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# The Gazette of the Democratic Socialist Republic of Sri Lanka

#### **EXTRAORDINARY**

අංක 2341/02 – 2023 ජුලි මස 17 වැනි සඳුදා – 2023.07.17 No. 2341/02 – MONDAY, JULY 17, 2023

(Published by Authority)

# PART I: SECTION (I) – GENERAL

### **Government Notifications**

My No. CI/1887

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between PG PGlass Ceylon PLC, No. 148, Maligawa Road, Borupana, Ratmalana of the one part and the Inter Company Employees Union, No.10, Council Lane, Dehiwala of the other part on 17<sup>th</sup> February 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

B. K. Prabath Chandrakeerthi, Commissioner General of Labour.

Department of Labour, Labour Secretariat, Colombo 05. 06<sup>th</sup> July, 2023

Collective Agreement No. 13 of 2023



#### COLLECTIVE AGREEMENT

2022 - 2024

# BETWEEN P G P GLASS CEYLON PLC

&

#### INTER COMPANY EMPLOYEES UNION

#### **COLLECTIVE AGREEMENT 2022**

This Agreement entered into by and between "PGP Glass Ceylon PLC" (PQ 190), a company duly incorporated in Sri Lanka and having its registered office at No.148, Maligawa Road, Borupana, Ratmalana (hereinafter referred to as the "Employer") and "Inter Company Employees Union" a Trade Union duly registered in Sri Lanka, having its registered office at No. 10, Council Lane, Dehiwala. (Hereinafter referred to as "the Union")

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

TITLE: The Collective Agreement shall be known and referred to as the PGP Glass Ceylon PLC Collective Agreement 2022.

#### 1. PARTIES COVERED AND BOUND BY THE AGREEMENT

This Agreement shall cover and bind the Employer, the Union and all Permanent employees who are members of the Union and are in employment as at the date of signing of this Agreement.

#### 2. DATE OF OPERATION AND DURATION

This agreement shall be effective from 1st April, Two Thousand Twenty Two (01.04.2022) and shall thereafter continue to be in force unless it is terminated by either party giving one month's notice, in writing, to the other party provided however that neither party hereto shall give such notice to the other party prior to the 28th of February, 2025.

### 3. REPUDIATION OF PREVIOUS COLLECTIVE AGREEMENT

This Agreement shall supersede and replace the provisions of the previous Collective Agreements signed between the parties and all such previous Collective Agreements shall stand terminated with effect from the date on which this Collective Agreement comes into force.

#### 4. SALARIES

The employer agrees to grant the following increases of salaries to all permanent employees covered and bound by this Agreement, on the following basis during the pendency of this Agreement. The Following revision shall be subject to the relevant employees being in service as at the date signing of this agreement.

### i) Period from 01st April 2022 to 31st March 2023 (1st Year)

- a) With effect from 01st April 2022, Rs. 7000/= or an amount equivalent to 14%, of the basic salary of an employee as at 1st April, 2022 whichever is higher, will be added to the basic salary.
- b) Thereafter, a further sum of Rs.335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2022.

c) To pay a sum of Rs. 136,000/= in lieu of NRCOLG (Non-Recurring Cost of Living Gratuity) for the period referred to above and out of the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) and Rs. 72,000/= paid as an advance will be deducted from the total amount and the remaining balance amount of Rs. 64,000/= will be paid during the month of April 2023.

Parties agree that the said advance payment of Rs. 6000/= per month in terms of 4 (i) (c) has already paid as a monthly advance, up to the date of signing of this agreement.

Parties agree that the payments made in terms of 4(i) (c) above, will not attract EPF/ETF or any other statutory or consequential benefits.

The arrears as per 4(i) above will be paid subject to the relevant deductions.

The arrears payable as per 4(i) a) and (b) will attract EPF, ETF, and Attendance Allowance, Overtime and Holiday Pay only.

