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PART I : SECTION (I) – GENERAL Government Notifications

My No.: CI / 1458.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Premium Exports Ceylon Limited, No. 258, Grandpass Road, Colombo 14, of the one part and the Inter Company Employees Union, No. 158 / 18, E. D. Dabare Mawatha, Colombo 05 of the other part on 21st August, 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 August, 2010.

Collective Agreement No. 56 of 2010

COLLECTIVE AGREEMENT

This Collective Agreement made this 21st day of August, Two Thousand and Nine, to take effect from the 1st day of June, Two Thousand and Nine pursuant to the Industrial Disputes Act between Premium Exports Ceylon Limited, a Company duly registered in Sri Lanka under the Companies Ordinance and having its registered office at 258, Grandpass Road, Colombo 14, (hereinafter referred to as the Employer) of the One Part and the Inter Company Employees Union, a Trade Union duly registered under the "Trade Unions" Ordinance Act and having its registered office at No. 158 /18, E. D. Dabare Mawatha, Colombo 5, (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 Premium Exports Ceylon Limited; workers' Collective Agreement of 2009 and Assistant Production Worker's Collective Agreement of 2009.

REGISTRATION : An application will be made by the Company to the Commissioner of Labour for registration of this Agreement under the Industrial Disputes Act.

1A – G 13374– 395 (2010/09)

1. **Employer' Covered and Bound.** - Premium Exports (Ceylon) Limited.

2. **Employees Covered and Bound.** - This Agreement shall cover and bind all permanent employees of the employer, in its establishment at Agarapatana (Premium exports Ceylon Limited-Agarapatana), employed in the positions for which salary scales have been set out in the First and Second Schedule hereto and are members of the Union, as at date and those who will be so employed during the period of this Agreement.

3. **General Terms and Conditions of Employment.** - During the continuance in force of this agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this agreement and an Employee covered and bound by this agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof or during the continuance in force of this Agreement.

4. **Earlier Collective Agreements.** - The provisions of this Agreement shall supersede, and replace the provisions of the premium Exports Ceylon Limited Workers' Collective Agreement of 2004 and Assistant Production Workers Collective Agreement of 2006.

5. **4 Crew 3 Shift System.** - The Workers Union agree to 7 days work as discussed on a 4 crew 3 shift system with 6 days work and 2 days off. Sunday/Saturday work would be as per Clause 13 of this Collective Agreement. This is not applicable for workers who are on General Shift.

6. **Rationalization of Man Power.** - The Workers Union agrees to the reduction of man power as set out in the Third Schedule.

7. **Production/Attendance Incentive Schemes.** - The newly agreed Production/ Attendance Incentive Schemes will be applicable as set out in the Fourth Schedule hereto on implementation of 4 crew 3 shift System.

8. **Probation.** - Every employee recruited by the employer shall serve an initial Period of probation of not more than six (6) months, provided however, that if during the six (6) months probationary period the employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (3) months and in that event the employer shall indicate to the employee in writing the reasons indicate why the probationary period has been extended during the Period of probation or extended probation the employer shall have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the employer, the employee shall be deemed to be confirmed in his employer's service with effect from the day after the date on which the period of probation or extended probation as the case may be ended.

9. **Attendance.** -

- (1) Unless otherwise specifically instructed by the Employer an employee shall present himself for work on every day (other than a Company holiday) at the usual starting time of the office, factory, or job as the case may be and shall there remain available for work throughout the normal working hours.
- (2) If at the office, factory or job work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform other work within his capacity and skill where such work is available within the Company.
- (3) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

10. **Hours of Work.** - The normal working hours shall be those hours which are customarily worked at a Store, Factory, Laboratory or job as applicable to the 4 Crew 3 Shift Systems in the establishment of the Employer or stipulated in his letter of appointment.

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

12. **Overtime.** - (1) An employee shall work reasonable overtime when required to do so by the employer and co-operate with the management for better output and the employer shall extend its co-operation to the employees to achieve same. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.

- (2) Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 23 (a) hereof.

13. **Holidays.** - (1) An employee shall be entitled to holidays as prescribed by the shop & Office Employees' Act. In respect of every 6 days of work an employee shall be allowed 2 days holidays. As per 4 Crew 3 Shift System Saturday and Sundays will be normal working days depending on the roster.

(2) The employer will grant an employee the following for working on Saturdays and Sundays :-

- (a) For any work performed after 5 hours on Saturdays, the employee shall be remunerated at one and a half (1 1/2) times the normal hourly rate for each hour or proportionately for any fraction of an hour,
- (b) for any work performed on Sunday, the employee shall be remunerated at double the normal hourly rate for each hour or proportionately for any fraction of an hour

14. **Annual Holidays.** - From the second year of employment onwards an employee shall be entitled to take fourteen (14) days of annual holidays with full remuneration of which not less seven (7) days shall be taken on consecutive days. Such leave shall have to be availed of on days to be mutually agreed upon by the employer and employee. This is applicable to employees in First and Second Schedules.

15. **Casual Leave.** - 1. In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health if that Person's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration. Provided however, that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health and that any employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employees first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two (02) months service.

2. Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where the employer finds it difficult to grant the application for casual leave his difficulty shall be notified to the employee as soon as possible after the application is made and in such case the employee shall be required to state the reasons for the application in order that the employer may decide whether it is reasonable in the circumstances to grant casual leave. This is applicable to employees in First and Second Schedules.

16. **Sick Leave.** - For any year, an Employee shall be entitled to sick leave not exceeding twenty one (21) days. This sick leave of 21 days is applicable to employees salary scales set out in the First Schedule. Provided that -

- (a) his illness is supported by a certificate from a registered medical practitioner (unless waived by the employer) and approved by the Company Medical Officer, and
- (b) the Employee shall not be on probation within the meaning of Clause 8 hereof. Provided however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months probation.

17. **Public Holidays.** - 1. The employer shall allow the following holidays normally applicable to the employees under the Shop & Office Employees Act.

- i. Thai Pongal Day
- ii. Prophet Mohamed's Birthday
- iii. National Day
- iv. Day preceding Sinhala & Tamil new year
- v. Sinhala & Tamil new year day
- vi. May day
- vii. Day following Wesak Full Moon poya day
- viii. Christmas day

Provided however that an employee may be employed on a public holiday subject to the payment of overtime

2. If any public holiday to which an employee is eligible under

3. the provision of sub-clause (1) falls on a Sunday, a day either in the six (6) days immediately Preceding or in the six (6) days immediately succeeding such public holiday shall be granted to the employee as a weekly holiday in accordance with the provisions of Clause 13 hereof.
4. if any public holiday to which an employee is eligible under provisions of sub-clause (1) falls on a Saturday, the number of hours constituting the normal working day (inclusive of one hour for a meal) on the day immediately preceding such public holiday shall be as on a Saturday.

18A. *Salaries and Conversion to new Scales - Minor Staff & Workers. -*

1. As from the First day of June Two Thousand and Nine, each employee covered and bound by this Agreement shall be paid a monthly consolidated salary on the basis of the scales of consolidated salaries set out in the First Schedule hereto. The salaries in the First Schedule hereto have been consolidated at the Colombo Consumer Price index figure of 3236. To arrive at the salaries in the First Schedule, a sum equal to 10% of the commencement point on each grade in the salary scales applicable under the Premium export Ceylon Limited, Agarapatana Workers Collective Agreement of 2004 has been added to such commencement point in addition to a sum of Rupees One Thousand Two Hundred (Rs. 1,200/-) to represent 600 points in the Colombo Consumer Price index multiplied by Rupees Two (Rs. 2/ =) per point consolidated with the salary scales from the Non-Recurring Cost of Living Gratuity payment.
2. To ascertain the monthly salary payable to an employee with effect from First June Two Thousand and Nine, the following provisions shall apply.
 - (a) A sum equal to 10% of the monthly salary paid to an employee as at May Two Thousand and Nine shall be added to the said salary.
 - (b) To the amount arrived at in terms of (a) above, a sum of Rupees One Thousand Two Hundred (Rs. 1,200/-) to represent 600 points on the Colombo Consumer Price Index multiplied by Rupees two (Rs. 2/=) per point shall be added.
 - (c) Each employee shall thereafter be placed on the corresponding point in monetary terms in the salary scale set out in Schedule One hereto in the grade applicable to him.
3. With Effect from the first day of June Two Thousand and Ten, the salaries payable to each employee shall be increased by a sum equal to 8% of the salary paid to such employee as at May Two Thousand and Ten.
 - (a) Each employee shall thereafter with effect from first June Two Thousand and Ten be placed on the corresponding point in monetary terms on the grade applicable to such employee on the salary scale revised in terms of 18A - clause 3.
4. With effect from the First day of June Two Thousand and Eleven, the salaries payable to each employee shall be increased by a sum equal to 7% of the salary paid to such employee as at May Two Thousand and Eleven.
 - (a) Each employee shall thereafter with effect from first June Two Thousand and Eleven be placed on the corresponding point in monetary terms on the grade applicable to such employee on the salary scale revised in terms of 18A - clause 4.

18B. *Salaries and Conversion to new Scales - Assistant Production workers.*

1. As from the First day of June Two Thousand and Nine, each employee covered and bound by this Agreement shall be paid a monthly consolidated salary on the basis of the scales of consolidated salaries set out in the Second Schedule hereto. The salaries in the Second Schedule hereto have been consolidated at the Colombo Consumer Price Index figure of 3236. To arrive at the salaries in the Second Schedule, the Budgetary Relief Allowance of Rs. 1,000/- has been taken into consideration in the salary scales applicable under Clause 6 -wage scale of the premium Exports Ceylon Limited, Assistant Production Workers Collective Agreement of 2006. In addition to a sum of Rupees One Thousand Two Hundred (Rs. 1,200/=) to represent 600 points in the Colombo Consumer Price Index multiplied by Rupees Two (Rs. 2/=) per point consolidated with the salary scales from the Non-Recurring Cost of Living Gratuity payment.
2. To ascertain the monthly salary payable to an employee with effect from First June Two Thousand and Nine, the following provisions shall apply.

- (b) A sum equal to 10% of the monthly salary paid to an employee as at May Two Thousand and Nine shall be added to the said salary.
- (c) To the amount arrived at in terms of (a) above, a sum of Rupees One Thousand Two Hundred (Rs. 1,200/=) to represent 600 points on the Colombo Consumer Price Index multiplied by Rupees Two (Rs. 2/=) per point shall be added.
- (d) Each employee shall thereafter be placed on the corresponding point in monetary terms in the salary scale set out in Schedule One herto in the grade applicable to him.

3. With effect from the First day of June Two Thousand and Ten, the salaries payable to each employee shall be increased by a sum equal to 8% of the salary paid to such employee as at May Two Thousand and Ten.

- (e) Each employee shall thereafter with effect from first June Two Thousand and Ten be placed on the corresponding point in monetary terms on the grade applicable to such employee on the salary scale revised in terms of 18B - clause 3.

4. With effect from the First day of June Two Thousand and Eleven, the salaries payable to each employee shall be increased by a sum equal to 7% of the salary paid to such employee as at May Two Thousand and Eleven.

- (b) Each employee shall thereafter with effect from first June Two Thousand and Eleven be placed on the corresponding point in monetary terms on the grade applicable to such employee on the salary scale revised in terms of 18B - clause 4.

19. **Notional Arrears.**- By way of notional arrears in respect of the period First day of December 2007 to the Thirty first of May 2009, the employer shall pay each employee covered and bound by this Agreement a lump sum equal to a 10% increase of the basic salary which include the payment of bonus as well. There would be no EPF, ETF, overtime calculations or any other statutory payments in respect of the notional arrears. This payment shall not be regarded as an employee's salary for any purpose whatsoever. The payment shall be made within fourteen (14) days of the signing of this Agreement.

