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අති විශේෂ EXTRAORDINARY

අංක 1434/1 – 2006 පෙබරවාරි 27 වැනි සඳුදා – 2006.02.27

No. 1434/1 – MONDAY, FEBRUARY 27, 2006

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: T 23/ P/ 36/ 2004.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)
Order Under Section 4 (1)**

WHEREAS an industrial dispute in respect of the matters specified in the statement of the Commissioner of Labour which accompanies this order exists between,

Mr. K. E. R. Kariyasinghe, C/O., Upali Kade, Nadigama, Tanakolawatta, Hakbellawaka, Yatiyantota.

AND

Sri Lanka Central Transport Board, No. 200, Kirula Road, Colombo 05.

NOW THEREFORE I, Athauda Seneviratne, Minister of Labour Relations and Foreign Employment do by virtue of the powers vested in me by Section 4 (1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts, Nos. 14 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial Disputes (Special Provisions) Act, No. 37, of 1968, hereby appoint Mr. K. A. D. B. Karunaratne, 216/8, Pamunuwa Road, Maharagama to be the Arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

ATHAUDA SENEVIRATNE,
Minister of Labour Relations and Foreign Employment.

Colombo 05,
21st February, 2006.

My No. : T 23/P/36/2004.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956) REVISED EDITION**

of the one part Mr. K. E. R. Kariyasinghe, C/O., Upali Kade, Nadigama, Tanakolawatte, Hakbellawaka, Yatiyantota

AND

of the other part Sri Lanka Central Transport Board, No. 200, Kirula Road, Colombo 05

STATEMENT OF MATTERS IN DISPUTE

The matters in dispute between the aforesaid parties are-

- (1) Whether Mr. K. E. R. Kariyasinghe is entitled to receive arrears of salary and compensation for the period from the date of interdiction of his service ie. 14/02/2002 while he was in the service of Mannar Depot which was managed by the Northern Region Transport Board upto the date of reinstatement of him in service on 17/10/2003 without holding a disciplinary inquiry and if not, to what relief he is entitled, and
- (2) Whether the non payment of salary to Mr. K. E. R. Kariyasinghe for the period from the date of reporting back to work on 17/10/2003 upto the date of cessation of his service. i e. 30/12/2003 is justified and if not, to what relief he is entitled.

MAHINDA MADIHAHEWA,
Commissioner of Labour.

Dated at the office of the Commissioner of labour, Colombo,
this 03rd day of February, 2006,

My No.: CI / 273.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lanka Walltile Meepe (Pvt.) Limited, No. 215, Nawala Road, Narahenpita, Colombo 05, of the one part and Inter Company Employees Union, No. 18/158, E. D. Dabare Mawatha, Colombo 05 of the other part on 11th November, 2005 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
03rd February, 2006.

Collective Agreement No. 27 of 2005

COLLECTIVE AGREEMENT entered into between Lanka Walltile Meepe (Pvt) Limited, a Company duly registered and having its registered office at No. 215, Nawala Road Narahenpita, Colombo 5, and hereinafter referred to as "the Employer" and the Inter Company Employees Union (ICEU), a Trade Union duly registered and having its registered office at No. 18/158, E. D. Dabare Mawatha, Colombo 5, and hereinafter referred to as "the Union" on this 11th day of November Two Thousand and Five.

Whereas the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement:

1. Parties Covered and Bound:

The terms of this settlement shall cover and bind the Employer, the Union and members of the Union employed on permanent monthly contracts by the Employer in the Manual / Operative grades at their factory, at Meepe, Padukka.

2. Salaries:

- (i) With effect from 1st October 2005, the Employer shall add Rs. 1000 to the salaries of each employee.
- (ii) With effect from 1st October 2006, the Employer shall add Rs. 1000 to the salaries of each employee.
- (iii) With effect from 1st October 2007, the Employer shall add Rs. 1000 to the salaries of each employee.

3. Profit Share Bonus:

The Employer agrees to make payment of the profit share bonus, payable on net profit after tax, as set out below:-

- (i). For the financial year 2005/2006 - Rs. 16,500 or 8% of net profit after tax, whichever is higher.
- (ii). For the financial year 2006/2007 - Rs. 16,500 or 8% of net profit after tax, whichever is higher.
- (iii). For the financial year 2007/2008 - Rs. 17,000 or 8% of net profit after tax, whichever is higher.

Apart from the above revision, all terms and conditions of this payment, applicable at present, would remain unchanged.

Parties agree that the profit share bonus under this agreement would be payable in December 2006. Further, an advance of Rs. 5,000 would be paid in the month of April of each year, which would be deductible from the final payment made in December of each year.

- 4. This Agreement shall take effect from 1st October 2005 and shall, unless otherwise terminated by either party giving one month's written notice to the other, shall continue to remain in force provided, however, that neither party shall give such notice prior to the 1st September 2008, and the Agreement shall not stand terminated prior to the 30th day of September 2008.
- 5. The Union, the Employer and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.
- 6. In the event of a dispute arising out of a matter not covered by this Agreement, parties agreed to resolve any such dispute in the following manner:-
 - (i) Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level.
 - (ii) In the event of non-resolution of the dispute at Stage (i) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
 - (iii) In the event of non-resolution of the dispute at Stage (ii) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
 - (iv) In the event of non-resolution of the dispute at Stage (iii) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

IN WITNESS WHEREOF, PARTIES HAVE SET THEIR HANDS ON THIS ELEVENTH DAY OF NOVEMBER TWO THOUSAND FIVE.

For and on behalf of
LANKA WALLTILE MEEPE (PVT) LTD.

L. De. Chikera
Managing Director.

For and on behalf of
INTER COMPANY EMPLOYEES' UNION

T. I. MOHAMED,
Chief Organiser.

WITNESSES:

N. A. JAYAWICKREME,
Dep. General Manager.

T. A. PERERA,
Factory Manager.

M. M. P. UDAYA KUMARA,
Branch President.

M. RANJITH KUMARASIRI
Branch Secretary.

My No.: CI/118.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Mackwoods Limited, No. 10, Gnanartha Pradeepa Mawatha, Colombo 10, of the one part and United Tea, Rubber and Local Produce Workers' Union, No. 513-2/1, Elvitigala Mawatha, Colombo 05, of the other part on 24th October, 2005 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
03rd February, 2006.

Collective Agreement No. 25 of 2005

The Collective Agreement made this Twenty fourth Day of October Two Thousand and five pursuant to the Industrial Disputes Act, between Mackwoods Limited a Company duly registered in Sri Lanka under the Companies Ordinance and having their registered office at No. 10, Gnanartha Pradeepa Mawatha, Colombo 10, (hereinafter referred to as "The Employer") of the One Part and The United Tea, Rubber and Local Produce Workers' Union, a Trade Union duly registered and having its registered office at No. 513. 2/1 Elvitigala Mawatha, Colombo 5 (hereinafter referred to as "The Union") of the other part.

Witnesseth and it is hereby agreed between the parties as follows:

PART I

Containing terms and conditions of employment and matters incidental thereto and connected with.

- 1. Employers covered and Bound:-** This Agreement shall cover and bind Mackwoods Limited (The Employer).
- 2. Employees Covered and Bound:-** This Agreement shall cover and bind the members of the Union who are employed on permanent monthly contracts of employment in a drivers/manual/ labouring capacity in the Establishment of the Employer in grades of employment enumerated in the First Schedule hereto and are in employment at the time of signing of this Agreement.
- 3. Earlier Collective Agreements:-** The provisions of this Agreement shall supersede and replace the provisions of whatever other earlier Collective Agreement or Memorandum of Settlement signed between parties to this Agreement and any such agreement or memorandum of settlement shall stand terminated from the First day of October Two Thousand five.
- 4. Date of Operation and Duration:-** This Agreement shall be effective as from the First day of October Two Thousand and Five and thereafter continue in force unless it is determined by either party giving three months' notice in writing to the other subject to the condition that neither party shall give such notice to the other party before the Thirtieth Day of June Two Thousand and Eight and such notice shall not expire before the Thirtieth day of September Two Thousand and Eight.
- 5. General Terms and Conditions of Employment:-** During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by the Agreement, whether such contract of service be written or oral, which was subsisting on the date thereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.
- 6. Probation:-** Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months, provided however that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (3) months and in that event the Employer shall indicate to the Employee in writing the reason why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and has not been confirmed by the Employer he shall be deemed to be confirmed in his Employer's Service with effect from the day after the day on which the period of probation as the case may be ended.

