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අති විශේෂ EXTRAORDINARY

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No. 1846/37 – WEDNESDAY, JANUARY 22, 2014

(Published by Authority)

## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/1458.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Premium Exports Ceylon Limited, 258, Grandpass Road, Colombo 14 of the one part and the Inter Company Employees Union, No. 12/ 2, Weera Mawatha, Subootheripura, Battaramulla of the other part on 31st day of December 2012 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,  
08th January, 2013.

#### Collective Agreement No. 06 of 2013

#### COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT made on this 31st day of December, 2012 to take effect from the 1st day of January, 2013 and pursuant to the Industrial Disputes Act.

Between

Premium Exports Ceylon Limited, a Company duly registered in Sri Lanka under the Companies Ordinance and having its registered office at 258, Grandpass Road, Colombo 14, (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. 12/ 2, Weera Mawatha, Subootheripura, Battaramulla (hereinafter referred to as "the Union") of the

## OTHER PART

WITNESSETH :

And it is hereby agreed between the parties as follows:

**Title.**—This Agreement shall be known and referred to as the Premium Exports Ceylon Limited; workers' Collective Agreement of 2013.

1. ***Employer Covered and Bound.***— Premium Exports (Ceylon) Limited.

2. ***Employees Covered and Bound.***— This Agreement shall cover and bind all permanent workforce employees of the employer, in its establishment at Agarapatana (Premium exports Ceylon Limited - Agarapatana), hereto and are members of the Union, as at date and those who will be so employed during the period of this Agreement.

3. ***General Terms and Conditions of Employment.***— During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come in to being at any time after the date hereof or during the continuance in force of this Agreement.

4. ***Earlier Collective Agreements.***— The provisions of this Agreement shall supersede, and replace the provisions of the Premium Exports Ceylon Limited ; Workers' Collective Agreement of 2009 and Assistant Production Workers' Collective Agreement of 2009.

5. ***4 Crew 3 Shift System.***— The Workers Union agrees to 7 days work on a 4 crew 3 shift system with 6 days work and 2 days off. These 2 off days include the day in lieu in respect of Sundays. Sunday/ Saturday work would be as per Clause 13 of this Collective Agreement. This is not applicable for workers who are on General Shift. However during a production stoppage period of there is any, all workers can be called for the General shift and accordingly their off days will be treated as same as the general shift.

6. ***Date of Operation and Duration.***— This Agreement shall be effective from the First day of January, Two Thousand and Thirteen and shall thereafter continue in force unless it is determined by either party giving six months notice in writing to the other. Provided however, that neither party hereto shall give such notice to the other party before the Thirty First Day of December Two Thousand & Fifteen. Unless otherwise terminated as provided herein, the provisions of this Collective Agreement will continue to remain in force.

7. ***Production/ Attendance Incentive Schemes .***— The Production/ Attendance Incentive Schemes will be applicable as set out in the First Schedule.

8. ***Probation.***— Every Employee recruited by the Employer shall serve an initial period of probation of not more than six (6) months, provided however, that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (3) months and in that event the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation, the Employer shall have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the employer, the employee shall be deemed to be confirmed in his Employers service with effect from the day after the date on which the period of probation or extended probation as the case may be ended.

9. ***Attendance.***—

- (1) Unless otherwise specifically instructed by Employer an employee shall present himself for work on every day (other than a company holiday) at the usual starting time of the office, factory or job as the case may be and shall there remain available for work throughout the normal working hours.
- (2) If, at a office, factory or job work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform other work within his capacity and skill where such work is available within the Company.

- (3) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

10. **Hours of work.**-The normal working hours shall be those hours which are customarily worked at a Store, Factory, Laboratory or job as applicable to the 4 Crew 3 Shift System in the establishment of the Employer or stipulated in his letter of appointment.

11. **Forfeiture of Wages.**- Unless for good cause shown to the satisfaction of the employer, if an employee fails to hold himself available for work through out the normal working hours of each working day he shall forfeit and the employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

12. **Overtime.**-

- (1) An employee shall work reasonable overtime when required to do so by the employer and co-operate with the Management for better output and the employer shall extend its co-operation to the employees to achieve same. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.
- (2) Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 23 (a) hereof.

13. **Saturday & Sunday work.**- In respect of every 6 days of work an employee shall be allowed 2 days holidays on the 4 crew 3 shift system. As per 4 crew 3 Shift System Saturday and Sundays will be normal working days depending on the roster.

The employer will grant an employee the following for working on Saturdays and Sundays for the workers who work as per the 4 crew 3 Shift pattern/ Shift system:-

(a) Working on Saturday

Saturday is a normal working day as per the Shift pattern and should work 8 hours in a normal shift. For the first 7 hours no additional payment will be made and for the 8th hour an overtime payment will be made at the rate 1.5 times. In excess of their working hours if someone works on Overtime, the OT rate is 1.5 times.

(b) Working on Sunday

Sunday is a normal working day as per the Shift pattern and an employee should work 8 hours in a normal shift. Working on a Sunday will be paid 0.5 time of a daily rate and which will be calculated by dividing the monthly salary by 26 and multiplying that by 0.5. This will be called as the enhanced rate of pay for working on a Sunday as per the shift.

(c) General shift

General shift workers will work Monday to Friday in day time for 9 hours including one hour meal break and work 5 hours in a Saturday. For any work performed after 5 hours on Saturdays, will be treated as overtime and the employee shall be remunerated at one and a half (1 1/2) times the normal hourly rate for each hour or proportionately for any fraction of an hour, and for any work performed on Sunday, the employee shall be remunerated at double the normal hourly rate for each hour or proportionately for any fraction of an hour,

All workforce employees who have joined before 1st December '2012' will get a special allowance as per the formula set out in the 2nd schedule with effect from 1st January 2013. This would be granted for the existing employees as at 1st December 2012 to agree on the new way of working on Saturdays and Sundays as stated in sub clause 13.a, 13.b, of 13.

14. **Annual Holidays.** - From the second year of employment onwards an employee shall be entitled to take fourteen (14) days of annual holidays with full remuneration of which not less seven (7) days shall be taken on consecutive days. Such leave shall have to be availed of on days to be mutually agreed upon by the employer and employee.

15. **Casual leave.** -

- (1) In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to take on account of private business or other reasonable cause, including ill-health if that Person's entitlement to sick leave has been fully utilised, leave (hereinafter referred to as "casual leave") with remuneration for the

period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration. Provided however that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health and that any employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any employees first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two months' service.

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

16. **Sick leave.** - Sick leave entitlement will strictly be applicable as specified in the letter of appointment. For any year, an employee shall be entitled to sick leave not exceeding 07 days. However for the employees who have 21 days sick leave currently as per their letter of appointment it will remain as it is. Provided that:

- (a) his illness is supported by a certificate from a registered medical practitioner (unless waived by his Employer), and approved by the industrial Relations Department, and
- (b) the employee shall not be on probation within the meaning of Clause 8 hereof. Provided, however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave proportionately.
- (c) If the person is unable to utilize full or part of the sick leave entitlement, the employer agrees to pay the balance sick leave at the rate of double the daily rate at the end of the year. Half days are not considered for this payment.  
Formula : (Basic salary/ 30) x 2
- (d) If an employee is unable to report for duty due to hospitalization due to Surgery or any bone fractures or any illness which results in hospitalization, and if the employee does not have any balance leave in any category (i.e. Annual, Casual, and Sick), that person will be granted extra leave up to a maximum of 3 months with pay subject to a recommendation of government qualified doctor (MBBS certified Doctor) and within the Company policies. For illnesses such as Mumps, Measles, Chicken Pox, leave will be granted up to a maximum of 7 days if that is recommended by a government qualified doctor (MBBS certified Doctor). However this can be extended at the discretion of the management based on need and medical requirement of the individual employee.

#### 17. **Public Holidays.** -

- (1) The employer shall allow the following holidays normally applicable to the employees under the Shop & Office Employees Act.
  - (i) Thai Pongal Day
  - (ii) Prophet Mohamed's birthday
  - (iii) National Day
  - (iv) Day preceding Sinhala & Tamil new year
  - (v) Sinhala and Tamil New year day
  - (vi) May day
  - (vii) Day following Wesak Full Moon poya day
  - (viii) Christmas day

Provided however that an employee may be employed on a public holiday subject to the payment of overtime at the rate of two times the daily rate.

- (2) If any Public holiday to which an Employee is eligible under the provision of sub-clause (1) falls on a off a day for the 4 crew 3 shift system or Sunday for the general shift, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such Public Holiday shall be granted to the employee as a weekly holiday in accordance with the provisions of Clause 13 hereof.

- (3) If any Public holiday to which an employee is eligible under the provisions of sub-clause (1) falls on a Saturday, the number of hours constituting the normal working day (inclusive of one hour for meal) on the day immediately preceding such Public holiday shall be as on a Saturday.

18. *Salaries and Annual Bonus.*—

- (1) All employees covered and bound by this agreement will be given a 10% increase with effect from 1st January 2013 based on their individual basic wage of 31st December 2012. Rs. 6,472/- from NRCLG is already built into the present salary. Furthermore a sum of Rs. 9,528/- will be added to the salaries of all employees employed as at 31st December 2012 covered by this agreement with effect from 1st January 2013 on a once and for all basis. Future employees would not be entitled to this payment. This payment would be in lieu of Non Recurring Cost of Living Gratuity. There will be no cost of living payment either by way of NRCLG or consolidation of salaries in future.
- (2) All employees covered and bound by this agreement will be given a 5% increase with effect from 1st January 2014 based on their individual basic wage of 31st December 2013.
- (3) All employees covered and bound by this agreement will be given a 5% increase with effect from 1st January 2015 based on their individual basic wage of 31st December 2014.
- (4) Employees whose names are mentioned in 3rd Schedule would receive a once and for all payment as indicated in 3rd Schedule to their salaries with effect from 1st January 2013. This would be in lieu of the lesser component of sick leave they are entitled as per their letter of appointment. This would be a once and for all payment and there would be no enhancement of the present sick leave payment in future.
- (5) *Annual Bonus:* An annual bonus payment will be made on or before 31st December in each year as per the formula given below;

Fixed Bonus : 2.5 Months

Attendance Bonus : 0.5 months and if the person has gone on no-pay, he/she will not qualifying for this bonus.

Performance Bonus : This will be paid for the target achieved by the workforce employees and for the duration that this collective agreement is in force (3 years) the targets are ;

- (i) Annual Production plan Compliance > 90% : Plan compliance is measured weekly by measuring the number of quality right (Fit) boxes against the weekly plan. The weekly plan will be made considering any planned shut - downs and change - over based on standard times. The annual plan compliance is measured by averaging the weekly plan compliances across all weeks of the year.
- (ii) First time right > 95% : This is measured by taking the number of quality right (Fit) boxes as a percentage of total boxes produced.

Each of these two targets will carry a 50% weight on the one month performance bonus.

- (6) *Bonus advance.* - One month Bonus advance will be paid from the fixed bonus in April or Deepawali festival season or for Ramadan festival time for the relevant people. For those who need the Bonus advance other than in April, should inform the management in the beginning of the year. This bonus advance will be deducted when paying the bonus at the end of the year or if an employee retires.
- (7) The Salary scales will be as per the fourth schedule.

19. *Notional Arrears.* - By way of notional arrears in respect of the period First Day of June 2012 to the Thirty First Day of December 2012, the Employer shall pay each employee covered and bound by this Agreement a lump sum equal to a 10% increase of the basic salary as at 30th November 2012 multiplied by 3.5. In addition 22 days salary based on basic salary as at 30th November 2012 will be paid as an ex-gratia payment. In addition employees will be paid the difference between the proposed new bonus and the existing bonus as an ex-gratia payment. For this calculation the performance bonus of one month is paid in Full. However the attendance bonus of 0.5 months will be strictly calculated on the proposed terms of the attendance bonus. There would be no EPF, ETF, overtime calculations or any other statutory payments

in respect of the notional arrears. This payment shall not be regarded as an employee's salary for any purpose whatsoever. The payment shall be made within twenty one (21) days of the signing of this Agreement.

20. **Production.** - The Union and the employees agree with the employer to operate the factory in full capacity in all times as expected by the management and not to limit the factory capacity within the collective agreement. However, due to any subsequent additional increase in capacity, if the workload of any manually handled job substantially increases, the employer and the union will discuss and mutually agree on a solution.

21. **Shift Allowance.** - Shift allowances will be enhanced starting from this agreement start date.

New shift allowances are stated below ;

| Shift   | From  | To         |
|---------|-------|------------|
| Morning | 22.76 | Rs. 27.31  |
| Evening | 34.20 | Rs. 41.04  |
| Night   | 91.08 | Rs. 136.62 |

Morning shift allowance will be applicable for the general shift workers as agreed.

22. **Festival Advances.** - The festival advance will be increased to a maximum of Rs. 25,000/- and this will be deducted from the salary starting from the following month and in 10 installments. However if an employee is due to retire within this period, the number of installments will be calculated based on the number of months available until retirement.

23. **Wages for Period less than one Month.** - For the purpose of this Agreement, the wages of an employee for periods less than one month shall be computed in the following manner:

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

24. **Rates of Provident Fund Contributions.** -

- (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.
- (2) Subject to the provisions of the Employees' Trust fund Act, No. 46 of 1980, where the Employer and the employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employees' Provident Fund Act, the more favourable rates of contribution will continue.

25. **Annual Increments and Promotions.** -

- (1) An annual increments which would be 1% of the basic salary would be added to the salary to all eligible employees covered by this agreement on the 1st of April of each year. Any employee who has been on unauthorized absence or no pay during the preceding year would not be entitled to the annual increment.
- (2) Charge hand Category
  - (a) The Union agrees with the employer to perform all duties and responsibilities specified in the fifth schedule for the existing Charge Hand Category and for that a sum of Rs. 2,000/- will be added to the basic salary of existing Charge Hand employees.
  - (b) Further when promoting to the Charge Hand category an employee will get Rs. 2,000/- increment and the promotion will be given after assessing their skills following an interview. The existing Charge Hands can be called for the interview after notifying the skill gaps by mapping their skills with required skill levels, in a reasonable time (6 month) and if they get through the interview, they will be paid this amount in addition to the sub clause a above. The interview panel will consist of



- (i) Department Manager
- (ii) IR & Administration Manager
- (iii) A Manager from other department
- (iv) Union representatives as an observer

The Union representative will be only an observer. The decision on interview process and selection will be totally on management discretion.

26. **Warnings.**— If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee, by a letter, a duplicate of which shall be signed by the Employer. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses. Provided however, that the Union disputes the warning imposed on the employee by the employer and requests the holding of an inquiry, the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within (10) working days after receipt of the employee's explanation shall not be material or relevant.

27. **Suspension.**—

1. An employee may be suspended without pay by his Employer:
  - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal;
  - (b) In order to avoid a breach of peace or damage to the property or disturbance of the business of the Employer;
  - (c) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry;
2. At the time of suspension under sub-clause (1)(a) or within twenty-four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter, hold an inquiry into the charge or charges against him, if any.

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

1. Irrespective of whether an Employee has been suspended under Clause 27 hereof or not, the Employee shall be furnished with a show cause notice, which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
2. Within three (3) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer, the answer or explanation to the charges preferred against such Employee. Provided however that if in the circumstances it is reasonable, the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
3. If the Employer is satisfied with the written answer or explanation of the Employee, the Employee shall, if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
4. If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within Ten (10) days from the date of receipt by him of the written answer or explanation to the show cause notice.
5. After holding such inquiry the Employer shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.

6. If the Employee is under suspension and the Employer after such inquiry makes order that;

- (a) The Employee shall not be dismissed then the Employee shall resume employment forthwith and shall subject to the provisions of sub-clause 25 (c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;
- (b) The Employee shall be dismissed, the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension;
- (c) In view of the serious or involved nature of the charges in the show cause notice against the Employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.

7. If in any case where an Employee is suspended as provided for herein the Employer fails to make order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for a period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.

8. In any case where an Employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the Employee unless they are prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.

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

### 30. **Termination of Service:**

- (1) Every contract, whether oral or written, for the hire of any Employee by the Employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of clause 8 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one (01) month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's notice be given by either party to the other of his intention to determine the same and such month has expired.
- (2) Where an Employee is engaged for a particular job or period such as casual or temporary work, he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the Employee to complete the job within a reasonable time.

31. **Gratuity.**— All employees who have served in excess of five years but less than ten years shall be entitled to gratuity in cessation of employment in accordance with the provisions of the payment of Gratuity Act, No. 12 of 1983. Employees who have served in excess of ten years will be paid gratuity at the rate of one month's salary for each year of service.

32. **Medical Insurance.**— Insurance cover for both indoor and outdoor medical purposes will be granted through a reputed Insurance Company on an agreed premium payment per year. Employer would pay 52.5% and an employee would pay 47.5% of the premium. In the



event of any increase in premium the Employer/ employee would pay the increase amount at the agreed percentage rate of 52.5% and 47.5% respectively. The limitations of the cover would be as follows.

1. An outdoor insurance cover of Rs. 15,000/- per family.
2. Surgical and Hospital Expenses Medical Insurance Cover of Rs. 150,000/- per family.
3. A Sum of Rs. 750/- will be paid as Medical allowance for the employees who have joined the Company before 1st December 2012.

33. **Workmen's compensation.**– All employees shall be entitled to the Workmen's Compensation under the Workmen's Compensation (Amended) Act.

34. **Medical Assistance:** Employer will pay the following amounts to facilitate employees to arrange their own transport for medical visits for themselves and thier families. Family is defined as spouse and children who are not married and below the age of 25.

Glenline/ Agarapathana Hospital Rs. 300/- (this does not include morning medical trip to Agarapathana Hospital).

Lindula Hospital Rs. 1,200,

Talawakele Hospital /Medical Centers Rs. 1,500/-)

A medical certificate and the original diagnoses card from a valid MBBS quified doctor needs to be presented to obtain this claim.

For distances travelled beyond Talawakelle, the employer will bear a cost of Rs. 850/- and a distress loan will be provided to the employee to be paid back in three months starting from the immediate payroll date. The distress loan amount will be calculated based on deducting the Rs. 850/- from the cost of travel given below.

| <i>Town</i>  | <i>Amount Rs.</i> |
|--------------|-------------------|
| Hatton       | 2,500/-           |
| Nuwara eliya | 3,000/-           |
| Nawalapitiya | 4,500/-           |
| Kandy        | 6,000/-           |
| Colombo      | 6,000/-           |

The above amounts will only applicable for medical trips commencing from Agarapathana/ Lindula, Talawakelley, and Hatton areas. Number of occasions to be claimed is up to a maximum of 36 occasions per quarter.

