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අති විශේෂ EXTRAORDINARY

අංක 1734/19 – 2011 දෙසැම්බර් 01 වැනි බ්‍රහස්පතින්දා – 2011.12.01

No. 1734/19 – THURSDAY, DECEMBER 01, 2011

(Published by Authority)

## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/1494

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Sri Lankan Airlines Ltd., Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka of the one part and The Sri Lanka Nidahas Sewaka Sangamaya, No. 310, First Floor, T. B. Jayah Mawatha, Colombo 10, Sri Lanka of the other part on 24th November 2010 regarding Sri Lanka Airlines Graded Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 5.  
09th November, 2011.

Collective Agreement No. 38 of 2011

#### SRI LANKAN GRADED STAFF COLLECTIVE AGREEMENT 2010

##### 1. *Arrangement and index*

This Agreement is arranged as follows:

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2. **Title.**—This Agreement is the “Sri Lankan Airlines Graded Staff Collective Agreement 2010” and hereinafter shall be known and referred to as the “Agreement.”.

3. **Names of the Parties:**

- 3.1 This Agreement is hereby made and entered into effective from 1st June 2010 between the following parties listed in sections 3.2 and 3.3 and 3.4 below. In this Agreement, the terms “Employees” and “Graded Staff” shall mean all those Employees covered by either section 3.3 or 3.4 in this Agreement below:
- 3.2 Sri Lankan Airlines Ltd, a Company incorporated in Sri Lanka with it's official registered office address as Airline Centere, Bandaranaike International Airport, Katunayake, Sri Lanka hereinafter called the “Company” (which expression wherever the context so admits shall include and mean it's successors and assigns)
- 3.3 The Sri Lanka Nidahas Sevaka Sangamaya, a registered Trade Union registered in Sri Lanka under registration number 3030 with it's official registered office Address as 310, First Floor, T.B. Jayah Mawatha, Colombo 10. Sri Lanka hereinafter called the “SLNSS” (which expression wherever the context so admits shall mean and include it's successors, assigns, replacement and all Employees who are fully paid-up members of the SLNSS and who are locally employed in a permanent capacity in the grades 1-7 of the Graded Staff grade structure who are covered and bound by this Agreement.)
- 3.4 Other individual Employees who are locally employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure who are not members of the SLNSS but who nevertheless wish to accept the terms and conditions of this agreement by signing on an individual basis.

**4. Short Recital And General Agreement:**

- 4.1 Whereas demands and requests were made by SLNSS for a revision of terms and conditions of employment of Employees Employed by the Company (noting that the existing terms and conditions of employment of Graded Staff were previously recorded in the Collective Agreement between the Company and the SLNSS dated 21st August 2006 which was valid from 1st June 2006 and expired on 31st May 2009).
- 4.2 AND WHEREAS the SLNSS can verify to the satisfaction of the Company that it represents at least 40% of the graded Staff employed in a permanent capacity by the Company in Sri Lanka in grades 1-7 of the Graded Staff grade Structure of Sri Lankan Airlines.
- 4.3 AND WHEREAS having received the demands and requests from the SLNSS, the Management of the Company discussed and negotiated with the SLNSS, and during the process of negotiations were able to finally reach agreement on the matters contained herein, on the understanding that any and all other matters raised would be regarded as having been withdrawn in favour of this finalised Agreement called the "Sri Lankan Airlines Graded Staff Collective Agreement 2010".
- 4.4. AND WHEREAS the intention of both parties was that this Agreement would ensure operational and industrial peace and harmony, improved overall efficiency of the Company, an improvement in overall performance and productivity including the ability to rotate Employees between different areas, co-operation between the Employer and Employee, and a contented and highly motivated workforce. The parties to this Agreement have a common objective in ensuring the proper and successful functioning of the Company, as only this can safeguard the welfare of both the Company and all the Employees.
- 4.5. AND WHEREAS the parties have agreed that there would be strict compliance with all procedures, terms and conditions agreed in this Agreement, and it is agreed by the parties that they would honour and abide by their respective obligations, respecting the rights of each other as set out in this Agreement.
- 4.6. NOW KNOW YE AND THIS AGREEMENT WITNESSETH THAT as a result of said discussions, and that for and in consideration of the above premises and the mutual terms and conditions set out in this Agreement, the SLNSS and the company have reached this Agreement, which includes clauses for the enhancement of salaries to further improve the employment conditions offered by the Company.
- 4.7. AND THAT the parties have agreed that there would be compliance with all existing procedures, processes and regulations that are not otherwise specified in this Agreement, and both parties agree that the Company will in due course publish an Employment Manual which would set out all major policies and regulations of the Company, some of which may be set out in this Agreement as the intended policies of the Company. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, then the terms and conditions specified in this Agreement shall prevail. The Company agree to discuss all matters affecting the union and reach agreement with the union before publishing the aforesaid Manual. The company welcomes any positive suggestions from SLNSS on how existing procedures and processes may be improved for the mutual benefit of all parties.
- 4.8. AND THAT this Agreement covers all the demands and claims of the SLNSS contained in their original requests and demands and other issues brought for negotiation and discussions during the course of bargaining of the said demands in full and final settlement thereof, and that all demands, claims and requests raised by the SLNSS are hereby withdrawn or settled or satisfied in terms of and/or in consideration of this Agreement.
- 4.9. AND THAT in consideration of this Agreement, the SLNSS and its members shall not during the continuance of this Agreement seek to vary, alter or add to, all or any of the terms and conditions of employment or benefits contained as provided for in this Agreement, other than by mutual agreement with the Company. Failure to reach mutual agreement shall not entitle the SLNSS to raise a dispute thereon.
- 4.10. AND THAT the terms, and conditions of this Agreement effective from 1st June, 2010 shall be deemed to be included in all the contracts of employment between the Company and all Employees covered and bound by this Agreement, whether such contract of employment be written or not, and which was subsisting as at 1st June, 2010 or shall come into being at any time thereafter during the continuance of this Agreement.
- 4.11. AND THAT if, and in so far as, any provision contained in this Agreement are superseded by mandatory law in Sri Lanka, all other provisions not so superseded shall remain in full force and effect.
- 4.12 AND THAT it is agreed that any dispute over the interpretation of this Agreement shall be settled by reference to the Commissioner of Labour, or where such decision is not acceptable by voluntary arbitration under section 3 (1) (d) of the Industrial Disputes Act.

