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The Gazette of the Democratic Socialist Republic of Sri Lanka
අති විශේෂ EXTRAORDINARY

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PART I: SECTION (I) – GENERAL
Government Notifications

My No.: CI / 1220.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Associated Battery Manufacturers (Ceylon) Limited, No. 31, Katukurunduwatte Road, *Off* Attidiya Road, Rathmalana of the one part and the Commercial and Industrial Workers Union, No. 17, Barracks Lane, Colombo 02 of the other part on 22nd day of December 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
19th September, 2012.

Associated Battery Manufacturers (Ceylon) Limited

COLLECTIVE AGREEMENT 2010

This Collective Agreement made and entered into on this 22nd day of December, Two Thousand Ten between Associated Battery Manufacturers (Ceylon) Limited, having its Registered Office At No. 31, Katukurunduwatte Road, *Off* Attidiya Road, Rathmalana, (hereinafter referred to as the 'Employer') of the, one part and the Commercial and Industrial workers Union registered under Number 4252 under the Trade Union Ordinance, having its registered office at No. 17, Barracks Lane, Colombo 2, (hereinafter referred to as the 'Union'), of the other part, witnesseth,

Whereas the Union has shown to the satisfaction of the employer that it represents a majority of the employees employed by the Employer in the Manual grades in the Employers factory, the Employer having negotiated with the Union regarding terms and conditions of service of the factory employees concerned have agreed to as follows:-

1. **Title** : This Agreement shall be known and referred to as the Associated Battery Manufacturers (Ceylon) Limited employees Collective Agreement of 2010.

2. **Parties Covered and Bound.** - This Agreement shall cover and bind the Employees the Union and all its members employed on permanent monthly contracts by the employer, in its factory in the categories referred to in the First Schedule hereto and hereinafter referred to as 'The Employees'.

3. **Date of operation and Duration.** - This Agreement shall be effective from the First day of August Two Thousand Ten and shall continue in force for a minimum period of four (04) years unless it is terminated by either party giving one (1) months notice in writing to the other of its intention to terminate the Agreement, provided however, that neither party shall give such notice on or before 31st July Two Thousand Fourteen.

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

5. **Production Targets and Operation Procedures.** - The Union agrees that the minimum Production Targets and operating procedures will be as set out in Schedules III and IV hereof. The minimum production targets are subject to normal conditions and are variable in event of machine break-downs, power failures, quality of raw materials or other circumstance acceptable to the Management.

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

7. **Attendance.** - (a) 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 or job and shall there remain available for work throughout the normal working hours.

(b) If at the, factory work is temporarily not available for an Employee in his own occupation he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any department of the Employer where work is available.

(c) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable for appropriate disciplinary action.

8. **Hours of Work.** - The normal working hours shall be those hours which are customarily worked in the Establishment of the Employer.

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

10. **Overtime.** - (a) If required by his Employer, an Employee shall work reasonable overtime which has been authorised by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the Employer shall constitute neglect of duty, for which an Employee shall be liable to appropriate disciplinary action.

(b) 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 19 (a) hereof.

11. **Weekly Holidays.** - (1) In respect of each week, every factory Employee to whom the Shops and Office Employees' Act will not apply, shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however, that if an Employee has not worked for a period of at least twenty eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 19 hereof.

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

- (i) Every holiday allowed by the Employer to the Employee as annual holiday ;
- (ii) Every public holiday granted by the Employer in terms of Clause 13 hereof ; and
- (iii) Every day's absence on any ground approved by the Employer.

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

(i) A day within the six (6) days next succeeding such weekly holiday shall be allowed to that employee, as a holiday with remuneration. Provided however, that if any employee who is employed on a weekly holiday is liable to forfeit and his Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in Sub - clause (a), then and in such event, that Employee shall forfeit and his Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of Clause 19 (b) hereof in respect of the holiday which shall be allowed to the 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, an Employer may with the consent of the Employee.-

(a) instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 19 hereof in lieu of such alternate holiday, or

(b) in case that an 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 holiday, a Employees shall be paid as remuneration -

(a) One and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 19 hereof for the number of hours worked during the first nine (9) hours (inclusive of one hour for meal), and

(b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 19 hereof for each subsequent hour of work.

12. **Annual Holidays.**- Annual Holidays shall be allowed to Employees in accordance with the decisions of the Wages Board applicable to them.

