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(Published by Authority)

PART I : SECTION (I) – GENERAL Government Notifications

My No.: CI/1787.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Unilever Sri Lanka Limited, No. 258, M. Vincent Perera Mawatha, Colombo 14 of the one part and the Ceylon Mercantile, Industrial & General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03, of the other part on 19th March, 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd July, 2010.

Collective Agreement No. 48 of 2010

AGREEMENT

AGREEMENT BETWEEN UNILEVER SRI LANKA LTD
AND
THE CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKER'S UNION (CMU)

UNILEVER SRI LANKA LIMITED
No. 258 M. Vincent Perera Mawatha
Colombo 14
19th March, 2009.

AGREEMENT BETWEEN UNILEVER SRI LANKA LTD
AND
THE CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS' UNION (CMU)

THIS Agreement made and entered into on 19th March, Two Thousand and Nine in terms of the Industrial Dispute Act between Unilever Sri Lanka Limited, No. 258, M. Vincent Perera Mawatha, Colombo 14 (hereinafter referred to as the "COMPANY") of the one part and the

Ceylon Mercantile Industrial & General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 (hereinafter referred as the "UNION") of the other part witnesseth:

It is hereby agreed between the parties as follows:

1. **Title** -. This Agreement shall be referred to as the "Unilever Sri Lanka Ltd - Staff Employees" Collective Agreement 2008 - 2011.

2. **Parties & Employees to be Covered and Bound**-. This agreement shall cover and bind the Company and the Union in relation to all permanent staff of the Unilever Sri Lanka Limited, situated at No. 258, M. Vincent Perera Mawatha, Colombo 14 also referred to as the Grandpass site including the Staff employees of Lipton Ceylon Limited and Brooke Bond Ceylon Limited also at No. 258, M. Vincent Perera Mawatha, Colombo 14 referred to as the Tea Division, this agreement excluding the employees of the Premium Exports Ceylon Limited who are not members of the said Union as at the date hereof and or during the continuance of this Agreement. "A permanent staff employee" shall mean and shall include all categories of employees on monthly contract of employment in job grades of 5, 4 and 3 as classified by the Company.

3. **Registration**-. An application will be made by the Company to the Commissioner of Labour for Registration of this Agreement under the Industrial Disputes Act.

4. **Variation of terms & conditions of Employment or Benefits** -. (a) Subject only to sub-clause (b) hereof the Union its members and the company agree that this Agreement shall be full and conclusive in respect of all matters covered herein and that during the continuance 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.

(b) The Union may however make representations regarding any matter for the purpose of modifying any of the matters contained herein and the Management shall discuss such matters with the Union, subject to the condition that the Management's decision on the matter shall be final and not subject to further dispute.

In so far as matters that are not specifically covered by this Agreement, or the minutes referred herein the practices prevailing in the company shall continue to apply for the duration of this Agreement, subject to the right of the Company to reasonably vary such practices depending on prevailing conditions, but subject also to the right of the Union to discuss and dispute any changes that may take place.

(c) In the event of there being doubts as to the interpretation of any particular provision of this Agreement, the Minutes of the Meetings, maintained by the company which set out the negotiations which preceded the signing of this Agreement (the official record of the Minutes) shall be taken as final in this regard.

The minutes also record some of the matters that have been agreed between the Company and the Union which have not been included in this Agreement and it is hereby agreed that these matters so recorded are part and parcel of this Collective Agreement, and would be implied terms in all contracts of employment of the employees covered and bound.

5. **Date of Operation and Duration**-. This agreement will come in to effect on the 1st day of August 2008 and shall thereafter continue in force for a period of 3 years ending on 31 July 2011 unless it is terminated by either party with six (6) months notice to the other, provided however, that neither party shall give such notice on or before 31st January 2011.

Each party however may also on any day after the 31st day of January 2011 give notice in writing, of their intention to enter into a fresh Agreement or modify the existing Agreement. Parties shall then commence negotiations in that regard.

In the event of failure of the parties to conclude a fresh Agreement or to modify the existing Agreement, within a period of six (6) months from the date of notice of intention to negotiate a fresh Agreement or modify the existing Agreement, parties agree that either party may request the Commissioner of Labour to summon a conference in an attempt to resolve any difference and reach Agreement Parties undertake to attend such a conference that may be summoned by the Commissioner of Labour.

In the meantime unless otherwise terminated or provided herein the provisions of this Collective Agreement shall continue to remain in force.

6. **General terms and conditions of Employment**-. The terms and conditions of this Agreement shall be incorporated in all contracts of service between the Company and the employees covered and bound by this Agreement whether such contract of service be written or oral, which are subsisting at the time of signing of this Agreement or which comes into being during the period of this Agreement.

7. **Consolidation of salaries** -. (a) The Company agrees to consolidate the difference in points in the CCPI - base index 1952 - (hereinafter referred to as CCPI) into the salaries of employees covered and bound by this Agreement at the expiry of a 12 month period commencing 1st August every year.

The salaries will be consolidated depending on the increase in the number of complete points by which the CCPI has increased during the period immediately preceding and will be added to the salaries of employees covered and bound on 31st July of that year.

Provided that in the event the Government of Sri Lanka discontinuing the publication of the CCPI figures, parties agree to meet to discuss the basis on which this payment could be continued.

8. **Work plan concept** –. The Management and the employees agree to implement the work plan concept with effect from 1st January 2009, subject to the provisions stipulated in clause 9 hereof. The details of the concept are those described in schedule 1 to this agreement.

With effect from January 2010 Annual Increments shall be granted to employees covered and bound by this agreement (i.e to Staff) in terms of the provisions stipulated hereof as well as those specifically incorporated in clause 9 below.

9. **Annual increments** –. In January 2009 Staff members will be granted the Annual Increment based on their performance as per the existing system where the "Standard" increment will be 4% of their gross salary as at 31st December 2008 and a "Merit" increment will be 6%.

The company will do away with the existing system of granting Annual Increments from January 2010 instead the new scheme of granting Annual Increments based on "Work Plan"

The following scheme will be adopted when granting Annual increments from January 2010.

Description		%
Exceptional (Additional Tasks)	Achieved over and above the agreed 100% work plan with high quality and additional tasks.	7 to 8
Very Good	Achieved 100% with high quality	6 to 7
Good	Achieved 75%	4 to 5
Average	Achieved 50% with required quality	3 to 4
Satisfactory	Achieved between 50% - 25%	1 to 2
Unsatisfactory	Below 25%	0

10. **Increments at promotions/ upgradings** –. When upgradings/ promotions take place, the following percentages of the individual gross salary will be granted

Upgrading by one grade	7%
Upgrading of two grades	8%
Promotion from category to (Category eg. Minor staff to Staff)	8%

11. **Annual Bonus** –. During the period of this Agreement the Company agrees to pay a bonus of 2 - 1/2 months salary at the end of each year.

This may be withdrawn either totally or partially for disciplinary reasons.

12. **Service increment** –. Employees whose work and conduct are good will normally be entitled to an increment of 4% of their consolidated salary as at 31st December of the previous year on reaching 10, 15, 20 and 25 years service respectively.

13. **Allowances** – 1. The Disturbance allowance will be Rs. 470/- for Production Assistants, Canteen Assistants, Security Assistants, Engineering Assistants and Clerical Assistants.

The allowance for Security Guards, Drivers, Peons and Servicemen will be Rs. 365/-.

2. An inconvenience allowance of Rs. 130/- will be payable to Security Staff in the following circumstances :

Whenever security personnel perform a double shift and report to work without a 24 hour break in between shifts.

3. The management agrees to pay an allowance of Rs. 1750/- per month as a risk allowance to staff members who work as Cashiers on a regular basis. Time Office staff members are also entitled to this allowance. Anyone who acts in such positions will be entitled to a risk allowance of Rs. 260/- per day up to a maximum of 7 working days. The maximum payable for such would be Rs. 1,750/-.
4. Production Assistants and Engineering Assistants will receive an allowance of Rs. 235/- when reporting for duty from 6.00 p.m to 6.00 a.m on Sundays.

14. **Shift Allowance.** - Production Assistants, Engineering Assistants, Canteen Service Assistants, Clerical Assistants, Security Assistants and Security Guards will be entitled to the following shift allowance with effect from 1st August, 2008.

Shift	Prod & Eng. Assts.	Clerical Assts	Security Assts.	Security Guards
6am/2pm	87.50	66.50	35.00	30.00
2pm/9pm	119.50	96.00	47.00	35.00
9pm/6am	309.50	242.00	122.50	93.50
6am/6pm	146.00	122.50	56.00	42.50
7am/4.30pm	35.00	35.00	35.00	-
6pm/6am	386.50	309.50	148.50	112.00

The Management agree to review the allowances such as Refreshments/ Travelling/ Picnic (Get- together) outside the Collective Agreement periodically.

15. **Holidays.** - Unless circumstances change, Management agrees to continue the present system of declaring the same holidays for both salaried staff and factory workforce.

16. **Spectacle Allowance.** - The Company will reimburse employees up to a maximum of Rs. 6,000/- (Rupees Six Thousand) once in two years for the purchase of spectacles against receipt.

17. **Supplementary retirement benefit scheme.** - Employees will be entitled to a Supplementary Retirement Gratuity after completion of 10 years service in the Company. They will be entitled to 1 (one) month's gross salary for each year of service up to a maximum of 30 (thirty) months.

The Company agrees to include the nonrecurring Cost of Living Gratuity and Annual Bonus as "salary" in the computation of the amount payable under the Supplementary Retirement Benefit Scheme.

18. **Contribution to Provident Fund** -. Contributions to Provident Fund will be at the rates of 12% by the Company and 10% by the employee.

19. **Company Products** -. The Company agrees to issue every month to each employee a gift parcel of Company products to the value of Rs 700/- (Rupees Seven Hundred) each calculated at retail prices as at 1 June 2004 and the value of the parcel for the months of April & December will be Rs. 800/-.

20. **Free issue of Astra** -. The Company will continue to issue 2 (two) tubs of Astra 225g twice a year. This will be issued in April and December of each year.

21. **Housing Loans Scheme** -. The Company will assist the employees to obtain housing loans from recognised financial institutions by negotiating corporate rates of interests and remittance of monthly instalments only for selected banks.

Granting housing loans shall be subject to Clause 34 of this Agreement.

22. **Festival Advance** -. The Company agrees to pay one advance payment against up to a maximum of Rs 15,000/- (Rupees Fifteen Thousand only) per annum on the occasion of a recognised festival. This shall be subject to Clause 34 of this Agreement.

23. **Emergency Staff Loans** -. The Company agrees to grant a loan up to a maximum of 2 months salary for the following reasons.

In case of an ill health of a family member (self/ spouse/ Children Mother - in-law & Father - in - Law) where the assistance from the Company Medical Scheme is not sufficient or in a situation where the patient is not covered by the Medical Insurance Scheme.

To be of financial assistance in case of a natural disaster such as Tsunami, cyclones, heavy floods causing damages to own property.

The loan granted will be recovered in a period of 10 months. The interest rate will be 9.5% per annum. This shall be subject to Clause 34 of this Agreement.

24. **Canteen Meals** -. Unless circumstances change, the Company undertakes to provide meals in the Company's canteen. The Company's intention is to charge the approximate cost of raw materials used for the preparation of such meal from each employee. The Company will charge Rs 20/- for the main meal from all staff members.

