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අති විශේෂ EXTRAORDINARY

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No. 1541/10 – TUESDAY, MARCH 18, 2008

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/335

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE Collective Agreement entered into between, Ceytra Limited No. 36, D. R. Wijewardena Mawatha, Colombo, 10 of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 11th January, 2008 is hereby published in terms of Section 06 of the Industrial Disputes Act Chapter 13, Legislative Enactments of Ceylon (Revised Edition 1956).

D. Somaweera Edirisinghe,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
2008.

Collective Agreement No. 01 of 2008

THE COLLECTIVE AGREEMENT made under the INDUSTRIAL DISPUTES ACT this Eleventh Day of January Two Thousand and Eight to take effect from the First Day of January Two Thousand and Eight.

Between

CEYTRA LIMITED, a Company having its registered office at 36, D. R. Wijewardena Mawatha Colombo 10 (Hereinafter referred to as “THE EMPLOYER”) of the ONE PART and INTER COMPANY EMPLOYEES’ UNION, a Trade Union duly registered under the Trade Unions’ Ordinance, and having its registered office at 158/1, E. D. Dabare Mawatha, Colombo. (Hereinafter referred to as “THE UNION”) of the OTHER PART.

Witnesseth, and it is hereby agreed between the parties referred to above, as follows:

Title

This Agreement shall be known and referred to as "THE CEYTRA MANUAL WORKERS' COLLECTIVE AGREEMENT OF 2008.

PART I

1. **Persons Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and all Manual Workers who are members of the Union and are employed on contracts of employment.

2. **Date of Operation And Duration.**— This Agreement will be effective from the First day of January, Two Thousand and Eight and shall thereafter continue in force until it is determined by either party giving one month's notice in writing to the other, subject to the provision that one party hereto shall not give such notice to the other party to commence before the first day of December Two Thousand and Ten and such notice shall not expire before the Thirty First day of December Two Thousand and Ten.

3. **Earlier Agreement.**— This Agreement shall supercede and replace the provisions of the Ceylon Manual Worker's Collective Agreement 2005.

4. **General Terms And Conditions of Employment.**— During the continuance in force of this Agreement the terms and conditions of the Agreement shall be included in each Contract of Service between the Employer and the Employee covered and bound by this Agreement, whether such Contract of Service be written or oral which was subsisting on the date hereof or which shall come into being any time after the date hereof during the continuance in force of this Agreement.

5. Management Union Co-operation

(i) The Union and Employees agree that the following matters are the rights and responsibilities of the Management.

Selection, placement, deployment, transfer and promotion, determination of shifts and working hours; planning and controlling of all operation; introducing new products or machinery; up-grading of existing facilities; change of production methods and systems; expansion or relocation of production facilities; establishment of quality standards and production norms; maintenance and improvement of productivity/efficiency and the consequences thereof and maintenance of discipline in the work place.

(ii) The Union and Employees will co-operate with the Employer in the aforesaid matters.

(iii) Without prejudice to the Employer's rights in this regard, the employer will discuss the aforesaid matters with the Union if latter so desires.

6. Mobility of Labour And Productivity

(i) Employees will work to machine capacity in order to achieve optimum productivity.

(ii) If at the factory, store, mill or job, work is temporarily not available for an employee (male or Female) in his/her occupation, he/she will be ready and willing to perform work within his/her capacity or skill in any other occupation where work is available.

(iii) Employees will carry out any ancillary work such as cleaning of machines, cleaning of work areas, cleaning of equipment/tools used in day to day work.

7. Working Hours

(i) Normal working hours will not exceed;

(a) Forty Five hours per week,

(b) Nine Hours on Five days of a week inclusive of *one hour interval*

(c) Six hours on the Sixth day inclusive of *one hour interval*

(ii) An employee will not cease work until the designated official closing time except during designated intervals.

