

**RESEARCH, LEGISLATION & LABOUR  
STANDARDS DIVISION**

**LIGHT METAL  
&  
WOODEN FURNITURE  
WORKSHOPS**

**REMUNERATION ORDER**

**REGULATIONS 2002**



# THE INDUSTRIAL RELATIONS ACT

## REGULATIONS MADE BY THE MINISTER UNDER SECTION 96 OF THE INDUSTRIAL RELATIONS ACT.

### Govt. Notice No.67 of 2002 effective as from 01.06.2002

GN No.173 of 2002 wef 01.07.02 GN No.162 of 2003 wef 01.07.03

GN No.149 of 2004 wef 01.07.04

Previous: (GN No100 of 1975, 130/75, Reprint No3 of 1975, 158/76, 242/77, Reprint 4/79, 53/79, 141/81, 4/82)  
(GN No.133 of 1983, 202/1983, 139/1990, 90/1993, 184/1993, 183/1997, 129/1998, 118/1999, 157/2000, 123/2001)

1. These regulations may be cited as the **Light Metal and Wooden Furniture Workshops (Remuneration Order) Regulations 2002.**

2. In these regulations -

**"apprentice"** means an employee, other than an apprentice governed under a contract of apprenticeship regulated under the Industrial and Vocational Training Act 1988, who is employed solely for the purpose of learning and acquiring skill in the appropriate trade;

**"attendant"** means an employee who performs manual tasks involving physical effort but no particular skill and includes a cleaner;

**"cabinet maker superior grade"** means an employee who is capable of -

- (a) making repairs and refashioning high grade articles or wooden furniture;
- (b) making sketches or drawings of work to be done; or
- (c) carving designs in wood for decoration, furniture, screen panelling and other uses, using hand tools or mechanical tools;

**"clerk"** -

- (a) means a person employed for the purpose of performing clerical or similar duties; and
- (b) does not include a receptionist, a telephonist or a word processing operator;

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

**"driver grade I"** means a driver who drives a vehicle of over 10 tonnes;

**"driver grade II"** means a driver who drives a vehicle of 5 tonnes or more but not more than 10 tonnes;

**"earnings" -**

- (a) means basic wages; and
- (b) includes -
  - (i) wages for work done in excess of a normal day's work or on a public holiday;
  - (ii) remuneration paid under paragraphs 4, 5, 8(1), 9, 10(1)(a), (2), (4), 11 and 12 of the Second Schedule;
  - (iii) any productivity payment;

**"employee"** means a person employed in a light metal and wooden furniture workshop;

**"light metal and wooden furniture workshop" -**

- (a) means a workshop engaged in --
  - (i) building and repairing metal coaches;
  - (ii) manufacturing or repairing light metal structures, utensils, furniture, components for buildings and other industrial and domestic use;
  - (iii) bending, cutting, welding, drilling and machining of metals for use in such manufacture or repairs;
  - (iv) making and repairing of wooden and/or rattan furniture; or
  - (v) other allied occupations; and
- (b) does not include an export enterprise;

**"lorry helper"** means an employee who accompanies a lorry driver for the purpose of loading and unloading a vehicle;

**"productivity payment"**

- (a) means all sums of money, by whatever name called, paid to any category of employee in respect of any work performed by him over and above or in addition to the basic work agreed upon between him and his employer, and exclusively related to productivity;
- (b) does not include payments such as attendance bonus, meal allowance, transport allowance and those allowances obtained on an ad hoc basis;

**"receptionist / telephonist"** means an employee who performs one or more of the following duties -

- (a) operating a telephone switchboard;
- (b) receiving, recording and passing telephone messages;
- (c) supplying information to callers and directing them to persons called upon;
- (d) keeping records of callers;

**"skilled employee grade I"** means an employee who is highly skilled in the trade and whose work achieves a high degree of excellence;

**"skilled employee grade II"** means an employee who does similar work as an employee grade I but has not achieved the high standards required of an employee grade I;

**"skilled employee grade III"** means an employee who has not reached the skill or experience described in respect of an employee grade I or II but has acquired the ability to do some repetitive tasks of a routine or semi-routine nature;

**"word processing operator"** means a person who performs one or more of the following duties -

- (a) typing and collating letters, memoranda and similar matters according to written, dictated or other information;
- (b) performing word processing and simple computer/data processing work; and
- (c) operating a telefax and e-mail services;

**"year"** means any period of 12 consecutive months except in relation to paragraph 13 of the Second Schedule which refers to a calendar year.

**3 (1)** Subject to the other provisions of this regulation and to regulation 5, an employee shall be-

- (a) remunerated at the rates specified in the First Schedule which are inclusive of the additional remuneration prescribed by the Additional Remuneration Act;
- (b) governed by the conditions of employment specified in the Second Schedule.