25. **Tea Service** -. The Company agrees to provide a free tea service in the morning and afternoon.

26. **Scholarship Scheme** -. The present Scholarship scheme for employees children will continue with enhanced benefits.

27. **Leave Entitlement. Hours of work and Attendance** -. Leave entitlement, hours of work and attendance will be governed by the rules framed for the purpose. These rules may be changed by the Company from time to time but not so as to deprive any employee of any rights or benefits conferred upon him by law.

28. **Medical Leave**-. The Medical Leave entitlement will be 21 days. Any accumulation beyond this 21 days will be paid at the rate of 1 1/2 (one and a half) day's salary as at 31st December of each year.

29. **Death of an employee in service** -. Where an employee dies in service, Management will grant a sum not exceeding Rs 30,000/- (Rupees Thirty Thousand only) to be used for the funeral expenses.

30. **Personal Accident Insurance** -. The Company will continue to cover all staff employees with a 24 hour Personal Accident Insurance Policy of Rs 250,000/- or 40 times the wage, whichever is higher Natural Death will be covered in a sum of Rs 100,000/- 47.5% of the additional premium on account of the Natural Death cover will be paid by the employee concerned. The Company will pay the balance premium.

31. **Union Meetings** -. The Union may with the agreement of the Company hold committee meetings and general meetings of the Union within the Company premises at such places and times as agreed by Management. Persons who are not in employment of the Company shall not attend such meetings without the written Agreement of the Company.

32. **Union Office** -. The Company has provided accommodation for a Union Office at No. 51, Lukmanjee Square, Grandpass Road, Colombo 14, if this premises is required by the Company for Company expansion, the Union agrees to vacate the premises and Management agrees to provide of pay for alternate office accommodation. The office will be used only for the business of the Branch Union.

33. **Union's Annual General Meeting** -. (a) To enable the members of the Union to attend and be present throughout the Annual General Meeting of the Branch Union, Management agrees to release the members of the Union at 1.00 pm on the day of the Annual General Meeting.

(b) Members of the Working Committee will be granted one day's duty leave each year for the Annual General Meeting of the Parent Union.

34. **Deductions to be within Legal Limits** -. In granting loans to an employee or making deductions from his/ her salary, the Company will observe the rules regarding the legal limits of authorised deductions. The Company will take into consideration the actual pay received (after all deductions) during the course of the two years preceding to ascertain whether such proposed deductions are likely to exceed the legal limits.

If in the opinion of the Company, such deductions are likely to exceed the legal limits, the Company shall not grant such loans or agree to make any deductions.

The Company's decision in this regard will be final. Deductions will be made in such order of priority as the Company shall decide.

35. **Loans to thrift & Credit Society** -. The Company agrees to use its good offices to help the Co-operative Thrift & Credit Society to obtain loans from the Peoples Bank, whenever the Company considers it desirable.

36. **Grievance Handling Procedure** -. (a) Where an employee covered and bound by the Agreement wishes to make representations to Management, in respect of an individual grievance, dispute or other matter, such employee shall, in the first instance, discuss the matter with his immediate superior.

- (b) If in the opinion of the employee the matter is not satisfactorily settled by his immediate superior, the matter may then be discussed with the Manager to whom his immediate superior is responsible.
- (c) If the matter is, in the opinion of the employee not satisfactorily settled at stage (b) such employee may discuss the matter with the industrial Relations Manager and if he so desires with a representative from the branch union.
- (d) If the matter is, in the opinion of the employee not satisfactorily settled at the level of the Head of Department the employee concerned together with the representatives of the Branch and / or Parent Union, if he so desires shall, discuss the matter with the Director responsible and the Director - Human Resource.
- (e) In the event of the matter not being satisfactorily settled at stage (d), the Branch Union may, through the Parent Union take the Matter to the Board of Directors of the Company.
- (f) Where there is a dispute between two employees of different departments, either of such employees may take up such dispute through his superiors in like manner.

37. **General Matters** .- The Union may, from time to time, make representations to the Company on general matters concerning its membership.

The Company will decide whether such matters should be discussed and if discussion on any matter it thought desirable, Management may summon a meeting for such purpose.

38. **Trade Union Action** .- During the period of this Agreement, the Union hereby undertakes not to seek or vary or alter any of the terms and conditions covered by this Agreement and also expressly undertakes not to engage in strikes or any other form of Trade Union actions in respect of a dispute, but will have such disputes settled in accordance with Clause 41 A.

39. **Withdrawal of Benefits** .- In the event of the Union (or any employee bound by this agreement), doing any act or acts which are contrary to this Agreement and thereby committing such a breach of this Agreement or any part thereof, the Company shall be at liberty to withdraw all or any of the benefits granted under this Agreement or terminate the Agreement by giving notice of one month.

Where benefits are withdrawn under this section and the matter is referred to an arbitrator for a decision under Clause 41 and such arbitrator determines that such withdrawal of benefits was unjustified in terms of his Agreement, the Company shall pay such benefit in arrears.

40. **Suspension & Inquiries** .- The employee shall furnish in writing to the employer, the answer or explanation to the charges preferred against such employee, within 3 (three) clear working days, after the date of show cause notice, 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 of 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.

After holding and inquiry the Employer shall notify the employee if the findings 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 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.

In the case of suspension of an employee, the employee will be entitled to half his normal remuneration after 10 working days from the date of suspension till a decision is made.

The employer shall make an order within 90 days of the date of suspension of the employee, unless he/ she 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 Management and the Union that in the circumstances of the case the period of 90 days be extended for such further time as may be agreed.

41. **Arbitration** .- (a) Subject to the provisions of Clause 4 (a) and (b) it is hereby agreed that during the term of this Agreement, any dispute whatsoever, which has not been settled by negotiations between Management and the Union, Whether such dispute concerns the

terms of this Agreement shall be referred to arbitration under the Industrial Dispute Act. The Union and Management shall agree on a clear statement of the matter in dispute, if necessary with the assistance of the Commissioner of Labour.

If the choice of the Arbitrator or the statement of the matter in dispute cannot be agreed to, either party may make an application to the Commissioner of Labour to determine the statement of the matter in dispute and refer such matter to such Arbitrator as he may nominate. Any dispute regarding the interpretations of this Agreement shall also be referred in like manner to arbitration.

Both parties agree to accept and be bound by the verdict of the Arbitrator.

(b) If a dispute arises from the action taken by Employer in relation to an employee or a group of employees that in the opinion of the Union will undermine the existence or the legitimate activities of the Union or its members, the Union will in the first instance discuss the dispute with the Employer with a view to bring about an amicable settlement.

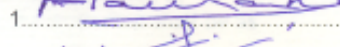

If the Union is not satisfied with the discussion and the explanation given by the employer, the Union may take any form of trade union action. The Union will inform the employer before such action is taken, The employer reserves the right to take such steps as it may deem fit.

IN WITNESS WHEREOF THE parties aforesaid have hereunto set their hands at Colombo THUSHARI SANDAMALI RAJAKARUNA PERERA, Director - Human Resources of Unilever Sri Lanka Limited and SHRIHAN BLAISE PERERA, National Finance Director of Unilever Sri Lanka Limited, have set their hands for and on behalf of the said Company on this 19th day of MARCH TWO THOUSAND AND NINE.

THUSHARI SANDAMALI
RAJAKARUNA PERERA

SHRIHAN BLAISE PERERA

Witnesses to the signatures of
said THUSHARI SANDAMALI
RAJAKARUNA PERERA and SHRIHAN BLAISE
PERERA

1. 
2. 

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hands at Colombo, BALA TAMPOE, General Secretary of the Ceylon Mercantile Industrial and General Workers' Union (CMU) has set his hands on the 19th day of MARCH TWO THOUSAND AND NINE.

BALA TAMPOE

Witness to the signature of said
BALA TAMPOE



1. 

IN WITNESS WHEREOF the parties aforesaid have hereunto set their hands at Colombo, HONDATHANTHRIGE CHULAWANSA President, Unilever Branch of the Ceylon Mercantile Industrial and General Workers' Union (CMU) of Unilever Sri Lanka Limited Grandpass Site and NALIN IRESH HEMAL GALLAGE, Assistant Secretary, Unilever Branch of the Ceylon Mercantile Industrial and General Workers' Union (CMU) - of Unilever Sri Lanka Limited., have set their hands for and on behalf of the said Branch Union on the 19th day of MARCH TWO THOUSAND AND NINE.

HONDATHANTHRIGE
CHULAWANSA

NALIN IRESH HEMAL GALLAGE

Witnesses to the signatures of
said HONDATHANTHRIGE CHULAWANSA
and NALIN IRESH HEMAL GALLAGE

1. 
2. 

SCHEDULE 1

Work Plan Concept- The objective of implementing the Work plan concept is to assist the management and the employees to plan and schedule their activities during a particular period in order to achieve agreed functions and goals of the business.

The procedure to be followed in implementing the Work plan shall be as follows:-

- a) The management at the beginning of each year (ie. in January) will set out the objectives and departmental goals, in terms of which Managers and employees would derive individual Work Plans.
- b) The Work Plan would then have to be agreed between the employee, Line Manager as well as the Line Manager's boss.
- c) A Work Plan will carry four specific targets and will be in line with an employee's job description.
- d) The targets will be based on the departmental goals in a manner that would emphasize on the employee's role in the organization.
- e) The targets shall be prepared reflecting the job description and annual work assigned to an employee.
- f) Targets shall be Specific, Measurable, Achievable and Time bound.
- g) Once the plan is agreed upon by parties including the employee, the activities of the employee shall be closely reviewed and a self assessment shall be prepared by the employee each quarter. A half yearly review will be carried out by the Line Manager in order to ensure the completion of the work undertaken during the agreed period.
- h) A final review shall be carried by the line manager at the end of the year, after which he/ she shall submit same to his/ her boss for the purpose of finalizing assessment and the reward as stipulated in clause 9 hereof.

08 - 539

My No.: CI/585

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Habib Bank Limited, No. 140 -142, 2nd Cross Street, Colombo 11 of the one Part and the Ceylon Mercantile, Industrial & General Worker's Union (CMU), No. 03, 22nd Lane Colombo 03 of the other part on 06th May 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd July 2010.

Collective Agreement No. 49 of 2010

COLLECTIVE AGREEMENT

This Collective Agreement, the terms of which were agreed on the 06th day of May Two Thousand and Ten, between Habib Bank Limited, a bank incorporated in Pakistan and having its registered Office at Habib Bank Plaza 1.1 Chundrigar Road, Karachi 21 and approved main place of business at No. 140 -142, 2nd Cross Street, Colombo 11, in the Republic of Sri Lanka (hereinafter referred to as "the Bank") and the Ceylon Bank Employees Union, a duly registered trade union in Sri Lanka having its registered office at No. 20, Temple Road, Colombo 10, Sri Lanka (hereinafter referred to as "the Union")

Title : This Agreement will be known and referred to as the “Habib Bank Officers” Collective Agreement of 2009”

WHEREAS the Union made demands for a revision of terms and conditions of employment of the Officer Grades in the Bank and after negotiations the parties in a spirit of goodwill to ensure co-operation between themselves and to guarantee an effective and productive work environment have agreed as follows :

1. **Parties Covered and Bound.**— This Agreement shall cover and bind The Bank, the Union and all members of the Union employed in the following officer grades in the Bank and (hereinafter referred to as ‘the employees’).