- 4.13 IT IS ALSO AGREED THAT the minimum terms and conditions of service which apply to all Graded Staff employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure who are covered and bound by this Agreement shall be those provided for in this Agreement.

#### 5. *Duration of Agreement.*-

- 5.1 This Agreement shall come into effect from 1st June, 2010, and shall thereafter continue to be in force unless it is determined by either party to terminate, giving one month's notice in writing to the other, provided however that one party hereto shall not give notice to the other party before the 1st day of May 2013 and such notice shall not expire before the 31st day of May 2013. This shall not preclude discussions taking place and commencing at any time after 1st December, 2012 between parties for a revision of the Agreement to be effective from 1st June, 2013. The above condition is subject to section 9 of the Industrial Dispute Act, No. 43 of 1950.
- 5.2 Subject to section 4.7 earlier, this Agreement replaces in full the previous Agreement between the Company and the SLNSS dated 21 August, 2006 which was valid from 1st June, 2006 and expired on 31st May, 2009. Any clause that may have been in the previous agreement is considered revoked unless repeated and carried forward into this new Agreement.
- 5.3 Furthermore subject to section 4.7 earlier, this Agreement replaces in full any other prior agreements, and replaces all prior working practices, and replaces all prior terms and conditions of employment for employees employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure.

#### 6. *Parties Covered and Bound.*-

- 6.1 This Agreement shall cover and bind the Company.
- 6.2 This Agreement shall cover and bind the SLNSS and all Employees locally employed in a permanent capacity in grades 1-7 inclusive of the Graded Staff grade structure who are fully paid-up members of the SLNSS. Grades 1-7 inclusive do not cover "Aircraft Technicians", nor do they cover "Cabin Crew", who are instead covered by parallel grades.
- 6.3 This Agreement shall cover and bind all individual Employees locally employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure who are not members of the SLNSS but who nevertheless wish to accept the terms and conditions of this Agreement in full by signing on an individual basis.

#### 7. *Recognition.*-

- 7.1 The Company recognises the right of the SLNSS to represent the interests of, and when required negotiate on behalf of, all categories of locally permanent employed Employees that are classified in grade 1-7 inclusive of the Sri Lankan Graded Staff grading structure in Sri Lanka who are fully paid-up members of the SLNSS.
- 7.2 The Company recognises the right of the SLNSS to exercise the SLNSS function in accordance with the laws of Sri Lanka, and to manage the SLNSS affairs without interference.
- 7.3 Such recognition by the Company of the SLNSS shall continue as long as the SLNSS holds the status of Collective Bargaining Agent of the Employees in grades 1-7 inclusive of the Graded Staff grading structure of the Company, and can verify that at least 40% of all locally employed permanent employees in grades 1 - 7 inclusive are fully paid-up members of the SLNSS.
- 7.4 The SLNSS recognises the right of the Company to plan, organise and manage the operation of each location in order to achieve maximum safety, efficiency and profitability in the operation. This right includes, inter-alia, the recruitment, engagement, control, discipline, termination, upgrading, promotion, demotion, transfer and dismissal of Employees (always in accordance with the laws of Sri Lanka and the procedures and manuals of the Company). This right also includes, inter-alia, the use of Fixed Term Contracts Employees from time to time as operationally required. This right also includes, inter-alia, the determination of the rosters, working patterns and times methods and manner of working, the introduction of technical improvements, and the decision to modify, extend, curtail or cease operations, and all safety aspects of the operation. The Company will always exercise the above mentioned right within the limits prescribed under all applicable laws of Sri Lanka and in accordance with all applicable procedures and manuals of the Company and in accordance with the terms and conditions of this Agreement.

Provided however in respect of termination, upgrading, promotion, demotion, transfer and dismissal on employees, working patterns, and times, methods and manner of working, redundancy due to operational reason, the Union may if it is of such opinion, make representations to the management in accordance with the grievance/dispute procedure stipulated herein and/or in accordance with the law.

#### 8. *Monthly Basic Salary Scales*

8.1 The monthly basic salary scales effective 1st June, 2010 until 31st May, 2013 expressed in Sri Lankan Rupees (Rs) per month are:

<i>Grade</i>	<i>Minimum</i>	<i>Maximum</i>
1	12,500	52,750
2	13,500	57,610
3	14,500	64,080
4	17,620	71,240
5	18,560	75,550
6	20,040	81,420
7	27,240	107,210

8.2 Under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit of the maximum basic salary of their grade.

8.3 All new Employees who will be taken on the permanent payroll of the Company subsequent to the date of signing this Agreement will normally start at the minimum of scale. However, the Management reserves the sole right to offer a Commencing salary at a higher level than the minimum of scale depending upon merits as considered appropriate by the Management. New Recruits joining at the minimum of the scale applicable to grades 1 to 3 will be eligible to be placed as per what is specified below on completion of 1 year subject to the individual being confirmed in employment at the date of completion of 1 year.

<i>Grade</i>	<i>Salary Point</i>
1	Rs. 13,650
2	Rs. 14,770
3	Rs. 16,290

Such individuals will not be eligible for the Annual Fixed Increment set out in clause 9.2 applicable for the said year.

8.4 The above revised salary scales, applicable allowances and other enhanced benefits (as given in this Agreement) will be applicable to those staff who are in employment as at the date of signing the Agreement.

#### 9. *Basic Salary Increases During this Agreement*

##### 9.1 ANNUAL PERFORMANCE BASED INCREMENT

The actual individual monthly basic salaries of all Employees covered by this Agreement (except those under probation) will be increased ranging from 0.0% to 6.0% (with an average of 3.0%), depending upon individual performance effective 1st June, 2010 to 31st May, 2013 as the Annual Performance based Increment.