20. **Production.**- In consideration of the salary increase as referred to as Clause 18A and 18B the Union and the employees agree with the employer that the raw material feed (i.e. BMF) to the Factory extractor shall be increased from 1600 Kg. per hour to 2000 Kg. per hours. For the increase in Green Leaf feed - up to 35,000 Kgs No payment. From 36,000 Kgs. to 45,000 Kgs Rs. 12/- per 1,000 kgs. of Green Leaf per day. This volume increase would be handled by the existing number of employees all the way from the BMF feed (to Conveyor) until the finished product is dispatched out of the Company premises.

21. *Non-Recurring Cost of Living Gratuity*

- (1) During the continuance in force of this Agreement, an Employee shall be entitled to receive and the employer shall be liable to pay in July every year in respect of the preceding twelve (12) months commencing the First day of July 2010, a non - recurring Cost of Living Gratuity ascertained in terms of the under noted formula.

THE FORMULA :

If the average of the Colombo Consumers' price index for the qualifying period exceeds the figure, at which employee salaries are consolidated during the relevant period, a sum computed at Rupees Two (Rs. 2) for each complete point (i.e. 1.0) by which such average exceeds such consolidated figure in respect of each month of service during the qualifying period. (the qualifying period shall be 1st July to 30th June of the succeeding year)

- (2) As the salaries of the employees during the period 1st June 2009 to 31st May 2012 was consolidated at the Colombo Consumer's Price Index figure of 3236 the Non - recurring Cost of Living Gratuity for such period shall be computed and paid at the basic index figure of 3236.

22. *The payment of Non-Recurring Cost of Living Gratuity in the manner set out above, shall be subject to the following qualifications.*

- (i) Such non - recurring Cost of Living Gratuity shall also be payable by the employer to any employee who is entitled to receive same by virtue of his service under the employer during a part of the qualifying period and is not in the employer's service when the non - recurring Cost of Living Gratuity becomes payable in July of any year and such gratuity is also payable to an employee who joins the service of the employer during the qualifying period. In such event, the employee shall receive such gratuity only in respect of the number of completed months of service he has to his credit during the qualifying period.

- (ii) Non - recurring Cost of Living Gratuity shall not be payable to an employee in respect of any day or month in respect of which he received no salary for any reason whatsoever.
- (iii) The employer shall be entitled to deduct from the non - recurring Cost of Living Gratuity any advance paid against the Non - recurring Cost of Living Gratuity.
- (iv) The Non - recurring Cost of Living Gratuity shall not be regarded as a part of an employee's salary for any reason including the payment of EPF, ETF, Overtime, Gratuity or Bonus.

23. **Wages for periods Less than one month.**- For the purpose of this Agreement the wages of any employee for periods less than one month shall be computed in the following manner :

- (a) for one hour - the monthly wage divided by two hundred and forty (240);
- (b) for one day - the monthly wage divided by thirty (30);
- (c) for one half day (either - a day's wage ascertained as above divided by two (2); morning or afternoon)
- (d) for one week - a day's wage ascertained as above multiplied by seven (7).

24. **Rates of Provident Fund Contributions.**- (1) The employer and an employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act No. 15 of 1958.

(2) Subject to the Provisions of the Employees Trust Fund Act, No. 46 of 1980, where the employer and the employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

25. **Annual Increments.**- The annual increments provided in each of the scales of consolidated wages in the First Schedule and Second Schedule annexed hereto shall be automatic unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred, in which case where an increment is;

- (a) Deferred, the loss of increment shall be continuous through out the year,
- (b) Stopped, the loss of increment shall only be for the period of stoppage during the year,
- (c) Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision, an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof, shall accrue to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

26. **Warnings.**- If in the opinion of the Employer, an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses. Provided however, that the Union disputes the warning imposed on the employee by the employer and requests the holding of an inquiry, the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.

27. **Suspension.**- (1) An Employee may be suspended without pay by his Employer ;

- (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal ;

(b) in order to avoid a breach of peace or damage to the property or disturbance of the business of the employer,

(c) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.

2. At the time of suspension under Sub-clause (i) (a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges against him, if any.

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

- (1) Irrespective of whether an Employee has been suspended under Clause 27 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee, and such show cause notice shall give the Employee not less three (03) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (2) Within three (03) clear working days after the date of the show cause notice, the employee shall furnish in writing to the employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an employee to the employer, the employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (3) If the Employer is satisfied with the written answer or explanation of the employee, the employee, shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
- (4) If the Employer is not satisfied with the written answer or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within Ten(10) days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) After holding such inquiry, the employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes order that :
 - (a) the employee shall not be dismissed then the employee shall resume employment forthwith and shall subject to the provisions of Sub - clause 25 (c) hereof be paid all wages, and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the finding as to the charges in the show cause notice ;
 - (b) the employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension ;
 - (c) In view of the serious or involved nature of the charges, in the show cause notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigation or inquiries and that the matter be therefore, referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee, the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances, the employee may remain suspended without pay.
- (7) If in any case where an Employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c), of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.

- (8) In any case where an employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the employee unless they are prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.

29. **Retirement.** - On reaching the age of fifty five (55) years an employee shall ipso facto retire and cease to be employer by his employer and there shall be no obligation on the employer to give the employee any notice of such retirement, provided however, that an employee who has retired may, in the discretion of his employer, be employed after his retirement on a temporary basis on such terms and may be mutually agreed.

30. **Termination of Service.** - 1. Every contract, whether oral or written for the hire of any employee by the employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of Clause 8 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one (1) month and to be renewable, from month to month and shall be deemed and taken in law to be so renewed, unless one month's notice be given by either party to the other of his intention to be determine the same and such month has expired.

2. Where an employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the employee to complete the job within a reasonable time.

31. **Gratuity.** - All employees who have served in excess of five years but less than ten years shall be entitled to gratuity in cessation of employment in accordance with the provisions of the Payment of Gratuity Act No. 12 of 1983. Employees who have served in excess of ten years will be paid gratuity at the rate of one month's salary for each year of service up to a maximum limit of 30 months salary.

32. **Medical fund.** - 1. The contribution made monthly towards the medical fund by an employee and the employer on his behalf shall be Rupees Seven Hundred and Fifty (Rs. 750/=) respectively so long as an employee remains in the membership of the Fund. This is applicable to employees in First Schedule and Second Schedule.

2. Surgical and Hospital Expenses Medical Insurance Cover of Rs. 125,000/- per family unit through a Reputed Insurance Company on an agree premium payment per year. Employer would pay 52.5% and employee 47.5% of the premium. In the event of any increase in premium the Employer/ Employee would pay the increase amount at the agreed percentage rate of 52.5% and 47.5% respectively. This is applicable to employees in First Schedule and Second Schedule.

33. **Workmen's compensation.** - All employees shall be entitled to the Workmen's Compensation under the Workmen's Compensation (Amended) Act.

34. **Provision of Transport for Medical Assistance.** - The employer will provide facilities for transport of employees for medical purposes up to a maximum of 36 occasions per quarter of each year. Such transport will be extended to Talawakelle. For distances in excess of the mileage to Talawakelle, the employer will levy a charge of Rupees Forty Five (Rs. 45/=) per mile from the employees. This is applicable to employees in First Schedule and Second Schedule.

35. **Medical Inspections and Supply of Protective Clothing.** - The employer shall make arrangements for the inspection of the general health and sanitary conditions of the establishment by a qualified medical practitioner.

36. **Pilgrimages.** - The employer will pay each employee Rupees Two thousand (Rs. 2,000/=) per year for the purpose of a Pilgrimage. This is applicable to employees in First Schedule and Second Schedule.

37. **Transport for Funerals.** - The employer will provide transport to the employees to attend a funeral of a fellow employee. This is applicable to employees in First Schedule and Second Schedule.

38. **Leave Entitlement - Employees in Salary Scale of Second Schedule.** - Assistant Production workers would be entitled to 28 days leave per annum from the commencement of employment. The basis of the 28 days would be 14 days annual leave, 7 days casual leave and 7 days medical leave. For annual leave and casual leave, prior approval should be obtained for same.

For medical leave the employee should inform immediately and if it exceeds two days it should be supported by a certificate from a registered medical practitioner (unless waived by the employer) and approved by the Company Medical Officer.

39. **Disputes Procedure**

- (1) In the first instance the employees shall submit any demand on behalf of its members to the Employer and give the Employer at least ten (10) working days' time within which to reply. If in the Union's opinion the Employer's reply is unsatisfactory the Union and the Employer shall explore the possibility of reaching a settlement.
- (2) When the Union concludes that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conferences and/or discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.
- (3) Subject to the provisions of Clause 42 hereof all disputes between the Union and the Employer shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made there under.
- (4) Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this Agreement.

40. **How anomalies in the Course of implementing this Agreement shall be Dealt with :** Any anomaly arising from the implementation of this agreement shall be settled by negotiation between representatives of the employer and the Union, and if the matter cannot be settled by negotiation the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations there under.

41. **Trade Union Action.** - The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action against the employer in respect of any dispute between the employer on the one hand and the union and/or its members and/or any employees covered and bound by this Agreement on the other hand whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of an employer which in the opinion of the controlling body (by whatsoever name called) of the employees is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/or its members or grossly unfair or seriously detrimental to the interest of the Union and/or its members. Provided however, that at least (07) days notice in writing shall be given by the Union to the employer and the commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent to the act of an employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/or its members of is grossly unfair or seriously detrimental to the interest of the Union and/or its members.

42. **Variation of Terms and conditions of Employment, Benefits**

- (1) The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement other than by mutual agreement.
- (2) The Employer agree with the Union and its members and the employees covered and bound by this Agreement that they shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered and bound by this Agreement other than by mutual agreement.
- (3) Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (2) may be resolved by voluntary arbitration but only if both parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

43. **Domestic Inquiries.** - If an employee who is furnished with a show cause notice in terms of Clause 28 of Part I hereof is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- (a) The employer will, subject as hereinafter provided, allow another member of the Union (hereinafter referred to as ("an observer")) to be present as an observer without loss of salary for absence from work.
- (b) If the employee who is served with a show cause notice desired an observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such observer.
- (c) An observer may answer any question which the person who conducts the inquiry may ask him, but an observer shall not be entitled to represent the employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an observer who obstructs such inquiry in any manner whatsoever to withdraw there from and an observer shall forthwith comply with such requirement.
- (e) The absence of an observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereto, nor the findings pursuant thereto.

44. **Union meetings.** - The following provisions shall apply to meetings of the Union:

- (a) In respect of each meeting which the employees desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, inter alia, one or more of the under noted conditions :-
 - (i) That no person other than an employee in the service of the Employer shall be present at a meeting of the Union ;
 - (ii) On occasions such as the Annual General Meeting of the Union, the office bearers of the Union may with the prior approval of the Employer, attend ;
 - (iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of or in the connection with a meeting of the Branch Union to the Employer's property or any other persons at the employers premises and the Union shall indemnify the Employer and keep the Employer indemnified against such damage.

45. **Duty Leave.** - (i) The following provisions shall apply to duty leave without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal. The Employer will generally grant permission for not less than two Office Bearers of the Union :-

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

OR

- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of salary for such absence.
- (2) The Employer will, in his discretion, grant leave without remuneration, to an employee to attend a Trade Union Courts or Seminar or Conference either in Sri Lanka or abroad on no pay leave unless the employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

46. **Check Off.** - (1) In this clause "Employer" shall mean the Employer bound by this Collective Agreement and in whose establishment the membership of the Union is not less than forty per-cent (40%) of the employees covered and bound by this Agreement.