- * Junior Officer
- * Officer Grade IV
- * Officer Grade III
- * Officer Grade II
- * Officer Grade I

2. **Duration.**— (a) Unless otherwise stated elsewhere, this Agreement shall come into force on the 1st day of April 2009 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st day of March 2012. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st January 2012.

(b) Provided however that if during the period of this Collective Agreement the salaries of the Clerical Grades in the Bank are revised as a result of a revision of the Collective Agreement of 2009, the Union shall be entitled to make a request from the Bank for a revision of salaries of the employees covered by this Agreement and the Bank shall discuss such request with the Union with a view to reaching a mutually acceptable settlement.

3. **Earlier Agreements.**— This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the Agreement of 2006 shall stand repudiated in respect of the parties hereto.

4. **General Terms and Conditions of Employment .**— The terms and conditions of this agreement shall subject as herein provided be deemed to be included in each contract of service whether oral or written between the Bank and each Officer covered and bound by this agreement which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement and which are not inconsistent with the terms and conditions contained in this Agreement.

5. **Immediate Increase and Conversion to Salary Scales.**— Every employee covered by this Agreement in service as at the date of this Agreement shall, from the 1st April 2009, be placed on the salary scale set out in the first Schedule hereto, which salary has been consolidated at the New Colombo Consumer’s Price Index [ccpi (N)] figure of 71

For the placement of an employee on the salary scale applicable in the First Schedule, the following provisions shall apply:—

- (i) A sum equal to 17% of the gross salary (salary plus cost of living allowance) payable to an employee as at 31st March 2009 shall be added to the salary of an employee as at such time.
- (ii) Every Employee in Employment as at the date of this Agreement shall also receive a further 3% increase calculated on the gross salary as at 31st March 2009 with effect from the 1st April 2010 and thereafter placed on the appropriate point on the scale in the First Schedule at the corresponding Rupee point or if there is no such corresponding point, on the next higher point of the said scale.
- (iii) There will no revision of employee salaries in the third year, commencing 1st April 2011

6. **Cost of Living Allowance.**— The Cost of Living Allowance shall be paid to employees from the 1st April 2009 at Rs 92.125 cents per point increase beyond the base figure of 71. Any sum paid in excess by way of cost of living allowance for the period 1st April 2009 onwards, shall be set off against the arrears payable to an employee.

7. **Gas & Electricity Allowance.**— The Bank shall pay a Gas and Electricity Allowance to employees as follows :

- | | | |
|-------------------------|---|------------------------|
| * Junior Officer | - | Rs. 5,250/- per mensem |
| * Officer Grade IV | - | Rs. 5,750/- per mensem |
| * Officer Grade III/ II | - | Rs. 6,250/- per mensem |
| * Officer Grade I | - | Rs. 6,750/- per mensem |

8. **Key Holding Allowance.** - The Key holding allowance shall be paid as follows :

1 day	-	Rs. 250/-
2 days	-	Rs. 500/-
3 days	-	Rs. 750/-
4 days	-	Rs. 1000/-
5 days or more	-	Rs. 1,500/-

9. **Fuel Allowance.** - The Fuel allowance shall be paid as follows :

* Junior Officer	-	45 litres petrol per mensem
* Officer Grade IV	-	50 litres petrol per mensem
* Officer Grade III	-	55 litres petrol per mensem
* Officer Grade II	-	60 litres petrol per mensem
* Officer Grade I	-	65 litres petrol per mensem

10. **Entertainment Allowance.** - Grade I and II officers will be paid an entertainment allowance of Rs. 3,000/- per month.

11. **Special payments.** - (a) with effect from the date hereof when employees are required to work after normal working hours on any working day, they shall be entitled to the following payments.

For work upto 2 hours	-	Rs. 300/-
For work upto 3 hours	-	Rs. 375/-
For work upto 4 hours	-	Rs. 425/-
For work in excess of 4 hours	-	Rs. 150/- per hour

(b) When employees are required to work on any holiday they shall be entitled to a payment of Rs. 700/- in respect of the first four hours worked on such holiday and Rs. 175/- in respect of each additional hour worked.

(c) No employee shall work after normal working hours or on holidays unless requested to do so by the Bank.

12. **Promotion.** - (a) For promotion to grade i, ii, iii & iv Mere length of service shall not be the sole criteria and the Bank shall be entitled to take into account other factors such as good conduct, efficiency, educational and professional qualifications and good character. All promotions from one grade to another shall be subject to the availability of vacancies and suitability of the Officer and purely at the discretion and judgment of the Management. The decision of the Management in the exercise of such discretion shall be final and conclusive.

(b) For promotion to grade iv .- It is hereby agreed between the parties that Junior Officers will be considered for promotion to Officer Grade IV subject to the rules and regulations of the Bank and subject to the following criteria and terms and conditions :

(i) Record of conduct, work performance and attendance.- Only Junior Officers possessing a record of good conduct, excellent work performance and attendance will qualify for consideration.

(ii) Eligibility for consideration : Only Junior Officers possessing the following basic criteria will be eligible for consideration :

<i>Experience in Service</i>	<i>Educational Qualifications</i>
08 Years as Junior Officer or Clerk if promotee	GCE O/L Examination with a Credit Pass in English
05 Years as Junior Officer or Clerk if Promotee	Part I-AIB London of AIB Sri Lanka
04 Years as Junior Officer or Clerk if promotee	Diploma in AIB London or Diploma in AIB Sri Lanka
03 Years as Junior Officer or Clerk if promotee	University Degree with one of the subjects in Economics or Commerce

(c) Selection Process .- Junior Officers who are eligible subject to the above mentioned basic criteria will be considered for promotion by the Management of the Bank, subject to the following conditions :-

- (i) Subject to the availability of vacancies depending on the Bank's staffing needs from time to time, the eligible Junior Officers shall be required to put up, applications for consideration for promotion submitting required information regarding their career on set formats obtainable from the Bank.
- (ii) All eligible applicants will be required to sit for a written test which will be prepared by the Bank and conducted in Colombo under the supervision of the Management.
- (iii) All eligible applicants who have performed satisfactorily at the written test will be further subject to an interview by the Management of the Bank.
- (iv) The Management's decision in respect of selection shall be final and conclusive and shall not be challenged.
- (d) It is further agreed between the parties that calling for application/ test/ interview process as referred to at (a), (b) and (c) above in respect of the consideration of Officers for each year's vacancies would commence in the month of September/ October with a view to completing written tests and interviews, and submission of recommendations of successful applicants to Head Office shall be not later than 15th January of the following year for Head Office final approval.
- (e) On final selection after test, interview, recommendation and approval by Head Office, the selected candidates shall be promoted to Officer Grade IV in the scale herein above mentioned.

13. **Provident Fund.** - (a) RATE OF CONTRIBUTION.-The rates of contribution to the Provident Fund by the Bank as from 01.04.2006 shall be :

Bank's contribution	-	12% (twelve per cent) of salary
Employee's contribution	-	8% (eight per cent) of salary

Provident Fund contribution shall be on the consolidated salary referred to at Clause 5 hereof and the amount paid for that month as cost of living allowance subject to the Rules of the Provident Fund.

- (b) INTEREST ON PROVIDENT FUND CONTRIBUTION HELD BY THE BANKS.- Where as Provident Fund monies are invested in the respective Banks, the Bank shall continue to pay the rate of interest paid of 12 months' fixed deposits for a sum of Rs. 100,000/= published by the N.S.B prevailing as at the 1st January for the first half of the year and on the rate prevailing on by 1st July for the second half of the year on the net Provident Fund monies invested at such respective Banks.

14. **Gratuity.** - An Employee shall upon retirement on reaching the age of 55 years or on duly authorised medical grounds, after completing a period of fifteen (15) years service in the Bank or after completing 20 years continuous service, be entitled to gratuity calculated at the rate of one month's terminal salary for each completed year of service rendered by such employee. For the purpose of calculating gratuity "terminal salary" shall mean the basic salary *i.e.* the salary point an employee is placed on the salary scale applicable to him plus the cost of living allowance.

15. **Death Gratuity.** - On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two months, gross salary for each year of completed service subject to a minimum of six months' gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary plus the Cost of Living Allowance.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

16. Retirement.-

- (a) The age of retirement shall be 55 years, and on reaching the age of 55 an employee shall *ipso facto* retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

17. Release of Parent Union Office Bearers.-

- (a) One Office Bearer of the union shall be released for union work without payment of salary or any other allowances whatsoever for a period not exceeding two years on a single occasion during a period of six years provided the union so requests and subject to the condition that at any given time only one employee of the Bank whether covered or not by this Agreement shall be so released.
- (b) On resumption of work by an Office Bearer who has been released for union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clauses 14, 15 and 16 hereof.

18. Concessions to Branch Union Office Bearers and General Council Members.-

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to such particular Bank to which such Branch Union Office Bearers are attached.
- (b) It is agreed that Central Committee Members will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to central Committee to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3 p.m. for meetings of the Executive committee of the Union. These meetings will not usually be more than on a monthly basis.

19. Annual, medical and Casual Leave. -**(a) ANNUAL LEAVE :****(i) ENTITLEMENT :**

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment, he shall be entitled to take in the following year 21 working days paid leave, He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows :

- (a) The full annual holiday of 21 days if his employment commenced on or after 1 st January but before 1 st April;
- (b) A holiday of 15 days if his employment commenced on or after 1 st April but before 1 st July;
- (c) A holiday of 11 days if his employment commenced on or after 1 st July but before 1 st October ;
- (d) A holiday of 6 days if his employment commenced on or after 1 st October.

(iii) AVAILMENT :

- (a) The availment of all annual leave shall be by prior authorization of the Bank upon the employee's application, giving sufficient notice to the Bank so as to ensure availment at times mutually convenient.

(iv) ACCUMULATION :

Annual leave may be accumulated by an employee exclusively for the following purposes :

- (a) For avilment in full, immediately preceding retirement by mutual arrangement, with the Bank.
- (b) For the purpose of attending on a family member who is seriously ill,
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) prolonged illness of the employee.
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (g) For the purposes of nursing third and fourth children beyond the Maternity Leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted upto a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of one hundred and twenty (120) days.

(b) MEDICAL LEAVE :

(i) ENTITLEMENT :

An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) AVAILMENT :

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

- (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
- (b) where the number of days already allowed on full pay on grounds of sickness uncertified by a medical practitioner, is in excess of twelve (12) days.

(iii) ACCUMULATION

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions:

- (a) in no case shall the entitlement to medical leave on full pay by reason of such accumulation, exceed ninety (90) days, and
- (b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalization or similar circumstances, supported by a Certificate from a Registered Medical Practitioner.
- (c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalization, the employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.

(iv) The Bank will be entitled after inquiry and advising the employee concerned, to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a registered Medical Practitioner occurs in the following circumstances.

- (a) where the Bank has reasonable cause to suspect the *bona fides* of the application and/ or reason for absence of an employee, or
- (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the *bona fides* of the application and/ or reason for absence of the employee.

- (c) CASUAL LEAVE.- An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment whereof not more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

20. Medical Benefits.-(i) Reimbursement of Medical Expenses of Non-Hospitalisation

The Bank will reimburse an employee up to a maximum of such employee's monthly salary per annum in respect of medical expenses incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 years in respect of routine non-hospitalisation and non-surgical expenditure subject to the following. "Salary" for this purpose shall be the salary point on which an employee is placed in terms of Schedule hereof.

