

## THE EMPLOYMENT RELATIONS ACT

### Regulations made by the Minister under section 93 of the Employment Relations Act

1. These regulations may be cited as the Public Transport (Buses) Workers Remuneration Regulations 2014.

2 In these regulations –

"accounts clerk" means a worker who –

- (a) prepares, examines, reconciles and executes all accounts;
- (b) prepares and monitors budgets and estimates;
- (c) assists in the annual and periodic stock-taking; and
- (d) supervises staff under his control;

"apprentice" means a worker employed for the purpose of learning and acquiring skills in a specific trade;

"blacksmith grade I" means a worker who performs the duties of a blacksmith Grade II and who –

- (a) organises and supervises work at a forge;
- (b) is conversant with annealing, tempering, normalising, hardening of different types of iron and steel and other heat treatment operations;
- (c) is conversant with the working characteristics of tools steel; and
- (d) accurately performs hand forging and welding operations;

"blacksmith grade II" means a worker who performs the duties of a blacksmith grade III and who –

- (a) carries out measurements and calculations required in the trade;
- (b) does tempering and simple heat treatment;
- (c) forges from sketches;
- (d) makes simple welds in wrought iron and steel;

- (e) accurately forges rivets and pins; and
- (f) anneals simple hooks and chains;

"blacksmith grade III" means a worker who uses and maintains the tools of the trade and who –

- (a) prepares and tends fires for the purposes of his trade;
- (b) is conversant with the working characteristics of wrought iron, mild steel and plain carbon steels;
- (c) makes from a model hammers, tongs, chisels and other hand tools for general use;
- (d) bends round, angles and channels sections to a given pattern, repairs hooks or chain links; and
- (e) uses a pneumatic hammer effectively;

"cashier" means a worker who –

- (a) carries out all money transactions, including banking;
- (b) ensures the safe custody of cash; and
- (c) keeps cash books and other financial records;

"chief cashier" means a worker who –

- (a) has the overall charge of all money transactions, including banking;
- (b) supervises the work of all cashiers; and
- (c) may perform duties of a cashier whenever necessary;

"chief cleaner" means a worker who has a good knowledge of cleaning and who –

- (a) supervises the work of cleaners;
- (b) receives, distributes and is responsible for all cleaning materials; and

- (c) ensures that the workshops, premises, offices, mess rooms, sanitary conveniences and similar places are kept clean and that all buses are regularly swept, washed and kept clean;

"chief clerk" means a worker who –

- (a) performs clerical duties of a supervisory nature, including the scrutiny and keeping of records, documents and payrolls; and
- (b) supervises the staff under his control;

"chief mechanic" means a worker who holds a driving licence and who performs all the duties of a mechanic Gradel and who –

- (a) distributes and controls all activities required for the running, maintenance and repairs of vehicles and components;
- (b) trains staff;
- (c) maintains statistical returns and does job-costing; and
- (d) is capable of reading and interpreting engineering drawings;

"cleaner/sweeper" means a worker who –

- (a) sweeps, washes and cleans buses and other vehicles;
- (b) cleans workshops and other premises, including manhole, drain pits, ramps, sanitary conveniences and mess rooms; and
- (c) performs simple tasks involving physical efforts, including loading and unloading, digging and filling;

"coach builder grade I" means a worker who performs the duties of a coach builder grade II and who –

- (a) can read and write English and French;
- (b) makes templates to required contours in dealing with coach work;
- (c) checks alignment of bus body on chassis and coachwork as per drawing and specifications;
- (d) prepares estimates of cost for labour and materials;
- (e) manufactures back rests and seats according to size of seat frames;

- (f) reads and interprets coachwork drawing; and
- (g) is in charge of workers under his control;

"coach builder grade II" means a worker who performs all the duties of a coach builder grade III and who –

- (a) understands simple dimensioned sketches and drawings;
- (b) detects faults in body frames of buses;
- (c) carries out repairs on bus bodies;
- (d) cuts glass panes to required dimensions;
- (e) can use oxyacetylene torch or arc welding machine; and
- (f) takes measurements, cuts, shapes, adjusts and welds all materials required for the construction or assembly of bus bodies in accordance with the Road Traffic (Construction and Use of Vehicles) Regulations 2010;

"coach builder grade III" means a worker who uses and maintains the tools and equipment of the trade and who –

- (a) strips, assembles and fits the simple parts of bus bodies; and
- (b) carries out minor repairs to doors, seats, cabins, passenger's folding door, flooring and repairs minor defects;

"conductor" means a worker who holds a conductor's licence and who –

- (a) controls and ensures the safe boarding and alighting of passengers;
- (b) issues tickets, controls passes and collects fares and monies as may be prescribed;
- (c) fills waybills and statistical records as may be required;
- (d) submits exact accounts of the tickets and cash at the end of his day's work to any authorised officer and deposits the cash at the cash office;
- (e) handles and is responsible for the ticket issuing machine in his possession;

- (f) helps the driver for the safe driving and reversing of the bus whenever required;
- (g) is responsible for the cleanliness of the interior of buses;
- (h) checks the effectiveness of doors, windows, mechanical and electrical fittings and destination indicators of buses; and
- (i) promptly reports accidents and defects in the bus to the responsible officers;

"continuous employment" means the employment of a worker under an agreement or under more than one agreement where the interval between one agreement and the next does not exceed 28 days;

"data input clerk" means a worker who is responsible for the compilation of records and information and capturing them in a specific format as may be required for onward processing;

"driver" means a worker who holds a driving licence for the vehicle he is required to drive and who –

- (a) effects minor repairs to his vehicle and keeps it in good running order;
- (b) carries out daily routine maintenance and checks;
- (c) helps the motor mechanics, if required, when his vehicle is under repairs; and
- (d) reports accidents or any mechanical defects promptly to the responsible officers;

"earnings" –

- (a) means basic wages specified in the First, Second and Third Schedules, respectively, or such higher wages paid by an employer, as the case may be; and
- (b) includes wages –
  - (i) earned for extra work;
  - (ii) paid under –
    - (A) regulation 7;

- (B) paragraphs 2(8), 3, 4, 5, 6, 11, 12, 13, 14, 20, 21, 28(1)(a), (2) and (4) and 30 of the First Schedule;
- (C) paragraphs 2(8), 3, 4, 5, 8, 9, 10, 15 and 21(1)(a), (2) and (4) of the Second Schedule; and
- (D) paragraphs 2(8), 3, 4, 5, 9, 10, 11, 16, 22 (1)(a), (2) and (4) and 24 of the Third Schedule;

"electrician grade I" means a worker who performs the duties of an electrician grade II and who –

- (a) performs alternate current (AC) and direct current (DC) work;
- (b) has a thorough knowledge in the use of various types of cables and sizes of conductors and bus bars used on electric lightings and power installations and electric machines;
- (c) installs, repairs, locates and removes faults on electric motors, starters, dynamos, generators, battery charging equipment, automotive circuits, switchgear and circuit breakers;
- (d) prepares compounds and fills joints boxes;
- (e) understands the chemical reactions taking place in a battery and effects the necessary repairs to a battery; and
- (f) reads and understands complicated electrical wiring diagrams of a vehicle and of any other electrical equipment;

"electrician grade II" means a worker who performs the duties of an electrician grade III and who–

- (a) performs minor alternate current (AC) and direct current (DC) work;
- (b) performs soldering work;
- (c) reads and understands vehicle circuit diagrams and effects all repairs to the electrical system of a motor vehicle;
- (d) installs, repairs, locates and removes faults on electric motors, starters, alternators, generators, and other similar electrical appliances;
- (e) performs minor repairs on batteries and charges them effectively; and

- (f) uses voltmeters, ammeters, ohmmeters and other testing equipment required in connection with his trade;

"electrician grade III" means a worker who uses all the common tools of the trade and who –

- (a) can safeguard himself and others working with him against any electric risk;
- (b) understands the general wiring of a motor vehicle;
- (c) detects minor electric faults and carries out necessary repairs; and
- (d) carries out minor repairs on starters, alternators, generators and other electrical appliances;

"electrician superior grade" means a worker who performs all the operations of an electrician grade I and who –

- (a) locates and repairs simple faults in industrial electronic equipment;
- (b) has a thorough knowledge of the appropriate size of conductors, fuses and meters for any given load;
- (c) can read and write English and French languages;
- (d) reads and understands complicated wiring diagrams and plans of electrical equipment and motors;
- (e) rewinds any type of electrical motor, generator or transformer and repairs any type of electrical equipment or appliances;
- (f) works with and is responsible for the special tools of the trade;
- (g) repairs battery plates and related accessories;
- (h) is in charge of the workers in his section and of their training; and
- (i) prepares estimates of materials required for specific works;

"fitter grade I" means a worker who performs all the operations of a fitter grade II and who –

- (a) makes free-hand dimensioned sketches and reads drawings;
- (b) does any marking off from drawings; and

- (c) uses precision instruments such as dial gauges, vernier and micrometers in performing work of the highest precision;

"fitter grade II" means a worker who performs all the operations of a fitter grade III and who –

- (a) marks off from datum line;
- (b) files and scraps to a finish of 0.05 millimetre;
- (c) uses inside and outside calipers and precision instruments used in the trade;
- (d) fits and aligns a complete set of bearings for a shaft and aligns machinery; and
- (e) dismantles, fits, overhauls and re-erects more complicated parts of machinery;

"fitter grade III" means a worker who –

- (a) carries out measurements and calculations required in the trade;
- (b) can use all the tools of the trade;
- (c) cuts simple keyways;
- (d) files scraps and beds flat and curved surface to a finish of 0.1 millimetre;
- (e) uses drilling, shaping, planing, and power sawing machines;
- (f) dismantles, fits, overhauls and erects pumps and mechanical lubricators and other simple parts of a machinery; and
- (g) does simple marking off;

"fuel attendant" means a worker who –

- (a) supplies fuel to buses and other vehicles and checks and records the amount supplied according to the meter;
- (b) supplies lubricant to drivers and mechanics and keeps records of the lubricant supplied;



- (c) cleans and is responsible for the cleanliness of the fuel apparatus and his place of work;
- (d) reports any defects in the apparatus to the responsible officer; and
- (e) ensures that there is no wastage of fuel and lubricants;

"gatekeeper" means a worker who –

- (a) checks vehicles and persons entering and leaving the parking lot;
- (b) records the time of arrival and departure of buses; and
- (c) supplies fire extinguishers to drivers and collects them back;

"head messenger" means a worker who–

- (a) plans, organises and controls work of messengers under his responsibility;
- (b) transmits to messengers orders received from the employer; and
- (c) performs such other duties as may be required of him by the employer;

"helper" means a worker who assists and helps a skilled worker and who uses and maintains the tools of the trade;

"insurance clerk" means a worker who is responsible for monitoring accident cases, conducting relevant and related enquiries whenever required and liaising with insurance companies;

"junior clerk" means a worker who carries out clerical duties of a general nature;

"lubricator" means a worker who uses and maintains the tools of the trade and who –

- (a) lubricates and greases chassis components as per service charts;
- (b) reports to the immediate superior officer defects found during the day to day work;
- (c) steams or replaces clogged or damaged lubricators;
- (d) examines oil in gear box, rear axles, steering boxes, engines and other components and replenishes or changes oil and lubricants as required;

- (e) flushes and refills radiators with clean water and tightens all loose parts of the cooling systems; and
- (f) drains air in vacuum tanks;

"mechanic grade I" means a worker who holds a driving licence and performs the duties of a mechanic grade II and who –

- (a) can read and write English and French languages;
- (b) understands measurements required in the trade and can use cylinder gauges, micrometers, dial gauges, depth gauges, crankshaft indicators and other precision instruments;
- (c) can identify all parts of motor vehicles by their English or French names;
- (d) can read sketches and drawings;
- (e) has a thorough knowledge of the various vehicle components and their working clearances;
- (f) dismantles, reassembles, adjusts carburetors and fuel injection pumps;
- (g) repairs and adjusts internal combustion engines, diesel fuel pumps and nozzles and tunes engines;
- (h) is in charge of workers under his control;

"mechanic grade II" means a worker who holds a driving licence and who performs the duties of a mechanic grade III and who –

- (a) understands simple dimensioned sketches and drawings;
- (b) repairs and adjusts clutches, gearboxes, coupling, rear axles, brakes systems (ordinary hydraulic and power brakes), steering systems, springs, swivel pins and stub axles;
- (c) tests crankshafts for alignment and refits them with a complete set of bearings by scraping;
- (d) detects faults and repairs motor vehicles;
- (e) tunes and adjusts performance of engines; and
- (f) tests vehicles for road worthiness after their repairs;

"mechanic grade III" means a worker who uses and maintains the tools and equipment of the trade and who –

- (a) overhauls and reassembles the simple mechanical assembly of vehicles;
- (b) locates and repairs minor mechanical faults; and
- (c) carries out minor adjustments to mechanical parts of a motor vehicle which is both petrol and diesel propelled, and performs its maintenance and that of its components;