13. **Statutory Holidays.** - Statutory holidays shall be allowed to employees in accordance with the decisions of the Wages Board applicable to them save and except in the case of those employees who shall be covered by the provisions of the Shops and Office Employees Act where the provisions of that Act shall apply in this regard.

14. **Casual Leave.**- (a). In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health if that employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such 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 saves and except upon the ground of ill health. Provided further that any worker 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.

(b) Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where an employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the employee as soon after the application is made and such case the employee may be required to state the reason for the application in order that the employer may decide whether it is reasonable in the circumstances to grant him casual leave.

(c) An employee who avails of less than seven (7) days casual leave during any calendar year shall be entitled to receive a payment equal to two (02) days salary in respect of each day of unveiled of casual leave.

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

- (i) His illness is supported by a certificate from a registered medical practitioner (unless waived by his employer) within seven (7) days if the absence exceeds seven (7) days or where the absence is less than 07 days on the date that such employee reports to work. However in any one year an employee may avail himself of up to a maximum of seven (07) single days which are not consecutive on production of a sick note. Provided however that an employee has to inform the company within 24 hours, if the prior approval has not been obtained.
- (ii) The Employee shall not be on probation within the meaning of Clause 6 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.

(b) Accumulation and encashment of Sick Leave.-

- (i) An employee who avails of less than twenty one (21) days sick leave during a calendar year is permitted either to accumulate or encash the unutilized sick leave lying to his credit in that year.
- (ii) Accumulation is permitted up to sixty three (63) days and could be utilized during any prolonged illness subject to a Medical certificate acceptable to the Employer being produced.
- (iii) Sick leave thus accumulated will be valid up to the date of retirement/or cessation of employment.
- (iv) Encashment of sick leave will be at the rate of two (2) days pay for each day of unutilized leave.
- (c) The entitlement to sick leave is subject to the leave being approved before hand or the employer being informed of the reason for absence.
- (d) Encashment of next years sick Leave is permitted up to seven and half days (7 1/2) if an employee who has exhausted his leave entitlement is unable to attend his normal work due to an accident, surgery or any other sickness which needs hospitalization.

16. **Wages.** - (a) With effect from the First day of November 2010 the monthly consolidated wages of employee shall be revised by the addition of a sum equal to 5% of the wage applicable to each employee as at 31st October 2010 and shall thereafter be paid wages accordingly.

- (b) Employees who joined after 01 June 2003 upto 31st October 2010 will be eligible to receive Rs. 3,500/- as at 01st November 2010 and another Rs. 250/- on 01st November 2011 and further Rs. 250/- on 01st November 2012. This amount will be added to their basic salaries.

17. **Non-Recurring Cost of Living Allowance (NRCLA)** .- No change in the existing payments of Non Recurring Cost of Living Allowances (NRCLA) which was paid to the respective employees in September 2009. Those payments will be continued to be paid as per the terms and conditions set out in clause 17 of the Collective Agreement 2006. Parties agreed that in the event of re-publication of the Colombo Consumers Price Index (CCPI) during the pendency of this Collective Agreement parties would renegotiate and make an applicable payment from the date of commencement of publication of such index.

18. **If During The Continuance in force of the Agreement The Government of Sri Lanka.** - (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the employer shall pay such increases in wages prescribed by such written law and in terms of such written law.