35. **Medical Inspections and Supply of Protective Clothing.**– The employer shall make arrangements for the inspection of the general health and sanitary conditions of the establishment by a qualified medical practitioner.

36. **Entertainment reimbursement.**– The employer will pay each employee Rupees Five Thousand (Rs. 5,000/=) per year as an entertainment reimbursement.

37. **Transport for Funerals.**– The employer will provide transport to the employees to attend a funeral of a fellow employee.

38. **Other terms and benefits.**–

1. Distress loans: Distress loans will be considered on natural disaster or sudden illness for one month salary and this will be deducted from the employees in 12 installments. Interest rate for the loan is 8% per annum.

To qualify the loans the employees should produce a report from the relevant "Grama Niladhari" the government officer or from the divisional secretary of the area for a natural disaster and for sudden illness (which resulted the employee is unable to report for work at least 2 weeks) a medical report should produce from a Government doctor having MBBS qualification.

However considering the natural disaster and it's damage an employee can request 2 months salary and the management has discretion to consider the request and grant 2 months salary with 8% interest per annum and that also will be recovered by 12 equal installments.

2. Curfew Allowance of the workforce category is Rs. 125/-.
3. *Death of an Employee.*— In the event of a death of an employee, the company agrees to make an ex-gratia payment of Rs. 100,000/- in respect of funeral expenses.
4. *Service Award.*— The company agrees to give service awards as follows;
  - 15 years of service - 1 Sovereign Gold Coin
  - 20 years of service - 1 1/2 Sovereign Gold Coin
  - 25 years of service - 2 1/2 Sovereign Gold Coin
5. *No pay gifts.*— No pay gift to the value of Rs. 500/- per year will be awarded for each year of service continuously without undergoing no-pay. If someone undergoes no-pay, his/her service will be counted from the next year as if he/she will not undergone no-pay on that year. The gift will be given in the following year.
6. *Short leave for banking.*— This period is not treated as on duty and this is a relief from duty for banking. This facility is applicable only for those who are currently enjoying this facility and joined the company on or before 31st December 2009.
  - 6.1 Talawakelle : 2 hours period  
The employees Bank and the branch should be at either Talawakelle or Hatton to qualify for this facility.
  - 6.2 Agarapathana, Holbrook, Glenlyn : half an hour  
The employees Bank and the branch should be at the above destinations to qualify for this facility.
  - 6.3 This facility will be allowed only for the employees who are working in the morning/general shift at the date of banking the salary. If the relevant shift is continuing the next day, they will be released on the next day if unable to go to the bank at the previous day due to official work.  
  
Employees, who have joined between 1st January 2010 and 31st December 2012, will be granted only half an hour under the 6.2 above.
7. *Morning medical trip to Agarapathana Government Hospital.*— A vehicle will leave from the factory to the Agarapathana Government from Monday to Saturday at 9.00 a.m. Employees and their family can utilize this facility and the employee is responsible on road safety policy for himself and his family during this transport. If the employee is on duty and he needs to get treatment from the Hospital on this trip, he should obtain prior approval from the department Manager/ APM/ Executive. Family is defined as spouse and children who are not married and below the age of 25.
8. *Short leave .*— There is no short leave facility provided for employees. However in an emergency situation, employee can make a request to the department manager and a relief will be granted from duty not exceeding one hour at the discretion of the management.
9. *Salary advance.*— The employer has agreed with union to increase the salary advance to Rs. 2,000/- and this will be banked on or before 5th of every month and this will be recovered from the same month's salary. To withdraw this amount, no short leave will be provided.
10. *Agreed current practices*
  - (i) On the union request to grant short leave for attending funeral of the workers Mother/Father/Spouse/Children/ Mother in Law/ Father in law, the employer will consider the situation and may allow at the discretion of the employer.
  - (ii) The employer will allow the Islam workers to pray on Friday, during a given time.
  - (iii) The employer has agreed to provide transport for the parent union office bearers from Hatton to Agarapathana & return to Hatton if they come for a meeting or event which is approved by the employer in advance.
  - (iv) The employer agrees to grant a half day holiday on the day prior to the Christmas holiday. However the employer has the right to ask for work from the workforce employees for this period with overtime at the rate of 1.5

**39. Disputes Procedure**

- (1) In the first instance, the employees shall submit any demand on behalf of its members to the Employer and give the Employer at least ten (10) working days' time within which to reply. If, in the Union's opinion, the Employer's reply is unsatisfactory, the Union and the Employer shall explore the possibility of reaching a settlement.
- (2) When the Union concludes that negotiations with the Employer have been abortive, it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conferences and /or discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.
- (3) Subject to the provisions of clause 42 hereof, all disputes between the Union and the Employer shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.
- (4) Any party to this Agreement shall not instigate support or engage in any unfair labour practice during the currency of this Agreement.

**40. How Anomalies in the Course of Implementing this Agreement shall be Dealt with.**– Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Employer and the Union and if the matter cannot be settled by negotiation, the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations thereunder.

**41. Trade Union Action.**– The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not engage in any strike or other form of Trade Union action against the Employer, in respect of any dispute between the Employer on the one hand and the Union and/ or its members and / or any employees covered and bound by this Agreement on the other hand, whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of an Employer which in the opinion of the controlling body, (by whatsoever name called) of the Employees is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/ or its members or grossly unfair or seriously detrimental to the interests of the Union and/ or its members. Provided, however, that at least Fourteen (14) days notice in writing shall be given by the Union to the Employer and the Commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent to the act of an Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/ or its members of is grossly unfair or seriously detrimental to the interests of the Union and/ or its members.

**42. Variations of Terms and Conditions of Employment Benefits**

- (1) The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement, other than by mutual agreement.
- (2) The Employer agrees with the Union and its members and the Employees covered and bound by this Agreement that they shall not seek to vary, alter or withdraw all or any of the benefits as prescribed in the Collective Agreement other than by mutual Agreement.
- (3) Any dispute or difference arising from negotiation under the provisions of sub-clauses (1) or (2) may be resolved by voluntary arbitration but only if both parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

**43. Domestic Inquiries.**– If an employee who is furnished with a show - cause notice in terms of Clause 28 of Part 1 hereof is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show - cause notice.

- (a) The Employer will subject as hereinafter provided, allow another member of the Union (hereinafter referred to as “an Observer”) to be present as an Observer without loss of salary for absence from work.

- (b) If the Employee who is served with a show - cause notice desires an Observer to be present at the inquiry to be held pursuant to such show - cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry, in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings there to, nor the findings pursuant thereto.

44. **Union Meetings.**— The following provisions shall apply to meetings of the Union:-

- (a) In respect of each meeting, which the Employees desire to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions :-
  - (i) that no person other than an Employee in the service of the Employer shall be present at a meeting of the Union;
  - (ii) On occasions such as the Annual General Meeting of the Union, the office bearers of the Union may, with the prior approval of the Employer, attend ;
  - (iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its Office Bearers to ensure that no damage is caused in the course of or in the connection with a meeting of the Branch Union to the Employer's property or any other persons at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against such damage.

45. **Duty Leave.**— The following provisions shall apply to duty leave - without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal. The Employer will generally grant permission for not less than two Office Bearers of the Union.

- (a) to be present at Conferences, held under the aegis of the Employers' Federation of Ceylon or the Department of Labour, in connection with a dispute between the Employees and the Employer,

or

- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of salary for such absence.

2. The Employer will release not exceeding 7 union office bearers from duty for the collective agreement discussions if the discussion panel from the branch union is 7. These 7 members will be given a duty leave to participate for the discussion if they are not in their off/ weekly holidays.
3. The Employer, will in their discretion, grant leave without remuneration to an employee to attend a Trade Union Course or Seminar or conference either in Sri Lanka or abroad on no pay leave unless the employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose. The employer agrees to release 2 union office bearers from duty for the parent union monthly committee meeting and the union should make a request from the employer at least 1 week before the date along with the names of the 2 office bearers need to be released.

46. **Check Off.**—

1. In this clause 'Employer' shall mean the Employer bound by this Collective Agreement and in whose establishment the membership of the Union is not less than forty per cent (40%) of the Employees covered and bound by this Agreement.

2. The Employer shall, on the written request of an employee, deduct from the wages due to such Employee the current monthly Union, dues as are specified by the Employee, to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
3. Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 (hereinafter referred to as an "Authorization") as set out in the Sixth Schedule hereto.
4. Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 (hereinafter referred to as a "Revocation") as set out in the Seventh Schedule hereto.
5. As far as practicable, deductions under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
6. As far as practicable, deductions under an authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however -
  - (a) that the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with paragraphs (5) or (6) above ;
  - (b) that, in his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deduction by way of check off will together with all other deductions from an Employee's wages in that month exceed the deductions permitted by law.
7. The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately preceding to the Treasurer of the Union in accordance with the tenor of each Authorization by a cheque payable to the Treasurer thereof and cross "Account Payee".
8. The cheque shall be sent at the risk of the Union and the Employees concerned by post in a pre-paid envelope, addressed to the Treasurer of the Union as its address for the time being.
9. The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
10. The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the actual deductions made.

47. 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 all existing work norms at the factory such as through puts, the continuance manufacture without interruption during intervals and the performance of what ever work that is assigned to the employees in the factory will be continued without any variation whatsoever and whatever variation in this regard will not be effected other than by mutual agreement between parties.

48. **Scholarship Scheme.-** The Scholarship scheme would be granted as per the terms and conditions stated below :-

Objective : To provide a limited number of scholarships to the children of non - management grades, who have proved to be outstanding student and in need of financial assistance and as an encouragement to further their studies.

#### Eligibility Criteria

- (a) Students who have passed the year 5 Scholarship Exam.
- (b) Students who have passed G. C. E. (O/ L) Examination as per the terms mentioned below.
- (c) Students who qualified to enter into the local universities under the University Grant Commission.

#### General terms and conditions on Scholarship Scheme

1. A Scholarship award of Rs. 2,400/- for students who successfully passed the Year 5 scholarship examination in the previous year.

2. A Scholarship award of Rs. 6,000/- for the students who have successfully passed the Year 5 scholarship examination in and who have achieved an average of more than 75% or Very Good positions at the last term test of the previous academic year.
3. A Scholarship award of Rs. 4,000/- for the students who have successfully passed the Year 5 scholarship examination in and who have achieved an average of more than 50% or Good positions at the last term test of the previous academic year.
4. A Scholarship award of Rs. 8,000/- for the year for those students who have successful in G. C. E. (O/L) examination in eight (8) subjects with 8 'A' passes for the main subjects in one sitting and continue to study in G. C. E. (A/L) class to prepare for the University entrance examination (The eight passes should include Sinhala/ Tamil/ English language and Mathematics).
5. A Scholarship award of Rs. 6,000/- for the year for those students who have successful in G. C. E. (O/L) examination in eight (8) subjects with 4 'A' passes for the main subjects in one sitting and continue to study in G. C. E. (A/L) class to prepare for the University entrance examination (The eight passes should include Sinhala/ Tamil/ English language and Mathematics).
6. A Scholarship award of Rs. 18,000/- for the students who are successful in entering the State University as an internal student (For this scholarship a student is allowed to sit only twice for the University entrance examination).

Those parents of the students who seek assistance under the scheme are required to produce a certificate from the Registrar of the University or the Principal of the school as the case may be, giving details of the student's academic achievement.

The award will be presented by cheque to enable the student to open a saving account in the bank specified by the parent.

This will be in force with effect from 1st January, 2013 and those who have obtained the scholarship under the previous agreement are not qualified on the same category.

49. **Definitions.** - In this Agreement, unless excluded by the subject or context, the following words shall have the meaning set opposite to them.

| <b>Words</b>   | <b>Meaning</b>  |
|--|---|
| The Industrial Disputes  | The Industrial Disputes Act, No. 43 of 1950 as amended.   |
| Employer (For convenience sometimes referred to as 'he' or its grammatical variations) | The Employer, Premium Exports (Ceylon) Ltd ; covered and bound by this Agreement.   |
| Employee (For convenience sometimes referred to as 'he' or its grammatical variations) | The employee covered and bound by this Agreement.   |
| Union  | The Union shall be a reference to the Inter Company Employees Union   |
| Dispute  | A dispute or difference between the Employer and an employee or between the Employer and the Union on any matter covered by this Agreement or affecting the employees covered by this Agreement in relation to their employment under the Employer. |
| Year   | A continuous period of twelve (12) months.  |
| Week   | The period between midnight on any Saturday Night and midnight on the succeeding Saturday night.  |

Words importing the masculine gender shall include the feminine.

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

50. **Payments.** - All payments due to permanent workforce employees of the Employer, in this Establishment at Agarapatana (Premium Exports Ceylon Limited - Agarapatana) employed in the First Schedule will be remitted to a Bank Account of employee's choice.



# THE FIRST SCHEDULE

## PRODUCTION / ATTENDANCE INCENTIVE SCHEMES

### A. *Production Incentive Scheme.*-

Employees of Production, Engineering and quality Assurance will be entitled for a monthly production incentive which is linked with achievement of two Key Performance Indicators (KPI's). Monthly target for each KPI and the impact each one of them has on the production incentive (weightage) is given in the following table:-

| <i>KPI</i>            | <i>Target</i> | <i>Weightage</i> |
|-----------------------|---------------|------------------|
| Production Efficiency | 90%           | 80%              |
| First Time Quality    | 98%           | 20%              |

Maximum production incentive which can be earned by each employee, if targets for both KPIs are achieved in a particular month, will be **8.0% of his monthly basic salary for all workforce employees.**

If only one KPI target is met in a month, production incentive will be calculated based on the weightage specified for that KPI.

If both KPI targets could not be achieved in a month, production incentive for that month will be Zero.

If the Production efficiency will be greater than 95% and the First time Quality is 98% or more, the production incentive will be increased to 8.5% for the particular month.

However, to be able to claim any production incentive, an employee should meet following criteria with respect to attendance to work.

- \* No. of leaves (casual, sick or day offs) taken by him/her in that month should not be more than two days.
- \* Annual leaves taken with prior approval is exempted.

### *Example :*

Basic Salary of Employee A is Rs. 25,000.00

He has taken 1 unplanned leave (casual) and 3 annual leaves(with prior approval) in February.

Production Efficiency for the Month of February is 92% and First Time Quality is 97%.

Applicable Production incentive for Employee A = 25,000 X 4.0% X 80% = Rs.800.00

### **Definition of KPIs**

#### 1. **Production Efficiency**

This is to measure how well the production time is utilized to manufacture products with right quality. Method of calculation is briefly described below:-

|   |                  |                                 |
|---|------------------|---------------------------------|
| O | Operational Time |                                 |
| P | Production Time  | Routine Production<br>Stoppages |
| E | Effective Time   | Unexpected<br>Stoppages         |

$$\text{Effective Time} = \frac{\text{Good Output}}{\text{Specified Speed}}$$

$$\text{Production Efficiency} = \frac{\text{Effective Time (E)}}{\text{Production Time (P)}}$$

This Production Efficiency will be calculated on daily basis for both towers and a monthly aggregate value (weighted average) calculated at the end of the month. It is this aggregate value which will be considered in calculating the Production Incentive.

Specified speeds of Spray Dryers for different products :

| Spray Dryer | Product      | Specified Speed<br>(Kg/ hr) |
|-------------|--------------|-----------------------------|
| Tower 1     | Saint Bright | 250                         |
|             | STD 777      | 230                         |
|             | STD 896      | 230                         |
|             | 140XHBD      | 150                         |
|             | 140XLBD      | 150                         |
|             | STD 7        | 150                         |
|             | STD 77L      | 220                         |
|             | STD 107X     | 230                         |
|             | Green Tea    | 125                         |
|             | STD 9        | 132                         |
|             | Dark Milled  | 225                         |
| Tower 2     | Saint Dark   | 90                          |
|             | STD 789      | 75                          |

These speeds are reviewed/ revised annually or whenever

- \* a significant improvement in speeds observed and is sustained for more than two months.
- \* a new product is introduced.
- \* a change in the process happens which leads to change in speeds.

*Example :*

Total production of good powder (Saint Bright) manufactured = 5,500 kg  
 Qty. of unfit powder, due to presence of black particles = 200 kg  
 Total production time = 24 hrs  
 Stoppage due to particles in product = 2 hrs  
 Effective Time = 5,500/250 = 22 hrs  
 Production Efficiency = 22 hrs / 24 hrs = **91.6%**

## 2. First Time Quality

This is the production with right quality in the first time as a percentage of total production. formula for calculating same is given below:-

$$\text{First Time Quality} = \frac{\text{No. of boxes without quality issues}}{\text{Total No. of boxes produced}}$$

*Example :*

Total No. of boxes manufactured in February = 3,840  
 No. of unfit boxes = 50  
 Number of boxes with right quality in the first time = 3,790  
 First Time Quality for February = 3,790 / 3,840 X 100 = **98.7%**

## B. Attendance Incentive Scheme

All employees in First Schedule and Second Schedule are eligible for a monthly attendance incentive payment of Rs. 1,000/-. An employee is eligible for same as follows :-

- (a) Present for work on all days work offered during the month : 100%
- (b) Planned/Approved Annual Leave/Day offs\* : 100%
- (c) If one day casual or sick leave taken during the month : 75%
- (d) If two days casual or sick leave taken during the month : 50%
- (e) More than 2 days casual or sick leave taken during the month : No Payment

\*DAY OFFS - This is applicable only for the General shift workers if they work on a Sunday.

