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No. 2123/63 – THURSDAY, MAY 16, 2019

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1862.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between The Bata Shoe Company of Ceylon Ltd, No. 100, General Sir John Kotalawala Road, Ratmalana of the one part and the Wanija Ha Karmika Sewaka Sangamaya, No. 17, Barracks Lane, Colombo 02 of the other part on 14th August 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.
10th May, 2019.

Collective Agreement No. 32 of 2018

THIS COLLECTIVE AGREEMENT made the 14th day of August 2018, pursuant to the Industrial Disputes Act between THE BATA SHOE COMPANY OF CEYLON LIMITED, having its registered office at No. 100, General Sir John Kotalawala Road, Ratmalana (hereinafter referred to as “the Company”) of the *ONE PART* and, WANIJHA HA KARMIKA SEWAKA SANGAMAYA, Trade Union duly registered under the Provisions of the Trade unions ordinance and, having its registered office at No. 17, Barracks Lane, Colombo 2, (hereinafter referred to as “the Union”) of the *OTHER PART* witnesseth and it is hereby agreed between the parties as follows:



TITLE

This Agreement shall be known and referred to as THE BATA MANUAL AND LABOUR WORK FORCE COLLECTIVE AGREEMENT 2018.

PART I

CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL
THERE TO OR CONNECTED THEREWITH

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

2. **Date of Operation and Duration.-** This Agreement shall be effective as from the 1st day of January 2018 until 31st December 2020.

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

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

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

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

6. **Wages:-**

- (i) (a) The Company will continue to pay by results according to the prevailing system of standard production wage basis which contains incentives for employees and as from the first day of January 2018 shall pay in terms of Schedule A hereto.
- (b) All standard production wages are determined by the Company using scientific work study methods and it is agreed that all such figures and the Company standard production wages rates shall be treated at all times as Company's confidential information which shall not be divulged to outsiders.

- (c) As all standard production wages have been determined with reference to the present methods of work, present machinery and equipment, the same may be changed by the Company when there is a change in the content of work, in machinery, material used, in equipment, in work layout, supply of work handled or other circumstances under which the employee can deliver the required output.
- (d) When an employee is put on a new operation, the employee affected will be guaranteed his past average earnings for the next four weeks during which period the employee is required to achieve the standard output as per training programme. The past average earnings mean; earnings for the last four weeks immediately preceding, excluding overtime and other extra payments. If the earnings are below his minimum basic wage he will be paid between the Minimum and the Maximum as an average.
- (e) Employees who as at the date of this Agreement are on weekly fixed wage Scales, shall as from the first day of January 2018 be paid on the wages scales set out in schedule B hereto.
- (f) Employees who as at the date of this Agreement are on monthly fixed wage scales shall as from the first day of January 2018 be paid on the wages scales set out in schedule C hereto. Employees in the Engineering Grade who as at the date of this Agreement are on monthly fixed wage scales shall as from the first day of January 2018 be paid on the wage scales set out in Schedule D hereto with the relevant conditions laid in the Schedule DD.
- (g) If as a result of power failure, machine breakdown or absenteeism which is not the direct or indirect result of the action or conduct of any employee or an employee on standard production wages or otherwise is unable to achieve his basic minimum wage, his earnings will be made upto his daily minimum basic wage. the Company shall guarantee basic minimum wage, except in the event of trade union action, such as stricks or go - slow, refusal to work, disrupting work whether such action is on written notification or otherwise and the employees in such situations will only be entitled to a basic minimum wage calculated up to the actual number of hours they have worked.
- (h) Every employee is expected to achieve the Standard Output in terms of the Standard Production Minutes System which is part and parcel of the contract of employment.
- (ii) (a) To correct any incorrect standard production minutes of any operation, prevailing at present, the company will use work study methods to establish Standard Production Minutes. In the event of the established Standard Production Minutes cannot be achieved with the combined or single operations, with maximum production done in that department so far, the maximum production done in that department or other department for same or similar operations will be considered to establish standard production minutes.
- (b) All employees, if they so wish will be allowed to earn up to 120% standard production wage basic.
- (c) In the event of an employee earning over 120% of standard production wage basis he/she shall not be entitled to any payment for production over the 120% limit and the standard production minutes of the operation will be identified by the Company to be wrongly established. The company shall re-study such operations with the view to establishing and implementing correct standard production minutes.
- (d) The above shall constitute the usual production process in the Company and not be subject to any negotiation or review in future.
- (e) It is agreed between parties that with the wages and production process being amended as aforesaid the red circle rates will be eliminated.

(iii) **Shift Allowance :-**

- (a) The shift allowance payable to employees who work on shifts shall be as follows according to their earnings for the shifts.
 - 1st year 17.5%
 - 2nd year 17.5%
 - 3rd year 20 %
- (b) Earnings for this purpose shall mean an employee's earnings in terms of Schedules A ,B, C, and D hereof as the case may be.
- (c) The Company will be provided a cup of Nestomalt and Breakfast to first shift (6.00 am to 2.00 pm) before they commence work.

7. **Non-Recurring Cost of Living Gratuity :-**

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

The Formula

- (a) If the average of Colombo consumers price index figure for the qualifying period exceeds 1750.0 points in the first year, second year 1750.0 points and in the third year 2000.0 points, then the employees should be paid in accordance with Schedule 'A' and 1850.0 points in the first year, second year 1850.0 points and the third year 2100.0 points in the case of employees paid in accordance with schedules B, C, & D a sum computed at Rupees 2/- (Two) for each completed point (ie 1.0).
- (b) The Non - Recurring Cost of Living Gratuity shall also be payable to an employee who is in employment only during part of the qualifying period either by virtue of the fact that he joins the Company's services during the qualifying period or is not in the Company's services when the Non - recurring cost of Living Gratuity becomes payable in April of any year. In the case of such employees their Non-Recurring Cost of Living Gratuity shall be calculated on the basis of Rupees Two (Rs. 2/-) for each completed point by which the average exceeds the base index figure first year 1750.0 points in the second year 1750.0 points and third year 2000.0 points or first year, 1850.0 points second year 1850.0 points and third year 2100.0 points during the months in which such employees were in employment.
- (c) Provided that in the event the Government of Sri Lanka discontinuing the publication CCPI figures, parties agreed to meet to discuss the basis on which this payment could be continued.