- (b) Recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

19. **Wages for the Period less Than One Month.** - For the purposes 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 - a day's wage ascertained as above divided by two (2) (either morning or afternoon).
- (d) For one week - a day's wage ascertained as above multiplied by seven (7).
20. **Non-Recurring Cost of Living Gratuity (NRCLG)** .- Parties have agreed that in the event of re - publication of the Colombo Consumers Price Index (CCPI) during the pendency of this Collective Agreement parties will renegotiate and calculate an applicable payment and would make a payment accordingly with effect from the date of such republication of the Colombo Consumers Price Index (CCPI).
21. **Provident Fund.** - An employer and an employee shall contribute to the provident fund at rates prescribed by the Employees Provident Fund Act, No. 15 of 1958.
22. **Terminal Benefits.**- Terminal benefits will be paid in accordance with the formula in the Gratuities Act, No. 12 of 1983.
23. **Bonus.** - (i) Without prejudice to the employers claim that Bonus payments are ex-gratia, the employer shall during the pendency of this Agreement pay by way of an Annual Bonus to each employee in the month of April each year a sum amounting to two and half (2 1/2) months salary. The salary for this purpose shall be the monthly salary payable to an employee as at March of such year.
- (ii) In addition to the payment referred to at (i) above the employer undertakes to pay, also in the month of April each year the following amounts subject to the achievement of production levels in the factory as detailed hereunder during the preceding financial year, i. e. 1st April to 31st March.
- (a) A sum equal to half (1/2) months salary provided the production in the factory during the preceding financial year is not less than 237,000 units of batteries.
- (b) A sum equal to One (1) months salary, inclusive of the amount referred to at (ii) (a) above, provided the production in the factory during the preceding the financial year is not less than 270, 000 units batteries.
- (c) A sum equal to One and a quarter (1 1/4) months salary, inclusive of the amount s referred to at (ii) (a) and (b) above, provided the production in the factory during the preceding the financial year is not less than 296, 000 units batteries.
- (d) A sum equal to One (1 1/2) months salary, inclusive of the amounts referred to at (ii) (a), (b) and (c) above, provided the production in the factory during the preceding the financial year is not less than 302, 000 units batteries.
24. **ANNUAL INCREMENTS.**- Employees will be entitled to Annual Increments with effect from 01st April each year in accordance with the formula set out in the Second Schedule hereto.
- (a) An Annual Increment of an employee can be suspended, stopped or differed by the Employer by way of punishment for misconduct.
- (b) An Annual Increment if suspended, stopped or differed shall mean;
- i. Differed the loss of increment shall be continuous throughout his career.
- ii. Stopped, the loss of increment shall only be for the period of stoppage.
- iii. Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependant upon a consideration of the factors giving rise to the suspension, where on such decision an increment is neither stopped nor Differed, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.
25. **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. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the Employer in the presence of two witnesses and the warning letter will be filed in the personal file with the attestation of the two witnesses.

26. **Suspension.** - (a) An employee may be suspended without pay by the Employer.-

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

(b) At the time of suspension under sub-clause (a) i. or within twenty four (24) hours thereof, the Employer shall provide the employee with a written order of suspension specifying the reason for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 27 hereof.

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

(a) Irrespective of where an employee has been suspended under Clause 26 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.

(b) Within three (3) clear working days after the date of the show cause notice, the employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such employee. Provided, however, that if in the circumstances it is reasonable, the employee may ask the employer for an extension of time within which to furnish 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.

(c) 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 entitlement due for the period of such suspension.

(d) If the Employer is not satisfied with the written answer or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.

(e) 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.

(f) If the employee is under suspension and the Employer after such inquiry makes order that -

- (i) the employee shall not be dismissed, then, the employee shall resume employment forthwith and shall, subject to the provisions of sub-clause 26(a) (iii). Hereof, be paid all wages and entitlement 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.
- (ii) 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.
- (iii) 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 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.
- (iv) If in any case where an employee is suspended as provided for herein and the employer shall fails to make an order under paragraphs (i) to (iii). Of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal 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 (i) to (iii). Of the preceding sub-clause irrespective of the outcome of the inquiry.

- (v). In any case where an employee is suspended as provided herein, the Employer shall make an order under paragraphs (i) to (iii) of sub-clause (f) 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 federation 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.
- (vi). The Employer shall not be required to hold an inquiry as referred to in sub-clause (d) and (e) hereof where the Employer proposed to warn the employee or where the employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the employee by the Employer and requests the holding of an inquiry, the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.

28. **Retirement.** - On reaching the age of fifty five (55) years an employee shall *ipso facto* retire.

Company will pay his all statutory dues such as Gratuity and other dues on reaching the age of 55 years. However the Company agrees to employ such retired employee for a further period of one year only from his 55th birthday at his last drawn salary on a fixed term contract. There would be no further extension of the contract. He will not be entitled to receive any increase by way of Annual increment or any other increases received by the other permanent employees whether under this collective Agreement or otherwise. The employment will be subjected to the terms and conditions given in the contract of employment shown in the shedule 6 hereof.

29. **Termination of Service.** - (a) 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 6 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 previous notice be given by either party to the other or his intention to determine the same such month has expired.

(b) Where any 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 on the failure of the employee to complete the job within a reasonable time.

