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අති විශේෂ EXTRAORDINARY

අංක 1507/18 – 2007 ජූලි 26 වැනි බ්‍රහස්පතින්දා – 2007.07.26

No. 1507/18 – THURSDAY, JULY 26, 2007

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/273.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lanka Walltile Limited, No.215, Nawala Road, Narahenpita of the one Part and Sri Lanka Nidahas Sevaka Sangamaya (SLNSS). No. 301, T. B. Jaya Mawatha, Colombo 10 and Jathika Sewaka Sangamaya (JSS), No. 416, Pitakotte Road, Kotte and Inter - Company Employees Union (ICEU), No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other Part on 25th January, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
02nd July, 2007.

Collective Agreement No. 01 of 2007

COLLECTIVE AGREEMENT

BETWEEN

LANKA WALLTILE LIMITED

AND

SRI LANKA NIDAHAS SEWAKA SANGAMAYA, JATHIKA SEWAKA SANGAMAYA AND
INTER - COMPANY EMPLOYEES UNION OF 25th JANUARY, 2007

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT, entered into between Lanka Walltile Limited, a Company duly registered and having its registered office at No. 215, Nawala Road, Narahenpita, Colombo 5, and hereinafter referred to as “the Employer” and the Sri Lanka Nidahas Sewaka Sangamaya
1A - G008653 - 470 (2007/ 07)

(SLNSS), Jathika Sewaka Sangamaya (JSS) and Inter-Company Employees' Union (ICEU), trade unions duly registered and having their respective registered offices at No. 301, T. B. Jayah Mawatha, Colombo 10, No. 416, Pitakotte Road, Kotte and No. 158/18, E. D. Dabare Mawatha, Colombo 5, and hereinafter referred to as "the Unions" on this Twenty Fifth day of January Two Thousand and Seven.

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

1. **Parties Covered and Bound.** - The terms of this settlement shall cover and bind the Employer, the Unions and members of the Unions employed on permanent monthly contracts by the Employer in the Manual/Operative grades in the company.

2. **Salaries:** - (i) With effect from 1st January, 2007, the Employer shall add Rs. 800 to the salaries of each Employee.

(ii) With effect from 1st January, 2008, the Employer shall add Rs. 500 to the salaries of each Employee.

(iii) With effect from 1st January, 2009, the Employer shall add Rs. 800 to the salaries of each Employee.

(iv) The employer also agrees to consider enhancing the amounts stipulated at (ii) and (iii) above for the years 2008 and 2009 provided the company's operational profit after tax for the calendar years 2007 and 2008 has exceeded the budgeted operational profit after tax.

3. **Profit Share Bonus.** - The Employer agrees to make payment of the profit share bonus, payable on net profit after tax, as set out below: -

(i) For the calendar year ending 31.12.2006 - Rs. 16,500 or 10% of net profit after tax, whichever is higher. In making this payment, the advance of Rs. 3,500 paid in April 2006 will be deducted.

(ii) For the calendar year ending 31.12.2007 - Rs. 16,500 or 10% of net profit after tax, whichever is higher.

(iii) For the calendar year ending 31.12.2008 - Rs. 16,500 or 10% of net profit after tax, whichever is higher.

Apart from the above revision, all terms and conditions of this payment, applicable at present, would remain unchanged.

Parties agree that the profit share bonus under this agreement would be payable in December each year. Further, an advance of Rs. 5,500 would be paid in the month of April of each year, which would be deducted from the final payment made in December each year.

4. This Agreement shall take effect from 1st January, 2007 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to 30th November, 2009, and the Agreement shall not stand terminated prior to the 31st day of December, 2009.

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

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

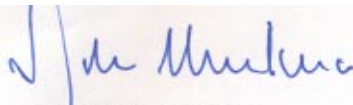
i. Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level.

ii. In the event of non-resolution of the dispute at Stage (i) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.

iii. In the event of non-resolution of the dispute at Stage (ii) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Dispute Act.

iv. In the event of non-resolution of the dispute at Stage (iii) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

IN WITNESS HEREOF, PARTIES HAVE SET THEIR HANDS ON THIS TWENTY FIFTH DAY OF JANUARY TWO THOUSAND AND SEVEN, AT COLOMBO.



for & on behalf of:
Lanka Walltile Limited

Name: L. de Chickenc


Designation: M.D.



For and on behalf of:
Jathika Sevaka Sangamaya

Name: U.G. Piyasena

Designation: 



for & on behalf of:

Sri Lanka Nidahas Sevaka Sangamaya

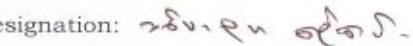
Name: Leslie Jeyendran

Designation: General Secretary



For and on behalf of:
Inter Company Employees' Union

Name: Anura Kumara

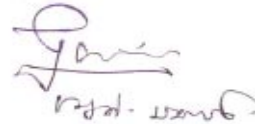
Designation: 


WITNESSES:

1. Name: 
M.A. Jayathirane

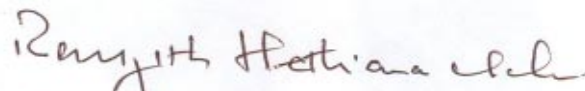
Designation: D.M.

4 P.K.C. Wijesinghe

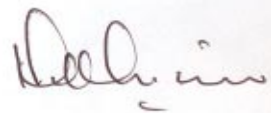

P.K.C. Wijesinghe


2. Name: 
E.K.N. Samarathunga

Designation: 

3. Name: 
Ranjith Hettiarachchi

Designation: Asst. Secretary SLN SS.



④ ඩී.කේ.එම්. බණ්ඩාරනායක


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THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE collective Agreement entered into between Perera and Sons (Bakers) Ltd., 122–124, M. D. H. Jayawardena Mawatha, Madinnagoda, Rajagiriya of the one Part and Food Beverages and Tobacco Industries Employees Union, 513-1/2, Elvitigala Mawatha, Colombo 05 of the other Part on 12th March, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EdIRISINGHE,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
02nd July, 2007.

Collective Agreement No. 08 of 2007

COLLECTIVE AGREEMENT

BETWEEN

PERERA AND SONS (BAKERS) LTD.

AND

THE FOOD, BEVERAGES AND TOBACCO
INDUSTRIES EMPLOYEES UNION (2007)

This Collective Agreement made on this 12th day of March, Two Thousnad and Seven, to take effect from the First day of January Two Thousand and Seven, pursuant to the Industrial Disputes Act,

between

Perera and Sons (Bakers) Ltd. (hereinafter referred to as “the Employer”) of the one Part

and

The Food, Beverages and Tobacco Industries Employees Union (hereinafter referred to as “the Union”) representing its members who are employed in the aforesaid Company of the other Part.

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

1. **Employers Covered and Bound.**– This Agreement shall bind Perera and Sons (Bakers) Ltd. (hereinafter referred to as the Employer) in respect of members of the Union falling within the classes of Employees covered under the Wages Boards for the Bakery Trade, Motor Transport Trades, and Minor Staff employed by the Employer specifically referred to in Schedule I hereto.

2. **Employees Covered and Bound.**– This Agreement shall cover and bind the members of the Union falling within the classes of employees covered under this Collective Agreement and employed by the Employer on monthly contracts of employment.

3. **Earlier Agreements.**– The provisions of this Agreement shall supersede and replace the provisions of the Collective Agreement entered into between the Union and the Employer on 23rd March, 2004, and the parties agree that the aforementioned Collective Agreement stands terminated as from the effective date of this Agreement.

4. **Date of Operation and Duration.**– This Agreement shall be effective as from the First day of January Two Thousnad and Seven 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 First day of July in the year Two Thousand and Nine (2009).

5. **Hours of Work.**— The working hours shall be subject to the operation of a shift system according to a roster formulated by the Employer. In accordance with same the following shifts shall be operative at present :-

- | | | |
|-----|-------------------------|-----------------|
| (a) | 5.00 p.m. - 2.00 a.m. | - Main Shift |
| (b) | 7.00 a.m. - 4.00 p.m. | - Main Shift |
| (c) | 2.00 a.m. - 10.00 a.m. | - Interim Shift |
| (d) | 3.00 a.m. - 11.00 a.m. | - Interim Shift |
| (e) | 12.00 m.n. - 8.00 a.m. | - Interim Shift |
| (f) | 5.00 a.m. - 2.00 p.m. | - Interim Shift |
| (g) | 11.00 a.m. - 10.00 p.m. | - Interim Shift |

In accordance with the operation of the shift system the Employer agrees to pay a shift allowance on the following basis:

		1st Year	2nd Year	3rd Year
(a)	5.00 p.m. - 2.00 a.m.	- Rs. 80/- p.s.	Rs. 85/- p.s.	Rs. 90/- p.s.
(b)	7.00 a.m. - 4.00 p.m.	- —	—	—
(c)	2.00 a.m. - 10.00 a.m.	- Rs. 50/- p.s.	Rs. 55/- p.s.	Rs. 60/- p.s.
(d)	3.00 a.m. - 11.00 a.m.	- Rs. 45/- p.s.	Rs. 50/- p.s.	Rs. 55/- p.s.
(e)	12.00 m.n. - 8.00 a.m.	- Rs. 65/- p.s.	Rs. 70/- p.s.	Rs. 75/- p.s.
(f)	5.00 a.m. - 2.00 p.m.	- Rs. 35/- p.s.	Rs. 40/- p.s.	Rs. 45/- p.s.
(g)	11.00 a.m. - 10.00 p.m.	- Rs. 35/- p.s.	Rs. 40/- p.s.	Rs. 45/- p.s.
(h)	Workers who report to work at 7.00 a.m. and continue to work till 12.00 m.n.	- Rs. 45/- p.s.	Rs. 50/- p.s.	Rs. 55/- p.s.

