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No. 1439/8 – MONDAY, APRIL 03, 2006

(Published by Authority)

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No. CI/265.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chas P Hayley & Co. Ltd., 400, Deans Road, Colombo 10 of the one part and United Tea Rubber and Local Produce Workers' Union, 513-1/2, Elvitigala Mawatha, Colombo 05 of the other part on 17th January, 2006 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,  
Commissioner-General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
10th March, 2006.

#### Collective Agreement No. 01 of 2006

This Collective Agreement made this Seventeenth Day of January Two Thousand and Six to take effect pursuant to the Industrial Disputes Act between Chas P Hayley & Co Ltd., having its registered office at 400, Deans Road, Colombo 10 (hereinafter referred to as "The Employer" of the One Part and The United Tea Rubber and Local Produce Workers' Union, a registered Trade Union having its Office at 513-2/1, Elvitigala Mawatha Colombo 05. (hereinafter referred to as "The Union" of the Second Part witnesseth and it is hereby agreed between the parties as follows :

Title : This Agreement shall be known and referred to as the Chas P Hayley & Co. Ltd. Manual Workers' Collective Agreement of 2005.

#### PART I

#### CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERE TO AND CONNECTED THEREWITH.

1. **Persons Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and the members of the Union who are employed and who are working at Thurbum Stores, 195, Bandaranaike Place, Galle by the Employer in a manual or labouring capacity on monthly contracts of employment and for whom provision has been made in the wage scales set out in Schedule 1 of this Agreement.

2. **Date of Operation and Duration.**— This agreement shall be effective as from the *First day of December Two Thousand and Five* and shall thereafter continue in force unless it is determined by either party giving notice in terms of the Industrial Disputes Act in writing to the other subject to the following Provisions—

- (a) That one party, hereto shall not give such notice to the other party before the *Thirtieth Day of November Two Thousand and Eight (30.11.2008)* and no notice given before that date shall be regarded as valid.
- (b) That in the event of a reduction in the par value of the Sri Lankan 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.

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 into being at any time after the date hereof during the continuance in force of this Agreement.

4. **Probation.**— Every Employee recruited by the Employer shall serve a 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 Employer's service with effect from the day after the day on which the period of probation or extended probation, as the case may be, ended.

5. **Attendance.**—

- (1) Unless otherwise specifically instructed by his Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the Store, Factory, Mill or Job and shall there remain available for work throughout the normal working hours.
- (2) If, at a Store, Factory, Mill 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 work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

6. **Hours of Work.**— The hours of work on a normal working day or on a shift shall be eight (8) and a period of six (6) hours on a short working day exclusive of intervals for meals / rest whether on shift or otherwise.

7. **Forfeiture of Wages.**— Unless for good cause shown to the satisfaction of the Employer an employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and his 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.

8. **Overtime.**—

- (1) If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. 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 (that is work performed in excess of normal working hours) shall be remunerated at one and half ( $1\frac{1}{2}$ ) times the normal hourly rate ascertained in accordance with the provisions of Clause 16 (a) hereof.

9. **Weekly Holiday and Saturdays.**—

- (1) In respect of each week every Employee shall be allowed a paid holiday on a Sunday in that week as the weekly holiday provided however, that if an Employee has not worked for a period of at least twenty eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of clause 16 (b) hereof.

(2) In computing the period of twenty eight (28) hours referred to in sub-clause (1) the Employer shall include-

- (a) Every holiday allowed by the Employer to Employee as annual holiday ;
- (b) Every public holiday granted by the Employer in terms of clause 11 hereof ;
- (c) Every day's absence on any ground approved by the Employer.

(3) The Employer may employ any Employee on a weekly holiday subject to the following conditions:

- (i) a day within the six days next succeeding such weekly holiday shall be allowed to that Employee as a holiday with remuneration. Provided however, that if any Employee who is employed on a weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1) then and in such event that Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 16 (b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further, that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the Employee -
  - (a) instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 16 (b) hereof in lieu of such alternate holiday, or
  - (b) in case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid, employ that Employee on the alternate holiday.
- (ii) that in respect of work done on such weekly holiday the Employee shall be paid as remuneration -
  - (a) one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 16 (a) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal); and
  - (b) at double the normal hourly rate ascertained in accordance with the provisions of clause 16 (a) hereof for each subsequent hour of work.