30. **Union Recognition.** - The Union shall be competent to make representations on behalf of its members employed in the work place of the Employer. In regard to issues of general application or the effect of principles such as matters affecting general terms and conditions of employment in the work place the following provisions shall apply :

- (a) When the Union is representative of not less than forty per centum (40%) of the employees whose membership subscription is not in arrears the Employer of such employees will recognize that union for the purpose of general claims and matters and negotiate with it on that basis.
- (b) If it becomes necessary to decide the question whether at the establishment of the Employer, the Union is competent to make general claims or raise general matters, the same shall be determined by a referendum, which results of such referendum shall be held by the Department of Labour and the result of such referendum shall be binding on the Employer and Union and the parties hereto.

31. **Disputes Procedure.** - (a) In the first instance, the Union shall submit any demand on behalf of its members to the Employer of such members and give the Employer at least ten (10) working days time within which to reply. If, in the Union's opinion, the Employer's reply is unsatisfactory, the Union and the Employer shall explore the possibility of reaching a settlement.

- (b) When the Union concludes that negotiations with the Employer have been abortive, it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conference and /or discussion with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department reports failure.
- (c) Subject to the provisions of clause 33 hereof, all disputes between the Union and the Employer or between the parties hereto shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.
- (d) Any party for this Agreement shall not instigate support or engage in any unfair labour practices during the currency of this Agreement.

32. **Anomalies in the Course of Implementation.**— Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Federation of which the employer is a member and the Union and if the matter cannot be settled by negotiations, the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

33. **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 and the Union and or its members employee or employees covered and bound by this Agreement on whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of Employer which in the opinion of the controlling body, (by which ever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of Union and/ or its members or is grossly unfair or seriously detrimental to the interests of the Union and / or its members. Provided, however, that at least seven (7) days notice in writing shall be given by the Union to the Employer the Federation and the Commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent to an act of an Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/ or its member is grossly unfair or seriously detrimental to the interests of Union and/ or its members.

34. **Production Bonus Scheme.**— (a) With effect from 01st November 2010 a Production Bonus Scheme in accordance with the formula set out in the Fifth Schedule hereto will become operative.

- i The average output per day over a period of one month would be basis of calculation of the production bonus payment.
- ii The payment will be made under this scheme on a monthly basis.
- iii. For the purpose of calculating the production bonus payments the number of batteries produced will be equated to units as indicated in the Schedule at sub clause (b) hereof.

(b) Type of battery	No. of Units
13L (6V)	1/2
21L (6V)	1
7R	1
9R	1
13/11	1
N 120	1 1/2
19/ 3R	1 1/2
N 200	2
23/ 3R	2
N 50 Z	1
N70	1
NS 40	1
N 100	1 1/2
Motor Cycle	1/4

- i The total number of complaint batteries received during the month due to operator faults will be deducted from the total production during the month.
- ii A proportionate deduction will be made from the production bonus of each employee against each day of absence without pay. Example in a month where there have been twenty (20) days of production the deduction shall be 1/ 20 th of the production bonus for a single day absence without pay.
- iii. In the event of additional facilities involving capital expenditure being installed in the factory and/ or additional staff recruited, both parties to this agreement, agree to review and revise this production bonus scheme.

35. **Attendance Bonus - On Production.**— The attendance bonus scheme in operation in accordance with the formula set out below will continue to operate.

- (a). When average number of batteries produced during a month is between 1080 to 1187 batteries:-

- (i) Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,000/- in respect of such month.
- (ii) In the event of any month constituting more than 20 working days and employee shall receive Rs. 250/- in respect of each such extra day, provided he is present at work on at working days of such month.
- (iii) Employees absent up to 05 working days in any month shall receive payments as follows :-

Absence up to 01 day	-	Rs. 750/-
Absence up to 02 days	-	Rs. 500/-
Absence up to 03 days	-	Rs. 200/-
Absence up to 04 days	-	Rs. 100/-
Absence up to 05 days	-	Rs. 50/-

(b) When average number of batteries produced during a month is between 1188 to 1295 batteries:-

- (i) Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,300/- in respect of such month.
- (ii) In the event of any month constituting more than 20 working days an employee shall receive Rs. 300/- in respect of each such extra day, provided he is present at work on all working days of such month.
- (iii) Employees absent up to 05 working days in any month shall receive payments as follows :-

Absence up to 01 day	-	Rs. 950/-
Absence up to 02 days	-	Rs. 600/-
Absence up to 03 days	-	Rs. 300/-
Absence up to 04 days	-	Rs. 150/-
Absence up to 05 days	-	Rs. 50/-

(c) When average number of batteries produced during a month is between 1296 to 1349 batteries :-