7. **Attendance:-**

1. Unless otherwise specifically instructed by the Employer an Employee shall present himself for work on every day (other than a holiday) at the usual starting time of the office, store, factory, mill or job and shall there remain available for work throughout the normal working hours.
2. If at an Office, store, factory, mill or job work is temporarily not available for an employee in his own occupation, he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
3. Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

8. **Hours of Work:-** The hours of work in the employer's establishments shall be those customarily worked.

9. **Forfeiture of Wages:-** Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and his Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

10. **Overtime.-**

1. If required by his Employer an Employee shall work reasonable overtime which has been authorised by the Employer. Refusal to work overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.
2. Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of 18 (a) hereof.

11. **Weekly Holiday.-**

1. In respect of each week each Employee shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however that if any Employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of this weekly holiday for that week in accordance with the provisions of clause 18 (b) hereof.
2. In computing the period of twenty-eight (28) hours referred to in sub-clause (1) the Employer shall include-
 - (a) every holiday allowed by the Employer to the Employee as annual holiday;
 - (b) every public holiday granted by the Employer in terms of clause 12 thereof; and
 - (c) every day's absence on any ground approved by the Employer.
3. Any Employer may employ any Employee on a weekly holiday subject to the following conditions:
 - (i) A day within the six days next succeeding such weekly holiday shall be allowed to that Employee as a holiday with remuneration. Provided however that if any Employee who is employed on a weekly holiday is liable to forfeit and his Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1), then and in such event that Employee shall forfeit and his Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 18(b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday, provided further that in respect of not more than two (2) such weekly holidays in any one calendar month an Employer may with the consent of the Employee-
 - (a) instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid pay him one day's wage computed in accordance with the provisions of clause 18 hereof in lieu of such alternate holiday, or
 - (b) in case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid employ that Employee on the alternate holiday.

(ii) In respect of work done on such weekly holiday the Employee shall be paid as remuneration-

- (a) one and a half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 18 hereof for the number of hours worked during the first nine (9) hours (exclusive of one hour for a meal); and
- (b) at double the normal hourly rate ascertained in accordance with the provisions of clause 18 hereof for each subsequent hour of work.

The provisions of this sub-clause shall not apply to Employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.

12. **Annual Holidays.**- Annual holidays shall be allowed to an Employee in accordance with the decisions of the Wages Board if any applicable to such Employee or the Coir Mattress and Bristle Fibre Export Trade.

13. **Public Holidays.**- 1. Public Holidays shall be allowed to an Employee in accordance with the decisions of the Wages Board for the Engineering Trade. Provided however, that an Employee may be employed on a Public Holiday in accordance with the decisions of the Wages Board for the Engineering Trade.

2. If any Public Holiday to which an Employee is eligible under the provisions of sub-clause (1) falls on a Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such Public Holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of clause 11 hereof.

3. If any Public Holiday to which an Employee is eligible under the provisions of sub-clause (1) falls on a Saturday, the number of hours constituting the normal working day (inclusive of one hour for a meal) on the day immediately preceding such Public Holiday shall be six and one half (6 1/2) hours.

14. **Casual Leave.**- 1. In respect of each year of employment during which any Employee has been continuously in employment he shall be entitled to take on account of private business or other reasonable cause including ill health if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the employer shall allow such casual leave and shall be liable to pay such remuneration. Provided however, that not more than two (2) days casual leave shall be taken at any one time save and except upon the ground of ill health. Provided further that an employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two month's service.

2. Casual leave will normally be granted on application without the Employee being required to state the reason for the application. Where an Employer finds it difficult to grant an application for casual leave, his difficulty shall be notified to the Employee as soon as possible after the application is made and in such case the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant casual leave.

15. **Sick Leave.**- In any year an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that -

- (a) his illness is supported by a certificate from a registered medical practitioner (unless waived by his Employer), and
- (b) the Employer shall not be on probation within the meaning of clause 6 hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

16. **Monthly Consolidated Wages.**- (1) Subject to the provisions of Clause 17 hereof as from the First day of October Two Thousand and Five, each employee in service as at the date of signing this Agreement shall be paid a monthly consolidated wage on the basis of the scales of consolidated wages set out in the First Schedule hereto.

(2) The scales of consolidated wages set out in the First Schedule hereto include all the allowances hitherto incorporated in the wages of the employees.

(3) This Agreement shall not have the effect of changing the annual incremental date of an employee.

(4) At the expiry of the twelve month period commencing from the First day of November Two Thousand and Four the scales of consolidated wages set out in the First Schedule hereto shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by two (2), and the salary payable to each Employee under this Agreement shall accordingly be increased by a like amount as from the First day of November Two Thousand and Five.

(5) At the expiry of each twelve month period commencing from the First day of November Two Thousand and Five and the scales of consolidated wages revised in the manner prescribed above shall be revised in like manner as from the First day of November of the succeeding year by addition to an consolidation with the wages at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period multiplied by two (2), and the salary of each Employee as from the First day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

(6) Every Employee in employment as at the date of signing this Agreement will be entitled to receive by way of notional arrears a sum equal to 1000×4 . Notional arrears so calculated will not form a part of an employee's salary for any purpose whatsoever.

(7) If during the continuance in force of this Agreement the Government of Sri Lanka .- (a) prescribes increases in wages by any written Law applicable to categories covered by this Agreement legally obliging the Employers to make such payment the Employers shall pay such increases in wages prescribed by such written law and in terms of such written law;

(b) recommends increases in wages, such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by the Agreement.

17. Conversion of Scales of Monthly Consolidated Wages.- (1) For the purpose of ascertaining the wage an employee shall receive with effect from First October Two Thousand and Five on the basis of the scales of consolidated wages set out in the First Schedule hereto the following provisions, subject to the provisions of Clause 16 hereof, shall apply.

(2) A Sum of Rupees 1000 will be added to the monthly salary applicable to an employee as at 30th September 2005.

(3) Thereafter each employee shall be placed on the corresponding point in monetary terms on the salary scales set out in the First Schedule hereto in the Grade applicable to him. In the event of there being no corresponding point he shall be placed on the next higher point in the grade applicable.

18. Wages for Periods Less Than One Month.- For the purpose of this Agreement the wages of any Employee for periods less than one month shall be computed in the manner following:

a. for one hour	the monthly wage divided by two hundred and forty (240)
b. for one day	the monthly wage divided by thirty (30)
c. for one-half day (either morning or afternoon)	a day's wage ascertained as above divided by 2
d. for one week	a day's wage ascertained as above multiplied by seven (7)

19. Non-Recurring Cost of Living Gratuity.- (1) As the scales of consolidated wages set out in the First Schedule hereto have been fixed on the basis of the Colombo Consumers' Price Index being 2961 an Employee shall subject to the provisions of the succeeding sub-clause be entitled to receive and the Employer shall be liable to pay a non-recurring cost of living gratuity to the Employee in December each year in respect of the preceding twelve (12) months (1st November to 31st October hereinafter referred to as the qualifying period) commencing from the First day of November Two Thousand and Four ascertained in accordance with the under noted formula -

The Formula:

If the average of the Colombo Consumers' Price Index for the Qualifying period exceeds 2961, a sum computed at Rupees Two (Rs. 2/-) for each complete point (i.e.1.0) by which such average exceeds in respect of each month of service during the qualifying period.

(2) When at the expiry each twelve month period commencing on the First day of December Two Thousand and Four the scales of consolidated wages have been revised in the manner set out in Clause 16(4) and (5) hereof, the base Index Figure in the formula for the purpose of calculating the Non-Recurring Cost of Living, Gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index Figure has risen during each twelve month period as specified in Clause 16 (4) and (5) hereof.

(3) The non-recurring cost of living gratuity shall be payable by an Employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the non-recurring cost of living gratuity becomes due in December of any year or he joined the Employer's service during the course of the qualifying year.

4. The non-recurring cost of living gratuity shall not be payable to an Employee in respect of any period for which he received no wages for whatever reason.

5. No provident fund, trust fund, overtime or any other payment shall be due or calculated on the non-recurring cost of living gratuity.

20. **Work Norms.**— Consequent to the salary increase granted to the employees under this Agreement, it is agreed by and between the Employer, Union and the employees that the employees in carrying out their normal daily work shall achieve and maintain the work norms set out in the Second Schedule hereto in respect of the various areas of work identified therein.

21. **Provident Fund.**— 1. The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.

2. Subject to the provisions of the Employees' Trust Fund Act, No. 46 of 1980, where the Employer and the Employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employees' Provident Fund Act, the more favourable rates of contribution will continue.