##### 9.2 ANNUAL FIXED INCREMENT

The actual individual monthly basic salaries after the performance based increment in June each year for all employees covered by this agreement will be increased as per the Schedule below effective 01st June, 2010. This Schedule will be applicable for the period June, 2010 to May 2013.

GRADE	YEARS OF EXPERIENCE	INCREASE 2010 LKR	INCREASE 2011 LKR	INCREASE 2012 LKR
1	1 - 5	3,000	2,000	2,000
	5><10	3,500	2,250	2,250
	>10 & <15	4,000	2,500	2,500
	>15 & < 20	5,000	3,000	3,000
	> 20	5,500	3,500	3,500
2	1 - 5	3,500	2,500	2,500
	5><10	4,000	2,750	2,750
	>10 & <15	5,000	3,000	3,000
	>15 & < 20	5,500	3,500	3,500
	> 20	6,000	4,000	4,000
3	1 - 5	4,000	3,000	3,000
	5><10	5,000	3,250	3,250
	>10 & <15	5,500	3,500	3,500
	>15 & < 20	6,000	4,000	4,000
	> 20	7,000	4,500	4,500
4	1 - 5	5,000	3,500	3,500
	5><10	5,500	3,750	3,750
	>10 & <15	7,500	4,000	4,000
	>15 & < 20	8,000	4,500	4,500
	> 20	9,000	5,000	5,000
5	1 - 5	5,000	3,600	3,600
	5><10	6,000	4,000	4,000
	>10 & <15	8,000	4,500	4,500
	>15 & < 20	9,000	5,000	5,000
	> 20	9,500	5,500	5,500
6	1 - 5	5,000	3,750	3,750
	5><10	6,000	4,000	4,000
	>10 & <15	9,000	5,000	5,000
	>15 & < 20	9,500	5,500	5,500
	> 20	10,000	6,000	6,000
7	1 - 5	5,500	4,000	4,000
	5><10	6,000	4,250	4,250
	>10 & <15	10,000	5,500	5,500
	>15 & < 20	11,000	6,000	6,000
	> 20	11,500	6,500	6,500

10. **Special Premium Allowance.**— Generally there will be no Special Premium Allowances for Staff in Grades 1 - 7 covered by this Agreement. However, those who are enjoying the benefit as at 31st May, 2010 will continue to enjoy such special premium allowances applicable for such particular job categories at present. However such special premium allowances will not be applicable to those who are appointed for such job categories with effect from 01st June, 2010. The company reserves the right to assess the market conditions and determine whether any such premium is applicable for any such job or category of jobs in terms of attracting or retaining staff based on prevailing market conditions at a particular period of time.



11. **13th Month Incentive.**— It is agreed by the union and its members to accept the Profit Share Incentive Scheme as set out in Clause 12 below in lieu of the 13th month incentive payment with effect from 1st January, 2011. In the event there being a legal requirement to formulate a more favourable scheme applicable to the company and its permanent employees, the Company hereby agrees to comply with the legal requirements.

12. **Profit Share Incentive Scheme.**— It is agreed by the parties to implement the Profit Share Incentive Scheme which is set out below in lieu of the 13th month Incentive payment from 2011 onwards. The due date of payment will fall in December each year, in respect of financial performance during the financial year.

Scenario 1	– Group Loss	Nil
Scenario 2	– Group Profit	Rs. 45,000/- or Basic Salary, whichever is less
Scenario 3	– Company Profit	125% of Basic Salary
Scenario 4	– 10% above estimated profit	150% of Basic Salary
Scenario 5	– 20% above estimated profit	175% of Basic Salary

It should be noted that profit should be construed as profit after tax excluding any extraordinary profit during a financial year.  
*Eg.: Sale of Preferential shares and aircraft will be excluded when determining the profit.*

### 13. *Attendance incentive payment*

13.1 Effective 1st January, 2011 for the calendar year 2011 onwards, an attendance incentive payment will be payable to Graded Staff based upon their individual attendance in the calendar year (with payment based on the actual basic salary at the end of that calendar year on 31st December being made at the beginning of the subsequent calendar year split equally between the end February and the end-March payrolls for tax-efficiency) depending upon the number of days of Non-cumulative Privilege leave and casual leave unutilised during the calendar year as follows:

<i>Days of casual/non cum. privilege leave unutilised in the calendar year</i>	<i>Attendance payment (calculated on basic salary only)</i>
14 days	150% of Basic Salary
12–13 days	125% of Basic Salary
10–11 days	100% of Basic Salary
8–9 days	75% of Basic Salary
6–7 days	50% of Basic Salary
Less than 6 days	NIL

13.2 If an employee is marked as “unauthorised absence/approved no pay” then such days will also be included with the days of non cumulative privilege leave and casual leave utilised for the purposes of calculating eligibility for this attendance incentive payment.

13.3 For the avoidance of doubt, in the case of Graded Staff covered and bound by this Agreement, the applicable monthly salary for any annual attendance payment shall be monthly basic salary only as defined in section 8 of this Agreement.

13.4 The staff to be entitled for this payment should have been in employment for the full calendar year ending 31st December.

### 14. *All Other allowances*

#### 14.1 LONG SERVICE ALLOWANCE

The Long service allowance will be limited to those employees who are enjoying the benefit as at 31st May, 2010 at the current rates, and the quantum will be frozen at the rate applicable to such employees. The new recruits and those who will reach the milestone shall not be eligible for any such payment.