The employees rostered to work on a particular shift should present himself/herself for work at the particular department at the starting time of that particular shift.

6. **Forfeiture of Wages.**— Unless for good cause shown to the satisfaction of the Employer and employee fails to hold himself/herself available for work throughout the normal working hours of each working shift he/she shall forfeit and the Employer shall be entitled to deduct his/her wages for the period from the time at which such failure occurs until he/she is again available for work.

7. **Overtime.**— (i) If required by the Employer an employee shall work reasonable overtime subject to the authorization of same 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.

(ii) Overtime work (*i.e.* work performed in excess of normal working hours) shall be remunerated in accordance with rates stipulated under the Wages Boards for the Bakery and Motor Transport Trade, and in respect of Sales Assistants and Minor Staff in accordance with the rates stipulated in the Shop and Officer Employees' Act.

(iii) Notwithstanding the operation of a shift system in accordance with Clause 5 hereof, workers who report for work in respect of the interim shifts would be offered work till 4.00 p.m. and overtime paid in respect of work done over and above the respective shift.

8. **Annual Leave.**— Annual leave shall be allowed to employees in accordance with the decisions of the Wages Boards for the Bakery and Motor Transport Trade and in respect of Minor Staff in accordance with the Shop and Office Employees' Act. Annual leave must always be with prior permission, and in no circumstances will such leave be granted subsequent to absence without prior permission. An employee who wishes to utilize his/her annual leave should tender a duly completed leave application form through his/her superior to the Bakery Administration Manager and obtain approval before the utilization of such leave.

9. **Casual/Sick Leave.**— In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to utilize 14 days leave on account of illness or sudden unforeseen circumstances. Leave other than in the case of sickness, can only be utilized 2 days at a time at most and should not precede or succeed annual leave or sick leave. Sick leave should be utilized

only if, an employee is unable/unfit to perform his/her duties on account of illness. In cases of absence due to illness of an employee, unless otherwise previously informed in writing the Bakery Administration Manager should be informed thereof at the earliest possible opportunity, and not later than 24 hours after the commencement of absence from duty. Further, where absence on account of illness exceeds 2 days, a medical certificate from a registered medical practitioner in respect of such absence must reach the Personnel/Administration Manager not later than the third day of the absence along with an application for leave.

Any absence without leave would be regarded as unauthorized and without pay and shall amount to misconduct liable to disciplinary action.

10. **Public Holidays.**– Public holidays shall be allowed to an employee in accordance with the relevant statutory provision applicable in respect of the employees concerned.

11. **Salaries.**– The Employer agrees to revise the salaries of all employees covered and bound by this Agreement on the following basis during the pendency of this Agreement:–

- (a) Salaries of employees will be increased by Rs. 1000/- with effect from 01.01 2007.
- (b) Salaries of employees will be increased by a further 7% on 01.01 2008.
- (c) Salaries of employees will be increased by a further 6% with effect from 01.01 2009.

The granting of the above salary increases is subject to the condition that during the pendency of this Agreement, if and when salaries prescribed under the Wages Board for the Bakery and Motor Transport Trade are revised, the Employer will not be bound to grant such increases determined by the Wages Boards except in so far as to conform to the minimum wages stipulated under the respective Trades.

Provided, however, that during the pendency of the Agreement, if and when the Government grants any salary increase or an interim allowance by law, applicable to the private sector and only if such salary increase/interim allowance exceeds the increases granted in 2008 and 2009 in terms of (b) and (c) above, the Employer agrees to adjust salaries in keeping with such law. If not, by making payment of the difference. This would, however, be only applicable in respect of the second and 3rd years of this Agreement.

The Employer agrees to increase the annual incremental rates in respect of employees covered and graded under the Bakery Trade as follows:–

<i>Grade</i>	<i>Annual Increment</i>
A Special Grade	Rs. 150/-
A	Rs. 125/-
B	Rs. 95/-
B	Rs. 75/-

12. **Attendance Bonus.**– The Employer agrees to pay an attendance bonus of one month's gross wages excluding overtime and other allowances, if any, as per the wages applicable as at December 2007, 2008 and 2009 respectively to workers under the Bakery and Motor Transport Trade and the Minor Staff, provided that a worker has worked a minimum of 150 days in the preceding year. This attendance bonus will be subject to a deduction of 12 1/2% in respect of every day of absence without pay for whatever reason. This attendance bonus will be paid on 31.01.2008, 31.01.2009 and 31.01.2010, in respect of each preceding year.

13. **Bonus.**– The Employer agrees to pay an annual bonus to all employees covered and bound by this Agreement on the following basis : –

The bonus payment equivalent to 3 months' salary will be paid in each financial year during the pendency of the Agreement.

In addition the Employer agrees to make a *pro rata* payment of bonus in respect of employees who have commenced employment during the financial year in the following manner:–

<i>Date of Appointment During the Financial Year</i>	<i>Quantum</i>	<i>Date of Payment</i>
On or before 01.04.2007 On or before 01.04.2008 On or before 01.04.2009	2 months	June 2008 (07/08 Financial Year) June 2009 (08/09 Financial Year) June 2010 (09/10 Financial Year)
Between 02.04.2007 and on or before 01.07.2007		June 2008 (07/08 Financial Year)
Between 02.04.2008 and on or before 01.07.2008	1 1/2 months	June 2009 (08/09 Financial Year)

Between 02.04.2009 and on or before 01.07.2009	}	1 1/2 months	June 2010 (09/10 Financial Year)
Between 02.07.2007 and on or before 01.10.2007			June 2008 (07/08 Financial Year)
Between 02.07.2008 and on or before 01.10.2008	}	1 month	June 2009 (08/09 Financial Year)
Between 02.07.2009 and on or before 01.10.2009			June 2010 (09/10 Financial Year)
On or after 02.10.2007 On or after 02.10.2008 On or after 02.10.2009	}	No Payment	

Provided however, the payment of bonus will be subject to proportionate deductions of one day's wage in respect of everyday of unauthorized absence over and above 8 days in the preceding calendar year. Unauthorized absence would mean everyday of absence without authority and/or everyday of absence over and above an employee's leave entitlement. In this regard the Employer will follow the definition stipulated under the Wages Board for the Bakery Trade in determining "days worked".

14. **Festival Advance.** – The Employer agrees to pay an annual festival advance on the following basis: –

1st year – 2007	–	Rs. 7,000
2nd year – 2008	–	Rs. 8,000
3rd year – 2009	–	Rs. 8,000

Provided, however, the Employer agrees to revise the quantum of this advance, in the event recommendations are made to that effect by the EFC, in future.

15. **Promotions.** – The present system of promotions in respect of the Bakery Trade employees, viz. placement at a point on the higher grade/scale will continue to operate as hitherto practiced.

16. **Meals .** – (a) Bakery and Motor Transport workers will be provided with a rice meal on 6 days of the week. Minor Staff will be provided a rice meal on 6 days of the week or be paid the value of same in lieu.

(b) In addition to the above all workers who work on the following shifts will be provided with the following meals:

- (i) 5.00 a.m. to 2.00 p.m. – At 6.15 a.m. one bun and one roll.
At 10.00 a.m. one bun or one roll.
- (ii) 7.00 a.m. to 4.00 p.m. – At 10.00 a.m. one bun or one roll.
- (iii) 5.00 p.m. to 2.00 a.m. – At 10.30 p.m. one bun or one roll.

(c) Minor Staff reporting for duty at 6.30 a.m. will receive one roll and one bun and others who report for duty after 6.30 a.m. will receive one roll or one bun.

(d) All employees will be given a cup of tea/coffee at 6.40 a.m.

17. **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.

18. **Suspension.** – (i) 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 the peace or damage to property or disturbance of the business of the Employer;
- (c) as a punishment for misconduct for a period not exceeding seven (07) working days after due inquiry.

19. **Disciplinary Action.** - Where the Employer proposes to proceed against an employee, then -

- (i) irrespective of whether an employee has been suspended under Clause 18, 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 (03) clear working days in which to give the answer or explanation to the charge or charges preferred;
- (ii) within three (03) 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;
- (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 wages 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 ten (10) 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 finding on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if an 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.
- (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 18(i)(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 has 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.
- (vii) if any case where an employee is suspended as provided for herein an 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) working days from the date of the employee's suspension, the employee shall be entitled to 1/2 his normal remuneration for the 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;
- (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 ninety (90) days be extended for such further time as may be agreed;
- (ix) the Employer shall not be required to hold an inquiry as referred to in Sub-clauses (iv) and (v) hereof where the Employer proposes to warn the employee or where the employee admits to the 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 receipt of the employee's explanation shall not be material or relevant.

20. **Disputes Procedure.**- (i) In the first instance the Union 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.
- (ii) 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.
- (iii) Subject to the provisions of Clause 22 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.
- (iv) Any party to this Agreement shall not instigate support or engage in any unfair labour practice during the pendency of this Agreement.