8. **Casual Leave :-**

- (a) An employee covered by this Agreement shall, in respect of each year of Employment, during which he has been continuously in employment, will be entitled to take on account of private business or other reasonable cause, including ill health if the employee entitlement of sick leave has been fully utilized, seven day's casual leave with remuneration.
- (b) Not more than two day's casual leave shall be taken on consecutive days at any time except where such leave is on the grounds of ill health. Any casual leave availed of on the ground of ill health shall be subject to the provisions relating to sick leave in this Agreement.
- (c) No employee shall be entitled to casual leave immediately preceding or immediately following any period of annual leave.

- (d) In respect of any employee's first year of employment, excluding any period of probation, his casual leave shall be computed on the basis of one day for each completed period of two months service.
- (e) Casual Leave will normally be granted on written application without the employee being required to state the reason for the application. Where the Company finds it difficult to grant an application for casual leave its difficulty shall be notified to the employee as soon as possible after the application is made and in such case the employee may be required to state the reason for the application in order that the Company may decide whether it is reasonable in the circumstances to grant him casual leave.
- (f) An employee shall make his written application for casual leave 24 hours in advance else his absence will be unauthorized and will be without pay.

9. ***Sick Leave :-***

- (a) In any one year an employee shall be entitled to sick leave with remuneration not exceeding 21 days provided that:
 - (i) His illness supported by a certificate from a registered medical practitioner and the leave is recommended by the Company Doctor ; and
 - (ii) The employee has been in the Company's service for not less than six months immediately preceding such leave.
- (b) In the first year of employment an employee's sick leave entitlement shall be computed on the basis of two working days for each completed period of two months service.
- (c) An employee substituting for another employee who is on maternity leave shall whenever necessary be re-assigned to the work he/she was performing before the assignment or work in a similar grade job on the return of the employee from maternity leave. On re-assignment of his/her previous job, the employee will be paid the standard production wage rates earned.
- (d) An employee will be permitted to avail himself Leave unsupported by a Medical Certificate subject to the following provisions:
 - (i) The period in respect of which such unsupported Sick Leave will be allowed shall not exceed one day.
 - (ii) The number of occasions on which such unsupported Sick Leave shall be allowed in any one year shall not exceed eight occasions.
 - (iii) Where an employee has on eight occasions in an year availed himself/herself of Sick Leave unsupported by a Medical Certificate, any further Sick Leave in that year shall be covered with a Medical Certificate and he shall inform the company of his inability to report for work before the end of his shift (other than third shift employee who shall inform of his inability to report for work before the end of the general shift immediately following) if this procedure is not followed either in respect the submission of a valid Medical Certificate or informing the Company as aforementioned, his absence will be unauthorized and will be without pay.

10. ***Annual Leave :-***

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

- (c) The balance annual leave, if any, may be availed of by an employee at times convenient to both the employee and the Company by giving written application for leave 24 hours in advance else his absence will be unauthorized and will be without pay.

11. **Holidays :-**

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

12. **Provident Fund :-**

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

13. **Bonus :-**

- (a) The Company will pay to each employee a Bonus equivalent to one and half months (1 1/2) (1/12th of the Gross Earnings)
- (b) In computing the Bonus twelve months period will be :
- In case of weekly paid employees the 52 week ending with week 44 of the year in which the Bonus is paid.
 - In the case of monthly paid employees twelve months ending on 31st October of the year in which the Bonus is paid.
 - For above calculation 1/12th of Provident Fund deductible income should be taken (excluding) overtime non-recurring cost of living gratuity, night shift allowance and other extra payments.
 - The Union agrees that they shall not raise a dispute on the payment of any Bonus which is stated in the collective agreement.
- (c) The gross earnings, excluding overtime, non-recurring cost of living gratuity and other extra payment for the 52 weeks period in the case of standard production wage earners will be computed thus :

All earnings for the bonus year less overtime, non-recurring cost of living gratuity, shift allowance and other extra payments will be aggregated and divided by the total of the number of days in which the employee had actually worked and the number of days on which he had been on paid leave during the bonus year. The portion will be a days average earnings of the employee. Provided that if a day's average earnings of an employee is less than 1/16th of the Minimum Basic Wage, then the Minimum Basic Wage will be deemed to be a day's Average earnings of that employee for the purpose of computing bonus. The gross earnings for the bonus year will be a day's average earnings multiplied by the total number of days on which the employee had actually worked plus the number of days on which he had been on paid leave during the bonus year.

(d) Retiring Employees :

It is Agreed to pay proportionate bonus, only for the retiring employee, if any employee served at least 9 months on her/his retirement Year. (Weekly paid employee - week 31 and Monthly paid employee - 31st July)

14. **Grievance Procedure :-**

(a) Any employee is free to make representations to the Management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows:

- (i) In the first instance, the matter shall be discussed with the department Supervisor.
- (ii) If the matter is not settled by the departmental Supervisor, the employee may then, together with a Branch Union Committee Member in the employee's department, discuss the matter with the Group Supervisor who may, if he thinks it desirable, discuss the matter or refer same to the Factory Superintendent or Assistant Manager.
- (iii) In the event if the matter not being satisfactorily settled at stage (ii), the employee may together with a Branch Union representative discuss the matter with the Factory Manager.
- (iv) In the event if the matter not being satisfactorily settled at stage (iii), the matter may be submitted in writing to the Human Resources Manager.
- (v) In the event if the matter not being satisfactorily settled at stage (iv) the Branch Union may make an appeal to the Managing Director or his deputy in his absence.
- (vi) If no settlement is reached and the dispute related to any term or condition of employment or benefit, Clause 4 hereof shall apply.