- (2) The Employer shall, on the written request of an employee, deduct from the wages due to such employee the current monthly Union dues as are specified by the employee, to be payable monthly by the employee to the Union and remit the amount so deducted to the Union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (3) Every employee, who agrees to the deduction of Union dues from his wages, shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorisation". as set out in the Fifth Schedule hereto.
- (4) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Sixth Schedule hereto.
- (5) 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.
- (6) As far as practicable, deductions under an authorisation shall cease from the date of receipt of a revocation cancelling such authorisation, provided, however -
 - (a) That an Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for the failure to comply with paragraphs (5) or (6) above ;
 - (b) that in his discretion the Employer shall be entitled not to make deductions by way of check-off in any month in which the deductions by way of check or will together with all other deductions form an Employee's wages in that month exceed the deduction permitted by law ;

- (7) The Employer shall not later than the tenth (10th) day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed 'Account Payee'.
- (8) The cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at its address for the time being.
- (9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (10) The Employer shall not be liable to pay to the Union or the Treasure on its behalf as aforesaid any sum other than the actual deductions made.

47. The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this agreement all existing work norms at the factory such as through puts, the continuance manufacture without interruption during intervals and the performance of what ever work that is assigned to the employees in the factory will be continued without any variation whatsoever and whatever variation in this regard will not be effected other than by mutual agreement between parties.

48. **Date of Operation and Duration.**– This Agreement shall be effective as from the First day of June, Two Thousand and Nine, and shall thereafter continue in force unless it is determined by either party giving six (6) month's notice in writing to the other. Provided however, that neither party shall give such notice to the other before the First day of December Two Thousand and Eleven and such notice shall not expire before the Thirty First day of May, Two Thousand and Twelve.

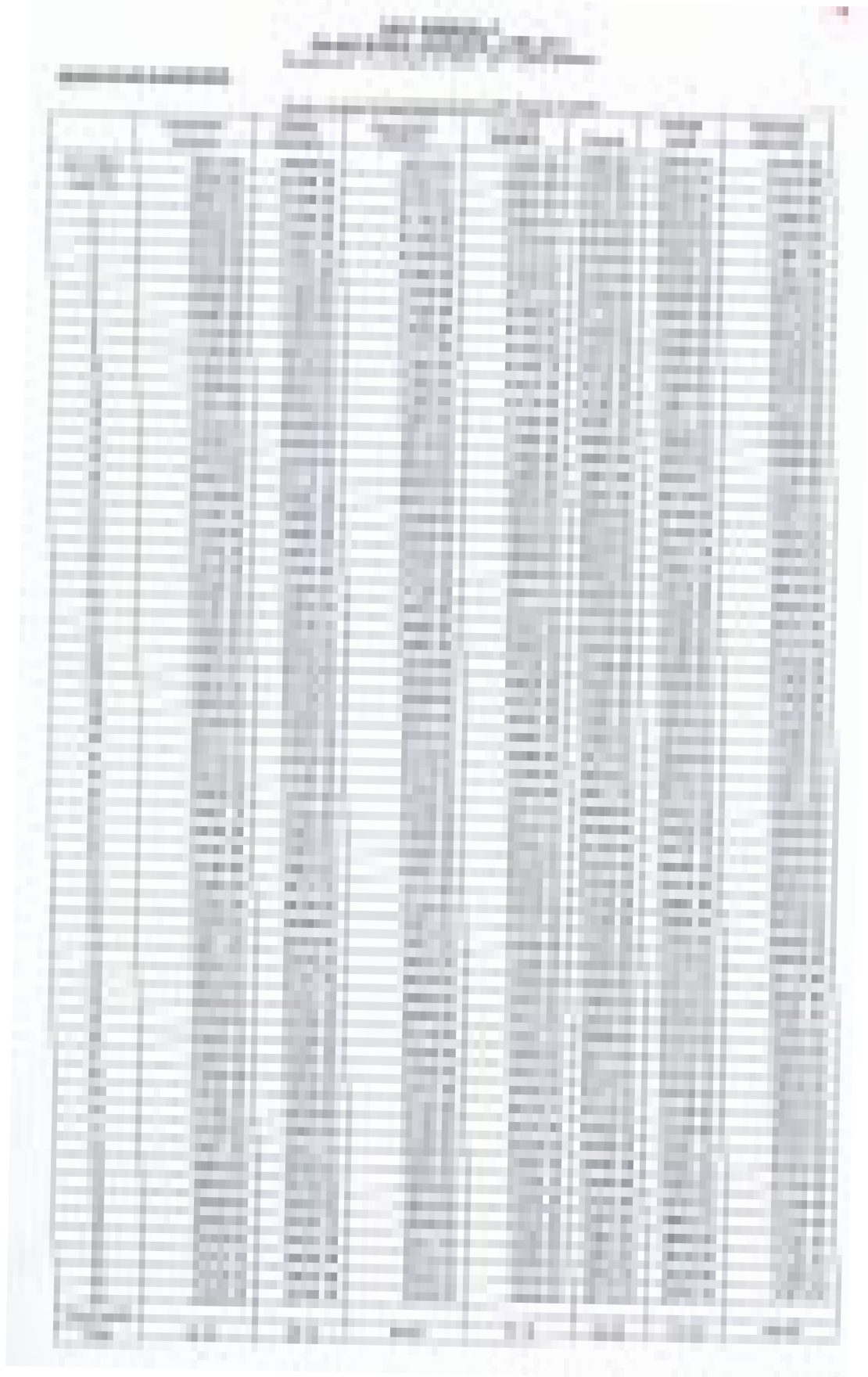
49. **Definitions.**– In this Agreement unless excluded by the Subject or context, the following words shall have the meaning set opposite to them.

Words	Meaning
Industrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950 as amended.
Employee (For convenience sometimes referred to as 'he' or its grammatical variations)	The Employer, Premium Exports (Ceylon) Ltd; covered and bound by this Agreement.
Employer (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement
Union	The Union shall be a reference to the Inter Company Employees Union.
Dispute	A dispute or difference between the Employer and an employee or between the Employer and the Union on any matter covered by this Agreement or affecting the Employees covered by this Agreement in relation to thier employment under the Employer.
Year	A continuous period of twelve (12) months.
Week	The period between midnight of any Saturday Night and midnight on the Succeeding Saturday night.

Words importing the masculine gender shall include the feminine. Words importing the singular number shall include the plural and *vice versa*.

50. **payments.**– All payments due to permanent employees of the employer, in this Establishment at Agarapathana (Premium Exports Ceylon Limited - Agarapatana) employed in the positions for which salary scales have been setout in the First and Second Schedules will be remitted to a Bank Account of employee's Choice. For this purpose the Company would grant a maximum of two Bank Account Numbers one Bank Account Number for remittance of salary and the second Bank Account Number for remittance of all other payments (Medical Fund, NRCLG, Mid month Advance, Bonus, Pilgrimage Allowance, etc.)

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OFFICIAL NAME							
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The image shows a large, empty table with multiple columns and rows. The table is oriented vertically on the page. It appears to be a placeholder for data or a blank page from a gazette. The table has a header section at the top, followed by several columns and rows of empty cells. The overall appearance is that of a formal document, possibly a ledger or a record book.

	Year	Estimated Property	2007 Market Value	2008 Market Value
Home	2007	1000000	1000000	1000000
Business (Company)	2007	1000000	1000000	1000000
2008	2008	1000000	1000000	1000000
2009	2009	1000000	1000000	1000000
2010	2010	1000000	1000000	1000000
2011	2011	1000000	1000000	1000000
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2218	2218	1000000	1000000	1

2023-2024 Seasonal Performance Report - Q1 & Q2				
	Jan - Dec 2023 (Actual)	Jan - Dec 2024 (Target)	Jan - Dec 2024 (Actual)	Jan - Dec 2024 (Variance)
Q1 2023	100000	100000	100000	0
Q2 2023	100000	100000	100000	0
Q3 2023	100000	100000	100000	0
Q4 2023	100000	100000	100000	0
Q1 2024	100000	100000	100000	0
Q2 2024	100000	100000	100000	0
Q3 2024	100000	100000	100000	0
Q4 2024	100000	100000	100000	0
Q1 2025	100000	100000	100000	0
Q2 2025	100000	100000	100000	0
Q3 2025	100000	100000	100000	0
Q4 2025	100000	100000	100000	0
Q1 2026	100000	100000	100000	0
Q2 2026	100000	100000	100000	0
Q3 2026	100000	100000	100000	0
Q4 2026	100000	100000	100000	0
Q1 2027	100000	100000	100000	0
Q2 2027	100000	100000	100000	0
Q3 2027	100000	100000	100000	0
Q4 2027	100000	100000	100000	0
Q1 2028	100000	100000	100000	0
Q2 2028	100000	100000	100000	0
Q3 2028	100000	100000	100000	0
Q4 2028	100000	100000	100000	0
Q1 2029	100000	100000	100000	0
Q2 2029	100000	100000	100000	0
Q3 2029	100000	100000	100000	0
Q4 2029	100000	100000	100000	0
Q1 2030	100000	100000	100000	0
Q2 2030	100000	100000	100000	0
Q3 2030	100000	100000	100000	0
Q4 2030	100000	100000	100000	0
Q1 2031	100000	100000	100000	0
Q2 2031	100000	100000	100000	0
Q3 2031	100000	100000	100000	0
Q4 2031	100000	100000	100000	0
Q1 2032	100000	100000	100000	0
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Q4 2033	100000	100000	100000	0
Q1 2034	100000	100000	100000	0
Q2 2034	100000	100000	100000	0
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Q4 2034	100000	100000	100000	0
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Q2 2035	100000	100000	100000	0
Q3 2035	100000	100000	100000	0
Q4 2035	100000	100000	100000	0
Q1 2036	100000	100000	100000	0
Q2 2036	100000	100000	100000	0
Q3 2036	100000	100000	100000	0
Q4 2036	100000	100000	100000	0
Q1 2037	100000	100000	100000	0
Q2 2037	100000	100000	100000	0
Q3 2037	100000	100000	100000	0
Q4 2037	100000	100000	100000	0
Q1 2038	100000	100000	100000	0
Q2 2038	100000	100000	100000	0
Q3 2038	100000	100000	100000	0

Table 1: Project Performance Metrics (Q1-Q4 2023)				
Project ID	Q1 Performance		Q2 Performance	
	Task A	Task B	Task A	Task B
P001	100%	90%	110%	85%
P002	95%	88%	105%	80%
P003	110%	92%	120%	88%
P004	98%	91%	108%	82%
P005	102%	89%	112%	86%
P006	99%	93%	109%	84%
P007	101%	90%	111%	87%
P008	97%	87%	107%	81%
P009	103%	94%	113%	89%
P010	96%	89%	106%	83%
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THE FOURTH SCHEDULE

PRODUCTION / ATTENDANCE INCENTIVE SCHEMES

A. Production Incentive Scheme.— Employees of Production, Engineering and quality Assurance will be entitled for a monthly production incentive which is linked with achievement of two Key Performance Indicators (KPI's). Monthly target for each KPI and the impact each one of them has on the production incentive (weightage) is given in the following table.

KPI	Target	Weightage
Production Efficiency	90%	80%
First Time Quality	98%	20%

Maximum production incentive which can be earned by each employee, if targets for both KPIs are achieved in a particular month, will be **8.0% of his monthly basic salary for employees in Process, Packing Room and Workshop**. Employees in other Section - Stores- General/ BMF, ETP, Administration Office, Garden and Welfare will be entitled to **4% of monthly basic salary**.

If only one KPI target is met in a month, production incentive will be calculated based on the weightage specified for that KPI.

