employee.

### 5.2.19 Classification of Employees

CA No 2 of 1985:

All employees to be classified as either:

- (a) Permanent,
- (b) Probationer,
- (c) Apprentice,
- (d) Temporary,
- (e) Casual.

At the time of the appointment, confirmation or probation, the employee shall be given a written letter of appointment, confirmation or probation as the case may be, by the employer.

### 5.2.20 Attendance

CAA Nos 10 of 1984, 3, 4 of 1985 and 1 of 1986:

Employees are required to present themselves for work every day (except on holidays) at the Press, Store, Factory, Mill or job, at the usual starting time and remain there available for work throughout the normal working hours.

If work is not available for an employee in his own occupation, it is accepted that the employee would be ready to work (within his capacity and skill) in any other occupation at any other worksite where work is available.

Irregular attendance and unpunctuality amounts to neglect of duty by an employee. If an employee fails to hold himself available for work throughout the day he shall forfeit wages until resumption of work.

CAA Nos 6 and 11 of 1985:

- (a) An employee loses his annual increment if he absents himself without adequate reasons for more than 20 days in excess of his entitlement of leave.
- (b) An employee loses the job rate entitlement in excess of his entitlement of leave if the absence is over 30 days without adequate reasons.
- (c) If the employee absents himself for more than 40 days without adequate reasons and in excess of his entitlement of leave, his services will be terminated.

In dealing with an employee under such situation, the Management undertakes to view the issue sympathetically if the employee had a good record of attendance during the preceding 5 years.

The Union agrees not to support claims of reinstatement or other relief of persons terminated on grounds of bad attendance. However, if the Union disagrees with the decision the issue is to be referred to the Commissioner of Labour for a final decision.

Hospitalisation, prolonged or chronic illness certified by the Company Doctor are grounds considered to be sufficient or adequate.

#### 5.2.21 Overtime

CAA Nos 4, 9, 10, 11, 12 of 1984, 3, 4, 5 of 1985 and 1 of 1986:

An employee shall work reasonable overtime which has been authorized by the Company. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is personal to the employee and acceptable to the Management shall constitute misconduct liable to disciplinary action.



For work done by way of overtime the employee is to be paid at a rate of not less than 1 1/2 times the hourly rate computed by dividing the monthly rate by 240.

#### 5.2.22 Bonus

CAA Nos 7 of 1981, 6, 7 and 8 of 1984:

Without prejudice to existing bonus schemes, employers have undertaken to pay bonuses which will not be less than the quantum of bonus paid by them in accordance with the prevailing practice in each establishment prior to the signing of the Agreements.

CAA Nos 2, 3, 4, 5, 6, 16, 24 of 1982, 10, 12, 14, 15 of 1984 and 3 of 1985:

Without prejudice to existing bonus schemes, each employer will continue to pay a bonus to each employee which will not be less than the sum of money paid to him as his bonus, for the previous year. Trade Union action is precluded, but a bonus dispute is referable to a Bonus Committee. If the decision of the Bonus Committee is unanimous, its decision shall be final and binding on the parties. If it is divided, the decision of the Minister of Labour on the matter shall be final and binding on the parties to the dispute. The Bonus Committee or the Minister of Labour cannot decide that in any one year an employer should pay his employees a bonus exceeding the sum of money paid as bonus immediately prior to the signing of the Agreement.

CA No 4 of 1984:

The employer to pay a sum equivalent to 1/12th of the gross earnings for the 12 months preceding the month in which bonus is paid.

The computation of the 12 month period is on the following basis:

- (a) In regard to weekly paid employees the 52 weeks ending in the 44th week in the year.

(b) In regard to monthly paid employees the 12 months ending on 30th November.

(c) The earnings during the 52 weeks in regard to piece rated employees.

In all the above cases, the non-recurring cost of living gratuity and other extra payments are not to be accounted for the computation of bonus. Total receipts will be aggregated, divided by the actual number of days worked. Average earnings thus ascertained forms the basis for computation. Paid holidays and leave also to be reckoned.

CAA Nos 9, 11 of 1984 and 11 of 1985:

Guarantees payment of a bonus of 2 months all inclusive salary each year and additional bonus to be paid at the discretion of the employer. This payment could be stopped on disciplinary grounds either totally or partially.

CAA Nos 1, 2 and 5 of 1985:

Agrees to pay bonus (2 months in the case of 1 of 1985) and if the quantum of bonus in any year is reduced, the Branch Union to take up such matter with the employer and thereafter if necessary with the Employers Federation of Ceylon. However, the Union will not resort to trade union action. Additional bonus payments are solely at the discretion of the employer. Parties have agreed to review these provisions in case changes in the law compel profit sharing or employee participation in profits.

CA No 4 of 1985 stipulates that the existing practice of bonus as an ex-gratia payment to prevail. In case of reduction of bonus by the employer, the Union to canvass the issue with the employer and thereafter with the Employers' Federation of Ceylon. Negotiations to continue under the aegis of the Department of Labour and parties consent reference to Voluntary Arbitration.

CA No 6 of 1986 introduces payment of 2 months wages by way of attendance bonus.

### 5.2.23 Productivity Bonus

CA No 4 of 1985:

- Payments to be made quarterly based on the unit sales performance.
- The employees to receive 7 % of the December '84 consolidated salary plus a further sum of Rs. 150/- by way of production bonus.
- If the production is increased to 24.000 a quarter, the amount of bonus will be increased by further 10 %.
- If the production goes beyond 24.000 a quarter, a further 10 % increase in production bonus.
- Employees lose Rs. 25/- per day of utilised sick leave and Rs. 50/- per day of no-pay absence.

### 5.2.24 Union Recognition

CAA Nos 2, 3, 4, 5, 6 of 1982, 10, 16, 24 of 1984; and 4 of 1985:

Only Unions representing not less than 40 % of the employees will be recognised for purpose of negotiations on general terms and conditions.

If the need arises to decide on the eligibility of a Union it will be determined by means of a referendum held by the Department of Labour, the results of which will bind both parties.

CA No 3 of 1985:

Those Unions representing not less than 40 % of the employees will be recognised for purpose of negotiations on general terms and conditions. The Employer will be at liberty to discuss general terms and matters with such qualifying Unions together and not separately.

When the employer carries on more than one type of business or has more than one workplace and if the claim which is restricted to one activity is likely to be applicable generally, the competence of the Union would then be ascertained by reference to the duly qualified members of such Union in proportion to the totality of the number of employees in the service of the employer in Sri Lanka.

The competence to make general claims by a Union to be determined if the need arises, by means of a referendum to be held under the auspices of the Department of Labour the results of which shall be binding on employer and the Union.

#### 5.2.25 Emergency Loans

CA No 6 of 1985 provides for the grant of Rs. 300/- subject to statutory limits of deductions. In exceptional cases of hardship and distress loans upto Rs. 500/- will be granted. In extremely exceptional circumstances an emergency loan of one months wage would be granted and in such an event part recovery would be made from the Attendance Bonus.

CA No 11 of 1985 provides for the grant of loans upto a maximum of one month's salary recoverable at Rs. 100/- per month subject to statutory limitations.

#### 5.2.26 Long Service Award

CA No 4 of 1985:

Employees who have completed 20 years service will be eligible to receive an award as a once and for all grant of gifts or cash to the value of Rs.3000/-.

CAA Nos 12, 13 and 14 of 1984:

Employees with 20 years of continuous service are entitled to receive a grant of Rs. 2.500/-.

### 5.2.27 Recruitment

#### CA No 12 and 14 of 1984:

Without prejudice to the Management's rights, they will as far as possible endeavour to provide employment for the children of the employees.

### 5.2.28 Death Grants and Concessions

#### CA No 12 of 1984:

- When an employee dies the Management will make an ex-gratia payment of Rs. 4000/- to the deceased's next of kin.
- If the funeral is to take place on a working day the Management will release 35 members of the Union (nominated by the Union from various Departments and Sections) to participate at such funeral.
- The Management would issue 600 cigarettes free of charge to the next of kin of the deceased.
- Others who wish to attend the funeral will have to utilise their own leave for the purpose.
- In the event of a death of a member of employee's family the Management will permit issuance of 500 cigarettes, the value to be recovered in 5 instalments from such employee.

#### CAA Nos 14 and 15 of 1984:

In the event of death of an employee the Management will make an ex-gratia payment of Rs. 4.000/- to deceased's next of kin and if a member of an employee's family dies, the Management will issue 500 cigarettes, the purchase value of which will be recovered in 5 instalments from the employee.

CA No 6 of 1985:

- In the event of a death of an employee, Management will grant a sum of Rs. 4,000/- for the expenses of wife and children of the deceased.
- The Management will grant a further sum of Rs. 15,000/- to dependants after the funeral.
- The Management will decide the payment of this sum to bachelors/spinsters only if they had dependent members.

#### 5.2.29 Factory Shutdown

CA No 12 of 1984:

For the purpose of maintenance, the factory operations will be stopped for 7 working days and the employees will be paid during such period.

CA No 15 of 1984:

Employees will be called upon to work during the period of factory closure on account of maintenance each year. Skilled employees will be called upon to perform related duties.

CA No 6 of 1985:

The factory may be closed down for a period upto 5 days for maintenance, repairs or due to lack of raw materials, and in such an event employees will be required to take 3 days out of their leave entitlement. While the Management is required to give prior notice, priority consideration for employment during this period would be given to regular employees than to casual hands. Stoppage of work under other circumstances will be covered by the standing orders of the Organisations.

CA No 7 of 1985:

If the entire workplace is to be shutdown, the employees would set this off against their annual leave entitlement.

### 5.2.30 Festival Advance

CA No 5 of 1985:

An employee is entitled to an advance of Rs. 600/- a year on account of a festival. The amount to be recovered in 10 monthly instalments, and the full balance could be recovered if the employee leaves employment.