(b) The Branch Union is free to make representations to the Management in respect of any grievance or other matter affecting the employees covered and bound by this Agreement generally and the procedure for settling the same shall be as follows:

- (i) The Branch Union shall submit the matter in writing to the Human Resources Manager for settlement.
- (ii) In the event of the matter not being satisfactorily settled at stage (i) above, the Branch Union may make an appeal to the Managing Director.
- (iii) In the event of there being no satisfactory settlement after following (ii) above, the Union may make representations to the Employer's Federation of Ceylon and thereafter to the Commissioner of Labour.
- (iv) If notwithstanding of the above no settlement is reached and the dispute related to any term or condition of employment or benefit, whether covered by this Agreement or otherwise, Clause 4 hereof shall apply.

15. **Warnings and Communications :-**

(a) If in the opinion of the Company an offence warrants a warning the same shall be conveyed to the employee by a letter.

(b) An employee who refuses to accept receipt of a written communication by the Company shall be liable to disciplinary action.

16. **Purchase of Leave :-**

- (a) In respect of 2018 and subsequent years the Company will pay each employee a sum of money representing one day's basic minimum wage for each day of sick and casual leave not availed of by an employee, out of his sick and casual leave entitlement in respect of that year.
- (b) This payment in respect of any particular year will be made on or before 31st January of the succeeding year.
- (c) Notwithstanding the provisions of clause 9 hereof, where an employee has taken 14 days of his 21 days of Sick Leave, 25% of his Annual Bonus will be paid.

In according to above (16-c) -

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

17. **Retirement :-**

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

18. **Suspension :-**

- (a) An employee may be suspended without pay by the Company.
 - (i) Pending an inquiry to be held by the Company on a charge or charges of Misconduct which warrants dismissal.
 - (ii) In order to avoid a breach of the peace or damage to the property or disturbance of the business of the Company.
 - (iii) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (b) At the time of suspension under sub-clause (a) (I) hereof or within twenty four (24) hours thereof, the Company shall provide the employee with a written order or letter of suspension specifying the reason for such suspension, and thereafter hold an inquiry into the charge or charges against him, if the Management considers it necessary to establish the guilt or innocence of the accused.
- (c) If the Company after such inquiry makes order that :-
 - (i) The employee shall not be dismissed, then the employee shall resume work forthwith and shall, subject to sub-clause (a) (iii) hereof be paid all wages and entitlements due during the period of suspension irrespective of any other punishment less than dismissal that may be imposed by the Company on the findings as to the charge or charges against the employee.

- (ii) The employee shall be dismissed, the employee's dismissal shall take effect as from the date of his suspension and accordingly he shall not be paid for the period of such suspension.
- (iii) In view of the seriousness involved in the nature of the charge or charges against the employee, the Company is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and the matter is therefore referred to the Police or other authorities or in view of the seriousness involved in the nature of the charge or charges preferred against the employee, the matter has been previously referred to the Police or other authorities for investigations or inquiries and that the outcome of such investigations or inquiries be awaited then in either of such circumstances the employee shall be suspended without pay.
- (d) If in any case where an employee is suspended as provided for herein the Company fails to make an order under paragraph (i) to (iii) of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal wages for the period of thirty (30) days from the date of such suspension and to his full wages for the period of suspension in excess of thirty (30) days up to the date on which the Company makes an order under paragraph (i) to (iii) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- (e) Suspension under sub-clause (a) (ii) hereof may continue for so long as the employee's continuance in employment with or is likely to be undesirable to be prejudicial to the proper investigation of the charges or the employer carrying on his business.

19. **Non Union Activities :-**

The Union undertaken not to interfere in any of the following matters :

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

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

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

22. **Employees Transfers :-**

- (a) The provisions of this clause shall apply only in the event of a transfer within a department or to another department arising in consequence of a reduction in production or the elimination of a particular operation thus resulting in excess staff on that particular operation.
- (b) The term "Transfer" used herein shall have the meaning assigned to it in 'a' above.
- (c) Where the proposed transfer is for a period less than three months, the Company will first attempt to provide the employee with work in the same department and his production earnings will be paid.

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

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

- (a) In the event of the death of an employee in service, Company will donate LKR 110,000/-.
- (b) In the event of the death of a confirmed employee in service, leave will be granted in the following manner for attendance at the funeral of such deceased employee.
 - (i) Provided the distance to the place of the funeral is such that attendance at the funeral will require less than four hours, leave from work for a period not less than four hours will be granted to :
 - (a) Employee in the general shift in the department in which the deceased employee worked.
 - (b) An employee from each department
 - (c) Three branch union officials, and
 - (d) An officer from Death Relief Society

To attend such funeral without loss of pay provided however that if employees other than those specifically Identified above also attend the funeral during working hours such employees shall cover up for the work time lost on this account on another day within a week without any claim for additional payment by way of overtime or otherwise.

- (ii) In the event of the place of the funeral being such that a period in excess of four hours is required for attendance, the Company will grant not less than nine hours of leave subject to the same conditions as given in (i) above.

- (iii) The question of distance of the place of a funeral will be decided by mutual Agreement between the Management and the Branch Union.
- (c) Transport Facility - Company agrees to grant LKR 10,000/- as transport facility.
- (d) In the event of a death of a family member of a confirmed employee, the employee of the department in which such employee is employed will be granted leave for a period depending on the distance of the place of the funeral but in any event not exceeding four hours which leave, such employees shall cover up by working in lieu without payment of overtime, on another day within a period of one week.
- (e) For the purpose of (d) above, family member shall mean spouse, child, father, mother, mother-in-law, father-in-law and unmarried brothers and sisters under eighteen years of age.

