

- (iv) The final net balance payable expressed in number of months salary will be determined as follows:
- (a) 10% of pre - Tax profit minus 1 (one) = profit ratio
* Av. Monthly wage bill for the financial year.
 - (b) * Consolidated Salary X Profit Ratio = Individual Profit Share of employees.
(* Salary on which provident Fund is calculated)
- (v) 5% of the individual profit share will be reduced for each day of absence without pay. There will be no grace period on absence. The Management reserves to itself the right to make this reduction either from the advance payment made in December or from the final payment made in April.
- (vi) The reduction so made will be distributed equally among all recipients of the full share of profit i.e. those without any absence without pay.
- (vii) Recipients of the Profit Sharing Scheme will be as follows.
- (a) Permanent employees i.e. Managerial/ Executive staff, Clerical/Supervision and Minor Staff and Manual Workers (excepting Casual/Temporary employees), who have been in employment during the full financial year in respect of which the share is paid and who are in employment at the time the share is paid.
 - (b) Permanent employees who have been in employment for only part of the financial year in respect of which the share is paid and who are in employment at the time the share is paid. Such employees will receive a share proportionate to the number of complete months in service during the financial year.
 - (c) Permanent employees who have been in employment for the full or part of the financial year in respect of which the share is paid and who are not in employment at the time the share is paid. Such employees will receive either the full share or part of the share proportionate to the number of complete months in service, provided cessation of employment was not due to fraud, Misappropriation or like offence, or causing a loss or damaging company property.
 - (d) Probationers who have not completed one year of service will be paid the amount referred to in Clause 24 - iii (a) proportionate to the number of complete months in service.

25. **Variation of Terms & Conditions of Employment or Benefits.** - In the event of any conflict or inconsistency between the matters provided for in this agreement and any pre-existing terms or practices, the terms of this Agreement shall prevail.

During the continuance in force of this Agreement, the Union and it's members and the Employer shall not seek to vary, alter or add to all or any of the terms and conditions of employment.

PART II

Containing Facilities And Concessions Granted By The Employer to the Union

1. **Breaches of Collective Agreement.**— If in the opinion of the Employer and Employers' Federation of Ceylon, the Union or its members have committed a breach of the Agreement, the Union will cease to be entitled to enjoy the facilities and concessions granted in the succeeding clauses of this Part and such facilities and concessions will stand withdrawn without prejudice to the Employer's right to restore them upon such terms and conditions as it may determine.

2. **Duty Leave.**— The following provisions shall apply to duty leave:

Without prejudice to the right of the Employer to refuse to grant permission, the Employer will generally grant permission for not more than three office bearers of the Union.—

- (a) to be present at conferences held under the aegis of the Employer or the Employer's Federation of Ceylon or the Department of Labour in connection with a dispute between the Employer and the Union.

or

- (b) to attend inquiries before Industrial Court, Arbitrations or Labour Tribunal,
- (c) to attend meetings of the Parent Union on not more than one occasion a month **without loss of wages for such absence.**

3. **Check off.**—

- (i) subject to Clause (1) hereof, the Employer on a written request from employee covered and bound by this Agreement, will deduct from the wage due to such employee, the current monthly Union dues to be payable monthly by the Employee to the Union.
- (ii) The employer will remit the amount so deducted to the Union within the month following such deduction.
- (iii) Request for deduction of Union dues must be made in writing referred to as the Authorization Form, set out in the First Schedule hereto.
- (iv) Every employee shall be entitled to withdraw his agreement to check-off at any time by signing and submitting the Revocation Form, set out in the second schedule.

4. **Grievance Settlement Procedure.**—

- (i) Where an employee wishes to make representation in respect of a grievance or dispute or any other matter, such employee, in the first instance, shall discuss the matter with the Production Manager.
- (ii) If the matter, in the opinion of the employee, is not satisfactorily resolved at the level of the Production Manager, the employee together with a Representative of the Branch Union will discuss the matter with the Managing Director (chief Operating Officer).
- (iii) If the matter is still not resolved, the Parent Union will make representations to the Employers' Federation of Ceylon, and discuss the matter with a view to arriving at a reasonable settlement.

In witness whereof the Parties aforementioned have hereunto set their hands at Colombo, Mr. D. C. R. Perera, Managing Director (Chief Operating Officer) for and on behalf of Ceytra Limited and Mr. W. A. Somadasa, Secretary for and on behalf of the Inter Company Employees Union on this 16th Day of February Two Thousand and Five.

Sgd.
 for and on behalf of
 M/S. Ceytra Limited.

Sgd.
 for and on behalf of Inter Company Employees
 Union.

Witness to the Signature
 Of the said Mr. D. C. R. Perera
 Signature: Sgd.
 Name: H. M. D. Kulatunge,

Witness to the Signature
 Of the said Mr. W. A. Somadasa
 Signature: Sgd.
 Name: A. A. Weeratunge
 Branch Secretary

FIRST SCHEDULE

Authorisation

As I am an employee covered and bound by the Ceytra Limited Manual Workers' Collective Agreement of 2002, I desire to avail myself of the facility for the check-off contained in the Collective Agreement to which I am eligible 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 the same to the said Union on my behalf. The first payment should be made from wage next due immediately following the date hereof.