22. **Terminal Benefits.**— 1. The Employer will subject as hereinafter provided pay terminal benefits to Employees in accordance with the scheme of terminal benefits set out in this Clause.

2. The scheme shall apply to every Employee in the service of the Employer as at First November 1988 and to those who Joined the service of the Employer on any day thereafter, so long as this Agreement continues in force.

3. As and by way of terminal benefits the Employer shall pay an Employee a sum equivalent to one month's wages for each year of service less the Employer's contribution to the Provident Fund and Trust Funds but excluding interest thereon.

4. The wage on which the said terminal benefits under sub-clause 3 hereof shall be payable will be the last monthly wage receivable by an Employee on which Provident Fund is payable and shall not include any non-recurring cost of living gratuity.

5. For the purpose of calculating terminal benefits under this clause a year of Service shall be a period of not less than six months.

6. The terminal benefits provided for in the clause shall be payable to an Employee on the cessation of his services arising from death or any other cause, whatsoever. Provided however, that if at the date of cessation of an Employee's service there is due to his Employer from the Employee any sum on account of fraud, misappropriation or any other account and the same cannot be recovered from the amount in the Employee's credit in the Provident Fund the same shall be recovered from the terminal benefits provided for herein.

7. The Provisions of this clause shall not apply to Employers who operate a more favourable scheme of terminal benefits.

8. On the death of an Employee whilst in service and is eligible to receive terminal benefits under this Clause, the Employer shall pay such terminal benefits in the manner and to the persons hereinafter set forth.—

(a) If there is a valid nomination in force for the purpose of the deceased Employee's Provident fund at the date of his death to the nominee or nominees of such Employee in conformity with the form of nomination where such nominee is surviving and of full age.

(b) Where there is no valid nomination or in the event of the nominee or any or more of the nominees having pre-deceased the Employee or in the event of the nominee being a minor at the time that the payment of the terminal benefits become due, the Employer shall make payment only after the person or persons entitled to the payment have established their claim in Law and furnished Proof thereof.

9. In the event of any written law providing for the payment of gratuity or terminal benefits the more favourable scheme shall apply but not both.

10. No Employee shall be entitled to any gratuity or terminal benefits in addition to the terminal benefits provided for in this clause or by any written law as the case may be.

23. **Bonus.**— (1) Without prejudice to existing bonus schemes and without prejudice to the Employer's claim that bonus payments in the past and as provided in this Agreement are ex-gratia, the Employer will subject as hereinafter provided, continue to pay to each of his Employees a bonus which "will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of this Agreement. If in any year the Employer, in his discretion reduces the bonus to an amount less than the sum of money paid to each of his Employees as bonus for the year immediately preceding the signing of this Agreement, the Employees may canvass such reduction of bonus with the Employer concerned. If the Union is not satisfied by the Employer in the matter, the Union may pursue this matter with the Employers' Federation of Ceylon (hereinafter called the "Federation"). If the dispute as to the reduction of bonus is not settled with the Federation, the same shall be referred to a Committee of three persons (hereinafter referred to as "a Bonus Committee") which shall be constituted in accordance with the provisions of Sub-clause (2) for settlement in the manner hereinafter set forth.

(2) At the written request of the parties to the dispute as to the reduction of the bonus, the Commissioner of Labour will constitute a Bonus Committee which shall consist of three Senior Accountants nominated by the Council of the Institute of Chartered Accountants of Sri Lanka. The said Chartered Accountants shall be persons with at least 10 years post qualification experience. The selection of the three Chartered Accountants will be communicated by the Institute of Chartered Accountants to the Commissioner of Labour, to the employer, the employees and the Federation, there upon the Commissioner of Labour will communicate in writing to each member of the Bonus Committee so constituted a Statement of Principles and Procedure by which the members of the Bonus Committee shall be bound in settling the dispute as the reduction of Bonus.

(3) Upon receipt of the submissions and the Statement of the Principles and Procedure from the Commissioner of Labour the Bonus Committee shall in accordance with the said Principles and Procedures decide whether the reduction of the bonus by the Employer was justified and if the reduction was not justified to what extent, if any, the bonus shall be reduced. The Bonus Committee shall communicate the decision in writing to the Federation, the Employees and the Commissioner of Labour. If the decision of the Bonus Committee is unanimous such decision shall be final and binding on the parties to the dispute and the Employees or anyone or more of them and/or its or their members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement. If, however the Bonus Committee is divided by its decision, then the decision of the Commissioner of Labour on the matter shall be final and binding on the parties to the dispute and the Commissioner's decision shall be communicated in writing by the Commissioner of Labour to the Federation and the Employees and/or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement.

(4) The Bonus Committee shall not be entitled nor be competent to decide that in any year an Employer should pay his Employee a bonus exceeding the sum of money paid as bonus in the year immediately preceding the signing of this Agreement.

(5) The fees payable to the members of each Bonus Committee shall be borne equally by the parties to the dispute as to the reduction of bonus and be payable on demand by the Commissioner of Labour.

(6) The payment of a bonus exceeding the sum of money paid as bonus to Employees in the year immediately preceding the signing of this Agreement shall be in the sole discretion of each Employer and shall not be called in question by the Employees nor shall any Employer's failure or refusal to pay such bonus be the subject of any dispute.

(7) The provisions of Sub-clauses (1), (2), (3), (4), (5) and (6) shall *mutatis mutandis* apply to existing bonus schemes.

(8) At the request of the Commissioner of Labour, the Council of the Institute of Chartered Accountants of Sri Lanka will nominate three Chartered Accountants with not less than 10 years of post qualification experience drawn from Professional Accountancy Firms to serve on the Bonus Committee.

24. **Annual Increments.**— The annual increments provided in each grade of the scales of consolidated wages in the First Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred, in which "case where an increment is —

(a) deferred the loss of increment shall be continuous throughout the year;

(b) stopped, the loss of increment will only be for the period of stoppage during the year;

(c) suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such Employee and has been found guilty after due Inquiry or inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

25. **Warning.**— If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may be given to the employee orally by the employer in the presence of two witnesses.

26. **Suspension.**— (1) An Employee may be suspended without pay by his employer : —

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

(2) At the time of suspension under sub-clause (1) (a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reason or charges in terms of clause 26 hereof.

27. **Disciplinary Action.**— Where the Employer proposes to proceed against an Employee then —

1. Irrespective of whether an Employee has been suspended under Clause 26 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice which shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
2. Within three (3) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such Employee, provided however that if in the circumstances it is reasonable the Employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request, for such further period of time as is deemed necessary in the circumstances of the case.
3. If the Employer is satisfied with the written answer or explanation of the Employee, the Employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
4. If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
5. After holding such inquiry the Employer, shall notify the Employee of the findings of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within Thirty (30) working days from the conclusion of the Inquiry into such charges the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
6. If the Employee is under suspension and the Employer after such inquiry makes order that —
 - (a) The employee shall not be dismissed then the employee shall resume employment forthwith and shall be subject to the provisions of sub-clause 26 (1) (c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;
 - (b) The employee shall be dismissed, the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the employee shall not be paid for the period of such suspension;
 - (c) in view of the serious or involved nature of the charges in the show cause notice against the employee the employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter had been previously referred to the Police or any other authorities for investigation or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.

7. if in any case where an Employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within Thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date, of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date of which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause irrespective of the outcome of the Inquiry.
8. in any case where an Employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the Employee unless he is prevented from doing so by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Federation and any of the Employees that in the circumstances of the case the period ninety (90) days be extended for such further time as may be agreed.
9. the employer shall not be required to hold an inquiry as referred to in sub-clauses (4) and (5) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges, provided however that if the Employee disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an Inquiry shall then apply subject to the exception of the fact that the inquiry had not commenced within ten (10) working days after receipt of the Employee's explanation shall not be material or relevant.

28. **Retirement.**— On reaching the age of fifty five (55) years an Employee shall *ipso facto* retire and cease to be employed by his Employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement, provided however, that an Employee who has retired may, in the discretion of his Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

29. **Termination of Service.**— (1) Every contract, whether oral or written for the hire of any Employee by the Employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's notice be given by either party to the other of his intention to determine the same and such month has expired.

(2) Where an Employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the Employee to complete the job within a reasonable time.