**(2)** Where a scale of wages applies to an employee, he shall be entitled to -

- (a) the initial wages prescribed in the scale which applies to him; and
- (b) one increment in respect of every year of service he reckons with his employer in the category in which he is employed.

**(3)** Where an employee replaces an employee drawing a higher remuneration he shall be paid the remuneration applicable to that other employee.

- (4) Where an apprentice has completed 5 years' service with the same employer, he shall be remunerated as a skilled employee in at least the lowest grade of the trade in which he has served as an apprentice.
4. Any agreement by an employee to relinquish his right to a paid holiday or to forego leave to which he is entitled shall be void.
5. Nothing in these regulations shall -
- (a) prevent an employer from remunerating an employee at a rate higher than that specified in the First Schedule or from providing him with conditions of employment more favourable than those specified in the Second Schedule;
  - (b) authorise an employer to reduce an employee's remuneration or to alter his conditions of employment so as to render them less favourable.
6. These regulations shall come into operation on 1 June 2002.
7. The Light Metal and Wooden Furniture Workshops (Remuneration Order) Regulations 1983 are repealed.

Made by the Minister on 28 May 2002

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## **SECOND SCHEDULE**

*( regulation 3(1)(b) )*

### **1. Normal working hours**

- (1) A normal working week for every employee, other than a watchman, shall consist of 45 hours' work, excluding time allowed for meal and tea breaks.
- (2) A normal day's work for every employee, other than a watchman, shall -
  - (a) on every day, other than Saturday or a public holiday, consist of 8 hours' work, to be performed between 7 a.m. and 5 p.m. and
  - (b) on every Saturday, other than a public holiday, consist of 5 hours' work to be performed between 7 a.m. and 2 p.m.
- (3) An employee, other than a watchman, shall be entitled, on every working day, to -
  - (a) a lunch break of one hour between 10 a.m and noon;
  - (b) 2 tea breaks of 15 minutes each, the first to be taken not earlier than 2 hours before lunch and the second not later than 2 hours after lunch.
- (4)
  - (a) A normal working day for a watchman shall consist of 12 hours.
  - (b) Where a watchman is required to work on every day of a month, he shall be entitled to 3 days' leave without pay during the month, one of the days being a Sunday.

### **2. Extra work**

- (1) Subject to paragraph 5, where an employee, other than a watchman -
  - (a) works on a public holiday, he shall be remunerated -
    - (i) for the first 8 hours, at twice the basic rate; and
    - (ii) thereafter, at three times the basic rate;
  - (b) performs more than a normal day's work on any other day, he shall be remunerated at one and a half times the basic rate per hour.
- (2) Where a watchman -
  - (a) works on a public holiday, he shall be remunerated -

- (i) for the first 12 hours, at twice the basic rate;
    - (ii) thereafter, at three times the basic rate;
  - (b) performs more than a normal day's work on any other day, he shall be remunerated at one and a half times the basic rate per hour.
- (3) (a) Subject to subparagraph (b), where an employee is required to perform extra work immediately after a normal day's work, he shall be granted a rest-period of 15 minutes prior to performing such extra work;
- (b) Such rest-period shall not be reckoned as falling within working hours.

### **3. Notional calculation of basic rate**

For the purpose of determining remuneration due for extra work or for any other reasons -

- (a) a month shall be deemed to consist of 26 days;
- (b) a day shall be deemed to consist -
  - (i) of 12 hours, in the case of a watchman;
  - (ii) of 8 hours, in every other case.

### **4. Piece work**

- (1) Every employee may be required to perform piece work by his employer at such rates to be agreed between them, which shall be so determined that the employee shall earn not less than 10% over and above the relevant rate specified in the First Schedule.
- (2) Where an employee is required to perform piece work on a public holiday or in excess of the normal working hours on any day, he shall be remunerated at a rate which shall not be less than a sum exceeding that to which he would be entitled to under paragraph 2(1) by 10%.

### **5. Extra remuneration for public holidays**

- (1) Where an employee, other than a monthly paid employee, has remained in continuous employment with the same employer for 12 consecutive months, he shall be entitled, in the

following 12 months, to a normal day's pay in respect of every public holiday, other than a Sunday, that occurs while he is in the service of the employer and on which he is not required to work.

- (2) Where an employee who would otherwise have been entitled to a normal day's wages under subparagraph (1) or a monthly paid employee is called upon to work on a public holiday, other than a Sunday, he shall be paid at the end of the next pay period one normal day's wages in addition to any remuneration due under paragraph 2.

## **6. Meal allowance**

Where an employee who has completed a normal day's work is required to perform extra work beyond 7.00 p.m., he shall, in addition to remuneration due under paragraphs 2 and 4, be paid a meal allowance of **Rs 25** rupees in respect of that day.