## THE SECOND SCHEDULE

### **Special Allowance**

A special allowance will be paid for the workers who are in employment before 31<sup>st</sup> December 2012 as per the calculation given below;

For general workers who are in shifts;

#### **Sunday pay**

$$\left[ \frac{\text{Basic salary of Dec 2012}}{240} \times 2 \times 8 \times 3.2 \right] - \left[ \frac{\text{Basic salary of Dec 2012}}{26} \times 0.5 \times 3.2 \right] = \text{Answer 01}$$

#### **Saturday pay**

$$\left[ \frac{\text{Basic salary of Dec 2012}}{240} \times 1.5 \times 3 \times 3.2 \right] - \left[ \frac{\text{Basic salary of Dec 2012}}{240} \times 1 \times 1.5 \times 3.2 \right] = \text{Answer 02}$$

Special allowance = Answer 01 + Answer 02

**\*\* Engineering workers all calculations will be made by 200 instead of 240.**

## THE THIRD SCHEDULE

## Employee name list as per clause 18.5

Formula of calculation of the special once and for all payment for the names mentioned below;

Basic salary paid in November 2012 14

----- x 2 x ---

30

12

| #  | Emp.No | Name                            | Special addition |
|----|--------|---------------------------------|------------------|
| 1  | 273    | V. Paramanathan                 | 1,315.22         |
| 2  | 275    | A. Rajamohan                    | 1,315.22         |
| 3  | 276    | T. Ramachandran                 | 1,315.22         |
| 4  | 277    | M. Chandrapalan                 | 1,315.22         |
| 5  | 278    | T.M. Hassan                     | 1,318.33         |
| 6  | 279    | S. Manivannan                   | 1,315.22         |
| 7  | 280    | G. Thirukeswaran                | 1,315.22         |
| 8  | 281    | N. Sundaramoorthy               | 1,315.22         |
| 9  | 282    | R.M. Samarasena                 | 1,321.44         |
| 10 | 283    | P.A. Majith                     | 1,312.11         |
| 11 | 284    | T. Kanagaraj                    | 1,315.22         |
| 12 | 285    | A.M. Nalaka Priyadharshana      | 1,318.33         |
| 13 | 286    | M. Selambukumar                 | 1,321.44         |
| 14 | 287    | M. Rajan                        | 1,315.22         |
| 15 | 288    | S. Savaridas                    | 1,315.22         |
| 16 | 289    | A.M. Siriwardana                | 1,302.78         |
| 17 | 290    | I. Kalaichelvam                 | 1,315.22         |
| 18 | 291    | P. Samarakoon                   | 1,315.22         |
| 19 | 292    | P.H.S. Jayatilleke              | 1,312.11         |
| 20 | 293    | H.M. Priyantha                  | 1,309.00         |
| 21 | 295    | R.N. Jayawardena                | 1,321.44         |
| 22 | 296    | I. Jegatheesparan               | 1,324.56         |
| 23 | 297    | S. Gopalakrishnan               | 1,315.22         |
| 24 | 298    | N. Nithiyananthan               | 1,318.33         |
| 25 | 299    | T. Siyam Rasdeen                | 1,324.56         |
| 26 | 300    | M. Muthukumaran                 | 1,315.22         |
| 27 | 301    | S.M. Sunimal Bandara Samarakoon | 1,413.65         |
| 28 | 302    | L.D.S. Basnayake                | 1,413.65         |
| 29 | 303    | K.A. Chaminda Niroshana         | 1,413.65         |
| 30 | 305    | P. Thirunavukkarasu             | 1,315.22         |
| 31 | 306    | M. Asoka Kumara                 | 1,321.44         |
| 32 | 307    | T.N. Noordeen                   | 1,309.00         |
| 33 | 309    | K. Vijayakumar                  | 1,315.22         |
| 34 | 310    | U.G. Chaminda                   | 1,324.56         |
| 35 | 311    | A.R. Godwin                     | 1,321.44         |
| 36 | 313    | T. Balasubramaniam              | 1,312.11         |
| 37 | 321    | E.WASANTHAKUMARY                | 1,318.33         |
| 38 | 322    | B.M.J.N.BAMUNUHENDRA            | 1,408.98         |



**THE THIRD SCHEDULE (CONTINUATION)**

| #  | Emp.No | Name                         | Special addition |
|----|--------|------------------------------|------------------|
| 39 | 323    | M.Logeswaran                 | 1,315.22         |
| 40 | 325    | M.M.Samantha Priyadharshana  | 1,408.98         |
| 41 | 326    | D.G.Ajith Weerasekera        | 1,408.98         |
| 42 | 329    | P.V.D.D Perera               | 1,302.78         |
| 43 | 330    | R.M Jayantha                 | 1,302.78         |
| 44 | 331    | J.Dhanesshkumar              | 1,305.89         |
| 45 | 332    | U.A Sanjeewa                 | 1,302.78         |
| 46 | 333    | T.Radha                      | 1,305.89         |
| 47 | 334    | R.Lesly Maye                 | 1,302.78         |
| 48 | 335    | K.A.S Mahendre               | 1,372.35         |
| 49 | 338    | Vishnunathan Sivakumar       | 1,299.67         |
| 50 | 339    | S.S. Amal Perera             | 1,299.67         |
| 51 | 340    | S. Sivasankar                | 1,299.67         |
| 52 | 341    | K.K.G. Kasun Laksiri Bandara | 1,299.67         |
| 53 | 342    | Muttaiya Thavaraja           | 1,299.67         |
| 54 | 343    | H.G. Lahiru Nilushka Ranjula | 1,299.67         |
| 55 | 344    | Thamotheram Vasudevan        | 1,299.67         |
| 56 | 345    | Nalliaha Jayakumar           | 1,299.67         |
| 57 | 347    | R.M. Mangala Rajapaksha      | 1,299.67         |
| 58 | 348    | K.M.U. Sisira Kumara         | 1,299.67         |
| 59 | 349    | D.M. Samitha Nuwan Bandara   | 1,299.67         |
| 60 | 350    | J.M. Lakshman Jayasinghe     | 1,299.67         |
| 61 | 351    | M. Krishantha Waidyarathna   | 1,299.67         |
| 62 | 352    | K.A.P. Sanjeewa              | 1,299.67         |
| 63 | 355    | A.Jerald Devarajan           | 1,299.67         |

**FOURTH SCHEDULE****Salary scales**

The salary scale will be applicable at the time of recruitment or a promotion and thereafter the salary will be increased based on the increments and annual increments as per the Collective Agreement.

| Unskilled |           |           | production workers |           |           |           | Charge Hand |           |
|-----------|-----------|-----------|--------------------|-----------|-----------|-----------|-------------|-----------|
|           | Grade I   | Grade II  | Grade I            | Grade II  | Grade III | Grade IV  | I           | II        |
| 1         | 12,000.00 | 16,000.00 | 14,000.00          | 18,000.00 | 24,000.00 | 32,000.00 | 28,000.00   | 38,000.00 |
| 2         | 12,120.00 | 16,160.00 | 14,140.00          | 18,180.00 | 24,240.00 | 32,320.00 | 28,280.00   | 38,380.00 |
| 3         | 12,241.20 | 16,321.60 | 14,281.40          | 18,361.80 | 24,482.40 | 32,643.20 | 28,562.80   | 38,763.80 |
| 4         | 12,363.61 | 16,484.82 | 14,424.21          | 18,545.42 | 24,727.22 | 32,969.63 | 28,848.43   | 39,151.44 |
| 5         | 12,487.25 | 16,649.66 | 14,568.46          | 18,730.87 | 24,974.50 | 33,299.33 | 29,136.91   | 39,542.95 |
| 6         | 12,612.12 | 16,816.16 | 14,714.14          | 18,918.18 | 25,224.24 | 33,632.32 | 29,428.28   | 39,938.38 |
| 7         | 12,738.24 | 16,984.32 | 14,861.28          | 19,107.36 | 25,476.48 | 33,968.64 | 29,722.56   | 40,337.77 |
| 8         | 12,865.62 | 17,154.17 | 15,009.89          | 19,298.44 | 25,731.25 | 34,308.33 | 30,019.79   | 40,741.14 |
| 9         | 12,994.28 | 17,325.71 | 15,159.99          | 19,491.42 | 25,988.56 | 34,651.41 | 30,319.99   | 41,148.55 |
| 10        | 13,124.22 | 17,498.96 | 15,311.59          | 19,686.33 | 26,248.45 | 34,997.93 | 30,623.19   | 41,560.04 |
| 11        | 13,255.47 | 17,673.95 | 15,464.71          | 19,883.20 | 26,510.93 | 35,347.91 | 30,929.42   | 41,975.64 |
| 12        | 13,388.02 | 17,850.69 | 15,619.36          | 20,082.03 | 26,776.04 | 35,701.39 | 31,238.71   | 42,395.40 |
| 13        | 13,521.90 | 18,029.20 | 15,775.55          | 20,282.85 | 27,043.80 | 36,058.40 | 31,551.10   | 42,819.35 |
| 14        | 13,657.12 | 18,209.49 | 15,933.31          | 20,485.68 | 27,314.24 | 36,418.98 | 31,866.61   | 43,247.54 |
| 15        | 13,793.69 | 18,391.59 | 16,092.64          | 20,690.54 | 27,587.38 | 36,783.17 | 32,185.28   | 43,680.02 |
| 16        | 13,931.63 | 18,575.50 | 16,253.57          | 20,897.44 | 27,863.25 | 37,151.01 | 32,507.13   | 44,116.82 |
| 17        | 14,070.94 | 18,761.26 | 16,416.10          | 21,106.42 | 28,141.89 | 37,522.52 | 32,832.20   | 44,557.99 |
| 18        | 14,211.65 | 18,948.87 | 16,580.26          | 21,317.48 | 28,423.31 | 37,897.74 | 33,160.52   | 45,003.57 |
| 19        | 14,353.77 | 19,138.36 | 16,746.06          | 21,530.65 | 28,707.54 | 38,276.72 | 33,492.13   | 45,453.60 |
| 20        | 14,497.31 | 19,329.74 | 16,913.53          | 21,745.96 | 28,994.61 | 38,659.49 | 33,827.05   | 45,908.14 |
| 21        | 14,642.28 | 19,523.04 | 17,082.66          | 21,963.42 | 29,284.56 | 39,046.08 | 34,165.32   | 46,367.22 |
| 22        | 14,788.70 | 19,718.27 | 17,253.49          | 22,183.05 | 29,577.41 | 39,436.54 | 34,506.97   | 46,830.89 |
| 23        | 14,936.59 | 19,915.45 | 17,426.02          | 22,404.89 | 29,873.18 | 39,830.91 | 34,852.04   | 47,299.20 |
| 24        | 15,085.96 | 20,114.61 | 17,600.28          | 22,628.93 | 30,171.91 | 40,229.22 | 35,200.56   | 47,772.19 |
| 25        | 15,236.82 | 20,315.75 | 17,776.29          | 22,855.22 | 30,473.63 | 40,631.51 | 35,552.57   | 48,249.92 |
| 26        | 15,389.18 | 20,518.91 | 17,954.05          | 23,083.78 | 30,778.37 | 41,037.82 | 35,908.10   | 48,732.42 |
| 27        | 15,543.08 | 20,724.10 | 18,133.59          | 23,314.61 | 31,086.15 | 41,448.20 | 36,267.18   | 49,219.74 |
| 28        | 15,698.51 | 20,931.34 | 18,314.92          | 23,547.76 | 31,397.01 | 41,862.68 | 36,629.85   | 49,711.94 |
| 29        | 15,855.49 | 21,140.66 | 18,498.07          | 23,783.24 | 31,710.98 | 42,281.31 | 36,996.15   | 50,209.06 |
| 30        | 16,014.05 | 21,352.06 | 18,683.05          | 24,021.07 | 32,028.09 | 42,704.12 | 37,366.11   | 50,711.15 |



THE FIFTH SCHEDULE

**1. Duties and Responsibilities of Production Charge Hands**

*Safety*

- Ensure the safety in his area (Do the needful to ensure safe working environment).
- Complete all the safety routing duties (checklists, audits...etc.)
- Issue PTW subject to authorization by relevant executive/ Manager

*Operational*

- Ensure 100% attendance of all operators in his area
- When an operator absent, charge hand needs to coordinate and arrange an alternative person and until such time he should cover that operator's role or arrange an alternate solution, if required.
- Need to ensure that all the qualitative and quantitative parameters are achieved during own shift and need to hand over the shift to the next person.
- All the required details need to be collected as per the requirements (water meter readings, chemical stocks, ground balance etc.)
- At the end of the shift, a shift report need to be submitted to the shift executive filling the supplied format.

*5S*

- Cleanlines and hygiene of the machine, area etc. need to ensure during own shift.
- All the caution boards, name boards, pathways etc. need to be visible.

*TPM*

- Will be required to actively participate and lead teams on TPM activities. (AM, JH, machine log books, Breakdown charts, Kaizen, etc.)
- Need to arrange and manage all the routine CIP & services coordinating and communicating with operators, executives and maintenance department.

**2. Duties and Responsibilities of Workshop Charge Hands**

1. Attending all break downs in the factory including ETP.
2. check availability of spares and carry-out planned maintenance activities.
3. Supervise ETP operation on shift.
4. Update all engineering check lists.
5. Update all utility reading shift wise and daily basis.
6. Any abnormalities in utility consumption (STEAM/ WATER/ DIESEL/ ELECTRICITY/ COMPRESSED AIR) to be checked, root cause to be found and propose solutions.
7. Present previous day break down and total energy to morning meeting.
9. When a welder/ fitter/ boiler operator is absent, charge hand need to arrange a person and until such time he should cover that operator's role or arrange an alternate solution, if required, provided he is given authority to do the job on skill level.
10. Effectively involve 5S and TPM activities.
11. Check safety compliance for all day to day jobs.
12. Responsible for all portable tools in the work shop.

**3. Duties and Responsibilities of Electrical Charge Hand**

1. Attending all break downs in the factory including ETP (electrical)
2. Check availability of spares and carry-out planned maintenance activities.
3. Update all engineering check lists (electrical)
4. Updater all utility reading shift wise and daily basis electrical.
5. Any abnormalities in utility consumption (ELECTRICITY) to be checked, root cause analyze and propose solution.
6. Present previous day break down and total energy to morning meeting.
7. When an electrician absent, charge hand need to arrange a person and until such time he should cover that electrician's role or arrange an alternate solution, if required.
8. Effectively involve 5S and TPM activities.
9. Check safety compliance for all day to day jobs.
10. Responsible for all portable tools in the electrical shop.

22A

**I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2014.01.22**

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 22.01.2014

**4. Duties and Responsibilities of Premises Charge Hand**

1. Ensure all safety and hygienic conditions, and all maintenance work of Canteens, Gym, vehicle parks, premises and related areas.
2. Look after the Laundry facilities and ensure they meet all hygienic and safety requirements as per the health and safety policies of the company.
3. Ensure all cleaning services are in order and check daily.
4. Organize the newspaper distribution within the factory.
5. Organize company events in catering, cleaning, and decorations in accordance with company safety and hygienic requirements.
6. Implement and maintain 5S standards of the premises, canteens, Gym, Vehicle park, and related areas.
7. Attend on any other work assigned by the Administration department other than specified in above.

**THE SIXTH SCHEDULE**

**FORM No. 1**

Name of Employer :

**AUTHORIZATION**

As I am an Employee covered and bound by this Collective Agreement and I desire to avail myself of the facility for check-off contained in Clause.....of the said Collective Agreement to which I am entitled as a member of the 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 same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....  
Date of Signing

.....  
Signature of Employee

.....  
Full name of Employee

RECEIVED ON .....  
(To be filled by the Employer)

**SEVENTH SCHEDULE**

**FORM No. 2**

Name of Employer:

**REVOCATION**

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of the Inter Company Employees Union, with effect from the wages next due to me immediately following the date hereof.


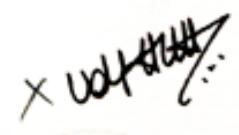
.....  
Date of Signing

.....  
Signature of Employee

.....  
Full name of Employee

RECEIVED ON .....  
(To be filled by the Employer)

In witness hereof parties have hereunto set their hands on this 31<sup>st</sup>  
December 2012

 X   
For and on behalf of  
Premium Exports Ceylon Limited

Name : MOHAMED TALIB  
HASSAN CAPPAON

Designation: NATIONAL FINANCE  
DIRECTOR.


Witness :

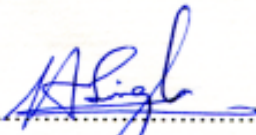
1.

  
Name SAUBASHKUMAR LAL

Designation MANUFACTURING  
DIRECTOR

3.

  
Name  
DAS MUDIYANSELAGE HEMANTHA  
BANDARA LANKA RATHNA  
Designation  
IR & GENERAL ADMINISTRATION  
MANAGER.

  
For and on behalf of  
Inter Company Employees Union

Name :

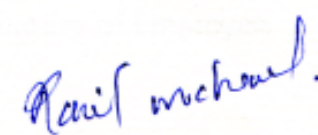
Wasantha Samarasinha

Designation :

President

2.

Name

  
Ranil Michael  
Designation Branch President

4.

Name N. Nithiyananthan

Designation Security

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between the Ceat - Kelani International Tyres (Pvt) Limited, Nungamugoda, Kelaniya of the one part and Inter Company Employees' Union, No. 12/2, Weera Mawatha, Subootheripura, Battaramulla of the other part on 05th April, 2012 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.  
08th January, 2013.

**Collective Agreement No. 14 of 2012****Collective Agreement**

THIS COLLECTIVE AGREEMENT entered into on this 05th day of April, 2012 between Ceat - Kelani International Tyres (Pvt) Limited, a Company duly incorporated in Sri Lanka and having its registered Office at Nungamugoda, Kelaniya (hereinafter referred to as "the Employer") and Inter Company Employees' Union, a Trade Union duly registered in Sri Lanka under the Trade Unions Ordinance and having its registered office at No. 12/2, Weera Mawatha, Subootheripura, Battaramulla (hereinafter referred to as "**the Union**").

WHEREAS the Employer and the said Union have discussed and come to a settlement with regard to certain demands regarding revision of salaries and other terms and conditions of employment, and having arrived at a negotiated settlement wish to agree on the following terms and conditions as a full and final settlement thereto ; -

1. **Parties Covered and Bound.**- The provisions of this Agreement shall apply to the Employer, the Union and its members in the Operative Grades engaged on confirmed permanent contracts of employment in the factory of the employer at Kelaniya.

2. **Date of Operation and Duration.**- This Agreement shall come into force on the first day of April Two Thousand Twelve (1st April, 2012) and shall remain in force unless terminated by either party, with three months notice, in writing, to the other, subject to the condition that neither party shall give such notice prior to the Thirty first day of December Two Thousand and Fourteen (31st December, 2014).

3. **Salaries.**- With effect from 1st April, 2012, the salaries of the employees covered and bound by this Agreement will be increased in the following manner. The revisions will be subject to the achievement of revised production norms and efficiency parameters set out in Schedule A - Annexure 1, hereof.

- (i) With effect from 1st April 2012, the employer shall add Rs. 3,000/- to the salary of each employee.
- (ii) With effect from 1st April 2013, the employer shall add Rs. 2,800/- to the salary of each employee.
- (iii) With effect from 1st April 2014, the employer shall add Rs. 2,500/- to the salary of each employee.

Provided that, employees who are confirmed in employment during the year would be entitled to the immediately succeeding increase in salary only on a pro rata basis.

4. If during the continuance of this Agreement, the Government of Sri Lanka -

- (a) prescribes in any year, increases in salary by any written law applicable to categories of employees covered by this Agreement, the Employer shall be entitled to take credit for the Salary increases granted to an employee in respect of such year in terms of Clause 3 hereof.
- (b) Recommends increases in salaries, such recommendations will not be applicable to the Employer regardless of whether or not such recommendation is applicable to the categories of employees covered by this Agreement or not.