30. **Union Recognition.**— The Union shall be competent to make representations on behalf of its members who are employed in any work place of the Employer. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the work place or the trade as a whole the following provisions shall apply :—

1. When the Union is representative of not less than forty per centum (40%) of the Employees whose membership subscription is not in arrears, the employer will recognize the Union for the purpose of general claims and matters and negotiate with it on, that basis. If there is any other Union which is also representative of not less than forty per centum (40%) of such Employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions competent to make general demands by virtue of the requisite membership and not separately with each such Union.
2. When the Employer carries on more than one type of business or has more than one work place and the claim or matter is restricted to one type of business or one work place but is applicable or capable of being applicable to other Employees in the service of the Employer the competence of the Union to make such, claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.
3. If it becomes necessary to decide the question whether at the establishment of the Employer the Union is competent to make general claims or raise general matters the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the Employer and that Union and the parties thereto.

31. **Disputes Procedure.**— 1. In the first instance the Employees shall submit any demand on behalf of its members to the Employer and give the Employer at least ten (10) working days' time within which to reply. If in the Employees' opinion the Employer's reply is unsatisfactory the Employees and the Employer shall explore the possibility of reaching a settlement.

2. When the Employees conclude that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conferences and / or discussions with a view to settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.

3. Subject to the provisions of Clause 33 hereof all disputes between the Employees and the Employer shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

4. Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this Agreement.

32. **How Anomalies in the Course of Implementing this Agreement shall be dealt with.**— Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Federation and the Employees. If the matter cannot be settled by negotiation the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations thereunder.

33. **Trade Union Action.**— The Unions and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action against the Employer in respect of any dispute between the Employer on the one hand and the Union and / or its members and / or any Employees covered and bound by this Agreement on the other hand whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of the Employer which in the opinion of the controlling body (by whatsoever name called), of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of that Union and / or its members or is grossly unfair or seriously detrimental to the interests of the Union and / or its members. Provided however that at least seven (7) days' notice in writing shall be given to the Union by the Employer concerned, the Federation and the Commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent on an act of an Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine its members or is grossly unfair or seriously detrimental to the interests of that Union and / or its members.

34. **Variations of terms and conditions of Employment Benefits.**— 1. The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the Employees covered and bound by this Agreement other than by mutual Agreement.

2. The Federation and the Employers bound by this Agreement jointly and severally agree with the Union, and its members and the Employees covered and bound by this Agreement that they shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees covered and bound by this Agreement other than by mutual agreement.

3. Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (2) may be resolved by voluntary arbitration but only if the parties agree to submit such dispute or difference for settlement by voluntary arbitration.

PART II

1. **Breaches of Collective Agreement.**— If in the opinion of the Employer the Union commits a breach of any of the terms of this Collective Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this Part and the same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.

2. **Domestic Inquiries.**— If an Employee who is furnished with a show cause notice in terms of Clause 26, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.—

- (a) The Employer will, subject as hereinafter provided, allow another Employee (hereinafter referred to as "Observer") to be present as an Observer without loss of wages for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall forty-eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.

- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

3. **Union Meetings.**— The following provisions shall, apply to meetings of the Union:—

- (a) In respect of each meeting which the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the undernoted conditions:—
 - (i) that no person other than an employee in the service of the Employer shall be present at a meeting of the Union.
 - (ii) on occasions such as the Annual General, Meeting of the Union, the Office Bearers of the parent Union may, with the previous approval of the Employer, attend)
 - (iii) fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that the terms on which permission to hold a meeting of such Union is granted, are duly complied with.
- (d) It shall be the duty of the Union and its office bearers to ensure that no damage is caused (in the course of) or in connection with) a meeting of the Union to the Employer's property or an other persons at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.**— (1) *The following provisions shall apply to duty leave.*— Without prejudice to the right of the Employer to refuse to grant permissions if, in his discretion, the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two office bearers of the Union:-

- (a) to be present at conferences held under the aegis or the Employer of the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer,
 - or
 - (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Thribunals.
- without loss of wages for such absence.

(2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union, Courts or, Seminar or Conference either in Sri Lanka or abroad, unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

5. **Check Off.**— (1) In this clause "Employer" shall mean the Employer bound by this Collective Agreement in whose establishment the members of the Union is not less than forty per centum (40%) of the category of Employees covered and bound by this Collective Agreement.

(2) The Employer shall on the written request of an employee deduct from the wage due to such employee the current monthly union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount as deducted to the Union, in accordance with the procedure and upon and subject, to the conditions hereinafter set forth.

(3) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to the effect in the form set out in Form No. 1 hereinafter referred to as an "Authorisation" as set out in the Second Schedule hereto.

(4) Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Second Schedule hereto.

(5) As far as practicable deduction under an authorisation shall commence from the wages due immediately after the date of receipt of such authorisation and shall continue thereafter until the authorisation is cancelled by a revocation.

(6) As far as practicable deductions under an authorisation shall cease from the date of receipt of a revocation cancelling such authorisation, provided however:-

(a) that an Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub clause (5) or (6).

(b) that, at his discretion, an Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.

(7) The Employer shall not later than the tenth/day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorisation by a cheque payable to the Treasurer thereof and cross "Account Payee".

(8) The cheque shall be sent at the risk of the union and the Employees concerned by post in a pre - paid envelope addressed to the Treasurer of the Union and its address for the time being.

(9) The Treasurer of the union shall promptly acknowledge receipt of the cheque.

(10) The Employer shall not be liable to pay to the union or to the Treasurer on its behalf, as aforesaid, any sum other than the union dues actually deducted.

PART III

DEFINITIONS

In parts I and II of this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them -

<i>Words</i>	<i>Meaning</i>
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer (for convenience some times referred to as "he" or its grammatical variations)	The Employer covered and bound by this Agreement.
Employee (for convenience some times referred to as "he" or its grammatical variations)	Subject to the provisions of Clause 5 of part II hereof an Employee bound by this Agreement.
Industrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950.
Normal Incremental Date	The date of which an Employee would normally receive an increment.
Wage	The monthly wage according to the scales of consolidated wage in the First Schedule hereto.
Week	The Period between midnight on any Saturday night and midnight on the succeeding Saturday night
Year	A continuous period of twelve. (12) months

* Words importing the masculing gender shall include the feminine.

* Words imparting the singular number shall include the plural and vice versa.

FORM No. 1

AUTHORISATION

Name of Employer:

As I am an employee covered and bound by the Collective Agreement of effecting employees employed in a capacity, and I desire to avail myself of the facility of Check Off contained in the Collective Agreement to which I am eligible as a member of the United Tea Rubber and Local Produce Worker's Union please deduct from my wages each month a sum of Rs.(Rs.) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....
(Date of signing)

.....
(Signature of Employee)

.....
(Full Name of Employee)

Received on:
(To be filled by Employer)

FORM No. 2

REVOCATION

Name of Employer :

With reference to the authorisation submitted by me, please cease to deduct from my wages any further membership dues in favour of the United Tea Rubber and Local Produce Workers' Union with effect from the wages next due to me immediately following the date hereof.

.....
(Date of signing)

.....
(Signature of Employee)

.....
(Full Name of Employee)

IN WITNESS WHEREOF PARTIES HAVE SET THEIR HANDS HEREUNTO ON THIS 24TH DAY OF OCTOBER TWO THOUSAND AND FIVE AT COLOMBO.

.....
F. L. FONSEKA
Joint Managing Director
for and on behalf of
MACKWOODS LTD

.....
T. P. U. KULARATNE
Assistant Secretary
for and on behalf of
UNITED TEA RUBBER AND
LOCAL PRODUCE WORKERS'
UNION

WITNESSES:

1. Mr. S. S. A. Liyanage
General Manager-Office Administration and Stores
Mackwoods Ltd.

(Sgd.)

.....
Signature

2. Mr. S. Ratnayake
Branch President
United Tea Rubber and Local
Produce Workers' Union

(Sgd.)