Employees' Wedding :-

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

PART II

CONTAINING THE FACILITIES & CONCESSIONS GRANTED BY THE COMPANY TO THE UNION

24. *Union Meetings :-*

1. The following provisions shall apply to meetings of the Branch Union:

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

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

- (a) Without prejudice to the right of the Company to refuse to grant permission if in its discretion the exigencies of the circumstances warrants permission or if in its discretion the exigencies of the circumstances warrants refusal, the Company will generally grant permission to three members of the Executive Committee, a day's leave for not more than one occasion, in a month without loss of salary for such absence if an application for permission to attend is made at least forty eight hours before the time appointed for holding the meeting of the executive committee.
- (b) For the purpose of paragraph (a) above, the Union shall forthwith furnish the Company with a list of the employees covered and bound by the Agreement who are members of the Executive Committee and keep the Company informed of all changes therein which may be made from time to time. Subject to the amendments contained in this Agreement, the order of provisions contained in the original collective agreement shall continue to be in force.

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

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

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

26. **Domestic Inquiries :-**

- (i) An employee in respect of whom a domestic inquiry is held in respect of charges framed against him shall be entitled to request that a member of the Union be present as an observer at the domestic inquiry.
- (ii) The employee shall, at least 48 hours before the time appointed for the commencement of the inquiry, submit to the Company the name of such observer, and the Company shall allow an observer unless in the opinion of the Company the exigencies of business warrant refusal.
- (iii) An Observer may answer any questions which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the employee or otherwise partake in the inquiry.
- (iv) The person who conducts an inquiry shall be entitled to require an observer who obstructs such inquiry in any manner whatsoever to withdraw there from an observer shall forthwith comply with such requirement.
- (v) The absence of an Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

27. **Check Off :-**

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

- (ii) Every employee who agrees to the deduction of Union dues from his earnings shall sign a statement to that effect in the form set out in form No. 1 in Schedule F hereto and hereinafter referred to as "an authorization".
- (iii) Every employee shall be entitled to withdraw his agreement for check-off at any time by signing a statement to that effect in the form set out in form No. 2. In Schedule F hereto and hereinafter referred to as "a revocation".
- (iv) As far as practicable deductions under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter untill the authorization is cancelled by a revocation.
- (v) As far as practicable deductions under an authorization shall cease from the date of receipt of a revocation cancelling such authorization provided however.
 - (a) That the Company shall not be liable in any manner whatsoever to the Union of the employee concerned for failure to comply with sub-clause (iv) or (v).
 - (b) That in its discretion the Company shall be entitled not to make deductions by way of check-off for any period in which the deductions by way of check-off together with all other deductions from the employee's wages exceed the deductions permitted by law.
- (vi) The Company shall not later than the fifteenth day of the month succeeding the month in which deductions have been made remit the Union dues deducted from the wages of the employees to the Treasurer of the Union in accordance with the tenor of such authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".
- (vii) The cheque shall be sent at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasurer of the Union at its address for the time being.
- (viii) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (ix) The Company shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the Union dues actually deducted.

28. ***Breaches of the Agreement by the Union and/or its Members :-***

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

29. ***Cessation of Facilities :-***

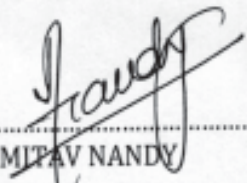
The facilities and concessions in Part II of this Agreement shall *ipso facto* cease on the termination of this Agreement.

PART III**CONTAINING DEFINITION OF CERTAIN WORDS**

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


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

1. IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, **AMITAV NANDY** Managing Director of Bata Shoe Company of Ceylon Limited, **THALAKOTUNAGE CHAMILA PADMINIE DE SILVA**, Human Resources Manager of Bata Shoe Company of Ceylon Limited, have set their hands for and on behalf of the said Company on the 14th Day of August of Two Thousand and Eighteen.


.....
AMITAV NANDY


.....
T C P DE SILVA

2. **CLIVE RODRIGO**, Finance Director of Bata Shoe Company of Ceylon Limited witness to the signature of the said AMITAV NANDY and THALAKOTUNAGE CHAMILA PADMINI DE SILVA


.....
CLIVE RODRIGO

3. IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, **PRASAD DE SILVA**, Assistant Director General Of Employers' Federation Of Ceylon, his hand for and on behalf of the said Company, on the 14th day of August Two Thousand and Eighteen.


.....
PRASAD DE SILVA

4. IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, **SURANJAYA AMARASINGHE**, Secretary, Wanija Ha Karmika Sewaka Sangamaya, has set his hand for and on behalf of the said Union, on the 14th day of August of Two Thousand and Eighteen.


.....
S AMARASINGHE

5. Witness to the signature of the said **SURANJAYA AMARASINGHE**.

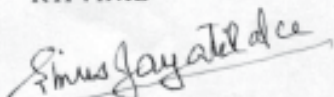

.....
W.WEERAKOON

6. IN WITNESS WHEREOF the parties aforesaid have hereunto set their hand at Colombo, **RANASINGHE ARACHCHIGE VINIL**, Presidenty, Bata Branch of the Wanija Ha Karmika Sewaka Sangamaya, **WEERAPPULLIGE SOMASIRI** Secretary of Bata Branch of the Wanija Ha Karmika Sewaka Sangamaya, have set their hands for an on behalf of the said Union on the 14th day of August of Two Thousand and Eighteen.


