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No. 1938/21 – FRIDAY, OCTOBER 30, 2015

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1793.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Bogala Graphite Lanka PLC, of the one part and The Inter Company Employees' Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 30th day of July 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATHUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
13th October, 2015.

Collective Agreement No. 16 of 2015

Bogala Graphite Lanka PLC

Collective Agreement 2015

THIS COLLECTIVE AGREEMENT is made on this 30th day of July 2015 pursuant to the Industrial Disputes Act between BOGALA GRAPHITE LANKA PLC, a Company duly registered in Sri Lanka, (hereinafter referred to as the "EMPLOYER") of the one part and INTER COMPANY EMPLOYEES' UNION, being a Trade Union duly registered and having its registered office at No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama (hereinafter referred to as the "Union") of the other part.

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

1. **Title.**- This Agreement will be called and known as Bogala Graphite Lanka PLC 'Collective Agreement [CA] 2015'.



G022546 - 27(2015/10)

This Gazette Extraordinary can be downloaded from www.documents.gov.lk

2. **Parties Covered and Bound.**- This Agreement shall cover and bind the Employer, the Union and members of the Union who are employed by the Employer, as permanent employees at Bogala Graphite Lanka PLC Bogala Mines, Aruggammana on the date of signing of this Agreement, except the Clerical, Supervisory, Executive and Managerial Staff.

3. **Date of Operation and Duration.**- This Agreement will come in to effect from 1st January 2015 and will cover a minimum period of 1 year. This agreement shall supersede and replace the provisions of all previous Collective Agreements signed between parties and all such previous Collective Agreements shall stand terminated with effect from the date on which this Collective Agreement comes into force.

The Agreement will thereafter continue to be in force and will not end till a new Collective Agreement called and known as "Bogala Graphite Lanka PLC Collective Agreement" will be signed or till terminated in writing by either party with one month's notice to the other and according to the provisions of the Industrial Disputes Act.

4. **General Terms and Conditions.**- The Terms and Conditions of this Agreement shall as from the date hereafter and during the continuance in force of this Agreement be deemed to be included in all contracts of employment between the employer and the Employees covered and bound by this agreement.

5. **Income Structure.**- With effect from the date of operation, the employer shall secure for each employee covered and bound by this Agreement the following income Structure.

- Basic salary in accordance with the approved Salary Scale of the Employer and with the Sri Lankan laws, payable monthly
- Production Incentive (formerly known in Bogala as "PVD"), calculated as shown in the paragraph 8, payable monthly
- Annual Bonus based on productivity targets achievement, calculated as shown in the paragraph 9, payable yearly in two installments in April and in December.
- Other Statutory payments.

6. **Salary Increase.**-

The Employer will add to each employee's basic salary a sum of Rs. 5,000/= starting from 1st January 2015.

Notional Arrears.- As a matter of goodwill, it is agreed that an employee who was in employment as at 1st January 2015 and who is currently in employment will receive as notional arrears for the period 1st January 2015 to 30th March 2015, a sum equivalent to Rs. 15, 000 (Rs. 5,000 X 3 Months). This payment shall not constitute a part of "Earnings" of an employee for any payments such as Overtime, Provident Fund, Trust Fund, Gratuity, etc. thereon.

7. **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 6 hereof and determine the increase, if any, that is to be 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 employees covered by this Agreement.

8. **Production Incentive Scheme [formerly known as "PVD"]**- With effect from the date of operation, the monthly Production Incentive [PVI] will be calculated according to the following formula:

$$PI = [A + B] * [C/D] \text{ where}$$

A = Attendance allow .+ Interim allow. + UG allow. + Balance Allowance of CA 2006/2008

Attendance allowance = Rs. 500

Interim allowance = Rs. 400 [considered only for the underground Division]

Underground allowance = Rs. 440 for all underground only
Balance allowance of CA 2006/2008 = Rs. 2,500

B = Rate agreed with the Union shown in the table below [in Rs.]
Manual and Operative Grades

	SP	I	II	III	IV	V	VI
Underground	2500	2250	2100	1950	1900	1850	1800
Processing	2500	2250	1850	1700	1600	1350	1300
Plant Engineering	1450	1400	1350	1325	1300	1200	1150
Transport	1400	1350	1100	750	700	650	600
Estate & Admin	1200	950	700	600	550	500	450

C = Calculated monthly individual bonus points in Rs. [see calculation in paragraph 9]

D = Base point for bonus calculation [see calculation in paragraph 9]

9. Annual Bonus Based on Productivity.— With effect from the date of operation, the Employer and the Union agree upon the following calculation of the Annual Bonus (AB) based on productivity achievements:

AB = Sum of the 12 months individual bonus points (C) in Rs.