- (i) Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,500/- in respect of such month.
- (ii) In the event of any month constituting more than 20 working days an employee shall receive Rs. 350/- in respect of each such extra day, provided he is present at work on all working days of such month.
- (iii) Employees absent up to 05 working days in any month shall receive payments as follows :-

Absence up to 01 day	-	Rs. 1,100/-
Absence up to 02 days	-	Rs. 700/-
Absence up to 03 days	-	Rs. 400/-
Absence up to 04 days	-	Rs. 200/-
Absence up to 05 days	-	Rs. 100/-

(d) When average number of batteries produced is over 1350 per month.-

- (i) Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 2,000/- in respect of such month.
- (ii) In the event of any month constituting more than 20 working days an employee shall receive Rs. 400/- in respect of each such extra day, provided he is present at work on all working days of such month.
- (iii) Employees absent up to 05 working days in any month shall receive payments as follows :-

Absence up to 01 day	-	Rs. 1,500/-
Absence up to 02 days	-	Rs. 1,000/-
Absence up to 03 days	-	Rs. 500/-
Absence up to 04 days	-	Rs. 250/-
Absence up to 05 days	-	Rs. 50/-

* Approved leave shall also be regarded as 'absence' for this purpose.

* Work done on weekends, poya and other statutory Holidays will not be accounted for as working days.

* Those who are allocated 'LIGHT DUTY' will not be entitled for the above bonus. Each day of 'LIGHT DUTY' will be treated as a day of absence for this purpose.

36. **Meal Allowance.** - (a) The Employer agrees to pay a meal allowance of Rs. 70/- per day to each employee who is present at work.

(b) In addition to the meal allowance referred to above the employer shall provide each employee who is present at work with the following on each working day :-

i. Reimbursement of the value of a soft drink (coca cola)

ii. An egg at 12 noon

iii. A bun

(c) Three packets of 400 grams Anchor milk food will be provided (in lieu of a cup of Nestomalt at 3.00 p.m.) per month per employee.

37. **Long Service Award.** - (a) Each employee/ who has completed 10 years of uninterrupted service will be entitled to a gift of two gold sovereign from the Employer.

(b) On the completion of 20 years of uninterrupted service an employee will be entitled to receive three gold sovereigns.

(c) On retirement from the services of the company as employee will receive three (3) gold sovereigns.

38. **Shift Allowance.** - Factory employee will be entitled to shift allowance as set out hereunder, when working on shifts

Rs. 15.00	- First shift
Rs. 25.00	- Second shift
Rs. 45.00	- Third shift

39. **Medical Benefits.** - (a) Reimbursement of medical expenses for the family will be made to a maximum of Rs. 10,000/- per annum to each employee and the same will be deposited in a savings account at the beginning of the financial year.

(b) The Employer will obtain an individual life insurance policy for the employee and a hospitalization insurance policy up to Rs. 125,000/- per annum on behalf of each employee, spouse and their children under 18 years of age. Each employee will agree to contribute Rs. 100/- per month towards this hospitalization insurance.

(c) The Employer agrees to reimburse the value of spectacles purchased by the employees up to rupees three thousand five hundred (Rs. 3,500/-) once in five years.

(d) The employer agrees to reimburse the value of lenses replaced by the employees upto Rupees One Thousand Five Hundred (Rs. 1500/-) once in two years.

(e) The other existing medical facilities referred to at clause 38 of the Associated Battery Manufacturers (Ceylon) Limited manual workers' collective agreement of 1989 will continue to be extended to employees.

40. **Annual Excursion.** - The Employer shall provide for an Annual Excursion. The arrangements will be made through consultation and agreement with the Branch union.

41. **Annual Party.** - The Employer shall provide for an Annual party. The arrangements will be made through the Sports club in consultation with the Branch union.

42. **Travelling Reimbursement.**– Each employee will be entitled to Rs. 115/- per day for attendance at work. The basis for the amount agreed upon is in relation to the cost of a liter of petrol.

43. **Free Battery Issue.**– The Employer will issue one Ns. 70 battery free to each employee each year.

44. **Funeral Assistance.**– In the event of the death of an immediate family member of a permanent employee, the Employer agrees to grant the following concessions

- (a) On a request made by the union under authority of its members the Employer agrees to deduct from the salaries of employees in respect of whom such request is made, and advance such money to the union.
- (b) Grant leave without loss of pay for four (04) employees named by the union and two (02) others at the discretion of the management to attend the funeral.
- (c) Make a donation of Rupees Eight Thousand (Rs. 8,000/-) by way of funeral assistance to the employee concerned.
- (d) Make a donation of Rupees One thousand five hundred (Rs. 1,500/-) to buy a wreath for a funeral of a family member.