21. **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 Union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of that Union and/or its members or is grossly unfair or seriously detrimental to the interests of the Union and/or its members. Provided however that at least seven (07) days notice in writing shall be given by the Union to the Employer concerned, the Federation and the Commissioner of Labour before the date of action consequent to an 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 or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of that Union and/or its members.

22. **Variations of Terms and Conditions of Employment 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, 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.

- (ii) The employer agrees with the Union and its members and the employees covered and bound by this Agreement that it 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.

23. **Domestic Inquiries.**- If an employee who is furnished with a show cause notice in terms of Clause 19 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice :

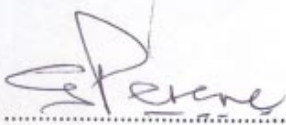
- (a) The Employer will, subject as hereinafter provided, allow a member of such Union (hereinafter referred to as "Observer") to be present as an Observer without loss of wages for absence from work;
- (b) If the employee who is served with a show cause notice desires an Observer to be present at the 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 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, not the proceedings thereat, not the findings pursuant thereto.

SCHEDULE I

Categories of employees covered and bound by this Collective Agreement:

- (a) All employees covered under the Wages Board for the Bakery Trade on monthly contracts of employment;
- (b) All employees covered under the Wages Board for the Motor Transport Trade on monthly contracts of employment;
- (c) Minor Staf on monthly contracts of employment.

IN WITNESS WHEREOF PARTIES HEREUNTO SET THEIR HANDS ON THIS 12TH DAY OF MARCH 2007 AT COLOMBO.



For & on behalf of
PERERA & SONS (BAKERS) LTD

Name : G. H. Perera

Designation : C.E.O.



For & on behalf of
PERERA & SONS (BAKERS) LTD

Name : P. Jeyarajalingam

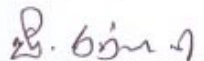
Designation : Director / S.M.



For & on behalf of
**THE FOOD, BEVERAGES &
TOBACCO INDUSTRIES
EMPLOYEES UNION**

Name : D. Malaisirani

Designation : Secretary



For & on behalf of
**THE FOOD, BEVERAGES &
TOBACCO INDUSTRIES
EMPLOYEES UNION**

Name : D. Gnanasekara

Designation : General Secy

Witnesses to the above signatures:

1. 

Name: E. G. G. Perera

Designation: Secretary

2. 

Name: RANSIRINI PANDITHARATNE

Designation: SENIOR INDUSTRIAL
RELATIONS ADVISOR

My No. : CI / 113(A).

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Cold Stores Limited, No. 01, Justice Akbar Mawatha, Colombo 02, of the one Part and Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10 of the other Part on 26th March, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
02nd July, 2007.

Collective Agreement No. 12 of 2007

COLLECTIVE AGREEMENT

BETWEEN

CEYLON COLD STORES LIMITED

AND

SRI LANKA NIDAHAS SEVAKA SANGAMAYA

(CLERICAL, SUPERVISORY & ALLIED CATEGORY)

This Collective Agreement made this Twenty Sixth day of March Two Thousand and Seven pursuant to the Industrial Disputes Act between Ceylon Cold Stores Limited, a Public Limited Liability Company duly registered in Sri Lanka, and having its registered office at No. 1, Justice Akbar Mawatha, Colombo 2 (hereinafter referred to as “the Employer”) of the one Part and the, Sri Lanka Nidahas Sevaka Sangamaya, a Trade Union duly registered under the Trade Unions Ordinance in Sri Lanka having its registered office at No. 301, T. B. Jaya 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 Memorandum of Understanding entered into between the Union and the Company on 17th May, 2006 relating to the Soft Drinks Factory, Ranala will continue to be applicable to the Clerical, Supervisory or Allied category employees of the 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 Six and shall continue in force unless determined by either party with six months 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 February, 2009 and such notice shall not expire before 31st July, 2009.
- (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 into 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 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 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.

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 understandings (reference CI / 113/ 2004) reached between the Employer and the Union on 19.02.2004 before the Commissioner of Labour (Industrial Relations) and the Memorandum of understanding reached between the Employer and the Union on 17 May, 2006 at the Employer's Federation of Ceylon.

8. **Deduction 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 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 an 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 Part 1 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 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 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 on 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 the 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 to eight (08) hours 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 an 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 & Office Employee's (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 & 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 day 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 setout 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 setout 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 Employer 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 a 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 be entitled to and allowed a holiday in lieu.

13. **Supervisory Staff.**- The provisions of Clauses 10 and 12 of Part 1 hereof regarding weekly holidays and statutory and customary holidays shall not apply to Storekeepers, Assistant Storekeepers, Overseer, Foreman 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 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 1.00 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.

(ii) 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.

- (iii) In respect of 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.
- (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 1.00 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 the respect of the excess hours.
- (ii) 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.
- (iii) In respect of 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 in respect 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 in to 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 (2) month's 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 reasons 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 (2) 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 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.

16. **Promotions.**– (i) The following shall be the principles which will guide 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 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 state 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 disorganization such as may arise in consequence of a transfer from one station to another such transfer shall be effected by mutual consent between the Employer and such employee even if –

- (a) Such transfer will not involve a change in the number of hours or 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 on 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 on 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 instructions and in that event the Employer shall have no right to 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 suspension or such disciplinary action as may be taken against the Employee as provided in this Agreement.
19. **Salaries.** -
- (i) With effect from the First day of August Two Thousand and Six employees covered and bound by this Agreement shall be paid salaries in accordance with the salary scales set out in Schedule I hereof. The annual increments payable to employees shall also 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 01/08/2006 on the salary scale set - out at Schedule I hereof, the following method of conversion shall apply
 - (a) The salary paid to an employee as at 31st July, 2006 will be increased by a sum equal to 13% (Thirteen per-cent) of same.
 - (b) The Employee shall thereafter be placed on the corresponding point on the grade applicable to him in the salary scale set out in Schedule I hereof. In the event of there being no corresponding point, he shall be placed on the next higher point in monetary value on the grade applicable to him.

- (iii) (a) At the expiry of the twelve month period commencing 1 st April, 2006, the scales of consolidated wages set out in the 1st Schedule hereto shall be revised by the addition to and consolidation with the salary at each stage of each grade an amount in rupees equal to the number of complete points by which the colombo consumer's price index has increased during such twelve month period, multiplied by two and the salary payable to each employee shall accordingly be increased by a like amount with effect from the 1st day of April, 2007.
- (b) During the pendency of this Agreement at the expiry of each twelve month period commencing from the 1st day of April, 2007 the scales of consolidated wages revised in the manner prescribed at (a) above shall be revised in like manner as from the 1 st day of April 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 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 and the salary of each Employee as from 1 st April of the succeeding year shall be increased by like amount.
- (iv) The salary paid to an employee as at 31 st March, 2007 will be increased by an amount equal to 10% (Ten per-cent) of same and the Employee thereafter shall be placed on the corresponding point in the grade applicable to him in the revised salary scale as at April 2007. In the event of there being no corresponding point the employee shall be placed on the next higher point in monetary value on such grade.
- (v) The salary paid to an Employee as at 31 st March, 2008 will be increased by an amount equal to 9% (Nine Per-cent) of same and the Employee thereafter shall be placed on the corresponding point in the grade applicable to him in the salary scale as at April 2008. In the event of there being no corresponding point the employee shall be placed on the next higher point in monetary value on such grade.
- (vi) Upon completion of each 5 year period of employment up to the 25 th 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/- $\times 4 =$ Rs. 120/-, if the salary scale provides for increments of Rs. 25/- such employee shall receive an increase of Rs. 25/- $\times 4 =$ Rs. 100/-. The employee shall thereafter be placed on the corresponding point in the salary scale and grade applicable to him.
- (vii) Upon the 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. **Non-Recurring Cost of Living Gratuity.** - (i) An Employee shall subject to the provisions of the succeeding Sub-clauses be entitled to receive and the Employer shall be liable to pay a Non-Recurring Cost of Living Gratuity in April each year in respect of the preceding 12 months (1st April to 31st March hereinafter referred to as the "qualifying period") commencing from the First Day of April Two Thousand Six in accordance with the under-noted formula.

FORMULA :- If the average of the Colombo Consumer's Price Index figure for the qualifying period exceeds 3,923.0 (known as the base index figure) a sum computed at Rupees two (Rs. 2/ =)

for each complete point (*i.e.* 1.0) by which such average exceeds 3,923.0 in respect of each month of service during the qualifying period.

- (ii) The Non-recurring Cost of Living Gratuity shall be payable by an 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 March of any year or he joined the Employer's service during the course of the qualifying year.
- (iii) 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.
- (iv) No Provided Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the Non-recurring Cost of Living Gratuity.

- (v) When at the expiry of each 12 month period commencing 01.04.2006, the scales of consolidated wages have been revised in the manner set out in Clause 19 (iii) 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 12 month period as specified I Clause 19 (iii) hereof,

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 31 st 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, 2006 to 31st March, 2007, the payment of bonus will be made in the month of December 2006 and April 2007.
- (ii) This payment will be extended on a pro-rate basis to any Employee who has retired on reaching the age of retirement during the period for which the bonus is declared.
- (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 prorated bonus payment notwithstanding such Employee having served less than 12 months.
- (iv) In respect of the financial years April 2007 to March 2008 and April 2008 to March 2009, the Employer will, taking into account the performance of the Company in such financial years, consider the grant of a payment equal to half months salary per employee, after the end of such financial years.
- (v) In the event of the Employer not granting a payment in terms of Clause 21 (iv) above, the union reserves to itself the right to raise a dispute. Such dispute shall be dealt with under the disputes settlement procedure set out at Clause 30 hereof.

