

*Government Notice No. 224 of 2019***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 2019.

2. In these regulations –

“accounts clerk” means an employee 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 an employee employed for the purpose of learning and acquiring skills in a specific trade;

“blacksmith grade I” means an employee 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 an employee who performs the duties of a blacksmith grade III and who –

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- (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 an employee 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 an employee 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 an employee 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 an employee 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 an employee 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 an employee who holds a driving licence and who performs all the duties of a mechanic grade I 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 an employee who –

(a) sweeps, washes and cleans buses and other vehicles;

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- (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 an employee 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 employees under his control;

“coach builder grade II” means an employee 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 an employee 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 an employee 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

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- (i) promptly reports accidents and defects in the bus to the responsible officers;

“data input clerk” means an employee 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 an employee who holds a driving licence for the vehicle he is required to drive, and –

- (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;

“electrician grade I” means an employee who performs the duties of an electrician grade II, and –

- (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 an employee 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 an employee 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 an employee who performs all the operations of an electrician grade I, and –

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- (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 employees in his section and of their training; and
 - (i) prepares estimates of materials required for specific works;
“employee” –
 - (a) means any person employed in the public transport (buses) industries; but
 - (b) does not include an employee –
 - (i) whose basic wage or salary is at a rate exceeding 600,000 rupees in a year, except in relation to –
 - (A) the Fourth Schedule; and
 - (B) sections 5, 26, 32, 33, 34, 49, 50, 52, 53, 54 and Parts VI, VII, VIII and XI of the Workers’ Rights Act 2019;

- (i) whose conditions of employment are governed by any other Remuneration Regulations;
- (ii) employed by a statutory body or a local authority, as the case may be, whose conditions of employment are governed by the recommendations made by the Pay Research Bureau, or a salary commission, by whatever name called;

“fitter grade I” means an employee who performs all the operations of a fitter grade II, and –

- (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 an employee who performs all the operations of a fitter grade III, and –

- (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 an employee 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, planning, 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 an employee 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 an employee 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 an employee 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 an employee who assists and helps a skilled employee and who uses and maintains the tools of the trade;

“insurance clerk” means an employee who is responsible for monitoring accident cases, conducting relevant and related enquiries whenever required and liaising with insurance companies;

“junior clerk” means an employee who carries out clerical duties of a general nature;

“lubricator” means an employee who uses and maintains the tools of the trade, and –

- (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 an employee who holds a driving licence and performs the duties of a mechanic grade II, and –

- (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 employees under his control;

“mechanic grade II” means an employee who holds a driving licence and who performs the duties of a mechanic grade III, and –

- (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 an employee 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 an employee 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; and
- (b) includes a person who was previously known as a “special grade mechanic”;

“messenger” means an employee 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 an employee who performs the duties of a painter grade II and who –

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- (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 employees under his control;

“painter grade II” means an employee 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 an employee 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 an employee 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;

“reasonable business grounds” means –

(a) inability or impracticability to reorganise working arrangements of existing employees;

(b) a detrimental effect on the ability to meet customers’ demand;

“senior clerk” means an employee who –

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

(b) supervises staff under his control;

“storekeeper” means an employee responsible for the inspection, procurement, maintenance, accounting, movement and disposal of stores and inventory as well as their efficient planning and forecasting;

“telephonist” means an employee 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 an employee 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 an employee 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 an employee 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 an employee who performs all typing and related activities and who may be required to attend to telephone switchboard;

“tyreperson grade I” means an employee who uses and maintains the tools of the trade, and –

- (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 an employee 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 an employee who –

- (a) plans, organises and controls work of employees under his responsibility;
- (b) trains and advises employees on the job and ensures that employees 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 an employee 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 an employee 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 an employee who performs all the duties of a welder grade II, and –

- (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 an employee who performs all the operations of a welder grade III, and –

- (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 an employee who uses and maintains the tools of the trade, and –

- (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 an employee who is in charge of the workshop, and –

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

3. (1) Subject to the other provisions of this regulation and regulation 11, an employee shall –

- (a) be remunerated at the rates specified in –
 - (i) paragraph 1(2)(a) or (b) of the First Schedule;

(ii) paragraph 1(2) of the Second Schedule; or

(iii) paragraph 1(2) of the Third Schedule,

as the case may be;

(b) be governed by the conditions of employment specified in –

(i) the Workers' Rights Act 2019; and

(ii) the First, Second, Third or Fourth Schedule, as the case may be.