An “immediate family member of an employee for the above purpose shall mean spouse, unmarried children, parents including father in law and mother in law. In the case of unmarried employees, unmarried brothers and sisters shall also be included.

45. **Wedding Assistance.**– In the event of marriage of an employee the Employer shall grant a sum of Rupees Eight thousand (Rs. 8,000/-) to each such employee .

46. **Employee Loans.**– Employees shall be entitled to a single loan up to a maximum of six months (06) salary deductible without interest in sixty (60) monthly installments. For this propose a loan application form supported by two employees as guarantors are required.

No any other loans will be considered during this period. On completion of 60 months period after obtaining the loan, the union has the right to negotiate for a fresh loan.

47. **Christmas Gift.**– Rs. 4, 000/- by way of a voucher paid during Christmas.

48. **Soap.**– The company agrees to provide two cakes of Lux soap and one cake of Lifeboy soap per month for each factory employee.

49. **Factory Operating Procedures.**– The union agrees that the operating procedures and work schedules in the factory shall be as indicated under schedule 03 hereof and as hitherto practiced.

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 commits a breach of any of the terms of this Collective Agreement then and any such event the union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this part and the same shall stand withdrawn without prejudice to the Employer’s right to restore such facilities and concessions upon such terms and conditions as the Federation may decide.

2. **Domestic Inquiries.**– If an employee who is furnished with a show cause notice in terms of clause 27 is a member of the union, the following provisions shall apply to the inquiry held by the employer pursuant to such show cause notice :-

- (a) The Employer will, subject as hereinafter provided, allow a member or such union (hereinafter referred to as observer) to be present as an Observer without loss of wages for absence from work.
- (b) If the employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An observer may answer any question which the person who conducts the inquiry may ask him, but an observer shall not be entitled to represent the employee who is served with a show cause notice or otherwise partake in the inquiry.

- (d) The person who conducts an inquiry shall be entitled to request 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 absences of an observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

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

- (a) In respect of each meeting which the union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the 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 occasion such as the Annual General Meeting of the union, the office bearers of the parent union may, with the previous approval of the Employer, attend.
 - (iii) Fix a time limit within which meeting of the union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that the terms on which permission to hold a meeting of such Union is granted are duly complied with.
- (d) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of or in connection with a meeting of the Union to the Employer's property or any other persons indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.**— (i) The following provisions shall apply to duty leave without prejudice to the right of an 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.

- (i) to be present at conferences held under the aegis of the Employer or the Employer's Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer, or
- (ii) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of wages for such absence.

(b) The Employer will in his discretion grant leave without remuneration to the Employee to attend a Trade Union course of seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

5. **Check off.**—

- (a) In this clause "Employer" shall mean the Employer bound by this Agreement and in whose establishment the membership of the Union is not less than forty per centum (40%) of the employees covered and bound by this Collective Agreement.
- (b) 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.
- (c) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to the effect in the form set out in Form No. 1 hereinafter referred to as "an authorisation" as set out in the second schedule hereto.
- (d) 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".
- (e) 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.

- (f) As far as practicable, deductions under an authorisation shall cease from the date of receipt of revocation cancelling such authorisation. Provided, however:-
 - (i) that an Employer shall not be liable in any manner whatsoever to the union or the Employee concerned for failure to comply with sub-clause (e) or (f).
 - (ii) that at his discretion, the Employer shall be entitled not to make deductions by way of check-off in any month in which deductions by way of check-off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.
- (g) The Employer shall not later than the tenth 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'.
- (h) The cheque shall be sent, at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasurer of the union at its address for the time being.
- (i) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (j) The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the union dues actually deducted.

14A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2012.10.03

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 03.10.2012

FORM NO. 1

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

AUTHORISATION

As I am an Employee covered and bound by the collective Agreement affecting Employees employed in a manual or labouring capacity in the

Trade and bearing No.: and I desire to avail myself of the facility for check off contained in the Collective Agreement to which I am eligible as a member of the 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 on my behalf. The first payment should please be made from my wage next due immediately following the date hereof.