22. **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 hours - 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 - a day's wage ascertained as above divided by two (2); morning or afternoon)
- (d) for one week - a day's wage ascertained as above multiplied by seven (7).

23. **Provident fund.** - The Employer shall contribute to the Provident Fund 12% (twelve percent) of the employees' 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.

24. **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 or deferred, 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.

25. **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.

26. **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, of 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 (7) 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 (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 there after hold an inquiry into the charge or charges in the terms of Clause 27 hereof.

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

- (i) Irrespective of whether an Employee has been suspended under Clause 26 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 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 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.
- (iii) If the Employer is satisfied with the written answer or explanation of the employee, the employee, 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 not 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 26 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 finding 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 has been previously referred to the Police or any 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.
- (vii) If in 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 and order under 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.

28. **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.

29. **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 30 (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 30 of Part I hereof.

30. **Disputes 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.

- (1) (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 taken 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 or arbitrators under section 3 (i) (d) of the Industrial Disputes Act for settlement by arbitration. Provided however, that should the parties fail to agree 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 matter 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 from the date of the Union notifying the Federation, the dispute shall, as soon as possible, be referred to the Commissioner-General of Labour for settlement by arbitration 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 within twenty one (21) days of the date of receipt of reference, the Special Arbitrator shall be competent but not bound, either of his own motion or at the instance of the Union, to make an interim Award after duly considering all the relevant facts and circumstances for his 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 exceeding 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 the 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 activities of the Union.
- (b) A dispute not connected with the interpretation or implementation of this Agreement, arising from an act of an Employer which in the opinion of the Executive Committee 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 detrimental 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 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.
- (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.

- (iv) (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 arbitration 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 of this Agreement if involving matters of principle or matters of general importance shall normally, if possible, be referred to a Panel of not less than 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 arbitration 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 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 Federation 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 Federation within three (03) 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 (03) from the date of termination of services;
- (iii) the date of termination for the purposes of this Sub - Clause shall be 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 27 (6) (b) hereof.

31. **Variations of Terms and Conditions of Employment Benefits.**—(i) The Union and its members, and 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 the employment presently applicable to any of the employees covered by 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.

- (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 and of the employees covered and bound by this Agreement, other than by mutual agreement.
- (iii) Any dispute or difference arising from negotiation 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 26 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 proceeding thereat, nor the finding pursuant thereto.

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

- (a) In respect of each meeting which 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 or in connection with the meeting of the Branch Union to the Employer's property or any other person at the Employer's permises, 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 (02) 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.
 - (iv) 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 its 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 discussions and conferences held under the aegis of the Employer's Federation of Ceylon or the Department of Labour, in connection with a dispute between the Union and the Employees and the Employer ;

OR

- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals or Department of Labour without loss of wages for such absence.
- (ii) (a) 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 per-cent (40%) of the employees covered and bound by this Agreement.

- (ii) 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.
- (iii) 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 "Authorisation".
- (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 Schedule hereto.
- (v) As far as practicable, deductions under an Authorisation shall commence from the wages due immediately after the date of receipt of such authorisation and shall continue thereafter until the authorisation is cancelled by a revocation.
- (vi) As far as practicable, deductions under an authorisation shall cease from the date of receipt of a revocation cancelling such authorisation, provided, however -
- (a) That an Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for the 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 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 to the Union dues deducted from the wages of employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorisation, 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 envelope, addressed to the Treasurer of the Union at its address for the time being.
- (ix) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (x) The Employer shall not be liable to pay the to 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 represents not less than 40% of the employees concerned, 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

CLERICAL STAFF SALARY STRUCTURE

CLERICAL & SUPERVISORY STAFF

FROM 1ST APRIL 2006 TO 31ST MARCH 2007

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE	
1	11354.50	+60.50			
2	11415.00				
3	11475.50				
4	11536.00				
5	11596.50				
6	11657.00				
7	11717.50				
8	11778.00	11792.00	+69.00		
9	11838.50	11861.00			
10	11899.00	11930.00			
11	11959.50	11999.00			
12	12020.00	12068.00	12085.50	+80.50	
13	12080.50	12137.00	12166.00		
14	12141.00	12206.00	12246.50		
15	12201.50	12275.00	12327.00		
16	12262.00	12344.00	12407.50	12435.50	+101.00
17	12322.50	12413.00	12488.00	12536.50	
18	12383.00	12482.00	12568.50	12637.50	
19	12443.50	12551.00	12649.00	12738.50	
20	12504.00	12620.00	12729.50	12839.50	
21	12564.50	12689.00	12810.00	12940.50	
22	12625.00	12758.00	12890.50	13041.50	
23	12685.50	12827.00	12971.00	13142.50	
24	12746.00	12896.00	13051.50	13243.50	
25	12806.50	12965.00	13132.00	13344.50	
26	12867.00	13034.00	13212.50	13445.50	
27	12927.50	13103.00	13293.00	13546.50	
28	12988.00	13172.00	13373.50	13647.50	
29	13048.50	13241.00	13454.00	13748.50	
30	13109.00	13310.00	13534.50	13849.50	
31	13169.50	13379.00	13615.00	13950.50	
32	13230.00	13448.00	13695.50	14051.50	
33	13290.50	13517.00	13776.00	14152.50	
34	13351.00	13586.00	13856.50	14253.50	
35	13411.50	13655.00	13937.00	14354.50	
36	13472.00	13724.00	14017.50	14455.50	
37	13532.50	13793.00	14098.00	14556.50	

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
38	13593.00	13862.00	14178.50	14657.50
39	13653.50	13931.00	14259.00	14758.50
40	13714.00	14000.00	14339.50	14859.50
41	13774.50	14069.00	14420.00	14960.50
42	13835.00	14138.00	14500.50	15061.50
43	13895.50	14207.00	14581.00	15162.50
44	13956.00	14276.00	14661.50	15263.50
45	14016.50	14345.00	14742.00	15364.50
46	14077.00	14414.00	14822.50	15465.50
47	14137.50	14483.00	14903.00	15566.50
48	14198.00	14552.00	14983.50	15667.50
49	14258.50	14621.00	15064.00	15768.50
50	14319.00	14690.00	15144.50	15869.50
51	14379.50	14759.00	15225.00	15970.50
52	14440.00	14828.00	15305.50	16071.50
53	14500.50	14897.00	15386.00	16172.50
54	14561.00	14966.00	15466.50	16273.50
55	14621.50	15035.00	15547.00	16374.50
56	14682.00	15104.00	15627.50	16475.50
57	14742.50	15173.00	15708.00	16576.50
58	14803.00	15242.00	15788.50	16677.50
59	14863.50	15311.00	15869.00	16778.50
60	14924.00	15380.00	15949.50	16879.50
61	14984.50	15449.00	16030.00	16980.50
62	15045.00	15518.00	16110.50	17081.50
63	15105.50	15587.00	16191.00	17182.50
64	15166.00	15656.00	16271.50	17283.50
65	15226.50	15725.00	16352.00	17384.50
66	15287.00	15794.00	16432.50	17485.50
67	15347.50	15863.00	16513.00	17586.50
68	15408.00	15932.00	16593.50	17687.50
69	15468.50	16001.00	16674.00	17788.50
70	15529.00	16070.00	16754.50	17889.50
71	15589.50	16139.00	16835.00	17990.50
72	15650.00	16208.00	16915.50	18091.50
73	15710.50	16277.00	16996.00	18192.50
74	15771.00	16346.00	17076.50	18293.50
75	15831.50	16415.00	17157.00	18394.50
76	15892.00	16484.00	17237.50	18495.50
77	15952.50	16553.00	17318.00	18596.50
78	16013.00	16622.00	17398.50	18697.50
79	16073.50	16691.00	17479.00	18798.50
80	16134.00	16760.00	17559.50	18899.50
81	16194.50	16829.00	17640.00	19000.50
82	16255.00	16898.00	17720.50	19101.50
83	16315.50	16967.00	17801.00	19202.50
84	16376.00	17036.00	17881.50	19303.50
85	16436.50	17105.00	17962.00	19404.50
86	16497.00	17174.00	18042.50	19505.50
87	16557.50	17243.00	18123.00	19606.50