#### 14.2 REGULAR SHIFT ALLOWANCE (DAY, NIGHT SHIFT PATTERN)

All graded Staff covered by this Agreement who are on rostered shift patterns comprising of Day and Night shifts will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (Rs.) per shift of:

	<i>At least 6 but less than 10 hours</i>	<i>10 or more hours</i>
Weekdays (Day)	Rs. 110 per shift	Rs. 160 per shift
Weekdays (Night)	Rs. 110 per shift	Rs. 240 per shift
Week Ends (Fri-Sun)	Rs. 110 per shift	Rs. 270 per shift

This daily shift allowance applies to all types of shift work patterns and is based upon the scheduled rostered working hours (excluding breaks) of the shift, regardless of the pattern of shifts (including early shifts and night shifts). This daily shift allowance is only paid if either the rostered shift is worked in full (or substituted by company-provided training) or during annual leave based on notional shifts, but this daily shift allowance is not paid during sick leave or casual leave or any other type of leave or absence. If an employee is also required to work a full additional shift (of 6 hours or more) as overtime then the shift allowance will be paid as well as any applicable overtime payments. The normal core office hours of 08.15-16.45 on Mondays-Fridays inclusive is regarded as the regular day pattern, and is not a rostered shift pattern.

Shift allowances earned in one calendar month will be paid in the payroll at the end of the subsequent calendar month.

Employees may swap shifts with each other by mutual consent and with the prior written approval from the Manager (or Supervisor or Authorised Officer) on a case-by-case basis, subject to the shifts being swapped being identical in working hours, and maximum of three swaps per person per month.

#### 14.3 DAY ONLY SHIFT PATTERN

The normal core office hours of 08.15-16.45 on Mondays-Fridays inclusive is regarded as the regular day pattern. However, if a staff is rostered and requires to work on core office hours, including Saturdays, and/or Sundays and/or Poya days, they will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (Rs.) per shift of:

<i>Grades</i>	<i>At least 6 but less than 10 hours</i>
1-3	Rs. 50 per shift
4-7	Rs. 60 per shift

The above enhancements will come into effect from the date of signing the Agreement.

#### 14.4 LAUNDRY ALLOWANCE

Effective 1st June, 2010, all Employees in grades 1-7 inclusive required to wear a uniform full-time will receive Rs. 500 with effect from 01st June, 2010. This laundry allowance is intended to reimburse expenses to the Employee by paying part of their uniform cleaning bills and is intended as a subsidy rather than payment in-full of all laundry expenses.

#### 14.5 TEA ALLOWANCE

Effective 1st June 2010, the monthly tea allowance for all Graded Staff in grades 1-7 will be Rs. 350 per month.

#### 14.6 WARM-CLOTHING ALLOWANCE

The warm-clothing allowance for Graded Staff in grades 1-7 who are required to perform duty-travel to overseas locations where warm-clothing is deemed necessary is US\$ 150 every five years.

#### 14.7 TRANSPORTATION

There is no transportation allowance for Graded Staff in grades 1-7 inclusive. However, the company-provided bus transport system will be offered free of charge to all Graded Staff in grades 1-7 who wish to use the bus system as per the existing route structure.

#### 14.8 JOB-RELATED ASSIGNMENT ALLOWANCES

The following assignment allowances will apply on a job-related basis to applicable qualified Graded Staff in grades 1-7 effective 1st June, 2010:

- (a) The **Apron Driving Allowance** for all staff who are regularly required to use a current and valid apron driving permit (excluding those who are designated and / or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving) will be Rs. 850 per month.



- (b) The **Apron Driving Allowance** for all staff who are occasionally required to use a current and valid apron driving permit (excluding those who are designated and / or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving) will be Rs. 275 per month.
- (c) The **Equipment Operator Allowances** for staff who are qualified and required in writing to operate aircraft equipment (such as MDLs, Steps, JCPLs) will be Rs. 1,250 per month. (but no Employee may receive both an apron driving allowance and an equipment operator allowance).  
The Company is willing to review the job scope and or the applicable allowance in the future and discuss this issue outside the CBA.
- (d) The **Towing Allowance** for staff who are qualified and required in writing to perform the functions of a Push-Back Operator will be Rs. 4,000 per month.
- (e) The **Toilet-draining Allowance** for staff qualified and required in writing to perform toilet draining activities by bowser truck will be Rs. 1,200 per month.
- (f) The **Toilet-overhaul Allowance** for staff qualified and required in writing to perform toilet overhaul activities as part of a major engineering check will be Rs. 900 per month.
- (g) The **Load-sheet Allowance** for staff who are qualified and required in writing to certify and authorise UL load-sheets will be Rs. 750 per month. In addition, for staff who are holding licenses to certify and authorise load-sheets of other airlines, will receive a payment of Rs. 500 per month per certification up to a maximum of 4 certifications per month. Total monthly payment for certifying and authorising load-sheets of other airlines should not exceed Rs. 2,000 per month. (The maximum amount with UL certification and authorisation would be Rs. 2,750)
- (h) The **Dangerous Goods (DGR) Allowance** for staff who are qualified and required in writing to handle dangerous materials will be Rs. 3,000 per month.
- (i) The **Lift-Operator Allowance** for staff qualified and certified and required to operate the snoker lift will be Rs. 800 per month.
- (j) The **Staff-Travel Cash-Handling Allowance** for staff required to handle and be responsible for cash as an additional duty in the Staff Travel Section will be Rs. 350 per month.
- (k) The **Payroll Cash-Handling Allowance** for staff required to handle and be responsible for cash in the Payroll Section will be Rs. 900 per month.
- (l) The **Traffic Cash-Handling Allowance** for staff required to handle and be responsible for cash in either the Traffic (excess baggage) Section or Cargo Section will be Rs. 2,000 per month.
- (m) The **Tool Box Allowance** for staff required to keep maintained their own box of tools (which they can purchase from the Company by salary deductions) will be Rs. 2,500 per month.
- (n) The **Duty Fuel Reimbursement** for sales staff required to perform commercial sales visits will be 138 litres per month, reimbursed based upon actual usage on production of receipts.
- (o) The **Flight-Dispatcher Allowance** for staff certified under ICAO-201 and qualified and required to perform the duties of a certified Flight Dispatcher will be:  
  
Rs. 5,000 per month for flight dispatchers for the first five years after certification Rs. 10,000 per month for flight dispatchers from the sixth year onwards after certification.
- (p) A **Car-Driving Allowance** for any motorbike dispatch rider who is also required on occasion to drive a car when the necessity arises will be Rs. 150 per month.
- (q) The **P & E Vehicle Testing Allowance** for staff in Plant and Equipment Section who are required to drive/operate equipment/vehicles on the Apron and other areas within the Company premises for certification and testing purpose will be Rs. 750 per month.
- (r) The **Shift Leader Allowance** paid to staff in grade 3 and grade 4 would be Rs. 750 per month.

