

## **WORKERS WITHOUT BORDERS**

**Commission(s) in charge of the Session/Workshop:**

**Labour Law and Immigration Commission**

**Munich, 2016**

**National Report of Sri Lanka**

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## **BIBLIOGRAPHY**

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- Doe, John B. *Conceptual Planning: A Guide to a Better Planet*, 3d ed. Reading, MA: SmithJones, 1996.
- Doe, John B. *Conceptual Testing*, 2d ed. Reading, MA: SmithJones, 1997

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## **INTRODUCTION**

Global mobility is on the rise. More and more companies increasingly operate on a cross-border scale. However, companies assigning their employees to another or multiple countries are often confronted with an increase of formalities and requirements affecting the cross-border employment. At first glance, only the work place of the employee temporarily changes. However, many other legal issues come into play and employees must comply with the rules and regulations governing immigration, employment and labour and social security law of each of those countries.

The aim of the present questionnaire is to outlining the legal aspects and issues affecting the temporary assignments of employees within and outside the European Economic Area (EEA).

### 1. Immigration

The first question employers should consider is whether the employee needs an authorization to work and reside in the country to which he/she is (temporarily) assigned.

Within the European Union, freedom of movement of persons is one of the main fundamental principles, guaranteeing EEA nationals the right to live and work freely in another EEA member state.

Non-EEA nationals in principle need an authorisation to work within the EEA. Does this obligation also apply to EEA nationals assigned by their employer outside the EEA?

### 2. Labour and employment law

Secondly, assuming the employee is allowed to work and reside in the relevant country, it is important knowing which law is governing the employment relationship during the assignment period. Is it the law of the employer (home country) or the law of the country where the employee will be assigned (host country)?

Within the European Union, the Rome Convention and the Rome I EC Regulation are the two sources dealing with this matter. Does these sources also apply when a non-EEA national is assigned to an EEA country and when an EEA employee is assigned outside the EEA? Can the employer and employee choose the law applicable to their employment relationship? Which law applies in case no law has been chosen? Can the employee also invoke the protection of statutory provisions of the country where he/she will be assigned?

The labour and employment law part of this questionnaire also includes a part on the strict rules on the 'lease of personnel' in assignment situations. Finally, we will look into (the content of) the assignment letter and the early termination of the assignment and employment relationship.

### 3. Social Security

The third part of this questionnaire deals with the social security aspects linked to assignments, as it is relevant and important to know in which country the social security must be paid during the assignment.

### 4. Other obligations and formalities

We will look into possible other obligations and formalities to be complied with in your countries in case of assignments of employees to your countries (e.g., prior notifications, drafting and keeping of social documents, etc.).

### 5. Social inspection

The last part of this questionnaire is based on whether or not cross-border assignments are a priority for the social inspectorate.

# QUESTIONNAIRE

## 1. IMMIGRATION

### 1.1. Who needs a work permit to work in your country? Are there types of employees exempted (e.g., based on their nationality or type of work performed (business trips, etc.)?)

The Immigrants and Emigrants Act no. 20 of 1948, as amended (“the Act”), and the regulations gazetted thereunder, constitute the main body of law governing the entry into and stay of foreign nationals in Sri Lanka. The Act grants authority to the Controller of Immigration and Emigration in Colombo to issue visas, which for certain categories of visa is in practice done through Sri Lankan diplomatic missions/consulates outside Sri Lanka which issue certain categories of visas to foreign nationals.

Sri Lanka has stringent rules regulating the granting of visas to foreign nationals for the purpose of residing/employment in Sri Lanka. On the whole, the policy is not very accommodating towards long term business immigration, although visas for short-term business visits are readily granted. All persons who are not citizens of Sri Lanka in terms of the Immigrants and Emigrants Act read with the Immigrants Regulations are prohibited from being employed in Sri Lanka or engaging in any work paid or unpaid.

### 1.2. Are there different types of work permits in your legal system? Are there work permits for highly educated/qualified employees? If so, what are the conditions and what is the procedure to be followed? Who needs to file for the application and where? Which information and documents are to be provided to the competent authorities? What is the timing? What is the duration of the work permit? Can it be renewed? Is it possible to apply for permanent status after a certain period of time under the work permit?

