

33. **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 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.

(3) Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (2) 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

1. **Domestic Inquiries.**— If an employee is furnished with a show cause notice in terms of Clause 26, 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 employee (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 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.

PART III

DEFINITIONS

In Parts I and II of this Agreement unless excluded by the subject or context, the following words shall have the meaning set opposite to them—

Words	Meaning
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer (for convenience sometimes referred to as “he” or its grammatical variations)	An employer covered and bound by this Agreement
Employee (for convenience sometimes referred to as “he” or its grammatical variations)	Subject to the provisions of Clause 5 of Part II hereof an employee 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 an increment
Wage	The monthly wage according to the scales of consolidated wages in the Schedules hereto
Week	The period between midnight on any Saturday night and midnight on succeeding Saturday.

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 HEREUNDER SET THEIR HANDS AT COLOMBO, ON THIS 14TH DAY OF MAY TWO THOUSAND AND FOUR.

For and on behalf of
A. B. C. INDUSTRIES Co. LTD.
V. MIHINDUKULASURIYA,
Manager Administration,
Personnel and Legal.

For and on behalf of
THE ALL CEYLON COMMERCIAL AND INDUSTRIAL
WORKERS' UNION,
S. SIRIWARDENA,
General Secretary.

WITNESSES:

1. Kapila Dissanayake,
Asst. Secretary General.
2. Athula Nath Tennakoon,
Secretary Branch Union.

FIRST SCHEDULE

ABC INDUSTRIES COMPANY LIMITED COLLECTIVE AGREEMENT 2004

Stage	Factory Workers	Workshop Employees			
		Unskilled	Semiskilled	Skilled	Drivers
1	7,757.50	7,507.50	7,787.50	8,150.00	8,128.75
2	7,797.50	7,532.50	7,817.50	8,197.50	8,176.25
3	7,837.50	7,557.50	7,847.50	8,245.00	8,223.75
4	7,877.50	7,582.50	7,877.50	8,292.50	8,271.25
5	7,917.50	7,607.50	7,907.50	8,340.00	8,318.75
6	7,957.50	7,632.50	7,937.50	8,387.50	8,366.25
7	7,997.50	7,657.50	7,967.50	8,435.00	8,413.75
8	8,037.50	7,682.50	7,997.50	8,482.50	8,461.25
9	8,077.50	7,707.50	8,027.50	8,530.00	8,508.75
10	8,117.50	7,732.50	8,057.50	8,577.50	8,556.25
11	8,157.50	7,757.50	8,087.50	8,625.00	8,603.75
12	8,197.50	7,782.50	8,117.50	8,672.50	8,651.25
13	8,237.50	7,807.50	8,147.50	8,720.00	8,698.75
14	8,277.50	7,832.50	8,177.50	8,767.50	8,746.25
15	8,317.50	7,857.50	8,207.50	8,815.00	8,793.75
16	8,357.50	7,882.50	8,237.50	8,862.50	8,841.25
17	8,397.50	7,907.50	8,267.50	8,910.00	8,888.75
18	8,437.50	7,932.50	8,297.50	8,957.50	8,936.25
19	8,477.50	7,957.50	8,327.50	9,005.00	8,983.75
20	8,517.50	7,982.50	8,357.50	9,052.50	9,031.25
21	8,557.50	8,007.50	8,387.50	9,100.00	9,078.75
22	8,597.50	8,032.50	8,417.50	9,147.50	9,126.25
23	8,637.50	8,057.50	8,447.50	9,195.00	9,173.75
24	8,677.50	8,082.50	8,477.50	9,242.50	9,221.25
25	8,717.50	8,107.50	8,507.50	9,290.00	9,268.75
26	8,757.50	8,132.50	8,537.50	9,337.50	9,316.25
27	8,797.50	8,157.50	8,567.50	9,385.00	9,363.75
28	8,837.50	8,182.50	8,597.50	9,432.50	9,411.25
29	8,877.50	8,207.50	8,627.50	9,480.00	9,458.75
30	8,917.50	8,232.50	8,657.50	9,527.50	9,506.25
31	8,957.50	8,257.50	8,687.50	9,575.00	9,553.75
32	8,997.50	8,282.50	8,717.50	9,622.50	9,601.25
33	9,037.50	8,307.50	8,747.50	9,670.00	9,648.75
34	9,077.50	8,332.50	8,777.50	9,717.50	9,696.25
35	9,117.50	8,357.50	8,807.50	9,765.00	9,743.75
36	9,157.50	8,382.50	8,837.50	9,812.50	9,791.25
37	9,197.50	8,407.50	8,867.50	9,860.00	9,838.75