CAA Nos 6 and 11 of 1985:

An employee is entitled to an advance up to a maximum of Rs. 1,000/- a year on account of a recognised festival, subject to legal limits regarding deductions.

### 5.2.31 Scholarship Scheme

CAA Nos 6 and 11 of 1985:

The Management consents to provide Rs. 17,500/- per annum towards a suitable scholarship scheme for the children of employees.

### 5.2.32 Annual Party and Excursion

CA No 4 of 1985:

The Management agrees to grant a sum of Rs. 25,000/- for the purpose of organising the Annual Christmas Party and a further sum of Rs. 30,000/- for the annual picnic.

### 5.2.33 Retiring Gratuity

CAA Nos 6, 7, 8, 12, 13, 15 of 1984 and 1 of 1986:

A permanent employee who retires on reaching the age of retirement after having completed 10 years of service is entitled to a gratuity computed at one months salary for each completed year of service based on the last drawn salary.

CAA Nos 1 and 5 of 1985:

The Union undertakes to respect all the terms and conditions of employment covered by the agreements and not to seek alteration of such terms other than by negotiation in the manner provided in the dispute procedure and undertakes not to engage in strikes or other forms of trade union action.

CA No 2 of 1985:

With the exception of any breach by the employer of the provisions listed in the agreement under unfair labour practice, disciplinary action and grievance and disputes procedure, Union and members consent not to engage in strikes or trade union action during the operation of the agreement.

CAA Nos 4, 6, 7, 8 of 1984; and 6, 11 of 1985:

Unions and members consent that during the pendency of the agreement they will not engage in any strike, go-slow, boycott, demonstrations or other similar trade union action in respect of any conflict for the purpose of modification or alteration of terms whether or not such conflicts related to the agreement.

CA No 7 of 1985:

The Union undertakes to respect all the terms and conditions of employment covered by the agreements and not to seek alteration of such terms other than by negotiation, in the manner provided in the dispute procedure, and undertakes not to engage in strikes or other forms of trade union action.

Union has to give 10 days notice to the employer of any intended trade union action.



CAA Nos 9, 10, 11 of 1984; 4, 8 of 1985 and 1 of 1986:

The Union which has undertaken not to engage in a strike or other form of trade union action in respect of a dispute on any matter covered by the agreement, or affecting the employees covered by the agreement, shall opt to have such dispute settled through conciliation or through voluntary arbitration.

The Union can resort to trade union action on a dispute arising from an act of an employer which in the opinion of the executive committee of the Union is calculated to threaten or undermine the existence or the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the Union or its members.

The Union could also resort to trade union action on a dispute arising from the dismissal or discharge of an employee, which is, in the opinion of the executive committee of the Union, vindictive or in bad faith and is calculated to threaten or undermine the existence of the legitimate action of the Union.

Provided that at least 7 days notice in writing shall be given by the Union to the employer, the Federation and the Commissioner of Labour before the commencement of any intended strike or other form of trade union action of the Union in response to any action of the employer which is mala fide or vindictive or calculated to undermine the existence or the legitimate activities of the Union or is grossly unfair or seriously detrimental to the interests of the Union.

CAA Nos 12, 13,, 14, 15 of 1984 and 3 of 1985:

The Unions undertake to respect the terms of the agreement and not to seek to alter such terms other than by negotiation. No strike or other form of trade union action would be undertaken.

If the executive committee of the Union feels that certain actions of the

management endanger, are vindictive or detrimental to the interests of the Union/branch, it reserves the right to engage in a strike or other forms of trade union action. In such an event 7 days notice of intended action shall be given to the management.

The employer on its part undertakes not to enforce a lockout against the employees during the operation of the Agreement.

### 5.2.37 Breaches of Collective Agreements

CAA Nos 2, 3, 4, 5 and 6 of 1982:

Agreements contain provisions for the withdrawal of various facilities and concessions if the Federation is of the opinion that any one or more of the Unions had committed a breach of any of the terms of the Collective Agreement.

CAA Nos 4, 10, 12, 13, 14, 15 of 1984 and 3, 4 of 1985:

If in the opinion of the Employers Federation of Ceylon, the Union or its members have committed a breach of the Agreement, then the Union shall cease to be entitled to enjoy the facilities, and the concession granted may be withdrawn. The Management however may restore these concessions if they so decide.

CAA Nos 6, 7 and 8 of 1984:

If and when employees contravene the procedure set out in relation to Bonus and Grievance Adjustment Procedure for the resolving of disputes, the Management reserves the right to withdraw all or any of the privileges.

CAA Nos 11 of 1985 and 6 of 1986:

If the Union or it's members does any act in contravention of the Agreement the Management exercises the liberty to withdraw all or any of the benefits.

Where such benefits are withdrawn, the dispute may be referred to Arbitration, and the Arbitrator if he thinks that the withdrawal was unjustified could order the Management to pay the arrears of such benefits with a 10 % interest thereon.

#### 5.2.38 Union Meetings

The parties have agreed to comply with the provisions in good faith with regard to the holding of Union meetings on the premises of an employer.

CAA Nos 7 of 1981; 2, 3, 4, 5, 6 of 1982; 9, 10, 11 of 1984; 2, 3, 4, 5 of 1985 and 1 of 1986 :

- (a) When the Union desires to convene a meeting a prior application seeking permission shall be made to the Management.
- (b) If the Management consents, it is free to lay one or more of the following stipulations:
  - (i) Only employees to be present at the meeting.
  - (ii) With the consent of the Employer Union Office bearers may attend the meeting.
  - (iii) Fix a time limit for adjournment.
- (c) While it is the Union's obligation to comply with such terms, it also shall not damage property in the Management's premises.

CAA Nos 4, 17 of 1984; and 1 of 1985:

Apart from the above, provision exists in relation to Executive Committee meetings. Permission to allow attendance at Executive meetings could be granted once a month and the employee could leave his work premises at 3:00 p.m. without loss of pay. It is up to the Union to furnish an up-to-date list of Executive members to the Management.

CAA No 6 of 1985:

Employees are to be allowed to stop work at 11:00 a.m. on the day fixed for the Annual General Meeting of the Union so that they may attend it.

In addition the members of the working Committee will be granted one day's leave for the Annual General Meeting of the Parent Union and a further day for the Annual General Meetings of the Federation.

CA No 11 of 1985:

In order that employees could attend and be present throughout the Annual General meeting of the Branch Union the Management agrees to release employees at 3:00 p.m. on that day.

However, the members of the Working Committee are entitled to the grant of one day's duty leave each year to attend the Annual General Meeting of the Parent Union.

#### 5.2.39 Managements Rights and Responsibilities

CA No 15 of 1984 stipulates that employees accept the position that the following matters are exclusively the rights and responsibilities of Management.

- (a) Selection, placement, distribution, transfer and promotion of personnel.
- (b) Laying down of working hours and working programmes.
- (c) Planning and control of factory operations.
- (d) Introduction of new machinery or new product type or improved production methods, expansion of production facilities, establishment of quality and production standards.
- (e) Maintenance of efficiency, maintenance of discipline and disciplinary action against employees whenever necessary.

5.2.40 Check off

CAA Nos 7 of 1981; 2, 3, 4, 5 and 6 of 1982; 4, 9, 10, 11, 12, 13, 14, 15, 17 of 1984; and 2, 3, 4, 5, 6 of 1985:

Managements bound by the Agreement have agreed that on a written request of an employee, to deduct from his pay the current monthly Union dues and remit the amount deducted to the Union, in those establishments where the Union represents not less than 40 % of the persons covered and bound by the agreement.

An employee is entitled to make a revocation at any time so that such deductions may cease.

The Management shall be entitled not to make deductions by way of check off if the total deductions from an employees pay exceeds the limits fixed by law.

CA No 1 of 1985:

An Employer bound by the Agreement undertakes to recover and remit the current Union dues from members of the Union, provided the Union commands not less than 40 % of persons employed in the categories covered. If it becomes necessary to decide the question of a Unions strength on the said basis, it shall be decided by means of a referendum held by the Department of Labour, the results of which will bind both parties.

The Agreement provides that employees shall make written requests authorizing deductions, or revocation of such authorizations, or amemdments of authorizations, on specific forms.

If the total deductions including Union dues exceeds the statutory limits, an employer is absolved from the responsibility of making a further deduction in such a situation.

The Employers' Federation of Ceylon may decide suspension of this facility in the following circumstances:

- (a) If the Union or the Branch Union resorts to a strike or any form of trade Union action.
- (b) If the Union contravenes the provisions of the Trade Union Ordinance.

The Notice of suspension has to be made in writing.

#### 5.2.41 Declaration of Principles

CAA Nos 12, 14 and 15 of 1984:

Parties have agreed upon the principle that wages and salaries are proper subjects for Collective Bargaining between the Management and the Union. Subject to the law, none of the modes adopted by any of the employers, Corporations or the State qua employers, in the modification of wages have any bearing on the Company.

If new legislation requires the grant of benefits which includes wages, gratuity, bonus etc. then the following procedure shall be applied:

- (a) if such provisions are more favourable, only the difference between such benefits and the one's laid down in the agreement will be added on to the amounts stipulated in the agreement.
- (b) if such provisions are equal or less favourable, than those provided in the agreement would continue and no additional payment will arise.

CA No 5 of 1985:

Where an employee was immediately prior to the date here-of entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or costum to any rights or privileges

more favourable than those to which he would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the employer to withhold, restrict or terminate such rights or privileges.

CA No 6 of 1985:

The agreement will not supersede the existing standing orders of the Company and in the case of a conflict between the agreement and standing orders, the standing orders will prevail. Management also agrees not to amend the standing orders to override the agreement unless it is done with the concurrence of the Union.

