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අංක 2107/32 – 2019 ජනවාරි 23 වැනි බදාදා – 2019.01.23

No. 2107/32 – WEDNESDAY, JANUARY 23, 2019

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI/ 1763.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Noritake Lanka Porcelain (Pvt) Ltd. No. 580, Negombo Road, Mabole, Wattala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 18 th of May, 2018 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA.

Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th December, 2018.



Collective Agreement No. 21 of 2018

COLLECTIVE AGREEMENT

BETWEEN

NORITAKE LANKA PORCELAIN (PVT) LIMITED

AND

INTER COMPANY EMPLOYEES UNION

OF

18th MAY 2018

COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT entered into on this 18th day of May, Two Thousand and Eighteen (2018) between Noritake Lanka Porcelain (Pvt) Ltd., a Company duly registered and having its registered office at No. 580, Negombo Road, Mabole, Wattala, (hereinafter referred to as "the Employer") of the One part and between Inter Company Employees Union, a Trade Union duly registered and having its registered office at No. 259/9, Sethsiri Mawatha, Koswatte, Thalangame (hereinafter referred to as "the Union") of the Other part.

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

Title : This Collective Agreement shall be known and referred to as the "Noritake Lanka Porcelain (Pvt) Ltd. - Collective Agreement 2018".

1. **Parties Covered and Bound.** - The terms of this Agreement shall cover and bind the Employer, the Unions and the members of the Unions employed on permanent monthly contracts by the Employer in the Manual/ Operative grades in the Company and are in employment at the time of signing of this Agreement.

2. **Date of Operation and Duration.** - This Collective Agreement shall be effective from the 01st day of April 2018 and shall continue to be in force unless it is terminated by either party giving One month's notice to the other party, in writing provided however, that no such notice shall be given by either party, prior to the 28 th day of February 2021 and such notice shall not take effect and this Agreement shall not stand terminated prior to the 31 st day of March 2021.

Any notice given by a party prior to the 28th day February 2021 shall have no effect whatsoever.

3. This Agreement shall supersede and replace the provisions of all the Collective Agreements signed between parties prior to this Agreement coming into operation.

4. **Salary Increase** - 4 (a) The Employer agrees to revise basic salary point of the Employees covered and bound by this Agreement in the following manner :

Service Period	1st year (01.04.2018 - 31.03.2019)	2nd year (01.04.2019 - 31.03.2020)	3rd year (01.04.2020 - 31.03.2021)	Total
0 -10 years	7%	7%	6.5%	20.5%
11-20 years	9%	7.5%	7%	23.5%
21-25 years	10%	8.5%	8%	26.5%
26 and above	11%	9%	8.5%	28.5%

4 (b) An employee's completed number of years of service as at 01st April of each and every year will be taken into consideration in deciding the service period for the above salary increase.

4 (C) As notional arrears employees will receive a sum representing the amount added to the salary of each individual employee by virtue of clause 4 (a) hereof multiplied by two (Salary increase X 2). This lump sum payment by way of notional arrears will attract consequential payments such as Overtime, Provident Fund, Trust Fund etc. and the Employer agrees to pay the notional arrears to the employees on or before 30th June 2018.

4 (d) The Union together with the employees agree that they shall not during the pendency of this Agreement make any demands for wage increases or related allowances/Payments or make any further demands of any financial nature over and above those stated in the agreement.

5. **Cost of Living Allowance** .- The employees covered and bound by this Agreement will receive an increase of Cost of Living Allowance as follows:

With effect from 1st April 2018 - Rs. 400/-

With effect from 1st April 2019 - Rs. 450/-

With effect from 1st April 2020 - Rs. 450/-

The arrears of the Cost of Living Allowance (Rs. 400/- X 2) will be added to the arrears payment referred to in Sub - clause 4 (c) above and paid to employees on or before 30th June 2018.

6. The Unions, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out all its lawful activities.

7. If during the continuance in force of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement. However, if the Government recommends increases in wages, such recommendations will not be applicable to the employer and the Employees.

8. **Shift Allowance**. - The Shift Allowance will be in the following manner.

Shift

2 p.m. - 10 p.m.

Rs. 100/-

4 a.m. - 12 noon

Rs. 125/-

10 p.m. - 6 a.m.