The provisions of this Sub-clause shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) hours in respect of the duration of each such period.

#### 10. **Annual Holidays**

Annual holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards.

#### 11. **Public Holidays**

- (1) Public holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards. Provided however, that an Employee may be employed on a public holiday in accordance with the decision of the aforesaid Wages Board.
- (2) If any public holiday which an Employee is eligible to under the provisions of sub-clause (1) falls on a weekly holiday, 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 9 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 on the day immediately preceding the Saturday shall be six (6) hours and no interval for a meal shall be granted.

#### 12. **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 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 (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. 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 month's service.

(2) Casual Leave will normally be granted on application without the Employee being required to state the reason for the application. Where an 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 Casual Leave.

### 13. *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 medical certificate from a registered medical practitioner (unless waived by his Employer), and
- (b) the Employee shall not be on probation within the meaning of Clause 4 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 ten (10) days if he is confirmed after six (6) months' probation and Sick Leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

### 14. *Monthly Consolidated Wages*

(1) Subject to the provisions of Clause 15 hereof, as from the First day of December Two Thousand and Five, each Employee shall be paid upon and subject to the other terms and conditions herein contained, a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Schedule 1 hereto.

(2) The scales of consolidated wages set out in Schedule 1 hereto include all Statutory Allowances as at the date of this Agreement.

(3) The new incremental rates shall be as set out in the relevant scales in Schedule 1 hereto. This Agreement shall not have the effect of changing the incremental date of an Employee.

- (4) (a) At the expiry of the twelve month period commencing from the First day of November Two Thousand and Five the scales of the consolidated wages set out in Schedule 1 hereto shall be revised by addition to and consolidation with the wage at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by two (2) and the wage payable to each Employee under this Agreement shall accordingly be increased by a like amount as from the First day of November Two Thousand and Six.
- (b) At the expiry of each twelve month period commencing from the First day of November Two Thousand and Five the scales of consolidated wages revised in the manner prescribed above shall be revised in a like manner as from the First day of November of the succeeding year by addition to and consolidation with the wage at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period, multiplied by two (2) and the wage of each Employee as from the First day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

(5) If during the continuance in force of this Agreement the Government of Sri Lanka -

- (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the Employer shall pay such increases in wages prescribed by such written law and in terms of such written law ;
- (b) recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

15. **Conversion to Scales of Monthly Consolidated Wages.** - (a) For the purpose of ascertaining the wage which an Employee shall receive with effect from the First day of December Two Thousand and Five on the basis of the scales of consolidated wages set out in the Schedule 1 hereto the following provisions subject to the provisions of Clause 14 above shall apply.

- (i) With effect from the First day of December Two Thousand and Five all Employees shall be given a wage increase of Rs. 1,300/-
- (ii) Each Employee shall thereafter be placed at the corresponding point on the wage scale in Schedule 1 without change in grade and if there is no corresponding point in terms of money value, the next higher stage on the same grade.
- (b) The wage increase referred to at Clause 15(a)(i) hereof is in consideration of the agreement reached between the union and the Employer for higher output norms as per Schedule 2 hereof.

16. **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 (2)
- (d) for one week a day's wage ascertained as above multiplied by seven (7).

17. **Non-Recurring Cost of Living Gratuity.** - (1) As the scales of consolidated wages payable to employees as at the First day of December Two Thousand and Five as set out in Schedule 1 hereto were fixed on the basis of the Colombo Consumers' Price Index being 3217.0 an Employee shall, subject to the provisions of the succeeding sub-clause be entitled to receive and the Employer shall be liable to pay a Non-recurring Cost of Living Gratuity to the Employee in November each year in respect of the preceding twelve (12) months (First November to Thirty First October hereinafter referred to as the 'qualifying period') commencing from the First day of November Two Thousand and Five ascertained in accordance with the undernoted formula. Provided further that from the First day of November Two Thousand and Five the qualifying period will be a period of twelve (12) months commencing from the First day of November to the Thirty First day of October the following year.