As per the information contained on the website of the Department of Immigration and Emigration, there are many types of categories for Residence Visas with work permits including:

- “Project Professional personnel whose services are required for projects approved by the state and expatriate personnel employed in projects under Board of investment (BOI) of Sri Lanka and their dependents.
- Personnel employed at banks and their dependants.
- Volunteers
- Personnel attached to Non-Governmental organisations
- Personnel employed in a project, Institution or organisation under diplomatic missions in Sri Lanka.
- Personnel employed in a private company and their dependants.”

The category under which a given employee will fall depends on the type of work that he or she will undertake, and takes into consideration factors such as: whether the

company is incorporated as a subsidiary in Sri Lanka, whether the employee is to be employed at the subsidiary, and whether or not that subsidiary has section 16 or section 17 BOI status; or, if not a subsidiary, whether the company operates through a branch office in Sri Lanka and the nature of the company's relationships with the Sri Lankan business entity/entities with which it is doing business.

Regardless of the employment category, a Residence Visa for the employee's spouse and children under 18 years of age will normally be granted.

Residence Visas are typically valid for one year. If the spouse is employed, his/her residence visa can be renewed, subject to continued employment, and the spouse obtaining his/her own appropriate letter of recommendation.

For business immigration, there are a number of routes through which approval could be obtained.

Effective 1 January, 2012, all foreign nationals travelling to Sri Lanka for business visits must obtain an Electronic Travel Authorisation (ETA) before travelling to Sri Lanka. The ETA must be applied for through the Department of Immigration and Emigration (DIE) website. (<http://www.eta.gov.lk>). Citizens of the Republic of Singapore and Maldives are exempt from the ETA requirement due to reciprocal agreements with Sri Lanka.

An ETA for a business visit can be issued for single, double, or multiple entries into the country at the discretion of the DIE.

After obtaining prior approvals from DIE, the first step is to obtain an entry visa, which typically is processed through the Sri Lanka mission in the foreign national's place of residence. Other types of visa applications are processed in the headquarters of DIE located in Colombo. Enforcement of the provisions of the Act is primarily through DIE.

The applicant employee can concurrently submit an Entry Visa application to the Sri Lankan diplomatic Mission nearest to his or her place of residence. Upon receiving approval from the DIE, the Sri Lankan diplomatic mission will issue an entry visa.

After arriving in Sri Lanka, an application for a Residence Visa, including an endorsement permitting employment, must be submitted to DIE along with the employee's passport.

Estimates of the time taken for the issuing of a visa are difficult to accurately provide; however, if all the required documents are submitted in good order, it takes approximately three weeks for a BOI category visa and significantly longer if the visa is obtained via a Ministry.

There is no legal provision permitting the holder of a residence visa to apply for "permanent status" after a certain period of time under a residence visa/work permit.

**1.3. Is a separate residence permit required/ granted via the work permit? Please explain.**

The Immigration and Emigration Act No.20 of 1948 read with the Regulations gazetted there under contains strict rules prohibiting a foreigner from engaging in any employment paid or unpaid and imposes severe punishments on foreign nationals who are employed in Sri Lanka without the necessary work permit as well as on those who employ such foreign nationals who do not have work permits.

As a matter of administrative practice work permits are only granted in conjunction with residence visas.

A residence visa with work permit will not be granted by the Department of Immigration and Emigration without a letter of recommendation.

A letter of recommendation has to be applied for from the relevant line Ministry/Government/State Authority. If the letter of recommendation is issued by the Board of Investment, clearance must also be obtained from the Ministry of Defence.

The administrative practice of DIE is such that generally a residence visa will only be granted by the DIE in Colombo and it is therefore necessary for the applicant to apply for and enter in to Sri Lanka on an entry visa and thereafter, once the applicant has travelled to Sri Lanka, apply for residence visa.

The work permit for a specified employer will be endorsed on the residence visa.

**1.4. Who can be sanctioned in case of illegal employment in your country (e.g., the employer, the employee, the host company, etc.)? What are the sanctions (civil and/or criminal) in case of illegal employment?**

Section 45(1)(a) of the Immigrants and Emigrants Act provides for the sanctions in case of illegal employment in contravention of any provision of this Act.

Section 45A(1)(c) of the Act provides that any person who employs any other person, knowing that such other person has entered Sri Lanka or is remaining in Sri Lanka in contravention of any provision of this Act or of any order or regulation made there under, shall be guilty of an offence under this Act and shall on conviction be liable to rigorous imprisonment for a term of not less than two years and of not more than five years.