If both KPI targets could not be achieved in a month, production incentive for that month will be Zero.

However, to be able to claim any production incentive, an employee should meet following criteria with respect to attendance to work.

- * No. of leaves (casual, sick or day offs) taken by him/her in that month should not be more than two days.
- * Annual leaves taken with prior approval is exempted.

Example :

Basic Salary of Employee A is Rs. 25000.00

He has taken 1 unplanned leave (casual) and 3 annual Leaves(with prior approval) in February.

Production Efficiency for the Month of February is 92% and First Time Quality is 97%.

Applicable Production incentive for Employee A = 25,000 X 4.0% X 80% = Rs.800.00

Definition of KPIs

1. Production Efficiency

This is to measure how well the production time is utilized to manufacture products with right quality. Method of calculation is briefly described below:

O	Operational Time	
P	Production Time	Routine Production Stoppages
E	Effective Time	Unexpected Stoppages

$$\text{Effective Time} = \frac{\text{Good Output}}{\text{Specified Speed}}$$

$$\text{Production Efficiency} = \frac{\text{Effective Time (E)}}{\text{Production Time (P)}}$$

This Production Efficiency will be calculated on daily basis for both towers and a monthly aggregate value (weightage average) calculated at the end of the month. It is this aggregate value which will be considered in calculating the Production Incentive.

Specified speeds of Spray Dryers for different products :

Spray Dryer	Product	Specified Speed (Kg/ hr)
Tower 1	Saint Bright	250
	STD 777	230
	STD 896	230
	140XHBD	150
	140XLBD	150
	STD 7	150
	STD 77L	220
	STD 107X	230
	Green Tea	125
	STD 9	132
	Dark Milled	225
Tower 2	Saint Dark	90
	STD 789	75

These speeds are reviewed/ revised annually or whenever

- * a significant improvement in speeds observed and is sustained for more than two months.
- * a new product is introduced
- * a change in the process happens which leads to change in speeds

Example :

Total production of good powder (Saint Bright) manufactured = 5,500 kg
 Qty of unfit powder, due to presence of black particles = 200 kg
 Total production time = 24 hrs
 Stoppage due to particles in product = 2 hrs
 Effective Time = 5,500/250 = 22 hrs
 Production Efficiency = 22 hrs/ 24 hrs = 91.6%

2. *First Time Quality*

This is the production with right quality in the first time as a percentage of total production. formula for calculating same is give below.

First Time Quality = $\frac{\text{No. of boxes without quality issues}}{\text{Total No. of boxes produced}}$

Example :

Total No. of boxes manufactured in February = 3,840
 No. of unfit boxes = 50
 Number of boxes with right quality in the first time = 3,790
 First Time Quality for February = 3,790 / 3,840 X 100 = 98.7%

B. Attendance Incentive Scheme

All employees in First Schedule and Second Schedule are eligible for a monthly attendance incentive payment Rs. 1,000/-. An employee is eligible for same as follows :-

- (a) Present for work on all days work offered during the month : 100%
- (b) Planned/Approved Annual Leave/Day offs* : 100%

- (c) If one day casual or sick leave taken during the month : 75%
- (d) If two days casual or sick leave taken during the month : 50%
- (e) More than 2 days casual or sick leave taken during the month : No Payment

*Day offs - This is not applicable for employees who have 28 days leave per annum. However, this is applicable for employees who have 42 days leave per annum.

THE FIFTH SCHEDULE

Form No. 1

Name of Employer :

AUTHORIZATION

As I am an employee covered and bound by this Collective Agreement and I desire to avail myself of the facility for check off contained in Clause of the said Collective Agreement to which I am entitled as a member of the Inter Company Employees Union, please deduct from my wages each month a sum of Rupees(Rs.....) in respect of my current monthly membership dues to the said Union and remit the same to the Said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....
Date of Signing

.....
Signature of Employee

.....
Full name of Employee

RECEIVED ON
(To be filled by the Employer)

THE SIXTH SCHEDULE

Form No. 2

Name of Employer :

REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of the Inter Company Employees Union, with effect from the wages next due to me immediately following the date hereof.

.....
Date of Signing

.....
Signature of Employee

.....
Full name of Employee

RECEIVED ON
(To be filled by the Employer)

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Asian Paints (Lanka) Ltd, No. 81, Koralawella Road, Moratuwa of the one part and the Samastha Lanka Welanda ha Karmantha Kamkaru Sangamaya, No. 457, Dr. Colvin R. De. Silva Mawatha, Colombo 02 of the other part on 25th 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. WIJAYAWEEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th August, 2010.

Collective Agreement No. 54 of 2010

COLLECTIVE AGREEMENT

This Collective Agreement entered into in terms of the Industrial Disputes Act on this 25th day of March, Two Thousand Ten, to take effect from the 25th day of September Two thousand and Nine between Asian Paints (Lanka) Limited (formerly known as Delmege Forsyth & Company (Paints) Ltd, a Company duly registered under the Companies Act and having its registered office at No.81, Koralawella Road, Moratuwa, (hereinafter referred to as the Employer) of the One Part and the Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya (All Ceylon Commercial & Industrial Worker's Union), a Trade Union duly registered under the Trade Union's Ordinance and having its registered office at No. 457, Dr. Colvin R. de Silva Mawatha, (Union Place), Colombo 2, (hereinafter referred to as the Union), of the Other Part.

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

TITLE : The Collective Agreement shall be known and referred to as the Asian Paints (Lanka) Ltd. Employees' Collective Agreement of 2010.

1. Employees' Covered and Bound. - This Agreement shall cover and bind the Union and its members employed in the manual grades who are in service with the Employer, as at the date of signing this Agreement.

2. Date of Operation and Duration. - This Collective Agreement shall be effective as from the 25th day of September Two Thousand and Nine, and shall continue to be in force unless it is terminated by either party with three month's notice to other, in writing, provided however that no such notice shall be given by either party, prior to 30th June Two Thousand and Twelve, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 25th day of September, Two Thousand and Twelve. Any notice of termination given by a party prior to the 30th day of June, Two Thousand Twelve, shall have no effect whatsoever.

3. Salaries. - The Employer shall increase the salaries of all employees covered and bound by this Agreement as follows :

Rs. 1,500/= with effect from 25th September 2009 for a period of one year.

A salary increase of Rs. 1,600/= with effect from 25th September 2010 for a period of one year.

A salary increase of Rs. 1,600/= with effect from 25th September 2011 for a period of one year.

The salary point of each employee as at 25th September 2009, 25th September 2010 and 25th September 2011, is set out in Annexure 1, 2, and 3 respectively, annexed to this Agreement.

4. Notional Arrears. - It was agreed that the number of months between 1st February 2009 and up to 25 September 2009, i.e. a period of seven months and twenty Five days would be taken into consideration for the payment of Notional Arrears at Rs. 1, 500/= per month. The Notional Arrears would not attract EPF/ETF or any other statutory payment. On a request made by the union. the management, as a special consideration *ex-gratia* without prejudice agrees to pay the overtime earnings based on actuals of each employee in respect of the above Notional Arrears.

Parties are in agreement that since there is a Collective Agreement between parties, the Budgetary Relief Allowance of Workers Act No. 36 of 2005 does not have any bearing in respect of this company and in any event, the salary increases granted as above and the notional arrears would set off and mean and include the allowance applicable under the said law.

5. **Medical Assistance.**— The Employer shall arrange for the services of a General Medical Practitioner once a year to conduct a medical check-up of workers. Apart from this, the company shall provide a sum of Rs. 7,000/- per employee per annum as medical reimbursement. The employees would be entitled to reimburse the amount on the basis of Rs. 1,750/- per quarter.

6. **Bonus.**— The company will continue to pay one (1) month's basic salary as bonus exgratia in December of each year.

7. **Production Bonus.**— Parties where in agreement to fully implement all the terms and conditions of the Production Bonus scheme, currently in force between the Management and the Union and agreed upon. A copy of the said Production Bonus scheme is annexed herewith as Annexure 4.

The employer shall pay a Production bonus per month to employees based on the following formula :

- (a) An employee shall qualify to receive a production bonus of Rs. 2,500/- if he works for 20 days or more in a month on regular working days (including holidays) and achieves the production bonus target on all the days he has reported for work.
- (b) An employee shall qualify to receive a production bonus of Rs. 2,200/- if he achieved a production target for 18 days in the month (work including holidays).*
- (c) An employee shall qualify to receive a production bonus of Rs. 1,600/- if he achieved a production target for 14 days in the month (work including holidays).*
- (d) If an employee goes on half day, he shall work and complete his work on pro-rata basis (of the desired production output in a shift)

* Average leave taken by an employee in a month has been considered in the above-mentioned targets.

8. **Attendance Incentive.**— The employer shall pay an attendance incentive of Rs. 400/- per month to employees, to enthruse attendance and eliminate absenteeism, on the following formula :-

- (a) An employee shall qualify to receive an attendance incentive of Rs. 400/- pre month, where they have reported to work on every working day in that month.

Working days shall exclude statutory and weekly holidays and a maximum of a day's annual leave approved by the Management and taken during that month.

Subject to the above, employees shall be absent for the purpose of this incentive scheme where they have been on leave of any description, i.e. annual, casual, sick or approved accident leave.

- (b) The attendance incentive will be paid on a reducing scale as follows :-

LEAVE ABSENCE PER MONTH INCENTIVE PAYABLE

Half day (4 hours taken on one single Occasion or on a cumulative basis) Rs.375

One day (8 hours)	Rs. 350/-
One and half days (12 hours)	Rs. 325/-
Two days (16 hours)	Rs. 300/-

Employees who absent themselves from work on more than two days in a month will not be entitled to any incentive.

Any employee, who is placed on no - pay even half a day (1/ 2) in any one month, will not be entitled to this incentive.

9. **Grant of Loans.**— The Employer shall pay a workman a loan of three month's salary or Rs. 10,000/- whichever is higher, to be recovered in 24 monthly installments, with interest at prevailing rates, subject to two guarantors.

Those eligible to sign as guarantors for this loan will be as follows :-

- (a) A worker could obtain a loan and sign as a guarantor of one other worker.

or

- (b) A worker who does not obtain a loan could sign as a guarantor for two other workers.

10. **Annual Excursion.** - The Employer shall arrange only the transport for a two day excursion and grant an annual excursion allowance, as follows, per employee :-

Rs. 1,000/- for the first year
Rs. 1,100/- for the Second year
Rs. 1,200/- for the third year

In addition, the employer agrees to grant two workers Rs. 1,000/- each for a pilot trip for the first year, Rs. 1,100/- each for the second year and Rs. 1,200/- each for the third year, for the purpose of organising the trip.

11. **Donation to the dependants of Deceased Employees.** - In the event of the unfortunate death of an employee, a payment would be made jointly by the Employer and Employees to the dependants of the deceased employee on the following basis :-

The Employees would work on a holiday as a mark of respect to the deceased employee and donate the day's wages to the family of the bereaved. The Company will contribute an equal amount as its contribution to the bereaved family.

The payment as mentioned above would be made to a dependant nominated by the employee concerned. All employees will be required to nominate the recipient who will be entitled to receive this payment on behalf of the dependants.

12. **Shift Work.** - The Employer has introduced a rostered two shift work arrangement with effect from October 2001 in the factory and the employees are complying with same. The two shift work arrangement shall be adopted by the Employer depending on the exigencies of business. The shift hours will be as follows:-

Morning Shift	8.00 a.m. to 5.00 p.m.
Night Shift	8.00 p.m. to 5.00 a.m.

The employees will be entitled to one break of half hour's duration and two breaks of 15 minutes duration during the operation of the above mentioned shifts.