(2) Where the conditions of employment in the Workers' Rights Act 2019 are different from those in the First, Second, Third or Fourth Schedule, the conditions specified in the First, Second, Third or Fourth Schedule shall prevail.

(3) The rates specified in the First, Second and Third Schedules include –

(a) the appropriate national minimum wage payable under the National Minimum Wage Regulations 2017; and

(b) the additional remunerations payable under the Additional Remuneration and Other Allowances (2018) Act 2017 and the Additional Remuneration and Other Allowances (2019) Act 2018.

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

5. Where a scale of wages applies to an employee, that employee 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 whether in one or more grades or categories as follows –
 - (i) for the 5-year period from the eleventh to fifteenth year of service, 300 rupees; or
 - (ii) for the 5-year period from the sixteenth to twentieth year of service, 650 rupees; or
 - (iii) after the twentieth year of service and onwards, 1050 rupees.

6. (1) Subject to subparagraphs (2) and (3), an employee, other than a migrant employee, who remains in continuous employment with the same employer for a period of at least 5 consecutive years shall be entitled to a vacation leave of not more than 30 days, whether taken consecutively or otherwise, for every period of 5 consecutive years, to be spent abroad, locally or partly abroad and partly locally.

(2) Subject to subparagraph (8), any subsequent eligibility period of 5 consecutive years shall be computed after the employee resumes work after the vacation leave under subparagraph (1).

(3) Where an employee would have been eligible to take vacation leave under the revoked Public Transport (Buses) Workers Remuneration Regulations 2014 prior to, or within a period of less than 5 years from, 24 October 2019, the employee shall, upon completion of the prescribed period in the revoked regulations, be entitled to the vacation leave under subparagraph (1).

(4) The vacation leave shall be –

- (a) for a period of at least 6 consecutive days; and
- (b) with pay and such pay shall, in case the employee opts to spend the leave wholly or partly abroad, be effected at least 7 working days before the employee proceeds abroad.

(5) The vacation leave shall be deemed to constitute attendance at work and shall not be cumulative.

(6) An employee shall, except in special circumstances, give not less than 3 months' notice when applying for the vacation leave and the leave shall, subject to reasonable business grounds, be acceded thereto by the employer.

(7) Where an employer cannot, on reasonable business grounds, accede to the request of an employee under subparagraph (6) –

- (a) the employee and the employer may agree on another period when the vacation leave is to be taken; or
- (b) in default of an agreement, the employer shall, pay to the employee a normal day's wage in respect of each day's leave applied for and such payment shall be effected in the month the leave was due to start.

(8) Where an employee is paid wages in lieu of the vacation leave under subparagraph (7), any subsequent eligibility period of 5 consecutive years shall be computed as from the date of payment of the leave.

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

8. Every employee shall be entitled to a rest of not less than 11 consecutive hours in any day.

9. Where an employer employs more than one watchperson, the terms and conditions of employment of the watchpersons shall be governed by the Private Security Services Employees (Remuneration) Regulations 2019 on terms and conditions of employment which are not less favourable than those specified in this regulation.

10. Notwithstanding paragraphs 2(6) and 4(1) of the Second Schedule and paragraphs 2(6) and 4(2) of the Third Schedule, for the period ending 31 December 2019 –

- (a) the normal working week for a watchperson or a gatekeeper, shall consist of 72 hours' work, made up of 6 days of 12 hours, including time allowed for meal and tea breaks; and
- (b) the watchperson or gatekeeper referred to in paragraph (a) shall be remunerated at one and a half times the basic rate for every additional hour of work after the performance of 12 hours' work in every day.