#### 5.2.42 Anomalies in Implementation

CA No 2 of 1985:

Any anomaly arising from implementation shall be resolved by negotiations: Firstly between the employer and the Union; Secondly between the Federation and the Union; and Thirdly by voluntary arbitration.

CAA Nos 4 ,8 of 1985 and 1 of 1986:

All anomalies in implementation shall be resolved by negotiation between the employer and the Union. In case of failure - such matter shall be settled in accordance with the provisions of the IDA.

#### 5.2.43 Dispute Procedure

CAA Nos 7 of 1981; and 1, 5 of 1985:

An employee and or the branch union can raise a dispute with the employer. The union can also intervene directly, where necessary, with the employer.

If there is no settlement at the Employer-Union level, the matter can be raised with the Employers' Federation of Ceylon, with a view to a settlement of the dispute. If desired, the good offices of the Conciliation Division of the Labour Department could be obtained. If the dispute cannot be settled by conciliation it should be referred for settlement by voluntary arbitration under section 3 (1) (d) of the IDA.

The Agreement also provides for a special disputes committee of the Federation to endeavour to settle a dispute referred by the union within 7 days from the date of notification. If it cannot be settled, the dispute can also be referred for settlement by voluntary arbitration or to a special arbitrator.

The parties have also agreed that the arbitrator or special arbitrator shall order reinstatement of a dismissed employee if the arbitrator concludes that the dismissal was not justified.

The award of an arbitrator or special arbitrator is final and binding on the parties.

CAA Nos 2, 3, 4, 5, 6, 16, 24 of 1982; 9, 10, 11 of 1984; 3, 4, 8 of 1985 and 1 of 1986:

The union will submit any matter to the employers giving them at least 10 working days to reply. If the reply is unsatisfactory to the unions the employer will explore the possibility of reaching a settlement. If a settlement is not possible, the union will seek the assistance of the Labour Department giving the Department not less than 10 working days to arrange conferences and or discussions. Negotiations will then proceed till the Department reports failure. All disputes, except those specifically exempted shall be settled in accordance with the provisions of the IDA. Parties also agree not to instigate, support or engage in any unfair labour practice until settlement.



CAA Nos 4 of 1984 and 2 of 1985:

An employee and/or the Union could raise a dispute with the management in accordance with the functional line of the organisation. In the case of any dispute or difference other than that of termination it shall be resolved by voluntary arbitration and parties have agreed not to seek reference under Section 4 (1) or 4 (2) of the IDA.

CA No 7 of 1985:

Subject to the disciplinary procedure laid down in the Collective Agreement, unions and members undertake not to engage in strikes or trade union action without giving 10 days prior notice of such action to the employer. In relation to matter provided for in the Agreement, alterations shall only be through negotiation.

CAA Nos 6, 7, 8, 13 and 14 of 1984:

In the event of a dispute or grievance (not relating to Bonus) arising between the employee and the Company, the following procedure shall be followed for resolving such dispute or grievance:

- (a) The employee shall discuss the dispute or grievance with the Departmental Manager,
- (b) If the dispute remains unresolved the dispute/grievance shall be placed in writing before the Head of Division, so that he could grant an interview.
- (c) If the employee is not satisfied with this decision he may pursue it with the Employers' Federation of Ceylon.
- (d) If the dispute/grievance still remains unresolved, parties agree to refer the matter in dispute for settlement by voluntary arbitration.

If it is not resolved at the plant level the matter will be taken up by the Commissioner of Labour and the following steps have to be compiled with:

- (a) Statement of issues may be made jointly, or
- (b) if parties are divided on the statement of issues in dispute, each party to list such issues and place them before the Commissioner of Labour who shall set out the issues in dispute.

If not resolved, the issues to be referred to an Arbitrator in the following manner:

- (a) Arbitrator may be jointly nominated, or
- (b) if parties fail to do so, an arbitrator to be nominated by the Commissioner of Labour
- (c) Arbitrators' Award binds both parties.

These procedures form additional aspects which are available to employees to make his own representation to the management which may be through the normal or accepted channels.

CA No 17 of 1984:

A dispute arising between the Employer and Union or the Branch Union on any matter covered by the Agreement or affecting any member in relation to employment may be discussed at the plant level, and if necessary the parties could seek the assistance of the Department of Labour.

In the event the dispute remains unsolved, the parties agree to refer such issue for settlement by voluntary arbitration. Should there be a disagreement as to the matters in dispute requiring reference the Commissioner of Labour shall set out the issues requiring settlement by the arbitrator.

The award of the Arbitrator shall be final and binding on parties to the dispute.

CAA Nos 6 and 11 of 1985:

Whenever an employee wishes to raise a dispute or a grievance, he shall do so commencing from the departmental supervisor upwards following the line of authority. In case of failure the Union shall take up such matter with the Commissioner of Labour.

In relation to general matters, a Union is free to make representations from time to time and the Management will decide whether such matters need discussion. If discussion is considered necessary the Management may summon parties for that purpose.

### 5.3 PLANTATION SECTOR

There are no new Collective Agreements in either the State or the privately owned Plantation Sector.

ANNEXURE 1

INSURANCE CORPORATION OF SRI LANKA - SURGICAL AND HOSPITAL EXPENSES, INSURANCE, Schemes A & B

	<u>SCHEME 'A'</u>	<u>SCHEME 'B'</u>
1 Hospital or Nursing Home Maintenance charges (The room charges under Scheme 'A' & 'B' is limited to Rs. 200/- & Rs. 65/-)	Rs. 4,500/-	Rs. 3,500/-
2 Hospital or Nursing Home Medical and Operational expenses for special treatment and Nursing provided on the recommendation of a consulting Specialist and for the use of the Operating Theatre	Rs. 1,300/-	Rs. 1,000/-
3 Operations - Surgeons and Anaesthetists fee	Rs. 2,500/-	Rs. 1,400/-
4 Consultant and Specialists fee as an in-patient in Hospital or a Nursing Home.	Rs. 1,150/-	Rs. 850/-
5 Specialist services including : Deep Therapy Treatment, X-Ray, Radiological and Radium Examination and Treatment, Electrical Treatment and Massage.	Rs. 1,750/-	Rs. 1,200/-
6 Expenses incurred for travel within Sri Lanka to obtain <u>emergency treatment</u> for which benefit is payable under (1) to (5)	Rs. 400/-	Rs. 250/-
	Rs. 9,000/-	Rs. 6,000/-
	Rs.11,000/-	Rs. 7,000/-
	Rs. 185/-	Rs. 130/-
	Rs. 260/-	Rs. 160/-
	Rs. 185/-	Rs. 130/-
	Rs. 85/-	Rs. 65/-
	Rs. 280/-	Rs. 160/-
	Rs. 425/-	Rs. 225/-
	Rs. 280/-	Rs. 160/-
	Rs. 130/-	Rs. 90/-

GROUP RATE (OVER 25 INDIVIDUALS)

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Male	18 years	60 years per individual
Married Female	-	Upto 60 years individual
Unmarried Female	18 years	60 years individual
children	Over 1 yr.	18 years individual

INDIVIDUALS:

Less than 25 individuals

Male	18 years	60 years
Married Female	-	Upto 60 years
Unmarried Female	18 years	60 years
Children	Over 1 yr.	18 years

Government Hospital allowances for scheme 'A' & 'B' is Rs. 40/-, & Rs. 40/- per day.

DA

ANNEXURE 2

Excerpt from the Talagodapitiya Award (Paragraph 22)

D.C. 685/sp1

29th November, 1956

IN THE MATTER OF AN INDUSTRIAL DISPUTE  
BETWEEN THE BANK CLERKS UNION AND THE  
COMMERCIAL BANKS' ASSOCIATION OF CEYLON

(1)

(22) The only important modification appears to me to be the mode of calculation of the pension. The pension should be calculated on the average of the salary drawn in the last three years of service. The proportion should be the number of years service plus 5 years. Then a clerk having 35 years service when he retires at 60 will get 40/60 of his average salary for the last three years. A Clerk with 30 years service will get 35/60; and a Clerk with 25 years service will get 30/60 and so on. The period should be counted from the date of confirmation and the Clerk will become eligible for pension after 10 years continuous service. But a clerk would be entitled to draw a pension only when he is 55 years old, provided, however, that if a Clerk is retired owing to ill health he should be allowed to retire on the same terms as Clerk in Government Service who is condemned by a medical board according to the Pension Minute of the Government Service.

(27)

29th November, 1956

District Judge

SCHEDULE OF GAZETTED COLLECTIVE AGREEMENTS UP TO DATE, THE SIGNATORIES AND THEIR REFERENCE TO THE TEXT

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 1 of 1953	2	(1) The Colombo Harbour Employers Association	(1) The Colombo Harbour Boatmen's Union
		(2) The Colombo Lighterage Companies Association	(2) The Ceylon Labour Union
			(3) The Independent Harbour Workers' Union
No. 2 of 1953	2	(1) The Colombo Harbour Employers' Association	(1) The Colombo Harbour Boatmen's Union
		(2) The Colombo Lighterage Companies Association	(2) The Ceylon Labour Union
No. 1 of 1954	30, 44, 47	The Colombo Gas and Water Co. Ltd	The Gas and Water Company Workers' Union
		(1) The Colombo Harbour Employers' Association	(1) The Colombo Harbour Boatmen's Union
No. 1 of 1955	46	(2) The Colombo Lighterage Companies association	(2) The Ceylon Labour Union
		(3) Messrs G.J. Silva and A.M.K. Mohamadu	(3) The Colombo Tally Clerks' Union;
		(4) Messrs P.N.M. Mohamedu Shahul Hamid and Bros;	(4) The All Ceylon Harbour and Dock Workers' Union
		(5) Messrs Stephen Corea & Company	(5) The Water Front Workers' Union
		(6) Mr A Y Michael Fernando	
		(7) Messrs A Mohamed Thamby & Sons	
(8) Mr A P Mohamed Nooh			