The employer shall pay a sum of Rs. 2,000/- per month. per employee, during the month in which the factory works on the two-shift work arrangement as set out above. The employer shall also pay a sum of Rs. 20/- per employee per day to each employee who is rostered for work in the shift and report for same. The above payment on account of shift work shall not constitute a part of the earnings of employees and shall not attract any consequential payments such as Overtime, Provident Fund, Trust Fund, etc.

The Employer reserves the right to revert to the general one-shift work arrangement at any time with notice to the employees. The following allowances will be paid to the employees on account of overtime work performed after 8.00 p.m. during the operation of the general one - shift work arrangement :-

Transport Allowance	-	Rs. 50/-
Dinner Allowance	-	Rs. 75/-

It was agreed that during night shift, workers in Stores, N.C. Section and Technology Section would be utilized in other areas of production work depending on the requirements and workers agreed to this condition in order to earn the shift allowance.

In the event of the necessity to change the present shift timings, it was agreed that the management would discuss and arrive at different shift timings without increase to the present shift allowance.

13. The Union and its members shall co-operate with the Company in the maintenance of discipline, avoidance of waste, maintenance of safe working conditions, improvement for quality, improvement of productivity and securing efficiency in such manner as to augment the competitive strength of the Company.

14. The Union and its members agree that during the period of this Agreement, they shall not seek to change or vary the terms of employment and shall not resort to any Trade Union action or any matter covered herein.

If Trade Union action is to be taken on any matter, not covered by this Agreement, the Union shall give written notice of 14 days to the Employer to enable a settlement of the underlying dispute. Any breach of this Clause shall entitle the Employer to repudiate this Agreement forthwith.

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 03.09.2010

In witness hereof parties have set their hands on this 25th day March Two Thousand Ten.

For & on behalf of
ASIAN PAINTS (LANKA) LTD.


.....
DIRECTOR/GENERAL MANAGER
Joseph L Pulikottil

Witness:

Name: Ananda Abhayaratne

Signature: 

For & on behalf of
SAMASTHA LANKA
WELANDA HA KARMANTHA
KAMKARU SANGAMAYA


.....
H.A. Piyadasa
GENERAL SECRETARY

Witness:

Name: 
.....
H.A. Piyadasa

Signature: 
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ASIAN PAINTS LANKA LIMITED**SUMMARY OF PRODUCTIVITY PROPOSAL FOR FACTORY WORKERS****WATER BASED**

- a. Grinding and Thinning : To be completed as follows (2 operators are involved for each machine)
TSD/PUGMill : 2 wall putty or 3 wall filler batches or 4 emulsion batches per shift.
DHC/DHV : 4 water based standard batches per shift
- b. Tinting : 3 full batches per shift per tinterman.
- c. Filling : 3 full batches to be filled from each filling point per shift. In case of wall putty 2 batches per one filling point per shift. (In all filling points same team should prepare the required packing materials) Assumed 2 operators involved in each filling point.

The Following points have been mutually agreed with respect to emulsion filling :

- (a) If the 3 loads to be filled are of different product shades, then the maximum number of IL (One litre) packs shall not exceed 750 numbers in a shift.
- (b) If at least 2 out of the 3 loads to be filled are of the same product shade, then the maximum number of 1 litre packs shall not exceed 800 numbers.
- (c) If the pack size to be filled is only 10L/18L or 20L or a combination of the three then the filling team shall complete 4 loads in a shift.
- (d) All the pans would be cleaned off line by a separate person.
- (e) The empty pans should be kept at the pan cleaning area as soon as the filling is over.
- (f) When the filling is under progress, the wet paint sticking on the sides should be pushed down so as to ensure that the entire quantity of paint is filled.

ENAMEL

A. **Pearl Mills** : - 2 Tint bases/ Whites (700lt batch) or 1 colour per shift per machine (700lt)

B. BALL MILL LOADING AND UNLOADING & THINNING

Loading or unloading one ball mill batch, Preparation of one ancillary batch and Thinning down 2 standard enamel batches per shift. (Total operation with 2 workers) (One additional activity involved)

C. **Tinting** : 2 batches per shift per tinter.

D. **Enamel Filling** : Each filling point (3 workers) shall adhere the following out put.

2. To complete 1650 tins per day (with in 8 hours)
3. When filling the 1650 tins, it will not be from more than 3 batches.
4. Between the above batches it should be not more than 2 cleaning sessions
5. If the pack size is only 4 litre, 3 loads would be filled in 8 hour shift provided maximum number of shades is 2.
6. After pasting the labels on tins it should be completed with price and batch number marking.

NC/Industrial/wood

Production of total (NC/Wood and Industrial) 1200 liters or shift. (this includes raw material issues / Dispersion & Thinning/Tinting/testing/ Preparation of packing materials/ packing (Team of 12 workers)

Preparation of labels : One workman will participate. During the shift need to complete labels for 12 full batches without interrupting work the operation.

Raw material Issues

18 full batches to be issued to production floor per shift. (One workmen shall complete 4 1/2 batches per shift) (4 workers). In addition unloading and staking raw materials received from suppliers.

Finished Goods Handling

Loading/acceptance 13000 liters of finish goods with in the shift with 5 workers for delivery and distribution. If the loading amount is less than 13000 liters to clean stores/ repacking finish goods to be done.

Q. C. Laboratory : Corporate and assist production floor and laboratory to test and complete all day's batches (2) workers

Goods Transfer personnel : 100% clearance of all finish goods during the day's production within the shift

Maintenance Section :-All Scheduled maintenance to be carried out for all machinery as per instructions without interrupting operation. All small machinery defects to be rectified and repaired within 4 hours.

During Over Time :- The desired production out put during over time shall be calculated on prorata basis (of the standard shift out put). This production out put during over time has to be achieved in order to earn production bonus for the month.

General for all stages

7. If there is delay in input for any stages workers must involve in other work specified by the supervisor. Eg. Machine cleaning, Cleaning working area, cleaning utensils or work in some other area where services are required.
8. All operators must clean respective working area and utensils used for production operation in the day within the shift.
9. All operators shall make sure all equipments and utensils are used in proper manner to ensure smooth operation in the production floor.
10. In all respective activities must carry out as per the standard specified for products and Services.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer Industries (Ceylon) Limited, No. 02, 5th Lane, Ratmalana of the one part and Independent General Services Union, No. 02, 05th Lane, Ratmalana of the other part on 06th May, 2010 regarding the Clerical Staff 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.
17th May, 2007.

Collective Agreement No. 51 of 2010**COLLECTIVE AGREEMENT**

THIS Collective Agreement is entered into in terms of the Industrial Dispute Act on this 06th day of May Two Thousand and Ten to take effect from the 01st day of May Two Thousand and Ten between Singer Industries (Ceylon) Limited, a Company duly registered under the Companies ' Act and having its registered office at No. 2, 5th Lane, Ratmalana. (hereinafter referred to as the Employer) of the one part Independent General Services Union, a Trade Union duly registered under the Trade Unions Ordinance and having its registered office at No. 2, 5th Lane, Ratmalana (hereinafter referred to as "the Union") of the other part.

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

TITLE : The Collective Agreement shall be known and referred to as the Singer Industries Ceylon (PLC) Clericals allied staff Collective Agreement 2010.

1. **EMPLOYEES' COVERED AND BOUND.** - This Agreement shall cover and bind the Union and its members employed in the Clerical allied staff grades who are in service with the Employer, as at the time of signing this Agreement.
2. **DATE OF OPERATION AND DURATION.** - This Collective Agreement shall be effective as from the First day of May Two Thousand and Ten, and shall continue to be in force unless it is terminated by either party with three months' notice to the other party in writing, provided however that no such notice shall be given by either party, prior to 31st July, Two Thousand and Eleven, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 30th Of April 2011. Any notice given by a party prior to the 31st of July 2011 shall have no effect whatsoever.
3. The Employer, the Union and Members of the Union and shall be bound by the Collective Agreement No. 8 of 2000 entered into between the Employer's Federation of Ceylon and The Ceylon Mercantile, Industrial and General Workers' union save and except in relation to the salary scales prescribed therein.
4. (i) Subject to what is stated at clause 3 hereof, all employees covered and bound by this Settlement shall receive a salary increase as follows on the salaries drawn by them on 30th April 2010. This salary increase shall be effective from 1st May 2010.

Before Placement

G. K. Sandasoma	RS. 2,475/=
C.D.M. Rathnasooriya	RS. 2,460/=
W.S. Fernando	RS. 2,372/90
Ivor Bulathge	RS. 2,855/40
A.S.A. Premachandra	RS. 2,385/=
P.W.N. Jayaratne	RS. 2,975/40
H.B.N. Rathnasiri	RS. 2,045/=
Mrs. M.N.D. Perera	RS. 2,023/90

- (ii) With effect from 01st May 2011, a salary increase as follows, of the salaries as at 30th April 2010 will be added to the salaries until 30th of April 2012.

G. K. Sandasoma	RS. 500/=
C.D.M. Rathnasooriya	RS. 500/=
W.S. Fernando	RS. 500/=
Ivor Bulathge	RS. 571/08
A.S.A. Premachandra	RS. 500/=
P.W.N. Jayaratne	RS. 595/08
H.B.N. Rathnasiri	RS. 500/=
Mrs. M.N.D. Perera	RS. 500/=

5. The consolidation of salaries would be based on a Mutually agreed Formula and the Non-Recurring Cost of Living Gratuity would be computed for the 12 months period from 01st September 2009 to 31st August 2010 and thereafter following the same 12 months period.
6. The Employer shall pay the employees a lump sum payment as Notional Arrears representing the amount added to salaries of such employees in terms of 4(i) hereof multiplied by 13. The payment shall not be regarded as a part of an employee's salary or earnings and shall not attract any consequential benefits such as EPF & ETF.
7. It is agreed that commencing 1st May 2010, the increments applicable to the salary scales for the Employees shall be as follows ;

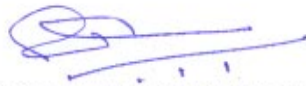
Minor Staff	RS. 60/= x 14 - Rs.65/= and thereafter at Rs.75/=
Grade I	RS. 80/= x 14 and thereafter at Rs.95/=
Grade II	RS. 100/= x 14 and thereafter at Rs.115/=
Higher Grade	RS. 125/= x 10 - Rs.150/= x 10 and thereafter at Rs.160/=
Special Grade	RS. 160/= x 5 - Rs.180/= x 10 and thereafter at Rs.215/=

8. This Agreement shall be binding on the parties until the 30th day of April 2012 and during the period there will be no salary revision save and except the annual consolidation.
9. During the pendency of this Collective Agreement, neither party shall attempt to vary or alter provisions contained herein. The union and the employees shall not make any demand for an increase in wages or the monetary benefits during the term of this Collective Agreement.

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

For and on behalf of Employer
Singer Industries (Ceylon) PLC

For and on behalf of
Independent General Services
Union




V.G.K. VIDYARATNE
FACTORY DIRECTOR



SARANAPALA SILVA
JOINT SECRETARY



S.A.L. SILVA
MANAGER-HUMAN RESOURCES



A.S.A. PREMACHANDRA
SECRETARY



THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer (Sri Lanka) PLC, No. 320, Dr. Colvin R. De. Silva Mawatha, Colombo 02, of the one part and Inter Company Employees Union, No. 158/ 18, E. D. Dhabare Mawatha, Colombo 05 of the other part on 03rd May, 2010 regarding the Piliyandala Factory Complex is hereby published in terms of Section 6 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.
25th August, 2010.