**THE FORMULA.** - If the average of the Colombo consumers' Price Index for the qualifying period exceeds 3217.0 a sum computed at Rs. two (2/-) for each complete point (i.e.1.0) by which such average exceeds 3217.0 in respect of each month of service during the qualifying period.

- (2) When at the expiry of each twelve (12) month period commencing on the First day of November Two Thousand and Five the scales of consolidated wages have been revised in the manner set out in clause 14(4)(b) hereof, the base index figure in the formula for the purpose of calculating the Non-recurring Cost of Living Gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve (12) month period as specified in clause 14(4) hereof.
- (3) The Non recurring Cost of Living Gratuity shall be payable by the Employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the Non-recurring cost of Living Gratuity becomes due in November of any year or he joined the Employer's service during the course of the qualifying year.
- (4) The Non-recurring Cost of Living Gratuity shall not be payable to an Employee in respect of any period for which he received no wages for whatever reason.
- (5) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the Non-Recurring Cost of Living Gratuity.

18. **Provident Fund.** - (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 Employee as at the date hereof were contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

19. **Terminal Benefits.**— The Employer will pay terminal benefits to Employees in accordance with the Gratuity Act No. 12 of 1983.

20. **Bonus.**— (1) Without prejudice to existing bonus schemes and without prejudice to the Employer's claim that bonus payment in the past and as provided in this Agreement are ex-gratia, the Employer will, subject as hereinafter provided, continue to pay to each of his employees a bonus which will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of the Agreement No. 20 of 1982. If in any year the Employer, in his discretion reduces the bonus to an amount less than the sum of money paid to each of his Employees as bonus for the year immediately preceding the signing of Agreement No. 20 of 1982 the Union may canvas such reduction of bonus with the Employer concerned. If the Union is not satisfied by the Employer in the matter, the Union may pursue this matter with the Employers Federation of Ceylon. If the dispute as to the reduction of bonus is not settled with the Federation, the same shall be referred to a committee of three (3) persons (hereinafter referred to as a 'Bonus committee') which shall be constituted in accordance with the provisions of subclause 2 for settlement in the manner hereinafter set forth.

(2) At the written request of the parties to the dispute as to the reduction of the bonus the Commissioner General of Labour will constitute a Bonus Committee which shall consist of three (3) senior accountants nominated by the Council of the Institute of Chartered Accountants of Sri Lanka. The said Chartered Accountants shall be persons with at least ten (10) years' post qualification experience. The selection of the three Chartered Accountants will be communicated by the Institute of Chartered Accountants to the Commissioner General of Labour, the Employer, the Union and to the Federation. Thereupon the Commissioner General of Labour will communicate in writing to each member of the Bonus Committee so constituted a statement of principles and procedures by which the members of the Bonus Committee shall be bound in settling the dispute as to the reduction of Bonus.

(3) Upon receipt of the submissions and the statement of the principles and procedures from the Commissioner General of Labour the Bonus Committee shall in accordance with the said principles and procedures decide whether the reduction of the bonus by the Employer was justified and if the reduction was not justified to what extent, if any, the bonus should be reduced. The Bonus Committee shall communicate its decision in writing to the Employer, the Union, the Federation and the Commissioner General of Labour. If the decision of the Bonus Committee is unanimous, such decision shall be final and binding on the parties to the dispute and the Union and/or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement. If, however, the Bonus Committee is divided in its decision then the decision of the Commissioner General of Labour on the matter shall be final and binding on the parties to the dispute and the Commissioner General's decision shall be communicated in writing to the Federation, and the union or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement.

(4) The Bonus committee shall not be entitled nor be competent to decide that in any year the Employer should pay his Employees a bonus exceeding the sum of money paid as bonus as in the year immediately preceding the signing of Agreement No. 20 of 1982.

(5) The fees payable to the members of the Bonus committee shall be borne equally by the parties to the dispute as to the reduction of bonus and be payable on demand by the Commissioner General of Labour.