.....
Signature

1ST SCHEDULE
SALARY SCALE EFFECTIVE FROM 01.11.2004 - 31.10.2005
SALARIES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURE
OF RS. 2961.00
MOTOR TRANSPORT TRADE EMPLOYEES

STAGE	CLASS B 25.00 × 90	CLASS C 20.00 × 35	CLASS D 30.00 × 57	CLASS G 17.50 × 35	CLASS H 17.50 × 35
1	6,935.50	6,891.22	6967.12	6,866.25	6,859.60
2	6,960.50	6,911.22	6997.12	6,883.75	6,877.10
3	6,985.50	6,931.22	7027.12	6,901.25	6,894.60
4	7,010.50	6,951.22	7057.12	6,918.75	6,912.10
5	7,035.50	6,971.22	7087.12	6,936.25	6,929.60
6	7,060.50	6,991.22	7117.12	6,953.75	6,947.10
7	7,085.50	7,011.22	7147.12	6,971.25	6,964.60
8	7,110.50	7,031.22	7177.12	6,988.75	6,982.10
9	7,135.50	7,051.22	7207.12	7,006.25	6,999.60
10	7,160.50	7,071.22	7237.12	7,023.75	7,017.10
11	7,185.50	7,091.22	7267.12	7,041.25	7,034.60
12	7,210.50	7,111.22	7297.12	7,058.75	7,052.10
13	7,235.50	7,131.22	7327.12	7,076.25	7,069.60
14	7,260.50	7,151.22	7357.12	7,093.75	7,087.10
15	7,285.50	7,171.22	7387.12	7,111.25	7,104.60
16	7,310.50	7,191.22	7417.12	7,128.75	7,122.10
17	7,335.50	7,211.22	7447.12	7,146.25	7,139.60
18	7,360.50	7,231.22	7477.12	7,163.75	7,157.10
19	7,385.50	7,251.22	7507.12	7,181.25	7,174.60
20	7,410.50	7,271.22	7537.12	7,198.75	7,192.10
21	7,435.50	7,291.22	7567.12	7,216.25	7,209.60
22	7,460.50	7,311.22	7597.12	7,233.75	7,227.10
23	7,485.50	7,331.22	7627.12	7,251.25	7,244.60
24	7,510.50	7,351.22	7657.12	7,268.75	7,262.10
25	7,535.50	7,371.22	7687.12	7,286.25	7,279.60
26	7,560.50	7,391.22	7717.12	7,303.75	7,297.10
27	7,585.50	7,411.22	7747.12	7,321.25	7,314.60
28	7,610.50	7,431.22	7777.12	7,338.75	7,332.10
29	7,635.50	7,451.22	7807.12	7,356.25	7,349.60
30	7,660.50	7,471.22	7837.12	7,373.75	7,367.10
31	7,685.50	7,491.22	7867.12	7,391.25	7,384.60
32	7,710.50	7,511.22	7897.12	7,408.75	7,402.10
33	7,735.50	7,531.22	7927.12	7,426.25	7,419.60

STAGE	CLASS B 25.00 × 90	CLASS C 20.00 × 35	CLASS D 30.00 × 57	CLASS G 17.50 × 35	CLASS H 17.50 × 35
34	7,760.50	7,551.22	7,957.12	7,443.75	7,437.10
35	7,785.50	7,571.22	7,987.12	7,461.25	7,454.60
36	7,810.50		8,017.12		
37	7,835.50		8,047.12		
38	7,860.50		8,077.12		
39	7,885.50		8,107.12		
40	7,910.50		8,137.12		
41	7,935.50		8,167.12		
42	7,960.50		8,197.12		
43	7,985.50		8,227.12		
44	8,010.50		8,257.12		
45	8,035.50		8,287.12		
46	8,060.50		8,317.12		
47	8,085.50		8,347.12		
48	8,110.50		8,377.12		
49	8,135.50		8,407.12		
50	8,160.50		8,437.12		
51	8,185.50		8,467.12		
52	8,210.50		8,497.12		
53	8,235.50		8,527.12		
54	8,260.50		8,557.12		
55	8,285.50		8,587.12		
56	8,310.50		8,617.12		
57	8,335.50		8,647.12		
58	8,360.50				
59	8,385.50				
60	8,410.50				
61	8,435.50				
62	8,460.50				
63	8,485.50				
64	8,510.50				
65	8,535.50				
66	8,560.50				
67	8,585.50				
68	8,610.50				
69	8,635.50				
70	8,660.50				
71	8,685.50				
72	8,710.50				
73	8,735.50				
74	8,760.50				
75	8,785.50				
76	8,810.50				
77	8,835.50				
78	8,860.50				
79	8,885.50				
80	8,910.50				
81	8,935.50				
82	8,960.50				
83	8,985.50				
84	9,010.50				
85	9,035.50				
86	9,060.50				
87	9,085.50				
88	9,110.50				
89	9,135.50				
90	9,160.50				

1ST SCHEDULE

SALARY SCALE EFFECTIVE FROM 01.11.2004 - 31.10.2005
SALARIES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURE OF RS. 2961.00

COIR MATTRESS, BRISTLE FIBRE AND AGRO CHEMICAL EMPLOYEES

STAGE	GRADE II	INTERMEDIATE	GRADE I	HEAD BAILING PRESS OPERATORS	WATCHERS
	17.50 × 78	20.00 × 78	25.00 × 57	28.00 × 35	22.50 × 35
1	6,859.60	6,872.25	6,884.90	6,884.90	6,878.57
2	6,877.10	6,892.25	6,909.90	6,912.90	6,901.07
3	6,894.60	6,912.25	6,934.90	6,940.90	6,923.57
4	6,912.10	6,932.25	6,959.90	6,968.90	6,946.07
5	6,929.60	6,952.25	6,984.90	6,996.90	6,968.57
6	6,947.10	6,972.25	7,009.90	7,024.90	6,991.07
7	6,964.60	6,992.25	7,034.90	7,052.90	7,013.57
8	6,982.10	7,012.25	7,059.90	7,080.90	7,036.07
9	6,999.60	7,032.25	7,084.90	7,108.90	7,058.57
10	7,017.10	7,052.25	7,109.90	7,136.90	7,081.07
11	7,034.60	7,072.25	7,134.90	7,164.90	7,103.57
12	7,052.10	7,092.25	7,159.90	7,192.90	7,126.07
13	7,069.60	7,112.25	7,184.90	7,220.90	7,148.57
14	7,087.10	7,132.25	7,209.90	7,248.90	7,171.07
15	7,104.60	7,152.25	7,234.90	7,276.90	7,193.57
16	7,122.10	7,172.25	7,259.90	7,304.90	7,216.07
17	7,139.60	7,192.25	7,284.90	7,332.90	7,238.57
18	7,157.10	7,212.25	7,309.90	7,360.90	7,261.07
19	7,174.60	7,232.25	7,334.90	7,388.90	7,283.57
20	7,192.10	7,252.25	7,359.90	7,416.90	7,306.07
21	7,209.60	7,272.25	7,384.90	7,444.90	7,328.57
22	7,227.10	7,292.25	7,409.90	7,472.90	7,351.07
23	7,244.60	7,312.25	7,434.90	7,500.90	7,373.57
24	7,262.10	7,332.25	7,459.90	7,528.90	7,396.07
25	7,279.60	7,352.25	7,484.90	7,556.90	7,418.57
26	7,297.10	7,372.25	7,509.90	7,584.90	7,441.07
27	7,314.60	7,392.25	7,534.90	7,612.90	7,463.57
28	7,332.10	7,412.25	7,559.90	7,640.90	7,486.07
29	7,349.60	7,432.25	7,584.90	7,668.90	7,508.57
30	7,367.10	7,452.25	7,609.90	7,696.90	7,531.07
31	7,384.60	7,472.25	7,634.90	7,724.90	7,553.57
32	7,402.10	7,492.25	7,659.90	7,752.90	7,576.07
33	7,419.60	7,512.25	7,684.90	7,780.90	7,598.57
34	7,437.10	7,532.25	7,709.90	7,808.90	7,621.07
35	7,454.60	7,552.25	7,734.90	7,836.90	7,643.57
36	7,472.10	7,572.25	7,759.90		
37	7,489.60	7,592.25	7,784.90		
38	7,507.10	7,612.25	7,809.90		
39	7,524.60	7,632.25	7,834.90		
40	7,542.10	7,652.25	7,859.90		
41	7,559.60	7,672.25	7,884.90		
42	7,577.10	7,692.25	7,909.90		
43	7,594.60	7,712.25	7,934.90		
44	7,612.10	7,732.25	7,959.90		
45	7,629.60	7,752.25	7,984.90		
46	7,647.10	7,772.25	8,009.90		
47	7,664.60	7,792.25	8,034.90		