"mechanic superior grade"–

- (a) means a worker who –
  - (i) performs general and specialised activities required for the running, maintenance and repairs of vehicles and components;
  - (ii) is in charge of his section; and
  - (iii) trains and supervises staff under his control;
- (b) includes a person who was previously known as a "special grade mechanic";

"messenger" means a worker who –

- (a) runs errands and watches premises during business hours;
- (b) cleans premises and works lifts;
- (c) operates a simple telephone switchboard; and
- (d) answers calls or bells;

"painter grade I" means a worker who performs the duties of a painter grade II and who –

- (a) does ordinary lining, sign-writing and lettering;
- (b) mixes and blends paints to any required shade;
- (c) prepares motor vehicle bodies for cellulose spraying and enamel painting;
- (d) supervises cellulose spraying and enamel painting on an automobile and polishes with rubbing compound where necessary;

- (e) has a thorough knowledge of the properties and application of the various types of paints, enamels, stains, varnishes and polishes;
- (f) prepares estimates of materials required for specific works;
- (g) uses fillers, thinning paint, primers, undercoats and finishing coats in paint and enamel;
- (h) reads and writes English and French languages and is conversant with the measures used in the trade; and
- (i) is in charge of workers under his control;

"painter grade II" means a worker who performs all the duties of a painter grade III and who –

- (a) applies putty, uses sand paper, boiled or raw linseed oil, driers, paints, stops up and flattens down with pumice and varnishing;
- (b) prepares ordinary distemper; and
- (c) prepares, mixes and matches paints;

"painter grade III" means a worker capable of differentiating between paints and colours and who –

- (a) uses and maintains all tools of the trade including brushes, rollers, blow-lamps and spray guns;
- (b) removes paints with solvents, washes and burns off paint and prepares surfaces for painting; and
- (c) carries out painting works;

"photocopy machine operator" means a worker who –

- (a) prepares machines which reproduce copies of documents by photographic, photo offset, multigraph or similar means by loading them with reproduction paper;
- (b) inserts the stencil, master copy or plate in machines and adjusts as necessary;
- (c) sets machine to produce the required number of copies, starts machine and observes operation, adjusting controls if necessary; and

(d) carries out routine maintenance of duplicating machines;

"remuneration" –

(a) means all emoluments in cash or in kind, earned by a worker under a contract of employment; and

(b) includes any sum paid by an employer to a worker to cover expenses incurred in relation to the special nature of his work;

"senior clerk" means a worker who –

(a) performs clerical duties, including the preparation and scrutiny of documents, records and payrolls; and

(b) supervises staff under his control;

"storekeeper" means a worker responsible for the inspection, procurement, maintenance, accounting, movement and disposal of stores and inventory as well as their efficient planning and forecasting;

"telephonist" means a worker who is mainly or wholly engaged in operating a telephone switchboard, in making internal and external connections or answering queries and recording and passing on messages to staff;

"ticket issuing machine repairer" means a worker who –

(a) carries out periodic and general servicing on ticket issuing machines;

(b) carries out repairs of tickets issuing machines;

(c) keeps records of apparatuses serviced, of repairs effected and of spare parts used;

(d) carries out regular checks to prevent breakdown of or damage to ticket issuing machines;

"traffic officer" means a worker who –

(a) schedules, regulates and controls bus services from depots, terminals or along routes;

(b) carries out surveys, studies and checks; and

(c) provides information on routes and services to the travelling public;

"traffic supervisor" means a worker who –

- (a) plans, organises and supervises bus operations and operational crews along routes, at depots and terminal points and
- (b) plans service improvements and operational efficiency of bus routes;

"typist" means a worker who performs all typing and related activities and who may be required to attend to telephone switchboard;

"tyreperson grade I" means a worker who uses and maintains the tools of the trade and who –

- (a) removes and replaces tyres of all types of wheels;
- (b) repairs punctures in inner tubes and in tubeless tyres;
- (c) does wheel balancing; and
- (d) operates and maintains air compressors for inflating tyres;

"tyreperson grade II" means a worker who –

- (a) uses and maintains the tools of the trade;
- (b) assists and helps the tyreperson grade I in the trade;
- (c) removes and replaces tyres and tubes of all types of vehicles;
- (d) removes and fits wheels of all types of vehicles; and
- (e) inflates tyres and tests them for correct pressure;

"tyreperson supervisor" means a worker who –

- (a) plans, organises and controls work of workers under his responsibility;
- (b) trains and advises workers on the job and ensures that workers under his responsibility work in a safe environment;
- (c) arranges and records labour and materials used at work and maintains all records relative to the tyres;
- (d) ensures that all maintenance work are carried out in due time and any discrepancy notified to his superior officer; and

- (e) ensures that tyres of buses are in good condition while in operation;

"upholsterer" means a worker who –

- (a) stitches and changes plastic, leather or other sheeting in seat and backrests;
- (b) cuts and changes forms according to sizes of seats frames;
- (c) prepares seat, backrests and coverings; and
- (d) prepares and fixes belt and protective leather for ticket issuing machines;

"watchperson" means a worker who keeps watch over and ensures the security of vehicles, premises and cash and who organises the proper parking of vehicles;

"welder grade I" means a worker who performs all the duties of a welder grade II and who–

- (a) makes dimensioned free-hand sketches and reads and interprets any drawings;
- (b) reads and carries out properly welding instructions;
- (c) carries out welding jobs according to the strictest procedures; and
- (d) works with metal inert gas (MIG) and tungsten inert gas (TIG) welding sets;

"welder grade II" means a worker who performs all the operations of a welder grade III and who –

- (a) uses an oxyacetylene flame for all welding and cutting purposes;
- (b) works from simple drawings and sketches;
- (c) carries out all forms of welding in all thickness of materials;
- (d) makes welds in oblique, vertical and up-hand positions;
- (e) adopts correct measures to avoid under-cutting, expansion and contraction;

- (f) recognises different metals and selects the most suitable electrodes for welding;
- (g) welds with submerged arc welding set; and
- (h) is coded to any recognised standard procedure excluding metal inert gas (MIG) and tungsten inert gas (TIG);

"welder grade III" means a worker who uses and maintains the tools of the trade and who –

- (a) works with electrodes in general use and prepares all work for welding;
- (b) carries out all forms of welds in mild steel and structural steel; and
- (c) can use an oxyacetylene torch and electric arc welding for simple cutting and welding down hand;

"workshop supervisor" means a worker who is in charge of the workshop and who –

- (a) supervises the efficient maintenance and repair of vehicles and components;
- (b) ensures that workers under his responsibility work in a safe environment and comply with safety regulations; and
- (c) is responsible for training workers on the job, job costing and keeping of records.

**3.** (1) Subject to regulation 10, every worker shall –

- (a) be remunerated at the rates specified in Column III –
  - (i) of paragraph 1(2)(a) or (b) of the First Schedule;
  - (ii) of paragraph 1(2) of the Second Schedule; or
  - (iii) of paragraph 1(2) of the Third Schedule;
- (b) in respect of service after 31 July 2015, be remunerated at the rates specified in Column IV –
  - (i) of paragraph 1(2)(a) or (b) of the First Schedule;
  - (ii) of paragraph 1(2) of the Second Schedule; or



- (iii) of paragraph 1(2) of the Third Schedule;
- (c) in respect of service after 31 July 2016, be remunerated at the rates specified in Column V –
  - (i) of paragraph 1(2)(a) or (b) of the First Schedule;
  - (ii) of paragraph 1(2) of the Second Schedule; or
  - (iii) of paragraph 1(2) of the Third Schedule; and
- (d) be governed by the conditions of employment specified in the First, Second or Third Schedule.

(2) The rates specified in the First, Second and Third Schedules include the additional remuneration payable under the Additional Remuneration (2014) Act 2013.

**4.** Where work is performed on a shift system, every employer shall give every worker an equal opportunity of working on different shifts.

**5.** (1) Every employer shall keep –

(a) a register of workers in which shall be recorded –

- (i) the name, date of birth and National Identity Card number of every worker;
- (ii) the nature and conditions of work of every worker; and
- (iii) the date of first appointment of every worker; and

(b) a remuneration book in which shall be recorded–

- (i) the number of days for which every worker has worked; and
- (ii) the remuneration paid to every worker.

(2) Every employer shall, on payment of remuneration, cause every worker to affix his signature or thumbprint in the remuneration book.

**6.** (1) For the purpose of promotion among monthly paid workers from one grade to a higher grade, every employer shall give consideration to qualification, merit and seniority.

(2) Where a vacancy occurs, any worker within the undertaking shall be given priority of consideration for the recruitment exercise, with due regard being given to his experience and merit.

(3) Every employer shall post up in a conspicuous place –

(a) a notice of any vacancy which may be seen by every worker; and

(b) a list of all candidates making applications in respect of the vacancy, together with their qualifications and experience, at least 7 days before the selection exercise is carried out.

**7.** (1) Subject to paragraphs (2) and (3), every worker who remains in the continuous employment with the same employer for a period of at least 10 years shall be entitled to one vacation leave of at least 2 months for every period of 10 years to be spent wholly abroad or locally, or partly abroad and partly locally, at the worker's discretion.

(2) At least one month of the leave shall be with pay and that pay, in case the worker opts to spend the vacation wholly or partly abroad, shall be effected at least 7 days before the worker proceeds abroad.

(3) The vacation leave specified in paragraph (1) shall be deemed to constitute attendance at work.

**8.** (1) Every employer shall provide to every worker all tools and equipment used in the performance of his work.

(2) All tools and equipment provided for under paragraph (1) shall remain the property of the employer.

(3) No worker shall be made to compensate for any damage caused to the tools and equipment referred to in paragraph (2).

**9.** Where a scale of wages applies to a worker, that worker shall be entitled to –

(a) the initial wages specified in the scale which applies to him;

(b) one increment for every completed year of service he reckons with his employer, other than as an apprentice, until he reaches the top wages of the scale corresponding to the category applicable to him; and

(c) an increment after completion of 10 years of service as follows –

- (i) for the 5-year period of the 11<sup>th</sup> to 15<sup>th</sup> year of service, 300 rupees;
- (ii) for the 5-year period of the 16<sup>th</sup> to 20<sup>th</sup> year of service, 350 rupees; and
- (iii) for the 5-year period of the 21<sup>st</sup> to 25<sup>th</sup> year of service, 400 rupees.

**10.** Any agreement by a worker to relinquish his right for a paid holiday or paid leave, or to forego a paid holiday or paid leave, shall be void.

**11.** Nothing in these regulations shall –

(a) prevent an employer from –

- (i) remunerating a worker at a rate higher than those specified in the First, Second and Third Schedules;
- (ii) providing the worker with conditions of employment which are more favourable than those specified in the First, Second and Third Schedules; and

(b) authorise an employer –

- (i) to reduce the wages of a worker;
- (ii) subject to section 57 of the Act, to alter the conditions of employment of the worker so as to make them less favourable.

**12.** (1) Where the employment of a worker is terminated by his employer or where a worker leaves the employment of an employer, the employer shall, not later than the last working day of the worker, issue to that worker, a certificate stating the duration of the employment, the post held and if the worker so wishes, the basic wage of the worker.

(2) A certificate issued under paragraph (1) shall not contain anything unfavourable to the worker.

**13.** The Office Attendant (Remuneration) Regulations 2013 shall not apply to a head messenger or a messenger governed by these regulations.

**14.** The Public Transport (Buses) Workers (Remuneration Order) Regulations 2008 are revoked.

**15.** These regulations shall be deemed to have come into operation on 1 January 2015.

Made by the Minister on 5 December 2014.

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**FIRST SCHEDULE**  
[Regulations 3, 9 and 11]

**TRAFFIC SECTION**

**1. Wages**

(1) In this Schedule—

“worker” means a person who works in the traffic section.