(6) The payment of a bonus exceeding the sum of money paid as bonus to employees in the year immediately preceding the signing of Agreement No. 20 of 1982 shall be in the sole discretion of the Employer and shall not be called in question by the Union and /or its members nor shall the Employer's failure or refusal to pay such bonus be the subject of any dispute.

(7) The provisions of such-clauses (1) (2) (3) (4) (5) and (6) shall mutatis mutandis apply to existing bonus scheme.

(8) At the request of the Commissioner General of Labour the council of the Institute of Chartered Accountants of Sri Lanka will nominate three (3) chartered accountants with not less than ten (10) years of post qualification experience drawn from professional accountancy firms to serve on the Bonus Committee.

21. **Annual Increments.**— (1) The annual increments provided in each grade of the scales of consolidated wages in Schedule 1 hereto shall be automatic, unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred in which case where an increments is—

- (a) deferred the loss of increment shall be continuous throughout the year;
- (b) stopped the loss of increment shall only be for the period of stoppage during the year;
- (c) 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.

22. **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.

23. **Suspension.**—(1) An employee may be suspended without pay by his Employer.—

- (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct which warrants dismissal;
- (b) In order to avoid a breach of the peace or damage to the property or disturbance of business of the Employer;
- (c) As a punishment for misconduct for a period not exceeding seven (7) working days after the inquiry.

(2) At the time of suspension under sub-clause (1)(a) of 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 24 hereof.

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

- (1) irrespective of whether an Employee has been suspended under clause. 23 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 a written answer or explanation to the show cause notice and where such request is made by the 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) working 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 be subject to the provisions of sub-clause 23(1)(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 the 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 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.
- (9) The 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 ten (10) working days after the receipt of the Employee's explanation shall not be material or relevant.

25. **Retirement.**— On reaching the age of fifty five (55) years an Employee shall ipso facto retire and cease to be employed by the 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 as may be mutually agreed.

26. **Termination of Services:**

- (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 4 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 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 previous 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 the failure of the Employee to complete the job within reasonable time.

27. **Union Recognition.**— The Union shall be competent to make representations on behalf of any of its members who is employed in any workplace of the Employer bound by this Agreement. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the workplace or the trade as a whole, the following provisions shall apply :

- (1) When the Union is representative of not less than forty per cent (40%) of the employees whose membership subscription is not in arrears, the Employer of such employees will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty per cent (40%) of such employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with the Union competent to make general demands by virtue of the requisite membership and not separately with each such Union.
- (2) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other Employees in the service of the Employer, the competence of the Union to make such claims or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.



28. **Disputes Procedure**

- (1) In the first instance the Union shall submit any demand on behalf of its members to the Employer of such members 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 conference 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 30 hereof all disputes between the Union and the Employer or between the parties hereto 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.

29. **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 the Employer and the Union and if the matter cannot be settled by negotiation, it shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

30. **Trade Union Action.**— The Union and the Employees 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 Union or the Employees and the Employer, whether or not such dispute is related to the Agreement, except where such dispute has been caused by an act of the 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 or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interest of the Union and/or its members. Provided however that at least seven (7) days notice in writing shall be given by the Union to the Employer, the federation and the Commissioner General of Labour before the date of commencement of any intended strike or other form of trade union action consequent upon an act of the 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 or the legitimate activities of the Union and/or its members is grossly unfair or seriously detrimental to the interest of the Union and/or its members.

31. **Variation of Terms and Conditions of Employment and Benefits**

- (1) The Union and the Employees 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 the Employees that the Employer shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees other than by mutual agreement.
- (3) Any dispute or difference arising from negotiations under the provision of sub-clauses 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

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

1. **Breaches of Collective Agreement.**— If in the opinion of the Employer and the Federation, the Union shall commit a breach of any of the terms of this Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this Part and same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.

2. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of Clause 24 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 wages for absence from work.
- (b) If the Employer 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 questions 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 part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings therat, nor the findings pursuant thereto.

3. **Union Meetings.**— The following provisions shall apply to meetings of the Union.