.....
 Date of Signing

.....
 Signature of Employee

.....
 Full Name of Employee

SECOND SCHEDULE

Revocation

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of INTER COMPANY EMPLOYEES UNION with effect from the wages next to me immediately following the date hereof.

.....
 Date of Signing

.....
 Signature of Employee

.....
 Full Name of Employee

Received On
 To be filled by Employer.

Annexure I - Rubber Band Extruding Single, Double Point

Rubber Band Extruding Section

I. Normal Production Bonus for single point production process

Example: 8hrs Basic Salary Rs. 4000. Therefore, the Normal P/bonus for 8 hours is Rs. 70
 12hrs Basic Salary Rs. 4000. Therefore, the Normal P/bonus for 12 hours is Rs. 140. OT per hour Rs. 25
 (Except Size 16, 20, 22, 25, 30, 33, 40, 50, 57, 60)

	Production Norms			8hr. comparison				9 hr. comparison				10 hr. comparison				11 hr. comparison				12 hr. comparison			
	Size mm	8 hr. No. of Mand.	1 hr. No. of Mand.	Prod. Norm	OT	Normal Bonus	Total	Prod. Nonus	OT	Normal Bonus	Total	Prod. Norm	OT	Normal Bonus	Total	Prod. Norm	OT	Normal Bonus	Total	Prod. Norm	OT	Normal Bonus	Total
16	2050	256		2050	-	70	70	2,306	25	70	95	2,563	50	70	120	2,819	75	70	145	3,075	100	70	170
20	2050	256		2050	-	70	70	2,306	25	70	95	2,563	50	70	120	2,819	75	70	145	3,075	100	70	170
22	2050	256		2050	-	70	70	2,306	25	70	95	2,563	50	70	120	2,819	75	70	145	3,075	100	70	170
25	1950	244		1950	-	70	70	2,194	25	70	95	2,438	50	70	120	2,681	75	70	145	2,925	100	70	170
30	1900	238		1900	-	70	70	2,138	25	70	95	2,375	50	70	120	2,613	75	70	145	2,850	100	70	170
33	1600	200		1600	-	70	70	1,800	25	70	95	2,000	50	70	120	2,200	75	70	145	2,400	100	70	170
40	1600	200		1600	-	70	70	1,800	25	70	95	2,000	50	70	120	2,200	75	70	145	2,400	100	70	170
45	1655	207		1655	-	70	70	1,832	25	70	95	2,069	50	70	120	2,276	75	70	145	2,483	100	140	240
50	1150	144		1150	-	70	70	1,294	25	70	95	1,438	50	70	120	1,581	75	70	145	1,725	100	70	170
57	1150	144		1150	-	70	70	1,294	25	70	95	1,438	50	70	120	1,581	75	70	145	1,725	100	70	170
60	1150	144		1150	-	70	70	1,294	25	70	95	1,438	50	70	120	1,581	75	70	145	1,725	100	70	170
65	1245	156		1245	-	70	70	1,401	25	70	95	1,556	50	70	120	1,712	75	70	145	1,868	100	140	240
70	1190	149		1190	-	70	70	1,339	25	70	95	1,488	50	70	120	1,636	75	70	145	1,785	100	140	240
80	1190	149		1190	-	70	70	1,339	25	70	95	1,488	50	70	120	1,636	75	70	145	1,785	100	140	240
90	1060	133		1060	-	70	70	1,193	25	70	95	1,325	50	70	120	1,458	75	70	145	1,590	100	140	240
100	955	120		955	-	70	70	1,075	25	70	95	1,195	50	70	120	1,315	75	70	145	1,435	100	140	240
110	750	94		750	-	70	70	844	25	70	95	938	50	70	120	1,032	75	70	145	1,126	100	140	240
120	690	86		690	-	70	70	776	25	70	95	863	50	70	120	949	75	70	145	1,035	100	140	240
150	400	50		400	-	70	70	450	25	70	95	500	50	70	120	550	75	70	145	600	100	140	240

13hr. comparison				14hr. comparison			
Prod. Norm	OT	Normal Bonus	Total	Prod. Norm	OT	Normal Bouns	Total
3,331	125	70	195	3,568	150	70	220
3,331	125	70	195	3,568	150	70	220
3,331	125	70	195	3,568	150	70	220
3,169	125	70	195	3,413	150	70	220
3,088	125	70	195	3,325	150	70	220
2,600	125	70	195	2,800	150	70	220
2,600	125	70	195	2,800	150	70	220
2,689	125	140	265	2,896	150	140	290
1,869	125	70	195	2,013	150	70	220
1,869	125	70	195	2,013	150	70	220
1,869	125	70	195	2,013	150	70	220
2,023	125	140	265	2,179	150	140	290
1,934	125	140	265	2,083	150	140	290
1,934	125	140	265	2,083	150	140	290
1,723	125	140	265	1,855	150	140	290
1,555	125	140	265	1,675	150	140	290
1,220	125	140	265	1,314	150	140	290
1121	125	140	265	1208	150	140	290
650	125	140	265	700	150	140	290