Further section 45A(2)(4) of the Immigrants and Emigrants Act states that any person who for the purpose of every prosecution under paragraph (c) of subsection (1) of this section, a person alleged to have entered Sri Lanka or to be remaining in Sri Lanka in contravention of any provision of this Act or of any order or regulation made thereunder,

- (a) who is in the service of a body of persons shall
  - (i) where the body of persons is a body corporate, be deemed to be employed by the manager, secretary and every director of that body corporate, and
  - (ii) where the body of persons is a firm, be deemed to be employed by every partner of the firm, unless such manager, secretary, director or partner, as the case maybe, proves having regard to the nature of his functions and to all the circumstances, that such person was employed without his knowledge; and



(b) who is in the service of a business registered under the Business Names Ordinance, shall, as regards every individual, every firm and every body corporate registered under that Ordinance in respect of that Business, be deemed to be employed by such individual, every partner of such firm and every manager, secretary director and body corporate, unless such individual, partner, manager, secretary or director, as the case maybe, proves, having regard to the nature of his functions and all the circumstances, that such person was employed without his knowledge.

**1.5. Did your country implement the European Blue Card Directive 2009/50/EC? If so, please explain the scope, conditions, application process and validity of the blue card?**

N/A

**1.6. Did your country implement the European Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer? If so, please briefly describe and explain importance and impact?**

N/A

## **2. LABOUR AND EMPLOYMENT LAW**

**2.1. In your country, how is the applicable law governing the employment contract during the assignment period determined?**

The brief factual scenario provided refers to situations of temporary assignments of employees within and outside the EEA. The concept of ‘temporary assignment’ is not defined.

The notion of a temporary assignment could be said to be similar to the notion of secondment.

In Sri Lanka, apart from the definition of employer in the Workman’s Compensation Ordinance, although there is no express statutory recognition nor are there any provisions dealing specifically with the question of secondment, it could rightly be said that secondment is recognized and that there is no legal bar to secondment as such. *The Hand Book of the Employers’ Federation of Ceylon (2008)* makes reference to secondment (in paragraph 68 at page 291) where it states that secondment is:

‘a transfer from one Company to another does not bring a contract to an end and the substitution of a new contract. It only amounts to a ‘secondment’ without a change of employer’. If the intention is the creation of a new contract of employment the employee should agree to a termination of the first contract and an acceptance of a new contract in lieu.”

Further, S.R. de Silva- a leading authority on Sri Lankan Labour Law – in a monograph on ‘Transfer’ states that:

- (a) “It is not uncommon to find employers of one company in a group of companies being transferred to another company in the same group. It is important to note that a group of companies in Sri Lanka is neither a legal entity nor an employer and an employee is necessarily employed by one legal entity within the group”  
[paragraph 22 at page 19].
- (b) “where an employee is transferred to a new employer in circumstances where such transfer is possible, **the original contract of service continues** unless specifically terminated or a new contract between the original employer, the employee and the new employer comes into existence.” [paragraph 24 at page 21].

The fact that secondment as a concept is recognized as legal in Sri Lanka is also arguably evident from the definition of the word ‘Employer’ in the Workman’s Compensation Ordinance which states as follows-

“employer’ **includes** the Republic of Sri Lanka and anybody of persons whether corporate or unincorporated and any managing agent of an employer and the heirs, executors or administrators of a deceased employer and, **when the services of a workman are temporarily lent or let on hire to another person by the person with whom the workman has entered into a contract of service** or apprenticeship, means such other person, while the workman is working for him.”

As regards the above it may be noted [incidentally, with regard to liability] that the persons/entities mentioned are **included** and would be apart from and in addition to the normal contractual employer. In other words the latter is not **excluded**.

When ascertaining what the applicable law governing the employment contract is where the employee is seconded, it is likely that a Court would, in the absence of an express stipulation in the contract of the governing law, follow the principles established in the Rosa case which is hereafter referred to even though that case did not strictly speaking involve a situation of secondment; (it appears from the case report that the contract of employment was signed and entered into at Washington DC between Rosa and ISTI and that Rosa was employed by ISTI only for the performance of duties in Sri Lanka).