.....
W SOMASIRI


.....
R A VINIL

7. Witness to the signature of the said **RANASINGHE ARCHCHIGE VINIL**. and **WEERAPPULLIGE SOMASIRI**


.....
LINUS JAYATILAKE

SCHEDULE -A**WEEKLY PIECE RATED SCALE(NRCOLG INDEX - 1750 POINTS)**

1st YEAR EFFECTIVE FROM 2018-01-01 TO 2018-12-31

GRADE	01	02	03	04	05	06	07	08
MBW	5,197.43	5,114.60	5,033.49	4,953.73	4,875.54	4,798.81	4,723.31	4,649.01
SPWB	6,912.59	6,802.41	6,694.54	6,588.46	6,484.47	6,382.41	6,282.01	6,183.18

WEEKLY PIECE RATED SCALE(NRCOLG INDEX - 1750 POINTS)

2ND YEAR EFFECTIVE FROM 2019-01-01 TO 2019-12-31

GRADE	01	02	03	04	05	06	07	08
MBW	5,613.23	5,523.77	5,436.17	5,350.03	5,265.58	5,182.71	5,101.18	5,020.93
SPWB	7,465.59	7,346.61	7,230.10	7,115.54	7,003.22	6,893.00	6,784.57	6,677.84

WEEKLY PIECE RATED SCALE(NRCOLG INDEX - 2000 POINTS)

3RD YEAR EFFECTIVE FROM 2020-01-01 TO 2020-12-31

GRADE	01	02	03	04	05	06	07	08
MBW	6,186.90	6,090.28	5,995.68	5,902.65	5,811.44	5,721.94	5,633.89	5,547.22
SPWB	8,228.58	8,100.07	7,974.25	7,850.52	7,729.22	7,610.18	7,493.07	7,377.80

SCHEDULE -B

WEEKLY FIXED WAGES (NRCOLG INDEX - 1850 POINTS)

1 ST YEAR EFFECTIVE FROM 2018-01-01 TO 2018-12-31

	A	B	C
	SKILL	SEMISKILL	UNSKILL
1	4744.52	4684.31	4649.00
2	4788.31	4717.09	4677.38
3	4832.04	4749.89	4705.82
4	4875.77	4782.62	4734.20
5	4919.52	4815.35	4762.58
6	4963.33	4848.22	4790.98
7	5007.05	4881.48	4819.36
8	5050.81	4913.81	4847.74
9	5094.63	4946.64	4876.11
10	5138.35	4979.38	4904.55
11	5182.09	5012.19	4932.90
12	5225.86	5044.92	4961.35
13	5269.65	5077.68	4989.76
14	5313.37	5110.54	5018.16
15	5357.12	5143.29	5046.57
16	5400.85	5176.11	5074.94
17	5444.59	5208.92	5103.36
18	5488.41	5241.75	5131.73
19	5532.19	5274.50	
20	5575.91	5307.40	
21	5619.68	5340.20	
22	5663.43		
23	5707.17		
24	5750.94		
25	5794.73		
26	5838.48		
27	5882.19		
28	5925.98		
29	5969.72		
30	6013.46		

SCHEDULE -B**WEEKLY FIXED WAGES (NRCOLG INDEX - 1850 POINTS)****2 ND YEAR EFFECTIVE FROM 2019-01-01 TO 2019-12-31**

	A SKILL	B SEMISKILL	C UNSKILL
1	5124.08	5059.05	5020.92
2	5171.37	5094.46	5051.57
3	5218.60	5129.89	5082.28
4	5265.83	5165.23	5112.94
5	5313.08	5200.58	5143.59
6	5360.40	5236.07	5174.26
7	5407.62	5272.00	5204.91
8	5454.88	5306.91	5235.56
9	5502.20	5342.37	5266.20
10	5549.42	5377.73	5296.91
11	5596.66	5413.17	5327.53
12	5643.93	5448.51	5358.25
13	5691.23	5483.90	5388.94
14	5738.44	5519.38	5419.61
15	5785.69	5554.76	5450.30
16	5832.92	5590.19	5480.94
17	5880.16	5625.63	5511.62
18	5927.48	5661.09	5542.27
19	5974.77	5696.46	
20	6021.98	5731.99	
21	6069.26	5767.42	
22	6116.51		
23	6163.75		
24	6211.01		
25	6258.31		
26	6305.56		
27	6352.76		
28	6400.06		
29	6447.30		
30	6494.54		

SCHEDULE B

WEEKLY FIXED WAGES (NRCOLG INDEX - 2100 POINTS)

3 RD YEAR EFFECTIVE FROM 2020-01-01 TO 2020-12-31

	A SKILL	B SEMISKILL	C UNSKILL
1	5658.62	5588.38	5547.20
2	5709.69	5626.63	5580.31
3	5760.70	5664.89	5613.47
4	5811.71	5703.06	5646.59
5	5862.74	5741.24	5679.69
6	5913.84	5779.57	5712.81
7	5964.84	5818.37	5745.91
8	6015.88	5856.07	5779.02
9	6066.99	5894.37	5812.11
10	6117.98	5932.56	5845.27
11	6169.00	5970.83	5878.34
12	6220.05	6009.00	5911.52
13	6271.14	6047.22	5944.67
14	6322.13	6085.54	5977.79
15	6373.16	6123.75	6010.93
16	6424.16	6162.02	6044.03
17	6475.18	6200.29	6077.16
18	6526.29	6238.59	6110.26
19	6577.36	6276.79	
20	6628.35	6315.16	
21	6679.41	6353.42	
22	6730.44		
23	6781.46		
24	6832.50		
25	6883.59		
26	6934.62		
27	6985.59		
28	7036.68		
29	7087.69		
30	7138.71		

SCHEDULE- C**MONTHLY FIXED SCALE (NRCOLG INDEX - 1850 POINTS)****1 ST YEAR EFFECTIVE FROM 2018-01-01 TO 2018-12-31**

	A	B	C
	SKILL	SEMISKILL	UNSKILL
1	20417.23	20160.26	20007.16
2	20605.34	20301.40	20129.57
3	20793.38	20442.32	20251.67
4	20981.46	20583.55	20373.81
5	21169.50	20724.41	20496.19
6	21357.59	20865.59	20618.57
7	21545.64	21006.56	20740.62
8	21733.74	21147.71	20863.03
9	21921.74	21288.60	20985.12
10	22109.85	21429.78	21107.54
11	22297.93	21570.73	21229.64
12	22485.97	21711.92	21352.04
13	22674.05	21853.09	21474.10
14	22862.12	21994.02	21596.48
15	23050.16	22134.91	21718.59
16	23238.26	22276.11	21840.73
17	23426.38	22417.30	21963.13
18	23614.38	22558.47	22085.50
19	23802.47	22699.68	
20	23990.50	22840.84	
21	24178.60	22982.04	
22	24366.66		
23	24554.75		
24	24742.76		
25	24930.87		
26	25118.94		
27	25306.97		
28	25495.05		
29	25683.13		
30	25871.16		