- (a) In respect of each meeting which the Union desires 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 undemoted conditions—
  - (i) that no person other than an employee in the service of that Employer shall be present at a meeting of the Union;
  - (ii) on occasions such as the Annual General meeting of the Union, office bearers of the Parent Union may, with the previous 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 the terms on which permission to hold a meeting of the Union is granted are duly complied with.
- (d) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of the, or in connection with a meeting of the Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.**—

- (1) 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 Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer.

or

  - (b) to attend inquiries before Industrial Courts, arbitrators or Labour Tribunals without loss of wages for such absence.
- (2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course 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 utilise for the purpose.

5. **Check-off.**—

- (1) The facility of check-off shall be granted, subject to Clause 1 of Part II hereof only so long as the Union represents not less than forty (40%) per cent of the Employees covered and bound by this Collective Agreement.
- (2) The Employer shall on the written request of an Employee deduct from the wages due to such Employees 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 referred to as an 'Authorization'.
- (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'.
- (5) 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.
- (6) As far as practicable deductions under an authorization shall cease from the date of receipt of a revocation cancelling 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 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 deductions from the Employee's wages in that month exceed the deduction permitted by Law;
- (7) The Employer shall not later than the tenth (10th) 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 crossed 'Account Payee'.
- (8) The cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at 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 the Treasurer on its behalf as aforesaid any sum other than the Union's dues actually deducted.

FORM NO. 1

Name of Employer: CHAS P HAYLEY & CO. LTD.

**AUTHORIZATION**

As I am an Employee covered and bound by the CHAS P HAYLEY & CO. LTD. COLLECTIVE AGREEMENT, 2005 and I desire to avail myself of the facility for check-off contained in the Collective Agreement to which I am eligible as a member of the UNITED TEA RUBBER & LOCAL PRODUCE WORKERS' 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 due immediately following the date hereof.

.....  
(Date of signing)

.....  
(Signature of Employee)

.....  
(Full name of Employee)

.....  
(Checkroll No.)

Received on .....  
(To be filled by the Employer)

FORM NO. 2

Name of Employer: CHAS P HAYLEY &amp; CO. LTD.

**REVOCATION**

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of UNITED TEA RUBBER & LOCAL PRODUCE WORKERS' 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)

.....  
(Checkroll No.)

Received on .....  
(To be filled by the Employer)

*PART III***CONTAINING DEFINITIONS OF CERTAIN WORDS**

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.

<b>Words</b>	<b>Meaning</b>
Branch Union	The Branch Union at the factory (Thurburn Stores, 205, Bandaranaike Place, Galle).
Check-off	The act of the Employer deducting in terms of Clause 5 of Part II the subscriptions payable to the Union by an employee from the latter's pay.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employee (For convenience sometimes referred to as 'he' or its grammatical variations)	An Employee covered and bound by this Agreement.
Employer	Chas P Hayley and Co Ltd.,
Federation	Employers' Federation of Ceylon.
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.
Relevant Wages Board	The Wages Board which covers the Trade in which the particular employee is employed in.
Union	United Tea Rubber and Local Produce Workers' Union.
Wage	The monthly wage according to the scales of consolidated wages in Schedule 1 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.

Words importing the masculine gender shall include the feminine.