- 11.** Nothing in these regulations shall –
- (a) prevent an employer from –
 - (i) providing an employee with conditions of employment which are more favourable than those specified in the First, Second, Third and Fourth Schedules; or
 - (ii) remunerating the employee at a rate higher than that specified in the First, Second and Third Schedules.
 - (b) authorise an employer –
 - (i) to reduce the wages of an employee; or
 - (ii) subject to section 57 of the Employment Relations Act, to alter the conditions of employment of the employee so as to make them less favourable.
- 12.** The Office Attendant (Remuneration) Regulations 2019 shall not apply to a head messenger or a messenger governed by these regulations.
- 13.** The Public Transport (Buses) Workers Remuneration Regulations 2014 are revoked.
- 14.** These regulations shall come into operation on 24 October 2019.

Made by the Minister on 17 October 2019.

FIRST SCHEDULE
[Regulations 3 and 11]
TRAFFIC SECTION

1. Wages

(1) In this Schedule –

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

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

Category of employee	Year of service	Basic wages per month (Rs)
Traffic Supervisor	1 st year	16,535
	2 nd year	16,710
	3 rd year	16,885
	4 th year	17,060
	5 th year	17,235
	6 th year	17,410
	7 th year	17,585
	8 th year	17,760
	9 th year	17,935
	10 th year	18,110
Traffic Officer	1 st year	15,610
	2 nd year	15,785
	3 rd year	15,960
	4 th year	16,060
	5 th year	16,235
	6 th year	16,410
	7 th year	16,585
	8 th year	16,760

	9 th year	16,935
	10 th year	17,110
Driver	1 st year	14,947
	2 nd year	15,122
	3 rd year	15,297
	4 th year	15,472
	5 th year	15,647
	6 th year	15,822
	7 th year	15,922
	8 th year	16,097
	9 th year	16,272
	10 th year	16,447
Conductor	1 st year	14,368
	2 nd year	14,543
	3 rd year	14,718
	4 th year	14,893
	5 th year	15,068
	6 th year	15,243
	7 th year	15,418
	8 th year	15,593
	9 th year	15,768
	10 th year	15,943

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

Category of casual worker	Hours of work	Basic rate of pay (Rs cs)
Driver	For the first 4 hours on any normal working day	351.72
	For every subsequent hour not exceeding 4 hours	88.21

	For every subsequent hour as from the ninth hour	132.32
Conductor	For the first 4 hours on any normal working day	336.72
	For every subsequent hour not exceeding 4 hours	84.18
	For every subsequent hour as from the ninth hour	126.27

- (3) For the purpose of determining the amount which may –
- (a) accrue to an employee 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.

2. Normal working hours

- (1) A normal working week of every employee 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 employee shall consist of 8 hours actual work, excluding of spreadover and meal break, performed at any time between the hours of 5 a.m. and 9 p.m..

(3) Every employee 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 employee, between the hours of 9 a.m. and 1 p.m., unless otherwise agreed between the employer and the employee.

(5) (a) Subject to sub subparagraph (b), every employer shall grant to every employee 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 employee at either terminus of the normal route.

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

(6) Every monthly paid employee 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 employee 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 employee 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 an employee 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 an employee a full day's remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped after the employee has worked for more than 2 hours.

(c) Where an employee works on a day on which a cyclone warning class III or IV is in force, the employee 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, an employee 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 an employee on a public holiday shall be remunerated at not less than 2 times the daily basic rate.

(2) An employee 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) An employee 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 employee 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 employee 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 employee 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), an employee 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), an employee 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, an employee 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.

6. Spreadover

(1) Subject to subparagraph (3), spreadover, excluding of the time allowed for meal break, shall be applicable to every employee 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 an employee shall be on spreadover.

(b) Any employer may cancel the spreadover of an employee and request him to remain on duty on any day and the employee 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 employee 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 an employee is required to perform more than 2 hours' extra work after having completed a normal day's work on any day of the week, he shall, in addition to any remuneration due, be provided by the employer with an adequate free meal or be paid a meal allowance of 85 rupees in respect of that day.

(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 employee 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 employee with free transport, he shall pay that employee an allowance equivalent –

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

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

(4) An employee 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.

9. Off duty day

(1) Every employee 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 employee may, with the consent of his employer, exchange their off duty day.

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

10. Annual leave

(1) (a) Subject to sub subparagraph (b), every employee 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.

(b) Every employee, other than a part-time or a casual employee, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled to one day's annual leave during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer.