MONTHLY FIXED SCALE (NRCOLG INDEX - 1850 POINTS)

2 ND YEAR EFFECTIVE FROM 2019-01-01 TO 2019-12-31

	A SKILL	B SEMISKILL	C UNSKILL
1	22050.61	21773.08	21607.73
2	22253.77	21925.51	21739.93
3	22456.85	22077.70	21871.81
4	22659.98	22230.23	22003.72
5	22863.06	22382.36	22135.88
6	23066.20	22534.84	22268.06
7	23269.30	22687.09	22399.87
8	23472.44	22839.52	22532.07
9	23675.48	22991.69	22663.93
10	23878.63	23144.16	22796.14
11	24081.76	23296.39	22928.01
12	24284.84	23448.87	23060.21
13	24487.97	23601.33	23192.03
14	24691.09	23753.54	23324.20
15	24894.17	23905.71	23456.08
16	25097.32	24058.20	23587.99
17	25300.49	24210.68	23720.18
18	25503.53	24363.15	23852.34
19	25706.66	24515.65	
20	25909.74	24668.11	
21	26112.88	24820.61	
22	26315.99		
23	26519.13		
24	26722.18		
25	26925.34		
26	27128.46		
27	27331.53		
28	27534.66		
29	27737.79		
30	27940.86		

MONTHLY FIXED SCALE (NRCOLG INDEX - 2100 POINTS)**3 RD YEAR EFFECTIVE FROM 2020-01-01 TO 2020-12-31**

	A SKILL	B SEMISKILL	C UNSKILL
1	24354.66	24054.93	23876.35
2	24574.07	24219.55	24019.12
3	24793.40	24383.92	24161.55
4	25012.78	24548.65	24304.02
5	25232.10	24712.95	24446.75
6	25451.50	24877.63	24589.50
7	25670.84	25042.06	24731.86
8	25890.24	25206.68	24874.64
9	26109.52	25371.03	25017.04
10	26328.92	25535.69	25159.83
11	26548.30	25700.10	25302.25
12	26767.63	25864.78	25445.03
13	26987.01	26029.44	25587.39
14	27206.38	26193.82	25730.14
15	27425.70	26358.17	25872.57
16	27645.11	26522.86	26015.03
17	27864.53	26687.53	26157.79
18	28083.81	26852.20	26300.53
19	28303.19	27016.90	
20	28522.52	27181.56	
21	28741.91	27346.26	
22	28961.27		
23	29180.66		
24	29399.95		
25	29619.37		
26	29838.74		
27	30058.05		
28	30277.43		
29	30496.81		
30	30716.13		

SCHEDULE -D

MAINTAINANCE DEPT - MONTHLY FIXED SCALE (NRCOLG INDEX - 1850 POINTS)

1 ST YEAR EFFECTIVE FROM 2018-01-01 TO 2018-12-31

	A	B	C	
	SKILL	SEMISKILL	UNSKILL	PROB
1	23728.83	22131.68	20007.16	6650.75
2	24355.76	22442.39	20165.25	6742.71
3	24982.66	22758.55	20323.34	6834.60
4	25609.53	23069.23	20481.50	
5	26236.38	23385.41	20634.09	
6	26863.30	23696.12	20792.18	
7	27490.20	24012.35	20950.26	
8	28117.11	24323.06	21108.33	
9	28743.94	24639.20	21261.01	
10	29370.85	24949.95	21419.06	
11	29997.75	25266.10	21577.11	
12	30624.64	25576.84	21736.95	
13	31251.51	25893.00	21887.88	
14	31878.39	26203.72	22045.93	
15	32505.32	26519.90	22204.03	
16	33132.19	26830.57	22361.75	
17	33759.07	27141.31	22514.74	
18	34386.00	27452.01	22672.84	
19	35012.85	27762.72		
20	35639.75	28073.46		
21	36266.64	28384.24		
22	36893.53			
23	37520.42			
24	38147.34			
25	38774.19			
26	39401.14			
27	40028.03			
28	40654.93			
29	41281.83			
30	41908.73			

MAINTENANCE DEPT - MONTHLY FIXED SCALE (NRCOLG INDEX - 1850 POINTS)**2 ND YEAR EFFECTIVE FROM 2019-01-01 TO 2019-12-31**

	A SKILL	B SEMISKILL	C UNSKILL	PROB
1	25627.14	23902.22	21607.73	7182.81
2	26304.22	24237.78	21778.47	7282.13
3	26981.27	24579.23	21949.21	7381.37
4	27658.29	24914.77	22120.02	
5	28335.29	25256.25	22284.82	
6	29012.37	25591.81	22455.56	
7	29689.42	25933.34	22626.28	
8	30366.48	26268.90	22797.00	
9	31043.46	26610.33	22961.89	
10	31720.52	26945.95	23132.58	
11	32397.56	27287.39	23303.28	
12	33074.61	27622.99	23475.91	
13	33751.63	27964.44	23638.92	
14	34428.66	28300.01	23809.61	
15	35105.75	28641.49	23980.36	
16	35782.76	28977.02	24150.69	
17	36459.80	29312.61	24315.92	
18	37136.88	29648.17	24486.67	
19	37813.88	29983.74		
20	38490.93	30319.33		
21	39167.97	30654.97		
22	39845.02			
23	40522.05			
24	41199.13			
25	41876.13			
26	42553.23			
27	43230.27			
28	43907.32			
29	44584.38			
30	45261.43			