ANNEXURE 3a

SERIAL NUMBER  
AND YEAR

PAGE IN THE  
TEXT

EMPLOYERS

EMPLOYEES' UNION

No. 2 of 1955

- |     |  |     |  |
|-----|--|-----|--|
| (1) | The Federation of Omnibus Operators          | (1) | The All Ceylon United Motor Workers' Union     |
| (2) | The Employers' Federation of Ceylon          | (2) | The Ceylon Motor Workers' Union                |
| (1) | The Colombo Harbour Employers' Association   | (1) | The Colombo Harbour Boatmen's Union            |
| (2) | The Colombo Lighterage Companies Association | (2) | The Ceylon Labour Union                        |
| (3) | Messrs G.J. Silva and A.M.K. Mohamedu        | (3) | The Ceylon Tally Clerks' Union                 |
| (4) | Messrs P N M Mohamadu Shahul Hamid & Bros.   | (4) | The All Ceylon Harbour and Dock Workers' Union |
| (5) | Messrs Stephen Corea & Company               | (5) | The United National Workers' Congress          |

No. 3 of 1955

- |     |                                |  |  |
|-----|--------------------------------|--|--|
| (6) | Mr A V Michael Fernando        |  |  |
| (7) | Messrs A Mohamed Thamby & Sons |  |  |
| (8) | Mr A P Mohamed Nooh            |  |  |

No. 4 of 1955

- |  |  |  |                               |
|--|--|--|-------------------------------|
|  | The Commercial Banks' Association (Ceylon) on behalf of: see Annexure 3b |  | The Ceylon Bank Clerks' Union |
|--|--|--|-------------------------------|

No. 1 of 1956

- |     |  |     |  |
|-----|--|-----|--|
| (1) | The Colombo Harbour Employers' Association   | (1) | The Colombo Harbour Boatmen's Union          |
| (2) | The Colombo Lighterage Companies Association | (2) | The Ceylon Labour Union                      |
| (3) | The Colombo Stevadore Employers' Association | (3) | The Colombo Tally Clerks' Union              |
|     |  | (4) | The All Ceylon Harbour & Dock Workers' Union |

<u>SERIAL NUMBER</u> <u>AND YEAR</u>	<u>PAGE IN THE</u> <u>TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 2 of 1956	43, 44, 47, 48	The Ceylon Match Company Ltd	The All Ceylon Match Workers' Welfare Union
No. 1 of 1957	47, 48	The Ceylon Match Company Ltd	The All Ceylon Match Workers' Welfare Union
No. 2 of 1957		The Valigamam West Omnibus Co Ltd	The North Ceylon Omnibus Workers' Union
No. 3 of 1957		The Valigamam West Omnibus Co Ltd	The North Ceylon Omnibus Workers' Union
No. 4 of 1957	45	Colombo Gas and Water Co Ltd	The Gas and Water Company Workers' Union
No. 1 of 1958	33, 50	The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 2 of 1958	33	The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 3 of 1958	33	The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 4 of 1958	33, 51	The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 5 of 1958	46	The Employers' Federation of Ceylon	The Ceylon Trade Union Federation
No. 1 of 1959	37, 45, 47	The Employers' Federation of Ceylon (1)	The Tea, Rubber, Coconut and General Produce Workers' Union
		(2)	The United Engineering Workers' Union



<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 2 of 1959		The Employers' Federation of Ceylon	The Eksath Engineru Ha Samanya Kamkaru Samithiya
No. 3 of 1959		Employers' Federation of Ceylon	The Tea, Rubber, Coconut and General Produce Workers' Union
No. 4 of 1959		Employers' Federation of Ceylon	The All Ceylon Commercial and Industrial Workers' Union
No. 5 of 1959		The Colombo Commercial Co Ltd	The Colombo Commercial Company Workers' Union
No. 6 of 1959		The Colombo Commercial Co Ltd	Independent Industrial and Commercial Workers' Union
No. 7 of 1959	37, 44, 47	The Ceylon Brewery Ltd	The Eksath Engineru Ha Samanya Kamkaru Samithiya
No. 8 of 1959		The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 9 of 1959		The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 10 of 1959		The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 11 of 1959		The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 1 of 1961	32, 37, 45	Ceylon Match Co	The All Ceylon Match Workers' Welfare Union
No. 2 of 1961		Brown & Co Ltd	The Nidahas Karmika Saha Velenda Sevaka Vurthiya Samithiya

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No. 3 of 1961	-	-	-
No. 4 of 1961		ED Zuebin, A.G., Colombo	The United Building Workers' Union
No. 5 of 1961	31 - 37, 38, 47	Employers' Federation of Ceylon on behalf of: see Annexure 3b	The Ceylon Mercantile Union
No. 1 of 1962		The Ceylon Cold Stores Ltd	The Independent, Industrial and Commercial Workers' Union
No. 1 of 1963		The Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 2 of 1963		Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No. 3 of 1963		The Shell Co of Ceylon Ltd	The All Ceylon Oil Companies Workers' Union
No. 4 of 1963		The Shell Co of Ceylon Ltd	The All Ceylon Oil Companies Workers' Union
No. 5 of 1963		A F Jones & Co	Ceylon Mercantile Union
No. 6 of 1963		-	-
No. 7 of 1963		Messrs J L Carwallio; F.X. Pereira & Sons Ltd., H A Nagindas & Co., Kundanmalls Ltd; Pesons; Hirdaramani Ltd; Ceylon Favourite Stores; Eastern Silk Store Ltd Shewakram & Sons Ltd Moulana (Ceylon) Ltd, M Pesumal & Co, W.M. Hassim	Ceylon Mercantile Union
No. 1 of 1964		General Metals Ltd	The United Engineering Workers' Union
No. 1 of 1965		Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No.2 of 1965		Ceylon Estates Employers' Federation	The Ceylon Estates Staffs' Union
No.3 of 1965	39, 49, 51	Ceylon Estates Employers' Federation	Ceylon Estates Staffs' Union
No.4 of 1965	39, 51	Ceylon Estates Employers' Federation	Ceylon Estates Staffs' Union
No.5 of 1965	39, 51	Ceylon Estates Employers' Federation	Ceylon Estates Staffs' Union
No.6 of 1965	39, 51	Ceylon Estates Employers' Federation	Ceylon Estates Staffs' Union
No.7 of 1965		The Colombo Tally Contractors' Association (1)	The Independent Industrial and Commercial Workers' Union
		(2)	The Port Clerical Minor Employees' Union
No.1 of 1967		The Bank of Ceylon	The Ceylon Bank Employees' Union
No.2 of 1967	35	The People's Bank	The Ceylon Bank Employees' Union
No.3 of 1967	33, 43, 49	Ceylon Estates Employers' Federation	The Ceylon Workers' Congress
No.4 of 1967	31	Wellawatte Spinning & Weaving Mills Ltd	The All Ceylon Textile Workers' Union
No.5 of 1967	32, 47, 73	The Employers' Federation of Ceylon on behalf of: see Annexure 3b	Ceylon Mercantile Union
No.1 of 1968	31-32, 48	Ceylon Leather Productions Corporation	Anduwe Sam Karmantha Saha Kamkaru Samithiya
No.2 of 1968		The Shell Co of Ceylon Ltd	Ceylon Mercantile Union
No.3 of 1968		The Shell Co of Ceylon Ltd	Ceylon Mercantile Union

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No. 4 of 1968		Central Bank of Ceylon	Central Bank Employees' Union
No. 5 of 1968		Central Bank of Ceylon	The Central Bank Employees' Independent Trade Union
No. 6 of 1968		Central Bank of Ceylon	The Maththiya Vangi Thamil Oozhiar Sangam
No. 7 of 1968		Lever Brothers(Ceylon) Ltd	All Ceylon Commercial and Industrial Workers' Union
No. 1 of 1969		Mr L Thiagarajah, No. 363 Trincomalee Street, Matale	The Ceylon Workers' Congress
No. 2 of 1969		Mr P Muthalago, No. 15 Muhandiram Road, Colombo	The Ceylon Workers' Congress
No. 3 of 1969		Mr E A Francis, Bahirawakande Road, Kandy	The Ceylon Workers' Congress
No. 4 of 1969		General Metals Ltd Dalugama Road, Kelaniya	The Industrial and General Workers' Union
No. 5 of 1969	31	Ceylon Estates Employers' Federation	The Ceylon Workers' Congress
No. 6 of 1969	31	Ceylon Theatres Ltd, Colombo	The Ceylon Cinema and Film Studio Employees' Union
No. 7 of 1969		Mr Tissa Epa Seneviratne	The Ceylon Workers' Congress
No. 1 of 1970		The Bata Shoe Co of Ceylon Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 1A of 1970		The Bata Shoe Co of Ceylon Ltd	The All Ceylon Commercial and Industrial Workers' Union
		The Bata Shoe Co of Ceylon Ltd	The All Ceylon Commercial and Industrial Workers' Union

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No. 2 of 1970		The Ceylon Estates Employers' Federation	The Ceylon Workers' Congress
No. 3 of 1970		Bata Shoe Co of Ceylon Ltd	Ceylon Mercantile Union
-		Air India Corporation of India	The Ceylon Air Transport Employees' Union
No. 1 of 1971		Agro Industries Ltd, Ratmalana	All Ceylon Commercial and Industrial Workers' Union
No. 2 of 1971		The Mercantile Bank Ltd	Ceylon Bank Employees' Union
No. 3 of 1971	47, 48, 73, 74	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	(1) The Colombo Commercial Engineering Company Workers' Union (2) The Industrial & General Workers' Union (3) The Ceylon Engineering Workers' Union (4) The All Ceylon Commercial and Industrial Workers' Union (5) Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya (6) United Corporations and Mercantile Union
No. 3A of 1971	73, 74	The Employers' Federation of Ceylon	(1) The Colombo Commercial Engineering Company Workers' Union (2) The Industrial & General Workers' Union (3) The Ceylon Engineering Workers' Union (4) The All Ceylon Commercial and Industrial Workers' Union (5) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya

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No. 3B of 1971	73, 74	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	(6) United Corporations and Mercantile Union
No. 3C of 1971	73, 74	The Employers' Federation of Ceylon	(1) United Tea, Rubber and Local Produce Workers' Union (2) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya
No. 3D of 1971	73, 74	The Employers' Federation of Ceylon	(1) The United Tea, Rubber and Local Produce Workers' Union (2) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya
No. 3E of 1971	73, 74	The Employers' Federation of Ceylon	(1) The United Tea, Rubber and Local Produce Workers' Union (2) The Industrial and General Workers' Union (3) The All Ceylon Commercial and Industrial Workers' Union (4) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya (5) The United Corporations and Mercantile Union
			(1) The United Tea, Rubber and Local Produce Workers' Union (2) The Industrial and General Workers' Union (3) The All Ceylon Commercial and Industrial Workers' Union

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 3F of 1971	73, 74	The Employers' Federation of Ceylon on behalf of: see Annexure 3b	(4) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya
No. 3G of 1971	73, 74	The Employers' Federation of Ceylon	(5) The United Corporations and Mercantile Union
No. 3H of 1971	73, 74	The Employers' Federation of Ceylon	The United Tea, Rubber and Local Produce Workers' Union
No. 3I of 1971	73, 74	The Employers' Federation of Ceylon on behalf of: see Annexure 3b	(1) The United Tea, Rubber and Local Produce Workers' Union
			(2) The All Ceylon Commercial and Industrial Workers' Union
			(1) The United Tea, Rubber and Local Produce Workers' Union
			(2) The All Ceylon Commercial and Industrial Workers' Union
			(1) The United Tea, Rubber and Local Produce Workers' Union
			(2) The Industrial General Workers' Union
			(3) Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya
No. 3J of 1971	73, 74	The Employers' Federation of Ceylon on behalf of: see Annexure 3b	(1) The United Tea, Rubber and Local Produce Workers' Union
			(2) The Industrial General Workers' Union
			(3) Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya
No. 3K of 1971	73, 74	The Employers' Federation of Ceylon	(1) The United Tea, Rubber and Local Produce Workers' Union
			(2) The Industrial General Workers' Union
			(3) The Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sevaka Sangamaya

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No. 4 of 1971		A Baur & Co Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 5 of 1971		A B C Industries Co Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 6 of 1971		Colombo Commercial Co. (Fertilizers) Ltd	The Sri Lanka Mercantile and Corporation Employees' Union
No. 6A of 1971		Colombo Commercial Co (Fertilizers) Ltd	The Sri Lanka Mercantile and Corporation Employees' Union
No. 7 of 1971		The Chartered Bank	The Ceylon Bank Officers' Association
No. 8 of 1971		Shaw Wallace & Hedges Ltd	The United Corporations and Mercantile Union
No. 9 of 1971	47	The Ceylon Cold Stores Ltd	The Karmika Ha Samanya Kamkaru Samithiya
No. 9A of 1971		The Ceylon Cold Stores Ltd	The Karmika Ha Samanya Kamkaru Samithiya
No. 10 of 1971	48	Richard Peiris & Co Ltd	The United Engineering Workers' Union
No. 10A of 1971		Richard Peiris & Co Ltd	The United Engineering Workers' Union
No. 11 of 1971		Ceylon Tobacco Co Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 12 of 1971		Ceylon Brewery Ltd	The Hotel, Bakery, Shop and Beverages Workers' Union
No. 12A of 1971		Ceylon Brewery Ltd	The Hotel, Bakery, Shop and Beverages Workers' Union
No. 13 of 1971	48	Union Carbide (Ceylon) Ltd	The United Corporations and Mercantile Union
No. 14 of 1971		Lever Brothers (Ceylon) Ltd	The All Ceylon Commercial and Industrial Workers' Union



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No. 15 of 1971	47	British Ceylon Corporation Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 15A of 1971		British Ceylon Corporation Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 16 of 1971	48	Acme Aluminium Co Ltd	Acme Aluminium Workers' Union
No. 16A of 1971		Acme Aluminium Co Ltd	Acme Aluminium Workers' Union
No. 17 of 1971		The Colombo Gas and Water Co Ltd	The Colombo Gas and Water Company Workers' Union
No. 17A of 1971		The Colombo Gas and Water Co Ltd	The Colombo Gas and Water Company Workers' Union
No. 1 of 1972		Hirdaramani (Industries) Ltd	The United Corporations and Mercantile Union
No. 2 of 1972	48	Pure Beverages Co Ltd	The Hotel, Bakery, Shop and Beverages Workers' Union
No. 2A of 1972		Pure Beverages Co Ltd	The Hotel, Bakery, Shop and Beverages Workers' Union
No. 3 of 1972		Singer Industries (Ceylon) Ltd	Ceylon Mercantile Union
No. 4 of 1972		Ceylon Oxygen Ltd	United Engineering Workers' Union
No. 4A of 1972		Ceylon Oxygen Ltd	United Engineering Workers' Union
No. 5 of 1972		Ceylon Tobacco Co Ltd	All Ceylon Commercial and Industrial Workers' Union
No. 6 of 1972		Indian Airlines	United Corporations and Mercantile Union
No. 1 of 1973		National and Grindlays Bank Ltd	Ceylon Bank Officers' Association
No. 1 of 1974		Leather Cloth Co Ltd	Sri Lanka Mercantile & Corporation Employees' Union

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No. 2 of 1974		Lankem (Ceylon) Ltd	All Ceylon Oil Workers' Union
No. 1 of 1975		Bata Show Co Ceylon Ltd	All Ceylon Commercial and Industrial Workers' Union
No. 2 of 1975	39	Ceylon Estates Employers' Federation	Ceylon Estates' Staffs' Union
No. 3 of 1975	33, 39, 49	Ceylon Estates Employers' Federation	Ceylon Estates' Staffs' Union
No. 4 of 1975	33, 39, 49	Ceylon Estates Employers' Federation	Ceylon Estates' Staffs' Union
No. 5 of 1975	33, 39, 49	Ceylon Estates Employers' Federation	Ceylon Estates' Staffs' Union
No. 6 of 1975	33	Acme Aluminium Co Ltd	United Engineering Workers' Union
No. 7 of 1975		Lever Brothers (Ceylon) Ltd	Lever Brothers' Branch of All Ceylon Commercial and Industrial Workers' Union
No. 8 of 1975		Lever Brothers (Ceylon) Ltd	Lever Brothers' Branch of All Ceylon Commercial and Industrial Workers' Union
No. 9 of 1975		Union Carbide (Ceylon) Ltd	Ceylon Mercantile Union
No. 10 of 1975		Ceylon Oxygen Ltd	United Engineering Workers' Union
No. 10A of 1975		Ceylon Oxygen Ltd	United Engineering Workers' Union
No. 1 of 1976		Ceylon Tobacco Co Ltd	All Ceylon Commercial and Industrial Workers' Union
No. 2 of 1976		Ceylon Tobacco Co Ltd	All Ceylon Commercial and Industrial Workers' Union
No. 1 of 1977		Indian Airlines, Colombo	Sri Lanka Nidahas Welenda Ha Karmika Ayathana Sewaka Sangamaya
No. 2 of 1977		Messrs Hirdaramani (Industries) Ltd	National Workers' Congress and the Ceylon National Union of Clerks

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No. 3 of 1977		Ceylon Tobacco Co Ltd	Cigarette Nipadaveeme Ha Bedahareeme Eksath Sevaka Sangamaya
No. 4 of 1977		Messrs William Confectionaries Ltd	Sri Lanka Mercantile and Corporation Employees' Union
No. 5 of 1977		United Tractor and Equipment Ltd	United Tractor Branch of the Ceylon Ceylon Mercantile Union
No. 1 of 1978		Ceylon Paint Industries Ltd, Ratmalane	Ceylon Mercantile Union
No. 2 of 1978		Indian Airlines, Colombo	United Corporations and Mercantile Union
No. 3 of 1978		Hotel Ceylon Intercontinental	Sri Lanka International Hotel Employees' Union
No. 4 of 1978		Ceylon Tobacco Co Ltd	Wanija Ha Karmika Sevaka Sangamaya
No. 5 of 1978		Habib Bank Ltd	Ceylon Bank Officers' Association
No. 6 of 1978		Kellogg Overseas Corporation, Sapugaskanda	All Ceylon Commercial and Industrial Workers' Union
No. 1 of 1979		Asian Cotton Mills Limited	The Ceylon Mercantile Union
No. 2 of 1979		Ceylon Synthetic Textile Mills Ltd	The Ceylon Mercantile Union
No. 3 of 1979		Metal Craft Company Ltd	Metal Craft Company Workers' Union
No. 4 of 1979		Ceylon Mercantile Union	Arulanandam Yesuvadian Samuel Gnanam, Arul Selvaraj Gunaseelam Gnanam, Simon Rajaseelan Gnanam Elizabeth Gideon Jayaseelan Gnanam St. Anthony's Hardware Stores Ltd, the partners of St Anthony's Bolts and Nuts Industries, St Anthony's Jig and Tool Engineers, St Anthony's Galvanised Pipe Fitting Industries