8. Probation

Every employee recruited by the Employer will serve a period of probation of six (06) months. The period of probation may be extended. During the period of probation or extended probation, the Employer will be entitled to terminate the services of the Employee without notice.

9. Overtime

- (i) If required by the Employer, an Employee will work reasonable period of overtime authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation acceptable to the Employer will render the Employee liable to disciplinary action.
- (ii) Work in excess of normal working hours will be remunerated at one and a half times the normal hourly rate.

10. Attendance

- (i) Unless otherwise specifically instructed by the Employer, an Employee will present himself/herself for work on every day (other than a holiday or on a day he/she is on approved leave) at the usual starting time of the factory, store, mill and will remain available for work throughout the normal working hours.
- (ii) Irregular attendance or unpunctuality will constitute misconduct in respect of which an employee will be liable for disciplinary action.

11. Leave and Statutory and Weekly Holidays

- (i) *Annual Leave.* - Annual leave will be computed in accordance with the decisions of the Wages Board for the Rubber and Plastic Goods manufacturing Trade. Annual Leave may be taken on days mutually convenient with prior approval.
- (ii) *Casual leave.* - In respect of each year of employment during which an employee has been continuously in employment he/she will be entitled to take a private business or other reasonable cause including ill health, If his/her entitlement of Sick leave has been fully utilized, 7 days Casual Leave with pay. Provided however that not more than 2 days Casual leave will be taken at any one time, except on grounds of ill health. Casual leave will not be granted immediately proceeding or immediately following any period of Annual Leave. In respect of the first year of employment an employee will be entitled to Casual Leave for that year computed on the basis of one day for each completed period of 2 months service. A year of employment will mean the period January to December. Casual Leave will normally be granted on prior application without the Employee being required to state reason for the application. Where the Employer finds it difficult to grant leave, the difficulty will be notified to the Employee as soon as possible after the application is made. If due to unforeseen circumstances, the employee is unable to make prior application, and is also unable to report for work, the Employee must endeavour as far as practicable to inform the Employer on the very same day of his inability to attend work. If no information is received and the reasons for failure to notify are also unsatisfactory, the Employer is entitled to refuse an application made subsequent to the absence.
- (iii) *Sick Leave.* - An employee who has or completed 5 (five) years of service will be entitled to 14 (fourteen) days Sick Leave per Calendar Year and other employees will be entitled to Seven (7) days Sick Leave per Calendar Year provided;
 - (a) Absence on grounds of ill-health is supported by a Medical Certificate from a registered Medical Practitioner, acceptable to the Management.
 - (b) The Employee informs the Employer his inability to attend work on the very same day of absence by telegram, telephone or any other means.
 - (c) An Employee who has been on probation will as from the date of confirmation and in respect of the remainder of the year be entitled to Sick Leave pro-rata to the number of months in employment in that year.
- (iv) *Statutory holidays*
 - (a) Weekly Holidays and Statutory Holidays will be granted in accordance with the provisions in the Wages Board for Rubber and Plastic Goods manufacturing Trade.
 - (b) An employee may be called upon to work on any weekly or statutory holiday and such work will be remunerated in accordance with the provisions in the Wages Board for Rubber and Plastic Goods Manufacturing Trade.

12. Monthly Consolidated Wages from 01/01/2008 to 31/12/2010. - The Employer agreed to revise the wages of permanent employees covered and bound by this agreement in the following manner.

- (i) All permanent employees will be entitled to a wage increase of 8% for the first year commencing from 01/01/2008 to 31/12/2008.