MAINTENANCE DEPT - MONTHLY FIXED SCALE (NRCOLG INDEX - 2100 POINTS)

3 RD YEAR EFFECTIVE FROM 2020-01-01 TO 2020-12-31

	A SKILL	B SEMISKILL	C UNSKILL	PROB
1	28217.31	26354.40	23876.35	7757.43
2	28948.56	26716.80	24060.75	7864.70
3	29679.77	27085.57	24245.15	7971.88
4	30410.95	27447.95	24429.62	
5	31142.11	27816.75	24607.61	
6	31873.36	28179.15	24792.00	
7	32604.57	28548.01	24976.38	
8	33335.80	28910.41	25160.76	
9	34066.94	29279.16	25338.84	
10	34798.16	29641.63	25523.19	
11	35529.36	30010.38	25707.54	
12	36260.58	30372.83	25893.98	
13	36991.76	30741.60	26070.03	
14	37722.95	31104.01	26254.38	
15	38454.21	31472.81	26438.79	
16	39185.38	31835.18	26622.75	
17	39916.58	32197.62	26801.19	
18	40647.83	32560.02	26985.60	
19	41378.99	32922.44		
20	42110.20	33284.88		
21	42841.41	33647.37		
22	43572.62			
23	44303.81			
24	45035.06			
25	45766.22			
26	46497.49			
27	47228.69			
28	47959.91			
29	48691.13			
30	49422.34			

SCHEDULE-DD**STEPS FOR WAGES STRUCTURE FOR ENGINEERING DEPT.**

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

or

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

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

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

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

SCHEDULE-E

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

YEARS OF SERVICE	LONG SERVICE AWARD
1 - 5 years	LKR- 625/-
6 - 10 years	LKR 725/-
11 - 15 years	LKR 975/-
16 - 20 years	LKR 1,175/-
21 - 25 years	LKR 1,400/-
26 years and above	LKR 1,800/-

Memorandum of Settlement

Entered into under the
Provisions of the Industrial Disputes Act, No. 1950 (as amended)

Between

Bata shoe Company of Ceylon Limited
(Hereinafter referred to as "The Company")

And

The Commercial & Industrial Workers Union
Hereinafter referred to as "The Union"

The matters set out in the list of demands annexed to the Union's letter to the Company dated 28th September 2017 are all deemed to be settled in terms of the collective agreement entered into between the parties on 4th June 2018 and as per this memorandum of settlement. A copy of the Union demands annexed to the letter dated 28th September, 2017 is annexed hereto as Annexure I.

(I) WAGES SCALE

- (I) The company agrees to revise the scale of wage of the respective categories of employees as set out herein under and accordingly; the wages of employees will be increased as follows:
- (a) 1000 points of NRCOLG (1000 x LKR.2/-) equal to LKR 2000/- will be added to the present basic salary and will be increase by a some equal to Eight present (8%) of the wages applicable from 1st January 2018 to 31st December 2018. (1st year).
- (b) An increase by a sum equal to Eight percent (8%) of the wages applicable from 1st January, 2019 to 31st December, 2019. (2nd Year)
- (c) 250 points of NRCOLG (250 x 2/-) equal to LKR 500/- will be added to the basic salary of 2019 December and increase by a sum equal to Eight percent (8%) of the wages applicable as at 1st January 2020 to 31st December 2020.(3rd year)
- (II) **All fixed waged employees' annual salary increments grades should be upgraded by 3 times according to their grades.**
The Union's proposal cannot be consodered, present practice will be continued.
- (III) **Current monthly NRCOLG payment to be incorporated to the basic salary.**
Agreed that 1250 points (LKR 2,500) of the NRCOLG will be added to the basic salary as follows.
1st year points 1000 (LKR 2,000)
3rd year points 250 (LKR 500)
- (IV) **All government declared increments for the private sector employees to be added to the salary without any conditions.**
Union demand cannot be considered. Comply only as per the Government Circular
- (V) **Service award to be increased by 50%**
Increased as per the schedule - E

2 NRCOLG PAYMENT

- (1) Government approved NRCOLOG payments to be paid with the arrears.
Union demand cannot be considered. However, the company agreed to discuss this matter further within four months of time upon singing the Collective Agreement.

3 BONUS

1. The current bonus of one and half months (1 & 1/2) to be increased to three (3) months.
Present practice will be continued.

4 ENSURE TO PAY THE MAXIMUM WAGES OF THE GRADE DURING TEMPORARY TRANSFERS

Union demand cannot be considered. Present practice will be continued.

5 SPECIAL ATTENDANCE ALLOWANCE OF LKR 3,000/- TO BE PAID FOR A MONTH

The Union demand cannot be considered.

6 SHIFT ALLOWANCE

1. 2nd shift allowance to be increased by 12.5% to 30%
2. 3rd shift allowance to be increased by 15% to 40%

2nd Shift allowance will be increased as follows:

- 1st year 17.5%
- 2nd year 17.5%
- 3rd year 20%

7) IF THE SHIFT WORKERS ACHIEVE THE PRODUCTION TARGET FOR FIVE HOURS (SATURDAY), THEN THE MAXIMUM WAGES TO BE PAID

The company agreed to pay maximum wages as per the target output achieved for 5 hours approved by the Costing Department.

8) PROVIDE BREAKFAST FOR ALL WORKERS

Company agreed to provide breakfast for the workers for the workers who work on the 1st shift (6am - 2pm). The breakfast menu will be decided by the company.

9) THE ANNUAL LEAVE ENTITLEMENT OF THE RETIRING YEAR TO BE REIMBURSED

Agreed, Calendared annual leave will not be applicable during the year of retirement. They have to apply own leave to avoid no pay deductions.