STAGE	GRADE II 17.50 × 78	INTERMEDIATE 20.00 × 78	GRADE I 25.00 × 57	HEAD BAILING PRESS OPERATORS 28.00 × 35	WATCHERS 22.50 × 35
48	7,682.10	7,812.25	8,059.90		
49	7,699.60	7,832.25	8,084.90		
50	7,717.10	7,852.25	8,109.90		
51	7,734.60	7,872.25	8,134.90		
52	7,752.10	7,892.25	8,159.90		
53	7,769.60	7,912.25	8,184.90		
54	7,787.10	7,932.25	8,209.90		
55	7,804.60	7,952.25	8,234.90		
56	7,822.10	7,972.25	8,259.90		
57	7,839.60	7,992.25	8,284.90		
58	7,857.10	8,012.25			
59	7,874.60	8,032.25			
60	7,892.10	8,052.25			
61	7,909.60	8,072.25			
62	7,927.10	8,092.25			
63	7,944.60	8,112.25			
64	7,962.10	8,132.25			
65	7,979.60	8,152.25			
66	7,997.10	8,172.25			
67	8,014.60	8,192.25			
68	8,032.10	8,212.25			
69	8,049.60	8,232.25			
70	8,067.10	8,252.25			
71	8,084.60	8,272.25			
72	8,102.10	8,292.25			
73	8,119.60	8,312.25			
74	8,137.10	8,332.25			
75	8,154.60	8,352.25			
76	8,172.10	8,372.25			
77	8,189.60	8,392.25			
78	8,207.10	8,412.25			

1ST SCHEDULE
SALARY SCALE EFFECTIVE FROM 01.11.2004 – 31.10.2005
SALARIES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURE
Of Rs. 2961.00
ENGINEERING TRADE EMPLOYEES

STAGE	UNSKILLED 17.50 × 35.00	SEMI-SKILLED 25.00 × 35.00	SKILLED 30.00 × 67.00
1	6,859.60	6,878.57	6,967.12
2	6,877.10	6,903.57	6,997.12
3	6,894.60	6,928.57	7,027.12
4	6,912.10	6,953.57	7,057.12
5	6,929.60	6,978.57	7,087.12
6	6,947.10	7,003.57	7,117.12
7	6,964.60	7,028.57	7,147.12
8	6,982.10	7,053.57	7,177.12
9	6,999.60	7,078.57	7,207.12
10	7,017.10	7,103.57	7,237.12
11	7,034.60	7,128.57	7,267.12

STAGE	GRADE II	INTERMEDIATE	GRADE I	HEAD BAILING PRESS OPERATORS	WATCHERS
	17.50 × 78	20.00 × 78	25.00 × 57	28.00 × 35	22.50 × 35
12		7,052.10	7,153.57		7,297.12
13		7,069.60	7,178.57		7,327.12
14		7,087.10	7,203.57		7,357.12
15		7,104.60	7,228.57		7,387.12
16		7,122.10	7,253.57		7,417.12
17		7,139.60	7,278.57		7,447.12
18		7,157.10	7,303.57		7,477.12
19		7,174.60	7,328.57		7,507.12
20		7,192.10	7,353.57		7,537.12
21		7,209.60	7,378.57		7,567.12
22		7,227.10	7,403.57		7,597.12
23		7,244.60	7,428.57		7,627.12
24		7,262.10	7,453.57		7,657.12
25		7,279.60	7,478.57		7,687.12
26		7,297.10	7,503.57		7,717.12
27		7,314.60	7,528.57		7,747.12
28		7,332.10	7,553.57		7,777.12
29		7,349.60	7,578.57		7,807.12
30		7,367.10	7,603.57		7,837.12
31		7,384.60	7,628.57		7,867.12
32		7,402.10	7,653.57		7,897.12
33		7,419.60	7,678.57		7,927.12
34		7,437.10	7,703.57		7,957.12
35		7,454.60	7,728.57		7,987.12
36					8,017.12
37					8,047.12
38					8,077.12
39					8,107.12
40					8,137.12
41					8,167.12
42					8,197.12
43					8,227.12
44					8,257.12
45					8,287.12
46					8,317.12
47					8,347.12
48					8,377.12
49					8,407.12
50					8,437.12
51					8,467.12
52					8,497.12
53					8,527.12
54					8,557.12
55					8,587.12
56					8,617.12
57					8,647.12
58					8,677.12
59					8,707.12
60					8,737.12
61					8,767.12
62					8,797.12
63					8,827.12
64					8,857.12
65					8,887.12
66					8,917.12
67					8,947.12

2ND SCHEDULE

EXPORT DEPARTMENT REVISED PRODUCTION NORMS FOR 2005

NO.	TYPE OF BALE/SIZE/WEIGHT	GANG STRENGTH	AGREED NORMS W. E. F. 01ST OCTOBER 2005 BALE BALLOTS		REMARKS
01	M/Fibre 150 Kg (HB) Without Dusting At the Press Floor	19	84		
02	M/Fibre 150 Kg (RB) Without Press Floor Dusting	19	66		
03	B/Fibre 1 Tie / 2 Tie With Gunny Cover	19	70		
04	B/Fibre 1 Tie / 2 Tie Without Gunny Cover	19	72		
05	Omat Fibre 150 Kg Without Press Floor Dusting	19	72		
06	MF (Hoop) 125 Kg Without Press Floor Dusting	19	86		
07	MF (Rope) 125 Kg Without Press Floor Dusting	19	72		
08	Ballots - 25 Kg Filling Into Sacks Only	02		84*	
	Ballots - 12.5 Kg Filling Only	02		130*	
09	MF (HT) 150 Kg HT Fibre Extra Dusting On Press Floor	19	64		
10A	MF 100% HT Or Picked Or 75% HT+25% Picked Without Press Floor, 1. Dusting With M/F loose Ballots	19	80		
10B	MF 100% HT Or Picked Or 75% Ht+25% Picked Without Press Floor Dusting With M/F Ballots	19	84		
11	MF (Roped) 125 Kg Extra Dusting On Press Floor	19	66*		
12	Pressing BF (Mo 1 tie) 25 Kg Ballots Minimum Of 250 Ballots	18		250 ballots × 25 Kg	

* Increased Norms

2ND SCHEDULE

EXPORT DEPARTMENT REVISED LOADING NORMS FOR 2005

NO.	TYPE /SIZE	GANG STRENGTH	HRS
01	MF/BF Bales 20'	10	2 1/2
	MF/BF Bales 40'	11	05
02	BF Ballots 20'	10	04
	BF Ballots 40'	10	08
03	HTMS/STMF 20'	09	1 1/2
	HTMF/STMF 40' (Including Weighing)	09	040
04	CHC 40'	10	08
05	DC - 20' (Without Marking)	08	2 1/2
	DC - 20' (Including Marking)	08	04
	DC - 40' (Without Marking)	10	05
	DC - 40' (Including Marking)	10	08
06	F/C - With Fibre 20'	09	04
	F/C - Tuft Only 20'	09	2 1/2
	F/C - Tuft Only (15'') 20'	09	05
07	Bleaching Chamber (Loading Or Unloading)		
	MF/BF 40' Containers	06	05
	MF - 166 x 150 Kg	11	05
	MF (Rope) 120 x 150 Kg	11	05
	Cut Ends 135 x 150 Kg	11	05
	MF (New York) 135 x 150 Kg	11	05
	MF (Chaina) 146 x 150 Kg	11	05
08	HTMF/STMF 20'	09	02
09	F/C Tuft Only 13'' 20' (700 Bags And Above)	09	3 1/2

2ND SCHEDULE

AGRO DEPARTMENT REVISED PRODUCTION NORMS FOR 2005

Type of Product	Gang Strength	Norms	Remarks
Liquid Refilling into Bottles using Hand Filling Machine			
50 ml	5	1500	
100 ml	5	1500	
200 ml	5	1500	
400 ml	5	1300	
Liquid Refilling into Bottles using Old Double Filling Machine			
200 ml	5	1500	
400 ml	6	1500	

Liquid Refilling into Bottles using New Double Filling Machine			
400 ml	7	1700	
Liquid Refilling into Cans			
1 Litre (Machine)	5	420*	
1 Litre (Manual)	5	375*	
2 Litre (Machine)	4	280*	
2 Litre (Manual)	4	250*	
3 Litre	4	250*	
4 Litre	4	190*	
Powder Refilling to Poly Bags / Alupacks			
50 Gms	5	1000*	} Applicable only for the products without the inner Poly bags
100 Gms	5	1000*	
200 Gms	5	1000*	
500 Gms	5	700	
1 kg	5	700	
2 kg	5	700	
Powder Refilling to Cartons			
No Revision – Hence Norms applicable prior to this agreement will continue as appearing above in the remarks column			
Macksul Re-Packing into Alupacks			
500 Gms	5	1100	
Liquid Refilling into Bottles (Manual)			
50 ml	5	1100	
100 ml	5	1100	
200 ml	5	1100	
400 ml	5	850	
Formulations			
Surfactant 200 Litre	3	4	
Other 200 Litre	3	6	
* Revised Norms			

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

My No. CI/11

The Collective Agreement entered into between Bogala Graphite Lanka Limited, No. 28, Austin Place, Colombo 08, of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 7th November, 2005 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 5.
03rd February, 2006

Collective Agreement No. 26 of 2005

BOGALA GRAPHITE LANKA LIMITED

COLLECTIVE AGREEMENT 2006 - 2008

This Collective Agreement is made on this 7th day of November 2005, pursuant to the Industrial Disputes Act between Bogala Graphite Lanka Limited, a Company duly registered in Sri Lanka having its registered office at No. 28, Austin Place, Colombo 8, (hereinafter referred to as the "Employer") of the one part and Inter Company Employees Union, being a Trade Union duly registered and having its registered office at No. 158/18, E. D. Dabare Mawatha, Colombo 05, (hereinafter referred to as the "UNION") of the other part.