- (ii) In order to recognize the seniority of Employees a service increment of Rs. 45 per employee/per year will be paid based on the number of years service up to 31st Dec. 2007. This wage adjustment will be made as once and for all payment in January and the revised basic salaries under this clause will be effective from 1st January 2008.
- (iii) Employees will be entitled to a wage increase of 12% for the period 01/01/2009 to 31/12/2009.
- (iv) Employees will be entitled to a further wage increase of 12% for the period 01/01/2010 to 31/12/2010.
- (v) During the pendency of this Agreement, other than the wage increases mentioned in sub clauses (i), (ii), (iii) and (iv) above, there will be no wage increase or adjustment by way of annual increments or allowances.
- vi. There will be a change in the grades of employees and the four grades will remain unaltered i.e. Grade 1 – Unskilled, Grade 11 – Semi skilled, Grade 111 – Skilled and Special Grade. Criteria for selection promotion from one grade to another will be solely determined by the management. However, an aggrieved employee may seek redress under the grievance settlement procedure in Part 11 Clause 4 of this Agreement.
- vii. If during the continuance in force of this agreement the minimum wages under the Wages Board for the Rubber & Plastic Goods Manufacturing Trade are revised or a wage increase is prescribed by law then such increase will be limited to the shortfall in the quantum of the wages received by an employee at that date and the quantum of increase, so prescribed.

13. **Shift Differential.** – Each employee is required to do a work shift on any working day which commence at 1400 hours or later shall be paid a shift differential of Rs. 40 per day effective during the enforcement of this Agreement.

14. **Attendance Bonus.** – The Employer will pay in each succeeding month an Attendance Bonus computed in the following manner.

(a) No. of days present at work per month	Rate per day (Rs.)		
	Year. 2008	2009	2010
01–19	Nil	Nil	Nil
20–22	20	25	30
23–24	33	38	43
25 or all working days of the month	40	45	50

- (c) This payment will not attract consequential benefits
- (d) Only full working days are counted
- (e) Number of Work days on Public Holidays, Weekly Holidays or Poya Days is counted as days worked.
- (f) Absence on sick leave approved on account of a factory accident or duty leave will be counted as “present”.

15. **Production Bonus.** – The Employer will pay in each succeeding month a “Daily Production Incentive” computed as follows:–

i. Daily / Monthly Production Bonus

- (a) For Rubber Band Production and Rubber Band Sorting & Packing Section

a-i Normal Production Bonus Daily

For all employees, the Daily Production Bonus would be as follows:

$$8 \text{ hours shift} = X * 0.035/2 * Q$$

$$12 \text{ hours shift} = X * 0.035/*Q$$

X is the monthly consolidated basic salary.

Q is the percentage of salable quantity

a-ii Additional Production Bonus monthly

Additional production bonus will be paid based on extruded monthly production of salabe quantities.

25.0 MT and above salabe quantity will pay at Rs. 50/00 per month for each additional 1.0 MT per employee

(b) Moulded Rubber Production, Sorting and Packing Section

b-i Normal Production Bonus - Daily

For all employees, Daily Production Bonus as follows:

8 hours shift = $X * 0.035 / 2 * Q$

12 hours shift = $X * 0.035 * Q$

X is the monthly - consolidated basic salary

Q is the percentage of salable quantity

b-ii Additional Production Bonus - Monthly

Additional production bonus will be paid based Moulded monthly production of salable quantities.

22.5 MT and above salabe quantity - Rs. 50/00 per month for each

2.5 MT per employee

4. **Chemical and Raw Material Weighing Section.** - Similar to (a) Rubber Band Production, sorting and packing Section with the same 'Q' factor.

d. **Compounding.** - Similar to (a) Rubber Band Production, Sorting and Packing Sections with the same "Q" factor.

ii. Daily Production Norms.

(a) For Rubber Band production, Rubber Band Sorting and Packing, Chemical Weighing and Compounding Section will be as attached schedules (Ref. Schedules i, ii, iii, iv and v)

(b) For Moulded Rubber Production and Calendering Section

Day, the Daily Production Norms will be displayed in the Notice Board for the information of the employees.

iii. Employees in Sections Not directly invollved in production

Normal Production Bonus - 8 hours = $0.0175 * \times * Q$
10 hours = $0.025 * \times * Q$

16. **Medical Expenses Reimbursement Scheme.** - The Medical expenses Reimbursement Scheme in respect of employees covered and bound by this Agreement will be as follows:

The limit of reimbursement per calendar year per employee will not exceed Rs. 1600/=, Rs. 1800/=, Rs. 2000/= in the years 2008, 2009 and 2010 respectively.