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No. 5 of 1979		The Bata Shoe Company of Ceylon Ltd	St Anthony's Thermoplastic Industries, St Anthony's Metal Industries, St Anthony's Enterprises, Bell Industries St Anthony's Electronic Industries and St Anthony's Engineers Ltd
No. 6 of 1979		Ceylon Tobacco Company Ltd	The Wanija Ha Karmika Sevaka Sangamaya
No. 7 of 1979		Air India Corporation of India	Wanija Ha Karmika Sevaka Sangamaya
No. 8 of 1979		The Leathercloth Co Ltd	Sri Lanka Air Transport Employees' Union
No. 1 of 1980	(1) (2) (3)	Commercial Banks Association (Ceylon) Hatton National Bank Limited Commercial Bank of Ceylon Ltd	Sri Lanka Mercantile & Corporation Employees' Union Ceylon Bank Employees' Union
No. 2 of 1980	(1) (2)	Lever Brothers (Ceylon) Ltd	Lever Brothers Factory Branch of the Wanija Ha Karmika Sevaka Sangamaya of No. 242 Wanija Ha Karmika Sevaka Sangamaya of No. 17
No. 3 of 1980	(1) (2)	Lever Brothers (Ceylon) Ltd	Wanija Ha Karmika Sevaka Sangamaya 142 Wanija Ha Karmika Sevaka Sangamaya No. 17

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No. 4 of 1980		Ceylon Theatres Limited; Ceylon Entertainments Limited; Liberty Cinemas Limited; New Olympia Theatre Limited and Savoy Theatre Limited	Ceylon Cinema and Film Studio Employees' Union
No. 5 of 1980		Ceylon Tobacco Company Ltd	The Factory Marketing and Field Assistants' Association
No. 6 of 1980		Ceylon Tobacco Company Ltd	The Field Staff in the Marketing and Leaf Divisions of Ceylon Tobacco Co Ltd
No. 7 of 1980		Ceylon Tobacco Company Ltd	The Clerical and Minor Office Staff of Ceylon Tobacco Company Ltd
No. 8 of 1980		Ceylon Tobacco Company Ltd	The Independent United Security Guards Union
No. 9 of 1980		Ceylon Tobacco Company Ltd	The Wanija Ha Karmika Sevaka Sangamaya No. 17
No. 10 of 1980		Ceylon Tobacco Company Ltd	The Wanija Ha Karmika Sevaka Sangamaya
No. 11 of 1980		Ceylon Tobacco Company Ltd	The Kandy Branch of the Independent United Security Guards' Union
No. 12 of 1980		Ceylon Tobacco Company Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 13 of 1980		Union Carbide Ceylon Ltd	The Ceylon Mercantile Union
No. 1 of 1981		Ceylon Tobacco Company Ltd	The Wanija Ha Karmika Sevaka Sangamaya
No. 2 of 1981		Ceylon Nutritional Foods. Ltd	The Clerical Supervisory and Allied Staff of Ceylon Nutritional Foods Ltd

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No. 3 of 1981		Ceylon Nutritional Foods Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 4 of 1981		CEYTEA LTD	United Tea, Rubber and Local Produce Workers' Union
No. 5 of 1981		Ceytea Ltd	United Tea, Rubber and Local Produce Workers' Union
No. 6 of 1981		The Singer Industries(Ceylon)Ltd	The Ceylon Mercantile Union
No. 7 of 1981	75, 77, 117, 118, 119, 122, 124, 125, 126, 129, 137, 141, 143, 145	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	The Ceylon Mercantile Union (Rowlands Reputed Ex G. No. 332/5 of 15.01.85)
No. 1 of 1982		Ceylon Tobacco Company Ltd	The Food Beverages and Tobacco Industries Employees' Union
No. 2 of 1982	74, 75, 78, 108, 111, 113, 115, 117, 119, 123, 124, 125, 129, 131, 140, 141, 143, 146	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	Eksath Thay Rubber Saha Merate Drauwaya Kamkaru Samithiya (United Tea, Rubber and Local Produce Workers' Union) Samastha Lanka Velanda Ha Karmika Kamkaru Sangamaya (All Ceylon Commercial and Industrial Workers' Union)
No. 3 of 1982	74, 75, 78, 108, 111, 113, 115, 117, 119, 123, 124, 125, 129, 131, 140, 141, 143, 146	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	(1) Industrial and General Workers' Union (2) Ceylon Engineering Workers' Union (3) All Ceylon Commercial and Industrial Workers' Union (4) Food Beverages and Tobacco, Industrial Workers' Union

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No. 4 of 1982	74, 75, 79, 108, 111, 113, 115, 117, 119, 123, 124, 125, 129, 131, 140, 141, 143, 146	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	(5) Walker Sons & Co Ltd Employees' Union United Tea, Rubber and Local Produce Workers' Union
No. 5 of 1982	74, 75, 80, 108, 111, 113, 115, 117, 119, 123, 124, 125, 129, 131, 140, 141, 143, 146	The Employers' Federation of Ceylon on behalf : see Annexure 3b	(1) Industrial and General Workers' Union (2) United Tea, Rubber and Local Produce Workers' Union (3) All Ceylon Commercial & Industrial Workers' Union (4) Food Beverages and Tobacco Industries Employees' Union
No. 6 of 1982	74, 75, 80, 108, 111, 113, 115, 117, 119, 123, 124, 125, 129, 131, 140, 141, 143, 146	The Employers' Federation of Ceylon on behalf of : see Annexure 3b	United Tea, Rubber and Local Produce Workers' Union
No. 7 of 1982		Ceylon Tobacco Company Ltd	Food Beverages & Tobacco Industries Employees' Union
No. 8 of 1982		Air India Corporation of India	Sri Lanka Air Transport Employees' Union
No. 9 of 1982		Lever Brothers (Ceylon) Ltd	(1) Lever Brothers Branch of the Vanija Ha Karmika Sevaka Sangamaya No. 242 (2) The Vanika Ha Karmika Sevaka Sangamaya of No. 17
No.10 of 1982		Hayleys Limited	The United Tea, Rubber and Local Produce Workers' Union
No.11 of 1982		The Employers' Federation of Ceylon on behalf of : see Annexure 3b	The Ceylon Cinema and Film Studio Employees' Union

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No. 12 of 1982		Associated Battery Manufacturers (Ceylon) Ltd	Wanija Ha Karmika Sevaka Sangamaya
No. 13 of 1982		Indian Airlines, Colombo	The Sri Lanka Nidahas Welanda Ha Karmika Ayathana Sewaka Sangamaya
No. 14 of 1982		Messrs A Baur & Co Ltd	Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya (All Ceylon Commercial and Industrial Workers' Union)
No. 15 of 1982		Brodie and Company Ltd	The Food Beverages & Tobacco Industries Employees' Union
No. 16 of 1982	75, 81, 108, 111, 113, 115, 117, 119, 123, 125, 129, 146	Messrs A B C Industries Co Ltd	Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya
No. 17 of 1982		Agro Technica Limited	United Tea, Rubber and Local Produce Workers' Union
No. 18 of 1982		Dipped Products Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 19 of 1982		Ceylon Cold Stores Ltd	Sisil Beema Podu Sevaka Sangamaya
No. 20 of 1982		Ravi Industries Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 21 of 1982		Brooke Bond Ceylon Ltd	United Tea, Rubber and Local Produce Workers' Union
No. 22 of 1982		Hunter and Co Ltd	The All Ceylon Commercial and Industrial Workers' Union
No. 23 of 1982		Pure Beverages Co Ltd	Food Beverages & Tobacco Industries Employees' Union



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No. 25 of 1982		Hayleys Limited	The United Tea, Rubber and Local Produce Workers' Union
No. 26 of 1982	111, 113, 116	Hayleys Limited	United Tea, Rubber and Local Produce Workers' Union
No. 27 of 1982		George Steuart & Co Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 28 of 1982		John Keells Ltd	The United Tea, Rubber and Local Produce Workers' Union
No. 1 of 1983		Nestle Lanka Ltd	The Employees of Nestle Lanka Ltd
No. 2 of 1983	55, 57, 58, 59, 60, 61, 62, 63, 64	Habib Bank Ltd	The Ceylon Bank Officers' Association
No. 3 of 1983	55, 57, 58, 59	State Bank of India	Ceylon Bank Officers' Association
No. 1 of 1984	55, 58, 60	Habib Bank Ltd	The Ceylon Bank Employees' Union ( Habib Bank Branch )
No. 2 of 1984	56, 60, 61, 62, 63, 64, 65, 105, 141	(1) Commercial Banks' Association on behalf of: see Annexure 3b (2) Hatton National Bank Ltd (3) Commercial Bank of Ceylon Limited	The Ceylon Bank Employees' Union
No. 3 of 1984	59, 105, 141	Ceylon Tobacco Co Ltd	Food Beverages and Tobacco Industries Employees' Union Security Branch
No. 4 of 1984	82, 100, 105, 109, 111, 119, 123, 124, 125, 128, 129, 138, 140, 141, 143, 147	Bata Shoe Company of Ceylon Ltd	Wanija Ha Karmika Sewaka Sangamaya

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No. 5 of 1984	57, 60, 63, 64, 65, 105	(1) Hatton National Bank Ltd (2) Commercial Bank of Ceylon Ltd	The Ceylon Bank Employees' Union
No. 6 of 1984	31, 83, 105, 124, 125, 129, 135, 138, 140, 147	Ceylon Tobacco Co Ltd	The Clerical and Minor Office Staff
No. 7 of 1984	31, 84, 125, 129, 135, 138, 140, 147	Ceylon Tobacco Co Ltd	The Marketing and Leaf Field Staff
No. 8 of 1984	31, 85, 125, 129, 135, 138, 140, 147	Ceylon Tobacco Co Ltd	The Security Guards
No. 9 of 1984	76, 85, 101, 106, 108, 109, 112, 119 121, 125, 128, 130, 139, 141, 143, 146	Nestle Lanka Ltd	All Ceylon Commercial and Industrial Workers' Union
No.10 of 1984	75, 86, 105, 108, 109, 111, 115, 117, 121, 124, 125, 127, 128, 129, 131, 136, 139, 140, 141, 143 146	Whittall Boustead Ltd	Pragathie Press Workers' Union
No.11 of 1984	76, 87, 100, 106, 108, 109, 111, 113, 121, 124, 125, 126, 128, 130, 139, 141, 143, 146	Ceylon Nutritional Foods Ltd	All Ceylon Commercial & Industrial Workers
No.12 of 1984	75, 87, 102, 107, 109, 111, 112, 125, 128, 129, 132, 133, 134, 135, 139, 140, 143, 144	Ceylon Tobacco Co Ltd Tally	The Food Beverages & Tobacco Industries Employees' Union