Witnesseth and hereby agreed between the parties as follows :

1. **Title .-** This Agreement will be called and known as Bogala Graphite Lanka Limited " Collective Agreement (CA) 2006 - 2008 ".

2. **Parties Covered and Bound.-** This Agreement shall cover and bind the Employer, the Union and members of the Union who are Employed by the Employer as permanent Employees on the date of signing of this Agreement, and permanent Employees who shall be recruited after the said date, except the Executive and Managerial Staff.

3. **Date of Operation and Duration.-** This Agreement will come into effect from 1st January 2006 and will cover a minimum period of 3 years.

The Agreement will thereafter continue to be in force and will not end till a new Collective Agreement called and known as " Collective Agreement 2009 - 2011 " will be signed, or, till terminated in writing by either party with one month's notice to the others and according to the provisions of the Industrial Disputes Act.

From the date on which the Agreement is signed till 31st December 2005 the Employer will pay for each Employee covered and bound by this Agreement a special allowance amounting Rs. 1250 per month. This special allowance will cease to be in force with effect from 01/01/2006, the date on which the collective agreement will come in to force.

4. **General Terms and Conditions.-** The Terms and Conditions of this Agreement shall as from the date hereafter and during the continuance in force of this Agreement be deemed to be included in all contracts of employment between the Employer and the Employees covered and bound by this Agreement.

5. **Income Structure.-** With effect from the date of operation, the Employer shall secure for each Employee covered and bound by this Agreement the following Income Structure :

- Basic salary in accordance with the approved Salary Scale of the Employer and with the Sri Lankan laws, payable monthly
- Production Incentive (formerly known in Bogala as " PVD "), calculated as shown in the paragraph 7, payable monthly
- Annual Bonus based on productivity targets achievement, calculated as shown in the paragraphs 8, payable yearly in two installments in April and in December.
- Other Statutory payments.

6. **Salary Scale.-** From the date on which the Agreement is signed (November 2005) the following Salary Scale will be implemented :

Manual and Operative Grades :

Grade	Start	Annual increment	Nos. increments	Maximum
SP	8500	300	16	13300
I	7950	285	15	12225
II	7380	265	14	11090
III	7000	240	10	9400
IV	6700	215	9	8635
V	6485	190	7	7815
VI	6195	170	4	6875

Supervisory Grades

<i>Grade</i>	<i>Start</i>	<i>Annual Increment</i>	<i>Nos. increments</i>	<i>Maximum</i>
I	8,500	320	18	14,260
II	7,815	285	19	13,230
III	7,700	250	20	12,700
Trainee	6,195	170	3	6,705

Clerical & Allied Grades

<i>Grade</i>	<i>Start</i>	<i>Annual increment</i>	<i>Nos. increments</i>	<i>Maximum</i>
SP	8,500	300	16	13,300
I	7,950	285	15	12,225
II	7,380	265	13	10,825
III	7,000	240	9	9,160
IV	6,700	215	5	7,775

The Employer will add to each employee's basic salary a sum of Rs. 2,500/= starting from Jan. 2009. From the same moment the Employer will deduct Rs. 2,500/= from the component "A" of the production incentive (see paragraph 7)

7. PRODUCTION INCENTIVE SCHEME (FORMERLY KNOWN AS "PVD")

With effect from the date of operation, the monthly production incentive (PI) will be calculated according to the following formula:

$$PI = (A+B) * (C/D) \text{ where}$$

A = Attendance allow. + Interim allow. + UG allow. + CA allow.

Attendance allowance	= Rs. 500
Interim allowance	= Rs. 400 (considered only for the Underground Division)
Underground allowance	= Rs. 440 for Manual & Operatives in Underground Division Only = Rs. 380 for Supervisory in Underground Division only

CA allowance = as agreed between the Employer and the Union and shown below:

<i>Period</i>	<i>Monthly allowance Rs.</i>	<i>Cummulated Rs.</i>
Months 01 - 12	1,900 / =	1,900 / =
Months 13 - 24	1,500/=	3,400/=
Months 25 - 36	1,600/=	5,000/=

B = rate agreed with the Union shown in the table below (in Rs.)

Manual & Operative Grades

	SP	I	II	III	IV	V	VI
Underground	1,000	950	900	850	800	750	700
Processing	950	900	850	800	750	700	650
Plant Engineering	850	800	750	700	650	600	550
Transport	800	750	700	650	600	550	500
Estate & Admin.	700	650	600	550	500	450	400

Supervisory Grades

I	II	III	Trainee
1150	1100	1050	700

Clerical & Allied Grades

SP	I	II	III	IV
900	850	800	750	700

C = Calculated monthly individual bonus points in Rs. (see calculation in paragraph 8)

D = base point for bonus calculation (see calculation in paragraph 8)

After the implementation of the above scheme, all allowances mentioned in the formula for calculation of "A" will cease their existence as separate allowances.

In the event an employee does not qualify, in a particular month, for the payment of the bonus due to non achievement of the target, the calculated individual bonus will be considered in the formula above.

8. **Annual Bonus Based on Productivity** .- With effect from the date of operation, the Employer and the Union agree upon the following calculation of the Annual Bonus (AB) based on productivity achievements:

AB= Sum of the 12 months individual bonus points (C) in Rs.

For one month, the calculation is shown below

$C = (AP/TP) * D$

Where

AP = Achieved Productivity by individuals or group of individuals established monthly

TP = Targeted Productivity established monthly by the Management for individuals or group of individuals

D = Base point established as follows:

D 2006 = ["OP2005" / "OP2004"] * 1275

D 2007 = ["OP2006" / "OP2005"] * D 2006

D 2008 = ["OP2007" / "OP2006"] * D 2007

Where

OP2004 - 2007 = Overall Productivity in each of the years 2004, 2005, 2006, 2007 calculated with the formula:

$OP = ROM/MS$

Where

ROM=Yearly underground graphite production in[Kg]

MS =Total number of man shifts performed by all employees in the year

The Annual Bonus points are calculated each month for each employee and if qualified, the equivalent in Rupee value will be paid, each year as follows:

In April - December [previous year] to March

In December - April to November

To qualify for yearly payment, an individual's or a group's monthly ratio [AP/TP] shall be equal or greater than 1.

1C point = Rs. 1

9. **Absorption to Permanent Cader**.- From the date on which the Agreement is signed the Employer shall absorb in to the Permanent Employees Cader the Temporary or Contract employees in service at that date and who were recruited before 6th May 2004.

10. **Welfare Facilities**.- With effect from the date of operation, the following welfare facilities will be altered or provided as follows:

1. The scholarship granted for the University Education to the qualified children of the Employees will be increased from Rs. 2000 to Rs. 2,500.

2. When, and if passing, the Grade 5 exam, a scholarship of Rs. 1,000 only will be granted to the qualified children of the employees.
3. A gift up to the value of Rs. 500 will be given to each employee who will be retiring after reaching the age of 55/60.
4. The Employer will introduce the price control for the sales of the food products in the Workers' Canteen to assure a correlation with the prices practiced outside the Company. The Company's Estate products will be sold through the Canteen or given to the Employees for ceremonies.
5. In the event of a death of an Employee, the funeral expenses paid by the Employer to an immediate family member of the Employee, will be increased from Rs. 15,000 to Rs.17,000 in addition a payment of Rs. 25,000 is provided from the Company's insurance coverage.
6. The Distress Loan will be granted within a period of one month after receiving the required details, in accordance with the currently established regulations. The minimum amount of the loan will be Rs. 100,000 provided that the calculated payback installment doesn't exceed 40% from the basic salary.
7. On two consecutive nonworking days of the year 2007 and 2008, the Union will organize a trip for all employees who wish to join and the Employer will pay for transport, food and accommodation to the tune of Rs. 250000. However, if the total cost of the trip is exceeding the above amount a reasonable portion of the additional cost, determined by negotiation at that time, will be born by the Employer.