### ii) Period from 01st April 2023 to 31st March 2024 (2nd Year)

- a) With effect from 01st April 2023, Rs. 6000/= or an amount equivalent to 12%, of the basic salary of an employee as at 1st April, 2022 whichever is higher, will be added to the basic salary.
- b) Thereafter, a further sum of Rs.335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2023.
- b) To pay a sum of Rs. 140,000/= in lieu of NRCOLG (Non-Recurring Cost of Living Gratuity) for the period referred to above and out of the said total amount, an amount of Rs.6,000/= shall be paid as an advance, monthly ( for a period of twelve months) and Rs.72,000/= paid as advance will be deducted from the total amount, and the remaining balance amount of Rs. 68,000/=will be paid during the month of April 2024.

Parties agree that the payments made in terms of 4(ii) (c) above, will not attract EPF/ETF or any other statutory or consequential benefits.

#### iii) Period from 01st April 2024 to 31st March 2025 (3rd Year)

- a) With effect from 01st April 2024, Rs. 6000/= or an amount equivalent to 12%, of the basic salary of an employee as at 1st April, 2022 whichever is higher, will be added to the basic salary.
- b) Thereafter, a further sum of Rs.335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2024.
- c) To pay a sum of Rs. 144,000/= in lieu of NRCOLG (Non-Recurring Cost of Living Gratuity) for the period referred to above and from the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) and Rs.72,000/= paid as an advance will be deducted from the total amount, and the remaining balance amount of Rs. 72,000/=will be paid during the month of April 2025.

Parties agree that the above payments made in terms of 4(iii) (c), will not attract EPF/ETF or any other statutory or consequential benefits.

iv) The Union and their members agree not to make further demands or raise issues / requests on matters relating to salaries / wages or salary increase of any employees during the period covered by this agreement.

## 5. The Union and employees agree that if during the continuance in force of this agreement, the Government of Sri Lanka:

- i) Prescribes in any year, increases in salary / and or any allowances by any written Law applicable to categories of employees covered by this agreement, the employer shall be entitled to take credit for the salary increases granted to an employee in respect of such year in terms of clause 4 hereof and determined the increase, if any, that is granted to an employee accordingly.
- ii) Recommends increases in salaries and or any allowances, such recommendations will not be applicable to the employer regardless of whether or not such recommendation is applicable to the categories of the employees covered by this agreement.

#### 6. SHIFT, HEAT & DUST, MACHINE, SUBSISTENCE AND DISTURBANCE ALLOWANCES

#### i) Shift Allowance

The shift allowance payable for 8 hours shift to the relevant employees is as follows: -

Shift		Amount
Morning	-	Rs.10/=
Afternoon	-	Rs.20/=
Night	-	Rs.35/=

When an employee reports for duty on short leave or half day on his scheduled work, the allowance would be calculated on pro-rata basis.

#### ii) Heat & Dust Allowance

The Heat & Dust allowance payable for an 8-hour scheduled shift to the relevant employees is as follows: -

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Heat Allowance - Rs. 60/= (Furnace)
Dust Allowance - Rs. 60/= (Batch House)
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This would be confined to relevant employees in line with the existing norms. When an employee reports for duty on short leave or half day on his scheduled work, the allowance would be calcinated on pro-rata basis.

#### iii) Machine Allowance

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Machine allowance - Rs. 100/= (Hot End & IS)
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Machine allowance is applicable to employees who are permanently attached to Hot End and IS divisions. This allowance will be paid only when the relevant employee arrives at his scheduled shift. Therefore, this allowance will not be paid during the period when the employee is engaged at work on overtime. When an employee reports for duty on short leave or half day on his scheduled work, the allowance would be calculated on pro-rata basis.

#### iv) Technical recompense

Technical recompense payable for an 8-hour scheduled shift only for the employees indicated as follows: -

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Electrical and Instrumentation - Rs.60/= General Maintenance - Rs.60/=
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The aforementioned payments in Clauses 6 (ii) and 6 (iv) will come into effect from the date of signing the collective agreement. When an employee reports for duty on short half day on his scheduled work, the allowance would be calculated on pro-rata basis.

The employer is required to take further possible measures to minimize the impact arising out of heat, dust, and sound.