- (s) The staffs who are on **Acting Appointments** will receive 6% increase in salary effective from the date of the acting appointment.
- (t) A payment for **Sky-Marshall Activities** for staff in Security who gets involved in such activities will be Rs. 500 per incident (per occasion)
- (u) **Meal Voucher Value** - If and when operational staff are required to continue their shifts due to exigencies of work, they are provided with Meal Vouchers to purchase meals from the cafeteria of the Sri Lankan Catering or to en-cash them at any Company Cashier. The amount of the meal voucher will be Rs. 200 effective from the date of signing this Agreement.

#### 14.9 APPROVAL ALLOWANCES

Where an individual Employee in grades 1-7 inclusive is required by the Company to hold an utilise a current and valid recognised engineering approval type then the associated approval allowance payments will be in accordance with the applicable Sri Lankan Engineers Terms and Conditions.

#### 14.10 OTHER ALLOWANCES

There are no other allowances or payments that apply to Employees who are locally employed in grades 1-7 inclusive of the Graded Staff grade structure other than those listed in this Agreement.

### 15. *Income tax and statutory deductions*

- 15.1 It is agreed by all parties that the individual Employee is at all times fully responsible for their own income tax liabilities and payments and for payment of any other statutory Employee contributions and deductons.
- 15.2 There will be no income tax subsidies or rebates or payments by the Company of any kind for any Employee of the Company.

### 16. *Uniforms*

- 16.1 Employees who are required to wear a uniform during duty hours must do so, and the Employee must ensure that the uniform is worn in compliance with the standards set by the Company. Uniforms will be issued according to company requirements and regulations (and all Graded Staff will be provided with 5 sets of uniforms per annum. This will be revised to 4 sets per annum with the introduction of the new uniforms). Uniforms will remain at all times the property of the Company. All uniforms are issued by the Company free of charge. Employees are fully responsible for keeping their uniform clean, presentable and in good condition at all times.
- 16.2 The Company will provide appropriate safety clothing and equipment for all Employees performing loading duties or other hazardous activities on the ramp or in the cargo warehouse.

### 17. *Working hours*

- 17.1 The standard working week of the Company in Sri Lanka is 40 working hours (excluding breaks) per week and may be day work, split or rotating shift. The standard regular day pattern is composed of 5 working days (Monday-Friday), with 2 days-off per week. consequently a standard working day is therefore defined as 8 working hours (excluding breaks). For example, the current regular working pattern is as follows (but the company may change this pattern in consultation with the Union):

#### REGULAR DAY PATTERN

- \* work time of regular day pattern of 0815-1645 hrs
- \* elapsed length of 8 hours and 30 minutes
- \* contains one break of 30 minutes
- \* hence actual working hours are exactly 8 hours
- \* pattern is normally 5-on and 2-off
- \* this equates to 40.0 working hours per 7 day cycle.

- 17.2 Alternatively for Employees on a 28-days roster cycle, standard working hours are expressed as 160 working hours (excluding breaks) per 28-day roster cycle. For such Employees on a 28 -day roster cycle, the working cycle is normally composed of no more than 20 working days, and no less than 8 rostered days-off per 28-days roster cycle, regardless of the type of roster, a standard working day is always defined as 8 working hours (excluding breaks).

#### 18. *Rosters*

- 18.1 All rosters will be constructed at the reasonable discretion of the Company in accordance with operational requirements only after appropriate discussion and consultation with the SLNSS. However the Company reserves the right to change the starting/finishing times for operational reasons as and when reasonably necessary. It is the sole right of the Company to determine the times, methods and manner of working, the introduction of technical improvements, the decision to modify, extend, curtail or cease operations, and all safety aspects of operations. If there is a significant deviation to the current practice with regard to starting and finishing timings of the rosters, SLNSS agreement would be sought before implementation.
- 18.2 The Company may exercise reasonable discretion to determine when, where and how an Employee is detailed to work (including multi-tasking), or to transfer an Employee from one function or location to another.
- 18.3 All rosters will be constructed so that actual working hours per week (excluding breaks) are 40 working hours per week, or 160 working hours per 28 day roster cycle. As one illustrative example (but this is not an exhaustive list of all possible shift types).

##### BASE SHIFT PATTERN

- \* day shift time of 0800 - 1925
- \* elapsed length of 11 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 10 hours and 25 minutes
  
- \* night shift time of 1900 - 0825
- \* elapsed length of 13 hours and 25 minutes
- \* contains one break of 30 minutes and two breaks of 15 minutes each
- \* hence actual working hours are 12 hours and 25 minutes
  
- \* pattern is normally 1-day plus 1 -night plus 2-off, repeated 7 times in a 28 day roster
- \* this equates to a total of 159 hours and 50 minutes per 28 day cycle.

19. ***Leave Entitlement.***— As agreed by the parties bound, with effect from calendar year 2011 staff in grades 1 -7 will be entitled for the following categories of leave.

<i>Leave Type</i>	<i>Rostered staff</i>	<i>Regular day pattern</i>
Annual Leave	18 days	14 working days
Non Cumulative Privilege	7 days	7 days
Casual Leave	7 working days	7 working days
Medical Leave	7 working days	7 working days

- \* Rostered staff are required to utilise 9 days of annual leave in a single block.
- \* Other staff are required to utilise 7 days of annual leave in a single block.
- \* All staff in grades 1 - 7 may encash Non-cumulative Privilege leave.
- \* Availing of Non Cumulative Privilege Leave will be on the same basis of Annual Leave and can be considered in instances of illness.
- \* All staff in grades 1 - 7 may encash casual leave if unutilised.
- \* Unutilised Sick leave may not be encashed.