- (a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.
 (b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.
- (ii) Special Non-Hospitalisation and Non-Surgical Expenditure
 The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum of Rs. 7,000/- per annum on account of special non-hospitalisation and non-surgical expenses covering the following items only incurred on behalf of the employee only and not on behalf of his family members :
- (a) Spectacles
 (b) Dentures
 (c) Hearing Aides

Subject to valid documentation as in the case of (i) above and subject to the provisos that no claim is made in relation to any particular item more than once in three years and in the case of spectacles the expenditure on account of the spectacle frame shall not exceed Rs. 3,500/- and in any event it must be supported by a prescription from a Medical Eye Specialist.

(iii) Surgical and Hospitalisation Expenditure

Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse or unmarried legitimate children under 18 years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum :

- (a) Hospitalisation or Nursing Home maintenance charges :
 - Daily Limit Rs. 3500/-
 - Government hospital allowance Rs. 1000/-
- (b) Emergency treatment travel expenses (Maximum) Rs. 1400/-
 (Rs. 30/- per Km. or actual cost whichever is less)
- (c) Overall limit for any one event Rs. 115,000/-
- (d) Overall limit for any one year Rs. 135,000/-

Provided however that in the case of a recurrent illness, i.e. of the same kind, the Bank will make payments on this account only once in a period of three years.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

(iv) Maternity Grant

An employee who is married will be permitted a once and for all grant of Rs. 11,000/- in respect of each of two births of children after 1.12.2009. If both spouses are employed in the Bank only one such claim shall be entertained.

In the case of reimbursement under surgical and hospitalisation expenses, the maximum deduction for normal child birth shall be Rs. 9000/-.

- (v) The revised rates as set out in clauses (ii) to (iv) hereof shall become effective from the 6th May 2010.

21. **Bonus.**— The Bank will pay each year to every employee a bonus of three (3) months basic salary on the salary as drawn by such employee in the month of December of such year. The bonus will be paid in three monthly installments in keeping with normal practice.

22. **Suspension.**— (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clause (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.

- (ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand

thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.

- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

22. **Disciplinary Procedure.**— Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply :

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub - clause (i) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the Defending Employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The Defending Employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a Defending Employee or Observer who obstructs the inquiry to withdraw therefrom and the Defending Employee or Observer shall forthwith comply with such requirement. The absence of a Defending Employee or Observer from the whole or any part of an inquiry for any reasons whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The

Observer shall not be entitled to participate in the proceedings but he may answer any question which the inquiring Officer may ask him.

- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. If the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the inquiring Officer.
 - (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
 - (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
 - (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
 - (k) Notwithstanding the preceding provisions, any Bank shall not be required to hold a domestic inquiry in any of the following circumstances :-
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action in the basis that such employee had no cause to show.
 - (ii) where the employee makes a written admission of the charges against him.
 - (iii) where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an inquiry, in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
 - (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank, the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the Findings or punishment, raises a dispute in respect of such Findings and/ or punishment.
 - (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall takes effect from the date of suspension or such later date as the Bank may determine ; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
 - (n) The observance by the Bank of Sub-clauses (e), (h) and (i) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
 - (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.
24. **Trade Union Action.** - (a) MATTERS RELATED AND COVERED IN THE AGREEMENT .- The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.
- (b) MATTERS NOT RELATED AND NOT COVERED IN THIS AGREEMENT .- The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement

they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until –

- (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute with the Bank and / or the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner of Labour.

25. Union Check-off Facilities.– (i) During the continuance in force of this Agreement and provided the Union has not less than forty (40) per cent membership among the employees covered by this Agreement such employer shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement.

26. Implementation and Interpretation of this Agreement.– (i) Where either the Union or the Bank is dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank. The Union shall make its own nominations for the purpose of meetings to be held with the Monitoring Committee. The Bank or the Union may request that the matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.

- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

27. Consequences of Termination of Agreement.– On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/ or its members shall *ipso facto* cease.

18 A I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2010.08.09

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 09.08.2010

Schedule I										
Salary Scales - Effective 1st April 2009										
Stage	Junior Officer		Grade IV		Grade III		Grade II		Grade I	
1	24790		27680		34440		40730		46350	
2	25105		28205		35180		41700		47370	
3	25420		28730		35820		42670		48390	
4	25735		29255		36660		43640		49410	
5	26050		29780		37400		44610		50430	
6	26365		30305		38140		45580		51450	
7	26680		30830		38880		46550		52470	
8	26995		31355		39620		47520		53490	
9	27310		31880		40360		48490		54510	
10	27625		32405		41100		49460		55530	
11	27940	15	32930	15	41840	15	50430	16	56550	17
12	28255	X	33455	X	42580	X	51400	X	57570	5
13	28570	315	33980	525	43320	740	52370	970	58590	1020
14	28885		34505		44060		53340		59610	
15	29200		35030		44800		54310		60630	
16	29515		35555		45540		55280		61650	
17	29835		36185		46380		56250		62670	
18	30355		36815		47220		57380		63690	
19	30775		37445		48060		58510		64740	
20	31195	15	38075	30	48900	20	59640	15	65790	15
21	31615	X	38705	X	49740	X	60770	X	66840	5
22	32035	420	39335	630	50580	840	61900	1130	67890	1050
23	32455		39965		51420		63030		68940	
24	32875		40595		52260		64160		69990	
25	33295		41225		53100		65290		71040	
26	33715		41855		53940		66420		72090	
27	34135		42485		54780		67550		73140	
28	34555		43115		55620		68680		74190	
29	34975		43745		56460		69810		75240	
30	35395		44375		57300		70940		76290	
31	35815		45005		58140		72070		77340	
32			45635		58980				78390	
33			46265							
34			46895							
35			47525							
36			48155							
37			48785							
38			49415							
39			50045							
40			50675							
41			51305							
42			51935							
43			52565							
44			53195							
45			53825							
46			54455							

In witness hereof parties have hereunto set their hands on this 6th day of May Two Thousand and Ten.

For and on behalf of :
Habib Bank Ltd

For and on behalf of :
Ceylon Bank Employees' Union

Name : Nadeem Aslam
Designation : Operations Manager
Sri Lanka

Name : Sunil Jayalath
Designation : Acting President

Witnesses : 1.
Signature
Name : M. Sukumaran
Designation : General Secretary

Witnesses : 2.
Signature
Name : Kanishka Weerasinghe
Designation : Deputy Director - General,
Employers Federation of Ceylon

08 - 540

My No.: CI/1776.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC, No. 400, Deans Road, Colombo 10 of the one Part and Ceylon Mercantile, Industrial & General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other Part on 02nd March, 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

W.J.L.U. WIJAYAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd July, 2010.

Collective Agreement No. 30 of 2010

COLLECTIVE AGREEMENT

This Collective Agreement, entered into between Haycarb PLC a duly incorporated company having its registered office at No. 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial & General Workers' Union (CMU), a duly registered Trade Union having its registered office at No. 3, 22nd Lane, Colombo 3 hereinafter referred to as "the Union".

WHEREAS the Union made certain proposals to 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 Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who as at the date of signing this Agreement are employed by the Employer on confirmed monthly contracts of employment in the Manual/ Operative grades.

2. **Duration.** - The provision of this Agreement shall take effect from 1 st January 2010 and shall, unless otherwise terminated by either party giving one month's written notice to other, continue to remain in force provided, however, that neither party shall give such notice prior to 30 th November 2011, and the Agreement shall not stand terminated prior to the 31st day of December 2011.

3. **Salaries.**— The Employer shall with effect from 1.1.2010, revise by way of an increase the salaries of employees covered by this agreement by 14.5% (of the Basic Salary + Budgetary Relief Allowance) subject to a minimum of Rs. 1300/- for an employee.

(b) The Employer shall with effect from 1.1.2011, revise by way of an increase the salaries of employees covered by this agreement by 13% (of the Basic Salary + Budgetary Relief Allowance) of the salary as at 31st December 2010.

4. **Ex-Gratia Payment.**— The Employer shall pay to each employee covered by this agreement a sum equal to Rs. 3,600/- by way of an ex-gratia payment. The Union and the employees agree that this ex-gratia payment shall not be considered for consequential benefits such as EPF/ETF, Gratuity, Overtime, etc.

5. **Attendance Bonus.**— The payment by way of monthly attendance bonus with effect from 1st January 2010 be revised as follows subject to all other conditions currently applicable to the Attendance Bonus Scheme.

Paument for 24 days attendance	-	Rs. 225/-
Paument for 25 days attendance	-	Rs. 275/-
Paument for 26 days attendance	-	Rs. 325/-
Paument for 27 days attendance	-	Rs. 500/-
Paument for 28 days or more attendance	-	Rs. 750/-

6. **Leave for General Council Meetings.**— Without prejudice to the right of the Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrants refusal, the 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 the factory not earlier than 11 a.m. 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.

Note : It is noted that the number of General Council members as at the date of signing of this agreement from the Madampe and Badalgama factories are four and two, respectively.

7. **Death Donation.**— (a) In the event of the death of an employee within the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 500,000 from the Employer, in addition to any entitlement under the Workmens' Compensation Act.

(b) In the event of the death of an employee outside the premise of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 100,000 from the Employer, in addition to any entitlement under the Workmens' Compensation Act.

8. **Variation of terms and conditions.**—

(a) The Employer, Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or 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.

9. **Dispute settlement procedure.**— Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner.

(a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion.

(b) In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union and the Union will raise it with the management direct or with the Employers' Federation of Ceylon (EFC) for resolution through discussions.

(c) In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the Union or the Employer may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.

(d) Subject to clause 8 hereof, the Union and the Employees agree that they shall not resort to any form of Trade Union Action without having complied with the procedure set out above for the settlement of an Industrial Dispute and in the event of any trade union action the Employer shall be given reasonable notice of such action by the Union.

(e) Provided clause 9 (d) above will not apply to action where the dispute has been caused by an act of the employer which in the opinion of the General Secretary of the Union has undermined the existence or the legitimate activities of the Union.

10. *Productivity improvement, Elimination of waste and ensuring product integrity*

The employees agree to co-operate with the Employer to enhance productivity levels and to minimize waste in all forms in the mutual interest of preserving the future of Haycarb PLC. The employees confirm that they will take every step and make every effort to ensure product integrity.

In witness hereof parties have set their hands hereunto on this **Second day of March Two Thousand and Ten (2010)** at Colombo.