17. Salary Advances

17.1 Festival Advance

(i) The Company will grant an interest free Festival Advance to employees covered by this Agreement equivalent to maximum of a month's salary (rounded to the nearest Rs. 100/=) subject to the following terms and conditions.

(ii) The Festival Advance will be recovered in 10 monthly instalments through the payroll.

(iii) The Festival Advance may be withheld for disciplinary reasons or for breach of contractual obligations.

(iv) Employees shall have the option to obtain the festival Advance in either March or December of each year.

17.2 General Purpose Advance

- (i) The Company will grant an interest free General Purpose Advance of Rs. 5000/= to employees with over 5 years of service subject to the following terms and conditions.
- (ii) The General Purpose Advance will be recovered in 10 monthly instalments through the payroll.
- (iii) The General purpose advance may be withheld for disciplinary reasons or for breach of contractual obligations.
- (iv) The procedure for application and grant the General Purpose Advance will be drawn up by the Management and made known to the Union.

18. Excursion Allowance and Advance

- (i) An excursion allowance of Rs. 1600/=, Rs. 1800/= and Rs. 2000/= will be paid to each employee who has more than 1 years' service in February of each year 2008, 2009 and 2010 respectively.
- (ii) The excursion advance of Rs. 2000 will be paid in 2008, 2009, 2010 and will be recovered in 10 monthly instalments within the same year from the payroll.
- (iii) The procedure for application and grant of the Excursion Allowance and Advance will be drawn up by the Management.

19. Suspension

- (i) An employee may be suspended from work without pay pending disciplinary action being taken against him on misconduct, which is serious enough to warrant termination of services.
- (ii) An employee may be suspended from work without pay as a punishment for misconduct, after due inquiry, for a reasonable period of time.

20. **Warnings.** - If in the opinion of the Employer an offence warrants a warning, the same will be conveyed to the Employee by a letter.

21. **Retirement.** - Upon reaching the age of 55 years, an Employee will *ipso facto* retire and cease to be employed thereafter. There will be no obligation on the Employer to give notice of retirement.

22. Settlement of Disputes and Trade Union Action.

- i. During the operation of this agreement, any dispute arising from matters relating to this Agreement or any dispute arising from matters not covered by this Agreement will be resolved through discussion and without resorting to any strike, go-slow, boycott, demonstration or restriction of overtime or any other form of Trade Union Action.
- ii. In the first instance, the Branch Union will discuss the matters in dispute with the Management.
- iii. If no settlement is possible, the matters in dispute will be discussed between the Parent Union and the Management under the aegis of the Employers' Federation of Ceylon.
- iv. If all such discussions fail, the matters in dispute may be referred to the Commissioner of Labour for conciliation.
- v. If the matters in dispute are not resolved through conciliation, then the dispute may be referred to Voluntary Arbitration.
- vi. Nominating an Arbitrator and Terms of Reference will be agreed upon mutually by the Union and the Employer. If mutual agreement is not possible, the Commissioner of Labour will name the Arbitrator and the Terms of Reference.
- vii. Provided however, that disciplinary action taken against an employee will not be a dispute within the meaning of this subclause for the purpose of voluntary arbitration.
- viii. On any dispute, which involves the interpretation of this Agreement, the decision of the Commissioner of Labour will be final and binding on both parties.

23. **Forfeiture of Wages.**— Unless for good cause shown to the employer's satisfaction, an Employee fails to hold himself/herself available for work throughout the normal working hours on each working day he/she and the Employer will be entitled to deduct from his/her wages for the period from the time at which such failure occurs until the time at which he is again available for work.