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

*Schedule I*

**WAGE SCALES APPLICABLE TO ENGINEERING TRADE WORKERS CONSOLIDATED  
AT 3217.0 FOR THE PERIOD 01/11/05 TO 31/10/06**

<i>Stage</i>	<i>Unskilled</i>	<i>Semi-Skilled</i>	<i>Skilled</i>
1	6599.00	34×27.50 6614.00	34×35.00 6684.00
2	6626.50	6649.00	6724.00
3	6654.00	6684.00	6764.00
4	6681.50	6719.00	6804.00
5	6709.00	6754.00	6844.00
6	6736.50	6789.00	6884.00
7	6764.00	6824.00	6924.00
8	6791.50	6859.00	6964.00
9	6819.00	6894.00	7004.00
10	6846.50	6929.00	7044.00
11	6874.00	6964.00	7084.00
12	6901.50	6999.00	7124.00
13	6929.00	7034.00	7164.00
14	6956.50	7069.00	7204.00
15	6984.00	7104.00	7244.00
16	7011.50	7139.00	7284.00
17	7039.00	7174.00	7324.00
18	7066.50	7209.00	7364.00
19	7094.00	7244.00	7404.00
20	7121.50	7279.00	7444.00
21	7149.00	7314.00	7484.00
22	7176.50	7349.00	7524.00
23	7204.00	7384.00	7564.00
24	7231.50	7419.00	7604.00
25	7259.00	7454.00	7644.00
26	7286.50	7489.00	7684.00
27	7314.00	7524.00	7724.00
28	7341.50	7559.00	7764.00
29	7369.00	7594.00	7804.00
30	7396.50	7629.00	7844.00
31	7424.00	7664.00	7884.00
32	7451.50	7699.00	7924.00
33	7479.00	7734.00	7964.00
34	7506.50	7769.00	8004.00

*Schedule I*

**Wage scales applicable to coir mattress and Bristle fibre Trade Workers Consolidated at 3217.0 for the Period 01.11.2005 to 31.10.2006**

<i>Stage</i>	<i>Grade II</i>	<i>Intermediate</i>	<i>Grade I</i>	<i>Head Baling Press Operators</i>	<i>Watchers</i>
1	6599.00 34×27.5	6608.00 34×30.00	6619.00 34×35.00	6619.00 34×38.00	6614.00 34×32.50
2	6626.50	6638.00	6654.00	6657.00	6646.50
3	6554.00	6668.00	6689.00	6695.00	6679.00
4	6581.50	6698.00	6724.00	6733.00	6711.50
5	6509.00	6728.00	6759.00	6771.00	6744.00
6	6736.50	6758.00	6794.00	6809.00	6776.50
7	6764.00	6788.00	6829.00	6847.00	6809.00
8	6791.50	6818.00	6864.00	6885.00	6841.50

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PART I : SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA -03.04.2006

9	6819.00	6848.00	6899.00	6923.00	6874.00
10	6846.50	6878.00	6934.00	6961.00	6906.50
11	6874.00	6908.00	6969.00	6999.00	6939.00
12	6901.50	6938.00	7004.00	7037.00	6971.50
13	6929.00	6968.00	7039.00	7075.00	7004.00
14	6956.50	6998.00	7074.00	7113.00	7036.50
15	6984.00	7028.00	7109.00	7151.00	7069.00
16	7011.50	7058.00	7144.00	7189.00	7101.50
17	7039.00	7088.00	7179.00	7227.00	7134.00
18	7066.50	7118.00	7214.00	7265.00	7166.50
19	7094.00	7148.00	7249.00	7303.00	7199.00
20	7121.50	7178.00	7284.00	7341.00	7231.50
21	7149.00	7208.00	7319.00	7379.00	7264.00
22	7176.50	7238.00	7354.00	7417.00	7296.50
23	7204.00	7268.00	7389.00	7455.00	7329.00
24	7231.50	7298.00	7424.00	7493.00	7361.50
25	7259.00	7328.00	7459.00	7531.00	7394.00
26	7286.50	7358.00	7494.00	7569.00	7426.50
27	7314.00	7388.00	7529.00	7607.00	7459.00
28	7341.50	7418.00	7564.00	7645.00	7491.50
29	7369.00	7448.00	7599.00	7683.00	7524.00
30	7396.50	7478.00	7634.00	7721.00	7556.50
31	7424.00	7508.00	7669.00	7759.00	7589.00
32	7451.50	7538.00	7704.00	7797.00	7621.50
33	7479.00	7568.00	7739.00	7835.00	7654.00
34	7506.50	7598.00	7774.00	7873.00	7686.50

**Schedule 2**

**UK Balling**

for 8 hrs 45 balls increase to 50 balls (11%)

**USA Balling**

for 8 hrs 225 kgs increased to 250 kgs(11%)

**Haymat yarn**

for 12 hrs 100 kgs increased to 120 kgs (20%)

**USA Bundles**

for 8 hrs 80 bundles increased to 100 bundles (25%)

**Improvement of Maintenance**

Improve lifetime of spare parts and other cost savings on maintenance.