J. Aheerathie
For and on behalf of
HAYCARB PLC

Bala Tampoe
For and on behalf of
THE CEYLON MERCANTILE, INDUSTRIAL &
GENERAL WORKERS' UNION (CMU)

Name: Mrs. M. J. A. S. Aheerathie
Designation: Director

Name: Mr Bala Tampoe
Designation: General Secretary, CMU

WITNESSES;

1. Lanishka G
Name: K. WEERASINGHE

Designation: Deputy Director-General
Employees' Federation of Ceylon

1. S. J. H. Christy
Name: S. J. Herbert Christy

Designation: President Branch union Mado

WITNESSES;

2. Jayde de Silva
Name: G. J. W. DE SILVA

Designation: Group HR Manager

2. J. W. Jayawardena
Name: J. W. Jayawardena

Designation: General Secretary

08-541

My No.: CI / 487

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Bata shoe Company of Ceylon Limited, No. 100, General Sir John Kotalawala Road, Ratmalana, of the one part and the Waniya Ha Karmika Sewaka Sangamaya, No. 17, Barracks Lane, Colombo 12 of the other part on 22nd December, 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd July, 2006.
3A - G 13241

Collective Agreement No. 46 of 2010

THIS COLLECTIVE AGREEMENT made on the 22nd day of December 2009, pursuant to the Industrial Disputes Act between THE BATA SHOE COMPANY OF CEYLON LIMITED, having its registered office at No. 100, General Sir John Kotalawala Road, Ratmalana (hereinafter referred to as the Company) of the ONE PART AND THE WANIJA HA KARMIKA SEWAKA SANGAMAYA, a Trade Unions Ordinance and having its registered office at No. 17, Barracks lane, Colombo 02. (hereinafter referred to as " the Union") of the OTHER PART witnesseth and it is hereby agreed between the parties as follows :

TITLE : This Agreement shall be known and referred to as The Bata manual and labour workforce Collective Agreement 2009.

Part I

CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO OR CONNECTED THEREWITH

1. **Employees' Covered and Bound.** - This Agreement shall cover and bind only members of the union who are employed in the manual or labouring capacity by the company, but will not to be applicable to employees employed in such capacities who are on probation or are employed by the day or by the job or by the journey.

2. **Date of Operation and Duration.** - This Agreement shall be effective as from the First day of January, 2009 and shall thereafter continue in force unless it is determined by either party giving six months notice in writing to the other, provided that neither party shall give such notice to the other party before the 01 st July 2011 and such notice shall not expire until 31 st December 2011.

3. **Authorised version** . - In the event of any dispute regarding the interpretation of this Agreement as between the English and Sinhala versions, the English version shall prevail.

4. **Matters Covered and variations of Terms and Conditions of Employment or Benefits.** -

- (a) This Agreement shall be in full and final settlement of all matters covered herein and in the event of any conflict or inconsistency between matters provide for in this Agreement and any pre-existing terms of practices, the terms of this agreement shall prevail.
- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed by any of the employees covered and bound by this Agreement, whether such terms and conditions are provided for in this Agreement or otherwise, other than by mutual Agreement.
- (c) The Company agrees that during the continuance in force of this Agreement it shall not 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, except to the extent that such benefits have been modified by the terms of this Agreement.
- (d) Any dispute or difference under the provision of Sub - clause (b) or (c) but excluding a dispute arising from the termination of the services of an employee may be resolved by voluntary arbitration only if both parties to this Agreement agree to submit such dispute or deference for settlement by voluntary arbitration. In the event of either party not agreeing to voluntary arbitration no application shall be made by either party to have any dispute referred for settlement under Section 4 (1) or (2) of the Industrial Disputes Act 1950(as amended) in relation to any matter referred to in sub-clause (b) and (c) except a dispute arising from the termination of the service of any employee.

5. **Standing Orders** . - On any matter not expressly provided in this Agreement, the employee shall be bound by the Standing Orders and Rules of the Company in force from time to time and such Standing Orders and Rules shall be deemed to form a part and parcel of the contracts of employment of each employee.

6. **Wages.** -

- (a) The Company will continue to pay by result according to the prevailing system of standard production wage basis which contains incentives for employees and as from the first day of August 2009 shall pay in terms of Schedule A hereto.
- (b) All standard production wages are determined by the Company using scientificwork study methods and it is agreed that all such figures and the Company standard production wages rates shall be treated at all times as Company's confidential information which shall not be divulged to outsiders.

- (c) As all standard production wages have been determined with reference to the present methods of work, present machinery and equipment, the same may be changed by the Company when there is a change in the content of work, in machinery, material used, in equipment, in work layout, supply of work handled or other circumstances, under which the employee can deliver the required output.
- (d) When an employee is put on a new operation, the employee affected will be guaranteed his past average earnings for the next four weeks during which period the employee is required to achieve the standard output as per training programme. The past average earnings mean : earnings for the last four weeks immediately preceding, excluding overtime and other extra payments. If the earnings are below his minimum basic wage he will be paid between the Minimum and the Maximum as an average.
- (e) Employee who as at the date of this Agreement are on weekly fixed wage scales, shall as from the first day of August 2009 be paid on the wages scales set out in schedule B hereto.
- (f) Employees who as the date of this Agreement are on monthly fixed wage scales shall as from the first day of August 2009 be paid on the wages scales set out in schedule C hereto. Employees in the Engineering Grade who as at the date of this Agreement are on monthly fixed wage scales shall as from the first day of August 2009 be paid on the wage scales set out in Schedule D hereto with the relevant conditions laid in the Schedule DD.
- (g) If as a result of power failure, machine breakdown or lack of raw materials which is not the direct or indirect result of the action or conduct of any employee or an employee on standard production wages or otherwise is unable to achieve his basic minimum wage, his earnings will be made up to his daily minimum basic wage. The Company shall guarantee basic minimum wage, except in the event of trade union action, such as strikes or go-slow, refusal to work, disrupting work whether such action is on written notification or otherwise and the employees in such situations will only be entitled to a basic minimum wage calculated up to the actual number of hours they have worked.
- (h) Every employee is expected to achieve the Standard Output in terms of the Standard Production Minutes System which is part and parcel of the contract of employment.
- (ii) (a) To correct any incorrect standard production minutes of any operation, prevailing at present, the Company will use work study methods to establish Standard Production Minutes. In the event of the established Standard Production Minutes cannot be achieved with the combined or single operations, with maximum production done in that department so far, the maximum production done in that department or other department for same or similar operations will be considered to establish standard production minutes.
- (b) All employee, if they so wish will be allowed to earn up to 120% standard production wage basic.
- (c) In the event of an employee earning over 120% of standard production wage basis he/she shall not be entitled to any payment for production over the 120% limit and the standard production minutes of the operation will be identified by the Company to be Wrongly established. The company shall re - study such operations with the view to establishing and implementing correct standard production minutes.
- (d) The above shall constitute the usual production process in the Company and not be subject to any negotiation or review in future.
- (e) It is agreed between parties that with the wages and production process being amended as aforesaid the red circle rates will be eliminated.
- (iii) **Shift Allowance**
- (a) The shift allowance payable to employees who work on shifts shall be 12 1/2% of their earnings for the second shift and 15% of their earnings for the third shift.
- (b) Earnings for this purpose shall mean an employee's earnings in terms of Schedules A, B, C and D hereof as the case may be.

7. Non - Recurring Cost Of Living Gratuity

- (a) Each employee covered and bound by this Agreement shall be paid a Non-Recurring Cost of Living Gratuity in April each year in respect of the Preceding twelve months (1st April to 31st March hereinafter referred to as the "Qualifying period") commencing from April 2009 ascertained in accordance with the under-noted formula :

THE FORMULA.- If the average of Colombo consumers price index figure for the qualifying period exceeds 750.0 points in the first year, second year and third year in the case of employees paid in accordance with Schedule 'A' and 850.0 points in the first year, second year and the third year in the case of employees paid in accordance with schedules B. C. & D a sum computed at Rupees 2/- (Two) for each completed point (ie 1.0)

- (b) The Non-Recurring cost of Living Gratuity shall also be payable to an employee who is in employment only during part of the qualifying period either by virtue of the fact that he joins the Company's services during the qualifying period or is not in the Company's services when the Non-recurring Cost of Living Gratuity becomes payable in April of any year. In the case of such employees their Non-Recurring Cost of Living Gratuity shall be calculated on the basis of Rupees Two (Rs. 2/-) for each completed point by which the average exceeds the base index figure 750.0 first year second year and third year or 850.0 first year, second year and third year during the months in which such employees were in employment.
- (c) Provided that in the event the government of Sri Lanka discontinuing the publication CCPI figures, parties agreed to meet to discuss the basis on which this payment could be continued

8. **Casual Leave.**- (a) An employee covered by this Agreement shall, in respect of each year of employment during which he has been continuously in employment, will be entitled to take on account of private business or other reasonable cause, including ill health if the employee's entitlement of sick leave has been fully utilised, seven day's casual leave with remuneration.

- (b) Not more than two day's casual leave shall be taken on consecutive days at any time except where such leave is on the grounds of ill health. Any casual leave availed of on the ground of ill health shall be subject to the provisions relating to sick leave in this Agreement.
- (c) No employee shall be entitled to casual leave immediately preceding or immediately following any period of annual leave.
- (d) In respect of any employee's first year of employment, excluding any period of probation, his casual leave shall be computed on the basis of one day for each completed period of two months service.
- (e) Casual leave will normally be granted on application without the employee being required to state the reason for the application, Where the Company finds it difficult to grant an application for casual leave its difficulty shall be notified to the employee as soon as possible after the application is made and in such case the employee may be required to state the reason for the application in order that the company may decide whether it is reasonable in the circumstances to grant him casual leave.
- (f) An employee shall make his application for casual leave 24 hours in advance.

9. **Sick Leave.**- (a) In any one year an employee shall be entitled to sick leave with remuneration not exceeding 21 days provided that :

- i. his illness supported by a certificate from a registered medical practitioner and the leave is recommended by the Company Doctor ; and
- ii. the employee has been in the company's service for not less than six months immediately preceding such leave.
- (b) In the first year of employment an employee's sick leave entitlement shall be computed on the basis of two working days for each completed period of two months service.
- (c) an employee substituting for another employee who is on maternity leave shall whenever necessary be re-assigned to the work she was performing before the assignment or work in a similar grade job on the return of the employee from maternity leave. On re-assignment of his/her previous job, the employee will be paid the standard production wage rates earned.
- (d) An employee will be permitted to avail himself of Sick Leave unsupported by a Medical Certificate subject to the following provisions:
 - i. The period in respect of which such unsupported Sick Leave will be allowed shall not exceed one day.
 - ii. The number of occasions on which such unsupported Sick Leave shall be allowed in any one year shall not exceed five occasions.
 - iii. Where an employee has on five occasions in an year availed himself/herself of sick Leave unsupported by a Medical Certificate, any further Sick Leave in that year shall be covered with a Medical Certificate and he shall inform the

company of his inability to report for work before the end of his shift (other than third shift employee who shall inform of his inability to report for work before the end of the general shift immediately following) if this procedure is not followed either in respect the submission of a valid Medical Certificate or informing the Company as aforementioned, his absence will be unauthorised and will be without pay.

10. **Annual Leave**

- (a) An employee will be entitled to annual leave in terms of the decisions of the Wages Board for the Tanning, Footwear and Leather Goods Manufacturing Trade subject to the sub-clause (b) hereunder.
- (b) The company shall be entitled to calendar 10 days of the said annual leave on consecutive working days during any year depending on the need to do so.
- (c) The balance annual leave, if any, may be availed of by an employee at times convenient to both the employee and the Company.

11. **Holidays**

- (a) The holiday with remuneration allowed each year shall be those listed in the company's Standing Orders and Rules and/or prescribed by the Wages Board decision for the Tanning, Footwear and Leather Goods Manufacturing Trade.
- (b) The Company will be entitled to call upon an employee to work on any such holiday and the employee shall be liable to perform such work unless he/she furnished the Company with a reasonable excuse personal to him.