(2) (a) The wages of every worker shall be as follows –

Column I	Column II	Column III	Column IV	Column V
Category of worker	Year of service	(Rs)	Basic wages per month	
			In respect of service after 31 July 2015 (Rs)	In respect of service after 31 July 2016 (Rs)
Traffic supervisor	1 <sup>st</sup> year	13,551	13,775	14,900
	2 <sup>nd</sup> year	13,645	13,871	15,075
	3 <sup>rd</sup> year	13,740	13,967	15,250
	4 <sup>th</sup> year	13,834	14,063	15,425
	5 <sup>th</sup> year	13,928	14,158	15,600
	6 <sup>th</sup> year	14,022	14,254	15,775
	7 <sup>th</sup> year	14,116	14,349	15,950
	8 <sup>th</sup> year	14,241	14,476	16,125
	9 <sup>th</sup> year	14,368	14,605	16,300
	10 <sup>th</sup> year	-	-	16,475
Traffic officer	1 <sup>st</sup> year	12,749	12,960	13,900
	2 <sup>nd</sup> year	12,836	13,048	14,075
	3 <sup>rd</sup> year	12,924	13,138	14,250
	4 <sup>th</sup> year	13,012	13,227	14,425
	5 <sup>th</sup> year	13,106	13,323	14,600
	6 <sup>th</sup> year	13,200	13,418	14,775
	7 <sup>th</sup> year	13,294	13,514	14,950
	8 <sup>th</sup> year	-	-	15,125
	9 <sup>th</sup> year	-	-	15,300

	10 <sup>th</sup> year	-	-	15,475
Driver	1 <sup>st</sup> year	12,585	12,793	13,237
	2 <sup>nd</sup> year	12,642	12,851	13,412
	3 <sup>rd</sup> year	12,698	12,908	13,587
	4 <sup>th</sup> year	12,755	12,966	13,762
	5 <sup>th</sup> year	12,812	13,024	13,937
	6 <sup>th</sup> year	12,867	13,080	14,112
	7 <sup>th</sup> year	12,924	13,138	14,287
	8 <sup>th</sup> year	12,986	13,201	14,462
	9 <sup>th</sup> year	13,049	13,265	14,637
	10 <sup>th</sup> year	13,113	13,330	14,812
Conductor	1 <sup>st</sup> year	12,033	12,232	12,658
	2 <sup>nd</sup> year	12,089	12,289	12,833
	3 <sup>rd</sup> year	12,146	12,347	13,008
	4 <sup>th</sup> year	12,203	12,405	13,183
	5 <sup>th</sup> year	12,259	12,462	13,358
	6 <sup>th</sup> year	12,316	12,520	13,533
	7 <sup>th</sup> year	12,372	12,577	13,708
	8 <sup>th</sup> year	12,435	12,641	13,883
	9 <sup>th</sup> year	12,498	12,705	14,058
	10 <sup>th</sup> year	12,560	12,768	14,233

(b) The wages of every casual worker shall be as follows –

Column I	Column II	Column III	Column IV	Column V
Category of casual worker	Hours of work	(Rs)	Basic rate of pay	
			In respect of service after 31 July 2015 (Rs)	In respect of service after 31 July 2016 (Rs)
Driver	For the first 4 hours on any normal working day	281.76	286.42	315

	For every subsequent hour not exceeding 4 hours	64.66	65.73	79
	For every subsequent hour as from the ninth hour	96.99	98.60	118
Conductor	For the first 4 hours on any normal working day	267.11	271.51	300
	For every subsequent hour not exceeding 4 hours	59.45	60.48	75
	For every subsequent hour as from the ninth hour	89.18	90.65	113

- (3) For the purpose of determining the amount which may –
- (a) accrue to a worker for overtime, night duty, gratuity at death, gratuity on retirement before the age of 60 on medical ground, gratuity on retirement and optional retirement or any other reasons; or
  - (b) be deducted in respect of absences from duty,

the daily basic wages shall be deemed to be one twenty-second of the monthly wages and the basic rate per hour shall be deemed to be one-eighth of the basic daily wages.

(4) Where a worker replaces another worker, he shall be paid the higher remuneration, if any, applicable to the worker he replaces.

## 2. Normal working hours

- (1) A normal working week of every worker shall –

- (a) consist of 40 hours of work; and
- (b) be completed in 5 days, whether consecutive or not.

(2) A normal day's work of every worker shall consist of 8 hours actual work, exclusive of spreadover and meal break, performed at any time between the hours of 5 a.m. and 9 p.m.

(3) Every worker shall be entitled to a meal break of one hour on everyday he attends work.

(4) The meal time referred to in subparagraph (3) shall be taken by the worker, between the hours of 9 a.m. and 1 p.m., unless otherwise agreed between the employer and the worker.

(5) (a) Subject to sub subparagraph (b), every employer shall grant to every worker who is employed for more than 6 hours consecutively in one day –

- (i) a tea break of at least 20 minutes; or
- (ii) 2 tea breaks of at least 10 minutes each.

(b) The tea break referred to in sub subparagraph (a) may be taken by the worker at either terminus of the normal route.

(c) The tea break shall not be reckoned as exclusive of working hours.

(6) Every monthly paid worker who works on a public holiday shall be employed on a normal day's work and be paid in accordance with paragraph 3.

(7) (a) Subject to sub subparagraph (b), every worker shall be deemed to be engaged in actual work while he is –

- (i) in charge of a bus; or
- (ii) in any place such as an office, a workshop, a terminus or a site of work as a direct consequence of the performance of his duty.

(b) Every driver shall –

- (i) assume duty not earlier than the time specified in his schedule of duty; and
- (ii) leave duty 15 minutes after the bus has reached the terminus on its last trip.

(c) Every bus conductor shall –

- (i) assume duty not earlier than the time specified in his schedule of duty; and
- (ii) leave duty 15 minutes after the bus has reached the terminus on its last trip or at the time he has completed the winding up of his work, whichever is the latest.

(d) The time at which a driver or conductor assumes duty and the time at which a bus reaches the terminus on its last trip shall –

- (i) be recorded on the way bill; and
- (ii) be signed by his employer or his authorised representative, and countersigned by the driver or conductor.

(e) Every worker shall record his attendance at work in an attendance book provided by the employer.

(f) A schedule of duty worked out on a roster basis indicating the date and time at which drivers and conductors shall attend duty shall be posted up in a conspicuous place at the employer's garage at least one week before the schedule is due to take effect.

(g) A schedule of duty worked out on a roster basis showing the date and time at which traffic officers shall attend work shall not be required to be posted up but a copy of the schedule of duty shall be issued confidentially to every traffic officer.

(h) Subject to sub subparagraph (i), an employer may, on an application made by any driver or conductor to alter his schedule of duty, alter the schedule of the driver or conductor.

(i) The application made under sub subparagraph (h) shall be made not later than 3 days before the date on which the schedule of duty is due to take effect or at such later time as the employer may accept.

(8) (a) Subject to sub subparagraphs (b) and (c), where a worker who is not on sick or annual leave, and does not attend duty on any day, not being his day off, or a public holiday other than a Sunday, or a day on which a cyclone warning class III or IV is in force, shall forfeit one day's pay.

(b) An employer shall pay to a worker a full day's remuneration where owing to climatic conditions or breakdown work has been stopped.



(c) Where a worker works on a day on which a cyclone warning class III or IV is in force, the worker shall, in addition to any remuneration due to him, be entitled to –

- (i) an allowance equal to 3 times the basic rate per hour in respect of every hour of work performed; and
- (ii) adequate free meals.

(d) Where a cyclone warning class III or IV is cancelled before 2 p.m. on any day, a worker shall only be entitled to that day's pay if he reports for duty within 2 hours after the time at which the warning is altered or cancelled, except where he is unable to do so due to *force majeure*.

### **3. Public holidays**

(1) A normal day's work performed by a worker on a public holiday shall be remunerated at not less than 2 times the daily basic rate.

(2) A worker who does not wish to perform work on a public holiday shall notify his employer in writing, at least 3 working days in advance, of his intention not to work on that day.

### **4. Overtime**

(1) A worker who does not wish to work overtime on a particular day shall notify his employer in writing, at least 3 working days in advance, of his intention not to work on that day.

(2) No worker shall, except in cases of emergency arising out of unforeseen circumstances or unless he voluntarily agrees to do so, be required to work overtime for more than one hour on any day.

(3) Work performed in excess of a normal day's work, exclusive of spreadover and meal time, shall be paid –

- (a) where the worker has been in attendance at work, exclusive of spreadover, for more than 40 hours in the week –
  - (i) at not less than 3 times the basic rate per hour on any public holiday; or
  - (ii) at not less than one and a half times the basic rate per hour on any other day; and

- (b) where the worker has been in attendance at work, exclusive of spreadover, for not more than 40 hours in the week –
  - (i) at not less than 2 times the basic rate per hour on any public holiday; or
  - (ii) at not less than the normal rate per hour on any other day.

(4) For the purpose of subparagraph (3), a worker who is on any day on leave with pay shall, in respect of that day, be deemed to have put in a normal day's attendance at work.

## **5. Night duty**

(1) Subject to subparagraph (2), a worker who works between the hours of 9 p.m. on any day and 5 a.m. on the following day, as overtime or otherwise, shall be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 9 p.m. on that day.

(2) Where night duty is performed wholly or partly on a public holiday, a worker shall, in respect of the work performed on the public holiday, be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 9 p.m. on that day.

(3) No worker shall be required or allowed to resume duty on any day within 10 hours of the completion of the previous day's work.

## **6. Spreadover**

(1) Subject to subparagraph (3), spreadover, exclusive of the time allowed for meal break, shall be applicable to every worker on any of the 7 days of the working week between the hours of 9 a.m. and 3 p.m.

(2) Subject to subparagraph (3), spreadover shall not exceed 10 hours per working week.

(3) (a) Spreadover shall not be less than one hour nor more than 2 hours in any day and shall be continuous.

(b) Spreadover on any day shall be remunerated at the normal rate per hour.

(c) Where spreadover is applied on a public holiday, it shall be remunerated at 2 times the rate applicable on a normal working day.

(4) (a) Every schedule of duty shall indicate the day on which a worker shall be on spreadover.

(b) Any employer may cancel the spreadover of a worker and request him to remain on duty on any day and the worker shall be remunerated for the work performed.

(5) The place where spreadover is spent shall be determined by the employer.

## **7. Meal allowance**

(1) Any worker who works on a special route for not less than 8 hours in any day shall be paid in advance a meal allowance of 100 rupees in respect of that day.

(2) Every traffic officer shall, on the day he acts as ticket examiner or stand regulator where no cabin facilities are available, be paid a daily meal allowance of 50 rupees.

(3) (a) Where a worker is required to perform more than 2 hours' extra work after having completed a normal day's work, he shall, in addition to any wages due, be paid an allowance of 70 rupees in respect of that day or be provided by the employer with an adequate free meal.

(b) In this sub subparagraph, a normal day's work shall be reckoned as being inclusive of spreadover.

(4) The meal allowance specified in subparagraphs (2) and (3) shall be paid not later than the last working day of the pay period.

## **8. Transport benefits and facilities**

(1) Subject to subparagraphs (2) and (3), every worker travelling to and from his place of work for the purposes of performing his duty shall be provided with free transport.

(2) Subject to subparagraph (3), where an employer is not able provide his worker with free transport, he shall pay that worker an allowance equivalent –

(a) to the expenses incurred by the worker on bus fares where transport facilities by bus are available; or

(b) to the cost of transport reasonably incurred by the worker where transport facilities by bus are not available.

(3) Where a worker who starts work on the first shift is required to travel over a distance which is not serviced by a bus, the worker shall be paid an allowance of 12 rupees per kilometre.

(4) A worker on sick leave and who is capable of travelling shall be provided with free transport in his employer's bus on the normal route, whenever available, to enable him to obtain a medical certificate or to proceed for treatment.

(5) Every employer owning more than 5 buses shall provide, free of charge, a bus for a period of at least –

- (a) 3 hours, on the death of a worker or the death of a worker's spouse, child, father or mother, at the disposal of the bereaved family for funeral purposes; or
- (b) 4 hours, at the disposal of a worker, on the occasion of his first civil or religious marriage.

## **9. Uniforms and protective equipment**

(1) (a) Every employer shall provide to every monthly paid worker with –

- (i) 3 polyester suits, consisting each of a jacket and a pair of trousers, every year;
- (ii) 3 pairs of leather shoes every year; and
- (iii) a cap and a two-piece raincoat, every 2 years.

(b) Every employer shall provide every bus conductor with a leather belt and a small bag for collecting money.

(c) The 3 suits and 3 pairs of shoes specified in sub subparagraph (a) may be provided –

- (i) not later than 30 April; or
- (ii) in respect of the first 2 suits and the first 2 pairs of shoes, not later than 30 April; and
- (iii) in respect of the third suit and third pair of shoes, not later than 30 October.

(d) The items specified in sub subparagraph (b) shall be replaced as soon as they become unserviceable.

(2) (a) Every casual worker shall, on assumption of duty, be provided with 2 suits consisting of a jacket and a pair of trousers of washable material, and a pair of shoes.

(b) The casual worker referred to in sub subparagraph (a) shall, not later than 30 April in every following year, be provided with one suit and one pair of shoes.

(c) The items specified in sub subparagraph (a) shall remain the property of the employer for the first 6 months of work.

(3) All items of clothing specified in this paragraph shall be of a quality to be approved by a Joint Industrial Council or, in case of disagreement or where such Joint Industrial Council does not exist, by the Minister or his representative.

(4) Every worker who is provided with suits, caps and shoes and does not wear them regularly in any year shall not be entitled to those suits, caps and shoes in the following year.

#### **10. Off duty day**

(1) Every worker shall be entitled to 2 off duty days in every working week and shall not, except with his consent, be made to work consecutively for more than 6 days.

(2) The off duty days shall not be more than 2 Sundays in any period of 7 working weeks.

(3) Any worker may, with the consent of his employer, exchange their off duty day.

(4) No worker shall, in respect of any off duty day, forfeit any pay or be entitled to extra remuneration.

#### **11. Annual leave**

(1) Every monthly paid worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled, at his request, to 16 working days' leave with full pay in the following period of 12 months.

(2) Leave specified in subparagraph (1) may be taken on full day or half-day upon mutual agreement between the worker and the employer.

(3) A worker shall give at least 9 days' notice when applying for leave exceeding one day and the approval shall be subject to the requirements of the transport industry.