Stage	Factory Workers	Workshop Employees			
		Unskilled	Semiskilled	Skilled	Drivers
38	9,237.50	8,432.50	8,897.50	9,907.50	9,886.25
39	9,277.50	8,457.50	8,927.50	9,955.00	9,933.75
40	9,317.50	8,482.50	8,957.50	10,002.50	9,981.25
41	9,357.50	8,507.50	8,987.50	10,050.00	10,028.75
42	9,397.50	8,532.50	9,017.50	10,097.50	10,076.25
43	9,437.50	8,557.50	9,047.50	10,145.00	10,123.75
44	9,477.50	8,582.50	9,077.50	10,192.50	10,171.25
45	9,517.50	8,607.50	9,107.50	10,240.00	10,218.75
46	9,557.50	8,632.50	9,137.50	10,287.50	10,266.25
47	9,597.50	8,657.50	9,167.50	10,335.00	10,313.75
48	9,637.50	8,682.50	9,197.50	10,382.50	10,361.25
49	9,677.50	8,707.50	9,227.50	10,430.00	10,408.75
50	9,717.50	8,732.50	9,257.50	10,477.50	10,456.25
51	9,757.50	8,757.50	9,287.50	10,525.00	10,503.75
52	9,797.50	8,782.50	9,317.50	10,572.50	10,551.25
53	9,837.50	8,807.50	9,347.50	10,620.00	10,598.75
54	9,877.50	8,832.50	9,377.50	10,667.50	10,646.25
55	9,917.50	8,857.50	9,407.50	10,715.00	10,693.75
56	9,957.50	8,882.50	9,437.50	10,762.50	10,741.25
57	9,997.50	8,907.50	9,467.50	10,810.00	10,788.75
58	10,037.50	8,932.50	9,497.50	10,857.50	10,836.25
59	10,077.50	8,957.50	9,527.50	10,905.00	10,883.75
60	10,117.50	8,982.50	9,557.50	10,952.50	10,931.25
61	10,157.50	9,007.50	9,587.50	11,000.00	10,978.75
62	10,197.50	9,032.50	9,617.50	11,047.50	11,026.25
63	10,237.50	9,057.50	9,647.50	11,095.00	11,073.75
64	10,277.50	9,082.50	9,677.50	11,142.50	11,121.25
65	10,317.50	9,107.50	9,707.50	11,190.00	11,168.75
66	10,357.50	9,132.50	9,737.50	11,237.50	11,216.25
67	10,397.50	9,157.50	9,767.50	11,285.00	11,263.75
68	10,437.50	9,182.50	9,797.50	11,332.50	11,311.25
69	10,477.50	9,207.50	9,827.50	11,380.00	11,358.75
70	10,517.50	9,232.50	9,857.50	11,427.50	11,406.25
71	10,557.50	9,257.50	9,887.50	11,475.00	11,453.75
72	10,597.50	9,282.50	9,917.50	11,522.50	11,501.25
73	10,637.50	9,307.50	9,947.50	11,570.00	11,548.75
74	10,677.50	9,332.50	9,977.50	11,617.50	11,596.25
75	10,717.50	9,357.50	10,007.50	11,665.00	11,643.75
76	10,757.50	9,382.50	10,037.50	11,712.50	11,691.25
77	10,797.50	9,407.50	10,067.50	11,760.00	11,738.75
78	10,837.50	9,432.50	10,097.50	11,807.50	11,786.25
79	10,877.50	9,457.50	10,127.50	11,855.00	11,833.75
80	10,917.50	9,482.50	10,157.50	11,902.50	11,881.25
81	10,957.50	9,507.50	10,187.50	11,950.00	11,928.75
82	10,997.50	9,532.50	10,217.50	11,997.50	11,976.25
83	11,037.50	9,557.50	10,247.50	12,045.00	12,023.75
84	11,077.50	9,582.50	10,277.50	12,092.50	12,071.25
85	11,117.50	9,607.50	10,307.50	12,140.00	12,118.75
86	11,157.50	9,632.50	10,337.50	12,187.50	12,166.25
87	11,197.50	9,657.50	10,367.50	12,235.00	12,213.75
88	11,237.50	9,682.50	10,397.50	12,282.50	12,261.25
89	11,277.50	9,707.50	10,427.50	12,330.50	12,308.75
90	11,317.50	9,732.50	10,457.50	12,377.50	12,356.25
91	11,357.50	9,757.50	10,487.50	12,425.00	12,403.75
92	11,397.50	9,782.50	10,517.50	12,472.50	12,451.25
93	11,437.50	9,807.50	10,547.50	12,520.00	12,498.75

Stage	Factory Workers	Workshop Employees			
		Unskilled	Semiskilled	Skilled	Drivers
94	11,477.50	9,832.50	10,577.50	12,567.50	12,546.25
95	11,517.50	9,857.50	10,607.50	12,615.00	12,593.75
96	11,557.50	9,882.50	10,637.50	12,662.50	12,641.25
97	11,597.50	9,907.50	10,667.50	12,710.00	12,688.75
98	11,637.50	9,932.50	10,697.50	12,757.50	12,736.25
99	11,677.50	9,957.50	10,727.50	12,805.00	12,783.50
100	11,717.50	9,982.50	10,757.50	12,852.50	12,831.25

SECOND SCHEDULE

WORKSHOP WORKERS

All workmen engaged in the mechanical, electrical, maintenance, machine, engineering and other support functions.

FACTORY WORKERS

All workmen engaged in an about the factory premises on duties other than the above including checking.