#### v) Subsistence allowance & Disturbance allowance

- Subsistence allowance Rs.175/=
- Disturbance allowance of Rs.250/=
- Disturbance allowance of Rs.300/=for the employees who are called to perform emergency duties on operational requirements without prior notice. This will come into operation from the date of signing the Collective Agreement.

This would be confined to relevant conditions and relevant employees in line with the existing norms.

#### 7. WELFARE ACTIVITIES

#### i) Donation in the event of a Death

In the event of a death of a permanent employee, who is covered and bound by this agreement, the employer agrees to pay Rs. 250,000/= to the person who has been nominated by the employee.

#### ii) Service Awards

It is agreed between the parties that the following service awards shall be granted when an employee completes the relevant service periods as indicated below: -

- a) An Employee who has completed 15 years of continuous service shall receive an 8g gold coin.
- b) An Employee who has completed 25 years of continuous service shall receive a 10g gold coin.
- c) An Employee who has completed 30 years of continuous service shall receive a 12g gold coin.
- d) The relevant service period shall be determined taking into consideration 1st April of each year as the base date.
- e) Employees shall be entitled to the service award in the event of termination of their services, only on the following grounds provided that other requirements, in granting the service award, have been fulfilled: -
  - · Resignation from service
  - · Voluntary Retirement
  - Reaching the age of retirement as per the letter of appointment
- f) The relevant period of service as per (e) shall be determined by taking the last date of employment into consideration.

#### g) Exemptions:

- (I) It is agreed to grant the 25-year service award to an employee who has completed a continuous period of 20 years of service, at the time of his retirement and has received rthe 15 year Service award
- (II) It is also agreed to grant the 30-year service award to an employee who has been in continuous service for a minimum period of one year after becoming entitled for the 25 year service award and at the time of retirement.

#### 8. INSURANCE SCHEME

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i) The Employer shall contribute 60% of the premium while the employee is required to contribute 40% of the premium for the said insurance scheme. The present maximum claim of Rs. 180,000/- per family per annum, will be increased to Rs. 200,000/= from the next financial year. The sharing ratio (60:40) will remain the same during the pendency of this agreement.

#### 9. MEDICAL TEST

An appropriate medical test for the employees deployed in the Batch House, Furnace, Hot End, Cold End, Packing, Printing and Quality Assurance, in addition, employees who are engaged in maintenance activities of IS section, General maintenance and Instrument Technician in the Electrical Division shall be carried out on a schedule to be made by the employer. In addition, examination of eyes for all employees at the Cold End shall also be carried out according to a schedule made by the employer.

The above tests are mandatory, and employees agree to make themselves available for the respective tests, according to the schedule made by the employer.

10. The employees covered by this Agreement agree to actively attend and undergo all training initiatives of the company, such as Management Information System (MIS) International Organization for Standardization (ISO), Occupational Health and Safety Assessment Series (OHSAS), Kaizen, 5S, CLTI, Total Quality Management (TQM), Technical Training, Area Effectiveness Team (AET) Six Sigma, Parivarthan, TPM, Digital & RTMI, E-learning etc.

The Union and employees agree to participate the above training programs and are individually and collectively bound to actively implement and complete the aspects referred to above.

The Union and employees agree to actively participate to continue A Parivarthan, RTMI and the above processes, CLTI related activities and the implementation of 5S concept in the workplace and the Trade Union and employees agree to maintain the records and entries that the company introduced to each section.

The Union and the employees also agree to co-operate and support measures / initiatives and quality improvement by involving themselves in self-managed group activities (including Parivarthan, RTMI, E-learning), idea Bank and suggest scheme for productivity improvement.

A Certificate / Letter of participations will be issued to the employees on successful completion of structured Training programs conducted by the management. A letter of participation for structured training program will be issued by the management.