(4) Any day's voluntary absence may, at the request of the worker, be considered as absence on leave.

(5) No leave shall, except at the employer's discretion, be granted during the period beginning on 20 December in a year and ending on 7 January in the subsequent year.

(6) Where a worker does not take or is not granted all the leave to which he is entitled under subparagraph (1), he shall be paid a normal day's pay in respect of every day's annual leave still due to him at the end of the period of 12 consecutive months.

(7) Subparagraph (6) shall not apply where the employment of a worker is terminated for misconduct.

## **12. Sick leave**

(1) Subject to subparagraph (4), where a monthly paid worker remains in the continuous employment with the same employer for a period of 12 consecutive months, he shall, during the following 12 months, be entitled to 21 days' sick leave on full pay.

(2) Where at the end of the period of 12 consecutive months, a worker has not taken the sick leave to which he is entitled to under subparagraph (1), any outstanding sick leave shall be accumulated to a maximum of 90 working days.

(3) Where a worker has exhausted the sick leave provided for under subparagraph (1) and has wholly spent time –

- (a) in a public or private hospital;
- (b) for convalescence purposes after discharge from a public or private hospital, certified by a medical practitioner,

any additional sick leave granted may be deducted from the accumulated sick leave referred to in subparagraph (2).

(4) Where a worker absents himself on ground of sickness, he shall, except where his employer is aware of the nature of his illness, notify his employer of his sickness as soon as possible and, if he remains sick for more than 4 consecutive days, he shall forward a medical certificate to that effect so as to reach his employer not later than the fifth day of absence.

(5) An employer may, at his discretion and at his own expense, cause a medical practitioner of his choice to examine a worker who is absent on the ground of sickness.

(6) Every employer shall appoint his own medical practitioner or a panel of medical practitioners.

### **13. Court leave**

(1) Every worker shall be granted court leave with pay to attend Court in relation to accidents and police contraventions arising out of his work.

(2) Every employer may require a worker to produce an attendance form from the Court where the case was called.

### **14. Special leave**

(1) Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to –

- (a) 8 working days' special leave on full pay on the occasion of his first civil or religious marriage;
- (b) 3 working days' special leave on full pay on the death of his spouse, child, father, mother, brother, sister, grandfather, grandmother, mother-in-law or father-in-law; and
- (c) 5 working days' paternity leave on full pay on the birth of his child, subject to the production by the worker of –
  - (i) a medical certificate certifying that his spouse has given birth to his child; and
  - (ii) a written statement signed by him that he is living with his spouse under a common roof.

(2) The special leave specified in subparagraph (1)(c) shall be taken within 2 weeks after the birth of the child.

### **15. Study leave**

Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to a study leave without pay for a maximum period of 2 years at an approved institution, provided that such study is directly related to the transport industry.

### **16. Death grant**

(1) Subject to subparagraph (2), where a worker dies, his employer shall pay an amount of 5,000 rupees to the –

- (a) surviving spouse of the deceased worker for funeral purposes; or
- (b) person who satisfies the employer that he has borne the funeral expenses, where the deceased worker leaves no surviving spouse.

(2) Any worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of 12 consecutive months immediately preceding his death.

(3) In this paragraph –

“spouse” means the person with whom a deceased worker had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

## **17. Permanent staff**

Every employer shall employ, on a monthly basis, not less than 7 drivers and 7 conductors for every 5 buses which are included in his fleet for which he holds a road service licence.

## **18. Payment of remuneration**

(1) Every worker shall be paid his remuneration during working hours and not later than the last working day of the pay period.

(2) Every employer shall, at the time of paying the remuneration of a worker, issue to the worker a pay slip stating, inter alia –

- (a) the name and the National Pension Registration number of the employer;
- (b) the name, National Identity Card number, date of entry, job title and grade, if any, of the worker;
- (c) the basic wages and every item of allowance, including any productivity payment;
- (d) the total number of days on which the worker was present at work and details of leave taken, if any;
- (e) the number of hours of extra work performed by the worker, the relevant applicable rates and the corresponding amount for extra work;



- (f) the piece rate earnings, if any;
- (g) all deductions made and the reasons therefor; and
- (h) the total remuneration and the net pay.

## **19. Accidental damage and loss of proceeds**

No worker shall be made to compensate his employer in respect of any damage caused by accident to a vehicle or loss of proceeds under his charge.

## **20. Casual employment**

(1) Any casual worker scheduled to work or called upon to work on any day shall be given at least 4 hours' work on that day or paid such day's wages in lieu thereof.

(2) Where any casual worker fails to attend duty on any day on which he is scheduled to work, the employer shall not be bound to provide him with work on the remaining days of the working week on which he may have been scheduled to work.

(3) The pay day for every casual worker shall be on a fixed day to be agreed between the employer and the worker or, in default of agreement, to be fixed by the Permanent Secretary.

(4) The basic rates of pay for every casual worker shall have effect as if –

- (a) "normal day's work" means the first 4 hours of actual work performed at any time between the hours of 5 a.m. and 9 p.m. exclusive of spreadover and one hour meal break;
- (b) "overtime" means work performed in excess of 8 hours, exclusive of spreadover and meal break; and
- (c) "normal rate" means the rates of pay per hour specified in the First Schedule.

(5) Every casual worker who works for not less than 22 days in a month shall be entitled to one day paid leave, either in the form of an annual leave or a sick leave, in the following month.

(6) (a) Where there is a vacancy amongst the monthly paid workers of an employer, employment on a monthly basis shall be offered to the most senior casual worker and seniority shall be reckoned as from the date on which that casual worker first took up employment with the employer in the category in which the vacancy occurs.

(b) Upon appointment, the term of service spent on a casual basis shall be reckoned as continuous employment and the worker shall be entitled to all benefits accruing to a permanent worker.

(7) Every employer shall keep a register indicating in order of seniority the names of all casual workers employed by him, their addresses and their respective dates of first employment with that employer.

(8) (a) A schedule of duty worked out on a roster basis and indicating the date and time at which any casual driver and casual conductor shall attend work shall be posted in a conspicuous place at the employer's garage at least one week before the schedule of duty is due to take effect.

(b) Every employer shall provide work to all casual workers in such a way as to ensure equal opportunity of employment to all casual workers.

## **21. Attendance bonus**

(1) Every worker, other than a casual worker, who, during a period of one month, does not absent himself from work on any day on which he is required to work, shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages for that month.

(2) Every casual worker who completes 22 normal days' work in a month shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages.

(3) For the purposes of subparagraphs (1) and (2) –

(a) the first 20 days' absences on annual and/or sick leave; and

(b) absences owing to injury leave following injury arising out of and in the course of employment duly certified by a Government medical practitioner,

shall not be deemed to constitute absences from work.

## **22. End of year bonus**

(1) Every monthly paid worker who remains in the continuous employment with the same employer for one year shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(2) Every casual worker who works with the same employer for one year shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(3) Every worker who –

- (a) takes employment during the course of the year;
- (b) is still in employment as at 31 December; and
- (c) performs a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(4) Seventy-five per cent of the expected bonus shall be paid not later than 5 clear working days before 25 December and the remaining bonus not later than the last working day of the same year.

(5) For the purposes of payment of the end of year bonus, a day on which a worker –

- (a) is absent with the employer's authorisation;
- (b) reports for work but is not been offered work by his employer; or
- (c) absents himself on ground of –
  - (i) illness pursuant to paragraph 12(4) of this Schedule; or
  - (ii) injury,

shall count as a working day.

### **23. Medical facilities**

(1) Every employer shall cause every worker to undergo a complete medical check-up, including eyesight tests, at the expense of the employer for every period of 12 months.

(2) Every employer shall cause every worker above the age of 50 to undergo a complete medical check-up, including eyesight tests, at the expense of the employer once every 6 months.

(3) An employer shall make all necessary arrangements for the release of the worker and the refund of fares that may be incurred for such checkups.

(4) Where health problems are detected during a medical check-up, the medical practitioner shall refer the worker to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every worker, on the recommendation of an eye specialist, shall be provided, free of charge by his employer, with a pair of spectacles, the cost of the frames of which shall not exceed 3,500 rupees, every 2 years.

#### **24. Gratuity at death**

(1) Subject to subparagraph (2), where a worker dies, every employer shall pay a gratuity to the spouse of the deceased worker or, where there is no surviving spouse, in equal proportions to the dependents of the deceased worker, irrespective of any benefits the spouse or dependents of the deceased worker may be entitled to under the National Pensions Act.

(2) Any worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of not less than 12 months.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service of the deceased worker.

(4) In this paragraph –

"dependant" means a person who was living in the deceased worker's household and was wholly or partly dependent on his earnings at the time of his death;

"spouse" means the person with whom the deceased worker had contracted a civil or religious marriage and with whom he lived under a common roof at the time of his death;

"year of service" shall be computed as from the first day of the period during which the deceased worker has been in the continuous employment with the same employer up to his last day of employment.

#### **25. Gratuity on retirement before the age of 60 on medical grounds**

(1) Subject to subparagraph (2), every employer shall pay a gratuity to a worker where the worker retires before the age of 60 on the ground of permanent

incapacity to perform his work and where such incapacity is duly certified by a Government medical practitioner, irrespective of any benefits the worker may be entitled to under the National Pensions Act.

(2) A worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of not less than 5 years.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service of the worker.

(4) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the worker has been in the continuous employment with the same employer up to his last day of employment.

## **26. Gratuity on retirement**

(1) An employer shall pay a gratuity to a worker who has been in the continuous employment with him for a period of 12 months or more where –

- (a) the worker, on or after attaining the age of 60, retires voluntarily;
- (b) the worker, on or after attaining the retiring age, retires at the request of the employer.

(2) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service of the worker.

(3) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the worker has been in the continuous employment with the same employer up to his last day of employment.

## **27. Optional retirement**

(1) Every worker who remains in the continuous employment with the same employer for a period of not less than 10 years may retire on or after reaching the age of 55 years and shall be paid a gratuity.

(2) The gratuity specified in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service irrespective of any benefits the worker may be entitled to under the National Pension Act.

(3) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the worker has been in the continuous employment with the same employer up to his last day of employment.

## **28. Maternity benefits**

(1) Every female worker who remains in the continuous employment with the same employer for a period of 12 consecutive months immediately preceding her confinement shall, on production of a medical certificate, be entitled to –

- (a) 12 weeks’ maternity leave on full pay to be taken either –
  - (i) before confinement, provided that at least 6 weeks’ maternity leave shall be taken immediately following the confinement; or
  - (ii) after confinement; and
- (b) an allowance of 3,000 rupees, payable within 7 days of her confinement.

(2) Where a female worker, who remains in the continuous employment with the same employer for a period of 12 consecutive months, gives birth to a stillborn child, she shall, on production of a medical certificate, be entitled to 12 weeks’ maternity leave on full pay.

(3) Any female worker who reckons less than 12 months’ continuous employment shall not be entitled to the benefits specified in subparagraph (1)(b) but shall be entitled to the maternity leave specified in subparagraph (1)(a) or (2), as the case may be, without pay.

(4) Where a female worker suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks’ leave on full pay after the miscarriage.

(5) Where a female worker enters into her fifth month of pregnancy, she shall be offered –

- (a) as far as is reasonably practicable and at her request, all appropriate working facilities as recommended by a medical practitioner;
- (b) an alternative lighter job till the end of her pregnancy.

(6) Every employer shall allow a female worker to nurse her unweaned child for a period of one hour daily or half an hour twice daily at such time as is convenient to her.

(7) The time taken by a female worker referred to in subparagraph (6) –

- (a) shall be for a period of 6 months from the date of confinement or such other period as a medical practitioner may determine; and
- (b) shall not be deducted from the number of hours of work of the female worker.

(8) No female worker shall be compelled to perform evening and night shift during the 12 months following her confinement.

### **29. Money change**

Every conductor, permanent or casual, shall be provided with a sum of 500 rupees, reasonably divided in notes and coins before the start of his first trip of the day.

### **30. Allowance**

(1) Every driver or conductor performing the job of driver-conductor in a one-man operated bus shall be entitled to an allowance of 10 per cent of his daily basic wage on the day he operates the bus.

(2) The allowance specified in subparagraph (1) shall apply to both permanent and casual workers.

### **31. Telephone allowance**

Every traffic officer shall be provided with a mobile phone allowance of 120 rupees per month.

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**SECOND SCHEDULE**  
[Regulations 3 and 9]

**ADMINISTRATIVE SECTION**

**1. Wages**

(1) In this schedule –

“worker” –

- (a) means a person who works in the administrative section; and
- (b) includes a watchperson.