**20. Overtime Pay**

- 20.1 As the aviation industry operates on a twenty-four hour cycle it is recognised that all Employees may on occasions be required to work additional hours beyond 40 working hours (excluding breaks) per week as and when requested by the Company to do so. An Employee if requested to work overtime shall not normally refuse overtime (except for reasons of sickness or any other valid reason which prevents the employee from doing overtime) Failure to accept a reasonable request to perform overtime by an Employee without a valid excuse shall amount to misconduct. All such requests from the Company for overtime to be worked will be in accordance with Labour Law requirements.
- 20.2 All Graded Staff in grades 1 - 7 inclusive are eligible to claim overtime payments on a weekly basis related to hours worked beyond 40 hours per week (excluding breaks), as well as for all overtime hours worked on a rostered day-off or public holiday. All overtime must be approved in advance.
- 20.3. Wherever overtime is worked then payment per hour of overtime worked will be as follows:
- |                                      |  |
|--------------------------------------|--|
| * overtime to extend a working-day:  | 150 % of the normal applicable hourly salary |
| * overtime on a day-off or rest-day: | 150 % of the normal applicable hourly salary |
| * overtime on a poya-day:            | 150 % of the normal applicable hourly salary |
| * overtime on a statutory holiday:   | 200 % of the normal applicable hourly salary |
- However, on occasion when it is deemed possible, provided day to day operations are not disrupted, then instead of payment for overtime then time-off-in-lieu will be granted.
- 20.4. When an Employee is called-in to perform overtime on a day-off or rest-day, then a minimum of four hours overtime work will be granted (and for the avoidance of doubt this minimum of four hours overtime does not apply to overtime to extend a working day).
- 20.5. The normal applicable hourly salary rate is calculated by dividing the applicable monthly salary by 240 as per Labour Law.
- 20.6. In the case of Graded Staff covered and bound by this Agreement, the applicable monthly salary for determining the applicable hourly salary shall be a combination of monthly basic salary as defined in section 8 of this Agreement plus any applicable monthly special premium allowance as defined in section 10 of this Agreement.
- 20.7. Instances when staff is requested to work continuously after a day shift to night shift, if continuous working hours of an employee exceeds 16 hours, on such occasions minimum of 02 hours rest period to be provided according to operational convenience, and without any disruption to the operations.
- 20.8. Instances when staff is requested to continue after their normal shift duties and signs off at irregular hours (other than normal shift end times), reasonable transport facilities, upto a convenient location, or rest room facilities until end of normal shift duties to be provided.
- 20.9. Overtime after a night shift- As far as possible, staff should not be kept for duties after a night shift. However, if staff continues after a night shift due to exigencies of work, it should be only for few additional hours, and on such occasions, company should make arrangements to provide them with reasonable transport facilities upto a convenient location.

All enhanced benefits will be provided from the date of signing the Agreement.

21. **Productivity.**—All parties have agreed in principle that they will fully co-operate together to achieve the productivity goals of the Company. This co-operation will extend to improving efficiency through productive and flexible rosters, improved work practices and reduced absenteeism. The Company will conduct appropriate training for SLNSS and all Employees on productivity issues and other related topics.

22. **Two Year No Pay Leave.**—As discussed and agreed with the Union at the time of CBA negotiations, the Company will permit a period of up to two years no-pay leave for the following purposes:

- (a) To pursue further training or a course of studies where such training or course of studies is relevant to the field of work in which the Employee is engaged, provided that the Departmental Manager recommends that the Employee can be released for the period of no-pay leave with/without replacement, and the Chief Officer/ Head of Division approves the recommendation.

- (b) For any other reasonable purpose, including overseas employment (but not for employment in Sri Lanka), if the Departmental Manager recommends that the Employee can be released for the period of no-pay leave with/without replacement, and the Chief Officer/ Head of Division approves the recommendation.

A maximum of 24 Graded Staff in permanent employment in grades 1-7 inclusive, subject to a maximum of 3 staff from one department/section will be permitted at any one time to be on no pay leave as per the conditions of this section, In order to be considered for no-pay leave, an Employee must have completed at least ten years of continuous service with the Company, and consideration for such no-pay leave will only be given once per employment lifetime per Employee.

Employee requesting for such no-pay leave should forward the application through the respective departmental manager, to Human Resources Services Manager.

During the period of no-pay leave, all benefits will be suspended as per the rules and regulations governing this policy for up to two-years no-pay leave. Also the period of no-pay leave will not be considered as being part of active service.

The maximum period of no-pay leave is two years, and under no circumstances will extensions be considered. Whilst on no-pay leave, the Employee will be required to sign a bond to the Company as per the rules and regulations, governing this policy for upto two -years no-pay leave. The Company will make necessary arrangements to fill the vacant positions (if necessary) during the period of no pay.

### 23. *Conditions for Granting Union Subscription Check Off*

- 23.1 Whilst the Company's policy of recognizing a union as a bargaining agent shall be if it maintains a membership of not less than 40% in terms of its policy of granting union subscription check off, such a facility shall be granted to SLNSS and any other recognized union, only if the union maintains a membership of not less than 51% of the graded staff employed in grades 1-7 inclusive in a permanent capacity by the company in Sri Lanka and so long as this Agreement subsist.
- 23.2 The Company shall on the written request of an Employee, (which is made through the Union), deduct from their monthly salary due to such Employee the current monthly SLNSS dues as are Specified by the Employee to be payable monthly to the SLNSS, and remit the amount so deducted to the SLNSS in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- 23.3. Every Employee shall be entitled to withdraw their agreement to check-off at any time by signing a statement of revocation to that effect and forwarding it to the Company. If this statement of employee does not come through the Union, the Company agrees to inform the Union of such resignation. Once the Union is informed, the Company will take action to cease check-off effective from two weeks from the date of receipt of such intimation from an employee.
- 23.4. As far as practicable possible, any deductions from an Employee under and authorisation (subject to 22.4) shall cease from the date of receipt of revocation cancelling such authorisation provided that:
- (i) the Company shall not be liable in any manner whatsoever to the SLNSS or the Employee concerned for failure to comply with sub-clauses 22.3 or 22.4 above.
  - (ii) that the Company has sole discretion to 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 salary of an Employee in that month, exceed the maximum deductions permitted by law.
- 23.5. During the validity period of this agreement, if the Company is of the view that the Union is not commanding a 40% of membership from among all the graded staff, (grades 1-7, locally employed), the Company shall summon a meeting with the SLNSS at the Employers Federation of Ceylon (EFC) and produce evidence to the satisfaction of the Union. If the Union is not satisfied and if the issue becomes a dispute, Union may resort to grievance and dispute procedure.