- 11. In view of the continuous manufacturing process that is operative in the factory, the Trade Union and the employees agree to co-operate to curb absenteeism and extending genuine support for achieving planned targets and plant efficiency.
- 12. No employee shall leave his / her place or work / department till his reliever arrives and reports for duty and hands over change to the next person on the shift. They should be in full uniform with required personal protective equipment (PPE) and should meet at machine floor to brief about the production and machine condition and defects to incoming employee.
- 13. It shall be the responsibility of the employees to observe asset care initiative by taking care of the tools, machine, spare parts and proper packing of shop floor materials. The Trade Union and employees agree that missing mould equipment which are not found need to be reported to their own sections.
- 14. The Union and the employees agree for monitoring running bottles, identifying defects in the production conveyer,

taking recovery actions by machine operator when producing all types of bottles.

The Union and employee agree to enter the blow mold number in RTMI except during job change, defect acknowledgement, to attend to the possible defect rectification by machine operators. If any defect, correction is beyond their control it should be informed to shift executive immediately.

- 15. The Union and the employees agree that machine operators should load the gob time to time on demand and ensure that sheer spray water and wear handing should be done properly and make corrections whenever necessary.
- 16. The Union and Employees agree to the Usage of Personal Protective Equipment (PPE), adhering to safety instruction and norms as per standards and follow the requirements of ISO standards at the workplace are mandatory requirement.
- 17. The Union and employees agree that the use of mobile phones at the workplace shall be strictly on prior approval and shall be under exceptional circumstances. They further agree that the mobile phones are permitted to bring to the factory premises based on the said conditions only.
- **18.** The Union and employees agree to keep their respective workplace clean and to keep the machinery, equipment and goods in an orderly manner.
- 19. The Union the employees and the agree to align with the inspection / observation procedures, which are required for the security of the organization.
- **20.** As per the current system, machine operators in the hot end section agree to measure the weight of the bottle in the relevant production line and to record it.
- 21. The Union and employees agree to do blank and blow parallel swabbing every one hour in P1, P2, P3 and P4 lines and they will do parallel swabbing in P5 line two times per hour in line with the rotation of the machine operators for the purpose of regularizing present duties carried out by the same employees. The Union and employees agree to follow the procedure adapted in P1, P2, P3 and P4 lines whenever the said employees are deployed to work in P0.
- 22. The Union and the employees accept the need for is employees' involvement to start the IS machine after job change and handling of variables and mould equipment carefully to improve efficiency and reduce T1.
  - Further, all the other relevant departments should support to reduce T2 time. The Union and employees agree for attending to start the machine after every job change by IS employees and to bring IS fitters for job changes in the early hours, that is to attend as they came before as per management requirement.
- 23. The Union and the Employees who are members of the Union agree to work appropriately and with due concentration in relation to their respective work areas during their working hours within the organization. The Employer agrees to provide the necessary facilities and the work environment for this purpose.
- 24. In view of the continuous manufacturing process that is operative in the factory, the Union and the employees agree to concentrate and co-operate to minimize and control re-sorting.
- 25. The Union and the Furnace Operators in furnace department agree to remove and install stirrers of cord disposal, The Union and employees agree to maintain quanti drain (when there are three employees) and properly supervise and observe the system when color forehearth is not in operation.
  - It was also agreed by the Union to attend hot Repair work including Chimney Damper replacement, Water Jacket work during spout Changes For such situations management agree to deploy additional furnace operators as per the requirement.
- 26. The Union and employees agree that they are bound by the disciplinary standards / norms and work arrangements and prevailing procedures of the company, and the company has the right to take appropriate disciplinary action against and misconduct / violation.

- 8A I කොටස: (I) ඡෙදය ශී ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය 2023.07.17 Part I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 17.07.2023
- 27. The Union and Employees agree to actively and enthusiastically participate in all activities done and to be initiated to preserve energy.
- **28.** The Union and Cold End Supervisors agree to change the lines once a month.
- 29. The Union and employees agree to involve themselves actively and efficiently in various committees, including, safety committee, canteen committee, welfare committee *etc*.
- **30.** The Union and employee agree that any sabotage act carried-out which will have an adverse impact on productivity, efficiency and sales would be considered as violation of agreement.
- 31. Trade Union and Employees agree to take all possible measures to enhance plant performance, productivity, Quality and efficiency.
- 32. 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 the Union action against the employer in respect of any dispute between the employer on the one hand and the Union and /or its members and/or any employees covered and bound by this agreement on the other hand when such dispute is related to a matter/matters covered by this agreement.
- 33. The Union and employees agree to take immediate actions when it is known that an attempt is being made to infringe or violate any clauses of this agreement by any member individually or collectively.

