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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1703.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Lanka Insurance Corporation Limited, No. 21, Vauxhall Street, Colombo 02 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya and Rakshana Sewaka Sangamaya, No. 301, T. B. Jaya Mawatha, Colombo 10 and No. 288, Union Place, Colombo 02 of the other part on 27th day of January 2011, regarding the Non Executive Grade Employees 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.
01st December, 2011,

Collective Agreement No. 11 of 2011

COLLECTIVE AGREEMENT – FOR NON - EXECUTIVE GRADES

2010 - 2013

BETWEEN

Sri Lanka Insurance Corporation Limited

AND

Members of

Rakshana Sewaka Sangamaya

and

Sri Lanka Nidahas Sewaka Sangamaya

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Collective Agreement No. 11 of 2011**COLLECTIVE AGREEMENT – FOR NON - EXECUTIVE GRADES****2011 - 2013**

BETWEEN

Sri Lanka Insurance Corporation Limited

AND

Rakshana Sewaka Sangamaya

and

Sri Lanka Nidahas Sewaka Sangamaya

THIS COLLECTIVE AGREEMENT made and entered into on the 27th of January 2011 between Sri Lanka Insurance Corporation Limited., having its Registered office at No. 21, Vauxhall Street, Colombo 02 (hereinafter referred to as the ‘Employer’) of the one part and the Sri Lanka Nidahas Sewaka Sangamaya and Rakshana Sewaka Sangamaya, being a Trade Unions duly registered under the Trade Unions Ordinance and having its Registered offices at No. 301, T. B. Jaya Mawatha, Colombo 10 and No. 288, Union Place, Colombo 02 respectively, (hereinafter referred to as the ‘Unions’) of the other part Witnesseth:

WHEREAS the Unions have shown to the satisfaction of the Employer that it represents a majority of the Non- Executive Grade Employees employed by the Employer.

AND WHEREAS it is the desire of both the Unions and the Employer to enter into an Agreement which will ensure the peaceful adjustment and settlement of all disputes which may arise between the Employer and its Employees and /or the Unions and the promotion of industrial peace, service levels, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Unions and the Employer agree as follows:

1. **Title.**— This Agreement shall be known and referred to as “The Collective Agreement for Non-Executive Grades 2011 - 2013”.

2. **Date of Operation and Duration.**— This Collective Agreement shall be effective from the First day of December Two Thousand Ten, and may be terminated by either party with one month’s written notice (Thirty Days) to the other, provided however that neither party shall give such notice prior to the Thirtieth day of November, Two Thousand Thirteen. Any notice of termination of this Agreement given by either party, prior to the Thirtieth day of November, Two Thousand Thirteen, shall not be regarded as valid notice and shall be of no avail.

In the event that either party deems it necessary to review any terms and conditions of this Agreement, negotiations on same will commence by First September Two Thousand Thirteen.

3. **Persons covered and bound.**— This Agreement shall cover and bind the Employer, the Unions and all the Clerical Grades, Non-Clerical Grades I, II and 3B, Minor Grade IV and V staff, Technical Staff and Sales Staff only who are employed on permanent contracts of employment by the Employer at its work places in Colombo Head Office, Branches and other locations operated by the Employer and who are members of the Unions.

4. **Declaration of Principle.**—

(a) The Employer and the Unions and the employees covered and bound accept the principle that the special consideration affecting the company are such that wage and salary rates are a proper subject for collective bargaining between the Employer and the Unions and that the actions of other employers including government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of Wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.

(b) In cases in which Government does provide by legislation for benefits including increases in wages, gratuity, bonus etc. the following shall apply –

(i) When such benefits are more favourable to the benefits stipulated only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein.

(ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein.

(c) The stipulations contained in Para (b) above are without prejudice to the principle contained in Para (a) above.

5. **Rights and Responsibilities of Employer.**— Selection, placement, distribution, transfer and promotion of personnel, laying down of working hours as per statutory laws, working programmes, planning and control of Branch operations, introduction of new policies or improved operational methods, expansion of business facilities, establishment of quality and operating standards, maintenance of efficiency, the consequence thereof, maintenance of discipline in the work place and for that purpose taking necessary disciplinary action against staff within the framework of the existing law, regulations and standing orders as well as other inherent rights of an employer, are exclusively the rights and responsibilities of the Employer. Recruitment, selection, placement and promotions of employees will depend only on Company requirements and will not be based purely on experience. However, Management acknowledges that the Unions may raise any grievance or dispute in the opinion of the Unions that may have occurred to any of their members. The Company policy on staff promotions, transfers, overtime and loans will be introduced by the Employer within three months of signing this agreement with the concurrence of the union.

6. **General terms and conditions of Employment.**— The terms and conditions of this agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be included in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that 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, the terms and conditions of this Agreement shall prevail.