In the said case, *International Science and Technological Institute (ISTI) v. Rosa and Others*<sup>[2]</sup> the Petitioner (ISTI) was incorporated under the laws of the District of Columbia U.S.A. and its registered office was in Washington D.C. The Applicant-Respondent was a resident in California when on 04.02.1993. she and ISTI entered into an employment agreement in Washington D.C. in terms of which the applicant was appointed as the Chief Operating Officer of the Financial Marketing project in Sri Lanka for 2 years (February 1993 – May 1995). The ISTI project in Sri Lanka was for the provision of consultancy services to the Securities and Exchange Commission of Sri Lanka (SEC), having its registered office in Sri Lanka. ISTI did not have any registered business address or a local branch and since ISTI was providing specialised training programs to the SEC, ISTI had the same postal address as the SEC. On 16<sup>th</sup> April, the Project Chief of ISTI in Sri Lanka wrote to the Applicant directing her to leave ISTI. The applicant replied on 19<sup>th</sup> April 1993 stating that he had no power and no reasons to terminate her services. This termination was subsequently confirmed and ratified by the President of ISTI.

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<sup>[2]</sup> *International Science and Technological Institute (ISTI) v. Rosa and Others*, reported in (1994) 1 S.L.R. 413.

Counsel for ISTI submitted that as the agreement of employment was entered into in the U.S.A. the jurisdiction of the local Courts was ousted as the termination took place in Washington. Counsel's main submission was that territorial jurisdiction would conflict with private international law.

The Court set about trying to ascertain the proper law of contract as it was unclear whether U.S. or Sri Lankan law ought to apply. No choice of law clause was provided in the contract. The Court discussed at some length how the choice of law may be ascertained within the context of a contractual agreement. Ultimately, the Court formally adopted both English and Australian private international law principles and held that the proper law may be ascertained through either express selection of the parties, by inferred selection from the circumstances, or through a determination by the Court of the system of law with which the transaction has the closest and most real connection.<sup>[3]</sup>

It was held that the Labour Tribunal did have jurisdiction. The judgment demonstrates the possibility and willingness of Sri Lankan Courts to adopt international standards in private international law in resolving such issues that arise in Sri Lanka.

Assuming therefore that the original contract survives but does not stipulate what law governs, it is likely that a Court in Sri Lanka would follow the principles laid down in the Rosa case, the relevant portion of the judgment of which is quoted below:

“(1) The proper law applicable in Private International Law is the law of the place of contract and not of the place of performance.

The Labour Tribunal however does not function as a court of law and can vary contracts of service. A Tribunal must determine the rights and wrongs of the claim and in so doing it is free to apply principles of justice and equity keeping in view the fundamental fact that the jurisdiction is to prevent social injustice.”

(2) The employment was in Sri Lanka and the breach of contract took place within the jurisdiction of Sri Lanka and the dispute arose within the jurisdiction of the Tribunal.

(3) The proper law may be determined in 3 ways

(a) by express selection of the parties; or failing this

(b) by inferred selection from the circumstances; or failing either of these

(c) by judicial determination of the system of law with which the transaction has the closest and most real connection.”

Whatever the applicable law, it is arguably that the provisions contained in the Statutes referred to in the answer provided to clause 2.2 would be applicable. For the purposes of answering this questionnaire we do not consider or address the strict legal position of the employer in the home country for compliance with the provisions of the laws. Factors which would have to be taken into consideration for each Statute are the fact that the employment is in Sri Lanka and the definitions of employer and workman (or employee as the case may be) in each Statute.

**2.2. Which local employment laws of your country are determined as mandatory minimum laws / minimum hardcore protective rules and working conditions? Please explain. Is there relevant case law?**

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<sup>[3]</sup> Supra note 26 at para 242.

The following are some of the mandatory minimum laws/minimum hardcore protective rules which would, arguably, apply.

Industrial Disputes Act - this Act provides for the prevention, investigation and settlement of Industrial Disputes. Following the Rosa decision it would appear that the jurisdiction of a Labour Tribunal would not be ousted if the contract of employment is performed in Sri Lanka.