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
88	16618.00	17312.00	18203.50	19707.50
89	16678.50	17381.00	18284.00	19808.50
90	16739.00	17450.00	18364.50	19909.50
91	16799.50	17519.00	18445.00	20010.50
92	16860.00	17588.00	18525.50	20111.50
93	16920.50	17657.00	18606.00	20212.50
94	16981.00	17726.00	18686.50	20313.50
95	17041.50	17795.00	18767.00	20414.50
96	17102.00	17864.00	18847.50	20515.50
97	17162.50	17933.00	18928.00	20616.50
98	17223.00	18002.00	19008.50	20717.50
99	17283.50	18071.00	19089.00	20818.50
100	17344.00	18140.00	19169.50	20919.50
101	17404.50	18209.00	19250.00	21020.50
102	17465.00	18278.00	19330.50	21121.50
103	17525.50	18347.00	19411.00	21222.50
104	17586.00	18416.00	19491.50	21323.50
105	17646.50	18485.00	19572.00	21424.50
106	17707.00	18554.00	19652.50	21525.50
107	17767.50	18623.00	19733.00	21626.50
108	17828.00	18692.00	19813.50	21727.50
109	17888.50	18761.00	19894.00	21828.50
110	17949.00	18830.00	19974.50	21929.50
111	18009.50	18899.00	20055.00	22030.50
112	18070.00	18968.00	20135.50	22131.50
113	18130.50	19037.00	20216.00	22232.50
114	18191.00	19106.00	20296.50	22333.50
115	18251.50	19175.00	20377.00	22434.50
116	18312.00	19244.00	20457.50	22535.50
117	18372.50	19313.00	20538.00	22636.50
118	18433.00	19382.00	20618.50	22737.50
119	18493.50	19451.00	20699.00	22838.50
120	18554.00	19520.00	20779.50	22939.50
121	18614.50	19589.00	20860.00	23040.50
122	18675.00	19658.00	20940.50	23141.50
123	18735.50	19727.00	21021.00	23242.50
124	18796.00	19796.00	21101.50	23343.50
125	18856.50	19865.00	21182.00	23444.50
126	18917.00	19934.00	21262.50	23545.50
127	18977.50	20003.00	21343.00	23646.50
128	19038.00	20072.00	21423.50	23747.50
129	19098.50	20141.00	21504.00	23848.50
130	19159.00	20210.00	21584.50	23949.50
131	19219.50	20279.00	21665.00	24050.50
132	19280.00	20348.00	21745.50	24151.50
133	19340.50	20417.00	21826.00	24252.50
134	19401.00	20486.00	21906.50	24353.50
135	19461.50	20555.00	21987.00	24454.50
136	19522.00	20624.00	22067.50	24555.50
137	19582.50	20693.00	22148.00	24656.50

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
138	19643.00	20762.00	22228.50	24757.50
139	19703.50	20831.00	22309.00	24858.50
140	19764.00	20900.00	22389.50	24959.50
141	19824.50	20969.00	22470.00	25060.50
142	19885.00	21038.00	22550.50	25161.50
143	19945.50	21107.00	22631.00	25262.50
144	20006.00	21176.00	22711.50	25363.50
145	20066.50	21245.00	22792.00	25464.50
146	20127.00	21314.00	22872.50	25565.50
147	20187.50	21383.00	22953.00	25666.50
148	20248.00	21452.00	23033.50	25767.50
149	20308.50	21521.00	23114.00	25868.50
150	20369.00	21590.00	23194.50	25969.50
151	20429.50	21659.00	23275.00	26070.50
152	20490.00	21728.00	23355.50	26171.50
153	20550.50	21797.00	23436.00	26272.50
154	20611.00	21866.00	23516.50	26373.50
155	20671.50	21935.00	23597.00	26474.50
156	20732.00	22004.00	23677.50	26575.50
157	20792.50	22073.00	23758.00	26676.50
158	20853.00	22142.00	23838.50	26777.50
159	20913.50	22211.00	23919.00	26878.50
160	20974.00	22280.00	23999.50	26979.50
161	21034.50	22349.00	24080.00	27080.50
162	21095.00	22418.00	24160.50	27181.50
163	21155.50	22487.00	24241.00	27282.50
164	21216.00	22556.00	24321.50	27383.50
165	21276.50	22625.00	24402.00	27484.50
166	21337.00	22694.00	24482.50	27585.50
167	21397.50	22763.00	24563.00	27686.50
168	21458.00	22832.00	24643.50	27787.50
169	21518.50	22901.00	24724.00	27888.50
170	21579.00	22970.00	24804.50	27989.50
171	21639.50	23039.00	24885.00	28090.50
172	21700.00	23108.00	24965.50	28191.50
173	21760.50	23177.00	25046.00	28292.50
174	21821.00	23246.00	25126.50	28393.50
175	21881.50	23315.00	25207.00	28494.50
176	21942.00	23384.00	25287.50	28595.50
177	22002.50	23453.00	25368.00	28696.50
178	22063.00	23522.00	25448.50	28797.50
179	22123.50	23591.00	25529.00	28898.50
180	22184.00	23660.00	25609.50	28999.50
181	22244.50	23729.00	25690.00	29100.50
182	22305.00	23798.00	25770.50	29201.50
183	22365.50	23867.00	25851.00	29302.50
184	22426.00	23936.00	25931.50	29403.50
185	22486.50	24005.00	26012.00	29504.50
186	22547.00	24074.00	26092.50	29605.50
187	22607.50	24143.00	26173.00	29706.50

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
188	22668.00	24212.00	26253.50	29807.50
189	22728.50	24281.00	26334.00	29908.50
190	22789.00	24350.00	26414.50	30009.50
191	22849.50	24419.00	26495.00	30110.50
192	22910.00	24488.00	26575.50	30211.50
193	22970.50	24557.00	26656.00	30312.50
194	23031.00	24626.00	26736.50	30413.50
195	23091.50	24695.00	26817.00	30514.50
196	23152.00	24764.00	26897.50	30615.50
197	23212.50	24833.00	26978.00	30716.50
198	23273.00	24902.00	27058.50	30817.50
199	23333.50	24971.00	27139.00	30918.50
200	23394.00	25040.00	27219.50	31019.50
201	23454.50	25109.00	27300.00	31120.50
202	23515.00	25178.00	27380.50	31221.50
203	23575.50	25247.00	27461.00	31322.50
204	23636.00	25316.00	27541.50	31423.50
205	23696.50	25385.00	27622.00	31524.50
206	23757.00	25454.00	27702.50	31625.50
207	23817.50	25523.00	27783.00	31726.50
208	23878.00	25592.00	27863.50	31827.50
209	23938.50	25661.00	27944.00	31928.50
210	23999.00	25730.00	28024.50	32029.50
211	24059.50	25799.00	28105.00	32130.50
212	24120.00	25868.00	28185.50	32231.50
213	24180.50	25937.00	28266.00	32332.50
214	24241.00	26006.00	28346.50	32433.50
215	24301.50	26075.00	28427.00	32534.50
216	24362.00	26144.00	28507.50	32635.50
217	24422.50	26213.00	28588.00	32736.50
218	24483.00	26282.00	28668.50	32837.50
219	24543.50	26351.00	28749.00	32938.50
220	24604.00	26420.00	28829.50	33039.50
221	24664.50	26489.00	28910.00	33140.50
222	24725.00	26558.00	28990.50	33241.50
223	24785.50	26627.00	29071.00	33342.50
224	24846.00	26696.00	29151.50	33443.50
225	24906.50	26765.00	29232.00	33544.50
226	24967.00	26834.00	29312.50	33645.50
227	25027.50	26903.00	29393.00	33746.50
228	25088.00	26972.00	29473.50	33847.50
229	25148.50	27041.00	29554.00	33948.50
230	25209.00	27110.00	29634.50	34049.50
231	25269.50	27179.00	29715.00	34150.50
232	25330.00	27248.00	29795.50	34251.50
233	25390.50	27317.00	29876.00	34352.50
234	25451.00	27386.00	29956.50	34453.50
235	25511.50	27455.00	30037.00	34554.50
236	25572.00	27524.00	30117.50	34655.50
237	25632.50	27593.00	30198.00	34756.50

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
238	25693.00	27662.00	30278.50	34857.50
239	25753.50	27731.00	30359.00	34958.50
240	25814.00	27800.00	30439.50	35059.50
241	25874.50	27869.00	30520.00	35160.50
242	25935.00	27938.00	30600.50	35261.50
243	25995.50	28007.00	30681.00	35362.50
244	26056.00	28076.00	30761.50	35463.50
245	26116.50	28145.00	30842.00	35564.50
246	26177.00	28214.00	30922.50	35665.50
247	26237.50	28283.00	31003.00	35766.50
248	26298.00	28352.00	31083.50	35867.50
249	26358.50	28421.00	31164.00	35968.50
250	26419.00	28490.00	31244.50	36069.50
251	26479.50	28559.00	31325.00	36170.50
252	26540.00	28628.00	31405.50	36271.50
253	26600.50	28697.00	31486.00	36372.50
254	26661.00	28766.00	31566.50	36473.50
255	26721.50	28835.00	31647.00	36574.50
256	26782.00	28904.00	31727.50	36675.50
257	26842.50	28973.00	31808.00	36776.50
258	26903.00	29042.00	31888.50	36877.50
259	26963.50	29111.00	31969.00	36978.50
260	27024.00	29180.00	32049.50	37079.50
261	27084.50	29249.00	32130.00	37180.50
262	27145.00	29318.00	32210.50	37281.50
263	27205.50	29387.00	32291.00	37382.50
264	27266.00	29456.00	32371.50	37483.50
265	27326.50	29525.00	32452.00	37584.50
266	27387.00	29594.00	32532.50	37685.50
267	27447.50	29663.00	32613.00	37786.50
268	27508.00	29732.00	32693.50	37887.50
269	27568.50	29801.00	32774.00	37988.50
270	27629.00	29870.00	32854.50	38089.50
271	27689.50	29939.00	32935.00	38190.50
272	27750.00	30008.00	33015.50	38291.50
273	27810.50	30077.00	33096.00	38392.50
274	27871.00	30146.00	33176.50	38493.50
275	27931.50	30215.00	33257.00	38594.50
276	27992.00	30284.00	33337.50	38695.50
277	28052.50	30353.00	33418.00	38796.50
278	28113.00	30422.00	33498.50	38897.50
279	28173.50	30491.00	33579.00	38998.50
280	28234.00	30560.00	33659.50	39099.50
281	28294.50	30629.00	33740.00	39200.50
282	28355.00	30698.00	33820.50	39301.50
283	28415.50	30767.00	33901.00	39402.50
284	28476.00	30836.00	33981.50	39503.50
285	28536.50	30905.00	34062.00	39604.50
286	28597.00	30974.00	34142.50	39705.50
287	28657.50	31043.00	34223.00	39806.50