24. **Profit Sharing Bonus Scheme**

- i. The company will allocate 10% of the Pre-Tax Profit for the financial year for distribution among all permanent employees in the Company as a "Profit Sharing Bonus."
- ii. Audited accounts will be accepted by both parties in determining the quantum of pre-tax profit each year. The financial year of the company is 1st January, to 31st December.
- iii. This Profit Sharing Bonus will be paid to employees in two (2) installments.
 - (a) An amount equivalent to one month's salary will be paid in November each year as an advance.
 - (b) The final net balance payment (after deducting the advance paid in (a) above) as computed in accordance with (iv) below will be made in April, by which time the audited accounts will be available.
 - (c) If there is no final payment due, the advance paid in (a) above will be written off and not recovered from the employees.
- iv. The final net balance payable expressed in number of months salary will be determined as follows:
 - (a) $\frac{10\% \text{ of Pre-Tax Profit}}{\text{* Av. Monthly wage bill for the financial year}} - \text{minus 1 (one) = Profit ratio.}$
 - (b) $\text{*Consolidated Salary X Profit Ratio = Individual Profit Share of employees.}$
(*Salary on which Provident Fund is calculated)
 - (v) 5% of the individual profit share will be reduced for each day of absence without pay. There will be no grace period on absence. The Management reserves to itself the right to make this reduction either from the advance payment made in december or from the final payment made in April.
 - (vi) Receipts of the Profit Sharing Scheme will be as follows:
 - (a) Permanent employees i.e. Managerial/Executive staff, Clerical/Supervision and Minor Staff and manual Workers (excepting Casual/Temporary employees), who have been in employment during the full financial year in respect of which the share is paid and who are in employment at the time the share is paid.
 - (b) Permanent employees who have been in employment for only part of the financial year in respect of which the share is paid and who are in employment at the time the share is paid. Such employees will receive a share proportionate to the number of complete months in service during the financial year.

25. **Variation of Terms and Conditions of Employment or Benefits.**— In the event of any conflict or inconsistency between the matters provided for in this agreement and any pre-existing terms or practices the terms of this Agreement shall prevail during the continuance in force of this Agreement, The Union and its members and the Employer shall not seek to vary, alter or add to all or any of the terms and conditions of employment.

PART II

CONTAINING FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Breaches of Collective Agreement.**— If in the opinion of the Employer and the Employers' Federation of Ceylon, the Union or its members have committed a breach of the Agreement, the Union will cease to be entitled to enjoy the facilities and concessions granted in the succeeding clauses of this part and such facilities and concessions will stand withdrawn without prejudice to the Employer's right to restore them upon such terms and conditions as it may determine.

2. **Duty Leave.**— The following provision shall apply to duty leave:
without Prejudice to the right of the Employer to refuse to grant permission, the Employer will generally grant permission for not more than three office bearers of the Union.

- (a) To be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the employer and the Union.

or

- (b) To attend inquiries before Industrial Court, Arbitrations or Labour Tribunal.
- (c) To attend meetings of the Parent Union on not more than two occasions *without loss of wages for such absence*.

3. Check Off

- (i) Subject to Clause (1) hereof, the Employer on a written request from an employee covered and bound by this Agreement, will deduct from the wage due to such employee, the current monthly Union dues to be payable monthly by the Employee to the Union.
- (ii) The employer will remit the amount so deducted to the Union within the month following such deduction.
- (iii) Request for deduction of Union dues must be made in writing referred to as the Authorization Form, set out in the First Schedule hereto.
- (iv) Every employee shall be entitled to withdraw his agreement to check-off at any time by signing and submitting the Revocation Form, set out in the second schedule.

4. Grievance Settlement procedure

- (i) Where an employee wishes to make representation in respect of a grievance or dispute or any other matter, such employee, in the first instance, shall discuss the matter with the Factory Management.
- (ii) If the matter, in the opinion of the employee, is not satisfactorily resolved the employee together with a Representative of the Branch Union will discuss the matter with the Chief Operating Officer of the Company.
- (iii) If the matter is still not resolved, the Parent Union will make representation to the Employers' Federation of Ceylon, and discuss the matter with a view to arriving at a reasonable settlement.