#### 34.Grievance and Dispute Settlement Procedure

In the event of any dispute or grievance in relation to a matter/dispute not covered under this collective agreement, between an employee or employees / "Trade Union" and the employer, the following procedure shall be followed for the settlement of such dispute or in resolving such grievance:

- i. The employee or the "Trade Union" representative shall, in the first instance, raise the dispute or grievance with the Sectional Manager / departmental Head.
- ii. If the dispute or grievance is not satisfactorily resolved as referred to at 34.i above, the employee or the "Trade Union" representative shall then refer the matter to the Human Resource Manager in writing, and the Human Resource Manager shall discuss the matter with the employee or the "Trade Union" representative and Endeavour to bring about a settlement.
- iii. If no satisfactory solution is arrived at the discussions in 34.ii above, then the matter in dispute shall be discussed by the employee or "Trade Union" with the members of the senior management represented by the present designation of General Manager / Vice President.
- iv. If no satisfactory solution is arrived at the discussion in 34.iii above, then the matter in dispute shall be discussed by the Employee or "Trade Union" with the COO/CEO/President.
- v. If the dispute is not resolved as referred to at 34-iv above, the employee / Trade Union shall pursue the matter with the Employers' Federation of Ceylon (EFC), of which the employer is a member.
- vi. If after discussion the matter cannot be resolved buy the intervention of EFC or undercertain circumstances if the "Trade Union" deicide not to \agree for the intervention of the Employers' Federation of Ceylon, after giving

reasons to that effect in writing, and then conciliatory proceeding under the Indusrial Dispute Act (IDA) should be followed.

- vii. a) If the Conciliation in the Department of Labour fails, and the "Trade Union" contemplates stoppage of work or strike action, not less then 21 days prior written notice should be given to the employer and to the EFC.
  - b) If any Trade union action other then the action referred to under 34. vii -a) is contemplated not less then 7 days prior written notice should be given to the employer and the EFC.
- viii. Without prejudice the privisions above, the employees the "Trade Union" and its members hereby agree that they shall not resort to any Trade union action in respect of any dispute not covered by this agreement without having recourse to the Grievance and Disputes Settlement Procedure set out herein.
- ix. Management agreed to reply Union letters on disputes within a period of 7 working days.
- 35. i) the term "Union" shall include an employee / employees and/or Trade Union as well.
  - ii) "Salaries or Wages" mean consolidated salaries or wages.

In witnes hereof, the parties placed their signatures on this on 17th February, Two Thousand & Twenty- Three, at Colombo.

On behalf of the Trade Union

Wasantha Samarasinghe

President, Parent Union

Inter Company Employees Union

R.D. Riency Ranjith

(President-Branch Union-ICEU)

-Qn behalf of the ₽

Sanjay Jain

Executive Director & COO

PGP Glass Ceylon PlyC

Arun Khedwal

Gen. Mng & Head of Operations

PGP Glass Ceylon PLC

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Dissanayakage Deepal (Secretary - Branch Union-ICEU)

A.K.M. Fowzin

Head of - H R

PGP Glass Ceylon PLC

Janaka Ruwan Kumara (Vise President -BU - ICEU)

Achint Randana Arachchi Senior Manager - H R

PGP Glass Ceylon PLC

Witness: -

Chameel N. Perera

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Assistant Director General Employer's Federation of Ceylon

EOG 07-0134

My No.: CI/1670

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Paints and General Industries Ltd, 4th Floor Propertex Building, 108, W.A.D. Ramanayaka Mawatha, Colombo 2 of the one part and the Inter Company Employees Union No.10, Council Lane, Dehiwala of the other part on 09th February 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

**B. K. Prabath Chandrakeerthi,** Commissioner General of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 06th July, 2023.