For one month, the calculation is shown below

$C = (AP / TP) \times D$

Where

AP = Achieved Productivity by individuals or group of individuals established monthly

TP = Targeted Productivity established monthly by the Management for individuals or group of individuals.

D = Base point of Bonus.

Base point of Bonus for 2015 = (Productivity in 2014 / Productivity in 2013) x Base point of Bonus established for 2014.

D = Rs. 2,414 was established Base point for 2015

The Annual Bonus points are calculated in each month for each employee and if qualified, the equivalent in Rupee value will be paid, each year as follows :

In April - December (of Previous year) to March

In December - April to November

10. Welfare Facilities.— With effect from the date of operation, the following welfare facilities will be altered or provided as follows:

Distress Loan.— The Distress Loan will be granted within a period of one month after receiving the required details, in accordance with the currently established regulations. However due to financial constraints, an application for a loan may be refused by the Employer at its discretion.

Gold Coin (one Gold Sovereign).— Employees those who complete continuous service of 25 years would be awarded one gold coin (one gold sovereign) by the Company.

11. Safety Equipments.— The Employer shall supply to each employee the Safety Equipment established as necessary in accordance with the Company regulations and the Union agrees to convince the employees to wear or use it, failing which the Employer is entitled to take disciplinary action against such employees.

12. Working Hours.— Depending on exigencies of business, the Employer is entitled, in consultation with the Union, to change the current working hours of the Company. As Per the existing labour laws, employees should work at least 45 hours per week and 3 hours overtime duty in Saturday.

The Union agrees that when all the preparative action is completed, the underground Employees will work continuously at their working Places. In this regard, the Employer will provide a free light meal at the beginning of the shift to be taken and consumed at the working place. In addition a main meal will be provided to each employee on surface, at the Company/s Canteen, as per the time allocated by respective department head.

The Union also agrees to Comply with the Main Shafts riding Schedule introduced by the Employer.

The details regarding the above are given in Schedule I.

13. **Unauthorized Absence.**— The following Schedule will apply with regard to unauthorized absence. The prevailing disciplinary action for unauthorized absence will be applicable on a pro rata basis. However this will not be applicable to employees who were made permanent after 1 st January 2015.

01 to 12 months 10 Days

14. **Medical Certificates on Grounds of Sickness/ Injuries.** — The Union agrees that Medical Certificates issued only by government hospitals are to be considered to justify absence due to sickness or injuries.

15. **Transfers.** — It is a condition of employment that every employee is liable to be transferred from one Mine of the Employer to another or from one Department/ Section to another. If the Management is of the opinion that training is necessary. Such training will be given to the employees. A transfer will not affect the salary of the employee. However, the allowances, incentives or bonus payments will be calculated according to the schemes applicable to that particular Department/ Section to which the employee has been transferred.

Without any deductions to the salary, an Underground employee will be entitled only on medical grounds to be transferred to the Surface for a maximum period of two weeks. If the period exceeds two weeks the salary will be subject to a reduction according to the present scheme that is in operation. This is applicable only for personal sickness covered by relevant medical certificates.

16. **Half day's leave / leave.** —

- I. When deciding a date for Annual General meeting of the Union, it is required to discuss with the management for allocating one Saturday for the same.
- II. When obtaining a leave (in addition to duty leave already established for union matters) to attend the Annual General Meeting or any other meeting of the union. It should be discussed with the management in advance and the employee should agree to work on another day in lieu of the said date.

17. **Insurance Benefits.** —

1. As per the agreement with the Insurance company, benefits will be extended to all permanent Employees covered by this agreement.
2. The funeral expenses paid by the Employer to an immediate family member of the Employee, will be Rs. 13,000.

18. **Disciplinary Action.**— The employees shall be covered and bound by the current Disciplinary Procedure of the Company.

19. **Trade Union Action.**— The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of the Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute covered by this Agreement. Disputes arising out of matters not covered by this agreement, parties agree to follow the dispute settlement procedure set out in the check-off agreement signed between parties dated 15 th January 2002 :

20. **Interpretation.**— If any dispute arises regarding the interpretation of this Agreement, parties agree to refer the matter to the Commissioner-General of Labor and abide by the ruling given by him.