5. **Meal Allowance.**— The Employer shall make payment of a meal allowance of Rs. 65 per day to each employee covered and bound by this Agreement. The meal allowance will be paid on the same terms and conditions as at present.

6. **Annual incremental rates.**— Unless otherwise decided on disciplinary grounds, in terms of this Agreement an employee shall be entitled to an annual increment in the month of April each year, commencing 1st April 2012, subject to the performance evaluation of each employee on the basis of the following :-

| Grades                            |   | New Incremental Rates |
|-----------------------------------|---|-----------------------|
| Tyre Machine Operator             | - | Rs. 130               |
| Tradesman                         | - | Rs. 140               |
| Service Operator                  | - | Rs. 160               |
| General Fitter                    | - | Rs. 160               |
| Electrician                       | - | Rs. 160               |
| Machinist                         | - | Rs. 160               |
| Instrument Fitter                 | - | Rs. 160               |
| Welder                            | - | Rs. 160               |
| Lab Assistant                     | - | Rs. 160               |
| Boiler Operator                   | - | Rs. 170               |
| Instrument Technician/ Technician | - | Rs. 180               |
| Team Leader                       | - | Rs. 185               |

7. **Bonus.**— Provided the Employer registers a profit the employees will be paid a bonus in respect of each year in keeping with existing practice. This payment will be made in two instalments, as follows :-

- (a) Advance payment in December of a particular year, subject to half - yearly performance and profits made as at 30th September in relation to that year.
- (b) Final payment in April of the following year, subject to the year's performance.

The quantum of bonus payable will be decided by the Company. No bonus will be declared in case the Company registers a loss in respect of any year. As such, any advance paid in December, in accordance with Sub - clause (a) above, will be recoverable as a loan in equal instalments, in case the Company fails to make a profit for the full financial year.

8. **Hours of work and overtime.**— Subject to changes due to exigencies of work the normal working hours during the continuance in force of this Agreement shall be those that are worked by the employees as at present. The employees shall work reasonable overtime as and when required by the Employer for which the employees shall be paid overtime as stipulated by the law.

Employees in the Engineering Division, will be required to report for work as and when required (as per the roster or special programme), including statutory holidays. They will be required to work on all Sundays as at present, and will be entitled to 1 1/2 times' wages and lieu leave as per the law. Also Saturday payments shall be made as per the law. Any employee who may be unable to report for work when required on any of the days mentioned above, should inform the relevant Head of the Department/ Personal Division, in writing, at least 24 hours in advance setting out the reasons for such inability. The head of the relevant Department may accept or reject such a request by an employee taking into consideration the exigencies of business and the reasons cited by the employee. The decision taken by the Manager concerned in respect of such requirement shall be binding on the worker concerned.

9. **Shift Allowance.**— The Employer shall continue to pay a shift allowance to employees engaged in the 2nd and 3rd shifts, i. e. from 2.00 p.m. to 10.00 p.m., and from 10.00 p. m. to 6.00 a.m. following day respectively, calculated at the rates and subject to the terms and conditions currently applicable.

10. **Attendance Incentive for Attending the Night Shift (i. e. from 10.00 p.m. to 6.00 a.m.).**— The Employer will continue to pay to employees an attendance incentive for attending work on the third shift at the same rates and on the same terms and conditions as at present.

- (i) provided also that the allowance of Rs.400/- payable on account of attending the night shift, for a minimum of six per mensem, would be deducted on a pro rata basis as given below, on account of approved leave availed of -
  - a) More than 1 day of approved annual leave - deduction of Rs. 150/-
  - b) More than 2 days of approved annual leave - deduction of Rs. 300/-
  - c) More than 3 days of approved leave or above - Incentive will not be paid.

- (ii) One mutual shift change would be allowed per employee per mensem. Provided however, the allowance shall not be paid to the employee, originally scheduled to work the night shift, if the covering employee does not report to work on the said night shift.

11. **Production Norms.** - It is agreed between parties that the production norms in the factory shall be in accordance with the revised norms agreed to between parties and as set out in Schedule A - Annexure 1 hereof and the employees shall maintain such norms in their day - to day work. The norms shall be subject to change in the event of the introduction of new machinery/ technology, upgrading of existing machinery/ technology or work processes geared towards improving production in the factory. The employees will strive towards controlling scrap and rejects and work towards the overall improvement of product quality.

It is also agreed that any change in the pattern or design of production, according to marker/customer requirements, will not have any effect on the norms (vide Schedule A - Annexure I) efficiency parameters (vide Schedule A - Annexure II) and Departmental requirements (vide Schedule A - Annexure III) that have been agreed to by parties.

In the event of introduction of new machinery/technology, and in the event that the union and the management fails to agree at a reasonable output norm within 3 months from the date of commissioning/installation/implementation, the company has the sole discretion to conduct a time and motion study/work study with the involvement of the union. Both management and union hereby agree to abide by the results/ recommendations of such time and motion study/work study. The time and motion study/work study will be carried out by a professional body in Sri Lanka. The union will wholeheartedly and completely cooperate to make such studies complete and successful.

As agreed by the parties at the meetings held on 03.04.2012, a time and motion study/ work study in relation to tyre building machine 59 J, will commence within 3 months from the date of signing the agreement and parties agree to abide by the results / recommendation of the said time and motion study/work study.

#### 12. **Production Bonus (I and II) and Productivity Bonus**

- (i) The Employer shall continue to pay a production bonus of Rs. 300/- per mensem (hereinafter referred to as production Bonus I), subject to employees achieving the production bonus payment criteria (vide Schedule B). Provided also, however, that such production bonus shall only be payable upon achieving production norms as set out in schedule A- Annexure I and efficiency parameters in Schedule A - Annexure II as agreed to by parties. As such the production bonus scheme shall be continued and payments made as done in the past.
- (ii) In addition to the payment of production bonus I, as set out in clause (i) above. the company shall introduce another production bonus scheme, hereinafter referred to as production Bonus II, on the following basis, which be effective from 1st April 2012.
  - \* If the monthly ticket is not sufficient to achieve the monthly average target of 19.5 metric tons per day, this scheme will not be applicable for such month.
  - \* To be eligible for the payment under the production bonus scheme, the Company should achieve a minimum average of 19.5 metric tons per day as per the available working days for that particular month. If the planned working days are not covered due to any reason or unavoidable circumstances, the average production tonnage will be calculated as per the planned working days.
  - \* The payment for the production bonus will be calculated on a daily basis as per the production bonus scheme. If the production tonnage in any particular day is below 19.5 metric tons, the said amount/s will be taken for the calculation on monthly average basis.
  - \* The Company does not hold any liability for machine breakdown, material shortages, power failure, lack of semi products, lack of supply of material from the Kelaniya/Kalutara plants or from suppliers, absenteeism or any other reason which will have an impact on achieving the monthly average target.
  - \* The Company does not agree to extend the working hours of employees or to introduce any other systems to achieve the average target which will have a negative impact and/or financial implications for the Company.
  - Any scrap/ defect tyres if produced will not be accounted under this production bonus scheme and the employees are required to maintain the highest quality of product as per the specifications.
  - With the introduction of new technology, machinery, curing pressers and increase of manpower, the monthly average and daily average production targets will also be proportionately increased and a new production bonus scheme will be introduced.



- The company has the sole discretion to withdraw, modify, amend or introduce on a intermittent basis the bonus scheme according to situations that may require such changes. This will be communicated to the employees at least two days prior to such actions.
- If an employee absents himself from work for more than 5 days in a month due to any reason either by way of utilizing his leave entitlement, suspension on disciplinary grounds or any other reason whatsoever, such employee will not be eligible for the production bonus for the relevant month.
- The Production bonus earned in a particular month will be paid in the following month along with the salary and the production bonus will not be considered for Employees Provident Fund (EPF), Employees Trust Fund (ETF), Gratuity or any other statutory payments or allowances such as bonus, advances, overtime payments, etc.

Production levels and payments in terms of production Bonus II are set out as follows ;

|   |            |
|---|------------|
| An average of 19.5 metric tons and above per day/ month | - Rs. 750  |
| An average of 20.0 metric tons and above per day/ month | - Rs. 1250 |
| An average of 20.5 metric tons and above per day/ month | - Rs. 1750 |
| An average of 21.0 metric tons and above per day/ month | - Rs. 2000 |
| An average of 21.5 metric tons and above per day/ month | - Rs. 2500 |
| An average of 22.0 metric tons and above per day/ month | - Rs. 3000 |
| An average of 23.0 metric tons and above per day/ month | - Rs. 3500 |

- The payment under the production bonus II scheme shall be subject to the number of days an employee presents himself for work. If an employee absents himself from work, due to any reason, the payment will be made on a pro rata basis.

|             |  |                         |
|-------------|--|-------------------------|
| <i>Eg :</i> | The number of days work planned in the month | - 25                    |
|             | Daily average of production per month        | - 21.0 MT               |
|             | Production bonus entitlement per month       | - Rs. 2000              |
|             | No. of days present for work                 | - 20                    |
|             | Production bonus per month                   | - Rs. 2000/25 x 20 days |
|             |  | <b>= Rs 1,600</b>       |

- (iii) Apart from the production bonus schemes set out above, all permanent employees covered and bound by this agreement shall be paid a productivity bonus, on a monthly basis, considering their contribution towards the production of 'semi-products' that are supplied from the CKITL Plant to the Redial and ACPL Plants as well as production levels achieved by the Redial and ACPL Plants, respective.

#### ACPL Plant Achievement

|   |           |
|---|-----------|
| Average of 21.5 Metric Tons per day for a month | - Rs. 200 |
| Average of 22.5 Metric Tons per day for a month | - Rs. 250 |
| Average of 23.5 Metric Tons per day for a month | - Rs. 300 |
| Average of 24.5 Metric Tons per day for a month | - Rs. 350 |
| Average of 25.5 Metric Tons per day for a month | - Rs. 400 |

#### Radial Plant Achievement

|   |           |
|---|-----------|
| Achievement of average of 600 Tyres per day for a month | - Rs. 200 |
| Achievement of average of 650 Tyres per day for a month | - Rs. 250 |
| Achievement of average of 700 Tyres per day for a month | - Rs. 300 |
| Achievement of average of 750 Tyres per day for a month | - Rs. 350 |
| Achievement of average of 800 Tyres per day for a month | - Rs. 400 |

The payment under the above scheme will also be subject to the number of days present at work. if an employee is absent from work due to any reason, the payment will be made on a pro rata basis.

13. **Work Assignments.**— Employees should be willing and ready to work on any machine in the factory to which they may be assigned from time to time, for which the Company shall provide adequate training wherever necessary.

14. **Annual Picnic.**— The Company agrees to make payment of Rs 1500/- per employee on account of the annual picnic. The payment would be made by the Company upon the Union submitting a list signed by employees indicating the desire to participate in the picnic. The Company will also provide suitable and adequate transport. The annual picnic shall not exceed two days duration and shall be organized by the Union in consultation with the Management.

The picnic shall be arranged on a holiday in order to avoid disruption to production and may be curtailed to one day on account of operational exigencies. In the event the picnic is limited to one day on account of operational exigencies, the Company would make a payment of Rs. 1000/- per employee.

The Union employees undertake to conduct themselves in an appropriate manner during the picnic and refrain from tarnishing the image of the Company. The Company will be entitled to take disciplinary action upon inquiry against any employee or employees, who resort to acts of indiscipline during the picnic. In such instances, the Company will not bear any liability, financial or otherwise, arising out of the misconduct of any employees.

15. **Leave.**— Employees shall be entitled to a maximum of 14 days annual leave in accordance with the provisions of the respective Wages Boards' Decisions applicable to the trade. In addition to annual leave, employees will be entitled to 7 days casual leave, subject to the condition that absence on account of sickness in excess of two days should be supported by a medical certificate from the registered Medical Practitioner and whatever rules pertaining to leave in the Company.

16. **Facilities for the trade Union.**— The Employer agrees to permit the Branch to conduct an Executive Committee Meeting once in two months, for which the Management would provide a suitable location within the administration building of the Company. The Employer also agrees to permit a designated member of the Parent Union to attend these Committee Meetings, after obtaining prior permission to do so from the Employer. Permission to hold such meetings shall be made in writing by the designated Branch Committee Member to the Factory Manager and the date on which such meeting would be held shall be communicated to him, at least five working days prior to the date of the intended meeting. The Employer also agrees to release ten committee Members of the Branch who are on duty for a duration of not more than two hours to attend these meetings.

It is also agreed by the Employer to make a payment of Rs. 15,000 plus transport allowance of Rs. 10,000 for holding Annual General Meetings of the Branch. It is agreed by the Union and its employees that the AGM of the Branch shall be held outside the Company premises on a holiday, in a manner that would not disrupt production at the factory at Kelaniya.

17. **Disciplinary Action.**— When the Company proposes to proceed against an employee on disciplinary grounds, the following procedure will be adopted:-

- (a) A show-cause notice setting out the misconduct alleged against the employee will be furnished to the employee regardless of whether the employee is suspended or not.
- (b) The employee shall be required to submit a written explanation to the show-cause letter within five clear working days. The Employee may, if he so requires, seek an extension of time to submit his explanation and the Company may at its discretion grant such an extension of time as being required.
- (c) The Company shall conduct a domestic inquiry into the alleged misconduct on receipt of the employee's written explanation.
- (d) The employee shall be informed, in writing, of the findings of the inquiry and any punishment that has been imposed after the conclusion of the domestic inquiry.
- (e) The Company shall not be required to conduct a domestic inquiry in terms of sub-clause (c) above where the employee has admitted the acts of misconduct alleged against him or where the employees shall only be warned in respect of an act of misconduct.
- (f) The services of an employee may be suspended without pay by the Company pending disciplinary action or by way of punishment upon the findings of a domestic inquiry.
- (g) In the event of an employee being suspended without pay and the employer is unable to conclude the domestic inquiry within a period of three months from the date of suspension other than for reasons beyond the control of the employer, the employee shall, pending the finalization of the inquiry, be entitled to receive half month's wages in respect of each month in excess of such three months.

18. **Variation of Terms and conditions.**- During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter or change any of the terms and conditions contained herein and/or terms and conditions or other benefits, which are applicable to employees as at the date of signing this Agreement other than by way of mutual agreement between parties.

The Union and the Employees also agree that they shall not, raise any new demand or resort to any form of Trade Union action, whatsoever, in relation to any matter covered by the Agreement.

19. **Disputes Settlement Procedure**

- (a) In the event of any dispute that shall arise between parties during the continuance in force of this Agreement, the Branch of the Union in the Employer's Establishment shall raise such dispute with the factory management of the Employer and parties shall take all efforts to resolve such disputes amicably.
- (b) If no settlement of the dispute can be reached between parties, the Branch of the Union may request the Union to raise the matter in dispute with the Company.
- (c) Failing a settlement of the dispute as provided in the preceding sub-clauses, the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

20. **Trade Union Action.**- The employees and the Union agree that they shall not, during the continuance in force of this Agreement, resort to Trade Union action of any form in respect of any dispute that may arise between parties which is covered by this agreement. Any such dispute may be settled in the manner provided herein.

The employees and the union further agree that, in relation to any dispute which is not covered by this collective agreement, they shall strictly abide by the dispute settlement procedure set out herein (in clause 19) and shall give at least 14 days notice to the Employer, in the event a decision is made to take trade union action, thereafter.

In witness hereof parties have set their hands on this 05<sup>th</sup> day of April, Two Thousand and Twelve (05<sup>th</sup> April 2012).

|   |   |
|---|---|
| <br>Name: N.C. Venugopal<br>Designation: M.D./CEO                                      | <br>Name: Wasantha Samarasinghe<br>Designation: President-ICEU |
| on behalf of<br>CEAT-KELANI INTERNATIONAL<br>TYRES (PVT) LTD.   | on behalf of<br>INTER COMPANY EMPLOYEES<br>UNION  |
| Witnesses:  |   |
| 1. <br>Name: Nishantha Liyanage<br>Designation: D.G.M.-HR                              | 1. <br>Name: P. I. ABZEN<br>Designation: O/S                   |
| 2. <br>Name: Kapila Disampake<br>Designation: Asst. Director<br>Company of<br>E. F. C. | 2. <br>Name: E.A. Nagananda<br>Designation: Branch Secretary   |
| Date: 05 <sup>th</sup> April 2012   |   |

**COLLECTIVE AGREEMENT CKITL PLANT 2012-2014****PRODUCTIVITY NORMS**

Schedule A - Annexure 1

**MIXING DEPARTMENT**

| Section | Activity                            |              | Existing cycle time with loading unloading min/batch | Agreed norm loading & unloading time min/batch | Batch/shift as per the existing cycle time |
|---------|-------------------------------------|--------------|--|--|--|
| Mixing  | Raw Rubber Mastication (Plasticate) |              | 10   | 4.5  | 48   |
|         | Master Compound                     | Bias         | 5.7  | 1.7  | 84   |
|         |                                     | MP600        | 10   | 4.5  | 48   |
|         |                                     | MP623        | 6.2  | 1.7  | 77   |
|         |                                     | MN286        | 7.5  | 3  | 64   |
|         |                                     | MT82         | 7  | 3  | 69   |
|         |                                     | Other Radial | 5.7  | 1.7  | 84   |
|         | Repass Compound (2nd Cycle)         | Bias/Radial  | 3.8  | 1.3  | 126  |
|         | Final Compound                      | Bias/Radial  | 3.47   | 1.47   | 138  |

**Compound Section other Operations**

| Section           | Activity          |                   | Proposed norm/Shift (2012-2014) |
|-------------------|-------------------|-------------------|---------------------------------|
| Chemical Weighing | Master Chemical   | Bags/Shift/person | 126                             |
|                   | Final Chemical    | Bags/Shift/person | 140                             |
|                   | Loos Carbon Black | Bags/Shift/person | 175                             |

**Manpower allocation for Banbary operation**

| Operation                |               | Manning |
|--------------------------|---------------|---------|
| Banbary # 1 (For master) | persons/Shift | 9       |
| Banbary #2               | persons/Shift | 9       |
| Banbary #3               | persons/Shift | 7       |

Note:

\* Above norms are applicable for banbary No 2 &amp; 3

\*Banbary No #1 loading unloading time 2.07min/batch and based on that output will be 79 batches/shift for all compounds except above specified compound.

\*Mixing time will be decided as per the mixing specification given by the technical department.

\*Batch weight and mixing cycle can be changed any time as per the technical requirement.

\*Norms should be delivered proportionately based on cadre availability.