12. **Provident Fund**

- (a) The Company shall contribute 12 percent (12%) and each employee 8 percent (8%) of an employee's earnings each week or month, as the case may be, to the Provident Fund.
- (b) Earnings' for this purpose shall mean only the earnings of an employee in terms of Schedule A, B, C, D and E hereto.

13. **Bonus :**

- (a) The Company will pay to each employee a Bonus equivalent to one and half months (1 1/2) (1/12th of the Gross Earnings)
- (b) In computing the Bonus Twelve Months period will be :
 - (i) In case of weekly paid employees the 52 week ending with week 44 of the year in which the Bonus is paid.
 - (ii) In the case of monthly paid employees twelve months ending on 31st October of the year in which the Bonus is paid.
 - (iii) For above calculation one twelfth (1/12th) of Provident Fund deductible income should be taken (excluding) overtime non-recurring cost of living gratuity, Night Shift Allowance and other extra payments.
 - (iv) The Union agrees that they shall not raise a dispute on the payment of any Bonus which is stated in the Collective Agreement.
- (c) The Gross earnings, excluding overtime, Non-Recurring cost of Living Gratuity and other extra payment for the 52 weeks period in the case of standard production wage earners will be computed thus :
All earnings for the bonus year less overtime, Non-Recurring Cost of Living Gratuity, Shift Allowance and other extra payments will be aggregated and divided by the total of the number of days in which the employee had actually worked and the number of days on which he had been on paid leave during the bonus year. The portion will be a day's average earnings of the employee. Provided that if a day's average earnings of an employee is less than 1/16th of the Minimum Basic Wage, then the Minimum Basic Wage will be deemed to be a day's Average earnings of that employee for the purpose of computing bonus. The gross earnings for the bonus year will be a day's average earnings multiplied by the total number of days on which the employee had actually worked plus the number of days on which he had been on paid leave during the bonus year.

14. **Grievance Procedure :**

- (a) Any employee is free to make representations to the Management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows:
 - (i) In the first instance, the matter shall be discussed with the department Supervisor.
 - (ii) If the matter is not settled by the departmental Supervisor, the employee may then, together with a Branch Union Committee Member in the employee's department, discuss the matter with the Group Supervisor who may, if he thinks it desirable, discuss the matter or refer same to the Factory Superintendent.

- (iii) In the event if the matter not being satisfactorily settled at stage (ii), the employee may together with a Branch Union representative discuss the matter with the Production Manager.
- (iv) In the event if the matter not being satisfactorily settled at stage (iii), the matter may be submitted in writing to the Human Resources Manager.
- (v) In the event if the matter not being satisfactorily settled at stage (iv) the Branch Union may make an appeal to the Managing director or his deputy in his absence.
- (vi) If no settlement is reached and the dispute related to any term or condition of employment or benefit, Clause 4 hereof shall apply.
- (b) The Branch Union is free to make representations to the management in respect of any grievance or other matter affecting the employees covered and bound by this Agreement generally and the procedure for settling the same shall be as follows:
 - (i) The Branch Union shall submit the matter in writing to the Human Resources Manager for settlement.
 - (ii) In the event of the matter not being satisfactory settled at stage (i) above, the Branch Union may make an appeal to the managing Director.
 - (iii) In the event of there being no satisfactory settlement after following (ii) above, the Union may make representations to the Employer's Federation of Ceylon and thereafter to the Commissioner of Labour.
 - (iv) If notwithstanding of the above no settlement is reached and the dispute related to any term or condition of employment or benefit, whether covered by this Agreement or otherwise, Clause 4 hereof shall apply.

15. Warning and Communications.-

- (a) If in the opinion of the Company an offence warrants a warning the same shall be conveyed to the employee by a letter.
- (b) An employee who refuses to accept receipt of a written communication by the Company shall be liable to disciplinary action.

16. Purchase of Leave.-

- (a) In respect of 2009 and subsequent years the Company will pay each employee a sum of money representing one day's basic minimum wage for each day of sick and casual leave not availed of by an employee, out of his sick and casual leave entitlement in respect of that year.
- (b) This payment in respect of any particular year will be made on or before 31st January of the succeeding year.
- (c) Notwithstanding the provisions of clause 9 hereof, where an employee has taken 14 days of his 21 days of Sick Leave, 25% of his Annual Bonus will be paid.

In addition to above (16-c)-

If an employee has additional 7 days leave made up of both Sick and Casual totaling up to 14 days, will be paid 50% of his Annual Bonus.

17. Retirement.-

- (a) On reaching the age of 60 years in the case of males and 50 in the case of females an Employee shall *ipso facto* retire and cease to be employed and there shall be no obligation on the Employer to give the Employee any notice of retirement.
- (b) For the purpose of determining the retirement age of an employee the date of birth as set out in the employee's Birth Certificates shall apply and in its absence, the age shown in the National Identity Card. In the event of both the Birth Certificate and National Identity Card not being available the age as declared by the employee to the Company is the Official application form for employment shall determine the employee's age for the purpose of retirement.
- (c) The Company may in its sole and absolute discretion offer temporary employment to an employee after his retirement on terms and conditions mutually agreed upon between the Company and the employee.

18. **Suspension.** -

- (a) An Employee may be suspended without pay by the Company -
 - (i) Pending an inquiry to be held by the Company on a charge or charges of misconduct which warrants dismissal.
 - (ii) In order to avoid a breach of peace or damage to the property or disturbance of the business of the Company.
 - (iii) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (b) At the time of the suspension under Sub - clause (a) (1) hereof or within twenty four (24) hours thereof the Company shall provide the Employee with a written order or letter of suspension specifying the reason for such suspension, and thereafter, hold an inquiry into the charge or charges against him, if the Management considers it necessary to establish the guilt or innocence of the accused.
- (c) If the Company after such inquiry makes order that :
 - (i) The employee shall not be dismissed, then the employee shall resume work forthwith and shall, subject to sub - clause (a) (iii) hereof be paid all wages and entitlements due during the period of suspension irrespective of any other punishment less than dismissal that may be imposed by the Company on the finding as to the charge or charges against the employee.
 - (ii) The employee shall be dismissed, the employee's dismissal shall take effect as from the date of his suspension and accordingly he shall not be paid for the period of such suspension.
 - (iii) In view of the seriousness involved in the nature of the charge or charges against the employee, the Company 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 the matter is there for referred to the Police or other authorities or in view of the seriousness involved in the nature of the charge or charges preferred against the employee, the matter has been previously referred to the Police or other authorities for investigations or inquiries and the outcome of such investigations or inquiries be awaited then in either of such circumstances the employee shall be suspended without pay.
- (d) If in any case where an employee is suspended as provided for herein the Company fails to make an order under paragraph (i) to (iii) of the preceding sub - clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal wages for the period of thirty (30) days from the date of such suspension and to his full wages for the period of suspension in excess of thirty (30) days up to the date on which the Company makes an order under paragraph (i) to (iii) of the preceding Sub-clause, irrespective of the outcome of the inquiry.
- (e) Suspension under sub-clause (a) (ii) hereof may continue for so long as the employee's continuance in employment with or is likely to be undesirable to be prejudicial to the proper investigation of the charges or the employer carrying on his business.

19. **Non Union Activities** .- The Union undertakes not to interfere in any of the following matters :

- (a) Social functions organised by the Company
- (b) Welfare services organised or sponsored by the Company
- (c) Other activities which are directly or indirectly sponsored by the Company
- (d) Matters that do not concern in membership

20. **Trade union Action** .- The Union and the employees covered and bound by the agreement agree that during the continuance of this Agreement or any renewal thereof, they shall not engage in any strike, go slow, boycott, demonstration or any other form of trade union or collective action in respect of any industrial dispute between the Company and the employees or the Company and the Union whether or not such dispute is related to this Collective Agreement.

21. **Overtime** .- If required by the Company, an employee shall work reasonable overtime which has been authorised by the Company. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is personal to the employee and acceptable to the Company shall constitute misconduct for which the employee shall be liable to disciplinary action.

22. **Employees transfers** .- (a) The provisions of this clause shall apply only in the event of a transfer within a department or to another department arising in consequence of a reduction in production or the elimination of a particular operation thus resulting in excess staff on that particular operation.

- (b) The term "transfer" used herein shall have the meaning assigned to it in 'a' above.
- (c) Where the proposed transfer is for a period less than three months, the Company will first attempt to provide the employee with work in the same department and his production earnings will be paid.

- (d) If the Company cannot find work for him in the same department on another operation he has performed earlier, the most junior Operator will be transferred to another department where his production earnings will be paid.
- (e) If on a transfer within or outside his department he does not achieve his minimum basic wage except in the event of a deliberate "go slow".
- (f) In the event of a transfer, the employee's name, new operation and the period of his transfer must be submitted to the Human Resources Department using the relevant form for each employee.
- (g) In the event of a permanent transfer of an employee from one operation to another operation the provisions of clause 6 (d) of the Collective Agreement will apply.
- (h) In effecting Transfers from one department to another -
 - (i) The employee who is the most junior on the particular operation will be transferred irrespective of his service in the Company.
 - (ii) Notwithstanding (a) above where an employee to be transferred on the guidelines set out in (a) above has a minimum of twenty-five years service in the same department, though not on the same job, he will not be transferred and will be offered anyone of the jobs he performed previously and the most junior person will be transferred instead.
 - (iii) Where due to the elimination of an operation an employee with a minimum of twenty five years of service in the same department is to be transferred, he will be given an alternative operation in the same department after a training programme of four weeks, with an average payment. If after the training programme he is found unsuitable, he will be transferred elsewhere he can be provided with work.

23. *Leave on Occasion of Death of Employee or Family Member.-*

- (a) In the event of the death of an employee in service, Company will donate LKR 100,000/-
- (b) In the event of the death of a confirmed employee in service, leave will be granted in the following manner for attendance at the funeral of such deceased employee.
 - (i) Provided the distance to the place of the funeral is such that attendance at the funeral will require less than four hours, leave from work for a period not less than four hours will be granted to :
 - (a) Employee in the general shift in the department in which the deceased employee worked.
 - (b) An Employee from each department
 - (c) Three branch union officials, and
 - (d) An Officer from death relief Society

To attend such funeral without loss of pay provided however that if employees other than those specifically identified above also attend the funeral during working hours such employees shall cover up for the work time lost on this account on another day within a week without any claim for additional payment by way of overtime or otherwise.
 - (ii) In the event of the place of the funeral being such that a period in excess of four hours is required for attendance, the Company will grant not less than nine hours of leave subject to the same conditions as given in (i) above.
 - (iii) The question of distance of the place of a funeral will be decided by mutual agreement between the Management and the Branch Union.
- (c) Transport Facility - Company agrees to grant LKR 10,000/- as transport facility.
- (d) In the event of a death of a family member of a confirmed employee, the employees of the department in which such employee is employed will be granted leave for a period depending on the distance of the place of the funeral but in any event not exceeding four hours which leave, such employees shall cover up by working in lieu without payment of overtime, on another day within a period of one week.
- (e) For the purpose of (d) above, family member shall mean spouse, child, father, mother, mother-in-law, Father - in - law and unmarried brothers and sisters under eighteen years of age.

Employees' Wedding :

- (1) Half 1/2 day leave will be granted to the respective department and employees. Such employee shall cover up for the work time loss on this account on any Saturday within two weeks without any claim for additional payment by way of overtime or otherwise.