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

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

(4) An employee 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 employee, 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 an employee does not take or is not granted all the leave to which he is entitled under subparagraph (1)(a), 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 an employee is terminated for misconduct.

12. Sick leave

(1) (a) Subject to subparagraph (4), where an employee 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.

(b) Notwithstanding sub subparagraph (a), every employee, other than a part-time or a casual employee, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period shall be entitled to one day's sick leave during each subsequent month up to the twelfth month, while he remains in continuous employment with that employer.

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

(3) Where an employee has exhausted the sick leave provided for under subparagraph (1)(a) 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 an employee 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 an employee 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 employee 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 an employee to produce an attendance form from the Court where the case was called.

14. Special leave

(1) Every employee who remains in 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.

15. Study leave

Every employee who remains in 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. 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.

17. Accidental damage and loss of proceeds

No employee 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.

18. Casual employment

(1) Any casual employee 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 employee 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 employee shall be on a fixed day to be agreed between the employer and the employee or, in default of agreement, to be fixed by the Permanent Secretary.

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

“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. excluding of spreadover and one hour meal break;

“overtime” means work performed in excess of 8 hours, excluding of spreadover and meal break; and

“normal rate” means the rates of pay per hour specified in the First Schedule,

reckoning less than 12 months’ continuous employment with the same employer.

(5) Every casual employee reckoning less than 12 months’ continuous employment with the same employer, 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 employees of an employer, employment on a monthly basis shall be offered to the most senior casual employee and seniority shall be reckoned as from the date on which that casual employee 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 employee shall be entitled, except for the increments provided for in regulation 5(c), to all benefits accruing to a permanent employee.

(7) Every employer shall keep a register indicating, in order of seniority, the names of all casual employees 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 employees in such a way as to ensure equal opportunity of employment to all casual employees.

19. Attendance bonus

(1) Every employee, other than a casual employee, 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 employee 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.

20. Optional retirement

Every employee who remains in 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 as specified in Part VIII of the Workers' Rights Act 2019.

21. 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.

22. 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 employees.

23. Telephone allowance

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

SECOND SCHEDULE
[Regulations 3, 10 and 11]

ADMINISTRATIVE SECTION

1. Wages

(1) In this schedule –

“employee” –

(a) means a person who works in the administrative section; and

(b) includes a watchperson.

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

Category of employee	Year of service	Basic wages per month (Rs cs)
Accounts Clerk, Chief Cashier, Insurance Clerk	} 1 st year	17,229
	} 2 nd year	17,404
	} 3 rd year	17,579
	} 4 th year	17,754
	} 5 th year	17,929
	} 6 th year	18,104
	} 7 th year	18,279
	} 8 th year	18,454
	} 9 th year	18,629
	} 10 th year	18,804
Cashier, Storekeeper, Chief clerk	} 1 st year	15,730
	} 2 nd year	15,905
	} 3 rd year	16,005
	} 4 th year	16,180
	} 5 th year	16,355

	6 th year	16,530
	7 th year	16,705
	8 th year	16,880
	9 th year	17,055
	10 th year	17,230
Senior Clerk	1st year	14,810
	2nd year	14,985
	3rd year	15,160
	4th year	15,335
	5th year	15,510
	6th year	15,685
	7th year	15,860
	8th year	15,960
	9th year	16,135
	10th year	16,310
Junior Clerk, Typist	1st year	13,560
	2nd year	13,735
	3rd year	13,910
	4th year	14,085
	5th year	14,260
	6th year	14,435
	7th year	14,610
	8th year	14,785
	9th year	14,960
	10th year	15,135
Data Input Clerk	1st year	13,710
	2nd year	13,885
	3rd year	14,060

	4th year	14,235
	5th year	14,410
	6th year	14,585
	7th year	14,760
	8th year	14,935
	9th year	15,110
	10th year	15,285
Head Messenger	1st year	13,476
	2nd year	13,651
	3rd year	13,826
	4th year	14,001
	5th year	14,176
	6th year	14,351
	7th year	14,526
	8th year	14,701
	9th year	14,876
	10th year	15,051
Messenger	1st year	12,595
	2nd year	12,770
	3rd year	12,945
	4th year	13,120
	5th year	13,295
	6th year	13,470
	7th year	13,645
	8th year	13,820
	9th year	13,995
	10th year	14,170