IN WITNESS WHEREOF parties aforesaid have hereunto set their hands in Colombo. I Piyasena for an on behalf of Chas P Hayley and Co. Ltd. and Mr. T. P. U. Kularatne for an on behalf of the UNITED TEA RUBBER AND LOCAL PRODUCE WOKERS' UNION on this Seventeenth day of January Two Thousand and Six.

INDRAJITH PIYASENA,  
Managing Director  
CHAS P HAYLEY AND CO. LTD.

T. P. UPALI KULARATNE,  
Asst. General Secretary  
UNITED TEA RUBBER AND LOCAL PRODUCE  
WORKERS' UNION

WITNESS to the said signature of Mr. I. Piyasena

WITNESS to the signature of Mr. T. P. Kularatne.

KAPILA DISSANAYAKE,  
Asst. Director-General E.F.C.

S. H. A. WIMALASENA,  
Asst. Chairman,

My No.: CI/139

**THE INDUSTRIAL DISPUTES ACT. (CHAPTER 131)**

The Collective Agreement entered into between Singer Industries (Ceylon) Limited, No. 2, 5th Lane, Ratmalana of the one part and Independent General Services Union, No. 2, 5th Lane, Ratmalana of the other part on 30th January, 2006 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
10th March, 2006.

**Collective Agreement No. 02 of 2006**

**COLLECTIVE AGREEMENT**

This Collective Agreement entered into in terms of the Industrial Dispute Act on this 30th day of January Two thousand and Six to take effect from the 1st day of January Two Thousand and Six between Singer Industries (Ceylon) Limited, 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) Limited Clerical and Allied Staff Collective Agreement 2006.

1. **Employees Covered and Bound.** - This Agreement shall cover and bind the Union and the 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 1st day of January 2006, 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 no such notice shall be given by either party, prior to the 31st of March 2007, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 31st of December 2007, Any notice given by a Party prior to the 31st of March 2007 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 Settlement shall receive a salary increase of 9% on the salaries drawn by them on 31st December 2005. This salary increase shall be effective from 1st January, 2006.

(ii) With effect from 1st January 2007, an increase of 2.2% of the salaries as at 31st December 2005 will be added to the salaries until 31st of December 2007.

5. The consolidation of salaries will be at the Colombo Consumers' Price Index figure of 3945 and the Non-Recurring Cost of Living Gratuity shall as before be computed for the 12 month period from 1st September 2005 to 31st August 2006 and thereafter following the same 12 month period.

6. The Employer shall pay the employees a special Non-Recurring lump sum payment representing the amount added to salaries of such employees in terms of 4(i) hereof multiplied by 10. 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 1st day of January 2006, the increments applicable to the salary scales for the Employees shall be as follows:

Minor Staff	Rs. 45/ = x 14 - Rs. 50/ = x 21 and thereafter at Rs 60/=
Grade I	Rs. 65/ = x 14 and thereafter at Rs. 80/=
Grade II	Rs. 85/ = x 14 and thereafter at Rs. 100/
Higher Grade	Rs. 110/ = x 10- Rs. 135/ = x 10 and thereafter at Rs. 145/=
Special Grade	Rs. 145/ = x 5 - Rs. 165/ = x 10 and thereafter at Rs. 200/=

8. This Agreement shall be binding on the parties until the 31st day of December 2007 and during the period there will be no salary revision save and except the annual consolidated in relation to the Colombo Consumers' Price Index increase as hitherto done on an annual basis.

9. 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.

In witness hereof Parties have set their hands hereinto at Colombo on this 30th day of January Two Thousand and Six.

*For and on behalf of Employer*  
Factory Director

*For and on behalf of*  
Independent General Services  
Union

.....  
V.G.K. VIDYARATNE  
Factory Director

.....  
SARANAPALA SILVA  
Joint Secretary

.....  
S.A.L. SILVA  
Manager - Human Resources

.....  
L. D. PREMASIRI  
Vice President