PART II

Containing the Facilities and Concessions granted by the Company to the union

24. **Union Meetings.**- 1. The following provisions shall apply to meetings of the Branch Union :-

- (a) In respect of each meeting which the Branch Union desirous to hold at the Company's permises, an application for permission shall be previously made to the Company at least 24 hours prior to the date of the meeting.
- (b) If the Company decides to grant permission, the Company shall be entitled to impose, *inter alia*, one or more of the under noted conditions :-
 - (i) That no person other than an employee of the Company shall be present at a meeting of the Branch Union ;
 - (ii) On occasions when parent union officials are granted written permission to attend a branch union meeting, the Branch Union shall obtain the written approval of the Company, for such official or officials who is or are to attend the meeting and shall furnish his name or names, address or addresses and the official capacity or capacities or such person or persons in the parent union.
 - (iii) On occasions such as the Annual General Meeting of the Branch Union, office bearers of the parent Union may with previous approval of the Company, shall attend ;
 - (iv) Fix a time limit within which a meeting of the Branch Union shall be concluded or adjourned.
- (c) It shall be the duty of the Branch Union and its office bearers 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 office bearers to ensure that no damage is caused in the course of or in connection with meeting of the Branch Union to the Company's property or any person at the Company's permises, and the Union shall indemnify the Company and keep the Company indemnified against any such damage.

2. The following provisions shall apply to meetings of the Executive Committee of the Union :-

- (a) Without prejudice to the right of the Company to refuse to grant permission if in its discretion the exigencies of the circumstances warrants permission or if in its discretion the exigencies of the circumstances warrants refusal, the Company will generally grant permission to three members of the Executive Committee, a day's leave for 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 hours before the time appointed for holding the meeting of the Executive Committee.
- (b) For the purpose of Paragraph (a) above, the Union shall forthwith furnish the Company with a list of the employees covered and bound by the Agreement who are members of the Executive Committee and keep the Company informed of all changes therein which may be made from time to time. Subject to the amendments contained in this Agreement, the order of provisions contained in the original Collective Agreement shall continue to be in force.

25. **Duty Leave.**- Without prejudice to the right of the Company to refuse to grant permission if, in its discretion, the exigencies of the circumstances warrant refusal. The Company will generally grant permission for not more than three Office Bearers of the Branch Union :-

- (a) to be present at conferences held under the aegis of the Company or the Employer's Federation of Ceylon or the Department of Labour, in connection with a dispute between the Branch Union and the Company ;
- OR
- (b) to attend before Industrial Courts, or Arbitrators at the sole discretion of the Company.

In respect of such absence office bearers shall receive their minimum basic wage.

26. **Domestic Inquiries.**-

- (i) An employee in respect of whom a domestic inquiry is held in respect of charges framed against him shall be entitled to request that a member of the union be present as an observer at the domestic inquiry.
- (ii) The employee shall, at least forty eight (48) hours before the time appointed for the commencement of the inquiry submit to the Company the name of such Observer, and the Company shall allow an observer unless in the opinion of the Company the exigencies of business warrant refusal.
- (iii) An Observer may answer any questions which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee or otherwise partake in the inquiry.
- (iv) 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.

- (v) The absence of an Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings there at, nor the findings pursuant thereto.

27. **Check Off.**— (i) During the continuance in force of this Collective Agreement and provided the Union has not less than 40 percent membership among the employees covered and bound by this Agreement, the Company shall on the written request of an employee deduct every month from the wages due to such employees the current union dues as specified by the employees to be payable by the employee to the union and remit the amount so deducted to the Union in accordance with the procedure and upon the subject to the conditions hereinafter set forth.

- (ii) Every employee, who agrees to the deduction of Union dues from his earnings, shall sign a statement to that effect in the form set out in Form No. 1 in Schedule F hereto and hereinafter referred to as an "Authorisation".
- (iii) 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 in Schedule F hereto and hereinafter referred to as a "Revocation".
- (iv) 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.
- (v) 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 the Company shall not be liable in any manner whatsoever to the Union or the employee concerned for the failure to comply with sub clause (iv) or (v) ;
 - (b) that in its discretion the Company shall be entitled not to make deductions by way of check off for any period in which the deductions by way of check off together with all other deductions from the employee's wages exceed the deductions permitted by law.
- (vi) The Company shall, not later than the fifteenth day of the month succeeding the month in which deductions have been made remit the Union dues deducted from the wages of employees to the Treasurer of the Union in accordance with the tenor of such authorisation, by a cheque payable to the Treasurer thereof and crossed 'Account Payee'.
- (vii) 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.
- (viii) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (ix) The Company shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the union dues actually deducted.

28. **Breaches Of The Agreement By The Union And/ or Its Members :-**

If in the opinion of the Employer's Federation of Ceylon the Union or its members have committed a breach of this Agreement then in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Company in Part II of the Agreement and the same shall stand withdrawn without prejudice to the Company's right to restore such facilities and concessions upon such terms and conditions as the Company and the Employer's Federation of Ceylon may decide.

29. **Cessation Of Facilities.-**

The facilities and concessions in Part II of this Agreement shall ipso facto cease on the termination of this Agreement.

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.

Words	Meaning
Branch Unions	The Branch Union of the Wanija Ha Karmika Sevaka Sangamaya in the Company.
Dispute	Shall have the same meaning as in the Industrial Disputes in the Industrial Disputes Act (1950) as amended or in any act enacted by the National State Assembly to replace the Industrial Dispute Act Subject to the provision that it shall not include a dispute involving the variation of this Collective Agreement or one which is in breach of it.
Union	The Wanija Ha Karmika Sewaka Sangamaya.
Employee	An employee covered and bound by this Agreement. Word importing the masculine gender shall include the feminine. Words Importing the singular number shall include the plural and vice Versa.

[illegible]

ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

1. ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

නාමය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය
1	2	3	4	5	6	7	8	9

ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

2. ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

නාමය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය
1	2	3	4	5	6	7	8	9

ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

3. ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය

නාමය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය	ප්‍රධාන මණ්ඩලයේ සේවකයින්ගේ නාමාවලිය
1	2	3	4	5	6	7	8	9