Photocopy Machine	}	1st year	12,732
Operator, Telephonist		2nd year	12,907
		3rd year	13,082
		4th year	13,257
		5th year	13,432
		6th year	13,607
		7th year	13,782
		8th year	13,957
		9th year	14,132
		10th year	14,307

Watchperson	1st year	12,287
	2nd year	12,462
	3rd year	12,637
	4th year	12,812
	5th year	12,987
	6th year	13,162
	7th year	13,337
	8th year	13,512
	9th year	13,687
	10th year	13,862

Part-time Cashier 105.92 per hour

(3) For the purposes of determining the amount which may accrue to an employee 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 employees, other than a watchperson; and
 - (ii) one-eighth of the daily basic wages for a watchperson.

2. Normal working hours

(1) A normal working week of every employee, 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 employee, 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 employee 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 employee, at his employer's discretion, between the hours of 9 a.m. and noon, unless otherwise agreed between the employer and the employee.

(5) Every employer shall grant to every employee, 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 8 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 an employee assumes and leaves duty and the employee shall sign the entries which refer to him.

(8) (a) Subject to sub subparagraphs (b) and (c), an employee 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 an employee a full day's remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped after the employee has worked for more than 2 hours.

(c) Where an employee works on a day on which a cyclone warning class III or IV is in force, the employee 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, an employee 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 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 employee, 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 employee.

(2) The overtime referred to in subparagraph (1) shall not include of meal and tea breaks, except for a watchperson.

5. Night duty

(1) Subject to paragraph (2), any employee 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 employee 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.

6. Meal allowance

(1) Where an employee is required to perform more than 2 hours' extra work after having completed a normal day's work on any day of the week, he shall, in addition to any remuneration due, be provided by the employer with an adequate free meal or be paid a meal allowance of 85 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 employee travelling to and from his place of work for the purpose of performing his duty shall be provided with free transport.

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

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

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

(4) An employee 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.

8. Annual leave

(1) (a) Subject to sub subparagraph (e), every employee 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 employee 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 employee and the employer.

(d) For the purpose 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 employee forfeits his day's pay under paragraph 2(8)(b) or (c), be deemed to be attendance at work.

(e) Every employee, other than a part-time employee, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled to one day's annual leave during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer.

(2) Every employee 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 employee, 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 an employee does not take or is not granted all the leave to which he is entitled under subparagraph (1)(a), 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 an employee is terminated for misconduct.

9. Sick leave

(1) (a) Subject to subparagraph (4), every employee 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.

(b) Notwithstanding sub subparagraph (a), every employee, other than a part-time employee, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period shall be entitled to one day's sick leave during each subsequent month up to the twelfth month, while he remains in continuous employment with that employer.

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

(3) Where an employee has exhausted the sick leave provided for under subparagraph (1)(a) 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 an employee 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 an employee 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

Every employee 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.

11. Study leave

Every employee who remains in 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. 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.

13. Attendance bonus

(1) Every employee 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.

THIRD SCHEDULE
[Regulations 3, 10 and 11]

MAINTENANCE AND WORKSHOP SECTION

1. Wages

(1) In this schedule –

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

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

Category of employee	Year of service	Basic wages per month (Rs)
Workshop Supervisor	1 st year	21,345
	2 nd year	21,520
	3 rd year	21,695
	4 th year	21,870
	5 th year	22,045
	6 th year	22,220
	7 th year	22,395
	8 th year	22,570
	9 th year	22,745
	10 th year	22,920
Chief Mechanic	1 st year	19,595
	2 nd year	19,770
	3 rd year	19,945
	4 th year	20,120
	5 th year	20,295
	6 th year	20,470
	7 th year	20,645
	8 th year	20,820