## **7. Payment of remuneration**

- (1) Every employee shall be paid his wages during working hours -
  - (a) in the case of a monthly paid employee, not later than the second working day in the following month;
  - (b) in any other case, not later than the last normal working day of the week.
- (2) Every employer shall, at the time of paying the wages of an employee, issue to him a pay slip stating *inter alia* -
  - (a) the employee's name, category, job title, rates of pay and national identity number;
  - (b) the total number of days on which he was present at work;
  - (c) the number of hours of extra work performed by him and the corresponding extra payment;
  - (d) his total wages and each item of allowance including piece rate earnings;
  - (e) every deduction made and the reasons therefor; and
  - (f) such other particulars as may be required by the Minister.

## **8. Annual leave**



- (1) Subject to subparagraph (2), where an employee has remained in continuous employment with the same employer for 12 consecutive months, he shall, in the following 12 months, be entitled to 16 working days' leave on full pay.
- (2)
  - (a) subject to subparagraph (b), 8 days of the leave may be taken either consecutively or otherwise provided the employee has given reasonable notice to his employer;
  - (b) the employer shall not, without reasonable cause, withhold the granting of leave under subparagraph (a); and
  - (c) the remaining 8 days shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.
- (3) Subject to subparagraph (4), where an employee has not taken or been granted all the leave to which he is entitled under subparagraph (1), he shall be paid a normal day's pay in respect of each day's annual leave still due at the end of that period.
- (4) Subparagraph (3) shall not apply where an employee is, before the expiry of the period of 12 months, dismissed for misconduct.

## **9. Sick leave**

- (1) Subject to subparagraph (2), where an employee who has remained in continuous employment with the same employer for 12 consecutive months is sick, he shall, during the following 12 months, be entitled to:-
  - (a) 21 day's sick leave on full pay; and
  - (b) a further period of 15 days on half pay in respect of any time which is :-
    - (i) wholly spent in a clinic or hospital; or
    - (ii) certified by a medical practitioner of the clinic or hospital as necessary for the recuperation of the employee's health after his discharge from the clinic or hospital.
- (2) Where an employee absents himself on grounds of sickness, he shall notify his employer of the fact on the first day of absence 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 5th day of absence.

- (3) An employer may, at his own expense, cause a medical practitioner to examine an employee who is absent on grounds of sickness, with the employee's consent.

### **10. Maternity protection**

- (1) Subject to subparagraph (3), where a female employee has remained in continuous employment with the same employer for 12 months immediately preceding her confinement, she shall, on production of a medical certificate, be entitled to -
- (a) 12 weeks' leave on full pay to be taken at her discretion before and/or after confinement provided that at least 6 weeks' leave shall be taken immediately following the confinement; and
  - (b) an allowance of **Rs 2000** payable within 7 days of her confinement.
- (2) Where a female employee who has remained in continuous employment with the same employer for 12 months suffers a still-birth, which is duly certified by a Medical Practitioner, she shall be entitled, upon the advice of her Medical Practitioner, to opt either for 2 weeks' leave or 12 weeks' leave on full pay, the latter to be drawn from the 3 confinements provided in the regulations.
- (3) Where a female employee who has at any time had 3 confinements is pregnant, she shall not be entitled to the benefits specified in subparagraph (1) but she shall be entitled to only the leave specified in subparagraph (1)(a) or (2) as the case may be, without pay.
- (4) Where a female employee 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) Every female employee who has entered in the seventh month of pregnancy shall be offered, as far as is practicable and at her request, all appropriate working facilities as recommended by her Medical Practitioner.
- (6) Subject to subparagraph (7), where a female employee is nursing her unweaned child, she may require her employer to grant her at such time as is convenient to her;-
- (a) a break of one hour daily; or

- (b) a break of half an hour twice daily,  
for the purpose of nursing her unweaned child.
- (7) The employer may require a break under subparagraph (6) to be taken immediately before or after a meal or tea break.
- (8) No break under subparagraph (6) shall be deducted from the number of hours of work of the employee.

### **11. Overseas leave**

- (1) Every employer shall grant to every employee reckoning continuous employment with him for a period of at least 15 years, one overseas leave of at least two months to be spent wholly abroad.
- (2) At least one month of the leave specified in subparagraph (1) shall be with pay, such pay being effected in advance and at least 7 days before the employee proceeds abroad.
- (3) For the purposes of annual and sick leave, maternity leave and end of year bonus, such overseas leave shall be deemed to constitute attendance at work.

### **12. Special leave**

- (1) Subject to subparagraph (2), an employee shall be entitled to absent himself on full pay to attend a training course connected with his trade at a recognized institution.
- (2) Subparagraph (1) shall not apply unless -
  - (a) the employee has given reasonable advance notice of his absence to the employer; and
  - (b) his absence is not likely to disrupt the work of the employer.