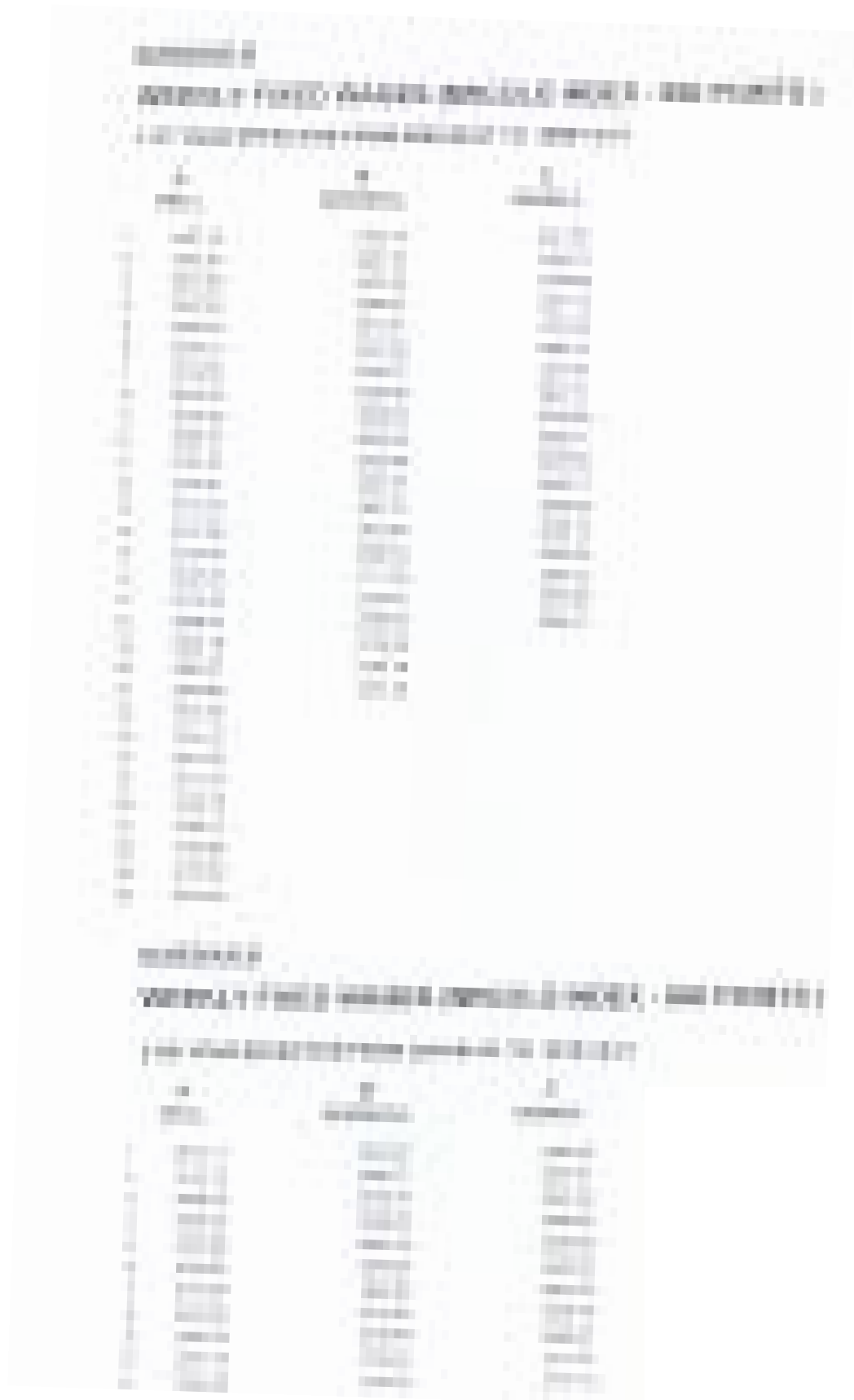




TABLE 1		
ANNUAL PERCENT SALARY INCREASES (1980-1981 TO 1981-1982)		
Year	1980-1981	1981-1982
1980-1981	1.5	1.5
1981-1982	1.5	1.5
1982-1983	1.5	1.5
1983-1984	1.5	1.5
1984-1985	1.5	1.5
1985-1986	1.5	1.5
1986-1987	1.5	1.5
1987-1988	1.5	1.5
1988-1989	1.5	1.5
1989-1990	1.5	1.5
1990-1991	1.5	1.5
1991-1992	1.5	1.5
1992-1993	1.5	1.5
1993-1994	1.5	1.5
1994-1995	1.5	1.5
1995-1996	1.5	1.5
1996-1997	1.5	1.5
1997-1998	1.5	1.5
1998-1999	1.5	1.5
1999-2000	1.5	1.5
2000-2001	1.5	1.5
2001-2002	1.5	1.5
2002-2003	1.5	1.5
2003-2004	1.5	1.5
2004-2005	1.5	1.5
2005-2006	1.5	1.5
2006-2007	1.5	1.5
2007-2008	1.5	1.5
2008-2009	1.5	1.5
2009-2010	1.5	1.5
2010-2011	1.5	1.5
2011-2012	1.5	1.5
2012-2013	1.5	1.5
2013-2014	1.5	1.5
2014-2015	1.5	1.5
2015-2016	1.5	1.5
2016-2017	1.5	1.5
2017-2018	1.5	1.5
2018-2019	1.5	1.5
2019-2020	1.5	1.5
2020-2021	1.5	1.5
2021-2022	1.5	1.5
2022-2023	1.5	1.5
2023-2024	1.5	1.5
2024-2025	1.5	1.5
2025-2026	1.5	1.5
2026-2027	1.5	1.5
2027-2028	1.5	1.5
2028-2029	1.5	1.5
2029-2030	1.5	1.5
2030-2031	1.5	1.5
2031-2032	1.5	1.5
2032-2033	1.5	1.5
2033-2034	1.5	1.5
2034-2035	1.5	1.5
2035-2036	1.5	1.5
2036-2037	1.5	1.5
2037-2038	1.5	1.5
2038-2039	1.5	1.5
2039-2040	1.5	1.5
2040-2041	1.5	1.5
2041-2042	1.5	1.5
2042-2043	1.5	1.5
2043-2044	1.5	1.5
2044-2045	1.5	1.5
2045-2046	1.5	1.5
2046-2047	1.5	1.5
2047-2048	1.5	1.5
2048-2049	1.5	1.5
2049-2050	1.5	1.5
2050-2051	1.5	1.5
2051-2052	1.5	1.5
2052-2053	1.5	1.5
2053-2054	1.5	1.5
2054-2055	1.5	1.5
2055-2056	1.5	1.5
2056-2057	1.5	1.5
2057-2058	1.5	1.5
2058-2059	1.5	1.5
2059-2060	1.5	1.5
2060-2061	1.5	1.5
2061-2062	1.5	1.5
2062-2063	1.5	1.5
2063-2064	1.5	1.5
2064-2065	1.5	1.5
2065-2066	1.5	1.5
2066-2067	1.5	1.5
2067-2068	1.5	1.5
2068-2069	1.5	1.5
2069-2070	1.5	1.5
2070-2071	1.5	1.5
2071-2072	1.5	1.5
2072-2073	1.5	1.5
2073-2074	1.5	1.5
2074-2075	1.5	1.5
2075-2076	1.5	1.5
2076-2077	1.5	1.5
2077-2078	1.5	1.5
2078-2079	1.5	1.5
2079-2080	1.5	1.5
2080-2081	1.5	1.5
2081-2082	1.5	1.5
2082-2083	1.5	1.5
2083-2084	1.5	1.5
2084-2085	1.5	1.5
2085-2086	1.5	1.5
2086-2087	1.5	1.5
2087-2088	1.5	1.5
2088-2089	1.5	1.5

RESEARCHER:
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 (U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES)

[illegible]

Year	Number of cases	Number of deaths
1990	100	10
1991	110	11
1992	120	12
1993	130	13
1994	140	14
1995	150	15
1996	160	16
1997	170	17
1998	180	18
1999	190	19
2000	200	20
2001	210	21
2002	220	22
2003	230	23
2004	240	24
2005	250	25
2006	260	26
2007	270	27
2008	280	28
2009	290	29
2010	300	30
2011	310	31
2012	320	32
2013	330	33
2014	340	34
2015	350	35
2016	360	36
2017	370	37
2018	380	38
2019	390	39
2020	400	40

ප්‍රකාශනය 1

සමාජවාදී ජනරජයේ සමාජවාදී ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රයේ 2010.08.09 දින

අති විශේෂ ගැසට් පත්‍රයේ 2010.08.09 දින

අංකය	නම	විස්තරය	ප්‍රධාන
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
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SCHEDULE - DD
STEPS FOR WAGES STRUCTURE FOR ENGINEERING DEPT

1. An unskilled worker seeking a promotion to the semiskilled grade should have served a minimum of 5 years in the unskilled grade and have during this period attended a practical course of training in one of the Technical Colleges and his basic grade course duration should be a minimum of 6 months (part time). Further he should satisfy that he has gathered sufficient knowledge.

or

A person has to stay a Minimum of 10 years in unskilled grade and prove to the satisfaction of his supervisors of his capabilities for promotion from unskilled to semiskilled.

2. A semiskilled worker seeking a promotion, should have worked a minimum of 07 years as a semiskilled worker and satisfy his superiors his capabilities handling skilled work.

Further he should have suitable technical qualifications covering his Trade obtained from a Technical College and should be conversant in reading manuals catalogues, etc., in his trade.

3. Trade Learners and Apprentices should have followed a full time course in their respective field for a period not less than 3 years. After a period of one year they will be entitled to go to a semiskilled grade provided they satisfy their superior of their capabilities.

SCHEDULE - E

The Company shall pay to each of the standard Production wages rated employee covered and bound by this Agreement an annual long service award commencing in December 1991 and thereafter in December of each succeeding year during the continuance in force of this Agreement. Provided, however, that such Long Service Award shall not be payable to any employee who has not completed a full calendar year's service. The Long Service Award shall be paid in accordance with the scales set out below and such award shall be deemed to be part of wages only for the purpose of computing the bonus referred to in Clause 13 of this Agreement and Provident Fund Contributions.

YEARS OF SERVICE

LONG SERVICE AWARD

1 - 5 years	LKR	525/-
6 - 10 years	LKR	665/-
11 - 15 years	LKR	835/-
16 - 20 years	LKR	985/-
21 - 25 years	LKR	1,150/-
26 years and above	LKR	1,500/-

**MEMORANDUM OF SETTLEMENT ENTERED INTO UNDER THE
PROVISIONS OF THE INDUSTRIAL DISPUTES ACT NO 1950 (AS AMENDED)**

BETWEEN

BATA SHOE COMPANY OF CEYLON LIMITED
(HEREINAFTER REFERRED TO AS "THE COMPANY")

AND

THE COMMERCIAL & INDUSTRIAL WORKERS' UNION
(HEREINAFTER REFERRED TO AS "THE UNION")

The matters set out in the list of demands annexed to the Union's letter to the Company of 09th July 2008 are all deemed to be settled in terms of the Collective Agreement entered into between the parties on 22nd December 2009 and by this Memorandum of settlement. A copy of the Union demands annexed to the letter of 09.07.2008 is annexed hereto as Annexure I.

DURATION OF THE COLLECTIVE AGREEMENT

The effective period of the collective agreement should be from 01 st January to 31st December. The collective agreement will be for three year period starting from 01 st January 2009

DEMAND NO. 01 - WAGES

(a) Wages scale

The Company agrees to revise the wage scales of the respective categories of employees as set out hereunder and accordingly, the wages of employees will be increased as follows :

No salary increase will be given from 01 st August 2008 to 31 st December 2008

1st year (01 st January 2009 to 31 st December 2009)

There will not be any increase to the wages during the period from 1 st January 2009 to 31 st July 2009

An increase by a sum equal to two percent (2%) of the wages applicable as at 31 st July 2009, will be given with effect from 1st August 2009.

2nd year (01 st January 2010 to 31 st December 2010)

An increase by a sum equal to six percent (6%) of the wages applicable as at 31 st December 2009, will be given with effect from 1st January 2010.

3rd year (01 st January 2011 to 31 st December 2011)

An increase by a sum equal to six percent (6%) of the wages applicable as at 31 st December 2010, will be given with effect from 1st January 2011.

DEMAND NO. 02- 6000 points of NRCOLG to be incorporated in to the salary Present Practice will be continued and Rs. 7500/- will be paid as an advance monthly.

DEMAND NO. 03- To Change the NRCOLG payment period from March to February Present Practice will be continued and period will be from April to March

DEMAND NO. 04- To grant salary advance to all monthly paid employees No advance will be paid as present practice will be continued.

DEMAND NO. 05- Any salary increase announce by the Government during the existence of the Collective agreement should be granted Present practice will be continued

DEMAND NO. 06- To decrease the number of scales in grade B and C Same grades will be remained unchanged

DEMAND NO. 07- To decrease the piece rate scales in grade 8 to 6 Same grades will be remained unchanged

DEMAND NO. 08- Transport charges should be borne by the company when participate for employee's Funeral.
Clause No. 23 (c) will be applied

DEMAND NO. 09- When the death of any employee the donation for the dependants to be double. Clause No. 23 (a) will be applied

DEMAND NO. 10- A new insurance policy which could give more benefits to be implemented Payment will be continued under the workman compensation act.


DEMAND NO. 11- Picnic should be allowed once a year.
Rs. 60,000/- will be given by the Company per year

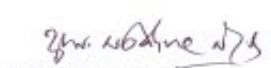
DEMAND NO. 12- To re open the Company kitchen
As per the present practice the services will be remained out source

DEMAND NO. 13 - Refrain from purchasing meals packets from outside sources.
As per the present practice the service will be remained out source

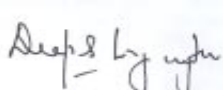
- DEMAND NO. 14** - Employees those who have completed 25 years should be given gold sovereign and those who have completed 10 years to be given table fan as a long service gift.
An employee will receive a gift to the value of Rs 15,000/- after completion of 25 years service in the company and nature of the gift will be decided by the management.
- DEMAND NO. 15** - To provide spectacles those who need.
Rs. 500/- will be paid once in two years.
- DEMAND NO. 16** - To increase the value of the shoe purchase card to LKR 20,000/- at a discount of 25%
Rs. 15,000/- worth of shoe card will be issued per year. Own product can be purchased at 20% discount.
- DEMAND NO. 17** - To grant 2 days casual leave after reporting to the work.
Present practice will be continued.
- DEMAND NO. 18** - To increase 2nd shift allowance up to 15% and 3rd shift allowance up to 20%.
The shift allowance will be remained unchanged as second shift will be 12.5% and third shift will be 15%.
- DEMAND NO. 19** - Employees who work the places where dust available should be paid dust allowance Present practice will be continued.
- DEMAND NO. 20** - To grant a risk allowance to be paid employees who works in risky places.
Present practice will be continued.
- DEMAND NO. 21** - To pay LKR 250/- per day for working on annual leave day.
Present payment of Rs 50/- per day will be continued.
- DEMAND NO. 22** - To increase Service Allowance by LKR 1000/-
This will be paid as per the Schedule E.
- DEMAND NO. 23** - To grant a one week maternity leave with salary for the father. present practice will be continued.
- DEMAND NO. 24** - To increase Grade V Scholarship award up to LKR 7, 500/-
The Company will grant a Scholarship Award of LKR 5,000/- per child for 15 children of employees who have qualified at the Scholarship examination.
In the event of there being more than 15 such children, the Company select the 15 on merit based on marks obtained by those who got through their Scholarship examinations. Pair of shoe also will be given.
- DEMAND NO. 25** - To university entrance award increase up to LKR 15, 000/-
The Company will grant a Scholarship Award of LKR 10,000/- per child for 10 children of employees who have qualified for University Entrance. In the event of there being more than 10 such children, arrangement will be made with the university to choose the 10 most meritorious. The amount shall be same for the entire University stay of each student. Pair of shoe also will be given.
- DEMAND NO. 26** - To grant a bonus equivalent to two months salary. Clause No. 13 will be applied.

The facilities that the company has offered in the past collective agreements will be continued to remain valid unless varied by the agreement


Cesar Alex Panduro Arevalo
For & on behalf of
BATA SHOE COMPANY
OF CEYLON LIMITED


N Saranapala De Silva
For & on behalf of
COMMERCIAL & INDUSTRIAL
WORKERS' UNION

Signed before me on the 22nd day of December 2009.


Signed by