		9 th year	20,995
		10 th year	21,170
Mechanic	}	1 st year	17,845
Electrician		2 nd year	18,020
(superior grade)		3 rd year	18,195
		4 th year	18,370
		5 th year	18,545
		6 th year	18,720
		7 th year	18,895
		8 th year	19,070
		9 th year	19,245
		10 th year	19,420
Mechanic, Builder, Electrician, Blacksmith, (grade I)	Coach Painter, Fitter, Welder	1 st year	16,095
		2 nd year	16,270
		3 rd year	16,445
		4 th year	16,620
		5 th year	16,795
		6 th year	16,970
		7 th year	17,145
		8 th year	17,320
		9 th year	17,495
		10 th year	17,670
Mechanic, Builder, Electrician, Blacksmith, grade II	Coach Painter, Fitter, Welder	1 st year	14,245
	}	2 nd year	14,420
		3 rd year	14,595
		4 th year	14,770
		5 th year	14,945

		6 th year	15,120
		7 th year	15,295
		8 th year	15,470
		9 th year	15,645
		10 th year	15,820
Mechanic Builder, Electrician, Blacksmith, grade III	Coach Painter, Fitter, Welder	1 st year	12,863
		2 nd year	12,966
		3 rd year	13,069
		4 th year	13,170
		5 th year	13,279
		6 th year	13,370
		7 th year	13,545
		8 th year	13,720
		9 th year	13,895
		10 th year	14,070
Upholsterer		1 st year	13,948
		2 nd year	14,123
		3 rd year	14,298
		4 th year	14,473
		5 th year	14,648
		6 th year	14,823
		7 th year	14,998
		8 th year	15,173
		9 th year	15,348
		10 th year	15,523
Lubricator		1 st year	13,242
		2 nd year	13,417
		3 rd year	13,592

	4 th year	13,767
	5 th year	13,942
	6 th year	14,117
	7 th year	14,292
	8 th year	14,467
	9 th year	14,642
	10 th year	14,817
Helper	1 st year	12,465
	2 nd year	12,640
	3 rd year	12,815
	4 th year	12,990
	5 th year	13,165
	6 th year	13,340
	7 th year	13,515
	8 th year	13,690
	9 th year	13,865
	10 th year	14,040
Tyreperson (Supervisor)	1 st year	15,890
	2 nd year	16,065
	3 rd year	16,240
	4 th year	16,415
	5 th year	16,590
	6 th year	16,765
	7 th year	16,940
	8 th year	17,115
	9 th year	17,290
	10 th year	17,465
Tyreperson grade I	1 st year	14,215

	2 nd year	14,390
	3 rd year	14,565
	4 th year	14,740
	5 th year	14,915
	6 th year	15,090
	7 th year	15,265
	8 th year	15,440
	9 th year	15,615
	10 th year	15,790
Tyreperson grade II	1 st year	12,465
	2 nd year	12,640
	3 rd year	12,815
	4 th year	12,990
	5 th year	13,165
	6 th year	13,340
	7 th year	13,515
	8 th year	13,690
	9 th year	13,865
	10 th year	14,040
Apprentice	1st year	10,303
	2nd year	10,428
	3rd year	10,714
	4th year	11,188
	5th year	11,544
Cleaner/Sweeper	1 st year	12,294
	2 nd year	12,469
	3 rd year	12,644
	4 th year	12,819

	5 th year	12,994	
	6 th year	13,169	
	7 th year	13,344	
	8 th year	13,519	
	9 th year	13,694	
	10 th year	13,869	
Chief Cleaner	1 st year	13,000	
	2 nd year	13,175	
	3 rd year	13,350	
	4 th year	13,525	
	5 th year	13,700	
	6 th year	13,875	
	7 th year	14,050	
	8 th year	14,225	
	9 th year	14,400	
	10 th year	14,575	
Fuel Attendant (full-time)	1 st year	12,929	
	2 nd year	13,104	
	3 rd year	13,279	
	4 th year	13,454	
	5 th year	13,629	
	6 th year	13,804	
	7 th year	13,979	
	8 th year	14,154	
	9 th year	14,329	
	10 th year	14,504	
Ticket Issuing	}	1 st year	14,073
Machine Repairer		2 nd year	14,248

	3 rd year	14,423
	4 th year	14,598
	5 th year	14,773
	6 th year	14,948
	7 th year	15,123
	8 th year	15,298
	9 th year	15,473
	10 th year	15,648
Gatekeeper	1 st year	12,778
	2 nd year	12,953
	3 rd year	13,128
	4 th year	13,303
	5 th year	13,478
	6 th year	13,653
	7 th year	13,828
	8 th year	14,003
	9 th year	14,178
	10 th year	14,353
Watchperson	1 st year	12,287
	2 nd year	12,462
	3 rd year	12,637
	4 th year	12,812
	5 th year	12,987
	6 th year	13,162
	7 th year	13,337
	8 th year	13,512
	9th year	13,687
	10th year	13,862

(3) Any apprentice who completes 5 years' service with the same employer shall be classified as a skilled employee 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 employee 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.