Collective Agreement No. 50 of 2010

COLLECTIVE AGREEMENT


This Agreement is entered into between Singer (Sri Lanka) PLC a Company duly registered in Sri Lanka having its registered office at 320 Dr. Colvin R de silva Mawatha Colombo 2 (hereinafter referred to as "the Employer" and the Inter Company Employees Union a Trade union duly registered in Sri Lanka having its registered office at 158/ 18, E. D. Dhabare Mawatha, Colombo 5 (hereinafter referred to as "the Union").

Whereas the Union by its letter dated 2nd October 2009 made requests for revision of terms and Conditions of its members employed in the Manual category at the Piliyandala Factory Complex of the Employer and the parties after negotiations have agreed on the following terms of settlement in respect of the matters set out in the said letter of the union.

- (i) This Agreement shall cover and bind the Employer, the Union and its members employed in manual categories on monthly contracts of employment by the Employer in the Piliyandala Complex.
- (ii) Further to the productivity norms agreed by the Employer and the branch union in terms of the productivity agreement signed between the said Employer and the branch union, The employer agrees to revise the salaries of employees covered and bound by this agreement by 10% with a minimum increase of Rs. 2,000/= to be paid in the following manner.
 - (a) 75% of this increase in the first year with effect from 1st April 2010
 - (b) 25% of this increase for in the second year with effect from 1st April 2011. (The 25% increase will be calculated based on the salary as at 31st March 2010.)
- (iii) The union and the employees hereby agree that they shall not resort to any form of trade union action in respect of the matters covered by this agreement. Provided however that in the case of any industrial dispute with regard to matters not covered by the agreement the employer and the union agree to the following disputes settlement procedure.
 - (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch committee to the Employer and at least two weeks time given for the Employer to resolve the dispute.
 - (b) If no satisfactory solution is found, the matter should be referred to the parent union and to the Employers' Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
 - (c) If after discussion the matter cannot be resolved by the intervention of the EFC and the parent union, the conciliatory proceedings under the Industrial Dispute act should be followed.
 - (d) If after conciliation had failed in the labour Department, the union wishes to take trade union action, written notice should be given of not less than 14 days to the Employer and to the EFC.
- (iv) This agreement shall take effect from 1st April 2010 and may be terminated by either party with one month's written notice to the other provided however, that neither party shall give such notice before 28th February 2012 and the agreement shall not stand terminated until 31st March 2012.

- (v) The employer agrees to reimburse up to a maximum of Rs. 14,000/- per annum, per employee in respect of out door medical expenses. In respect of all other matters pertaining to medical benefits, the present medical scheme will be applicable.

In witness hereof parties have hereunto set their hands on this 3rd day of May
Two Thousand and Ten.


.....
For and on Behalf of
SINGER (SRI LANKA) PLC


.....
For and on Behalf of
INTER COMPANY EMPLOYEES UNION

Name H.A.P. Sajeew Perera

Name W. U. Perera

Designation Factory Controller

Designation Vice President

Witnesses:

1. Ditha de Alwis

2. W.G. Thilakaratne

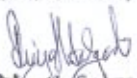
Name Ditha de Alwis

Name W.G. Thilakaratne

Designation Asst. Dir. General
E.F.C.

Designation Branch Secretary

SINGER (SRI LANKA) PLC - PQ 160


Priyath Saparam
Finance Director

SINGER (SRI LANKA) PLC


MAHESH H. WIJEWARDENE
Commercial Director

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Coca Cola Beverages Sri Lanka Limited, Tekkawatta, Biyagama of the one part and Ceylon Mercantile, Industrial and General Workers' Union (CMU), No 03, 22nd Lane, Colombo 03 of the other part on 09th July, 2010 Regarding the Staff is hereby published in terms of Section 6 of the Industrial Dispute 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.
25th August, 2010.

Collective Agreement No. 55 of 2010

This Collective Agreement made on this Ninth day of July Two Thousand and Ten pursuant to the Industrial Disputes Act, between Coca-Cola Beverages Sri Lanka Limited, a public limited liability Company and having its registered Office at Tekkawatta, Biyagama (hereinafter referred to as "The Employer" which term shall where the context so requires or admits mean and include the said Coca-Cola Beverages Sri Lanka Limited of the one Part and The Ceylon Mercantile, Industrial and General Workers' Union (CMU), duly registered under the Trade Unions Ordinance and having its registered office at No. 3, 22 nd Lane, Colombo 03, (hereinafter called and referred to as 'The Union') which term shall mean and include the said The Ceylon Mercantile, Industrial & General Workers' Union (CMU) of the Other Part witnesseth and it is hereby agreed between the parties as follows :

1. **Parties to be Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and the members of the Union who are employed by the Employer as at date hereof on monthly contracts in the Clerical and Allied Grades for which salary scales are set out in the salary schedules annexed hereto.

2. **Earlier Collective Agreement.**— The provisions of this Agreement shall supersede and replace the provisions of the Collective Agreement entered into between the Company and the Ceylon Mercantile, Industrial & General Workers' Union (CMU) on the 01st July 2007 and the said Agreement shall stand terminated with effect from 31st December June 2009.

3. **Date of Operation and Duration.**— Unless otherwise expressly stated herein, This Agreement shall be effective as from the First day of April 2010 (01.04.2010) and shall thereafter continue to be in force, unless it is determined by either party giving one month's notice in writing to the other party, provided however, that neither party shall give such notice to the other party before the twenty Ninth of February 2012 (29.02.2012) and the Agreement shall not terminate before the thirty first day of March 2012 (31.03.2012).

4. **General Terms and Conditions of Employment.**—

1. The terms and conditions of this Agreement shall from the date hereof and during the continuance in force of this Agreement be deemed to be included in all the contracts of service between the Employer bound by this Agreement and employees covered and bound by this Agreement, as well as other employees who are employed by the Employer on permanent monthly contracts of service in Clerical and Allied capacity whether such contracts of service be written or oral, which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement.
2. Where the existing terms and conditions of employment of an employee covered and bound by this Agreement are more favorable than the terms and conditions provided for in this Agreement then nothing in this Agreement shall in any way affect

or prejudice such existing terms and conditions of employment and such terms and conditions of employment shall continue to exist notwithstanding any thing to the contrary contained herein.

3. Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favourable than those to which he would be entitled under this Agreement, nothing in this Agreement shall be deemed or construed to authorize or permit the Employer to withhold, restrict or terminate such rights or privileges.
4. It is agreed by parties to continue with the operation of the 'night 'shift' on a 'normal roster' basis (*i.e.* - without payment of overtime) on all lines and that the 'night shift' would commence at 10.00 p.m., and conclude at 6.00 a.m. on the following day.

5. **Probation** — (1) The Employer may require any employee who is engaged for employment to serve a period of probation of not more than six (06) months, provided further that if during the said probationary period of six (06) months, the Employer is not satisfied with such employee, the Employer may extend the probationary period for a further period of not more than (03) three months, and in that event the Employer shall communicate to the employee, in writing, the reason for such extension.

(2) During the period of probation or extended probation as the case may be, where the Employer is not satisfied with the employee, the Employer may terminate the employment of the employee without notice.

(3) Where the employment of an employee is not terminated during the period of probation or extended probation, as the case may be, and the employee has not been expressly confirmed by the Employer, the employee shall be deemed to be confirmed in employment with effect from the day after the day on which the period of probation or extended probation, as the case may be, ended.

(4) On confirmation, the period of employment of an employee shall be deemed to date from the day on which such employee was initially employed in terms of *sub-paragraph (1)* hereof.

6. **Attendance.** - Unless otherwise specifically instructed by his Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, Mill or job and shall there remain available for work throughout the normal working hours.

If at a store, factory, mill or job, work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at the same work site or at any other work site of the Employer where work is available.

7. **Hours of Work and working arrangements.** - (i) The normal working hours shall be those hours which are customarily worked at a Store, Factory, Mill or Job in the establishment of the Employer bound by this Agreement, and would include a three shift operation (6.00 am to 2.00 pm, 2.00 pm to & 10.00 p.m. and 10 p.m. to 6.00 am) according to company exigencies.

(ii) In addition to the above General stores, Engineering stores and post mix filling will be operated on a two shift work arrangement (6.00 am to 2.00 pm, 2.00 pm to & 10.00 pm).

(iii) Office Assistants/ Peons/ Lab Attendants

Existing structure in regard to the above positions in Engineering, quality Assurance and Production Departments will be operated henceforth with One Office Assistant on day shift for Quality Assurance and one office assistant per shift as per requirement of the supply chain.

8. **Forfeiture of Salaries.** - Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and his Employer shall be entitled to deduct his salary for the period from the time at which such failure occurs until he is again available for work.

9. **Overtime.** - (1) Overtime work will be worked by an employee as and when and for such period as the Employer may reasonably require, provided there is no good reason for refusal by such employee.

(2) Any work which is performed in excess of normal working hours shall be remunerated at one and half (1½) times the normal hourly rate ascertained in accordance with the provisions of clause 18(a) hereof.

10. **Weekly Holidays.**— The following provisions shall govern the weekly holidays :

- (1) The weekly holidays (weekly full holiday and half holiday) shall be granted as prescribed by the Act.
- (2) The Employer may employ any Employee on his weekly holiday as and when required, provided there is no good reason for refusal by such employee subject to the following conditions:
 - (i) A day within the six days next succeeding such weekly holidays be allowed to that Employee as a holiday with remuneration. Provided however, that if any Employee who is employed on his weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in *sub- clause* (1) then and in such event the Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 18(b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further, that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the Employee .—
 - (a) instead of allowing an alternate holiday within six (6) days of the weekly holidays in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 18(b) hereof in lieu of such alternate holiday, *or*
 - (b) in case that employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday, he shall be liable to forfeit and the employer shall be entitled to deduct a day's wage as aforesaid employ that employee on the alternate holiday.
 - (ii) That in respect of work done on such weekly holidays, the employee shall be paid as remuneration —
 - (a) One and half (1 1/2) times the normal hourly rate ascertain in accordance with the provisions of Clause 18 (a) hereof for the number of hours worked during the first nine (9) hours (inclusive of one hour for a meal); *and*
 - (b) At double the normal hourly rate ascertain in accordance with the provisions of *Clause 18 (a)* hereof for each subsequent hour of work.

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

11. **Annual Holidays.**— Annual Holidays shall as prescribed by the Act and an employee may opt to set off absence due to ill health in excess of the entitlement provided under *Clause 14* of part (I) hereof against his annual leave entitlement.

12. **Statutory Holidays .**— (1) The following holidays shall be allowed each year as paid holidays:

Thai Pongal Day
Independence Day
Sinhala & Tamil New Year (2 Days)
May Day
The day following Wesak
Prophet Mohamed's Birthday
Christmas Day
Good Friday.

- (2) If any of the above days is a statutory holiday and it falls on a weekly half holiday, an additional half holiday shall be granted on the working day immediately preceding it ; and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in the six (06) days preceding or in the six (06) days succeeding such weekly full holiday. No substitute holiday shall be allowable for any day specified above, which is not a statutory holiday, if such day falls on a weekly half holiday or a weekly full holiday.
- (3) if any of the above days is a statutory holiday and some other day not specified above is declared a statutory holiday in substitution for such day, then such day shall be treated as a normal working day.

13. **Casual Leave.**-(1) In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill - health if that Employee's entitlement of sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration provided however, that not more than two (2) days casual leave shall be taken at any one time. Provided further, that any Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays.

(2) Casual leave will normally be obtained with prior approval and will normally be granted on application without the employee being required to state the reasons for the application. Where the Employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the employee as soon as possible after the application is made and in such case, the employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant casual leave.

(3) Provided further that any employee shall be entitled to casual leave on the basis of one (1) day for each completed period of two (2) months service during his probationary period. After confirmation he shall be entitled to casual leave for the remainder part of that calendar year on the following basis.