24. **Grievance and Dispute Procedure.**— In the event of any dispute or grievance between an Employee or Employees and the Company the following procedure shall be followed for settlement or in resolving such grievance.

- (a) The Employee (or a representative from the SLNSS) shall in the first instance, discuss such dispute or grievance with relevant immediate manager or in his absence, with sectional or Department Manager who shall strive to arrive at a satisfactory solution in respect of relevant matter within a period of 30 days from the date of initial discussion. The outcome of the discussion shall be communicated in writing to the SLNSS and /or to the Employee within a period of 14 days.

- (b) If such matter is not resolved to the satisfaction of the Employee, then the Employee (or a representative of the SLNSS) may discuss such matter with relevant Department Manager and shall endeavour to arrive at a satisfactory solution within a period of 14 days. The outcome of such endeavour shall be communicated in writing to the SLNSS and /or to the Employee within a period of 14 days.
- (c) In the event of such matter still not being resolved to the Satisfaction of the Employee, such matter will then be considered for resolution by the Employee (or a representative of SLNSS) with the Head of Human Resources (or his representative) and parties shall endeavour to arrive at a satisfactory solution for such matter within a period of 14 days. The outcome of such shall be communicated in writing to the SLNSS and /or to the Employee within a period of 14 days.
- (d) The Company shall all times (at stages more fully described above at sub paragraphs a, b and c) be represented by a person who shall be sufficiently vested with authority to take necessary actions and /or decisions in respect of the relevant matter in dispute.
- (e) If no satisfactory solution is reached at any of above described stages then the relevant matter shall be discussed within the Senior Management of the Company. At such discussions, where considered necessary, number of representatives on each side shall not exceed four (4). The Head of Human Resources shall arrange for such discussions within three (5) days of a written request made for such by the SLNSS. The Senior Management shall strive to reach a satisfactory solution in respect of relevant matter within 07 days of the discussions. The outcome of such should be communicated in writing to the SLNSS and /or to the Employee within a period of 7 days.
- (f) The Company shall at all times material inform the SLNSS or the Employee concerned of the decisions reached in relation to relevant matter in dispute and of the steps taken to resolve such matter in its entirety or in part.
- (g) If the dispute or grievance remains unsolved, the SLNSS may then raise the issue for discussion with the company with the Employer's federation of Ceylon. The Company will, within 10 days of a request being made by SLNSS, arrange a discussion meeting with the Employer's Federation of Ceylon.
- (h) In the Event such matter remaining unsolved even after affecting above described steps in sub paragraphs (a) - (g) by consensus such said matter shall be referred for settlement by Voluntary Arbitration in terms of Section 3(1) (d) of the Industrial Disputes Act, as amended, within a period of three months. The SLNSS retains the right to be represented by an Attorney -at law at such arbitration proceedings, if considered necessary.
- (i) If parties agree for settlement by Voluntary Arbitration as described above, the parties shall agree on a mutual statement of matter in dispute to be referred for such voluntary arbitration. If there is no such agreement on such statement, upon request made in writing jointly by relevant parties, the Commissioner of Labour shall determine on the Statement of the matter in dispute to be referred for such voluntary arbitration if the Parties are unable to Jointly nominate an arbitrator, such arbitrator shall be nominated by the Commissioner of Labour, upon request made in writing jointly by both parties.
- (j) An award by an arbitrator in such voluntary arbitration as described above shall be final and binding on relevant parties, save and except on instances where findings and/or award by such arbitrator is not consistent with relevant matter or evidence provided.
- (k) The above provisions shall not preclude any party from seeking relief through a civil count of law at any stage of a relevant dispute, if considered necessary, without reference to any part of procedure described above at sub paragraph a - k.

## 25. Trade Union Action

- 25.1 The SLNSS and all parties covered and bound by this Agreement jointly agree with the Company that during the continuance of this Agreement they shall not engage in any strike or other form of Trade Union action in respect of any matters covered by this Agreement.
- 25.2 In the event of a breach of this Agreement by the Union, the Company reserves the right to withdraw all or any of the facilities or benefits granted to the SLNSS, without prejudice to the right of the Company to restore such facilities or benefits upon such terms and conditions as the Company may decide.



