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අංක 1749/19 – 2012 මාර්තු 14 වැනි බදාදා – 2012.03.14

No. 1749/19 – WEDNESDAY, MARCH 14, 2012

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1803.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lanka Walltiles PLC, No. 215, Nawala Road, Narahenpita, Colombo 5 of the one part and the Inter Company Employees Union (ICEU) , No. 12/2, Weera Mawatha, Sri Subootheripura, Battaramulla of the other part on 27th day of October 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.

15th February, 2011,
Department of Labour,
Labour Secretariat,
Colombo 05.

Collective Agreement No. 42 of 2011

COLLECTIVE AGREEMENT

THE Collective Agreement entered into between Lanka Walltiles PLC, a Company duly registered and having Its Registered Office at No. 215, Nawala Road, Narahenpita, Colombo 5. and hereinafter referred to as “the Employer” and the Inter Company Employees Union (ICEU) a Trade Union duly registered and having its registered Office at No. 12/2, Weera Mawatha, Sri Subootheripura, Battaramulla and hereinafter referred to as “the Union” on this 27th day of October Two Thousand and Eleven.

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

1. **Parties covered and bound.**– The terms of this Agreement shall cover and bind the employer, the union and members of the union employed on permanent monthly contracts by the Employer in service in the Manual /Operative grades in the company.

2. **Duration of the collective Agreement.**– The Collective Agreement shall be operative for a Period of 3 years commencing on 01.10.2011.

3. **Revision of Salaries.**— The Employer and the Union have agreed to the following salary revisions.

a) The salary revisions will be effected in the following manner:

Eligibility	1st Year	2nd Year	3rd Year	Total
Less than 4 years of Service	Rs. 1,750/-	Rs. 1,000/-	Rs. 1,250/-	Rs. 4,000/-
Between 4 years of Completed service and Less than 10 years of Completed Service	Rs. 2,500/-	Rs. 1,000/-	Rs. 1,250/-	Rs. 4,750/-
10 years of completed service and above	Rs. 3,000/-	Rs. 1,250/-	Rs. 1,250/-	Rs. 5,500/-

b) The salaries of Supervisory Assistants in the manual grade (formerly designated as Charge Hands) will be consolidated with a further sum of Rs. 500/- in the first year of the Agreement commencing on 01. 10. 2011.

c) Those eligible for the afore-stated salary revision shall be those who are in permanent employment as at 30th September, each year. As for example, to be eligible for salary revision in the first year, an employee will be required to be in permanent employment as at 30. 09.2011.

4. **Night shift Allowance.**— It was agreed to increase this allowance to Rs. 80/-

5. **Uniform Tailoring Allowance.**— The company agreed to increase this allowance and limit it to Rs. 400/- for both males and females. The management also agreed that any expenditure incurred beyond this limit of Rs. 400/- shall be shared between the company and the employee on a 50:50 basis. This will be effected from Financial year. 2012 / 2013 on wards. It was, however, agreed to follow the normal procedure in calling for quotations from tailoring establishments.

6. **Profit Share Bonus.**— The existing terms of making this payment shall remain unchanged. However, the management agreed to increase the advance payable in the month of April each year to Rs. 8,000/- from the current figure of Rs. 5,000/-. The advance shall be deducted from the payment to be made in December each year.

7. **Attendance Bonus.**— It was agreed to increase the attendance bonus to Rs. 1,500/- per month (from the current Rs. 1,250/-) subject to the same terms and conditions applicable at present.

8. **Annual Incremental Rates.**— The management indicated that they will increase the annual incremental rates by Rs. 25/- in respect of all categories.

9. **Festival Advance.**— As a gesture of goodwill to your union, the company agreed to increase the festival advance from Rs. 9,000/- to Rs. 10,000/- subject to the existing terms and conditions.

10. This Agreement shall take effect from 1st October 2011 and shall, unless otherwise terminated by either party giving one month's notice in writing to the other, continue to remain in force provided, however, that neither party shall give such notice prior to the 1st of September 2014, and the Agreement shall not stand terminated prior to the 30th of September 2014.

11. The Union, the Employer and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

12. In the event of a dispute arising out of a matter which is not covered by this Agreement, parties agreed to resolve any such dispute in the following manner.

- i. Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level.
- ii. In the event of non-resolution of the dispute at Stage (i) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
- iii. In the event of non-resolution of the dispute at Stage (ii) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- iv. In the event of non-resolution of the dispute at Stage (iii) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

In witness hereof, parties aforesaid have hereunto set their hands at Colombo on this Twenty Seventh day of October Two Thousand and Eleven.



The image shows four handwritten signatures and their corresponding printed names, arranged in two columns. The left column contains two signatures, and the right column contains two signatures. The printed names are in Sinhala and English. The signatures are in blue ink.

 [Signature] [Name] [Title]	 [Signature] [Name] [Title]
 [Signature] [Name] [Title]	 [Signature] [Name] [Title]