Period of Service	Entitlement
1 Month	Nil
2 to 3 Months	1 Day
4 to 5 Months	2 Days
6 to 7 Months	3 Days
8 to 9 Months	4 Days
10 to 11 Months	5 Days
12 Months	7 Days

14. **Sick Leave.**- In any year, an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that -

- (1) his illness is supported by a certificate from a registered Medical Practitioner unless waived by the Employer, subject to existing practice.
- (2) The Employee shall not be on probation within the meaning of *Clause 5* hereof Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of that Calendar year be entitled to sick leave as shown below.

Period of Service	Entitlement
2 Months	1 Day
3 Months	3 Days
4 Months	5 Days
5 Months	7 Days
6 Months	9 Days
7 Months	11 Days
8 Months	13 Days
9 Months	15 Days
10 Months	17 Days
11 Months	19 Days
12 Months	21 Days

15. **Monthly Consolidated Salaries.**- i. Subject to the provisions of Clause 18 hereof, the monthly salary of an employee in employment as at date hereof with effect from 1st April 2010 shall be in terms of the salary scales set out in the first Schedule hereof.

ii. If during the continuance in force of the agreement the Government of Sri Lanka :

- a) Prescribes increase in salary by any written law applicable to categories covered by this agreement legally obliging the Employer to make such payment, the Employer will pay such increase in salary in accordance with the law.
- b) Recommends increase in salary, such recommendations will not be applicable to the employer whether or not such recommendations are applicable to categories covered by this agreement.

16. *Payment in Place of the Non-Recurring Cost of Living Gratuity (hereinafter referred to as Payment in place of NRCLG.-*

In view of the discontinuance of the publication of Colombo consumer price index (Base year 1952) and in the absence of a mutually acceptable index and rate of payment, as agreed by parties the employer shall make a once and for all addition of a sum of Rupees Six Thousand (Rs. 6000/-) into salaries of employees covered and bound as at the date signing this agreement as the Payment in place of NRCLG, after the revision of salaries in the first year as set out in clause 17 below.

17. *Conversion to the salary Scale set out in the First Schedule with effect from 1st April 2010.-*

- i. A sum equal to 6% of the salary payable to an employee as at 31st March 2010, shall be added to the salaries of the employees covered and bound by this Agreement with effect from 1st April, 2010.
- ii. To add a sum of Rs. 6000/- as the payment in place of NRCLG in respect of the permanent cadre as at the date of signing an covered by this agreement with effect from 1st April 2010 (i.e, after the revision of salaries as set out in clause 17(i) above.
- iii. An employee shall thereafter be placed on the corresponding point in the grade applicable to him in the salary scales set out in the 1st Schedule hereof or in the event of there being no corresponding point on the next higher point in monitory terms in the said grade and the scale.
- iv. With effect from 1st July 2008, the Employer will increase the monthly salaries of the employees covered by this Agreement by a sum equal to 5% of the monthly salary drawn by each employee as at 31st March, 2011 and thereafter place each employee on the corresponding point, or it there is no such corresponding point on the next higher point on the salary scales given in the 02nd schedule hereof or the grade applicable to such employee.

v. *Notional Arrears*

An ex-gratia payment by way of notional arrears shall be made in consideration of the period 1st January 2010 up to 31st March 2010 taking into consideration of the following.

- (a) The Non Recurring Cost of Living Gratuity (NRCLG) payable in terms of Collective Agreement No. 48 of 2007 in consideration of the period 1st July 2009 to 31st December 2009.
- (b) A sum equal to 6% of the salary payable to an employee as at 31st December 2009 in consideration of the period 1st January 2010 to 31st March 2010.
- (c) A sum of Rs. 6,000/- mensum as arrears of the payment in place of NRCLG in consideration of the period 1st January 2010 to 31st March 2010.
- (d) This lump sum payment by way of notional arrears shall not constitute a part of an employee's earnings for any purpose whatsoever and shall not attract any consequential payments such as EPF, ETF, Gratuity, Overtime etc.

vi. *Payment of Other Arrears*

Arrears of the salary increase granted under Clause 17 (i) and (ii) above for the period of 01st April 2010 to 31st June 2010 shall be paid along with the arrears in respect of overtime. EPF and ETF contributions will also be made in respect of the said salary arrears for the period 01st April, 2010 to 31st June, 2010.

- vii. Parties agreed that no other payments are due to be paid by means of arrears.

18. *Salary for Periods Less than One Month.-* For the purpose of this Agreement the salary of any employee for periods less than one month shall be computed in the manner following :

- | | |
|----------------------|---|
| (a) for an hour | - the monthly salary divided by two hundred and forty (240) |
| (b) for one day | - the monthly salary divided by thirty (30) |
| (c) for one half day | - a day's salary ascertained as above divided by two (02) (either morning or afternoon) |
| (d) for one week | - a day's salary ascertained as above multiplied by seven (07) |

19. *Promotions.-* The following shall be the principles which will guide the Employer in respect of promotions.

- i. Mere length of service shall not be the sole criterion for promotions from one grade to the next. The employer shall be entitled to take into account skills, efficiency, performance, educational qualifications and other similar criteria and the cadre requirements in deciding on promotions.
- ii. Opportunities will be made available to employees by the employer for self development in futherance of (I) above.
- iii. The past practices relating to the consideration of the service too will be given.

20. **Provident Fund.** - (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.

(2) Subject to the provisions of the Employees' Trust Fund Act, No. 46 of 1980, where the Employer and Employee as at the date hereof were contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

21. **Terminal Benefits.** - (1) The Employer will subject as hereinafter provided pay terminal benefits to Employees in accordance with the Scheme of terminal benefits set out in this Clause.

(2) As and by way of terminal benefits the Employer shall pay an Employee a sum equivalent to half month's salary for each year of service up to twenty (20) years and one month's salary for each year of service over and above twenty (20) years of service. The employees who do not complete five (5) years of uninterrupted service are not entitled to terminal benefits under this provision.

(3) The salary on which the said terminal benefits under *sub-clause (2)* hereof shall be payable, will be the last monthly salary receivable by an employee on which Provident Fund is payable and shall not include any Non-recurring Cost of Living Gratuity.

(4) For the purpose of calculating terminal benefits under this clause an year of service shall be a period of not less than six (06) months.

(5) If at the date of cessation of an employee's service there is due to the Employer from the Employee any sum on account of fraud, misappropriation or any other account and the same cannot be recovered from the amount in the Employee's credit in the Provident Fund. The same shall be recovered from the terminal benefits provided for herein.

(6) On the death of an Employee whilst in service who is eligible to receive terminal benefits under this clause the Employer shall pay such terminal benefits in the manner and to the persons hereinafter set forth.

(a) If there is a valid nomination in force for the purpose of the deceased employee's provident fund at the date of his death to the nominee/nominees of such employee in conformity with the form of nomination where such nominee is surviving and of full age.

(b) Where there is no valid nomination or in the event of the nominee of anyone or more of the nominees having pre-deceased the employee, or in the event of the nominee being a minor at the time that the payment of the terminal benefits become due, the employer shall make payment only after the person or persons entitled to the payment have established their claim in law and furnished proof thereof.

(7) In the event of any written law providing for payment of Gratuity or Terminal benefits the more favourable scheme shall apply but not both.

(8) No employee shall be entitled to any Gratuity or Terminal Benefits in addition to the terminal benefits provided for in this clause or by any written law as the case may be.

22. **Bonus.** - The Employer will make a payment of bonus to each employee covered and bound by this Agreement on the following manner during the period of this Agreement, provided however only employees who have completed 12 months service confirmed in employment at the time of payment of bonus will qualify for payment in terms hereof and provided also that an employee who has not completed 12 months in service and confirmed in services at such time will be entitled to receive only a proportionate payment of the bonus having regard to his period of service provided also that bonus will be paid only to employees who are in service on the date of payment. Provided also that the hitherto practice of deductions on the bonus payment on account of unauthorized absence and special no pay leave granted at the discretion of the management will continue.

(i) A payment of bonus equivalent to one month's salary will be paid on 15th December, 2007.

(ii) A payment of bonus equivalent to one month's salary will be paid on 15 th January, 2011 provided that the Company achieves annual volumes and budgeted operating profits declared for the year 2010.

(iii) A payment of bonus equivalent to one month's salary will be paid on 15 th March, 2011. (Based on December 2010 salaries).

- (iv) payment of bonus equivalent to one month's salary will be paid on 15 th December, 2011. (Based on December 2011 salaries).
- (v) A payment of bonus equivalent to one month's salary will be paid on 15 th of January, 2012, provided that the Company achieves annual volumes and budgeted operating profits declared for the year 2011.
- (vi) A payment of bonus equivalent to one month's salary will be paid on 15 th of March, 2012. (Based on December 2011 salaries).

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

- (a) deferred, the loss of increment shall be continuous throughout the year ;
- (b) stopped, the loss of increment shall only be for the period of stoppage during the year ;
- (c) suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision, an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof, shall accrue to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

Provided that nothing in this Collective Agreement shall prevent the employer from granting additional annual increments based on employee performance.

24. **Warning.**– If in the opinion of the employer, an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee.

25. **Suspension.**– (1) An employee may be suspended without pay by the Employer –

- (a) A pending an inquiry to behold such Employer on a charge or charges of misconduct which warrants dismissal;
 - (b) in order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer;
 - (c) as a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (2) At the time of suspension under Sub-clause (1) (a) or within twenty four (24) hours thereof the employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and there after hold an inquiry into the charge or charges in terms of Clause 26 hereof.

26. **Disciplinary Action.**– Where the Employer proposes to proceed against an employee then:

- (1) Irrespective of whether an employee has been suspended under clause 25 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less than five (5) clear working days in which to give the answer or explanation to the charges preferred.
- (2) Within five (5) clear working days after the date of the show cause notice, the employee shall furnish in writing to the employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the employer for an extension of time within which to furnish the written answer or explanation to show cause notice and where such request is made by an employee to the employer, the employer shall grant such request for such further period of time as is deemed necessary in the circumstance of the case.

- (3) If the employer is satisfied with the written answer or explanation of the employee, the employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.
- (4) If the employer is not satisfied with the written answer or explanation of an employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) After holding such inquiry, the employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes order that :
 - (a) the employee shall not be dismissed then the employee shall resume employment forthwith and shall be subject to the provisions of Sub - clause 25(1) (c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice ;
 - (b) the employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension;
 - (c) In view of the serious or involved nature of the charges, in the show cause notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiry and that the matter be therefore, referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee, the matter had been previously referred to the Police or other authorities for investigations or inquiry be awaited, then in either of such circumstances, the employee may remain suspended without pay.
- (7) If in any case where an employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c), of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half of his normal remuneration for the period of thirty (30) days from the date of such suspension in excess of thirty (30) days up to the date on which the employer makes an order under paragraphs (a) to (c) of the preceding Sub-clause, irrespective of the outcome of the inquiry.
- (8) In any case where an employee is suspended as provided herein the Employer shall make an order under *paragraphs (a) to (c) of sub-clause 6* within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case, the period ninety (90) days be extended for such further time as may be agreed.
- (9) The employer shall not be required to hold an inquiry as referred to in *Sub-clauses (4) and (5)* hereof where the employer proposes to warn the employee or where the employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the employee by the employer and request the holding of an inquiry the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the expectation that the fact that the inquiry had not commenced within fourteen (14) working days after receipt of the employee's explanation shall not be material or relevant.

27. **Retirement.** - The retirement age of all employees covered by this Agreement shall be sixty years (60) and all employees shall *ipso facto* retire at the age 60 years and there shall be no obligation on the employer to give the employee any notice of such retirement provided however, that if a retirement age is stipulated in the contract of employment of any employee such stipulated age of retirement shall prevail.