Rs. 175/-

9. **Attendance Incentive**. - An increase of Rs. 100/- to the Attendance Incentive will be granted with effect from 01st April 2019.

10. **Leave**. - The Leave entitlement for employees covered by this Agreement will be as per the leave granted at present which is stated in the letter of appointment.

11. **Suspension**. -

(1) An employee may be suspended without pay by the Employer.-

(a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges may result in termination of the services of the Employee ;

(b) In order to avoid a breach of the peace or intimidation of witnesses or damage to property/ evidence or disturbance of the business of the Employer;

(c) As a punishment for misconduct for a period not exceeding Fourteen (14) 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 thereafter hold an inquiry into the charge or charges in terms of Clause 12 hereof.

12. **Disciplinary Procedure**. - Where the Employer proposes to proceed against an Employee then -

(1) Irrespective of whether an Employee has been suspended under Clause 10 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee, and such show - cause notice shall give the Employee not less than three (03) clear working days in which to give the answer or explanation to the charge or charges preferred.

(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 fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show cause notice. The Union can represent the Employee at the disciplinary inquiry.
- (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 only Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show - cause notice within Forty (40) 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 11 (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 the Employee's suspension and accordingly the employee shall not be paid for the period of such suspension ;
 - (c) In view of the serious or involved nature of the charges in the show - cause notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore, referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee, the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either such circumstances, the employee may remain suspended without pay.
- (7) 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 Six months (6) 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 Employee / Union that in the circumstances of the case, the period of six months (06) be extended for such further time as may be agreed.
- (8) An Employer shall not be required to hold an Inquiry as referred to in Sub - clauses (4) and (5) hereof where the Employer proposes to warn the Employee or where the employee admits to the charge or charges.
- (9) However, the above procedure may be changed or amended at the discretion of the Employer, depending on exceptional circumstances in consultation with the Unions.

13. The Employer, the Unions and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, other than by mutual agreement, and the Unions shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

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

- (a) Firstly, the Branch and the Management would attempt to settle such issue/ dispute at the Company level. A written statement of the dispute shall be forwarded by the Unions/ Branch Committee/s to the Employer / and at least three weeks given for the employer to resolve the dispute.
- (b) In the event of non-resolution of the dispute at Stage (a) above, parties agree to meet at The Employer's Federation of Ceylon (EFC) in order to resolve such dispute within 14 days after such matter is referred to the EFC by the Parent Union.
- (c) In the event of non-resolution of the dispute at Stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings, in terms of the Provisions of the Industrial Disputes Act.

- (d) In the event of non-resolution of the dispute at Stage (c) above, the Unions agree that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.
- (e) However, if in the opinion of the controlling body of the Unions, a dispute has been caused by an act of the Employer, which is *mala fide* or vindictive or calculated to threaten or undermine the existence of the Unions or is seriously detrimental to the interests of the Unions, Trade Union action may be resorted to by the Unions without following the procedure laid down above provided, however, that at least seven (7) days written notice shall be given by the Unions to the Employer and the Commissioner-General of Labour.

15. The terms and conditions presently applicable to the employees covered and bound by this Agreement will remain unchanged during the period of this Agreement.

In witness hereof, parties have set their hands on this 18th day of May, Two Thousand and Eighteen at Colombo.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

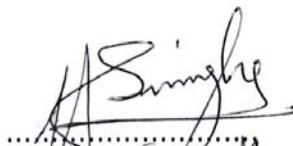
Noritake Lanka Porcelain (Pvt) Ltd

Inter Company Employees Union



Name: Y. SHIMAYA

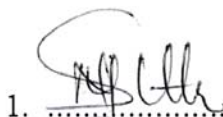
Designation: Deputy Chairman/MD.



Name: Wasantha Samarasinghe

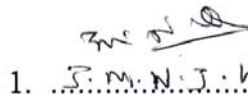
Designation: President

WITNESSES:

1. 

Name: K.E.N.S. Gedara

Designation: D/GM

1. 

Name: J.M.N.J. Welivita

Designation: B/President

2. 

Name: ADHIL KHASIM

Designation: Senior Industrial Relations Advisor

2. 

Name: M. Hettiarachchi

Designation: B/Secretary