.....
For and on behalf of
M/S. CEYTRA LIMITED
K. P. L. Pintoo

Witness to the Signature

Signature: G. Amal De Silva

Name: G. A. De Silva

For and on behalf of INTER COMPANY
EMPLOYEES UNION
සෝමදාස විරතුංග
පරිපාලන ලේකම්,

Witness to the Signature:
of the said Mr.

Signature:

Name: ඒ. ඒ. විරතුංග

FIRST SCHEDULE

Authorization

As I am an employee covered and bound by the Cetra Limited Manual Workers' Collective Agreement of 2008, I desire to avail myself of the facility for the check-off contained in the Collective Agreement to which I am eligible as a member of INTER COMPANY EMPLOYEES UNION.

Please deduct from my wages each month a sum of Rupees (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 be made from wage next due immediately following the date hereof.

.....
 Date of Signing Signature of Employee

Full name of Employee

Second Schedule

Revocation

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of INTER COMPANY EMPLOYEES UNION with effect from the wages next to me immediately following the date hereof.

Date of Signing Signature of Employee

.....
 Full name of Employee

Received on.....
 To be filled by Employer

Schedule 1

WORKING TARGETS

WEIGHING ROOM

Time	No. of Batches
08 Hours	33
12 Hours	49

COMPOUNDING SECTION

Filer WT Kg.	Milling Time (min)	No. of Batch (12hrs.)
0.000 - 1.000	20	36
1.001 - 2.500	22	32
2.501 - 3.500	27	26
3.501 - 7.500	28	25
7.501 - 12.500	30	24
12.500 - Above	4	18

* Above target (12 hrs) + 20 min + 01 batch increased.

Compounds mixing targets

Compounds containing Calcium (CaCO₃) compounds mixing targets increased

- | | |
|------------------------|------------------|
| (1) Local Crepe | (5) Door stopper |
| (2) Local multi colour | (6) Busan band |
| (3) Pallert Strap | (7) Arpico band |
| (4) Hose over flow | (8) etc. |

My No. CI/1762.

THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

The Collective Agreement entered into between, Royal Porcelain (Pvt) Limited, No. 10, R. A. De Mel Mawatha, Colombo 03 of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 11th January, 2008 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. Somaweera Edirisinghe.
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
4th March, 2008

COLLECTIVE AGREEMENT NO. 02 OF 2008

COLLECTIVE AGREEMENT

This Collective Agreement made this 11th day of January Two Thousand and Eight Pursuant to the Industrial Disputes Act between **Royal Porcelain (Pvt) Limited**, a Company duly registered in Sri Lanka under the Companies Ordinance and having its registered office at No. 10, R. A. De Mel Mawatha, Colombo 3, (hereinafter referred to as ("**the Employer**") of the One part and **The Inter Company Employees' Union** a Trade Union duly registered under the Trade Unions Ordinance and having its registered office at No. 158/18, E. D. Dabare Mawatha, Colombo 5 (hereinafter referred to as ("**the union**") of the Other part, Witnesseth and it is hereby agreed between the parties as follows.

Title : This Collective Agreement shall be known and referred to as the **Royal Porcelain (Pvt) Limited, Horana Manual Workers' Collective Agreement of 2007.**

Registration: An application will be made by the Employer to the Commissioner of Labour for Registration of this Agreement under the Industrial Disputes Act.

1. ***Employer Covered and Bound***
Royal Porcelain (Pvt) Limited, Horana.

2. ***Employees Covered and Bound***
This Agreement will cover and bind the Union and it's members employed in the manual grades who are in serve with the employer, as at the date of signing this Agreement.