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 13 of 1984	75, 88, 100, 107, 109, 112, 132, 135, 139, 140, 143, 147	Ceylon Tobacco Co Ltd Non Tally	The Food Beverages & Tobacco Industries Employees' Union
No. 14 of 1984	75, 102, 103, 107, 109, 111, 112, 125, 129, 132, 133, 139, 140, 143, 144, 147	Ceylon Tobacco Co Ltd Security Branch	The Food Beverages & Tobacco Industries Employees' Union
No. 15 of 1984	75, 89, 100, 103 107, 109, 112, 125, 129, 133, 134, 135, 139, 140, 142, 143, 144	Ceylon Tobacco Co Ltd Leaf Division	The Food Beverages & Tobacco Industries Employees' Union
No. 16 of 1984	105, 131	Ceylon Tobacco Co Ltd	The Clerical & Minor Office Staff
No. 16A of 1984		Ceylon Tobacco Co Ltd	The Clerical & Minor Office Staff
No. 17 of 1984	90, 107, 108, 109, 114, 116, 117, 118, 121, 122, 124, 137, 141, 143, 148	United Tractor & Equipment Ltd	Ceylon Mercantile Union
No. 1 of 1985	75, 91, 101, 108, 109, 111, 114, 117, 118, 121, 122, 124, 126, 130, 138, 141, 143, 145	Ceylon Nutritional Foods Ltd	Ceylon Mercantile Industries and General Worker' Union
No. 2 of 1985	75, 92, 101, 104, 108, 110, 112, 115, 117, 118, 120, 121 122, 126, 127, 130, 136, 138, 141, 143, 145, 147	Singer Industries (Ceylon) Ltd	Ceylon Mercantile Industries and General Workers' Union

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 3 of 1985	75, 95, 105, 108, 109, 111, 115, 117, 119, 121, 122, 123, 124, 127, 128, 129, 131, 136, 139, 140, 141, 143, 146	Pure Beverages Ltd	Food Beverages & Tobacco Employees' Union
No. 4 of 1985	75, 76, 96, 104, 105, 109, 111, 117, 121, 122, 123, 124, 127, 128, 130, 131, 132, 135, 136, 139, 140, 141, 143, 145, 146	Associated Battery Manufacturers (Ceylon) Ltd	Commercial and Industrial Workers' Union
No. 5 of 1985	75, 97, 108, 110, 112, 113, 121, 123, 126, 128, 130, 135, 138, 141, 143, 144, 145	International Dairy Products Ltd	The Ceylon Mercantile Industrial & General Workers' Union
No. 6 of 1985	76, 102, 104, 128, 130, 132, 134, 135, 136, 138, 142, 143, 145, 149	Lever Brothers (Ceylon) Ltd	Vanija Ha Karmika Sevaka Sangamaya
No. 7 of 1985	75, 98, 108, 117, 124, 126, 134, 138, 147	The Employers' Federation of Ceylon	The Ceylon Cinema and Golden Studio Employees' Union
No. 8 of 1985	75, 103, 108, 120, 139, 145, 146	Indian Air Lines	United Corporation and Mercantile Union
No. 9 of 1985		Habib Bank Limited	Staff Officers

<u>SERIAL NUMBER AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
No. 10 of 1985		Acme Aluminium Co Ltd	United Engineering Workers' Union
No. 11 of 1985	102, 104, 125, 128, 130, 132, 135, 136, 138, 140, 142, 149,	Lever Brothers (Ceylon) Ltd	Jathika Sevaka Sangamaya
No. 12 of 1985	103, 104	Air India	Sri Lanka Air Transport Employees' Union
No. 1 of 1986	75, 99, 102, 105, 108, 109, 111, 113, 115, 116, 117, 119, 121, 122, 123, 124, 127, 128, 135, 136, 139, 141, 145, 146	Ceytea Limited	United Tea, Rubber & Local Produce Workers' Union
No. 2 of 1986		Hayleys Ltd	All Ceylon Commercial and Industrial Workers' Union

ANNEXURE 3b

Companies covered by different Collective Agreements

**CA No 4 of 1955**

1. The National Bank of India Ltd
2. The Chartered Bank of India, Australia and China Ltd
3. The Mercantile Bank of India Ltd
4. The Hongkong and Shanghai Banking Corporation
5. The Eastern Bank Ltd
6. The State Bank of India
7. Grindlays Bank Ltd
8. The Indian Bank Ltd
9. The Indian Overseas Bank Ltd

**CA No 5 of 1961**

1. Aitken Spence & Co Ltd
2. W & T Avery Ltd
3. Bartlett & Co Ltd
4. A Baur & Co Ltd
5. Bois Bros & Co Ltd
6. Bosanquet & Skrine Ltd
7. Brooke Bond (Ceylon) Ltd
8. Brown & Co Ltd
9. Carson Cumberbatch & Co Ltd
10. Colombo Gas & Water Co Ltd
11. Ceylon Cold Stores Ltd
12. Ceylon Oxygen Ltd
13. Ceylon Redifusion Services Ltd
14. Ceylon Theatres Ltd
15. Ceylon Trading Co Ltd
16. Ceylon Tobacco Co Ltd
17. E Coates & Co (Galle) Ltd
18. The Colombo Commercial Co Ltd
19. E B Creasy & Darley Butler & Co Ltd
20. Engineering Services Ltd

21. Delmege Forsyth & Co Ltd
22. James Finlay & Co Ltd
23. Gordon Frazer & Co Ltd
24. Forbes & Walker Ltd
25. Gestetner (Eastern) Ltd
26. Great Eastern Life Assurance Co Ltd
27. Harrisons & Crosfield Ltd
28. Heath & Co (Ceylon) Ltd
29. Hayleys Ltd
30. Chas P Hayley & Co Ltd
31. Harrison Lister Engineering Ltd
32. Henderson & Co Ltd
33. Hunter & Co Ltd
34. Imperial Chemical Industries (Export) Ltd
35. John, Keell Thompson, White Ltd
36. A F Jones & Co Ltd
37. Leechman & Co Ltd
38. Lewis Brown & Co Ltd
39. Lipton Ltd
40. Mackinnon Mackenzie & Co of Ceylon Ltd
41. Mackwoods Ltd
42. J D McLaren & Co (Ceylon) Ltd
43. May & Baker Ltd
44. Messageries Maritimes Cie
45. Nestles Products Ltd
46. Rosehaugh & Co Ltd
47. Rowlands Ltd
48. Rowevan Agencies Ltd
49. Rowley Davies & Co Ltd
50. Singer Sewing Machine Co Ltd
51. Somerville & Co Ltd
52. George Steuart & Co Ltd
53. Trincomalee Tea Administration Co Ltd
54. Vavasasseur Trading Co Ltd
55. Walker & Greig Ltd
56. Walker Sons & Co Ltd
57. Whittall Boustead Ltd
58. Wellawatte Spinning & Weaving Mills Ltd
59. William Jacks & Co of Ceylon Ltd

CA No 5 of 1967

1. Acme Aluminium Co Ltd
2. Aitken Spence & Co Ltd
3. W & T Avery Ltd
4. Bartlett & Co Ltd
5. A Baur & Co Ltd
6. Bosanquet & Skrine Ltd
7. Brodie & Co Ltd
8. Brooke Bond Ceylon Ltd
9. Brown & Co Ltd
10. Carson Cumberbatch & Co Ltd
11. Ceylon Brewery Ltd
12. Ceylon Cold Stores Ltd
13. Ceylon Cycle Industry Ltd
14. Ceylon Manufacturers and Merchants Ltd
15. Ceylon Nutritional Foods Ltd
16. Ceylon Oxygen Ltd
17. Ceylon Rediffusion Services Ltd
18. Ceylon Tobacco Co Ltd
19. Ceylon Trading Co Ltd
20. Chemical Industries (Colombo) Ltd
21. Collettes Ltd
22. Colombo Gas & Water Co Ltd
23. Colombo Commercial Co Ltd
24. Colombo Commercial Company (Engineers) Ltd
25. Consolidated Commercial Agencies Ltd
26. E B Creasy & Co Ltd
27. Delmege Forsyth & Co Ltd
28. Engineering Services Ltd
29. English & Scottish Joint Co-operative Wholesale Society Ltd
30. Forbes & Walker Ltd
31. George Payne & Co (Ceylon) Ltd
32. George Steuart & Co Ltd
33. Gordon Frazer & Co Ltd
34. Great Eastern Life Assurance Co Ltd
35. Harrisons Lister Engineering Ltd



36. Harrisons & Crosfield Ltd
37. Hayleys Ltd
38. Chas P Hayley & Co Ltd
39. Heath & Co (Ceylon) Ltd
40. M S Hebtulabhoy & Co Ltd
41. Henderson & Co Ltd
42. Hunter & Co Ltd
43. James Finlay & Co Ltd
44. John, Keell, Thompson, White Ltd
45. Kosangas (Ceylon) Ltd
46. Leechman & Co Ltd
47. Lewis Brown & Co Ltd
48. Life Insurance Corporation of India
49. Lipton Ltd
50. C W Mackie & Co Ltd
51. Mackinnon Mackenzie & Co of Ceylon Ltd
52. Mackwoods Ltd
53. McLarens Ltd
54. Messageries Maritimes Ltd
55. J L Morrison, Son & Jones (Ceylon) Ltd
56. Richard Pieris & Co Ltd
57. Rowlands Ltd
58. Shaw Wallace & Hedges Ltd
59. Singer Sewing Machine Co Ltd
60. Singer Industries Ltd
61. Somerville & Co Ltd
62. Trincomalee Tea Administration Co Ltd
63. Vavasasseur Trading Co Ltd
64. Volanka Ltd
65. Walker Sons & Co Ltd
66. Walker & Greig Ltd
67. Whittal Boustead Ltd