(2) The wages of every worker shall be as follows –

Column I	Column II	Column III	Column IV	Column V
Category of worker	Year of service	(Rs)	Basic wages per month	
			In respect of service after 31 July 2015 (Rs)	In respect of service after 31 July 2016 (Rs)
Accounts Clerk, Chief Cashier, Insurance Clerk	1 <sup>st</sup> year	14,706	14,949	15,594
	2 <sup>nd</sup> year	14,826	15,071	15,769
	3 <sup>rd</sup> year	14,945	15,192	15,944
	4 <sup>th</sup> year	15,063	15,312	16,119
	5 <sup>th</sup> year	15,183	15,434	16,294
	6 <sup>th</sup> year	15,309	15,562	16,469
	7 <sup>th</sup> year	15,434	15,689	16,644
	8 <sup>th</sup> year	15,559	15,816	16,819
	9 <sup>th</sup> year	15,685	15,944	16,994
	10 <sup>th</sup> year	15,829	16,091	17,169
Cashier, Storekeeper, Chief clerk	1 <sup>st</sup> year	13,124	13,341	14,020
	2 <sup>nd</sup> year	13,237	13,456	14,195
	3 <sup>rd</sup> year	13,351	13,572	14,370
	4 <sup>th</sup> year	13,464	13,687	14,545
	5 <sup>th</sup> year	13,577	13,801	14,720
	6 <sup>th</sup> year	13,690	13,916	14,895
	7 <sup>th</sup> year	13,802	14,030	15,070



	8 <sup>th</sup> year	13,915	14,145	15,245
	9 <sup>th</sup> year	14,029	14,261	15,420
	10 <sup>th</sup> year	14,148	14,382	15,595
Senior Clerk	1 <sup>st</sup> year	12,051	12,250	13,100
	2 <sup>nd</sup> year	12,146	12,347	13,275
	3 <sup>rd</sup> year	12,240	12,442	13,450
	4 <sup>th</sup> year	12,334	12,538	13,625
	5 <sup>th</sup> year	12,429	12,634	13,800
	6 <sup>th</sup> year	12,523	12,730	13,975
	7 <sup>th</sup> year	12,616	12,825	14,150
	8 <sup>th</sup> year	12,723	12,933	14,325
	9 <sup>th</sup> year	12,830	13,042	14,500
	10 <sup>th</sup> year	12,936	13,150	14,675
Junior Clerk, Typist	1 <sup>st</sup> year	10,609	10,784	11,850
	2 <sup>nd</sup> year	10,690	10,867	12,025
	3 <sup>rd</sup> year	10,772	10,950	12,200
	4 <sup>th</sup> year	10,853	11,032	12,375
	5 <sup>th</sup> year	10,934	11,115	12,550
	6 <sup>th</sup> year	11,023	11,205	12,725
	7 <sup>th</sup> year	11,110	11,294	12,900
	8 <sup>th</sup> year	11,198	11,383	13,075
	9 <sup>th</sup> year	11,293	11,480	13,250
	10 <sup>th</sup> year	11,387	11,575	13,425
Data Input Clerk	1 <sup>st</sup> year	10,759	10,934	12,000
	2 <sup>nd</sup> year	10,840	11,015	12,175
	3 <sup>rd</sup> year	10,922	11,097	12,350
	4 <sup>th</sup> year	11,003	11,178	12,525
	5 <sup>th</sup> year	11,084	11,259	12,700
	6 <sup>th</sup> year	11,173	11,348	12,875
	7 <sup>th</sup> year	11,260	11,435	13,050
	8 <sup>th</sup> year	11,348	11,523	13,225
	9 <sup>th</sup> year	11,443	11,618	13,400
	10 <sup>th</sup> year	11,537	11,712	13,575
Head Messenger	1 <sup>st</sup> year	11,324	11,511	11,766

	2 <sup>nd</sup> year	11,399	11,587	11,941
	3 <sup>rd</sup> year	11,474	11,664	12,116
	4 <sup>th</sup> year	11,550	11,741	12,291
	5 <sup>th</sup> year	11,625	11,817	12,466
	6 <sup>th</sup> year	11,701	11,894	12,641
	7 <sup>th</sup> year	11,776	11,971	12,816
	8 <sup>th</sup> year	11,851	12,047	12,991
	9 <sup>th</sup> year	11,989	12,187	13,166
	10 <sup>th</sup> year	12,082	12,282	13,341
Messenger	1 <sup>st</sup> year	10,476	10,649	10,885
	2 <sup>nd</sup> year	10,521	10,695	11,060
	3 <sup>rd</sup> year	10,565	10,740	11,235
	4 <sup>th</sup> year	10,609	10,784	11,410
	5 <sup>th</sup> year	10,652	10,828	11,585
	6 <sup>th</sup> year	10,703	10,880	11,760
	7 <sup>th</sup> year	10,753	10,931	11,935
	8 <sup>th</sup> year	10,804	10,983	12,110
	9 <sup>th</sup> year	10,860	11,040	12,285
	10 <sup>th</sup> year	10,917	11,098	12,460
Photocopy Machine Operator, Telephonist	1 <sup>st</sup> year	10,609	10,784	11,022
	2 <sup>nd</sup> year	10,690	10,867	11,197
	3 <sup>rd</sup> year	10,772	10,950	11,372
	4 <sup>th</sup> year	10,853	11,032	11,547
	5 <sup>th</sup> year	10,934	11,115	11,722
	6 <sup>th</sup> year	11,023	11,205	11,897
	7 <sup>th</sup> year	11,110	11,294	12,072
	8 <sup>th</sup> year	11,198	11,383	12,247
	9 <sup>th</sup> year	11,293	11,480	12,422
	10 <sup>th</sup> year	11,387	11,575	12,597
Watchperson	1 <sup>st</sup> year	10,138	10,306	10,577
	2 <sup>nd</sup> year	10,195	10,364	10,752
	3 <sup>rd</sup> year	10,251	10,421	10,927
	4 <sup>th</sup> year	10,307	10,478	11,102
	5 <sup>th</sup> year	10,363	10,534	11,277
	6 <sup>th</sup> year	10,420	10,592	11,452

7 <sup>th</sup> year	10,476	10,649	11,627
8 <sup>th</sup> year	-	-	11,802
9 <sup>th</sup> year	-	-	11,977
10 <sup>th</sup> year	-	-	12,152
Part-time Cashier	90.96 per hour	92.78 per hour	96.93 per hour

(3) For the purposes of determining the amount which may accrue to a worker for overtime, night duty, gratuity at death, gratuity on retirement before the age of 60 on medical ground, gratuity on retirement and optional retirement or for any other reasons, or for the purposes of determining the amount which may accrue to be deducted in respect of absences from duty –

- (a) the basic daily wages shall be deemed to be one-twenty-sixth of the monthly wages;
- (b) the basic rate per hour shall be deemed to be –
  - (i) one seventh of the basic daily wages for all workers, other than a watchperson; and
  - (ii) one-twelfth of the daily basic wages for a watchperson.

(4) Where a worker replaces another worker, he shall be paid the higher remuneration, if any, applicable to the worker he replaces.

## **2. Normal working hours**

(1) A normal working week of every worker, other than a watchperson, shall –

- (a) consist of 40 hours of work; and
- (b) be completed in 6 days.

(2) A normal day's work of every worker, other than a watchperson, shall consist of 7 hours actual work, exclusive of meal and tea breaks, performed at any time between the hours of 7 a.m. and 9 p.m., except for one day in the week which shall consist of 5 hours actual work performed at any time between the hours of 7 a.m. and 2 p.m.

(3) Every worker shall be entitled to a meal break of one hour on every day he attends duty.

(4) The meal time referred to in subparagraph (3) shall be taken by the worker, at his employer's discretion, between the hours of 9 a.m. and noon, unless otherwise agreed between the employer and the worker.

(5) Every employer shall grant to every worker, except for a watchperson, who is employed for more than 6 hours consecutively in one day –

- (a) a tea break of at least 20 minutes; or
- (b) 2 tea breaks of at least 10 minutes each.

(6) A normal working week for a watchperson shall consist of 6 days and a normal working day for a watchperson shall consist of 12 hours or less performed by day or by night, inclusive of one hour for meal break and tea breaks.

(7) Every employer shall keep an attendance book in which shall be recorded the time at which a worker assumes and leaves duty and the worker shall sign the entries which refer to him.

(8) (a) Subject to sub subparagraphs (b) and (c), a worker who is not on sick or annual leave and does not work on any day, not being a public holiday or a day where a cyclone warning class III or IV is in force, shall forfeit one day's pay.

(b) An employer shall pay to a worker a full day's remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped after the worker has worked for more than 2 hours.

(c) Where a worker works on a day on which a cyclone warning class III or IV is in force, the worker shall, in addition to any remuneration due to him, be entitled to –

- (i) an allowance equal to 3 times the basic rate per hour in respect of every hour of work performed; and
- (ii) adequate free meals.

(d) Where a cyclone warning class III or IV is, before 10 a.m. on any day, replaced by a cyclone warning Class I or II, or the cyclone warning is cancelled, a worker shall only be entitled to that day's pay if he reports for duty within 2 hours after the time at which the warning is altered or cancelled, except where he is unable to do so due to *force majeure*.

### **3. Public holidays**

A normal day's work performed on a public holiday shall be remunerated at not less than 2 times the daily basic wages.

#### **4. Overtime**

- (1) Subject to subparagraph (2), any overtime performed –
  - (a) on any public holiday –
    - (i) shall be remunerated at not less than 3 times the basic rate per hour for every worker, other than a watchperson; or
    - (ii) at not less than 2 times the basic rate per hour for every watchperson; or
  - (b) on any other day, shall be remunerated at not less than one and a half times the basic rate per hour for any worker.

(2) The overtime referred to in subparagraph (1) shall be exclusive of meal and tea breaks, except for a watchperson.

#### **5. Night duty**

(1) Subject to paragraph (2), any worker who works between the hours of 9 p.m. on any day and 7 a.m. on the following day, as overtime or otherwise, shall be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 7 a.m. and 9 p.m. on that day.

(2) Where night duty is performed wholly or partly on a public holiday, the worker shall, in respect of the work performed on the public holiday, be paid twice the basic rate per hour he would have been paid if the work had been performed between the hours of 7 a.m. and 9 p.m. on that day.

(3) No worker shall be required or allowed to resume duty on any day within 10 hours of the completion of the previous day's work.

#### **6. Meal allowance**

(1) Where a worker is required to work overtime for a period of at least 2 hours after having completed a normal day's work on any day of the week, whether a public holiday or not, he shall, in addition to any remuneration due under paragraph 4, be paid a meal allowance of 70 rupees in respect of that day.

(2) The meal allowance specified in subparagraph (1) shall be paid not later than on the last working day of the pay period.

## **7. Transport benefits and facilities**

(1) Subject to subparagraphs (2) and (3), every worker travelling to and from his place of work for the purposes of performing his duty shall be provided with free transport.

(2) Subject to subparagraph (3), where an employer is not able to provide his worker with free transport, he shall pay that worker an allowance equivalent –

- (a) to the expenses incurred by the worker on bus fares where transport facilities by bus are available; or
- (b) to the cost of transport reasonably incurred by the worker where transport facilities by bus are not available.

(3) Where a worker who starts work on the first shift is required to travel over a distance which is not serviced by a bus, the worker shall be paid an allowance of 12 rupees per kilometre.

(4) A worker who is on sick leave and capable of travelling shall be provided with free transport in the employer's bus on the normal route, whenever available, to enable him to obtain a medical certificate or to proceed for treatment.

(5) Every employer owning more than 5 buses shall provide, free of charge, a bus for a period of at least –

- (a) 3 hours, on the death of a worker or the death of a worker's spouse, child, father or mother, at the disposal of the bereaved family for funeral purposes;
- (b) 4 hours, at the disposal of a worker, on the occasion of his first civil or religious marriage.

## **8. Annual leave**

(1) (a) Every worker who works for the same employer for a period of 12 consecutive months and who, subject to sub subparagraph (d), has not been absent, otherwise than on leave with pay, for more than 10 days on leave without pay during that period, shall be entitled to 16 working days' annual leave with pay in the following period of 12 months.

(b) Every employer may fix the day or days on which half of the number of days' leave shall be taken and the worker may fix the day or days on which the other half is to be taken.

(c) Leave specified in sub subparagraph (a) may be taken on full day or half-day upon mutual agreement between the worker and the employer.

(d) For the purposes of this paragraph, absences due to suspension from duty on disciplinary grounds, absences on maternity leave, absences on accumulated sick leave and absences owing to climatic conditions and on days on which a cyclone warning Class III or IV is in force, shall, unless the worker forfeits his day's pay under paragraph 2(8)(b) or (d), be deemed to be attendance at work.

(2) Every worker shall give at least 9 days' notice when applying for leave exceeding one day and the approval shall be subject to the requirements of the transport industry.

(3) Any day's voluntary absence may, at the request of the worker, be considered as absence on leave.

(4) No leave shall, except at the employer's discretion, be granted during the period beginning on 20 December in a year and ending on 7 January in the subsequent year.

(5) Where a worker does not take or is not granted all the leave to which he is entitled under subparagraph (1), he shall be paid a normal day's pay in respect of every day's annual leave still due to him at the end of the period of 12 consecutive months.

(6) Subparagraph (5) shall not apply where the employment of a worker is terminated for misconduct.

## **9. Sick leave**

(1) Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled during the following 12 months to 21 days' sick leave on full pay.