\*Additional manpower allocated at Banbary No.3 will be removed on the recommendation of the report.  
05.04.2012



**COLLECTIVE AGREEMENT CKITL PLANT 2012-2014**  
**PRODUCTIVITY NORMS**  
**SEMI PRODUCT DEPARTMENTS**

Schedule A-Annexure 1

| Section         | Activity                              | Remarks  | Agreed Norm/Shift        | Manpower Allocation/Shift |
|-----------------|---------------------------------------|--|--------------------------|---------------------------|
| Bead            | Winding                               | Compiled sizes with radial   | 2600                     | 4                         |
|                 | Filling (Bias)                        | Mixed  | 810                      |                           |
|                 | Filling (Radial with out double tape) | 145/70R12  | 570                      |                           |
|                 | Filling (Radial with double tape)     | 145/70R12  | 695                      |                           |
|                 | Flipping                              | Mixed  | 710                      |                           |
|                 | Filler Extrusion                      | Kg/hr  | 28                       | 2                         |
| Slittering      |                                       | 16 cut bias cut rolls  | 57                       | 2                         |
| Bias Cutter No1 |                                       | cuts Per splicing Table  | 1050                     | 5                         |
| Bias Cutter No2 | Bias ply                              | cuts Per splicing Table  | 1035                     | 5                         |
|                 | Radial ply                            | cuts Per splicing Table  | 650                      |                           |
| Squeegee        | Bias Ply                              | 16 cut rolls   | 153                      | 9                         |
|                 | Radial inner liners & ply             | 45m Linner/32 cuts roll  | 49                       |                           |
| Ply transport   |                                       |  | Daily requirement in 8hr | 2                         |
| 4 Roll Calendar | Rubberizing (m/min)                   | *Run the calendar as per the speed specified which could be increased from time to time based on technological improvements/ machine update . The total out put will be based on rated capacity. | 25                       | 9                         |
| Tread Extruder  | Bias SW (Kg/hr)                       | Die changing+size setting time 5min<br>Preformer + die changing +size setting 7min   | 2500                     | 13                        |
|                 | Radial Sw (Kg/hr)                     |  | 1200                     |                           |
|                 | Radial Tread (Kg/hr)                  |  | 1200                     |                           |
|                 | LT Tread (Kg/hr)                      |  | 4500                     |                           |
|                 | TT Tread (Kg/hr)                      |  | 4500                     |                           |
|                 | Flap (Kg/hr)                          |  | 2600                     |                           |

Note:

\*Norms at the squeegee section should be delivered on proportionate basis if the required manpower is not available

**COLLECTIVE AGREEMENT CKITL PLANT 2012-2014****PRODUCTIVITY NORMS****CURING DEPARTMENT****Schedule A - Annexure 1**

| Tyre sizes                   | Agreed Norms/Day |
|------------------------------|------------------|
| 6.00-12 (4PR) K203           | 54               |
| 5.60-15 (4PR) K511           | 54               |
| 5.50-13 (6PR) K231           | 47               |
| 6.00-14 (6/8) SUPREME        | 54               |
| 6.00-14 (6/8) ACE            | 54               |
| 6.50-14 (8) FM               | 45               |
| 6.50-15 (8) K231             | 43               |
| 7.00-15 (6/8/10) SUPREME     | 43               |
| 7.00-15 (10/12) FM           | 43               |
| 6.00-16 EG                   | 54               |
| 6.00-16 (6/8) SAM            | 27               |
| 6.50-16 (6/8) FM             | 45               |
| 7.00-16 (6/8/10) SUPREME     | 43               |
| 7.00-16 (10) T2001/FM        | 42               |
| 7.50-16 (6/8) SUPREME        | 37               |
| 7.50-16 (12) T2001           | 37               |
| 7.50-16 (14/16) FM           | 37               |
| 7.50-16 (14/16) RIB XL       | 37               |
| 7.50-16 (14/16) HILOAD       | 37               |
| 7.50-16 (14/16) HILUG        | 33               |
| 7.50-16 (16) LUG PLUS        | 33               |
| 8.25-16 (16) FM              | 33               |
| 8.25-20 (14) TR              | 30               |
| 9.00-20 (14) X'TRA MILER     | 29               |
| 9.00-20 (14/16) TR           | 29               |
| 9.00-20 (14) SILVER ACE/EPIC | 29               |
| 9.00-20 (14/16) HT92         | 27               |
| 9.00-20 (14/16) CLT          | 27               |
| 9.00-20 (16) XL SUPER        | 28               |
| 9.00-20 (14/16) RIB XL       | 29               |
| 9.00-20 (14/16) MILE XL      | 28               |
| 10.00-20 (16) TR/SA/EPIC     | 27               |
| 10.00-20 (16/18) XL SUPER    | 26               |
| 10.00-20 (16) INFINITY       | 27               |
| 10.00-20 (16) L40            | 27               |
| 10.00-20 (14/16) TRACK LUG   | 27               |
| 10.00-20 (16/18) RIB XL      | 26               |
| 10.00-20 (16/18) MILE XL     | 26               |
| 11.00-20 (16/18) FM          | 25               |
| 12.00-20 (18) FMHCL          | 25               |
| 5 TR 12 (4PR) K33            | 47               |
| 6 TR 12 (4PR) K33            | 43               |
| 11.00-28 (6/12) OD           | 18               |
| 11.00-28 (6/12) ND           | 18               |
| 12.4-28 (12) SAM             | 14               |
| 7.50-16 Flap                 | 235              |
| 9.00-20 Flap                 | 235              |

| Loading and unloading time | Norm |
|----------------------------|------|
| Light Truck Tyres (min)    | 3.5  |
| Truck Tyres (min)          | 5    |
| 6.00-16 (6/8) SAM (min)    | 5    |
| Tractor Rear (min)         | 10   |
| Flap (min)                 | 1.5  |

| Machine / Operation                              | Agreed norms/Shift | Agreed manpower /shift | No of Machines |
|--|--------------------|------------------------|----------------|
| BOM 50" & above (press/person)                   | 1.4                | 5.0                    | 7              |
| BOM 50" & below (Press/person)                   | 1.5                | 4.0                    | 6              |
| Shear Strip Operation 42" & below (Press/person) | 1.0                | 3.0                    | 4              |
| Shear Strip Operation 42" & above (press/person) | 1.5                | 2.0                    | 3              |
| Tyre Inspection (mixed) Nos                      | 150                |                        |                |
| Trimming / Finishing (Mixed) Nos                 | 140                |                        |                |
| Tyre Repair (mixed) Nos                          | 25                 |                        |                |
| Air bag Preparation Nos                          | 15                 |                        |                |

**6.00-16 samrrat press operation**

| Manpower/shift | No of presses | Inspection No of tyres |
|----------------|---------------|------------------------|
| 3              | 4             | 0                      |
| 3              | 3             | 54                     |
| 2              | 2             | 36                     |
| 1              | 1             | 18                     |

Note:

\*7 Nos of truck tyre presses will be operated by 5 persons per shift and they are responsible for inspection of 100 Nos tyres per shift

\*Odd nos of curing cycles should be delivered during 24 hours.

\*Curing cycles will be changed as per the specification given by the Technical Department and curing output to be changed accordingly as above.

\* On completion of repair work of chuck loader additional manpower allocated will be removed

05.04.2012



**COLLECTIVE AGREEMENT CKITL PLANT 2012-2014  
PRODUCTIVITY NORMS**

Schedule A - Annexure 1

**TYRE BUILDING DEPARTMENT**

| Tyre size                        | Construction     | Proposed norms /shift<br>(450min) |
|----------------------------------|------------------|-----------------------------------|
| 6.00-12 (4PR) K203               | 2+1B             | 80                                |
| 6.00-12 (4PR) K203 in Mitsubishi | 2+1B             | 60                                |
| 5 TR 12 (4PR) K33                | 2+0B             | 80                                |
| 5 TR 12 (4PR) K33 Mitsubishi     | 2+0B             | 60                                |
| 6 TR 12 (4PR) K33                | 2+1B             | 70                                |
| 6 TR 12 (4PR) K33 Mitsubishi     | 2+1B             | 55                                |
| 5.60-15 (4PR) K511               | 2+1B             | 80                                |
| 5.50-13 (6PR) K231               | 4+0B             | 70                                |
| 5.50-13 (6PR) K231 Mitsubishi    | 4+0B             | 52                                |
| 6.00-14 (6/8) SUPREME            | 4+1B             | 70                                |
| 6.00-14 (6/8) ACE                | 4+1B             | 70                                |
| 6.50-14 (8) FM                   | 4+1B             | 65                                |
| 6.50-15 (6/8) K231               | 4+1B             | 65                                |
| 7.00-15 (6/8/10) SUPREME         | 4+1B             | 65                                |
| 7.00-15 (10/12) FM               | 6+1B             | 55                                |
| 6.00-16 EG                       | 4+0B             | 65                                |
| 6.00-16 EG Mitsubishi            | 4+0B             | 44                                |
| 6.00-16 (6/8) SAM                | 4+1B             | 65                                |
| 6.00-16 (6/8) SAM Mitsubishi     | 4+1B             | 44                                |
| 6.50-16 (6/8) FM                 | 4+1B             | 65                                |
| 6.50-16 (6/8) FM Mitsubishi      | 4+1B             | 34                                |
| 7.00-16 (6/8/10) SUPREME         | 4+1B             | 65                                |
| 7.00-16 (10) T2001/FM            | 6+1B             | 49                                |
| 7.00-16 (12) T2001/FM            | 6+2B             | 49                                |
| 7.50-16 (6/8) SUPREME            | 4+1B             | 57                                |
| 7.50-16 (6/8) SUPREME Midland    | 4+1B             | 55                                |
| 7.50-16 (12) T2001               | 6+2B             | 47                                |
| 7.50-16 (16) T2001               | 6+2B             | 45                                |
| 7.50-16 (12/16) T2001 Midland    | 6+2B             | 45                                |
| 7.50-16 (14/16) FM               | 6+2B             | 46                                |
| 7.50-16 (14/16) FM Midland       | 6+2B             | 45                                |
| 7.50-16 (14/16) HILOAD           | 6+2B             | 46                                |
| 7.50-16 (14/16) HILOAD Midland   | 6+2B             | 45                                |
| 7.50-16 (14/16) HILUG            | 6+2B             | 43                                |
| 7.50-16 (16) LUG PLUS            | 6+2B             | 42                                |
| 8.25-16 (16) FM                  | 6+2B             | 34                                |
| 8.25-20 (14) TR                  | 6+2B             | 25                                |
| 9.00-20 (14) ABIMANA             | 6+2B             | 25                                |
| 9.00-20 (14/16) TR               | 6+2B             | 25                                |
| 9.00-20 (14/16) HT92             | 6+2B             | 25                                |
| 9.00-20 (14/16) CLT              | 6+2B             | 25                                |
| 9.00-20 (16) XL SUPER            | 8+2B             | 23                                |
| 9.00-20 (16/18) RIB XL           | 8+2B             | 23                                |
| 9.00-20 (16/18) MILE XL          | 8+2B             | 23                                |
| 10.00-20 (16) TR                 | 6+2B             | 25                                |
| 10.00-20 (16/18) XL SUPER        | 8+2B             | 22                                |
| 10.00-20 (16) INFINITY           | 6+2B             | 25                                |
| 10.00-20 (16) L40                | 6+2B             | 25                                |
| 10.00-20 (16/18) TRACK LUG       | 8+2B             | 22                                |
| 10.00-20 (16/18) RIB XL          | 8+2B             | 22                                |
| 10.00-20 (16/18) MILE XL         | 8+2B             | 22                                |
| 11.00-20 (16/18) FM              | 8+2B             | 16                                |
| 11.00-28 (6/12) OD               | 4+0B             | 32                                |
| 11.00-28 (6/12) ND               | 4+0B             | 32                                |
| 12.4-28 (12) SAM                 | 5+0B             | 20                                |
| Operation                        | Remarks          | Agreed norms /shift<br>(450min)   |
| Band Building                    | nos/shift/person | 130                               |
| GT Preparation LT                | nos/shift/person | 135                               |
| GT Preparation TT/Agri           | nos/shift/person | 55                                |

05.04.2012

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**COLLECTIVE AGREEMENT CKITL PLANT 2012-2014****Schedule A - Annexure II****Engineering Efficiency Parameters**

| Parameters     |    |                | Agreed Norms (min) |               |
|----------------|----|----------------|--------------------|---------------|
|                |    |                | Assembled          | With Assemble |
| Bladder change | LT | LT (one side)  | 0                  | 20            |
|                |    | LT (both side) | 0                  | 40            |
|                | TT | TT (one side)  | 0                  | 30            |
|                |    | TT (both side) | 0                  | 55            |

| Parameters   |      |                         | Agreed Norms (min) |
|--------------|------|-------------------------|--------------------|
| Mould Change | LT   | One Mould               | 140                |
|              |      | Two Mould               | 220                |
|              | TT   | One Mould               | 180                |
|              |      | Two Mould               | 350                |
|              | Agri | Tractor Front one mould | 145                |
|              |      | Tractor Front two mould | 225                |
|              |      | Tractor Rear            | 230                |
| Drum Change  | LT   | Only Drum               | 35                 |
|              |      | Only Segment            | 55                 |
|              |      | Drum & Segment          | 80                 |
|              | TT   | Only Drum               | 50                 |
|              |      | Only Segment            | 50                 |
|              |      | Drum & Segment          | 85                 |
|              | Agri | Only Bead Setter        | 20                 |

### SCHEDULE A–(ANNEXURE - III)

#### Operational requirements in line with productivity norms

##### Common clause:

There could be changes in machinery/process or technology, as and when required which may result changes in manpower allocation, production norms or operating hours and systems. These changes could be discussed with the relevant personnel before implementing. However there should not be a barrier or constraint in implementing aforementioned changes. If there are unexplained losses occurred, the operators are responsible for such losses.

##### Extruder/Fabric calendar

Efficiency of the machine/process is calculated based on the number of hours operated and the output generated during the particular time of operation. Norms should be delivered on proportionate basis if the required man power is not available.

##### Bias Cutter/Squeegee calendar

In case of providing electronic encoder for auto function, cutting norms should be increased and the cutter operator should be able to work as an additional splicer. Norms should be delivered on proportionate basis if the required man power is not available.

#### Tyre Building

1. Band building and Tractor Rear Tyre Building will be considered as two separated operations. Tractor Tyre Building Machine will be operated with one builder and one helper. They are responsible to get all required material for operation.
2. Tyre Builder's / Helper's job should include following responsibilities:–
  - (a) Helper should provide all required materials to the tyre builder to fulfill the norms.
  - (b) He should be directly responsible for maximum utilization of materials and minimize wastage and scrap during the operating period.
  - (c) Ply changing time for the above 4 ply construction tyres should be within 1.5 hrs and it will be 1.25 hrs for the less than 4 ply construction tyres during drum changes.
  - (d) Ply loading time should be 60 minutes when machine servicer is empty.
  - (e) All green tyres should build (assemble) as per specification and follow the SOP given by the technical Department in order to maintain the quality.
  - (f) Green tyres should be inspected after building (assembling) to ensure the green tyres are free from defects (Eg: Should not have blisters, open chaffer, open tread, loose cord etc.) and do the necessary corrections before removing from the department.
  - (g) Operator should deliver agreed full norms with the helper.
  - (h) Operator should stick the Builder number in the center of the green tyre.
  - (i) All the Light Truck Green Tyres should store on green tyre racks by the Helper.

#### Green Tyre Preparation

Weighing and supplying of prepared green tyres to the curing as per the agreed norms and proper storage of all green tyres built during the shift to be maintained. The green tyre preparation crew also ensures that startup load for the next shift is prepared and supplied. In case of green tyre poking and jamming automated is introduced, norms should be increased and man power allocation will be reduced after the discussion with the Union. In such occasion time and motion study should be conducted by and external party.

### Schedule B

#### Production Bonus Payment Criteria

- (a) Production bonus will be payable only on achievement of 100% agreed norms as per Schedule A – Annexure I.
- (b) When there is a part completion of norms, and the full achievements has not been possible due to justified reasons, the full amount will be paid on Management discretion.



- (c) If there is non achievement of norms due to an unjustified reason no production allowance will be paid.
- (d) For employees in the engineering division the amount will be paid subject to achievement of norms being achieved in respect of drum change, mould change and bladder change overtime as per Schedule A - Annexure II.
- (e) Person-wise, Sector-wise, Shift-wise details will be maintained to document actual output and reasons for the shortfall if any, and such record will form the basis for payment of production bonus.
- (f) The above will be calculated on a monthly basis.
- (g) Production bonus shall not be paid if production is curtailed due to reasons beyond the control of the Management. However 80% of the Production Bonus (Rs. 300/= per month) will be decided by the management considering the prevailing situation.

02 - 109

My No.: CI/139.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Singer Industries (Ceylon) PLC, No. 2, 5th Lane, Ratmalana of the one part and The Independent General Services Union, No. 2, 5th Lane, Ratmalana of the other part on 20th day of September 2013 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.  
8th January, 2013.

**Collective Agreement No. 26 of 2013****SINGER INDUSTRIES (CEYLON) PLC CLERICAL AND ALIED STAFF COLLECTIVE AGREEMENT 2013**

This Collective Agreement entered into in terms of the Industrial Dispute Acts. on this 20th day of September, Two Thousand and Thirteen to take effect from the 20th day of September, Two Thousand and Thirteen, between Singer Industries (Ceylon) PLC., a company duly registered under the Companies' Act and having its registered office at No. 2, 5th Lane, Ratmalana, (hereinafter referred to as "the Employer") of the One Part and Independent General Services Union, a trade Union duly registered under the Trade Unions' Ordinance and having its registered office at No. 2, 5th Lane, Ratmalana, (hereinafter referred to as "the Union") of the Other Part,

witnesseth and it is hereby agreed between the parties as follows:-

*Title* : The Collective Agreement shall be known and referred to as the Singer Industries (Ceylon) PLC Clerical and Allied Staff Collective Agreement 2013.

1. **Employees Covered and Bound.** - This Agreement shall cover and bind the Union and its members employed in the Clerical and Allied Staff grades who are in service with the Employer as at the time of signing this Agreement.

2. **Date of Operation and Duration.** - This Collective Agreement shall be effective from the 20th day of September 2013, and shall continue to be in force, unless it is terminated by either party with three (3) months notice to the other party, in writing, provided however, that so such notice shall be given by either party, prior to the 20th day of September 2015, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 20th day of September 2015. Any notice given by a Party prior to the 20th day of June 2015 shall have no effect whatsoever.

3. The Employer, the Union and Members of the Union shall be bound by the Collective Agreement No. 8 of 2000 entered into between the Employers' Federation of Ceylon and The Ceylon Mercantile, Industrial and General Workers, Union save and except in relation to the salary scales prescribed therein.