26. *Trade Union Facilities*

**The Company will grant facilities to the SLNSS as follows:**

- (a) Union facilities and the right of representation on matters of general application shall be dependent on the Union having not less than 40% of the graded Staff in its membership.
- (b) On written request of the Union, 02 employees nominated by the Union, will be released on full - time basis for trade union activities. (and the Company may from time to time also permit a third Employee at the sole discretion of the Company). Employees so released for full time Trade Union Work shall be paid their monthly basic salary (inclusive of standard allowances such as the tea allowance, long service allowance and the laundry allowance) and shift allowance, other functional/Job related allowances shall not be paid.
- (c) 4 hours duty leave on a monthly basis shall be granted to a maximum of 30 Executive Committee members of the Union for Executive Committee Meetings. On request a classroom or a suitable place might be provided.
- (d) The Union Official or Officials released on full time basis are entitled to attend discussions on Employee problems with the Employer. The Union Representative from the relevant Section or Department shall be entitled to be present at such discussions provided that the operational requirements of the Company are not disrupted in any way.
- (e) All other Trade Union activities shall be performed by the Union members and officials outside working hours and outside company premises other than the 2 officials released on full time basis for trade union activities plus a maximum of 4 Executive Committee Members, at any given time. This shall not prejudice the rights of members to use the Union Office within reasonable limits.
- (f) The management will, at its discretion, grant leave to members nominated by the Union to attend Trade Union seminars, functions and meetings outside Company premises, subject to the exigencies of work in the respective Departments.
- (g) Management will provide following duty travel facilities to Trade Union Representatives who receive invitations to attend International Trade Union Meetings, Seminars and conferences, provided that the operational requirements of the Company are not disrupted in any way due to their non-availability at work:
  - On 2 occasions per year, a maximum of two trade union Representatives per occasion will be granted tickets on 'firm' basis on UL Network only. Applicable duty travel allowance will be granted on these two occasions.
  - The next two occasions (after using the first two occasions), a maximum of two trade union Representatives per occasion will be granted tickets on 'firm' basis on UL Network only. However, duty travel allowance will not be granted on these two occasions.
- (h) Executive Committee members of the Union will be granted duty leave for any discussion with the prior approval of the Management, provided that the operational requirements of the Company are not disrupted in any manner.
- (i) In applying for duty leave for Trade Union work the member will make a Duty leave Application accordingly to Company Leave Procedures.
- (j) Company will provide a suitable office space and facilities such as a fax machine, telephone, furniture, computer with basic IT facilities to the Branch Union.

27. *Welfare Society.*— The Company agrees to have one of the SLNSS branch members to participate at the monthly meetings.

28. *Festival Advance.*— The Company has agreed to increase the Festival Advance from Rs. 20,000 to Rs. 25,000 with effect from signing of the Agreement, in keeping with the current policy.

29. *Meeting with CEO.*— The Company agrees to grant the union, the facility of having a meeting with the Chief Executive Officer, once in 3 months.

30. *Meeting with Head of Human Resources.*— The Company agrees to grant the union, the facility of having a meeting with the Head of Human Resources, once in 2 months.

16A

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 01.12.2011

31. *Signatures of Agreement.*-

31.1 This settlement is signed in Colombo on 24th November 2010 and witnessed as follows:

31.2 For and on behalf of the Company:

For and on behalf of the SLNSS:

The image shows a collection of handwritten signatures and official stamps. On the left side, there are several signatures, some with accompanying text in Sinhala. On the right side, there are more signatures, including one that appears to be a large, bold signature. At the bottom left, there is a purple rectangular stamp with the text 'SRI LANKA AIRWAYS LIMITED' and 'Sri Lanka Airports Corporation'. To the right of this stamp is another signature.

12 - 626

My No.: CI/1785.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Ace Freight Management (Pvt) Ltd, No. 315, Vauxhall Street, Colombo 02 of the one part and The Ceylon Mercantile, Industrial and General Workers' Union (CMU) No. 03, 22nd Lane, Colombo 03 of the other part on 18th day of July 2011 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. Weerasinghe,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
9th November, 2011.

Collective Agreement No. 36 of 2011

AGREEMENT

This Agreement entered into on this 18th day of July Two Thousand and Eleven between Ace Freight Management (Pvt) Ltd, hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial and General Workers' Union (CMU) hereinafter referred to as "the Union".

WHEREAS the parties to this agreement were signatories to the Collective Agreement entered into on the 23rd of October 2009 and the provisions of which were duly gazetted as Collective Agreement No. 6 of 2010 and is currently binding on parties. Whereas parties are also in agreement that the provisions of the 2nd paragraph at Clause 3 and Clause 6 of the said agreement pertaining to the consolidation of salaries and the payment of non-recurring cost of living gratuity, in terms of the Colombo Consumers' Price Index [hereinafter referred to as the CCPI, (base year 1952)], have become inoperative in view of the Government of Sri Lanka discontinuing the publication of the CCPI (base year 1952) and in terms of the provisions of clause 7 thereon parties have met and discussed and have now agreed upon a settlement as set out hereinafter;

1. **Parties covered and bound.**— This Agreement shall cover and bind the employer, the union and the members of the union employed by the employer on permanent contracts of employment as at 1st July 2011.

2. **Effects of the provisions of this Agreement.**— The settlement reached by parties through this Agreement shall repeal and replace the provisions stipulated in the 2nd paragraph of Clause 3 and Clause 6 of Collective Agreement No. 6 of 2010 with those set out specifically hereunder in clauses 3 and 4, with effect from 1st July 2011.

3. In view of discontinuance of the publication of the Colombo Consumers Price Index (base year 1952) and in the absence of a mutually acceptable index and rate of payment, as agreed by parties, the employer shall make an addition of a sum of Rs. 1600/- (one thousand six hundred) into the salaries of employees covered and employed by employer as at 1st July 2011 as the payment in place of the consolidation of wages and Non-recurring Cost of Living Gratuity (NRCLG).

4. In addition, as a gesture of goodwill, it is agreed by the employer to make an *ex-gratia* payment of Rs. 8,000/- (*ie.* 1,600/-X5) to employees covered and bound, which shall not attract any consequential benefits such as EPF, ETF, gratuity, overtime etc.

5. It is agreed by parties that subject to the amendments made in terms of Clauses 2 and 3 aboe, they would continue to abide by all remaining provisions of Collective Agreement No. 6 of 2010.

In witness hereof parties have set their hands at: Rajagiriya, on this 18<sup>th</sup> day of July Two Thousand and Eleven.

	
For and on behalf of Ace Freight Management (Pvt) Ltd	For and on behalf of The Ceylon Mercantile, Industrial & General Workers' Union (CMU)
Name: Nimal Perera	Name: Bela Tampoe
Designation: Managing Director	Designation: General Secretary
Witnesses:	
1. 	1. 
Name: A. M.M. Amir	Name: S. Jayaratne
Designation: Vice President	Designation: Branch President
2. 	2. 
Name: (Mrs) A.K.D. Gurusinghe	Name: D.A.L. Nishantha
Designation: Manager - Administration	Designation: Branch Secretary