(2) Where, at the end of the period of 12 consecutive months, a worker has not taken the sick leave to which he is entitled to under subparagraph (1), any outstanding sick leave shall be accumulated to a maximum of 90 working days.

(3) Where a worker has exhausted the sick leave provided for under subparagraph (1) and has wholly spent time –

- (a) in a public or private hospital;
- (b) for convalescence purposes after discharge from a public or private hospital, certified by a medical practitioner,

any additional sick leave granted may be deducted from the accumulated sick leave referred to in subparagraph (2).

(4) Where a worker absents himself on ground of sickness, he shall, except where the employer is aware of the nature of his illness, notify his employer of his sickness as soon as possible and, if he remains sick for more than 4 consecutive days, he shall forward a medical certificate to that effect so as to reach his employer not later than the fifth day of absence.

(5) An employer may, at his discretion and at his own expense, cause a medical practitioner of his choice to examine a worker who is absent on the ground of sickness.

(6) Every employer shall appoint his own medical practitioner or a panel of medical practitioners.

## **10. Special leave**

(1) Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to –

- (a) 8 working days' special leave on full pay on the occasion of his first civil or religious marriage; and
- (b) 3 working days' special leave on full pay on the death of his spouse, child, father, mother, brother, sister, grandfather, grandmother, mother-in-law and father-in-law;
- (c) 5 working days' paternity leave on full pay on the birth of his child, subject to the production by the worker of –
  - (i) a medical certificate certifying that his spouse has given birth to his child; and
  - (ii) a written statement signed by him that he is living with his spouse under a common roof.

(2) The special leave specified in subparagraph (1)(c) shall be taken within 2 weeks after the birth of the child.

## **11. Study leave**

Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to a study leave without pay for a maximum of 2 years at an approved institution provided that such study is directly related to the transport industry.



## **12. Death grant**

(1) Subject to subparagraph (2), where a worker dies, his employer shall pay an amount of 5,000 rupees to the –

- (a) surviving spouse of the deceased worker for funeral purposes; or
- (b) the person who satisfies the employer that he has borne the funeral expenses, where the deceased worker leaves no surviving spouse.

(2) A worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of 12 consecutive months immediately preceding his death.

(3) In this paragraph–

“spouse” means the person with whom a deceased worker had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

## **13. Payment of remuneration**

(1) Every worker shall be paid his remuneration during working hours and not later than the last working day of the pay period.

(2) Every employer shall, at the time of paying the remuneration of a worker, issue to the worker a pay slip stating, inter alia –

- (a) the name and the National Pension Registration number of the employer;
- (b) the name, National Identity Card number, date of entry, job title and grade, if any, of the worker;
- (c) the basic wages and every item of allowance, including any productivity payment;
- (d) the total number of days on which the worker was present at work and details of leave taken, if any;
- (e) the number of hours of extra work performed by the worker, the relevant applicable rates and the corresponding amount for extra work;
- (f) the piece rate earnings, if any;

- (g) all deductions made and the reasons therefor; and
- (h) the total remuneration and the net pay.

#### **14. Minimum establishment**

(1) Where an employer employs more than 4 senior clerks, one of them shall be a chief clerk.

(2) Where an employer employs 5 or more junior clerks, one senior clerk shall be appointed for every 5 junior clerks.

#### **15. Attendance bonus**

(1) Every worker who, during a period of one month, does not absent himself from work on any day on which he is required to work, shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages for that month.

(2) For the purposes of subparagraph (1) –

- (a) the first 20 days' absences on annual and/or sick leave; and
- (b) absences owing to injury leave following injury arising out of and in the course of employment duly certified by a Government medical practitioner,

shall not be deemed to constitute absences from work.

#### **16. End of year bonus**

(1) Every worker who remains in the continuous employment with the same employer for one year shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(2) Every worker who –

- (a) takes employment during the course of the year;
- (b) is still in employment as at 31 December; and
- (c) performs a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(3) Every employer shall pay 75 per cent of the expected bonus not later than 5 clear working days before 25 December and the remaining bonus not later than on the last working day of the same year.

(4) For the purposes of payment of the end of year bonus, a day on which a worker –

- (a) is absent with the employer's authorisation;
- (b) reports for work but is not offered work by his employer; or
- (c) absents himself on ground of –
  - (i) illness pursuant to paragraph 9(4) of this Schedule; or
  - (ii) injury,

shall count as a working day.

#### **17. Uniforms and protective equipment**

(1) Every employer shall provide 3 uniforms and 2 pairs of shoes to every worker every year.

(2) Every employer shall provide –

- (a) a two-piece plastic raincoat and a cap to every messenger and every head messenger, every 2 years;
- (b) a two-piece raincoat to every watchperson, every 2 years;
- (c) a mobile phone to every watchperson for both day and night duty as well as a monthly allowance of 100 rupees.

(3) The mobile phone provided to the watchperson under subparagraph 2(c) shall remain the property of the employer.

#### **18. Medical facilities**

(1) Every employer shall cause every worker to undergo a complete medical check-up, including eyesight tests, at the expense of his employer at every period of 12 months.

(2) Every employer shall cause every worker above the age of 50 to undergo a complete medical check-up, including eyesight tests, at the expense of his employer once every 6 months.

(3) An employer shall make all necessary arrangements for the release of the worker and the refund of fares that may be incurred for a medical check-up.

(4) Where health problems are detected during a medical check-up, the medical practitioner shall refer the worker to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every worker, on the recommendation of an eye specialist, shall be provided, free of charge, by his employer with a pair of spectacles, the cost of the frames of which shall not exceed 3,500 rupees, every 2 years.

## **19. Gratuity at death**

(1) Subject to subparagraph (2), where any worker dies, an employer shall pay a gratuity to the spouse of the deceased worker or, where there is no surviving spouse, in equal proportions to the dependents of the deceased worker, irrespective of any benefits the spouse or the dependents of the deceased worker may be entitled to under the National Pensions Act.

(2) A worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of not less than 12 months.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated according to the formula 15 days' remuneration per year of service of the deceased worker.

(4) In this paragraph –

- (a) "dependent" means a person who was living in the deceased worker's household and was wholly or partly dependent on his earnings at the time of his death;
- (b) "spouse" means the person with whom the deceased worker had contracted a civil or religious marriage and with whom he lived under a common roof at the time of his death;
- (c) "year of service" shall be computed as from the first day of the period during which the deceased worker has been in continuous employment with the same employer up to his last day of employment.

## **20. Gratuity on retirement before the age of 60 on medical grounds**

(1) Subject to subparagraph (2), every employer shall pay a gratuity to any worker where the worker retires before the age of 60 on the ground of permanent incapacity to perform his work and where such incapacity is duly certified by a Government

medical practitioner, irrespective of any benefits the worker may be entitled to under the National Pensions Act.

(2) A worker referred to in subparagraph (1) shall have been in continuous employment with the same employer for a period of not less than 5 years.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated according to the formula 15 days' remuneration per year of service of the worker.

(4) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the deceased worker has been in continuous employment with the same employer up to his last day of employment.

## **21. Maternity benefits**

(1) Every female worker who remains in the continuous employment with the same employer for a period of 12 consecutive months immediately preceding her confinement shall, on production of a medical certificate, be entitled to –

(a) 12 weeks' maternity leave on full pay to be taken either –

(i) before confinement, provided that at least 6 weeks' maternity leave shall be taken immediately following the confinement; or

(ii) after confinement; and

(b) an allowance of 3,000 rupees, payable within 7 days of her confinement.

(2) Where a female worker, who remains in the continuous employment with the same employer for a period of 12 consecutive months, gives birth to a stillborn child and the stillbirth is duly certified by a medical practitioner, she shall, on production of a medical certificate, be entitled to 12 weeks' maternity leave on full pay.

(3) A female worker who reckons less than 12 months' continuous employment shall not be entitled to the benefits specified in subparagraph (1)(b), but shall be entitled to the maternity leave specified in subparagraphs (1)(a) or (2), as the case may be, without pay.

(4) Where a female worker suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks' leave on full pay immediately after the miscarriage.

(5) Where a female worker enters into her seventh month of pregnancy, she shall be offered, as far as is reasonably practicable and at her request, all appropriate working facilities as recommended by a medical practitioner.

(6) Every employer shall allow a female worker to nurse her unweaned child for a period of one hour daily or half an hour twice daily at such time as is convenient to her.

(7) The time taken by a female worker referred to in subparagraph (6) –

(a) shall be for a period of 6 months from the date of confinement or such period as a medical practitioner may determine; and

(b) shall not be deducted from the number of hours of work of the female worker.

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**THIRD SCHEDULE**  
[Regulations 3 and 9]

**MAINTENANCE AND WORKSHOP SECTION**

**1. Wages**

(1) In this schedule –

“worker” means a person who works in the maintenance and workshop section.

(2) The wages of every worker shall be as follows –

Column I	Column II	Column III	Column IV	Column V
<b>Basic wages per month</b>				
Category of worker	Year of service	(Rs)	In respect of service after 31 July 2015 (Rs)	In respect of service after 31 July 2016 (Rs)
Workshop Supervisor	1 <sup>st</sup> year	15,623	15,881	19,710
	2 <sup>nd</sup> year	15,766	16,027	19,885
	3 <sup>rd</sup> year	15,891	16,154	20,060
	4 <sup>th</sup> year	16,017	16,282	20,235
	5 <sup>th</sup> year	16,143	16,410	20,410
	6 <sup>th</sup> year	-	-	20,585
	7 <sup>th</sup> year	-	-	20,760
	8 <sup>th</sup> year	-	-	20,935
	9 <sup>th</sup> year	-	-	21,110
	10 <sup>th</sup> year	-	-	21,285
Chief Mechanic	1 <sup>st</sup> year	14,492	14,732	17,960
	2 <sup>nd</sup> year	14,593	14,834	18,135
	3 <sup>rd</sup> year	14,693	14,936	18,310
	4 <sup>th</sup> year	14,794	15,039	18,485
	5 <sup>th</sup> year	14,895	15,141	18,660
	6 <sup>th</sup> year	-	-	18,835
	7 <sup>th</sup> year	-	-	19,010
	8 <sup>th</sup> year	-	-	19,185

		9 <sup>th</sup> year	-	-	19,360
		10 <sup>th</sup> year	-	-	19,535
Mechanic Electrician (Superior Grade)	}	1 <sup>st</sup> year	13,495	13,718	16,210
		2 <sup>nd</sup> year	13,614	13,839	16,385
		3 <sup>rd</sup> year	13,733	13,960	16,560
		4 <sup>th</sup> year	13,854	14,083	16,735
		5 <sup>th</sup> year	13,972	14,203	16,910
		6 <sup>th</sup> year	-	-	17,085
		7 <sup>th</sup> year	-	-	17,260
		8 <sup>th</sup> year	-	-	17,435
		9 <sup>th</sup> year	-	-	17,610
		10 <sup>th</sup> year	-	-	17,785
Mechanic, Coach Builder, Painter, Electrician, Fitter, Blacksmith, Welder (Grade I)	}	1 <sup>st</sup> year	12,654	12,863	14,460
		2 <sup>nd</sup> year	12,755	12,966	14,635
		3 <sup>rd</sup> year	12,856	13,069	14,810
		4 <sup>th</sup> year	12,956	13,170	14,985
		5 <sup>th</sup> year	13,056	13,272	15,160
		6 <sup>th</sup> year	13,156	13,373	15,335
		7 <sup>th</sup> year	13,257	13,476	15,510
		8 <sup>th</sup> year	-	-	15,685
		9 <sup>th</sup> year	-	-	15,860
		10 <sup>th</sup> year	-	-	16,035
Mechanic, Coach Builder, Painter, Electrician, Fitter, Blacksmith, Welder( Grade II)	}	1 <sup>st</sup> year	11,681	11,874	12,535
		2 <sup>nd</sup> year	11,794	11,989	12,710
		3 <sup>rd</sup> year	11,907	12,104	12,885
		4 <sup>th</sup> year	12,089	12,289	13,060
		5 <sup>th</sup> year	12,209	12,411	13,235
		6 <sup>th</sup> year	12,328	12,532	13,410
		7 <sup>th</sup> year	-	-	13,585
		8 <sup>th</sup> year	-	-	13,760
		9 <sup>th</sup> year	-	-	13,935
		10 <sup>th</sup> year	-	-	14,110