10) WITH REGARD TO THE CASUAL LEAVE CLAUSE No. 8 OF THE CURRENT UNION AGREEMENT TO BE REMOVED.

The union demand cannot be considered. Present practise will be continued.

11) GRANT 3 HOURS FOR SHORT LEAVE PER MONTH

Emergency leave will be granted only for urgent matters without hindrance to work. Present practice will be continued.

12) INSURENCE COVER

I. Increase OPD cover from LKR 6000/- to LKR 12,000/-

The Union proposal cannot be considered. Present practice will be continued.

II. Hospitalization cover to be increased from LKR 80,000/- to LKR 150,000/-

Amount will be increased as follows:

1st year LKR 90,000/-

2nd year LKR 100,000

claims will be subject to the Terms and conditions of the Insurence policy.

III. The Insurence coverage to be extended to family members.

The Union proposal cannot be considered. Present practice will be continued.

13. IF ACCIDENT LEAVE EXCEEDS 3 DAYS, PAID LEAVE TO BE GIVEN FOR ADDITIONAL DAYS

If an employee provides A medical certificate from the Government Hospital for additional days, following will be considered.

- Advance the minimum wages for additional days.
- Company will bear the difference if the insurance reimbursement does not meet the patient's minimum days wage.

14 BIRTHDAY GIFT VOUCHERS TO BE INCREASED TO LKR 2,000

Amount will be increased to LKR. 1,250/-

15 TO PROVIDE TRANSPORT TO WORKERS WORKING UP TO 10 PM

The Union demand cannot be considered, shift Allowance increased by considering the above factor.

16 PROVIDE ALL EMPLOYEES A PAIR OF SHOE AND SET OF UNIFORM

One set of apron and a pair of shoes per person will be given per year. The type of shoes will be decided by the company. (Condition will be applied.)

17 A PAIR OF SHOES TO BE GIVEN TO CHILDREN OF EMPLOYEES SCHOOL CHILDREN

The Union demand cannot be considered.

18 DISCOUNT OF THE SHOE PURCHASE CARD TO BE INCREASED FROM 20% TO 30% AND THE VALUE TO BE INCREASED TO LKR 30,000/-

The Union demand cannot be considered. Present practice will be continued.

19 SPECTSCLES REIMBURSEMENT TO BE INCREASED TO LKR 2,500/-

Amount will only be increased to LKR 1,500, once in two years,

20 TO ABSORB ALL MANPOWER EMPLOYEES TO THE PERMANENT CATER

The Union demand cannot be considered. Present practice will be continued.

21 RETIREMENT AGE OF LADIES SHOULD BE EXTENDED TO 55 YEARS

The Union demand cannot be considered. Present practice will be continued.

22 EMPLOYEES WHO WORKS DURING ANNUAL VACATION SHOULD BE GIVEN TRANSPORT ALLOWANCE OF LKR 200

Amount will be increased to LKR 125

23 BELOW FACILITIES/ALLOWANCES ENJOYED BY EMPLOYEES HAS TO BE INCREASED BY 50%

● **25 years long service award-Increased As follows.**

Amount will be increased to LKR 30,000 for the employees who have completed 25 years of service and will be paid as follows.

LKR 20,000 in cash and LKR 10,000 worth of Bata Gift Vouchers

This will be paid for those who are in the Service by the time of the Collective Agreement is signed.

● **Scholarship - Increased as follows.**

Grade V Scholarships

The Company will grant Scholarship Award of LKR 10,000/- per child for 15 children of the employees who have qualified at the Scholarship examination. In the event of there being more than 15 such children, the company will select the best 15 based on their marks obtained.

Scholarships - University Entrance - Increased as follows.

The Company will grant Scholarship of LKR 15,000/- per child for 10 children of the employees who have qualified for university entrance. In the event of there being more than 10 such children, arrangements will be made with the University to choose the 10 most meritorious. The amount shall be same for the entire University stay of each student.

● **Picnic**

Amount will be increased to LKR 100,000

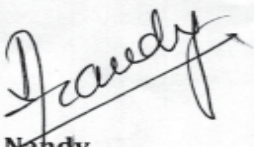
- **Retirement Gift**
Amount will be increased to LKR 10,000
- **Death Donation**
Amount will be increased to LKR 110,000
- **Soap**
Present practice will be continued.

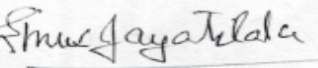
The Matters set out in the list of Demands to the Union by the Compay by its letter dated 19th October 2017.

1. To deploy Union Leaders in the production process

- One Union Leader will be available full time for Union requirements and the balance 2 will be involved in the production process.
- If the union leaders belong to Piece Rate work category will continue to get the weekly allowance of LKR. 1,000 each and if he belongs to monthly Fixed or weekly fixed payment category he will be entitle LKR. 1,000 per month.
- If the Union discussions exceeds over 2 hours, then the concerned Union Leader's earnings will depend on the department's performace of the day.
- If one Union Leaderr is deployed in the main operation, then he should be placed in a position which will not have an adverse effect on the production due to his time spent on union work. The Union Leader could be transferred within the same deapartment if a vacancy exisits and if not he will be transferred to any other department, but will have his attendance marked in the original department.
- If in case more than one union leader is appointed from a deapartment, then one has to be transferred to another department. However, his attendance will be marked in the original department while his earnings/ benifits will be as per his output in the transferred department. The other union leader will remain in the same department in a position which will not affect the production output adversely due to attending to Union matters.
- Subsequently upon completing his term, he will revert to his original department.

All agreed terms will be effective after the Collective Agreement is signed except the salary increase which will be effective from 1st January 2018.


Amitav Nandy
For & on behalf of
BATA SHOE COMPANY OF CEYLON LTD


Linus Jayathilake
For & on behalf of
**COMMERCIAL & INDUSTRIAL
WORKERS UNION**

Signed before me on the 14th August 2018.