2. Normal working hours

(1) A normal working week of every employee, 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 employee, 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 employee 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 employee, be taken between 9 a.m. and noon.

(5) Every employer shall grant to every employee, 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 8 hours or less performed by day or by night, including 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 an employee assumes and leaves duty and the employee shall sign the entries in relation to him.

(8) (a) Subject to sub subparagraphs (b) and (c), an employee 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 an employee a full day's remuneration where owing to climatic conditions, power failures or breakdown in machinery or appliances, work has been stopped.

(c) Where an employee works on a day on which a cyclone warning class III or IV is in force, the employee 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, an employee 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, where an employee, other than a gatekeeper and a watchperson, has been in attendance at work –

- (a) 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) 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 8 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 8 hours worked, and 3 times the basic rate per hour, thereafter.

(3) For the purpose of subparagraph (1), an employee 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), an employee who works between 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 employee 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.

6. Meal allowance

(1) Where an employee is required to perform more than 2 hours' extra work after having completed a normal day's work on any day of the week, he shall, in addition to any remuneration due, be provided by the employer with an adequate free meal or be paid a meal allowance of 85 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 employee 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 employee with free transport, he shall pay that employee an allowance equivalent –

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

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

(4) Any employee 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.

8. Annual leave

(1) (a) Subject to sub subparagraph (b), every employee 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.

(b) Every employee, other than a part-time employee, who remains in continuous employment with the same employer for

a period of 6 consecutive months and who has been present on all the working days during that period, shall be entitled to one day's annual leave during each subsequent month up to the twelfth month, while he remains in continuous employment with the same employer.

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

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

(4) Every employee 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 employee, 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 an employee does not take or is not granted all the leave to which he is entitled to under subparagraph (1)(a), 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 an employee is terminated for misconduct.

9. Sick leave

(1) (a) Subject to subparagraph (4), where a paid employee 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.

(b) Notwithstanding sub subparagraph (a), every employee, other than a part-time employee, who remains in continuous employment with the same employer for a period of 6 consecutive months and who has been present on all the working days during that period shall be entitled to one day's sick leave during each subsequent month up to the twelfth month, while he remains in continuous employment with that employer.

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

(3) Where an employee has exhausted the sick leave provided under subparagraph (1)(a) 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 an employee 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 an employee 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

Every employee 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.

11. Study leave

Every employee 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.

12. Employment of casual employees on monthly basis

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

13. Attendance bonus

(1) Every employee 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 employee 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.

14. Allowance

(1) Every employee, 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 employees.

FOURTH SCHEDULE

[Regulation 2, 3 and 11]

TRAFFIC SECTION**1. Uniforms and protective equipment**

(1) (a) Every employer shall provide every monthly paid employee 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 employee 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 employee 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 employee 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.

2. Medical facilities

(1) Every employer shall cause every employee 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 employee 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 employee 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 employee to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every employee, 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.

ADMINISTRATIVE SECTION

1. Uniforms and protective equipment

(1) Every employer shall provide 3 uniforms and 2 pairs of shoes to every employee 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 under subparagraph (2)(c) shall remain the property of the employer.

2. Medical facilities

(1) Every employer shall cause every employee 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 employee 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 employee 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 employee to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every employee, 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.

MAINTENANCE AND WORKSHOP SECTION

1. Uniforms and protective equipment

(1) (a) Every monthly paid employee, 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 employee 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) An employee 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 employee 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.

2. Medical facilities

(1) Every employer shall cause every employee 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 employee 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 employee 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 employee to any recognised medical institution for further medical examinations and all corresponding expenses shall be borne by the employer.

(5) Every employee, 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.

3. Washing and dressing facilities

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

(2) Every employee 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 employee.