7. Variation of terms and conditions of Employment or Benefits.-

- (a) 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 or add to all or any of the practices, terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement, other than by mutual agreement.
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Unions or incidental thereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.
- (c) Remaining anomalies, if any, will be looked into on a case by case basis and corrected as mutually agreed by the employer, the unions and the respective employees within an usual period of time.

8. Wages.-

- (a) As from the First day of December, Two Thousand Ten, the Employer will grant an increase in wages as set out in Table I, Clause (d)(i), hereof, also as a full and final settlement of any salary anomalies that may exist in relation to employees covered and bound as represented by the Unions, subject to 7(c) above;
- (b) The basic salary, cost-of-living allowance, Interim allowance 1, Budgetary Relief Allowance and other personal allowances excluding Job-related Allowances will be consolidated to form a new Consolidated Salary for future calculations and thereafter.
- (c) In pursuance of objectives set out in (b) above a Cost-of-Living Allowance (CLA) will be introduced with effect from December, Two Thousand Ten, in terms of which any increase in the Colombo Consumers Price Index [CCPI (Base Year 2002)] beyond the figure of 225.8 (Base figure) will be applied each month and paid at the rate of Rs. 56.91 (Rs. Fifty Six Cents Ninety One) per point. The CLA will be capped at the point when it reaches the average value achieved in the previous two years (2009/10). The CLA cap will be computed using the average of the CLA for the two years, 2009 and 2010. [i.e. $(415.00 + 699.00)/2 = \text{Rs. } 557.00$] and maintained thereafter during the year. If in the event such value falls below the 'capped value' at any given time, the reduced value shall apply. In the event there being an abnormal increase in the value of the CLA for a consecutive period of three months, the afore-stated formula in arriving at the CLA value will be reviewed and revised with the concurrence of the parties under the guidance and advice of the Ministry of Finance.
- (d) This revision will be implemented in three elementary increases as follows;
- (i) A Fixed increase between Rs. 3,000/- to Rs. 5,500/- based on job Grade for non-sales office staff and Rs. 4,000/- for Sales and rate-based Technical Staff, as described in Table I below. This includes the Rs. 2,500/- interim allowance granted and form part and parcel of this salary revision.

JOB GRADE	Non-Sales Staff	Sales Staff	JOB GRADE	TECHNICAL STAFF
CL-GR - I	5,500	4,000	Technical Officer - 2	4,000
CL-GR - II	5,000	4,000	Technical Officer - 3	4,000
CL-GR - III	4,500	4,000	Technical Officer - 4	4,000
Non Clerical - I	5,000			
Non Clerical - II	4,500			
Non Clerical - IIIB	4,000			
Minor Grade - IV	3,500			
Minor Grade - V	3,000			

- (ii) A Service Element of Rs. 300/- per each completed year in service for all staff. This element is a one-off adjustment only and will not be continued thereafter.
- (iii) Having applied the aggregate of (i) and (ii) above to the consolidated salary, if an individual salary is below the minimum point in the salary range, such employees will be placed at the beginning of the scale applicable to his / her grade.

(iv) This outcome will be rounded to the nearest 100 using simple rounding formula.

(v) The wage for December 2010 shall be a consolidated wage, and thereafter.

(e) An annual increment equivalent to 2.5% of the basic-consolidated salary will be granted to employees covered and bound with effect from First February, Two Thousand Twelve and First February, Two Thousand Thirteen.

9. *Annual Bonuses and Statutory Contributions.*— The annual bonus schemes applicable in the year 2010 will be continued in the tenure of this agreement. Contributions made by the employer and employee on statutory payments such as EPF, ETF and gratuity will continue at the same rates as in year 2010.

10. *Work Practices.*— Both the Employer and Unions agree that the work practices of the company shall be those that are specifically stipulated in contracts of employment of employees including job descriptions, existing policies, practices, both existing and those that may be varied from time to time by the company due to new policies being introduced or in view of amendments to existing policies, procedures, practices and job descriptions to meet requirements of the company.

11. *Grievances and Disputes Procedure.*— In the event of any dispute or grievance, arising between an employee or employees and the Company, or between the Union and the Company, the Grievance Handling Procedure of the company shall be followed for the settlement of such dispute or in resolving such grievance. It is agreed by the Employer to work with the Unions and their members to work towards finalising a Grievance Handling Procedure within a three month period from signing this agreement with the concurrence of the union.

12. *Trade Union Action.*— The union and the staff who are members of the union covered and bound by this Agreement jointly and severally agree with the Company that during the continuance in force of this agreement they shall not engage in any form of trade union action in respect of any dispute related to this Agreement and also not engage in any action that can bring the management and the institution into disrepute and harm the goodwill of the Company in general without Presiding to 11 above and above.