Employees Provident Fund Act - this Act provides for the establishment of a provident fund for the benefit of certain classes of employees (EPF). It should however be noted that in terms of the regulations promulgated under the EPF Act the provisions of the EPF Act would not apply to/in respect of: “a person who is employed in a managerial executive or technical employment and for whom superannuation benefits or benefits on termination if employment are provided under any provident fund or pension scheme to any other fund or scheme established or administered outside Sri Lanka.” It should also be noted that although the regulations does not so state it has been held by the Supreme Court in the reported case of Blanca Diamonds vs. Coeme<sup>2</sup> that the regulation applies only where the scheme in question was comparable to and not less favourable than the EPF.

Shop and Office Act - this is an Act that provides *inter alia* for the regulation of employment, hours of work and remuneration of persons in shops and offices.

Factories Ordinance – this is an Ordinance to make provision for the safety and welfare of workers in factories.

Termination of Employment of Workmen (Special Provisions) Act - is an Act to make special provisions in respect of the termination of the services of workmen in certain employments by their employers by whom more than 15 workmen on an average have been employed during the period of six months preceding the month in which the employer seeks to terminate the employment of a workman.

Employees' Trust Fund Act – this Act provides for the establishment of a fund called the employee's trust fund (ETF).

Maternity Benefits Ordinance – this Ordinance makes provision for the payment of maternity benefits to women workers and for other matters incidental to the employment of such women before and after their confinement.

Workmen's Compensation Ordinance - this Ordinance provides for the payment of compensation to workmen who are injured in the course of their employment.

Subject to what has been hereinbefore stated arguably all these Statutes contain mandatory rules which would be applicable in the context of the brief factual scenario which has been outlined to us.

Payment of Gratuity Act – this Act provides for the payment of a gratuity to a workman who has been in five years continuous employment upon termination of the employment relationship at the rate of half a month's last drawn salary.

**2.3. Does your country foresee specific rules on the 'lease of personnel'? Is there a principle prohibition of 'lease of personnel'? Please explain and provide**

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<sup>2</sup> Bar Association Law Journal Reports 1996 – Volume VI Part II page 26

**examples. What are the sanctions and penalties? Is there a possibility to reduce the risk? Please explain. Is there relevant case law dealing with this matter?**

There is no statutorily recognized specific concept of lease of personnel and no specific rule prohibiting “lease of personnel”. There are no sanctions or penalties provided by Statute in regard to the “lease of personnel”. There is no reported case law in regard to “lease of personnel”.

The concept of secondment has been referred to in the answer to question 2.1, from which it will be understood that secondment contemplates a situation where [the employee or] the services of the employee of one person [natural or juristic] – with whom the employee has a contract of service – are lent to another person/entity for the purpose of performing services for such person/entity. Sri Lankan law arguably recognizes secondment and in the context of the Workman’s Compensation Ordinance, there is explicit recognition of the concept of the services of a workman being temporarily lent or let on hire to another person.

According to certain newspaper reports, there has been considerable controversy around the practice in certain industries of using ‘labour contractors’. It was reported several years ago that an amendment to the Wages Board Ordinance was under consideration to outlaw such practices. We have not been able to obtain a copy of the proposed amendment and so it is not possible to evaluate what the impact, if any, of such an amendment would be on a situation of secondment/assignment.

**2.4. If you were asked by one of your clients to draft an assignment letter (secondment agreement between the original employer in the home country and the employee), which clauses would you include? What should the assignment letter cover? Is this foreseen by a specific law or based on case law? Please explain.**

Provisions which should be contained in such a letter include:

- the period of time of secondment/assignment,
- that the period of time may be curtailed or reduced in which case the employee would return to employment in the home country, and such curtailment or reduction or ending of the assignment shall not be a termination of employment,
- that the expiry of the period of secondment would not amount to a termination for the purposes of the provisions in the Payment of Gratuity Act,
- that EPF and ETF contributions would be made and, if any reductions in any social security contributions were permitted in the home country, such reductions being desired, that corresponding reductions would be made),
- that the law governing the secondment/assignment would be the law of the home country,
- that in the event of the employment relationship coming to an end the Courts or other applicable labour law authorities of the home country would have jurisdiction,
- provision to make it clear that the performance in Sri Lanka is part of the performance of the duties of the employee under and in terms of the contract of employment.

**2.5. Please explain the applicable and most relevant rules of your country in case the employer wishes (1) to early terminate the assignment and (2) to terminate the employment relationship (e.g., is there a right to return? Should the assignment allowances be included in the calculation of the notice indemnity? Etc.). Is there relevant case law?**

There are no statutory rules or reported case law. The termination of the assignment would arguably be a matter of contract.