4. (i) Subject to what is stated at Clause 3 hereof, all employees covered and bound by this agreement shall receive a salary increase of Rs. 2,000/= on the current salaries drawn by them. This salary increase shall be effective from the 20th September 2013.
- (ii) All employees covered and bound by this agreement shall receive a salary increase of Rs. 600/= effective from 20th September 2014.

5. With regard to the COLA the company will continue with the present practice as stipulated in the Memorandum of Understanding dated 15th November 2011 signed between the Company and the Commercial and Industrial Workers' Union. The practice of the company in relation to the enhanced value of the unit cost of the cost of living index, which has been granted to the employees already in September 2012, will be continued.

6. The Employer shall pay the employees a lump sum payment as Notional Arrears of Rs. 26,000/=. The payment shall not be regarded as a part of an employee's salary or earnings and shall not attract any consequential benefits such as EPF and ETF.

7. It is agreed that commencing from the date of signing (20th September 2013) of this agreement, the increments applicable to the salary scales for the Employees shall be as follows:-

|               |   |
|---------------|---|
| Minor Staff   | Rs. 85/= x 14 - Rs. 90/= x 21 and thereafter at Rs. 100/=   |
| Grade I       | Rs. 105/= x 14 and thereafter at Rs. 120/=                  |
| Grade II      | Rs. 125/= x 14 and thereafter at Rs. 140/=                  |
| Higher Grade  | Rs. 150/= x 10 - Rs. 175/= x 10 and thereafter at Rs. 185/= |
| Special Grade | Rs. 185/= x 5 - Rs. 205/= x 10 and thereafter at Rs. 240/=  |

8. The company normal working hours will be from 7.00 a.m. to 3.45 p. m. with a lunch break of 3/4 hours and on Saturday from 7.00 a.m. to 12.30 p.m. without break for meals. All employees should **commence work** accordingly. Strict disciplinary action will be taken against for the employees those who violate.

9. Employees, who would not be coming for work for a whole day, must inform the Security Guard Room before 11.00 a.m. of particular day.

10. Arrangements to obtain Medical Payments on three (03) days of week i.e. Monday, Wednesday and Friday. In case of a holiday falling on any of these days the payment would be made on the following working day.

11. Reimbursement of the Spectacles / Lenses will be made according to the prevailing Optical Aid Scheme of the Company. The prevailing reimbursement is up to Rs. 4,000/=.

12. A sum of Rs. 15/= for each completed year of service of employees will be added to the salary.

13. A sum of Rs. 300/= will be added to the salary for those who are in the Supervisory Grades, for responsibility.

14. This Agreement shall be binding on the parties until the **20th September 2015** and during the period there will be no salary revision save and except the annual consolidation.

15. During the pendency of this Collective Agreement, neither party shall attempt to vary or alter provisions contained herein. The union and the employees shall not make any demand for an increase in wages or the monetary benefits during the term of this Collective Agreement.

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**I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2014.01.22**

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 22.01.2014

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In witness hereof Parties have set their hands hereunto at Colombo on this 20th day of September Two Thousand and Thirteen

02 - 110

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My No.: CI/113.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

The Collective Agreement entered into between Ceylon Cold Stores PLC, No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 2 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10 of the other part on 11th day of October 2013 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,  
08th January, 2013.



### Collective Agreement No. 28 of 2013

This Collective Agreement made on this Eleventh day of October, 2013 pursuant to the Industrial Disputes Act between Ceylon Cold Stores PLC, a public Limited Liability Company duly registered in Sri Lanka, PQ4, and having its registered office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 2 (hereinafter referred to as "the Employer") of the One Part and the Sri Lanka Nidahas Sewaka Sangamaya a Trade Union duly registered under the Trade Unions Ordinance in Sri Lanka having its registered office at No. 301, T. B. Jayah Mawatha, Colombo 10, (hereinafter sometimes referred to as "**the Union**") of the Other Part.

WITNESSETH and it is hereby agreed between the parties as follows:-

#### Part I

1. **Parties to be Covered and Bound.**- This Agreement shall cover and bind the Employer, The Union and members of the Union employed on monthly contracts by the Employer in a Clerical, Supervisory or Allied category and for whom salary scales have been prescribed in the 1st Schedule hereto. Provided however the provisions of this agreement will not apply to any new employee recruited to a new factory set up by the Employer elsewhere in the future.

In addition, the provisions of the Memoranda of Understanding entered into between the Union and the Company on 17th May 2006 and 13th October 2009 relating to the Soft Drinks Factory, Ranala and the Memorandum of Understanding entered into on 25th May 2011 relating to the Ice Cream Production Department, Ice Cream Engineering Department, Old Cold Room adjacent to the Ice Cream Production Department, Ice Cream Raw/Packing Material Stores, Essence Factory and Quality Assurance and Research and Development Department will continue to be applicable to the Clerical, Supervisory or Allied Category employees of the said department including Medical Centre and the Canteen who are covered and bound in the said MOU. In circumstances, the provisions of the said MOU will be regarded as part and parcel of this agreement in respect of such employees in the Medical Centre and the Canteen.

2. **Earlier Collective Agreement.**- The provisions of this Agreement shall supersede and replace all terms, which have applied in the past in terms of any Collective Agreement.

3. **Date of Operation and Duration.**- This Agreement which shall be effective as from the First day of August Two Thousand and Twelve and shall continue in force unless determined otherwise by either party with three month's notice to the other subject to the following provisions:

- (a) That one party hereto shall not give such notice to the other party before the 1st May 2015 and such notice shall not expire before the 31 July 2015.
- (b) That in the event of a reduction in par value of the Sri Lanka rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.

4. **General Terms and Conditions of Employment.**- During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come in to being at any time after the date hereof during the continuance in force of this Agreement.

5. **Probation.**- Every Employee recruited by the Employer shall serve a period of probation of not more than six (06) months. Provided, however, that if during the six (06) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (03) months and in that event the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer, the Employee shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation ended, as the case may be.

#### 6. Attendance.-

- (i) Unless otherwise specifically instructed by the Employer, an Employee shall present himself for work on every day (other than a holiday) at the usual starting time of the office, store, factory, mill or job and shall there remain available for work throughout the normal working hours.

- (ii) If work is temporarily not available for an Employee in his own occupation, he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any other work site of the Employer where work is available subject to existing practice.
- (iii) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

7. **Hours of work:-** The normal working hours shall be those hours, which are customarily worked at an Office, Store, Factory, Mill or Job of the Employer bound by this agreement and shall include shift work arrangements as may be operated subject to work exigencies. The work arrangements are also subject to the written understanding (reference CI/113/2004) reached between the Employer and the Union on 19.02.2004 before the commissioner of labour (Industrial Relations) and the memoranda of understanding reached between the Employer and the Union on 17 May 2006, 13 October 2009 and 25th May 2011 at the Employers' Federation of Ceylon. Accordingly, the working hours of formen and Production Assistants in the Soft Drinks Factory, Ice Cream Engineering Department, Old Cold Room adjacent to the Ice Cream Production Department and Essence Factory on a two shift basis shall be from 6.00 a.m. to 2.00 p.m. and 2.00 p.m. to 10.00 p.m.

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

9. **Overtime.-**

- (i) Any work which is performed in excess of normal working hours shall be remunerated at one and one half (1.5) times the normal hourly rate.
- (ii) Where it appears that in any establishment of an Employer and Employee on being asked to work overtime, other than on a weekly holiday, is likely to work overtime for a period of more than two (02) hours after the normal working hours, the Employee shall be entitled to an interval of not less than thirty (30) minutes at the end of such normal working hours before commencing overtime work.

10. **Weekly Holidays -** Subject to Clause 13 of Part I hereof the following provisions shall govern weekly holidays :-

- (i) The weekly holidays prescribed by the Act shall be the weekly half holiday and the weekly full holiday as defined in Part III hereof.
- (ii) Work performed on not more than two such weekly holidays in anyone calendar month may, at the instance of the Employer and with the consent of the Employee be paid for being paid and in the manner set out hereunder and the employee on being paid and in the manner set out hereunder, shall not be entitled to a half holiday or a full holiday as the case may be in lieu :
  - (a) For any work performed after the normal closing time up to 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (b) For any work performed after 5.00 p.m. on the weekly half-holiday, the Employee shall be paid overtime remuneration treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (c) In addition to the remuneration payable under paragraph (a) above or paragraphs (a) and (b) above, the Employee shall be paid the equivalent of the Employee's salary for one half day.
  - (d) For any work performed under and up to four (04) hours and before 1.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth (1/30th) of the employee's monthly salary.
  - (e) For any work performed in excess of four (04) hours and up to eight (08) hours before 5.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth (1/30th) of the employee's monthly salary in respect of the excess hours.
  - (f) For any work performed in excess of eight (08) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration for any fraction of an hour of such excess.

- (g) In addition to the remuneration payable under paragraph (d), or paragraphs (d) and (e) or paragraphs (d), (e) and (f) above, the Employee shall be paid the equivalent of the Employee's salary for one day.
- (iii) Where an Employee has performed work on not more than two weekly holidays in any one calendar month and has been paid for such work in the manner set out in the preceding sub-clause, then in respect of work performed on any further weekly holidays in the same calendar month, the Employee shall be remunerated in the manner set out hereunder and shall be entitled to and allowed a half holiday and/or a full holiday in lieu of the weekly half holiday and/or the weekly full holiday as the case may be:
- (a) For any work performed after the normal closing time up to 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (b) For any work performed after 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (c) For any work performed under and up to four (04) hours after 1.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of Employee's salary.
  - (d) For any work performed in excess of four (04) hours and up to eight (08) hours before 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
  - (e) For any work performed in excess of eight (08) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.

11. **Annual Holidays.** - Annual holidays shall be as prescribed by the Act and Employee may opt to set off absence due to ill-health in excess of the entitlement provided under Clause 15 of Part I hereof against his annual leave entitlement.

## 12. *Statutory and Customary Holidays*

The following provisions shall govern statutory and customary holidays:

- (i) Public holidays declared under the Shop and Office Employees' (Regulation of Employment and Remuneration) Act shall be regarded as Statutory Holidays. The following holidays shall be allowed each year as paid holidays accordingly.

Thai Pongal Festival Day  
Independence Day  
Sinhala and Tamil New Year (Two Days)  
May Day  
The day following Wesak  
Prophet Mohamed's Birthday  
Christmas Day

- (ii) The following customary holidays shall be allowed each year as paid holidays:

New Year's Day (1st January)  
Good Friday  
Christmas Eve (1/2 day)  
Boxing Day

- (iii) (a) If any of the above days is a statutory holiday and if it falls on a weekly half holiday, an additional half day shall be granted on the working day immediately preceding it; and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in six (06) days preceding or in the six (06) days succeeding such weekly full holiday. No substitute holiday shall be allowable for any day specified above, which is not a statutory holiday, if such day falls on a weekly half holiday or a weekly full holiday.

- (b) If any of the above days is a statutory holiday and some other day not specified above is declared a statutory holiday in substitution for such day, then such day shall be treated as a normal working day.
- iv (a) Where the Employer requires an Employee to work during the half holiday set out in sub clause (ii) hereof (i.e. after the normal working hours for that day), the Employer shall pay the Employee either-
- (1) on the basis set out in paragraphs (a), (b) and (c) of Clause 10(ii) of Part I hereof and the Employee shall not be entitled to a half holiday in lieu.
- or
- (2) on the basis set out in paragraphs (a) and (b) of Clause 10 (iii) of Part I hereof and the Employee shall be entitled to and allowed a half holiday in lieu.
- (b) Where the Employer requires an Employee to work on any of the holidays set out in sub-clause (I) hereof and provided that if such holiday is a statutory holiday the Commissioner General of Labour has given his permission for the Employee to work on such holiday, the Employer shall pay the Employee either-
- (i) on the basis set out in paragraphs (d), (e), (f) and (g) of clause 10(ii) of Part I hereof and the Employee shall not be entitled to holiday in lieu.
- or
- (ii) on the basis set out in paragraphs (c), (d), and (e) of clause 10(iii) of Part I hereof and the Employee shall not be entitled to holiday in lieu.

13. **Supervisory Staff.**- The provisions of Clauses 10 and 12 of Part I hereof regarding weekly holidays and statutory and customary holidays shall not apply to Storekeepers, Assistant Storekeepers, Oversee, Foremen and other like or similar categories whose work involves the supervision of staff employed in manual work (hereinafter referred to as "Supervisory Staff") but in respect of such supervisory staff the following provisions shall apply:-

- (i) Weekly half-holiday: For any work performed in excess of the normal working hours on the weekly half holiday, the Employee shall be remunerated at one and one half (1-1/2) times the normal hourly rate and such Employee shall not be entitled to any holiday in lieu for any overtime work so performed on a weekly half holiday.
- (ii) *Weekly full holiday* - For any work performed on the weekly full holiday the Employee shall be remunerated as follows:
  - (a) (i) for any work performed under and up to four (04) hours before 1.00p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary.
  - (ii) for any work performed in excess of four (04) hours and up to eight (08) hours before 5.00p.m. on the weekly full holiday the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
  - (iii) In respect of any work performed in excess of eight (08) hours or continuing after 5.00p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.
  - (iv) In addition to the remuneration payable under paragraph (i) above or paragraphs (i) and (ii) or paragraphs (i), (ii) and (iii) above, the Employee shall be paid the equivalent of the Employee's salary for one (01) day.

Where any work is performed on the weekly full holiday and the employee is remunerated in the manner set out above, the employee shall not be entitled to any holiday in lieu.

or

- (b) (i) For any work performed under and up to four (04) hours before 1.00p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.

- (ii) For any work performed in excess of four (04) hours and up to eight (08) hours before 5.00p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
- (iii) In respect of any work performed in excess of eight (08) hours or continuing after 5.00p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour in respect of such excess.

Where any work is performed on the weekly full holiday and the employee is remunerated in the manner set out above, the employee shall in addition be entitled to and allowed a holiday in lieu.

(iii) *Statutory and Customary Holidays* - Supervisory staff shall be entitled to such Statutory and Customary Holidays as they have hitherto enjoyed prior to the coming in to force of this Agreement notwithstanding anything to the contrary contained in this Agreement and for any work performed on such Statutory or Customary Holiday the Supervisory Staff shall continue to be remunerated in the manner in which they were remunerated prior to the coming into force of this Agreement notwithstanding anything to the contrary contained in this Agreement. Provided, however, that the Supervisory Staff shall have the same holidays as may from time to time be enjoyed by the staff employed in manual work supervised by such supervisory staff and that the total of such holidays shall not be less than the total of the Statutory and Customary Holidays enjoyed by the Supervisory Staff as at the date hereof.

- (iv) Nothing in this Agreement shall be construed in any way as bringing the Supervisory Staff within the provisions of the Act.

#### 14. *Casual Leave.* -

- (i) In respect of each year of employment during which any Employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (07) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration provided however that not more than two (02) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further that any Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two (02) months' service.
- (ii) Casual leave will normally be granted on application without the Employee being required to state the reason for the application. Where the Employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the Employee as soon as possible after the application is made and in such case the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him/her casual leave.

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

- (a) His illness is supported by a certificate from a registered medical practitioner (unless waived by the Employer), where such period of absence exceeds two (02) days, and
- (b) The Employee shall not be on probation within the meaning of clause 5 hereof. Provided, however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding (10) days if he is confirmed after six (06) months probation and sick leave not exceeding five (05) days if he is confirmed after nine (09) months probation.

#### 16. *Promotions.* -

- (i) The following shall be the principles which will guide the Employers on the question of promotion :-
  - (a) Mere length of service shall not be the sole criterion for promotion and the Employer shall be entitled to take into account other factors such as efficiency, educational qualifications and character. Where suitability is comparable, seniority shall be given preference.
  - (b) An Employee in Grade I in the Clerical or Supervisory Staff will normally be promoted to Grade II after completing an year's service in Stage 7 unless his inefficiency has been established after due inquiry as provided in Clause 27 of Part I hereof.



- (c) Promotion of Clerical and Supervisory Staff from Grade II to the Higher Grade will depend on vacancies and Employees who have shown the necessary capacity will be eligible for promotion to the Higher Grade.
- (d) Promotion of Clerical and Supervisory Staff to the Special Grade will be from the Higher Grade and will depend on merit.
- (ii) The number of Employees in the Higher or Special Grade of the Clerical and Supervisory Staff of any establishment will be determined having regard, inter alia, to-
  - (a) the strength of the work force ;
  - (b) the work involved in a post; and
  - (c) the merit of the Employees available for promotion.
- (iii) Where an Employee is promoted at the normal incremental date from one grade to another, such Employee shall be placed at a salary stage in the Higher Grade which will give such Employee a salary not less than that which he would have received had he remained in the grade from which he is promoted and had been advanced one stage in that grade. But where an Employee is promoted on a date other than the Normal incremental date, such employee shall be placed at a salary stage in the higher grade which will give him a salary not less than that which he would have received if he had remained in the grade from which he is promoted. Provided however, that if an Employee is standing at the end of a grade when he is promoted to the next grade, such Employee may be placed at any stage in the higher grade to which he is promoted which will give him a higher salary than the maximum salary in the grade from which he is promoted.

#### 17. *Transfers.-*

- (i) Where it is a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will not be entitled to any additional remuneration if, in consequence of a transfer from one locality to another, there is an increase in the number of hours of work.
- (ii) Where it is not a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will be entitled to receive and the Employer shall be liable to pay additional remuneration in order to compensate for any increase in the number of hours of work arising from a transfer from one locality of an establishment to another. The amount of such additional remuneration, which will depend on the extent to which the hours of work have been increased, shall be mutually agreed upon between the Employer and the Employee or the Union on his behalf. Provided however, that if the Employee is re-transferred to the locality in which he was previously employed and/or the hours of work previously worked by him are restored to such Employee, the additional remuneration granted to him shall be withdrawn with effect from the date of such re-transfer or restoration.
- (iii) Where it is not a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another and the transfer of such an Employee will cause him substantial domestic disorganisation such as may arise in consequence of a transfer from one station to another such transfer shall be effected of mutual consent between the Employer and such Employee even if : -
  - (a) such transfer will not involve a change in the number of hours of work, or
  - (b) he is offered additional remuneration in terms of sub -clause (ii) above
- (iv) Nothing in the preceding sub-clause of this Clause shall prejudice the right of an Employee to make representations to the Employer against any order of transfer. If an Employer requires an Employee to comply with an order to transfer notwithstanding such representations. The Employee shall comply with the order of transfer but without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such transfer with the Employer thereafter as provided in this Agreement.
- (v) If the Executive Committee of the Union considers that any order of transfer of an Employee by an Employer is calculated to threaten or undermine the existence of the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the Union, the Union shall notify the Employer thereof in writing any may, if in the opinion of the Executive Committee of the Union the circumstances so warrant, instruct the Employee to refrain from complying with the order to transfer pending settlement of the dispute as provided in this Agreement. If the Union instructs the Employee to refrain from complying with the order of transfer as aforesaid, the Union shall notify the Employer thereof in writing and in that event the Employer shall be entitled to suspend the Employee immediately without pay. Provided however, that if the Employer subsequently agrees or if an Arbitrator holds that the order of transfer was not justified the employee shall be entitled to his salary for the period of suspension if on the other hand, an arbitrator holds that the order of transfer was justified, the employee shall comply with the order of transfer and he shall not be entitled to his salary for the period of suspension. The refusal of an

Employee to comply with an order of transfer of instructions from the Union after the union notifying the Employee as aforesaid shall not be deemed to be an act of insubordination by the Employee and the employee shall not be liable to disciplinary action by the Employer for such refusal.