All the other welfare facilities agreed upon in the "CA 2002-2005" and not altered above will be continued as agreed previously.

11. **Safety Equipment.**— The Employer shall supply to each employee the Safety Equipment established as necessary in accordance with the Company regulations and the Union agrees to convince the employees to wear it, failing which the Employer is entitled to take disciplinary action against such employees.

12. **Working Hours and Arrangements.**— Depending on exigencies of business. the Employer is entitled, in consultation with the Union, to change the current working hours of the Company.

The Union agrees that when all the preparative action is completed, the Underground Employees will work continuously at working places, in this regard, the Employer will provide a free light meal at the beginning of the shift to be taken and consumed at the working place, in addition a main meal will be provided to each employee on surface, at the Company's Canteen, at the end of the shift.

The Union also agrees to comply with the Main Shafts riding schedule introduced by the Employer.
The details regarding the above are given in the Annex I.

13. **Unauthorised Absence.**— The following schedule will apply with regard to unauthorized absence. The prevailing disciplinary action for unauthorized absence will be applicable on a pro rata basis.

01 to 12 months	12 Days
13 to 24 months	10 Days
25 to 36 months	10 Days

14. **Medical Certificate on Grounds of Sickness/Injuries.**— The Union agrees that only Government Hospitals Medical Certificates are to be considered to justify absence due to sickness or injuries.

15. **Transfers.**— It is a condition of employment that every employee is liable to be transferred from one Mine of the Employer to another or from one Department/Section to another. If the Management is of the opinion that training is necessary, such training will be given to the employees. A transfer will not affect the salary of the employee. However the allowances, incentives or bonus payments will be according to the schemes applicable to that particular Department / Section to which the employee has been transferred.

Without any deductions to the salary an Underground employee will be entitled only on medical grounds to be transferred to the Surface for a maximum period of two weeks, if the period exceeds two weeks the salary will be subject to a reduction according to the presence scheme that is in operation. This is applicable only for personal sickness covered by relevant medical certificates.

16. **Half Day's Leave.**— The present scheme applicable under the collective agreement 2002-2005 will be continued.

17. **Disciplinary Action.**— The employees shall be covered and bound by the current Disciplinary Procedure of the Company.

18. **Trade Union Action.**— The Union and its members and the employees covered and bound by this agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute covered by this Agreement.

19. **Interpretation.**— if any dispute arises regarding the interpretation of this Agreement, parties agree to refer the matter to the Commissioner - General of Labour and abide by the ruling given by him.

IN WITNESS HEREOF PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS 07TH DAY OF NOVEMBER, 2005 AT COLOMBO.

For and on behalf of
BOGALA GRAPHITE LANKA LIMITED

Name: J. C. P. JAYASINGHE

Designation: Vice-Chairman—CEO

WITNESSES:

(Sgd.)

POPESCU GABRIEL

For and on behalf of
INTER COMPANY EMPLOYEES' UNION

Name: PIYADASA GAMAGE

Designation: Vice - President I. C. E. V.

WITNESSES:

(Sgd.)

S. A. J. සංකපාල ශාඛා සභාපති

Annexure I

TIME SCHEDULE OF UNDERGROUND WORKING ACTIVITIES FOR COLLECTIVE AGREEMENT 2005 / 2008

(3 Deck Lift Cage Riding)

Serial No.	Description of Activities	1st Shift			2nd Shift		
		Start	End	Duration Hrs. Min.	Start	End	Duration Hrs. Min.
1.	Arrival of the Bus	—	6.45 A.M.	—	—	2.15 P.M.	—
2.	Card Punching / Partaking of breakfast / Lunch	6.45 A.M.	7.15 A.M.	00.30	2.15 P.M.	2.45 P.M.	00.30
3.	Getting ready for the work (Hanging tag, Muster, Dressing, etc.)	7.15 A.M.	7.30 A.M.	00.15	2.45 P.M.	3.00 P.M.	00.15
4.	Alfred Shaft riding (First Section)	7.30 A.M.	7.45 A.M.	00.15	3.00 P.M.	3.15 P.M.	00.15
5.	5th Pit riding (Down) (3 times riding × 16 minutes)	7.45 A.M.	8.25 A.M.	00.40	3.15 P.M.	3.55 P.M.	00.40
6.	Walking from Shaft Collar of each level to working place	8.25 A.M.	8.32 A.M.	00.07	3.55 P.M.	4.02 P.M.	00.07
7.	Time period for working	8.32 A.M.	1.25 P.M.	04.53	4.02 P.M.	8.55 P.M.	04.53
8.	Coming back to Shaft Collar from working place	1.25 P.M.	1.30 P.M.	00.05	8.55 P.M.	9.00 P.M.	00.05
9.	5th Pit riding (Up) (2 times riding × 10 minutes)	1.30 P.M.	1.45 P.M.	00.15	9.00 P.M.	9.15 P.M.	00.15
10.	Alfred Shaft riding (Second Section)	1.45 P.M.	1.54 P.M.	00.09	9.15 P.M.	9.24 P.M.	00.09
11.	Bathing / Dressing & Other activities	1.54 P.M.	2.15 P.M.	00.21	9.24 P.M.	9.45 P.M.	00.21
12.	Partaking of meal	2.15 P.M.	2.45 P.M.	00.30	9.45 P.M.	10.15 P.M.	00.30
13.	Card Punching	2.45 P.M.	3.05 P.M.	00.20	10.15 P.M.	10.35 P.M.	00.20
14.	Departure of the Bus	3.05 P.M.	—	00.00	10.35 P.M.	—	00.00

Annexure I

RIDING SCHEDULE OF 5TH PIT LIFT CAGE FOR COLLECTIVE AGREEMENT 2005 / 2008

	1st Shift				No. of Ri- dings	Time for the Riding	2nd Shift			
	Start		End				Start		End	
	Time	Level	Time	Level			Time	Level	Time	Level
Transport of workers / Supervisors to the U / G & transport of trolleys	7.45 A.M.	72 fm	8.25 A.M.	205 fm	2½	16	3.15 P.M.	72 fm	3.55 P.M.	205 fm
Supply of materials / services & transport of trolleys	8.25 A.M.	205 fm	9.25 A.M.	240 fm	3	20	3.55 P.M.	205 fm	3.55 P.M.	240 fm
Transport of trolleys & water bunkers	9.25 A.M.	240 fm	10.29 A.M.	240 fm	4	16	3.55 P.M.	240 fm	5.59 P.M.	240 fm
Inter-level transport / riding of half-day leave takers & miners of other physical requirements	10.29 A.M.	240 fm	10.37 A.M.	72 fm	½	16	5.59 P.M.	240 fm	6.07 P.M.	72 fm
Transport of trolleys	10.37 A.M.	72 fm	12.13 P.M.	72 fm	6	16	6.07 P.M.	72 fm	7.43 P.M.	72 fm
Transport of explosives / inter-level transport & riding of miners of other physical requirements	12.13 P.M.	72 fm	12.29 P.M.	72 fm	1	16	7.43 P.M.	72 fm	7.59 P.M.	72 fm
Transport of trolleys	12.29 P.M.	72 fm	12.37 P.M.	240 fm	½	16	7.59 P.M.	72 fm	8.07 P.M.	240 fm
Inter-level riding of Explosive Takers / transport of trolleys	12.37 P.M.	240 fm	12.53 P.M.	240 fm	1	16	8.07 P.M.	240 fm	8.23 P.M.	240 fm
Riding of Explosive man & workers for cutting SH rails & timber	12.53 P.M.	240 fm	1.01 P.M.	72 fm	½	16	8.23 P.M.	240 fm	8.31 P.M.	72 fm
Transport of trolleys	1.01 P.M.	72 fm	1.25 P.M.	72 fm	2	12	8.31 P.M.	72 fm	8.55 P.M.	72 fm
Transport of empty trolleys / lift cage going down for men riding up	1.25 P.M.	72 fm	1.30 P.M.	240 fm	½	10	8.55 P.M.	72 fm	9.00 P.M.	240 fm
Workers / Supervisors coming up & transport of empty trolleys	1.30 P.M.	240 fm	1.45 P.M.	72 fm	1½	10	9.00 P.M.	240 fm	9.15 P.M.	72 fm