**CA No 3 of 1971**

1. W & T Avery Ltd
2. Berec (Ceylon) Ltd
3. Brown & Co Ltd
4. Colombo Commercial Co (Engineers) Ltd
5. Colonial Motors Ltd
6. Elephant Lite Corporation of Ceylon Ltd
7. Harrisons Lister Engineering Ltd
8. Richard Peiris & Co Ltd
9. Rowlands Ltd
10. Walker & Greig Ltd
11. Walker Sons & Co Ltd

**CA No 3 B of 1971**

1. Bartleet & Co Ltd
2. Bosanquet & Skrine Ltd
3. Brooke Bond (Ceylon) Ltd
4. Colombo Commercial Co (Teas) Ltd
5. E B Creasy & Co Ltd
6. James Finlay & Co Ltd
7. Gordon Frazer & Co Ltd
8. Harrisons & Crosfield Ltd
9. Heath & Co (Ceylon) Ltd
10. M S Hebtulabhoy & Co Ltd
11. Lipton Ltd
12. George Payne & Co (Ceylon) Ltd
13. Shaw Wallace & Hedges Ltd
14. George Steuart & Co Ltd
15. Whittal Boustead Ltd

**CA No 3 F of 1971**

1. Chas P Hayley & Co Ltd
2. Bosanquet & Skrine Ltd
3. Ceylon Trading Co Ltd
4. E B Creasy & Co Ltd
5. Gordon Frazer & Co Ltd

6. M S Hebtulabhoy & Co Ltd
7. Henderson & Co Ltd
8. C W Mackie & Co Ltd
9. Shaw Wallace & Hedges Ltd
10. Whittal Boustead Ltd

**CA No 3 H of 1971**

1. Chas P Hayley & Co Ltd
2. Hayleys Ltd
3. Volanka Ltd

**CA No 3 J of 1971**

1. Brooke Bond Ceylon Ltd
2. Ceylon Cold Stores Ltd
3. Harrisons & Crosfield Ltd

**CA No 7 of 1981**

1. A Baur & Co Ltd
2. A B C Industries Co Ltd
3. Acme Aluminium Co Ltd
4. Aitken Spence & Co Ltd
5. Bartleet & Co Ltd
6. Bosanquet & Skrine Ltd
7. Brodies & Co Ltd
8. Brooke Bond (Ceylon) Ltd
9. Brown & Co Ltd
10. Carson Cumberbatch & Co Ltd
11. Ceylon Brewery Ltd
12. Ceylon Cold Stores Ltd
13. Ceylon Holiday Resorts Ltd
14. Ceylon Shipping Lines Ltd
15. Ceylon Theatres Ltd
16. Ceylon Tobacco Co Ltd
17. Ceylon Trading Co Ltd

18. Ceylon Weighing Machines Ltd
19. Chas P Hayley & Co Ltd
20. Chemical Industries (Colombo) Ltd
21. Colombo Paints Ltd
22. Darley Butler & Co Ltd
23. Delmege Forsyth & Co Ltd
24. E B Creasy & Co Ltd
25. Engineering Services Ltd
26. Food Processing Co (Ceylon) Ltd
27. Forbes & Walker Ltd
28. General Superintendence Co Ltd
29. George Steuart & Co Ltd
30. Gordon Frazer & Co Ltd
31. Great Eastern Life Assurance Co Ltd
32. Harrisons & Crosfield (Colombo) Ltd
33. Harrison Lister Engineering (Colombo) Ltd
34. Hayleys Ltd
35. Heath & Co (Ceylon) Ltd
36. Hunter & Co Ltd
37. J L Morrison Son & Jones (Ceylon) Ltd
38. James Finlay & Co Ltd (Colombo) Ltd
39. John Keells Ltd
40. Lewis Brown & Co Ltd
41. Lipton Ceylon Ltd
42. Mackinnon Mackenzie & Co of Ceylon Ltd
43. Mackinnon Mackenzie & Co (Shipping) Ltd
44. Mackwoods Ltd
45. McLarens Shipping Ltd
46. Richard Piéris & Co Ltd
47. Rowland Ltd
48. Scanships Ltd
49. Shaw Wallace & Hedges Ltd
50. Singer Industries (Ceylon) Ltd
51. Singer (Sri Lanka) Ltd
52. Somerville & Co Ltd
53. Thos. Cook Overseas Ltd
54. Volanka Ltd
55. Walker & Greig Ltd
56. Walker Sons & Co Ltd
57. Whittall Boustead Ltd
58. Whittall Estates & Agencies Ltd

**CA No 2 of 1982**

1. Chas P Hayley and Co Ltd
2. Hayleys Ltd
3. Mackwoods Ltd
4. Volanka Ltd

**CA No 3 of 1982**

1. Brooke Bond Ceylon Ltd
2. Brown & Company Ltd
3. Ceylon Brewery Ltd
4. Ceylon Weighing Machines Ltd
5. Colonial Motors Ltd
6. Heath and Co (Ceylon) Ltd
7. Rowlands Ltd
8. Walker and Greig Ltd
9. Walker and Sons Ltd

**CA No 4 of 1982**

1. Bosanquet and Skrine Ltd
2. Brooke Bond Ceylon Ltd
3. Ceylon Trading Co Ltd
4. Gordon Frazer and Co Ltd
5. Heath and Co (Ceylon) Ltd
6. James Finlay and Co (Colombo) Ltd
7. Lipton Ceylon Ltd
8. Whittall Boustead Ltd

**CA No 5 of 1982**

1. Bosanquet and Skrine Ltd
2. Brooke Bond Ceylon Ltd
3. Brown and Co Ltd
4. Ceylon Trading Co Ltd
5. Ceylon Weighing Machines Co Ltd

6. Hayleys Ltd
7. Heath and Co (Ceylon) Ltd
8. Mackwoods Ltd
9. Walker and Greig Ltd
10. Walker Sons and Co Ltd
11. Whittall Boustead Ltd

**CA No 6 of 1982**

1. Ceylon Trading Co Ltd
2. C W Mackie and Co Ltd

**CA No 11 of 1982**

1. Ceylon Theatres Ltd
2. Ceylon Entertainments Ltd
3. Liberty Cinemas Ltd
4. New Olympia Theatre Ltd
5. Savoy Theatres Ltd

**CA No 2 of 1984**

1. Grindlays Bank
2. The Chartered Bank
3. Hongkong & Shanghai Banking Corporation
4. State Bank of India
5. Indian Bank
6. Indian Overseas Bank
7. Habib Bank Ltd
8. Hatton National Bank Ltd
9. Commercial Bank of Ceylon Ltd

**CA No 7 of 1985**

1. Ceylon Theatres Ltd
2. Ceylon Entertainments Ltd
3. Liberty Cinemas Ltd
4. New Olympia Theatre Ltd
5. Savoy Theatres Ltd

ANNEXURE 4:

SCHEDULE OF UNRATIFIED COLLECTIVE AGREEMENTS, THE SIGNATORIES AND THEIR REFERENCE TO THE TEXT

<u>NAME OF THE AGREEMENT AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
Nine Point Agreement of 1929	22, 23	<p>The Employers' Federation of Ceylon on behalf of:</p> <ol style="list-style-type: none"> <li>(1) The Ceylon Engineer Employers' Association</li> <li>(2) The Ceylon Employers' Association (Colombo Harbour interests)</li> <li>(3) The Ceylon Motor Employers' Association</li> <li>(4) The Ceylon Stores and Mills Association</li> <li>(5) The Ceylon Fertilizer Employers' Association</li> <li>(6) The General Importers' and Distributors' Association</li> <li>(7) The Ceylon Hotel and Associated Trades Association</li> <li>(8) The Master Printers' Association of Ceylon</li> <li>(9) and all Associators which may join the Federation</li> </ol>	<p>The All Ceylon Trade Union Congress on behalf of:</p> <ol style="list-style-type: none"> <li>(1) The Ceylon Labour Union</li> <li>(2) The Ceylon Chauffeurs' Union</li> <li>(3) The Ceylon Printers' Union</li> <li>(4) The Ceylon Hotel and Domestic Workers' Union</li> <li>(5) The Ceylon Waiters' Union</li> <li>(6) The Ceylon Tramwaymen's Union</li> <li>(7) The Ceylon Mercantile Union</li> <li>(8) and all unions which may join the Congress</li> </ol>

<u>NAME OF THE AGREEMENT AND YEAR</u>	<u>PAGE IN THE TEXT</u>	<u>EMPLOYERS</u>	<u>EMPLOYEES' UNION</u>
Seven Point Agreement of 1940	22, 24*	<ul style="list-style-type: none"> <li>(1) The Planters' Association of Ceylon</li> <li>(2) The Ceylon Estates Proprietary Association</li> <li>(3) The Ceylon Association in London</li> </ul>	<ul style="list-style-type: none"> <li>(1) The Ceylon Indian Congress Labour Union</li> <li>(2) The Ceylon Indian Workers' Federation</li> <li>(3) The All Ceylon Estate Workers' Union</li> </ul>
Thirteen Point Agreement of 1951	22, 26	<ul style="list-style-type: none"> <li>(1) The Ceylon Estates Employers' Federation</li> </ul>	<ul style="list-style-type: none"> <li>(1) The Ceylon Workers' Congress</li> </ul>



ANNEXURE 5

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