**18. *Carrying Out Employer's Instructions As To Duties :***

- (i) If an Employee considers that any duty which he is required to perform by an Employer does not fall within the scope of his employment under the Employer, the Employee shall be entitled to bring such matter to the notice of the Employer. If notwithstanding such notification the Employer requires the Employee to carry out such instructions, then the Employee shall be entitled to request the Employer to give him such instructions in writing.
- (ii) If the Employer gives the Employee such instructions in writing, the Employee shall carry out the same but without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such matter with the Employer thereafter as provided in this agreement.
- (iii) If the Employer refuses to give such instructions in writing, the Employee shall be entitled to refuse to carry out such instruction and in that event the Employer shall have no right of action against the Employee.
- (iv) If the Employer gives such instructions in writing but the Employee fails to carry out the same, the Employer shall be entitled to suspend the Employee immediately without pay and to take disciplinary action against him without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such suspension or such disciplinary action as may be taken against the Employee as provided in this Agreement.

**19. *Conversion to the salary scale setout in Schedule I***

- (i) With effect from First day of August Two Thousand Twelve, Employees covered and bound by this Agreement shall be paid salaries in accordance with the salary scales set out in Schedule I hereof and accordingly the annual increments payable to Employees shall be in terms of these scales. The salaries have been consolidated taking into account all statutory and other allowances due as at date hereof.
- (ii) To ascertain the stage on which an Employee will be placed with effect from 1st August 2012, on the salary scale set out at Schedule 1 hereof, the following method of conversion shall apply.
  - (a) A sum equal to 5% of the salary payable to an employee as at 31st July 2012 shall be added to the salaries of all Employees who are covered and bound by this Agreement and the adjusted salary will take effect from 1st August 2012.
  - (b) Arising from the aforesaid adjustment the employees shall thereafter be placed on the corresponding point in the grade applicable to him in the salary scales set out in Schedule I hereof or in the event of there being no corresponding point on the next higher point in monetary terms in the said grade and the scale.
  - (c) With effect from 1st April 2013 the Employer will increase the monthly salaries of all employees covered by this Agreement by a sum equal to 5% of the monthly salary payable to each employee as at 31st March 2013 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
  - (d) With effect from 1st April 2014 the Employer will increase the monthly salaries of all employees covered by this Agreement by a sum equal to 5% of the monthly salary payable to each employee as at 31st March 2014 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
- (iii) Upon completion of each 5 year period of employment up to the 25th year an Employee shall be entitled to receive a salary increase by way of a fixed number of increments on the scale applicable to him totalling to a sum of Rs. 100/-. In the event of a fixed number of increments not totalling to Rs. 100/- the amount shall be the figure immediately higher to Rs.100/- on a fixed number of increments. For example, if the salary scale provides for increments of Rs. 30/- such Employee shall receive an increase of Rs. 30 x 4 = Rs. 120/-, if the salary scale provides for increments of Rs. 25/- such Employee shall receive an increase of Rs. 25/- x 4 = Rs. 100/-. The Employee shall thereafter be placed on the corresponding point in the salary scale and grade applicable to him.

- (iv) Upon completion of 30 years in employment an Employee shall be entitled to receive a salary increase by way of a fixed number of increments totalling to the value of Rs. 250/-. In the event of a fixed number of increments not totalling to Rs. 250/- the amount shall be the figure immediately higher to Rs.250/- on a fixed number of increments.

**20. The Employer agrees to make the following payments in lieu of consolidating wages based on cost of living and Non - recurring cost of living gratuity (NRCLG) in addition to the revision of salaries as set out above.**

- (i) To add a sum of the One Thousand (Rs. 1,000/-) into salaries of employees covered and bound by this Agreement and who are in employment as at the date of signing of this agreement, prior to the revision of salaries as set out in clauses 19.ii.(a) to 19. ii. (d) above. Accordingly the payment will be made as follows ;
- (a) April 2013 - Rs. 1,000/-
  - (b) April 2014 - Rs. 1,000/-
  - (c) April 2015 - Rs. 1,000/-
- (ii) To make a Lump sum payment of Rupees Twenty Five Thousand (Rs. 25,000/-) to Employees who are covered and bound by this Agreement as at date of signing this agreement based on the following.
- (a) May 2013 – Rs. 25,000/- (less Advance of Rs. 22,000 paid on 10th April 2013)
  - (b) May 2014 – Rs. 25,000/-
  - (c) May 2015 – Rs. 25,000/-

As agreed by parties, the employer shall deduct Rs 22,000/- from the payment set out in 20 (ii). (a) hereof which has been already paid as an advance of this payment on the 10th of April 2013, from the payment due in May 2013.

These Payments shall not attract consequential benefits such as Provident Fund, Trust Fund, Gratuity, Overtime or any other similar payments.

**21. Bonus.**—(i). Subject to what is stated at sub clauses (ii) and (iii) hereunder the Employer will during the continuance in force of this Agreement pay, subject to prevailing practice, Employees covered and bound by this Agreement who have completed twelve (12) months continuous service in the Company on the date of such Bonus payment and are in employment on such date a bonus calculated in terms of the under-noted formula:

**Formula:**

A sum equivalent to 3 months (three months) of the annual salary paid to an Employee during the relevant financial year, i, e, 1st April to 31st March, for which such bonus is declared.

- (i) The full amount due on this formula to each Employee will be paid in two equal installments in the months of December and April. For example, in respect of the financial year 1st April 2012 to 31st March 2013, the payment of bonus will be made in the months of December 2012 and April 2013.
- (ii) This payment will be extended on a pro-rate basis to any Employee who has retired on reaching the age of retirement or dies during the period for which the bonus is declared. In the case of the latter the payment will be made to the legal heirs.
- (iii) In the case of an Employee confirmed in employment after the successful completion of a period of probation the Employer will extend to him a pro rated bonus payment notwithstanding such Employer having served less than 12 months.
- (iv) In respect of the financial years 01 April 2012 to 31st March 2013, 01st April 2013 to 31st March 2014 and 01st April to 31st March 2015, the Employer will, taking into account the performance of the Company in such financial years, consider the grant of an ex-gratia payment equal to half months salary per employee, after the end of such financial years, In the event the Company decides to make such a payment, it is agreed that it would be paid on 30th May.

**22. Profit Share Scheme (PSS).—**

- (i) It is agreed that the Employer shall implement the following Profit Share Scheme (PSS) with effect from the date of signing this agreement for the financial years 2012/13, 2013/14 and 2014/15 subject to the conditions stipulated below. Payments under this scheme shall not attract consequential benefits such as Provident Fund, Trust Fund, Gratuity, Overtime or any other similar payments.

- (ii) The profit share due to employee covered and bound shall be ascertained based on the Profit After Tax (PAT) as per Audited Accounts of the year preceding the payment after adjusting for the following items in the respective years it may arise.
- (a) Sale of Land and buildings
  - (b) Sale of investments
  - (c) Impact due to revaluations
  - (d) VRS payments
  - (e) Compensation received from suppliers of machinery and equipment for late delivery and or for non performance or delay.
  - (f) One off impairment of equipment, including bottles due to discontinuation.
  - (g) Any other payment received by the Company outside its normal trading activities.

- (iii) The following table shall be applied to determine the quantum due to an employee.

| <i>PAT Adjusted as set out in 21.2 above</i> |                   | <i>Profit Share</i> |
|--|-------------------|---------------------|
| Below Rs. 100 Million                        |                   | Zero                |
| From Rs. 101 Million to                      | Rs. 200 Million   | Rs. 10,000/-        |
| From Rs. 201 Million to                      | Rs. 300 Million   | Rs. 20,000/-        |
| From Rs. 301 Million to                      | Rs. 400 Million   | Rs. 30,000/-        |
| From Rs. 401 Million to                      | Rs. 501 Million   | Rs. 40,000/-        |
| From Rs. 501 Million to                      | Rs. 700 Million   | Rs. 50,000/-        |
| From Rs. 701 Million to                      | Rs. 900 Million   | Rs. 55,000/-        |
| From Rs. 901 Million to                      | Rs. 1,000 Million | Rs. 60,000/-        |
| From Rs. 1,001 Million to                    | Rs. 1,200 Million | Rs. 65,000/-        |
| From Rs. 1,201 Million to                    | Rs. 1,400 Million | Rs. 70,000/-        |
| From Rs. 1,401 Million to                    | Rs. 1,600 Million | Rs. 75,000/-        |
| Over Rs. 1,600 Million                       | Rs. 80,000/-      |                     |

- (iv) Employees will not be eligible for PSS on a pro-rated basis.

For e. g. If the company were to achieve an adujsted PAT of Rs. 320 million, an employee will be paid Rs. 30,000/-

- (v) Provided, however, during the operation of this agreement, eligible employees who are covered and bound by this Agreement as at the date of signing of this agreement will be guaranteed a sum of Rs. 25,000/- in terms of clause 20 - (ii) If the payment under PSS is higher than Rs. 25,000/- such employees would receive. The guaranteed payment of Rs. 25,000 under clause 20(ii) and the difference between the payment under PSS and the said Rs. 25,000 payable in terms of Clause 20(ii). For e.g. if the company were to achieve a profit of Rs. 360 million, and since the corresponding payout in terms of the PSS is Rs. 30,000, the Company would pay the difference between the lump sum and the PSS, i.e. a sum of Rs. 5,000 as profit share, plus the lump sum of Rs. 25,000 (or Rs. 30,000 in the case of financial year 2012/13) which is payable in terms of Clause 20.(ii) hereof to eligible employees.

- (vi) It is the intention of parties continue the Profit Share Scheme and requisite revisions to the PSS shall be made with the concurrence of the Union.

- (vii) Payment under the PSS, if eligible to pay, and the sum set out in 20(ii) will be made on or before 31st May every year.

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

- |     |  |   |  |
|-----|--|---|--|
| (a) | for one hour                                   | - | the monthly wage divided by two hundred and forty (240)    |
| (b) | for one day                                    | - | the monthly wage divided by thirty (30)                    |
| (c) | for one half day (either morning or afternoon) | - | a day's wage ascertained as above divided by two (02)      |
| (d) | for one week                                   | - | a day's wage ascertained as above multiplied by seven (07) |

**24. Provident Fund.** - The Employer shall contribute to the Provident Fund 12% (twelve percent) of the Employee's monthly salary and the Employee shall contribute a like sum to the Fund. The rates of contribution are liable to change subject to the requirements of the Employees' Provident Fund Act, No. 15 of 1958.

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

- (i) Deferred, the loss of increment shall be continuous through the year;
- (ii) Stopped, the loss of increment shall only be for the period of stoppage during the year.
- (iii) Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned. Deferment, stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified in writing of a complaint against such Employee and has been found guilty after due Inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

26. **Warnings.** - If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses and the fact that such written warning was refused to be taken by the Employee shall be recorded.

#### 27. **Suspension**

- (i) An Employee may, subject as hereinafter provided, be suspended without pay by an Employer-
  - (a) pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges relates to;
    - (i) fraud, theft, misappropriation or a like offence by the Employee in the course of his employment;
    - (ii) abuse, threat or gross insubordination by the Employee of or to a member of the executive or managerial staff of the Employer,
    - (iii) a breach of peace, or damage to property, or disturbance of the business of the Employer.

Provided however that an Employer shall suspend an Employee under paragraph (iii) above only for so long as the Employee's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the charges or the Employer carrying on his business;

- (a) As a punishment for misconduct for a period not exceeding seven (07) working days, after due inquiry.
- (b) If an Employee refrains from complying with any order of transfer in terms of clause (17) of Part I hereof or fails to carry out the Employer's written instructions in terms of clause 18 of Part I hereof.
- (ii) At the time of suspension under sub clause (i)(a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 28 hereof.

28. **Disciplinary Action** .- Where the Employer proposes to proceed against an Employee then -

- (i) Irrespective of whether an Employee has been suspended under Clause 27 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than five (05) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (ii) Within five (05) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such Employee. Provided, however, that if in the circumstances it is reasonable, the Employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request for such further period of time is deemed necessary in the circumstances of the case.



- (iii) If the Employer is satisfied with the written answer or explanation of the Employee, the Employee shall, if he is under suspension, forthwith be reinstated and shall be paid all emoluments and entitlements due for the period of such suspension.
- (iv) If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (v) After holding such inquiry the Employer shall notify the Employee of the findings of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and inference adverse to the Employee in respect of such charges shall be drawn from such charges.
- (vi) If the Employee is under suspension and the Employer after such inquiry makes order that -
  - (a) The Employee shall not be dismissed then the Employee shall resume Employment forthwith and shall subject to the provisions of sub Clause 27 hereof be paid all emoluments, and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;
  - (b) the Employee shall be dismissed, then the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension;
  - (c) In view of the serious or involved nature of the charges in the show cause notice against the Employee the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter has been previously referred to the Police or any other authorities for investigation or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.
- (vii) If any case where an Employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub clause for any reason other than that of the Employee's own seeking within thirty (30) days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for the period of thirty (30) working days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) working days up to the date on which the Employer makes an order paragraphs (a) to (c) of the preceding sub clause irrespective of the outcome of the inquiry.
- (viii) in any case where an Employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub clause (vi) within ninety (90) days of the date of suspension of the Employee unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- (ix) An Employer shall not be required to hold an inquiry as referred to in sub clauses (4) and (5) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within fourteen (14) working days after receipt of the Employee's explanation shall not be material or relevant.

29. **Retirement.**— An Employee has the option of retiring at the age of fifty five (55) years or at any time thereafter and shall retire on attaining the age of sixty (60) years. Provided however, that if the Employer requires to retain the services of an Employee who has attained the age of sixty (60) years, the Employee shall be offered fresh employment on a temporary basis so long as the Employer requires the services of such Employee.

30. **Trade Union Action.**— The Union hereby undertakes in respect of all the terms and conditions of employment covered by this Agreement not to seek to vary or alter any such terms or conditions other than by negotiation during the currency of this Agreement and hereby expressly undertakes, subject to Clause 31 (iv)(d) of Part I hereof, not to engage in a strike or other form of trade union action in respect of a dispute but will have such dispute settled in accordance with the procedure set out in Clause 31 of Part I hereof.

31. **Dispute Procedure.**— It is hereby agreed that the procedure to be followed for the settlement of a dispute shall be as set out in sub clause (i) or (ii) hereof.

- (i) (a) Where a dispute is between an Employee and an Employer, the Employee shall, in the first instance, raise the matter through such Employee's Branch Union with the Employer and both parties shall endeavour to effect an amiable settlement. Provided however, that if the exigencies of the circumstances warrant, the Union acting immediately in accordance with the succeeding paragraph (b) it shall not be necessary for the Employee's Branch union to raise the matter as herein provided before the Union acts under the succeeding paragraph (b).
- (b) In the event of a dispute not being settled under paragraph (a) above, or in the case of a dispute between a Branch union and an Employer, the Union may, if it so desires, raise the matter with the Federation and thereupon all steps shall be take that may be reasonable by the Union and the Federation for an amicable settlement of the matter in dispute utilizing if desired, the good offices of the Conciliation Division of the Department of Labour.
- (c) In the event of a dispute not being resolved or settled under the preceding paragraphs (a) or (b) or in the case of a dispute between the Union and the Federation, the parties shall agree to a statement of the matters in dispute and such matters shall be referred to an arbitrator of arbitrators under section 3(i)(d) of the Industrial Disputes Act for settlement by arbitration. Provided however, that should the parties fail to agreement to a settlement of the issue in dispute, each party shall furnish the Commissioner of Labour with a statement setting out the issues in dispute and thereafter the Commissioner of Labour shall set out the issues in dispute to be referred to the arbitrator or arbitrators.
- (ii) (a) the Union may notify the Federation in writing with a statement of the mater in dispute that such dispute should be dealt with under the sub clause, As soon as possible after such notification by the Union to the Federation, a Special Disputes committee of the Federation shall endeavour to settle the dispute. If no settlement is effected within seven (07) days form the date of the Union notifying the Federation, the dispute shall, as soon as possible, be refered to the Commissioner General of Labour for settlement by arbiration as provided in sub clause (i)(c) above, or if the Union or the Employer so requests, the dispute shall be referred immediately to a Special Arbitrator for settlement by arbitration.
- (b) If a dispute arising from the dismissal or discharge of an Employee by an Employer is referred to a Special Arbitrator as aforesaid and he is unable to make an Award with is twenty one (21) days of the date of receipt of reference, the Special Arbitrator shall be competnet but not bound, either of his own motions or at the instance of the Union, to make an interim Award after duly considering all the relevant facts and circumstances for this failure to make an Award within twenty one (21) days of the date of reference, directing the Employer to pay the Employee a sum not exceeding the equivalent of one half of the Employee's normal remuneration for the first Thirty (30) days from the date of cessation of employment and for such period thereafter but, not later than the date of the Award on the reference a sum not exeeding the equivalent of the Employee's full remuneration. The parties shall be bound by and comply with the terms of any such interim Award.
- (iii) Subject to sub clause (iv) hereof, the procedure for settlement of a dispute shall be as set out in sub clause (i) hereof.
- (iv) The procedure for a settlement of a dispute in respect of the matters enumerated in the succeeding paragraphs (a), (b) or (c) shall subject to the succeeding paragraph (d) be as set out in sub clause (ii) hereof.
  - (a) A dispute in connection with the interpretation or implementation of this Agreement arising from an act of the Employer, which in the opinion of the Executive Committee of the Union is calculated to threaten or undermine the Existence or the legitimate activitites of the Union.
  - (a) A dispute not connected with the interpretation or implementation of this Agreement, arising from as act of an Employer which in the opinion of the Executive Committtee of the Union is calculated to threaten or undermine the existence of the legitimate activities of the Union or its members or is grossly unfair or seriously detrirmental to the interests of the Union or its members. Provided however, that the disputes shall be referred to an arbitrator or arbitrators under the Industrial Disputes Act or to a Special Arbitrator as the case may be, if no settlement is effected within seven (07) days from the date of the Union notifying the Federation in terms of sub-clause (ii) (a) hereof, only if the Union so desires.
  - (c) A dispute arising from the dismissal or discharge of an Employee by an Employer on disciplinary grounds, which dismissal or discharge is in the opinion of the Executive Committee of the Union vindictive or in bad faith and is calculated to threaten or undermine the existence or the legitimate activities of the union. Provided however, that the dispute shall be referred to and arbitrator or arbitrators under the Industrial Disputes Act or to a special Arbitrator as the case may be, if no settlement is effected within seven (07) days form the date of the Union notifying the Federation in terms of sub clause (ii)(a) hereof, only if the Union so desires,