STAGE	GRADE I	GRADE II	HIGHER GRADE	SPECIAL GRADE
288	28718.00	31112.00	34303.50	39907.50
289	28778.50	31181.00	34384.00	40008.50
290	28839.00	31250.00	34464.50	40109.50
291	28899.50	31319.00	34545.00	40210.50
292	28960.00	31388.00	34625.50	40311.50
293	29020.50	31457.00	34706.00	40412.50
294	29081.00	31526.00	34786.50	40513.50
295	29141.50	31595.00	34867.00	40614.50
296	29202.00	31664.00	34947.50	40715.50
297	29262.50	31733.00	35028.00	40816.50
298	29323.00	31802.00	35108.50	40917.50
299	29383.50	31871.00	35189.00	41018.50
300	29444.00	31940.00	35269.50	41119.50

CLERICAL STAFF SALARY STRUCTURE

TECNICAL STAFF

FROM 1ST APRIL 2006 TO 31ST MARCH 2007

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
1	11431.50 +60.50			
2	11492.00			
3	11552.50			
4	11613.00			
5	11673.50			
6	11734.00			
7	11794.50			
8	11855.00	11803.00 +69.00		
9	11915.50	11872.00		
10	11976.00	11941.00		
11	12036.50	12010.00		
12	12097.00	12079.00	12096.00 +80.50	
13	12157.50	12148.00	12176.50	
14	12218.00	12217.00	12257.00	
15	12278.50	12286.00	12337.50	
16	12339.00	12355.00	12418.00	12429.50 +101.00
17	12399.50	12424.00	12498.50	12530.50
18	12460.00	12493.00	12579.00	12631.50
19	12520.50	12562.00	12659.50	12732.50
20	12581.00	12631.00	12740.00	12833.50
21	12641.50	12700.00	12820.50	12934.50
22	12702.00	12769.00	12901.00	13035.50
23	12762.50	12838.00	12981.50	13136.50
24	12823.00	12907.00	13062.00	13237.50
25	12883.50	12976.00	13142.50	13338.50
26	12944.00	13045.00	13223.00	13439.50
27	13004.50	13114.00	13303.50	13540.50
28	13065.00	13183.00	13384.00	13641.50
29	13125.50	13252.00	13464.50	13742.50
30	13186.00	13321.00	13545.00	13843.50
31	13246.50	13390.00	13625.50	13944.50
32	13307.00	13459.00	13706.00	14045.50
33	13367.50	13528.00	13786.50	14146.50
34	13428.00	13597.00	13867.00	14247.50
35	13488.50	13666.00	13947.50	14348.50
36	13549.00	13735.00	14028.00	14449.50
37	13609.50	13804.00	14108.50	14550.50
38	13670.00	13873.00	14189.00	14651.50
39	13730.50	13942.00	14269.50	14752.50
40	13791.00	14011.00	14350.00	14853.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
41	13851.50	14080.00	14430.50	14954.50
42	13912.00	14149.00	14511.00	15055.50
43	13972.50	14218.00	14591.50	15156.50
44	14033.00	14287.00	14672.00	15257.50
45	14093.50	14356.00	14752.50	15358.50
46	14154.00	14425.00	14833.00	15459.50
47	14214.50	14494.00	14913.50	15560.50
48	14275.00	14563.00	14994.00	15661.50
49	14335.50	14632.00	15074.50	15762.50
50	14396.00	14701.00	15155.00	15863.50
51	14456.50	14770.00	15235.50	15964.50
52	14517.00	14839.00	15316.00	16065.50
53	14577.50	14908.00	15396.50	16166.50
54	14638.00	14977.00	15477.00	16267.50
55	14698.50	15046.00	15557.50	16368.50
56	14759.00	15115.00	15638.00	16469.50
57	14819.50	15184.00	15718.50	16570.50
58	14880.00	15253.00	15799.00	16671.50
59	14940.50	15322.00	15879.50	16772.50
60	15001.00	15391.00	15960.00	16873.50
61	15061.50	15460.00	16040.50	16974.50
62	15122.00	15529.00	16121.00	17075.50
63	15182.50	15598.00	16201.50	17176.50
64	15243.00	15667.00	16282.00	17277.50
65	15303.50	15736.00	16362.50	17378.50
66	15364.00	15805.00	16443.00	17479.50
67	15424.50	15874.00	16523.50	17580.50
68	15485.00	15943.00	16604.00	17681.50
69	15545.50	16012.00	16684.50	17782.50
70	15606.00	16081.00	16765.00	17883.50
71	15666.50	16150.00	16845.50	17984.50
72	15727.00	16219.00	16926.00	18085.50
73	15787.50	16288.00	17006.50	18186.50
74	15848.00	16357.00	17087.00	18287.50
75	15908.50	16426.00	17167.50	18388.50
76	15969.00	16495.00	17248.00	18489.50
77	16029.50	16564.00	17328.50	18590.50
78	16090.00	16633.00	17409.00	18691.50
79	16150.50	16702.00	17489.50	18792.50
80	16211.00	16771.00	17570.00	18893.50
81	16271.50	16840.00	17650.50	18994.50
82	16332.00	16909.00	17731.00	19095.50
83	16392.50	16978.00	17811.50	19196.50
84	16453.00	17047.00	17892.00	19297.50
85	16513.50	17116.00	17972.50	19398.50
86	16574.00	17185.00	18053.00	19499.50
87	16634.50	17254.00	18133.50	19600.50
88	16695.00	17323.00	18214.00	19701.50
89	16755.50	17392.00	18294.50	19802.50
90	16816.00	17461.00	18375.00	19903.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
91	16876.50	17530.00	18455.50	20004.50
92	16937.00	17599.00	18536.00	20105.50
93	16997.50	17668.00	18616.50	20206.50
94	17058.00	17737.00	18697.00	20307.50
95	17118.50	17806.00	18777.50	20408.50
96	17179.00	17875.00	18858.00	20509.50
97	17239.50	17944.00	18938.50	20610.50
98	17300.00	18013.00	19019.00	20711.50
99	17360.50	18082.00	19099.50	20812.50
100	17421.00	18151.00	19180.00	20913.50
101	17481.50	18220.00	19260.50	21014.50
102	17542.00	18289.00	19341.00	21115.50
103	17602.50	18358.00	19421.50	21216.50
104	17663.00	18427.00	19502.00	21317.50
105	17723.50	18496.00	19582.50	21418.50
106	17784.00	18565.00	19663.00	21519.50
107	17844.50	18634.00	19743.50	21620.50
108	17905.00	18703.00	19824.00	21721.50
109	17965.50	18772.00	19904.50	21822.50
110	18026.00	18841.00	19985.00	21923.50
111	18086.50	18910.00	20065.50	22024.50
112	18147.00	18979.00	20146.00	22125.50
113	18207.50	19048.00	20226.50	22226.50
114	18268.00	19117.00	20307.00	22327.50
115	18328.50	19186.00	20387.50	22428.50
116	18389.00	19255.00	20468.00	22529.50
117	18449.50	19324.00	20548.50	22630.50
118	18510.00	19393.00	20629.00	22731.50
119	18570.50	19462.00	20709.50	22832.50
120	18631.00	19531.00	20790.00	22933.50
121	18691.50	19600.00	20870.50	23034.50
122	18752.00	19669.00	20951.00	23135.50
123	18812.50	19738.00	21031.50	23236.50
124	18873.00	19807.00	21112.00	23337.50
125	18933.50	19876.00	21192.50	23438.50
126	18994.00	19945.00	21273.00	23539.50
127	19054.50	20014.00	21353.50	23640.50
128	19115.00	20083.00	21434.00	23741.50
129	19175.50	20152.00	21514.50	23842.50
130	19236.00	20221.00	21595.00	23943.50
131	19296.50	20290.00	21675.50	24044.50
132	19357.00	20359.00	21756.00	24145.50
133	19417.50	20428.00	21836.50	24246.50
134	19478.00	20497.00	21917.00	24347.50
135	19538.50	20566.00	21997.50	24448.50
136	19599.00	20635.00	22078.00	24549.50
137	19659.50	20704.00	22158.50	24650.50
138	19720.00	20773.00	22239.00	24751.50
139	19780.50	20842.00	22319.50	24852.50
140	19841.00	20911.00	22400.00	24953.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
141	19901.50	20980.00	22480.50	25054.50
142	19962.00	21049.00	22561.00	25155.50
143	20022.50	21118.00	22641.50	25256.50
144	20083.00	21187.00	22722.00	25357.50
145	20143.50	21256.00	22802.50	25458.50
146	20204.00	21325.00	22883.00	25559.50
147	20264.50	21394.00	22963.50	25660.50
148	20325.00	21463.00	23044.00	25761.50
149	20385.50	21532.00	23124.50	25862.50
150	20446.00	21601.00	23205.00	25963.50
151	20506.50	21670.00	23285.50	26064.50
152	20567.00	21739.00	23366.00	26165.50
153	20627.50	21808.00	23446.50	26266.50