#### COLLECTIVE AGREEMENT

#### Between

#### PAINTS AND GENERAL INDUSTRIES LIMITED

And

### INTER COMPANY EMPLOYEE'S UNION

2023 - 2025

#### **COLLECTIVE AGREEMENT**

This collective agreement entered into between Paints and General Industries Ltd, a Company duly registered and having its registered office at 4th Floor, Propertex Building, 108, W.A.D. Ramanayaka Mawatha, Colombo 2 (hereinafter referred to as "the Employer") and the Inter Company Employees Union a Trade Union duly registered and having its registered office at No. 10, Council Lane, Dehiwela (hereinafter referred to as "the Union"), on this 09th day of February Two Thousand Twenty-Three.

Whereas the Union made certain demands of the Employer for the revision of wages and other terms and conditions of their members employed by the Employer, and parties having arrived at the following terms of agreement, as set out below:

#### 1. PARTIES COVERED AND BOUND

The terms of this agreement shall cover and bind the Employer, the Union and the members of the Union employed on permanent contracts of employment by the Employer in the Manual/Operative grades in the Company.

#### 2. **OPERATION OF AGREEMENT**

This Agreement shall take effect from 01st January 2023 and, unless otherwise terminated by either party to this agreement by giving notice to the other under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that neither party to this agreement shall give notice of such termination prior to the 30th of November 2025.

#### 3. **SALARIES**

Employer agrees to revise the salaries of the employees for the duration of the Collective Agreement as follows:

From 1st January 2023 Rs. 2,500/=

From 1st January 2024 Rs. 1,250/=

From 1st January 2025 Rs. 1,500/=

#### ANNUAL INCREMENTAL RATES

The present rates of annual increment will remain unchanged for the duration of this Collective Agreement.

#### MEDICAL REIMBURSEMENT 5.

The Employer agrees to increase the reimbursement of expenses incurred for treatment / purchase of spectacles or lenses by employees as given below, with effect from 1st January 2023.

I කොටස: (I) ඡෙදය – ශී ලංකා පුජාතාන්තුක සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2023.07.17 Part I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 17.07.2023

- I. OPD medical treatment
- Rs.9,200/= per annum
- II. a) Purchase of Spectacles
- Rs.6,000/= once in Ten (10) years
  - reimbursement
- b) Replacement of lenses Rs 4,000/= once in three years

At the same time, the Union agrees to extend its fullest cooperation to prevent the misuse by employees of medical facilities obtained from the company Doctor.

#### 6. DEATH DONATION

The Employer agrees to increase the company's monthly contribution towards the death donation society contribution per employee up to Rs. 140/=

In the event of the death of a family member, the present payment of Rs.7,000/= will be increased to Rs.8,000/=

#### 7. JOB ROTATION

The Employer agrees to carry on job rotation based on manpower requirement and business exigencies.

- **8.** The Union, 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.
- 9. If during the continuance in force of this Agreement the Government prescribes increases in salary by any written law, which shall be applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement.
- 10. The Employer, the Union 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 and it is also agreed that the Trade Union and the employees 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.
- 11. Parties also agree to resolve any dispute, whether covered by this agreement or not, 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 Union's branch committee to the Employer, and at least three weeks' time given for the Employer to resolve the dispute.
- b) In the event of non-resolution of the dispute at Stage (a) above, the Employers Federation of Ceylon shall invite the Union and its members for a discussion to resolve such dispute.
- 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 Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

#### 12. EXISTING TERMS

Subject to the revisions specifically set out herein, the terms and conditions of employees covered and bound by this Agreement as at 31 December 2022 shall continue to remain in force.

In witness hereof, parties have set their hands on this 09th day of February Two Thousand Twenty -Three at Rajagiriya.

For and on behalf of: PAINTS & GENERAL INDUSTRIES LTD.

For and on behalf of: INTER COMPANY EMPLOYEES' UNION

EOG 07 - 0136