Mechanic Coach Builder, Painter, Electrician, Fitter, Blacksmith, Welder (Grade III)	1 <sup>st</sup> year	10,972	11,153	11,153
	2 <sup>nd</sup> year	11,073	11,256	11,256
	3 <sup>rd</sup> year	11,174	11,359	11,359
	4 <sup>th</sup> year	11,274	11,460	11,460
	5 <sup>th</sup> year	11,381	11,569	11,569
	6 <sup>th</sup> year	-	-	11,660
	7 <sup>th</sup> year	-	-	11,835
	8 <sup>th</sup> year	-	-	12,010
	9 <sup>th</sup> year	-	-	12,185
	10 <sup>th</sup> year	-	-	12,360
Upholsterer	1 <sup>st</sup> year	11,681	11,874	12,238
	2 <sup>nd</sup> year	11,794	11,989	12,413
	3 <sup>rd</sup> year	11,907	12,104	12,588
	4 <sup>th</sup> year	12,089	12,289	12,763
	5 <sup>th</sup> year	12,209	12,411	12,938
	6 <sup>th</sup> year	12,328	12,532	13,113
	7 <sup>th</sup> year	12,446	12,652	13,288
	8 <sup>th</sup> year	-	-	13,463
	9 <sup>th</sup> year	-	-	13,638
	10 <sup>th</sup> year	-	-	13,813
Lubricator	1 <sup>st</sup> year	11,098	11,282	11,532
	2 <sup>nd</sup> year	11,148	11,332	11,707
	3 <sup>rd</sup> year	11,198	11,383	11,882
	4 <sup>th</sup> year	11,248	11,434	12,057
	5 <sup>th</sup> year	11,305	11,492	12,232
	6 <sup>th</sup> year	11,361	11,549	12,407
	7 <sup>th</sup> year	11,418	11,607	12,582
	8 <sup>th</sup> year	11,474	11,664	12,757
	9 <sup>th</sup> year	11,531	11,722	12,932
	10 <sup>th</sup> year	11,587	11,779	13,107
Helper	1 <sup>st</sup> year	10,352	10,523	10,755
	2 <sup>nd</sup> year	10,401	10,573	10,930
	3 <sup>rd</sup> year	10,452	10,625	11,105
	4 <sup>th</sup> year	10,502	10,676	11,280
	5 <sup>th</sup> year	10,553	10,728	11,455

	6 <sup>th</sup> year	10,603	10,778	11,630
	7 <sup>th</sup> year	10,652	10,828	11,805
	8 <sup>th</sup> year	-	-	11,980
	9 <sup>th</sup> year	-	-	12,155
	10 <sup>th</sup> year	-	-	12,330
Tyreperson (Supervisor)	1 <sup>st</sup> year	11,681	11,874	14,255
	2 <sup>nd</sup> year	11,801	11,996	14,430
	3 <sup>rd</sup> year	11,921	12,118	14,605
	4 <sup>th</sup> year	12,108	12,308	14,780
	5 <sup>th</sup> year	12,233	12,435	14,955
	6 <sup>th</sup> year	-	-	15,130
	7 <sup>th</sup> year	-	-	15,305
	8 <sup>th</sup> year	-	-	15,480
	9 <sup>th</sup> year	-	-	15,655
	10 <sup>th</sup> year	-	-	15,830
Tyreperson (Grade I)	1 <sup>st</sup> year	11,092	11,275	12,505
	2 <sup>nd</sup> year	11,174	11,359	12,680
	3 <sup>rd</sup> year	11,254	11,440	12,855
	4 <sup>th</sup> year	11,336	11,523	13,030
	5 <sup>th</sup> year	11,418	11,607	13,205
	6 <sup>th</sup> year	11,505	11,695	13,380
	7 <sup>th</sup> year	-	-	13,555
	8 <sup>th</sup> year	-	-	13,730
	9 <sup>th</sup> year	-	-	13,905
	10 <sup>th</sup> year	-	-	14,080
Tyreperson (Grade II)	1 <sup>st</sup> year	10,352	10,523	10,755
	2 <sup>nd</sup> year	10,409	10,581	10,930
	3 <sup>rd</sup> year	10,464	10,637	11,105
	4 <sup>th</sup> year	10,521	10,695	11,280
	5 <sup>th</sup> year	10,577	10,752	11,455
	6 <sup>th</sup> year	10,640	10,816	11,630
	7 <sup>th</sup> year	10,703	10,880	11,805
	8 <sup>th</sup> year	-	-	11,980
	9 <sup>th</sup> year	-	-	12,155
	10 <sup>th</sup> year	-	-	12,330

Apprentice	1st year	7,900	8,030	8,493
	2nd year	8,327	8,465	8,618
	3rd year	8,759	8,904	8,904
	4th year	9,225	9,378	9,378
	5th year	9,674	9,834	9,834
Cleaner/Sweeper	1 <sup>st</sup> year	10,144	10,312	10,584
	2 <sup>nd</sup> year	10,195	10,364	10,759
	3 <sup>rd</sup> year	10,245	10,414	10,934
	4 <sup>th</sup> year	10,295	10,465	11,109
	5 <sup>th</sup> year	10,345	10,516	11,284
	6 <sup>th</sup> year	10,395	10,567	11,459
	7 <sup>th</sup> year	10,446	10,619	11,634
	8 <sup>th</sup> year	10,502	10,676	11,809
	9 <sup>th</sup> year	10,559	10,734	11,984
	10 <sup>th</sup> year	-	-	12,159
Chief cleaner	1 <sup>st</sup> year	10,972	11,153	11,290
	2 <sup>nd</sup> year	11,023	11,205	11,465
	3 <sup>rd</sup> year	11,073	11,256	11,640
	4 <sup>th</sup> year	11,124	11,308	11,815
	5 <sup>th</sup> year	11,174	11,359	11,990
	6 <sup>th</sup> year	11,230	11,416	12,165
	7 <sup>th</sup> year	11,287	11,474	12,340
	8 <sup>th</sup> year	-	-	12,515
	9 <sup>th</sup> year	-	-	12,690
	10 <sup>th</sup> year	-	-	12,865
Fuel attendant (full-time)	1 <sup>st</sup> year	10,753	10,931	11,219
	2 <sup>nd</sup> year	10,796	10,975	11,394
	3 <sup>rd</sup> year	10,841	11,020	11,569
	4 <sup>th</sup> year	10,891	11,071	11,744
	5 <sup>th</sup> year	10,940	11,121	11,919
	6 <sup>th</sup> year	10,991	11,173	12,094
	7 <sup>th</sup> year	11,047	11,230	12,269
	8 <sup>th</sup> year	-	-	12,444

		9 <sup>th</sup> year	-	-	12,619
		10 <sup>th</sup> year	-	-	12,794
Ticket Issuing Machine Repairer	}	1 <sup>st</sup> year	11,801	11,996	12,363
		2 <sup>nd</sup> year	11,915	12,112	12,538
		3 <sup>rd</sup> year	12,089	12,289	12,713
		4 <sup>th</sup> year	12,203	12,405	12,888
		5 <sup>th</sup> year	12,316	12,520	13,063
		6 <sup>th</sup> year	12,435	12,641	13,238
		7 <sup>th</sup> year	-	-	13,413
		8 <sup>th</sup> year	-	-	13,588
		9 <sup>th</sup> year	-	-	13,763
		10 <sup>th</sup> year	-	-	13,938
Gatekeeper		1 <sup>st</sup> year	10,609	10,784	11,068
		2 <sup>nd</sup> year	10,660	10,836	11,243
		3 <sup>rd</sup> year	10,709	10,886	11,418
		4 <sup>th</sup> year	10,766	10,944	11,593
		5 <sup>th</sup> year	10,822	11,001	11,768
		6 <sup>th</sup> year	10,879	11,059	11,943
		7 <sup>th</sup> year	10,934	11,115	12,118
		8 <sup>th</sup> year	-	-	12,293
		9 <sup>th</sup> year	-	-	12,468
		10 <sup>th</sup> year	-	-	12,643
Watchperson		1 <sup>st</sup> year	10,138	10,306	10,577
		2 <sup>nd</sup> year	10,195	10,364	10,752
		3 <sup>rd</sup> year	10,251	10,421	10,927
		4 <sup>th</sup> year	10,308	10,478	11,102
		5 <sup>th</sup> year	10,363	10,534	11,277
		6 <sup>th</sup> year	10,420	10,592	11,452
		7 <sup>th</sup> year	10,476	10,649	11,627
		8 <sup>th</sup> year	-	-	11,802
		9 <sup>th</sup> year	-	-	11,977
		10 <sup>th</sup> year	-	-	12,152

(3) Any apprentice who completes 5 years' service with the same employer shall be classified as a skilled worker in at least the lowest grade of the trade in which he has served as an apprentice.

- (4) For the purpose of determining the amount which may –
  - (a) accrue to any worker for overtime, night duty, gratuity at death, gratuity on retirement before the age of 60 on medical ground, gratuity on retirement and optional retirement or any other reasons; or
  - (b) be deducted in respect of absences from duty,

the basic daily wage shall be deemed to be one-twenty second of the monthly wages and the basic rate per hour shall be deemed to be one-eighth of the basic daily wages.

(5) Where a worker replaces another worker, he shall be paid the higher remuneration, if any, applicable to the worker he replaces.

## **2. Normal working hours**

(1) A normal working week of every worker, other than a gatekeeper and a watchperson, shall –

- (a) consist of 40 hours of work; and
- (b) be completed in 5 days, whether consecutive or not.

(2) A normal day's work for every worker, other than a gatekeeper and a watchperson, shall consist of 8 hours actual work, exclusive of meal and tea breaks, performed at any time between the hours of 5 a.m. and 10 p.m.

(3) Every worker shall be entitled to a meal break of one hour on every day he attends work.

(4) The meal time shall, unless otherwise agreed between the employer and the worker, be taken between the hours of 9 a.m. and noon.

(5) Every employer shall grant to every worker, other than a gatekeeper and a watchperson, who is employed for more than 6 hours consecutively in one day –

- (a) a tea break of at least 20 minutes, or
- (b) 2 tea breaks of at least 10 minutes each.

(6) A normal working week for a gatekeeper and a watchperson shall consist of 6 days and a normal working day for a gatekeeper and a watchperson shall consist of 12 hours or less performed by day or by night, inclusive of one hour for meal break and tea breaks.

(7) Every employer shall keep an attendance book in which shall be recorded the time at which a worker assumes and leaves duty and the worker shall sign the entries in relation to him.

(8) (a) Subject to sub subparagraphs (b) and (c), a worker who is not on sick or annual leave and does not work on any day, not being a public holiday or a day where a cyclone warning class III or IV is in force, shall forfeit one day's pay.

(b) Every employer shall pay to a worker a full day's remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped.

(c) Where a worker works on a day on which a cyclone warning class III or IV is in force, the worker shall, in addition to any remuneration due to him, be entitled to –

(i) an allowance equal to 3 times the basic rate per hour in respect of every hour of work performed; and

(ii) adequate free meals.

(d) Where a cyclone warning class III or IV is before 2 p.m. on any day replaced by a cyclone warning class I or II or the cyclone warning is cancelled, a worker shall only be entitled to that day's pay if he reports for duty within 2 hours after the time at which the warning is altered or cancelled, except where he is unable to do so due to *force majeure*.

### **3. Public holidays**

A normal day's work performed on a public holiday shall be remunerated at not less than 2 times the daily basic wage.

### **4. Overtime**

(1) Work performed in excess of a normal day's work shall be paid –

(a) where a worker, other than a gatekeeper and a watchperson, has been in attendance at work for more than 40 hours in the week –

(i) at not less than 3 times the basic rate per hour on a public holiday; or

(ii) at not less than one and a half times the basic rate per hour on any other day; and

- (b) where a worker, other than a gatekeeper and a watchperson, has been in attendance at work for not more than 40 hours in the week –
  - (i) at not less than 2 times the basic rate per hour on a public holiday; or
  - (ii) at not less than the normal rate per hour on any other day.
- (2) Where a gatekeeper and watchperson –
  - (i) has been in attendance at work for more than 12 hours in any day of the week, he shall be remunerated at not less than one and a half times the basic rate per hour; and
  - (ii) works on a Sunday or a public holiday, he shall be remunerated at not less than 2 times the basic rate per hour for the first 12 hours worked, and 3 times the basic rate per hour, thereafter.

(3) For the purposes of subparagraph (1), a worker who is on any day on leave with pay shall be deemed in respect of that day to have put in a normal day's attendance at work.

## **5. Night duty**

(1) Subject to subparagraph (2), a worker who works between the hours of 10 p.m. on any day and 5 a.m. on the following day, as overtime or otherwise, shall be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 10 p.m. on that day.

(2) Where night duty is performed wholly or partly on a public holiday, the worker shall, in respect of the work performed on the public holiday, be paid at 2 times the basic rate per hour he would have been paid if the work had been performed between the hours of 5 a.m. and 10 p.m. on that day.

(3) No worker shall be required or allowed to resume duty on any day within 10 hours of the completion of the previous day's duty.

## **6. Meal allowance**

(1) Where a worker is required to work overtime for a period of at least 2 hours after having completed a normal day's work on any day of the week, whether a public holiday or not, he shall, in addition to any wages due under paragraph 4, be paid a meal allowance of 70 rupees in respect of that day.

(2) The meal allowance specified in subparagraph (1) shall be paid not later than the last working day of the pay period.

## **7. Transport benefits and facilities**

(1) Subject to subparagraphs (2) and (3), every worker travelling to and from his place of work for the purposes of performing his duty shall be provided with free transport.

(2) Subject to subparagraph (3), where an employer is not able to provide his worker with free transport, he shall pay that worker an allowance equivalent –

- (a) to the expenses incurred by the worker on bus fares where transport facilities by bus are available; or
- (b) to the cost of transport reasonably incurred by the worker where transport facilities by bus are not available.