- (d) If the Union does not, however, desire to refer a dispute for settlement by arbitration under the provisions of the preceding paragraphs (b) or (c), the Union reserves to itself the right to engage in or authorize a strike or other form of trade union action and the Federation and the Employer reserves to itself and himself the right to take such steps as it or he may deem fit in the circumstances.
- (v) (a) In respect of a dispute arising between the parties hereto where arbitration is provided for under this Agreement, it is agreed that the parties to the dispute shall determine at the date thereof whether the dispute shall be settled by argitration by one arbitrator or three arbitrators. Provided however that disputes arising over dismissals shall normally be referred to one arbitrator and disputes arising over the proper interpretation or implementation or this Agreement if involving matters or principle or matters of general importance shall normaly, if possible, be referred to a Panel of not less that three arbitrators.
- (b) For the purposes of this Agreement an arbitrator or Special Arbitrator shall be jointly selected by the parties. If the parties fail to agree on an arbitrator or special Arbitrator he shall be selected by the Commissioner General of Labour.
- (c) Where a dispute over a dismissal has been referred for settlement by arbiration under the provisions of this Agreement and the Award contains a finding that the dismissal of the Employee by the Employer was not justified, then it is hereby agreed between the parties that normally in such a case the arbitrator or Special Arbitrator shall order that the Employee shall be reinstated in his employment with the Employer and it is hereby further agreed that in any such arbitration the Arbitrator or the Special Arbitrator shall take note of this paragraph in making any such award.
- (d) A Special Arbitrator shall be competent, but not bound to make order in his award as to the manner in which the costs of the arbitration excluding the legal expenses or either party shall be borne by the parties.
- (e) An award of an Arbitrator or Special Arbitrator made as herein provided shall be final and binding on the parties hereto.
- (f)(i) Where the Union seeks to settle a dispute by arbitration as provided for in this clause such request for arbitration shall be communicated to the Federation within six (06) months calculated from the date on which negotiations fail.
- (ii) Either party shall be entitled at any stage to inform the other that negotiations have failed.
- (iii) An Employer and the Fedaration shall not be under any obligation to refer to arbitration any dispute where the request for arbitration is not made within the period of six (06) months specified in his sub-clause.
- (g)(i) Where the Union seeks to settle a dispute relating to the termination of the services of an employee by arbitration as provided for in this clause, such termination should have been disputed by the Employee with the Employer or by the Branch Union with the Employer or by the Union with the Employer or the Fedaration within three (3) months of the date of termination.
- (ii) An Employer and the Federation shall not be under any obligation to refer to arbitration a dispute relating to the termination of the services of an Employee where it has not been disputed as aforementioned within the period of three (3) months from the date of termination of services.
- (iii) The date of termination for the purposes of this sub-clause shall be the date on which the written communication is sent to the Employee terminating his services and not the date on which the termination of services takes effect under Clause 28 (6) (b) hereof.

### 32. *Variation of terms and conditions of Employment or Benefits.-*

- (i) The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement as amended or altered in terms of this Agreement, all or any of the benefits presently enjoyed by any of the employees covered and bound by this agreement other than by mutual agreement.
- (ii) The Employer agrees with the union and its members and the Employees covered and bound by this Agreement that he shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered and bound by this agreement other than by mutual agreement.
- (iii) Any dispute or difference arising from negotiations under the provision of sub-clause (i) or (ii) may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

## PART II

CONTAINING THE FACILITIES AND CONCESSIONS  
GRANTED BY THE EMPLOYER TO THE UNION

1. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of clause 27 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice :-

- (a) The Employer will; subject as hereinafter provided, allow a member of the Union in the employment of the Employer (hereinafter referred to as “observer”) to be present as an observer without loss of wages for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such observer.
- (c) An observer may answer any question which the person who conducts the inquiry may ask him, but an observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an observer who obstructs such inquiry in any manner whatsoever to withdraw there from and an observer shall forthwith comply with such requirement.
- (e) The absence of an observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

2. **Union Meetings.**— The following provisions shall apply to meetings of the Branch Union :-

- (a) In respect of each meeting the Branch Union desires to hold at the Employer’s permises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, inter alia, one or more of the under noted conditions :-
  - (i) That no person other than an employee who is a member of the Union in the Service of the Employer shall be present at a meeting of such Branch Union ;
  - (ii) On occasions such as the Annual General Meeting of the Union, authorized official of such Union may with the prior approval of the Employer, attend ;
  - (iii) Fix a time limit within which a meeting of the Branch Union shall be conducted or adjourned.
- (c) It shall be the duty of the Branch Union and its officials to ensure that the terms on which permission to hold a meeting of the Branch Union is granted are duly complied with.
- (d) It shall be the duty of the Branch Union and its officials to ensure that no damage is caused in the course of or in connection with the meeting of the Branch Union to the Employer’s property or any other persons at the Employer’s premisses, and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.
- (e) The following provisions shall apply to meetings of the General Council of the Union :-
  - (i) Without prejudice to the right of an Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrant refusal, an Employer will generally grant permission to a member of the General Council of the Union in order to attend a meeting of the General council, to leave office not earlier than two (2) o’clock in the afternoon on not more than one occasion in a month without loss of salary for such absence if an application for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the General Council.
  - (ii) For the purpose of paragraph (a) above the Union shall forthwith furnish each, Employer in whose service there are members of the General Council of the Union with a list of such members and keep such Employer informed of all changes therein which may be made from time to time.

**3. *Duty Leave.***

- (i) The following provisions shall apply to duty leave without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two office bearers of the Union :-
  - (a) to be present at conferences held under the aegis of the the Employer's Federation of Ceylon or the Department of Labour in connection with a dispute between the Employees and the Employer,
  - or
  - (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of wages for such absence.
- (ii) In respect of the Annual General Meeting of the Branch Union, the Employer shall subject to the (discretion) referred to at sub clause (i) above, permit two hours paid leave for a member of the Union to attend such Annual General Meeting.
- (iii) The Employer will in his discretion, grant leave without remuneration, to an Employee to attend a Trade Union courts or seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

**4. *Check Off.***

- (i) For the purpose of this clause the Employer shall be bound to grant check off to the Union only if the membership of the Union is not less than forty percent (40%) of the employees covered and bound by this Agreement.
- (ii) The employer shall, on the written request of an Employee, deduct form the wages due to such Employee the current monthly Union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (iii) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to the effect in the form set out in Form No. 1 hereinafter referred to as "an Authorization".
- (iv) Every Employee shall be entitled to withdraw his agreement to check-off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as "a revocation" as set out in the Third Scheduled hereto.
- (v) As far as practicable, deduction under an Authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- (vi) As far as practicable, deductions under an authorization shall cease from the date of receipt of revocation cancelling such authorization. Provided however :-
  - (a) That an Employer shall not be liable in any manner whatsoever to the union the Employee concerned for failure to comply with sub Clause (5) or (6) ;
  - (b) That, at his discretion, the Employer shall be entitled not to make deductions by way of check-off in any month in which the deduction by way of check off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.
- (vii) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately preceding, to the treasure of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".
- (viii) The cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelop addressed to the treasurer of the Union at its address for the time being.
- (ix) The treasure of the Union shall promptly acknowledge receipt of the cheque.
- (x) The Employer shall not be liable to pay to the Union or to the treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.
- (xi) If for the purpose of this clause it becomes necessary to decide the question of whether a Trade Union represent not less than 40% of the Employees concern, the same shall be determined by a Referendum which shall be held by the department of Labour and the result of such Referendum shall be binding on the parties hereto.



**SCHEDULE I**

Salary scales in respect of employees who are in permanent employment as at the date of signing the agreement.

**CLERICAL AND SUPERVISORY STAFF**

|               |               |           |   |           |
|---------------|---------------|-----------|---|-----------|
| Grade I       | Rs. 15,602.50 | 43,732.00 | - | Rs. 70.50 |
| Grade II      | Rs. 16,040.00 | 47,008.00 | - | Rs. 79.00 |
| Higher Grade  | Rs. 16,333.50 | 51,447.50 | - | Rs. 90.50 |
| Special Grade | Rs. 16,683.50 | 59,307.50 | - | Rs.111.00 |

**TECHNICAL STAFF**

|               |               |           |   |           |
|---------------|---------------|-----------|---|-----------|
| Grade I       | Rs. 15,679.50 | 43,809.00 | - | Rs. 70.50 |
| Grade II      | Rs. 16,051.00 | 47,019.00 | - | Rs. 79.00 |
| Higher Grade  | Rs. 16,344.00 | 51,458.00 | - | Rs. 90.50 |
| Special Grade | Rs. 16,677.50 | 59,301.50 | - | Rs.111.00 |

**MINOR STAFF**

|  |               |           |   |           |
|--|---------------|-----------|---|-----------|
|  | Rs. 15,455.00 | 43,338.00 | - | Rs. 62.00 |
|--|---------------|-----------|---|-----------|

**SCHEDULE II****BENEFITS/CONCESSIONS TO EMPLOYEES**

- Soft Drinks Issues.
  - 24 bottles free of charge per month per employee
  - Funeral of an Employee 10 dozens free of charge
  - Wedding of an employee - subject to one wedding during an employee's tenure of service - 6 dozens free of charge.
  - Funeral of dependent - 150 bottles at ex-factory price.
- Ice Cream Issue  
4 litres of Ice Cream to be issued at the ex-factory price less Rs.15/- per month per employee
- Free Mid-Day Meal
- Medical benefit under a surgical and hospitalization insurance cover, where and employee could claim up to Rupees, Thirteen Thousand (Rs. 13,000/=) in any one claim with a maximum limit of Rupees Twenty Thousands (Rs. 20,000/=) for a year.
- Funeral Aid Scheme
  - A grant Rs. 25,000/= in the event of a death of an employee in service.
  - A grant of Rs. 5,000/= in the event of a death of the spouse or any unmarried children under 18 years and if the employee is unmarried, to his/her parents.
- Welfare Shop with essential items
- Special Awards
  - On completion of 15 years of service Rs. 5,000/-
  - On completion of 25 years of service -one gold sovereign and a wall Clock
  - On completion of 30 years of service - one gold sovereign
- Retirement grant to employees
  - For employees retiring after a period in excess of 15 years, a gift voucher to the value of Rs.2,250/= to purchase Company Products.
  - For employees retiring with less than 15 years service a gift voucher to the value of Rs.1,250/= to purchase company products.
- Monthly salaries/wages to be paid on 25th of each month.

10. Opportunities being made available to suitably qualified employees in the Minor and Clerical grades to obtain appointments in Clerical and Executive Grades.
11. Festival Advance of Rs. 5,000/= to be paid for Sinhala/Tamil New Year or Christmas.
12. An advance of Rs. 1,000/= from the Lump Sum Payment payable only to eligible employees for Vesak festival, subject to the money lying to the credit of NRCLG.
13. Holiday Bungalow  
3 Roomed Holiday Bungalow to be provided as and when available. This facility will be reviewed subject to its occupancy levels.
14. Shift Allowances
 

|                               |           |
|-------------------------------|-----------|
| 7.00 a.m. to 3.00 p.m.        | Rs. 6.00  |
| 3.00 p.m. to 10.00 p.m.       | Rs. 6.00  |
| 10.00 a.m. to 7.00 p.m.       | Rs. 10.00 |
| Boiler/Engineering            |           |
| 4.00 p.m. to 12.00 mid night. | Rs. 10.00 |
| 12.00 midnight. to 8.00 a.m.  | Rs. 10.00 |
15. Attendance /Punctuality Bonus  
(A) total bonus payable Rs. 360/- per month subject to deductions for absence as given below.

**Deductions for Leave**

| Authorised leave taken | Deductions (Rs) |
|------------------------|-----------------|
| 1/2 day                | Nil             |
| 1 day                  | Nil             |
| 1 and 1/2 days         | Nil             |
| 2 days                 | Nil             |
| 2 and 1/2 days         | 75.00           |
| 3 days                 | 150.00          |
| 3 and 1/2 days         | 200.00          |
| 4 days                 | Not eligible    |

- \* Accident Leave, continuous 7 days Annual Leave, Special Leave and Duty Leave will not be counted as absence for deduction.
- \* Any walkouts of more than 4 hours continuously will be considered as 1 day's leave for this purpose.
- \* Periods of strikes will be regarded as absence.
- \* Employees guilty of unauthorized absence and/or who avail themselves of unpaid sick leave for any period will forfeit their right to the attendance/punctuality bonus.
- \* Deductions for late attendance.

| Late in Minutes | Deductions   |
|-----------------|--------------|
| 15              | Nil          |
| 30              | Rs. 15.00    |
| 45              | Rs. 30.00    |
| 60              | Rs. 50.00    |
| 75              | Rs. 75.00    |
| 90              | Rs. 100.00   |
| 105             | Rs. 125.00   |
| 120             | Not eligible |

A quarterly bonus of Rs. 600/- will be paid for employees who collect the full payment of Rs. 360/- in the 3 months representing such quarter. The year for this purpose shall be from January to December.

56A

**I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2014.01.22**

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 22.01.2014

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16. Spectacle Loan

A spectacle loan of Rs. 1,250/- subject to prevailing condition.

17. Book Advance

A Book advance of Rs. 1,000/- in December subject to prevailing conditions.

**FORM NO. 1**

**Name of Employer :**

**Authorisation**

I, being an employee covered and bound by the Collective Agreement signed between the Ceylon Mercantile, Industrial and General Workers' Union (CMU) of which I am a member and Ceylon Cold Stores Limited, kindly request the Company to deduct from my salary each month a sum of Rs. .... in respect of my current monthly membership dues to the said Union and, remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

Signature of Employee:

Date :

Full Name of Employee:

Received on :

(to be filled by Employer)

**FORM NO. 2**

**Name of Employer :**

**Revocation**

With reference to the Authorisation submitted by me, please cease to deduct from my wages any further membership dues in favour of the Ceylon Mercantile, Industrial and General Workers' Union (CMU) with effect from the wages next due immediately following the date hereof.

Signature of Employee:

Date :

Full Name of Employee:

Received on :

(to be filled by Employer)

**Part III**

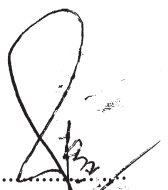
**Containing Definitions of Certain Words**

In Parts I and II of the Agreement unless excluded by the subject or context the following word shall have the meaning set opposite to them:-


| <b>Words</b>  | <b>Meaning</b>   |
|---|--|
| The Act.  | The Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954.  |
| Check Off   | The act of the Employer deducting, at the request of the Union subscriptions payable to the Union by an Employee from the latter's pay with his concurrence. |
| Dispute   | Shall have the same meaning as in the Industrial Disputes Act.   |
| The Federation  | The Employers' Federation of Ceylon  |
| Employee (for convenience sometimes referred to as "he " or its grammatical variations) | An Employee covered and bound by this Agreement  |
| Employer (for convenience sometimes referred to as "he " or its grammatical variations) | The Employer covered and bound by this Agreement   |
| Industrial Disputes Act.  | The Industrial Disputes Act No. 43 of 1950   |
| Normal Incremental Date   | The date on which an Employee would normally receive all increment   |
| Union or Unions   | The Union covered and bound by this Collective Agreement.  |
| Branch Union  | The Branch Union of the Ceylon Mercantile, Industrial and General Workers' Union (CMU) in the establishment of the Employer                                  |
| Wage  | The monthly wage according to the scales of consolidated wages in the Schedule hereto.   |
| Week  | The period between midnight on any Saturday night and midnight on the succeeding Saturday night.   |
| Year  | A continuous period of twelve (12) months.   |
| Weekly full holiday in respect of any week  | Shall have the meaning as 'weekly holiday' under the Shop/Office Employees' Act.   |
| Weekly half holiday in respect of any week  | Shall have the same meaning as 'weekly Half holiday' in the Shop and Office Employees' Act.  |
| Two such weekly holidays  | Two full holidays or for half holidays or any combination of full or half holidays which does not exceed two full holidays.                                  |

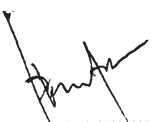
Words importing the masculine gender shall include the feminine.  
 Words importing the singular number shall include the plural and vice versa.


IN WITNESS WHEREOF, THE PARTIES AFORESAID HAVE HEREUNTO SET THEIR HANDS AT COLOMBO ON THIS ELEVENTH DAY OF OCTOBER TWO THOUSAND THIRTEEN

  
**JR Gunaratne**  
 President (Consumer Foods Group)  
 For and on Behalf of  
 Ceylon Cold Stores PLC

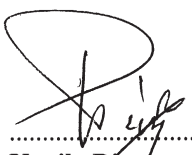
**KEELLS CONSULTANTS (PRIVATE) LIMITED**  
**SECRETARIES**  
**Authorised Signatory**


  
**Leslie Devendra**  
 General Secretary  
 For and on behalf of  
 Sri Lanka Nidahas Sevaka  
 Sangamaya

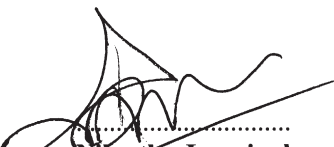
  
**Rohana Witanachchi**  
 Head of Supply Chain  
 Management  
 For and on behalf of  
 Ceylon Cold Stores PLC

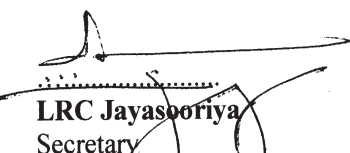
  
**LPS Pushpakumara**  
 Branch President  
 For and on behalf of  
 Sri Lanka Nidahas Sevaka  
 Sangamaya

**WITNESSES:**

  
**Kapila Dissanayaka**  
 Assistant Director General  
 Employers' Federation of Ceylon

  
**Mr. Sarathchandra**  
 President  
 Sri Lanka Nidahas Sevaka  
 Sangamaya

  
**Nilantha Jayasinghe**  
 Head of Industrial Relations  
 Ceylon Cold Stores PLC

  
**LRC Jayasooriya**  
 Secretary  
 Sri Lanka Nidahas Sevaka  
 Sangamaya