### **13. End of year bonus**

- (1) Every employee who has remained in continuous employment with the same employer for one year, shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

- (2) Every employee who -
- (a) takes employment during the course of the year;
  - (b) is still in employment as at 31 December; and
  - (c) has performed 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 that year to a bonus equivalent to 1/12 of his earnings for that year.
- (3) Seventy-five per cent of the expected bonus specified in subparagraphs (1) and (2) shall be paid not later than 5 clear working days before 25 December and the balance not later than on the last working day of the same year.
- (4) For the purpose of this paragraph, a day on which an employee -
- (a) was absent with his employer's authorisation;
  - (b) has reported for work but has not been offered work by his employer; or
  - (c) has absented himself on ground of -
    - (i) illness after notification to his employer under paragraph 9(2); and
    - (ii) injury arising out of and in the course of employment,
- shall be reckoned as a working day.

#### **14. Transport benefits and facilities**

- (1) Every employee shall be entitled to free transport or be paid the return bus fare where no free transport is available if the distance between his residence and the place where he reports for work exceeds 3 km.
- (2) Subject to the distance limit specified in subparagraph (1), every employee who attends work by his own means of transport shall be entitled to an allowance equivalent to the corresponding return bus fare.
- (3) Where an employee is required by his employer to attend or cease work at any time when no public bus service is available, the employer shall, irrespective of the distance between the place of residence and the place of work, provide appropriate free means of transport properly fitted with well-secured seating and back-rest facilities -
- (a) from the employee's residence to his place of work; or

- (b) from the employee's place of work to his residence, such transport being provided from, or up to, the nearest practicable place from the employee's residence.

### **15. Issue of milk**

Every blacksmith, painter and welder and every other employee exposed to the emission of harmful chemicals shall be issued with 500 ml of milk per day.

### **16. Protective equipment**

- (1) Subject to subparagraph (3), every employer shall provide -
  - (a) a pair of goggles and gloves to every welder;
  - (b) a suitable apron to every blacksmith and every welder;
  - (c) a pair of gloves and insulated pliers to every electrician;
  - (d) a suitable overall to every cabinet maker in the wooden furniture workshop;
  - (e) 2 overalls yearly to every skilled employee and to every apprentice, attendant and lorry helper.
- (2) Any protective equipment provided under this paragraph shall -
  - (a) remain the property of the employer; and
  - (b) subject to subparagraph (1)(e), be renewed as soon as it becomes unserviceable.
- (3) Notwithstanding the protective equipment granted under subparagraph (1), the employer shall abide by the provisions of the Occupational, Safety, Health and Welfare Act.

### **17. Medical facilities**

- (1) Every blacksmith, painter and welder and every other employee exposed to dust and noxious fumes and substances shall undergo a complete medical check-up at the expense of their employer every 6 months.

- (2) In the event of health problems detected during such check-up necessitating further investigation, the doctor doing the check-up shall refer the employee to a recognized medical institution for appropriate investigations and medical care.

### **18. Gratuity on retirement before 60 on medical grounds**

- (1) Where an employee who has been in the continuous employment of an employer for not less than 10 years retires before the age of 60 on ground of permanent incapacity to perform his work duly certified by a Government Medical Practitioner, the employer shall pay a gratuity to him.
- (2) The gratuity specified in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' basic wages per year of service irrespective of any benefits the employee may be entitled to under the National Pensions Act.

### **19. Death grant**

- (1) Where an employee who has been in continuous employment with the same employer for not less than 12 consecutive months dies, the employer shall pay an amount of **Rs.3,500** to -
  - (a) his spouse; or
  - (b) if he leaves no spouse, the person who has borne the funeral expenses.
- (2) For the purpose of subparagraph (1), "**spouse**" means the person with whom the deceased employee had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

### **20. Gratuity at death**

- (1) Where an employee who has been in the continuous employment of an employer for not less than 10 years dies, the employer shall pay a gratuity.
- (2) The gratuity specified in subparagraph (1) shall be paid -

- (a) in a lump sum and calculated on the basis of 15 days' basic wages per year of service;
  - (b) to the deceased employee's surviving spouse or, where he leaves no surviving spouse, in equal proportions to his dependants;
  - (c) irrespective of any benefits the deceased employee's spouse or dependants may be entitled to under the National Pensions Act.
- (3) For the purpose of subparagraph (2)(b) and (c) -
- (a) "**spouse**" means the person with whom the employee had contracted a civil or religious marriage and with whom he lived under a common roof at the time of his death; and
  - (b) "**dependant**" means, in relation to an employee, a relative, other than an orphan, who was -
    - (i) living in the household; and
    - (ii) wholly or partly dependent on the earnings of that employee at the time of his death.

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