(3) Where a worker who starts work on the first shift is required to travel over a distance which is not serviced by a bus, the worker shall be paid an allowance of 12 rupees per kilometre.

(4) Any worker who is on sick leave and is capable of travelling shall be provided with free transport in the employer's bus on normal route, whenever available, to enable him to obtain a medical certificate or to proceed for treatment.

(5) Every employer owning more than 5 buses shall provide, free of charge, a bus for a period of at least –

- (a) 3 hours, on the death of a worker or the death of a worker's spouse, child, father or mother at the disposal of the bereaved family for funeral purposes; or
- (b) 4 hours, at the disposal of a worker, on the occasion of his first civil or religious marriage.

## **8. Uniforms and protective equipment**

(1) (a) Every monthly paid worker, other than a watchperson, a gatekeeper or a sweeper, shall be provided with 3 overalls and 3 pairs of industrial shoes every year.

- (b) The 3 overalls and 3 pairs of industrial shoes may be provided either –
  - (i) not later than 30 April; or
  - (ii) in respect of the first 2 overalls and the first 2 pairs of industrial shoes, not later than 30 April; and



(iii) in respect of the third overall and third pair of industrial shoes, not later than 30 October.

(c) Overalls shall remain the property of the employer.

(2) Every watchperson, gatekeeper and sweeper shall be provided with 3 uniforms and 2 pairs of rubber boots every year.

(3) Every worker shall be provided with a plastic two-piece raincoat every 2 years.

(4) Every lubricator and cleaner/sweeper shall be provided with personal and appropriate gloves.

(5) Every welder shall –

(a) be supplied with welding glasses and gloves; and

(b) be examined, at the employer's expense, by a specialist in ophthalmology, when and as often as they complain about the condition of their eyesight.

(6) (a) Every watchperson shall be provided with a mobile phone every time he performs both day and night duty and a monthly allowance of 100 rupees.

(b) The mobile phone referred to in sub subparagraph (a) shall remain the property of the employer.

(7) A worker required to perform any work where he may be directly or indirectly exposed to harmful substances detrimental or injurious to his health, shall be –

(a) provided with personal and appropriate respiratory protective equipment; and

(b) granted 500 millimetres of milk per day which shall be consumed on the employer's premises.

(8) Every worker of the mechanical section shall be provided a weight-lifter's belt every time he has to lift a load of more than 18 kilogrammes.

## **9. Annual leave**

(1) Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to 16 working days' annual leave with pay in the following period of 12 months.

(2) An employer may fix the day or days on which half of the number of days' leave shall be taken and the worker may fix the day or days on which the other half is to be taken.

(3) Leave specified in subparagraph (1) may be taken on full day or half day upon mutual agreement between the worker and his employer.

(4) Every worker shall give at least 9 days' notice when applying for leave exceeding one day, and the approval shall be subject to the requirements of the transport industry.

(5) Any day's voluntary absence may, at the request of the worker, be considered as absence on leave.

(6) No leave shall, except at the employer's discretion, be granted during the period beginning on 20 December in a year and ending on 7 January in the subsequent year.

(7) Where a worker does not take or is not granted all the leave to which he is entitled to under subparagraph (1), he shall be paid a normal day's pay in respect of every day's annual leave still due to him at the end of the period of 12 consecutive months.

(8) Subparagraph (7) shall not apply where the employment of a worker is terminated for misconduct.

## **10. Sick leave**

(1) Subject to subparagraph (4), where a monthly paid worker remains in the continuous employment with the same employer for a period of 12 consecutive months, he shall, during the following 12 months, be entitled to 21 days' sick leave on full pay.

(2) Where at the end of the period of 12 consecutive months, a worker does not take the sick leave to which he is entitled to under subparagraph (1), any outstanding sick leave shall be accumulated to a maximum of 90 working days.

(3) Where a worker has exhausted the sick leave provided for under subparagraph (1) and has wholly spent time –

(a) in a public or private hospital;

- (b) for convalescence purposes after discharge from a public or private hospital, certified by a medical practitioner,

any additional sick leave granted may be deducted from the accumulated sick leave.

(4) Where a worker absents himself on ground of sickness, he shall, except where the employer is aware of the nature of his illness, notify his employer of his sickness as soon as possible and, if he remains sick for more than 4 consecutive days, he shall forward a medical certificate to that effect so as to reach his employer not later than the fifth day of absence.

(5) An employer may, at his discretion and at his own expense, cause a medical practitioner of his choice to examine a worker who is absent on the ground of sickness.

(6) Every employer shall appoint his own medical practitioner or a panel of medical practitioners.

## **11. Special leave**

(1) Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to –

- (a) 8 working days' special leave on full pay on the occasion of his first civil or religious marriage;
- (b) 3 working days' special leave on full pay on the death of his spouse, child, father, mother, brother, sister, grandfather, grandmother, mother-in-law and father-in-law;
- (c) 5 working days' paternity leave on full pay on the birth of his children subject to the production by the worker of –
  - (i) a medical certificate certifying that his spouse has given birth to his child; and
  - (ii) a written statement signed by him that he is living with his spouse under a common roof.

(2) The special leave specified in subparagraph (1)(c) shall be taken within 2 weeks after the birth of the child.

## **12. Study leave**

Every worker who remains in the continuous employment with the same employer for a period of 12 consecutive months shall be entitled to a study leave without pay for a

maximum period of 2 years at an approved institution provided that the study is directly related to the transport industry.

### **13. Death grant**

(1) Subject to subparagraph (2), where any worker dies, his employer shall pay an amount of 5,000 rupees to –

- (a) the surviving spouse of the deceased worker for funeral purposes; or
- (b) the person who satisfies the employer that he has borne the funeral expenses, where the deceased worker leaves no surviving spouse.

(2) A worker referred to in subparagraph (1) shall have been in continuous employment with the same employer for a period of 12 consecutive months immediately preceding his death.

(3) In this paragraph –

“spouse” means the person with whom a deceased worker had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

### **14. Payment of remuneration**

(1) Every worker shall be paid his remuneration during working hours and not later than the last working day of the pay period.

(2) Every employer shall, at the time of paying the remuneration of a worker, issue to the worker a payslip stating, inter alia –

- (a) the name and the National Pension Registration number of the employer;
- (b) the name, National Identity Card number, date of entry, job title and grade, if any, of the worker;
- (c) the basic wages and every item of allowance, including any productivity payment;
- (d) the total number of days on which the worker was present at work and details of leave taken, if any;

- (e) the number of hours of extra work performed by the worker, the relevant applicable rates and the corresponding amount for extra work;
- (f) the piece rate earnings, if any;
- (g) all deductions made and the reasons therefor; and
- (h) the total remuneration and the net pay.

#### **15. Employment of casual workers on monthly basis**

Where a worker works for not less than 90 days on a temporary basis, his employer shall employ him on a monthly basis.

#### **16. Attendance bonus**

(1) Every worker who, during a period of one month, does not absent himself from work on any day on which he is required to work, shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages for that month.

(2) Every casual worker who completes 22 normal days' work in a month shall be entitled at the end of that month to an attendance bonus of not less than 10 per cent of his basic wages.

(3) For the purposes of subparagraphs (1) and (2) –

- (a) the first 20 days' absences on annual leave and/or sick leave; and
- (b) absences owing to injury leave following injury arising out of and in the course of employment duly certified by a Government medical practitioner,

shall not be deemed to constitute absences from work.

#### **17. End of year bonus**

(1) Every worker who remains in the continuous employment with the same employer for one year shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(2) Every worker who –

- (a) takes employment during the course of the year;

- (b) is still in employment as at 31 December; and
- (c) performs a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of the year to a bonus equivalent to one-twelfth of his earnings for that year.

(3) Every employer shall pay 75 per cent of the expected bonus not later than 5 clear working days before 25 December and the remaining bonus not later than on the last working day of the same year.

(4) For the purposes of payment of the end of year bonus, a day on which a worker –

- (a) is absent with the employer's authorisation;
- (b) reports for work but is not offered work by his employer; or
- (c) absents himself on the ground of –
  - (i) illness pursuant to paragraph 10(4) of this schedule; or
  - (ii) injury,

shall count as a working day.

## **18. Medical facilities**

(1) Every employer shall cause every worker to undergo a complete medical check-up, including eyesight tests, at the expense of his employer at every period of 12 months.

(2) Every employer shall cause every worker above the age of 50 to undergo a complete medical check-up, including eyesight tests, at the expense of his employer once every 6 months.

(3) An employer shall make all necessary arrangements for the release of the worker and the refund of fares that may be incurred for a medical check-up.

(4) Where health problems are detected during a medical check-up, the medical practitioner shall refer the worker to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every worker, on the recommendation of an eye specialist, shall be provided, free of charge, by his employer with a pair of spectacles, the cost of the frames of which shall not exceed 3,500 rupees, every 2 years.

## **19. Gratuity at death**

(1) Subject to subparagraph (2), where a worker dies, every employer shall pay a gratuity to the spouse of the deceased worker or, where there is no surviving spouse, in equal proportions to the dependents of the deceased worker, irrespective of any benefits the spouse or dependents of the deceased worker may be entitled to under the National Pensions Act.

(2) Any worker referred to in subparagraph (1) shall have been in the continuous employment with the same employer for a period of not less than 12 months.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service of the deceased worker.

(4) In this paragraph –

"dependant" means a person who was living in the deceased worker's household and was wholly or partly dependent on his earnings at the time of his death;

"spouse" means the person with whom the deceased worker had contracted a civil or religious marriage and with whom he lived under a common roof at the time of his death;

"year of service" shall be computed as from the first day of the period during which the deceased worker has been in continuous employment with the same employer up to his last day of employment.

## **20. Gratuity on retirement before the age of 60 on medical grounds**

(1) Subject to subparagraph (2), every employer shall pay a gratuity to a worker where the worker retires before the age of 60 on the ground of permanent incapacity to perform his work and where such incapacity is duly certified by a Government medical practitioner, irrespective of any benefits the worker may be entitled to under the National Pensions Act.

(2) Any worker referred to in subparagraph (1) shall have been in continuous employment with the same employer for a period of not less than 5 years.

(3) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' remuneration per year of service of the worker.

(4) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the worker has been in continuous employment with the same employer up to his last day of employment.

## **21. Gratuity on retirement**

(1) An employer shall pay a gratuity to a worker who has been in the continuous employment with him for a period of 12 months or more where –

- (a) the worker, on or after attaining the age of 60, retires voluntarily;
- (b) the worker, on or after attaining the retiring age, retires at the request of the employer

(2) The gratuity referred to in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days’ remuneration per year of service of the worker.

(3) In this paragraph –

“year of service” shall be computed as from the first day of the period during which the worker has been in the continuous employment with the same employer up to his last day of employment.

## **22. Maternity benefits**

(1) Every female worker who remains in the continuous employment with the same employer for a period of 12 consecutive months immediately preceding her confinement shall, on production of a medical certificate, be entitled to –

- (a) 12 weeks’ maternity leave on full pay to be taken either –
  - (i) before confinement, provided that at least 6 weeks’ maternity leave shall be taken immediately following the confinement; or
  - (ii) after confinement; and
- (b) an allowance of 3,000 rupees, payable within 7 days of her confinement.

(2) Where a female worker, who remains in continuous employment with the same employer for a period of 12 consecutive months, gives birth to a still-born child, she shall, on production of a medical certificate, be entitled, to 12 weeks’ maternity leave on full pay.



(3) A female worker who reckons less than 12 months' continuous employment shall not be entitled to the benefits specified in subparagraph (1)(b) but shall be entitled to the maternity leave specified in subparagraph (1)(a) or (2), as the case may be, without pay.

(4) Where a female worker suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks' leave on full pay immediately after the miscarriage.

(5) Where a female worker enters into her seventh month of pregnancy, she shall be offered, as far as is reasonably practicable and at her request, all appropriate working facilities as recommended by a medical practitioner.

(6) Every employer shall allow a female worker to nurse her unweaned child for a period of one hour daily or half an hour twice daily at such time as is convenient to her.

(7) The time taken by a female worker referred to in subparagraph (6) –

(a) shall be for a period of 6 months from the date of confinement or such period as a medical practitioner may determine; and

(b) shall not be deducted from the number of hours of work of the female worker.

(8) No female worker shall be compelled to perform evening and/or night shift during the 12 months following her confinement.

### **23. Washing and dressing facilities**

(1) Every employer shall put at the disposal of his worker an appropriate space to clean up and dress.

(2) Every worker exposed to dust, and or any other substances shall be provided with –

(a) 2 towels every 6 months;

(b) a toilet soap every month,

the first towel and soap to be provided on assumption of duty by the worker.

## **24. Allowance**

(1) Every worker, other than a full-time fuel attendant, performing the duties of a fuel attendant shall be entitled to an allowance of 10 per cent of his daily basic wage on the day he performs such duty.

(2) The allowance referred to in subparagraph (1) shall apply to both permanent and casual workers.

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