If on the other hand the original contract of employment had been suspended or terminated and a fresh contract of employment entered into with the local entity, then, where the (new) employer has more than 15 employees, any non-disciplinary termination by the employer of an employee employed for a more than a certain period of time would be subject to the provisions contained in the Termination of Employment of Workman (Special Provisions) Act.

The word “termination” in the Termination Act means:

- a. termination by the employer for any reason whatsoever, otherwise than by reason of a punishment imposed by way of disciplinary action;
- b. non-employment of a “workman”, whether temporarily or permanently,
- c. non-employment of a “workman” as a result of the closure by the employer of any trade, industry or business.

Where the Termination Act is applicable, the permission of the Commissioner of Labour must be obtained prior to terminating the contract of employment. Permission, if granted, would be subject to the payment of compensation according to a statutorily prescribed formula.

### **3. SOCIAL SECURITY**

**3.1. Provide a short overview of the level of social security charges in your country. What are the employer social security contributions? What are the employee social security contributions? Is there a cap/ maximum? Please briefly explain.**

Social security provisions exist for both public sector and private sector employees (in the form of superannuation benefits). Social security provisions for the public sector are regulated by the Pensions Department which administers the Pensions Fund and does so in terms of the regulations contained in the Minutes on Pensions.

Social security provisions for employees in the private sector are provided for in the following Statutes which have already been referred to:

- The Employees’ Trust Fund Act
- The Employees’ Provident Fund Act
- The Payment of Gratuity Act.

The Employees’ Trust Fund Act (“ETF Act”)

Every employer to whom the ETF Act applies must make a contribution on a monthly basis of 3 percent of the total earnings of the employee.

In terms of section 44, of the ETF Act ‘earnings’ is defined as:

- Wages, salary or fees
- Cost of living allowance, special living allowance and other similar allowances
- Payment in respect of holidays
- The cost value of cooked or uncooked food provided by the employer to employees
- Meal allowance
- Any other forms of remuneration as may be prescribed (by the ETF Act)

The following payments are not considered a part of earnings and exempted from ETF:

- Incentives, attendance, productivity or night allowance
- Overtime
- Bonus
- Service charge
- Supervising allowance
- Acting allowance
- Professional allowance
- Festival allowance
- Housing allowance
- Travelling allowance (reimbursed)
- On-call allowance
- Hourly payment made to lecturers

### Employees’ Provident Fund Act (“EPF Act”)

The EPF Act:

- applies to all employers and employees in covered employment
- includes apprentices and learners who are paid remuneration but does not include the spouse of the employee or members of that family
- requires the employer to deduct eight percent from the earnings of the employee and contribute twelve percent to the EPF account of the employee
- requires all employers of employees covered employment to remit the EPF contributions to the Central Bank of Sri Lanka.

NB - the definitions of ‘earnings’ and ‘non applicable earnings’ in the EPF Act are similar to those in the ETF Act.

According to one report, there were attempts by the Government to introduce a pension scheme for migrant workers and private sector employees in 2011. However, since the provisions in the Bill were considered by some to be not fair and equitable in respect of the private sector as well as migrants, mass protests resulted in the Bill not

being read in Parliament. Migrants are however entitled to become voluntary members of the Employees' Trust Fund and make monthly contributions to the Fund.

**3.2. In case of assignments from outside the EEA to your country or from your country to non-EEA countries, with what countries has your country signed a social security agreement?**

As far as we are aware, Sri Lanka has not signed in any social security agreements with any country. Written confirmation is awaited from the Ministry of Foreign Affairs.

**4. OTHER OBLIGATIONS AND FORMALITIES**

**4.1. Are there other relevant formalities and obligations in your country in case of assignments to your country (e.g., prior notification to the authorities, drafting and keeping social documents, etc.)?**

A contract of employment in respect of employment in a shop or an office must be in writing. There are no specific provisions in regard to formalities in the case of assignments or secondments.

**4.2. What are the penalties and sanctions in case these formalities and obligations are not complied with? Who can be sanctioned? Is there relevant case law?**

In the context of assignments, does not arise.

**5. SOCIAL INSPECTION**

**5.1. Are cross-border assignments a priority in your country for the social inspection? Please explain.**

N/A