154	20688.00	21877.00	23527.00	26367.50
155	20748.50	21946.00	23607.50	26468.50
156	20809.00	22015.00	23688.00	26569.50
157	20869.50	22084.00	23768.50	26670.50
158	20930.00	22153.00	23849.00	26771.50
159	20990.50	22222.00	23929.50	26872.50
160	21051.00	22291.00	24010.00	26973.50
161	21111.50	22360.00	24090.50	27074.50
162	21172.00	22429.00	24171.00	27175.50
163	21232.50	22498.00	24251.50	27276.50
164	21293.00	22567.00	24332.00	27377.50
165	21353.50	22636.00	24412.50	27478.50
166	21414.00	22705.00	24493.00	27579.50
167	21474.50	22774.00	24573.50	27680.50
168	21535.00	22843.00	24654.00	27781.50
169	21595.50	22912.00	24734.50	27882.50
170	21656.00	22981.00	24815.00	27983.50
171	21716.50	23050.00	24895.50	28084.50
172	21777.00	23119.00	24976.00	28185.50
173	21837.50	23188.00	25056.50	28286.50
174	21898.00	23257.00	25137.00	28387.50
175	21958.50	23326.00	25217.50	28488.50
176	22019.00	23395.00	25298.00	28589.50
177	22079.50	23464.00	25378.50	28690.50
178	22140.00	23533.00	25459.00	28791.50
179	22200.50	23602.00	25539.50	28892.50
180	22261.00	23671.00	25620.00	28993.50
181	22321.50	23740.00	25700.50	29094.50
182	22382.00	23809.00	25781.00	29195.50
183	22442.50	23878.00	25861.50	29296.50
184	22503.00	23947.00	25942.00	29397.50
185	22563.50	24016.00	26022.50	29498.50
186	22624.00	24085.00	26103.00	29599.50
187	22684.50	24154.00	26183.50	29700.50
188	22745.00	24223.00	26264.00	29801.50
189	22805.50	24292.00	26344.50	29902.50
190	22866.00	24361.00	26425.00	30003.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
191	22926.50	24430.00	26505.50	30104.50
192	22987.00	24499.00	26586.00	30205.50
193	23047.50	24568.00	26666.50	30306.50
194	23108.00	24637.00	26747.00	30407.50
195	23168.50	24706.00	26827.50	30508.50
196	23229.00	24775.00	26908.00	30609.50
197	23289.50	24844.00	26988.50	30710.50
198	23350.00	24913.00	27069.00	30811.50
199	23410.50	24982.00	27149.50	30912.50
200	23471.00	25051.00	27230.00	31013.50
201	23531.50	25120.00	27310.50	31114.50
202	23592.00	25189.00	27391.00	31215.50
203	23652.50	25258.00	27471.50	31316.50
204	23713.00	25327.00	27552.00	31417.50
205	23773.50	25396.00	27632.50	31518.50
206	23834.00	25465.00	27713.00	31619.50
207	23894.50	25534.00	27793.50	31720.50
208	23955.00	25603.00	27874.00	31821.50
209	24015.50	25672.00	27954.50	31922.50
210	24076.00	25741.00	28035.00	32023.50
211	24136.50	25810.00	28115.50	32124.50
212	24197.00	25879.00	28196.00	32225.50
213	24257.50	25948.00	28276.50	32326.50
214	24318.00	26017.00	28357.00	32427.50
215	24378.50	26086.00	28437.50	32528.50
216	24439.00	26155.00	28518.00	32629.50
217	24499.50	26224.00	28598.50	32730.50
218	24560.00	26293.00	28679.00	32831.50
219	24620.50	26362.00	28759.50	32932.50
220	24681.00	26431.00	28840.00	33033.50
221	24741.50	26500.00	28920.50	33134.50
222	24802.00	26569.00	29001.00	33235.50
223	24862.50	26638.00	29081.50	33336.50
224	24923.00	26707.00	29162.00	33437.50
225	24983.50	26776.00	29242.50	33538.50
226	25044.00	26845.00	29323.00	33639.50
227	25104.50	26914.00	29403.50	33740.50
228	25165.00	26983.00	29484.00	33841.50
229	25225.50	27052.00	29564.50	33942.50
230	25286.00	27121.00	29645.00	34043.50
231	25346.50	27190.00	29725.50	34144.50
232	25407.00	27259.00	29806.00	34245.50
233	25467.50	27328.00	29886.50	34346.50
234	25528.00	27397.00	29967.00	34447.50
235	25588.50	27466.00	30047.50	34548.50
236	25649.00	27535.00	30128.00	34649.50
237	25709.50	27604.00	30208.50	34750.50
238	25770.00	27673.00	30289.00	34851.50
239	25830.50	27742.00	30369.50	34952.50
240	25891.00	27811.00	30450.00	35053.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
241	25951.50	27880.00	30530.50	35154.50
242	26012.00	27949.00	30611.00	35255.50
243	26072.50	28018.00	30691.50	35356.50
244	26133.00	28087.00	30772.00	35457.50
245	26193.50	28156.00	30852.50	35558.50
246	26254.00	28225.00	30933.00	35659.50
247	26314.50	28294.00	31013.50	35760.50
248	26375.00	28363.00	31094.00	35861.50
249	26435.50	28432.00	31174.50	35962.50
250	26496.00	28501.00	31255.00	36063.50
251	26556.50	28570.00	31335.50	36164.50
252	26617.00	28639.00	31416.00	36265.50
253	26677.50	28708.00	31496.50	36366.50
254	26738.00	28777.00	31577.00	36467.50
255	26798.50	28846.00	31657.50	36568.50
256	26859.00	28915.00	31738.00	36669.50
257	26919.50	28984.00	31818.50	36770.50
258	26980.00	29053.00	31899.00	36871.50
259	27040.50	29122.00	31979.50	36972.50
260	27101.00	29191.00	32060.00	37073.50
261	27161.50	29260.00	32140.50	37174.50
262	27222.00	29329.00	32221.00	37275.50
263	27282.50	29398.00	32301.50	37376.50
264	27343.00	29467.00	32382.00	37477.50
265	27403.50	29536.00	32462.50	37578.50
266	27464.00	29605.00	32543.00	37679.50
267	27524.50	29674.00	32623.50	37780.50
268	27585.00	29743.00	32704.00	37881.50
269	27645.50	29812.00	32784.50	37982.50
270	27706.00	29881.00	32865.00	38083.50
271	27766.50	29950.00	32945.50	38184.50
272	27827.00	30019.00	33026.00	38285.50
273	27887.50	30088.00	33106.50	38386.50
274	27948.00	30157.00	33187.00	38487.50
275	28008.50	30226.00	33267.50	38588.50
276	28069.00	30295.00	33348.00	38689.50
277	28129.50	30364.00	33428.50	38790.50
278	28190.00	30433.00	33509.00	38891.50
279	28250.50	30502.00	33589.50	38992.50
280	28311.00	30571.00	33670.00	39093.50
281	28371.50	30640.00	33750.50	39194.50
282	28432.00	30709.00	33831.00	39295.50
283	28492.50	30778.00	33911.50	39396.50
284	28553.00	30847.00	33992.00	39497.50
285	28613.50	30916.00	34072.50	39598.50
286	28674.00	30985.00	34153.00	39699.50
287	28734.50	31054.00	34233.50	39800.50
288	28795.00	31123.00	34314.00	39901.50
289	28855.50	31192.00	34394.50	40002.50
290	28916.00	31261.00	34475.00	40103.50

STAGE	GRADE IV	GRADE III	GRADE II	GRADE I
291	28976.50	31330.00	34555.50	40204.50
292	29037.00	31399.00	34636.00	40305.50
293	29097.50	31468.00	34716.50	40406.50
294	29158.00	31537.00	34797.00	40507.50
295	29218.50	31606.00	34877.50	40608.50
296	29279.00	31675.00	34958.00	40709.50
297	29339.50	31744.00	35038.50	40810.50
298	29400.00	31813.00	35119.00	40911.50
299	29460.50	31882.00	35199.50	41012.50
300	29521.00	31951.00	35280.00	41113.50

CLERICAL STAFF SALARY STRUCTURE

MINOR STAFF

FROM 1ST APRIL 2006 TO 31ST MARCH 2007

STAGE

1	11207.00	+52/-
2	11259.00	
3	11311.00	
4	11363.00	
5	11415.00	
6	11467.00	
7	11519.00	
8	11571.00	
9	11623.00	
10	11675.00	
11	11727.00	
12	11779.00	
13	11831.00	
14	11883.00	
15	11935.00	
16	11987.00	
17	12039.00	
18	12091.00	
19	12143.00	
20	12195.00	
21	12247.00	
22	12299.00	
23	12351.00	
24	12403.00	
25	12455.00	
26	12507.00	
27	12559.00	
28	12611.00	
29	12663.00	
30	12715.00	+60.50
31	12775.50	
32	12836.00	
33	12896.50	
34	12957.00	
35	13017.50	
36	13078.00	
37	13138.50	
38	13199.00	
39	13259.50	
40	13320.00	