13. *Consequences of Termination of Agreement.*— On the termination of this Agreement all terms, conditions, facilities and concessions enjoyed by the Union and / or its members under this Agreement shall ipso facto cease. Employee benefits as per the Collective Agreement will remain unchanged provided Workmen continue with the agreed work practices, terms and condition stipulated in this agreement.

14. *Breaches of the Agreement.*— If in the opinion of the Company and the Employers' Federation of Ceylon, either of the Unions or its members have committed a breach of this Agreement, then and in such event the Company reserves to itself the right to withdraw all or any of the facilities or benefits granted to the employees, or Union, 7 days after raising such breach the Union in writing, without prejudice to the Company's right to restore such facilities or benefits upon such terms and conditions as the Company and the Employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justifications of such withdrawal.

If in the opinion of the Unions, the Employer has committed a breach of this agreement then and in such event, the Unions would have the right to refer such matter to the Commissioner of labour.

15. *Interpretation of Agreement.*— Any dispute over the interpretation of this Agreement shall be settled by conciliation by the commissioner general of labour or voluntary arbitration in terms of the provisions of the Industrial Dispute Act (1950).

16. *Definitions.*— Unless the context otherwise requires the following words shall have the following meaning—

- (a) "Employee" or "Staff" shall mean an employee in the permanent grades in the non-executive categories and covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the *proviso* that it shall not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

Words importing the singular number shall include the plural number and vice versa.

17. SIGNATORIES TO THIS AGREEMENT

FOR AND ON BEHALF OF SRI LANKA INSURANCE CORPORATION LIMITED:



GAMINI S. SENARATH
CHAIRMAN



A. M. M. DE ALWIS
MANAGING DIRECTOR / CEO

FOR AND ON BEHALF OF RAKSHANA SEWAKA SANGAMAYA:



E.W.V.R. DIVAKARA
SECRETARY
RAKSHANA SEWAKA SANGAMAYA



JAYALATH PERERA
VICE CHAIRMAN
RAKSHANA SEWAKA SANGAMAYA

FOR AND ON BEHALF OF SLIC NIDAHAS SEWAKA SANGAMAYA:



RANJITH HETTIARACHCHI
DEPUTY SECRETARY - SLNSS



D.D. DISSANAYAKE
PRESIDENT - SLNSS SLIC BRANCH


WITNESSES:



(1) N. B. HAPUHINNE
GENERAL MANAGER
Sri Lanka Insurance Corp., Ltd.



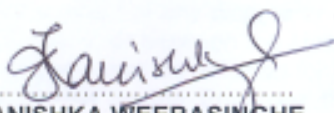
(2) H.P.M. WASANTHA KUMARA
ASSISTANT DIRECTOR
Department of Public Enterprises



(3) R. A. D. J. KARUNASEKERA



(4)



(5) KANISHKA WEERASINGHE
DEPUTY DIRECTOR GENERAL
EMPLOYER'S FEDERATION OF CEYLON



(6)

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ace Containers (Pvt) Ltd., No. 775/5, Negambo Road, Mabola, Wattala of the one part and the Ceylon Mercantile, Industrial and General Workers' Union, No. 03, 22nd Lane, Colombo 3 of the other part on 30th day of December 2010 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.
01st December, 2011,

Collective Agreement No. 31 of 2011

AGREEMENT

This Agreement entered into on this 20th day of June 2011 between Ace Containers (Pvt) Ltd, hereinafter referred to as "the employer" and the Ceylon Mercantile, Industrial and General Workers' Union (CMU) hereinafter referred to as "the Unon".

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. 5 of 2010 and is currently binding on parties. Whereas parties are also in agreement that the provisions of Clause 3 (vi) and clause 4 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 in - operational 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 5 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 June 2011.

2. **Effects of the provisions of this Agreement.** - This settlement reached by parties through this Agreement shall repeal and replace the provisions stipulated in clause 3 (vi) and clause 4 of Collective Agreement No. 5 of 2010 with those set out specifically hereunder in clauses 3 and 4 with effect from 1st June 2011.

3. In view of the 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 a once and for all addition of a sum of Rs. 2300/- (two thousand and three hundred) into the salaries of employees covered and employed by the employer as at 1st June 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 employer to make an ex-gratia payment of Rs. 9,200/- (ie. 2,300/- x4) to employees covered and bound which shall not attract any consequential benefits such as EPF, ETF, gratuity and overtime ect.

5. It is agreed by parties that subject to the amendments made in terms of clause 1 to 3 above they would continue to abide by all remaining provisions of Collective Agreement No. 5 of 2010.

1. අමාත්‍යාංශය, අංශය, කාර්යාලය, සහ සේවා සංවිධානය, ස්වකීය, සහ විදේශ සේවාවන්
 සහ අනෙකුත් සේවා සංවිධානයන්.




Director General of the Department of Government Printing
 Director General of the Department of Government Printing

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