1-5

3. ***Date of Operation and Duration.***— This Agreement shall be effective from the 01st day of December 2007 and shall continue to be in force unless it is terminated by either party with three (3) months notice to the other in writing provided however, that no such notice shall be given by either party prior to 01.12.2010 and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 30th November 2010 Any notice of terminaton given by a party prior to the 01st of December 2010 shall have no effect what-so-ever.

4. **Salary.**— The employer shall increase the salaries of all employees covered and bound by this Agreement as follows:

- (i) Rs. 1500 with effect from 1st December 2007
- (ii) Rs. 1250 with effect from 1st December 2008
- (iii) Rs. 1500 with effect from 1st December 2009 which would be for the period of 1st December 2009 to 30th November 2010.

The management agrees to pay a notional arrears of Rs. 1000 per month for the months of August, September, October, November 2007 i.e. 4 months, such notional arrears would not attract EPF, ETF, gratuity or any other statutory matters.

5. **Increment.**— The minimum rate will be Rs. 150 and the maximum rate will be Rs. 400. The Union and Branch Union agree that they would not make any demands in respect of salary increments which would be solely at the discretion of the management.

6. **Annual Bonus.**— The Union and Branch Union agree that the present method of calculating the annual bonus that is a percentage of 7.4 would remain same.

7. **Leave Entitlement.**— The leave entitlement will be granted according to the provisions of the law as specified in the ceramics products manufacturing trade under Wages Boards Ordinance.

8. **Holidays.**— On account of Sinhala and Tamil New Year, the Company will grant only the holidays prescribed as per the decisions of the Wages Boards Ordinance. Any holidays granted in addition to that would be at the sole discretion of the management.

9. **Casual Workers.**— Absorbing casual workers to the permanent cadre of the factory will be done on satisfactory performance, attendance and as per the requirement of the factory and this would be at the sole discretion of the management.

10. **Stitching Charges for Uniforms**

- (i) Rs. 300 per trouser
- (ii) Rs. 600 per overall

The Company will ensure the quality of safety shoes.

11. The Union and the employees agree with the Employer that in the event of any industrial dispute, not covered by this Agreement that

may arise during the pendency of this Collective Agreement, they shall endeavour to have it settled according to the following Disputes Procedure.

- (a) The Management and the employees shall discuss the matter directly in the first instance (at the factory level).
- (b) If no settlement is reached, the matter shall be discussed at the Employers' Federation of Ceylon, with the participation of the Parent Union.
- (c) If after such discussions, the matter is not resolved, the dispute shall be referred to the Department of Labour for conciliation and settlement.
- (d) If all of the above steps fail, the matter shall be referred by the parties for voluntary arbitration under the Industrial Disputes Act, by a retired Judge of the District Court or Appeal Court as decided by the Commissioner of Labour. The decision of the Arbitrator will be final and binding on both parties.

12. The Union and its members shall co-operate with the Company in the maintenance of discipline, avoidance of waste, maintenance of safe working conditions, improvement of quality, improvement of productivity and securing efficiency in such manner as to augment the competitive strength of the Company.

13. Subject to what is stated in the Collective Agreement, the Employer will continue to extend to employees all existing terms and conditions of employment.

14. In the event of an inconsistency between the Sinhala and the English translation of this Agreement, the English version will prevail as the correct version and will be binding on parties.

Witness hereof, the parties hereunto set their hands on this 11th day of January Two Thousand and Eight.

.....
For and on behalf of
Royal Porcelain (Pvt) Ltd.
Designature: Senior H. R. (Factories)

For and on behalf on INTER COMPANY
EMPLOYEES UNION
සෞම්දාස විරතුංග
පරිපාලන ලේකම්,

Witness

Witness to the Signature:
of the said Mr.

Signature: L. L. Janaka Kumara
Asst. Factory Manager
Eng. Mang.

Signature:

Name: G. A. De Silva

Name: ඒ. ඒ. විරතුංග