.....
Date of signing

.....
Signature of Employee

.....
FULL NAME OF EMPLOYEE

Received on
(To be filled by an employee)

FORM NO. 2

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

REVOCATION

With reference to the Authorization submitted by me, please cease to deduct from my wages further membership dues in favor 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 an Employer)

PART III

CONTAINING DEFINITION OF CERTAIN WORDS

In parts I and II of this agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them.

Words	Meaning
Branch Union	The Branch union of the commercial and Industrial workers' union in the establishment of the Employer.
Check off	The act of the Employer deducting at the request of the union, subscriptions payable to the union, by an employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employees (For convenience some times referred to as 'he' or its grammatical variations)	All Employees covered and bound by this Agreement.
Employer (for convenience sometimes referred to as 'he' or its grammatical variation)	Associated Battery Manufacturers (Ceylon) Limited
Federation	Employers Federation of Ceylon
Industrial Dispute Act	The Industrial Disputes Act No. 43 of 1950
Normal Incremental Date	The date on which an Employee would normally receive an increment.
Union	commercial and Industrial workers union
Wage	The monthly wage according to the scale of consolidated wage applicable at the relevant time
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include feminine.

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

SCHEDULE I
EMPLOYEES COVERED AND BOUND
FACTORY EMPLOYEES

01. Team Leaders.
02. Employees engaged in skilled,
Semi skilled and unskilled
Work in the factory and stores.
03. Drivers.
04. Fork Lift operators.

SCHEDULE 2**ANNUAL INCREMENTS****FACTORY STAFF**

The maximum annual increment will be 3% of the salary applicable at the time the increment will falls due.

- (a) Employees who have not absented themselves without pay on any day of the year under consideration or up to maximum of 03 days will be entitled to the full 3%.
- (b) Employees who have absented themselves for more than 03 days without pay and less than 05 days, will be entitled to 1.5% of the salary by way of annual increment.
- (c) Employees who have absented themselves for more than 05 days but less than 09 days without pay, will be entitled to 0.5% of the salary by way of an annual increment.
- (d) Employees who have absented themselves more than nine (09) days without pay shall not be entitled to any increment.

The method of computation of annual increments referred to above shall be without prejudice to the employer's right to take disciplinary action on account of unsatisfactory attendance of an employee.

SCHEDULE**ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED****MANUAL WORKERS COLLECTIVE AGREEMENT - 2010****OPERATING PROCEDURE/ WORK SCHEDULE**

All ancillary operations as carried out present must be continued.

1. CASTING DEPARTMENT

Servicing and cleaning of all machines, mould and fittings of mould.
Cleaning of floor area.
Dressing of respective pots.
Checking weight and thickness of grids regularly.

2. ACID MIXTURE

Continuation of present operation of acid mixing.

3. PASTING

Wash machines before closing time.
Cleaning of sump and clean scrap as at present.
Servicing and greasing of machines.
Transport of oxide from pasting Department to oxide Mill (Drums).
Changing of filter cartridge and pasting belts.
Checking of density, penetration and pasted weights regularly.

4. FORMATION

Cleaning of formation Tanks regularly and replacing formation bars.
All scrap to be collected and weighted and sent to lead Recovery.
Keeping Formation Department floor clean.

5. PLATE CUTTING

Cleaning of floor area and filter bags
Counting of scrap

6. ASSEMBLY

Servicing and greasing of machines and pitch pots Cleaning of floor area

All scraps should be collected and weighed and sent to the Lead Recovery by the respective Departments.

7. LEAD RECOVERY

Weigh tapped out lead

Operate effluent pumps

Clean and water surrounding area

Servicing and greasing of machines

Breaking and loading of slag in the absence of cleaners

Attending to filter house when filter house operators are absent

Changing of filter bags

Relining

8. OXIDE MILL

Cleaning of floor area

Changing of filter bags

Transport of Oxide from Mill to pasting Department (Drums)

Carrying out routine maintenance of the Mill

9. BATTERY BREAKING

To load battery scraps

To work in any other department as and when necessary

To water and clean the battery breaking area

SCHEDULE 4

ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED COLLECTIVE AGREEMENT -2010

PRODUCTION TARGETS

1. Lead Recovery

10 charges per day

On a charge of 800 kgs the recovery should be 560 kgs or above

On a charge of 900 kgs the recovery should be 630 kgs or above

05 Blend pots per week as and when necessary, One Blend pot will be given on Saturdays when required. But Saturdays will be done dressing only. Ingots will not be unloaded on Saturdays. The dry paste will be unloaded after melting for 1 3/4 hours. Flue dust, the heating time has been reduced.