28. **Disputes Procedure.** -

1. The procedure to be followed for the settlement of a dispute shall be as set out in *sub-Clauses (2), (3) and (4)* hereof.
2. Where a dispute is between an employee and the Employer, the employee shall, in the first instance, raise the matter through the Branch Union with the Employer, and both parties shall endeavour to effect an amicable settlement.

3. In the event of a dispute not being settled under *sub-Clause (2)* above or, in the case of a dispute between the Union and the Employer, the Union or the Employer may raise the matter with the Employer or the Union as the case may be, and shall endeavour to effect an amicable settlement.
4. In the event of a dispute not being resolved or settled under the *preceding sub-Clause (2) or (3)*, and if the union or the Employer requests a reference of the dispute under section 3 (1) (d) of the Industrial Disputes Act for settlement by arbitration, the other party shall consent to such reference. Parties may, by mutual agreement also, decide to refer the dispute to a Mediator or body of Mediators for possible settlement through Mediation prior to a reference to arbitration.

29. **How Anomalies in the Course of Implementing this Agreement shall be Dealt with.** - Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Employer and the Union of which the employee is a member and if the matter cannot be settled by negotiation, the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

30. **Trade Union Action.** - The Union and its members Covered and bound by this Agreement jointly and severally agree with the Employer that, during the continuance in force of this Agreement, they shall not engage in any strike or other form of Trade Union action against the Employer, in respect of any dispute between the Employer on the one hand and / or the Union and / or its members and / or any employee or employees covered and bound by this Agreement on the other hand, whether or not such dispute is relative to this Agreement, Provided, however, that this clause shall not apply in respect of any dispute arising out of any breach by the Employer of the provisions of *Clause 26, 28, and 32* hereof.

31. **Variations of Terms and Conditions of Employment or Benefits.** - (1) The Union and its members, and the Employees covered and bound by this Agreement, jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary or alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement, other than by mutual agreement.

(2) Subject to the terms of this Collective Agreement, the Employer agrees that it will not seek to vary or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement, all or any of the benefits presently enjoyed by the Employees covered and bound by this Agreement, other than by mutual Agreement.

(3) Any dispute or difference arising from negotiations under provisions of *sub-clause (1) or (2)* hereof may be resolved by voluntary arbitration, but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

32. **Unfair Labour Practice.** - (1) Any person bound by this Agreement shall not instigate, support or engage in any unfair labour practice.

(2) The Employer will not take any action which is calculated to undermine the existence of the Union in the establishment of the Company.

33. **Retrenchment.** - Without prejudice to the right of the Employer to introduce voluntary separation schemes subject to requirements of the company, the employer will not, during the pendency of this Agreement, retrench employees unless with the consent of the union. Any variation of the manning levels in any operation in the Employers factory will be made in consultation with the union and by mutual agreement.

PART II

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

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

2. **Domestic Inquiries.** - If an Employee who is furnished with a show cause notice in terms of *Clause 25* is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- (a) The Employer will, subject as hereinafter provided, allow another member of such Union (hereinafter referred to as "an observer") to be present as an Observer without loss of salary for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the findings pursuant thereto.

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

- (a) In respect of each meeting which the Branch Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions :-
 - i. that no person other than an employee in the service of the employer shall be present at a meeting of the Branch Union;
 - ii. On occasions such as the Annual General Meeting of the Branch, office bearers of the Union may, with the privious approval of the Employer, attend.
 - iii. Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the 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, a meeting of the Branch Union to the Employer's property or any other persons at the Employer's premises and the Branch Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

(2) The following provisions shall apply to meetings of the General Council of the Union—

- (a) Without prejudice to the right of the Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission to a member of the General Council of the Union in order to attend a meeting of the General council, to leave office not earlier than three (03) o'clock in the afternoon on not more than one occasion in a month without loss of salary for such absence if an application for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the General Council.
- (b) For the purpose of Paragraph (a) above the Union shall forthwith furnish each, Employer in whose service there are members of the General Council of the Union with a list of such members and keep such Employer informed of all charges therein which may be made from time to time.

3. The provisions of the preceding *sub - clauses (1) and (2)* shall not be in derogation of any existing concessions or facilities granted by the Employer to a Branch Union regarding union meetings.

4. **Duty Leave.**— (1) The following provisions shall apply to duty leave :- Without prejudice to the right of the Employer to refuse to grant permission if, in their discretion, the exigencies of the circumstances warrant refusal. The Employer will generally grant permission for not less than two Office Bearers of the Union :-

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

or

- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of wages for such absence.

2. The Employer will in his discretion, grant leave without remuneration, to an employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad, unless the Employee concerned is entitled to annual Customary or statutory holidays which he wishes to utilize for the purpose.

5. **Check Off.** – (1) The Employer shall, on the Written request of an employee, deduct from the salary due to such employee the current monthly Union dues as are specified by the employee, to be payable monthly by the employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

(2) Every Employee who agrees to the deduction of Union dues from his salary shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization".

(3) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation".

(4) As far as practicable deductions under an authorization shall commence from the salary due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.

(5) As far as practicable deduction under and authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however —

- (a) the Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for failure to comply with *sub-clause (5) or (6)* ;
- (b) that, at his discretion the Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the Employee's salary in that month exceed the deductions permitted by law.

6. The Employer shall not later than the tenth day of each month remit the Union dues deducted from the salaries of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".

7. The cheque shall be sent at the risk of the Union and the employees by post in a pre-paid envelope, addressed to the Treasurer of the Union concerned at its address for the time being.

8. The Treasurer of the Union concerned shall promptly acknowledge receipt of the cheque.

9. The Employer shall not be liable to pay the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

FORM No. 1

Name of Employer : -

Authorization

As I am an employee covered and bound by this Collective Agreement effecting employees employed in the Trade bearing No and I desire to avail myself of the facility for check off contained in the Collective Agreement of which I am eligible as a member of the.....Union, Please deduct from my wages each month a sum of Rupees (Rs.....) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

.....
(Full Name of Employee)

RECEIVED ON :
(To be filled by Employer)

FORM No. 2

Name of Employer :

Revocation

With reference to the Authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of Union with effect from the wages next due to me, immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

.....
(Full Name of Employee)

RECEIVED ON :

(To be filled by Employer)

PART III

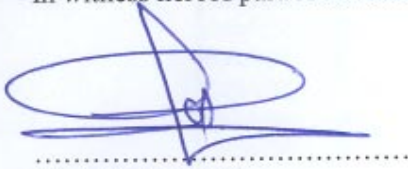
CONTAINING DEFINITIONS OF CERTAIN WORDS

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

<i>Words</i>	<i>Meaning</i>
Industrial Disputes Act	The Industrial Disputes Act No. 43 of 1950
The Act	The Shop & Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954
The Federation	The Employers' Federation of Ceylon.
The Union	The Ceylon Mercantile, Industrial & General Workers' Union (CMU)
Branch Union	The Branch Union of the Ceylon Mercantile, Industrial & General Workers' Union (CMU) in the establishment of an Employer.
Employer (For convenience sometimes referred to as 'he' or its grammatical variations)	The Employer bound by this Agreement
Employee (For convenience sometimes referred to as 'he' or its grammatical variations)	The employee covered and bound by this Agreement.
Week	The period between midnight on any Saturday Night and midnight on the Succeeding Saturday night.
Weekly full holiday in respect of any week	Shall have the meaning as "weekly holiday" under the Shop & Office Employees Act.
Two such weekly holidays	Two full holidays or four half holidays or any combination of full or half holidays which does not exceed two full holidays.
Salary	The monthly Salary according to the scales of consolidated salaries in the First Schedule hereto.
Normal Incremental date	The date on which the employee would normally receive an increment.
Dispute	A dispute or difference between the Employer and employee or between a Branch Union and the Employer or between the Union and the Federation on any matter covered by this Agreement or affecting the employees covered by this Agreement in relation to their employment under the Employers covered by this Agreement.
Check Off	The act of the Employer deducting, at the request of the Union, subscriptions payable to the Union by an employee from the latter's pay with his concurrence.

Note.— Words importing the singular number shall include the plural and *vice versa*. Words importing the masculine gender shall include the feminine.

In witness hereof parties have hereunto set their hands on this Ninth day of July 2010 Colombo.



Mr Patrick Pech
Country Manager
For & on behalf of
Coca-Cola Beverages Sri Lanka Limited



Mr P B Tampoe
General Secretary
For & on behalf of
The Ceylon Mercantile Industrial & General
Workers Union (CMU)

Witnesses to the above signature

1. 

Name : **Mr Kanishka Weerasinghe**
Deputy Director General EFC
Employers' Federation of Ceylon

1. 

Name : **K.P. Dompag**
Designation : **Branch Secretary**

2. 

Name : **Mr Kapila Welmillage**
Designation : **Country Human Resources Manager**

2. 

Name : **K. D Pulasthi**
Designation : **Branch President**

Company Emboss Seal placed on 12/07/2010

COCA-COLA BEVERAGES SRI LANKA LIMITED



DIRECTOR  **DIRECTOR** 

FIRST SCHEDULE

SALARY SCALES APPLICABLE FROM 01.04.2010 TO 31.03.2011				
CLARICAL & ALLIED STAFF				
GRADE	E	19381	189x95	37336
GRADE	D	20019	267x95	45384
GRADE	C	20985	336x95	52905
GRADE	B	21953	412x95	61093
GRADE	A	22755	490x95	69305
GRADE	S	23836	549x95	75991
FACTORY PRODUCTION STAFF				
GRADE	E	19381	189x95	37336
GRADE	D	20019	267x95	45384
GRADE	C	20985	338x95	53095
GRADE	B	21953	412x95	61093
GRADE	A	22920	490x95	69470
GRADE	S	23888	547x95	75853
MARKETING STAFF				
GRADE	E	19381	189x95	37336
GRADE	D	20019	267x95	45384
GRADE	C	21303	335 x95	53128
GRADE	B	22277	412x95	61417
GRADE	A	23245	490x95	69795
GRADE	S	24212	549x95	76367
DATA PROCESSING STAFF				
GRADE	4	20337	419x95	60142
GRADE	3	21304	490x95	67854
GRADE	2	22277	618x95	80987
GRADE	1	23245	730x95	92595
GRADE	S	24212	850x95	104962

SECOND SCHEDULE				
SALARY SCALES APPLICABLE from 01.04.2011 TO 31.03.2012				
CLERICAL & ALLIED STAFF				
GRADE	E	19,381	198x95	38,234
GRADE	D	20,019	267x95	46,281
GRADE	C	20,985	345x95	53,803
GRADE	B	21,953	421x95	61,991
GRADE	A	22,755	499x95	70,203
GRADE	S	23,836	558x95	76,888
FACTORY PRODUCTION STAFF				
GRADE	E	19,381	198x95	38,234
GRADE	D	20,019	276x95	46,281
GRADE	C	20,985	347x95	53,993
GRADE	B	21,953	421x95	61,991
GRADE	A	22,920	499x95	70,367
GRADE	S	23,888	556x95	76,750
MARKETING STAFF				
GRADE	E	19,381	198x95	38,234
GRADE	D	20,019	276x95	46,281
GRADE	C	21,303	344x95	54,026
GRADE	B	22,277	421x95	62,315
GRADE	A	23,245	499x95	70,693
GRADE	S	24,212	558x95	77,265
DATA PROCESSING STAFF				
GRADE	4	20,337	428x95	61,039
GRADE	3	21,304	499x95	68,752
GRADE	2	22,277	627x95	81,885
GRADE	1	23,245	739x95	93,493
GRADE	S	24,212	859x95	105,860