41	13380.50
42	13441.00
43	13501.50
44	13562.00
45	13622.50
46	13683.00
47	13743.50
48	13804.00
49	13864.50
50	13925.00
51	13985.50
52	14046.00
53	14106.50
54	14167.00
55	14227.50
56	14288.00
57	14348.50
58	14409.00
59	14469.50
60	14530.00
61	14590.50
62	14651.00
63	14711.50
64	14772.00
65	14832.50
66	14893.00
67	14953.50
68	15014.00
69	15074.50
70	15135.00
71	15195.50
72	15256.00
73	15316.50
74	15377.00
75	15437.50
76	15498.00
77	15558.50
78	15619.00
79	15679.50
80	15740.00
81	15800.50
82	15861.00
83	15921.50
84	15982.00
85	16042.50
86	16103.00
87	16163.50
88	16224.00
89	16284.50
90	16345.00

STAGE

91	16405.50
92	16466.00
93	16526.50
94	16587.00
95	16647.50
96	16708.00
97	16768.50
98	16829.00
99	16889.50
100	16950.00
101	17010.50
102	17071.00
103	17131.50
104	17192.00
105	17252.50
106	17313.00
107	17373.50
108	17434.00
109	17494.50
110	17555.00
111	17615.50
112	17676.00
113	17736.50
114	17797.00
115	17857.50
116	17918.00
117	17978.50
118	18039.00
119	18099.50
120	18160.00
121	18220.50
122	18281.00
123	18341.50
124	18402.00
125	18462.50
126	18523.00
127	18583.50
128	18644.00
129	18704.50
130	18765.00
131	18825.50
132	18886.00
133	18946.50
134	19007.00
135	19067.50
136	19128.00
137	19188.50
138	19249.00
139	19309.50
140	19370.00

STAGE

141	19430.50
142	19491.00
143	19551.50
144	19612.00
145	19672.50
146	19733.00
147	19793.50
148	19854.00
149	19914.50
150	19975.00
151	20035.50
152	20096.00
153	20156.50
154	20217.00
155	20277.50
156	20338.00
157	20398.50
158	20459.00
159	20519.50
160	20580.00
161	20640.50
162	20701.00
163	20761.50
164	20822.00
165	20882.50
166	20943.00
167	21003.50
168	21064.00
169	21124.50
170	21185.00
171	21245.50
172	21306.00
173	21366.50
174	21427.00
175	21487.50
176	21548.00
177	21608.50
178	21669.00
179	21729.50
180	21790.00
181	21850.50
182	21911.00
183	21971.50
184	22032.00
185	22092.50
186	22153.00
187	22213.50
188	22274.00
189	22334.50
190	22395.00

STAGE

191	22455.50
192	22516.00
193	22576.50
194	22637.00
195	22697.50
196	22758.00
197	22818.50
198	22879.00
199	22939.50
200	23000.00
201	23060.50
202	23121.00
203	23181.50
204	23242.00
205	23302.50
206	23363.00
207	23423.50
208	23484.00
209	23544.50
210	23605.00
211	23665.50
212	23726.00
213	23786.50
214	23847.00
215	23907.50
216	23968.00
217	24028.50
218	24089.00
219	24149.50
220	24210.00
221	24270.50
222	24331.00
223	24391.50
224	24452.00
225	24512.50
226	24573.00
227	24633.50
228	24694.00
229	24754.50
230	24815.00
231	24875.50
232	24936.00
233	24996.50
234	25057.00
235	25117.50
236	25178.00
237	25238.50
238	25299.00
239	25359.50
240	25420.00

STAGE

241	25480.50
242	25541.00
243	25601.50
244	25662.00
245	25722.50
246	25783.00
247	25843.50
248	25904.00
249	25964.50
250	26025.00
251	26085.50
252	26146.00
253	26206.50
254	26267.00
255	26327.50
256	26388.00
257	26448.50
258	26509.00
259	26569.50
260	26630.00
261	26690.50
262	26751.00
263	26811.50
264	26872.00
265	26932.50
266	26993.00
267	27053.50
268	27114.00
269	27174.50
270	27235.00
271	27295.50
272	27356.00
273	27416.50
274	27477.00
275	27537.50
276	27598.00
277	27658.50
278	27719.00
279	27779.50
280	27840.00
281	27900.50
282	27961.00
283	28021.50
284	28082.00
285	28142.50
286	28203.00
287	28263.50
288	28324.00
289	28384.50
290	28445.00

STAGE

291	28505.50
292	28566.00
293	28626.50
294	28687.00
295	28747.50
296	28808.00
297	28868.50
298	28929.00
299	28989.50
300	29050.00

SCHEDULE II**BENIFITS/ CONCESSIONS TO EMPLOYEES**

1. Soft Drinks Issues.–
 - (A) 24 bottles free of charge per month per employee.
 - (B) Funeral of an employee -10 dozens free of charge.
 - (C) Weding of an employee - subject to one wedding during an employee's tenure of service - 6 dozens free of charge.
 - (D) Funeral of a dependent - 150 bottles at ex-factory price.
2. Ice Cream Issue.–
4 litres of Ice Cream to be issued at the ex-factory price less Rs. 15/- per month per employee.
3. Free Mid-Day Meal.
4. Medical benefit under a surgical and hospitalisation insurance cover, where an employee could claim up to Rupees Thirteen Thousand (Rs. 13,000/=) in any one claim with a maximum limit of Rupees Twenty Thousand (Rs.20,000/=) for a year.
5. Funeral Aid Scheme.–
 - (A) A grant of Rs. 15,000/- in the event of a death of an employee in service.
 - (B) 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.
6. Welfare Shop with essential items.
7. Service Awards.–
 - (A) On completion of 15 years of service Rs. 5,000/-
 - (B) On completion of 25 years of service - one gold sovereign and a wall Clock.
 - (C) On completion of 30 years of service - one gold sovereign.
8. Retirement grant to employees.–
 - A. 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.
 - B. For employees retiring with less than 15 years service a gift voucher to the value of Rs. 1,250/- to purchase Company products.
9. Monthly salaries/ wages to be paid on 25th of each month.
10. Opportunities being made available to suitably qualified employees in the Minor & Clerical grades to obtain appointments in Clerical and Executive Grades.
11. Festival Advance of Rs. 2,600/= to be paid for Sinhala/ Tamil New Year or Christmas.
12. An Advance of Rs. 1,000/= from the NRCLG 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 a.m. - Rs. 10.00
- Boiler/Engineer.–
4.00 p.m. to 12.00 mid night - Rs. 10.00
12.00 mid night to 8.00 a.m. - Rs. 10.00

15. Attendance/Punctuality Bonus.–

(A) A total bonus payable Rs.360/- per month subject to deductions for absence as given below.

DEDUCTIONS FOR LEAVE

<i>Authorised leave taken</i>	<i>Deductions (Rs.)</i>
1/ 2 day	Nil
1 day	Nil
1 and 1/ 2 day	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.

<i>Late in minutes</i>	<i>Deductions</i>
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.

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 the Employer)

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 CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKER UNION (CMU) with effect from the wages next due to me immediately following the date hereof.

Signature of Employee :

Date :

Full Name of Employee :

Received on

(To be filled by the Employer)

PART III

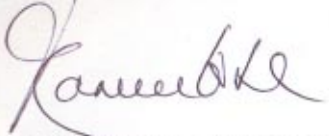
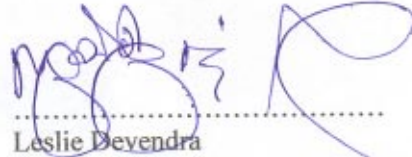
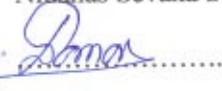
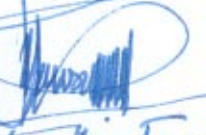



CONTAINING DEFINITIONS OF CERTAIN WORDS

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

<i>Words</i>	<i>Meaning</i>
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 Employer's 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 an increment.
Union or Unions	The Union covered and bound by this Collective Agreement.
Branch Unions	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/ Office Employees' Act.
Two such weekly holidays	Two full holidays or four 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 ON THIS TWENTY SIXTH DAY OF MARCH TWO THOUSAND AND SEVEN.

 M D De Silva Sector Head - F & B Manufacturing For & on behalf of Ceylon Cold Stores Ltd RFN Jayasooriya Head - Supply Chain Management For & on behalf of Ceylon Cold Stores Ltd	 Leslie Devendra General Secretary For & on behalf of the Sri Lanka Nidahas Sevaka Sangamaya (SLNSS)  For & on behalf of the Sri Lanka Nidahas Sevaka Sangamaya (SLNSS)
Witnesses:  1. Name: Designation: <i>Head of Supply Chain Management</i>	Witnesses: 1.  Name: <i>M. G. A. Rohana</i> Designation: <i>S. L. N. S. S.</i>
2.  Name: <i>Nishantha Jayasinghe</i> Designation: <i>Employee Relations Manager</i>	2.  Name: <i>M. K. SARATH CHANDRA</i> Designation: <i>CLERK / CASHIER</i>