2. Main Factory casting CTL Machine

929	3, 750	Wirts Machine	
1.5/ 176	4,250	929	- 4,750 grids per shift
1.2F	4,250	X 1.2	-5,500 grids per shift
Hand casting (see list below)	722	1.5-	-5,000 grids per shift
Lead Inserts	55 kgs		
TBS Machine	500 kgs		
Screw mould			
MBO 91 new	275 kgs		
MBO 91 old	385 kgs		
Winkle 95	248kgs		
25/3r	237kgs		
Burning Strips	600kgs		
Hand Casting List			
Flag small	55kgs		

Flag medium	72kgs
Flag L/R	92kgs
L-lug	77kgs
50 end straps	83kgs
60 end straps	72kgs
100 end straps	39kgs
40 end straps	33kgs
120 end straps	116kgs
120 inter straps	83kgs

2.2 Paste Mixing

06 Mixes per day and washing the machine before closing time. Additional 1/2 mix on 03 days of the week.

2.3 Pasting

06 Mixes per day with 06 men.

Additional 1/ 2 mix on three days of the week with 929 +ve grids and 1.5grids

2.4 Formation

One person per circuit required to do loading whenever necessary per day both positive and negative. If one employee absent loading will be done without any production losses for 02 days per week excluding week ends.

3. Assembly

3.1 Plate cutting

Manual	
Positive	- 9525
Negative	-11,100
Machine	- 55,000 per 09 hour shift (6,111 per hour)

3.2 Hard Rubber

13L	-330	N200	-105
17L	-260	DIN 45	-80
19L	-260	27R	-105
21L	-260	T.V	-275
7R	-280	3 Wheel	-280
9R	-280		
13/11L	-215		
N 120	-140		
19/3 R	-140		
23/3 R	-120		

3.3 Polypropylene

To ease the work load created by the increased production, one casual hand will be provided for Polypropylene production

With 09 Operators and one packer

Single line 10 men and double line 18 men

NS	40Z	-264
NS	40Z L	-264
NS	60	-260
NS	60L	-260
NS	60B	-260
N	100	-165
N	120 P/P	-149

Single line 11 men and double line 19 men

N	50z	-297
N	50L	-297
N	50ZL	-297
NS	70	-290
NS	70L	-290
N	70Z	-253
N	70ZL	-253
95	D31R	-253
95	D31L	-253
80D		-290

SCHEDULE 6
ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED
COLLECTIVE AGREEMENT -2010

CONTRACT OF EMPLOYMENT AFTER RETIREMENT

ABM/...../ PM
Mr.....
.....

Dear Sir,

You will be reaching the retirement age of 55 years on and will retire from the services of this company as per the clause of the Collective Agreement 2010 from that day. As per the above clause company wish to offer you a employment on fixed term contract for a period of one year from and the contract will expire on

The terms and conditions of this contract will be as follows ;

01. You will be paid Rs.per month is your last drawn salary as at.....
02. You will be entitled to payments under the production bonus scheme which is applied to our permanent factory employees.
03. Your leave allowances and other benefits will be as per the Collective Agreement.
04. Your working hours will be those normally worked in the factory and subject to requirements you may be rostered for work on shifts. You will be paid a shift allowances, when required to work on shifts.
05. You are required to work overtime as and when required by the Company payments for which will be made as per the Wages Board decisions pertaining to Engineering Trade.
06. You will be required to contribute 8% of your gross remuneration to the Employees Provident Fund and the Company will contribute 12% of the same. The Company will also contribute 3% of your remuneration towards the Employees Trust Fund.
07. Your Employment will cease with effect fromwithout any further notice.
08. You will not be entitled to Annual increments or any other increases provided to out permanent employees under the Associated Battery Manufacturers (Ceylon) Limited employees Collective Agreement or otherwise.

If you are ready to accept this offer of temporary employment consequent to retirement, please sign the duplicate of this letter in the space provided and return same to us.

Yours faithfully
Associated Battery Manufacturers (Ceylon) Limited

.....
I,accept this offer of employment subject to the terms and conditions set out herein and specifically agreed to the termination of this contract on
.....

Date

22A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2012.10.03

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 03.10.2012

It witness where of the parties hereunto sit their hands on this 22nd of December two thousand ten.



10-768