In witness hereof parties have hereunto set their hands on this 30th day of July 2015, at The Employers' Federation of Ceylon Office, Colombo.

For and on behalf of
Bogala Graphite Lanka PLC

APSC

Name:

ANILA PERAKRATAPASIRI

Designation:

CEO

Witnesses:

hbc

Name:

GAMINI KUMBURASENA

Designation:

GM.

Name:

v. Euphonia

Designation:

DDG./EFLC.

For and on behalf of
Inter Company Employees' Union

P. Hettiarachchi

Name:

P. Hettiarachchi

Designation:

A/S.

Witnesses:

කුමාර

Name:

K. Kumara

Designation:

සාමාන්‍ය සාමාජිකයා

Name:

සාමාන්‍ය සාමාජිකයා

Designation:

සාමාන්‍ය සාමාජිකයා

RIDING SCHEDULE OF GABRIEL SHAFT LIFT CAGE FOR COLLECTIVE AGREEMENT 2015

	1st SHIFT						2nd SHIFT				
	START			END		NO. OF RIDINGS	TIME FOR THE RIDING	START		END	
	TIME	LEVEL	TIME	LEVEL	TIME			LEVEL	TIME	LEVEL	
Transportation of workers/ supervisors to the U/G & transportation of trolleys	7.45 A.M.	72 FM	8.18 A.M.	72 FM	2	16.5	3.15 P.M.	72 FM	3.48 P.M.	72 FM	
Supply of materials/ services transportation of trolleys	8.18 A.M.	72 FM	9.00 A.M.	72 FM	2	21	3.48 P.M.	72 FM	4.30 P.M.	72 FM	
Transportation of trolleys & water bunkers	9.00 A.M.	72 FM	10.31 A.M.	275 FM	5 1/2	16.5	4.30 P.M.	72 FM	6.01 P.M.	275 FM	
Inter-level transportation/ riding of half-day leave takers & miners with other physical requirements	10.31 A.M.	275 FM	10.39 A.M.	72 FM	1/2	16.5	6.1 P.M.	275FM	6.09 P.M.	72 FM	
Transportation of trolleys	10.39 A.M.	72 FM	12.18 P.M.	72 FM	6	16.5	6.09 P.M.	72 FM	7.48 P.M.	72 FM	
Transportation of explosives/ Inter-level transportation & riding of miners with other physical requirements	12.18 P.M.	72 FM	12.34 P.M.	72 FM	1	16.5	7.48 P.M.	72 FM	8.04 P.M.	72 FM	
Transportation of trolleys	12.34 P.M.	72 FM	12.43 P.M.	275 FM	1/2	16.5	8.04 P.M.	72 FM	8.13 P.M.	275 FM	
Inter-level riding of explosive takers/transportation of trolleys	12.43 P.M.	275 FM	12.59 P.M.	275 FM	1	16.5	8.13 P.M.	275 FM	8.29 P.M.	275 FM	
Riding of explosive man & workers for cutting SH rails & timber	12.59 P.M.	275 FM	1.07 P.M.	72 FM	1/2	16.5	8.29 P.M.	275 FM	8.37 P.M.	72 FM	
Transport of trolleys	1.07 P.M.	72 FM	1.16 P.M.	275 FM	1/2	16.5	8.37 P.M.	72 FM	8.46 P.M.	275 FM	
Riding of tool carriers	1.16 P.M.	275 FM	1.23 P.M.	72 FM	1/2	14	8.46 P.M.	275 FM	8.53 P.M.	72 FM	
Transportation of empty trolleys/ lowering of lift cage for men riding up	1.23 P.M.	72 FM	1.30 P.M.	275 FM	1/2	14	8.53 P.M.	72 FM	9.00 P.M.	275 FM	
Workers/supervisors riding up & transportation of empty trolleys	1.30 P.M.	275FM	1.51 P.M.	72 FM	1 1/2	14	9.00 P.M.	275 FM	9.21 P.M.	72 FM	

TIME SCHEDULE OF UNDERGROUND WORKING ACTIVITIES FOR COLLECTIVE AGREEMENT 2015

SERIAL NO.	DESCRIPTION OF ACTIVITIES	1st SHIFT			2nd SHIFT		
		START	END	DURATION Hrs. Min	START	END	DURATION Hrs. Min
1	Arrival of the Bus	-----	6.45 A.M.	-----	-----	2.15 P.M.	-----
2	Recording of fingerprint/ Partaking of breakfast/ Lunch	6.45 A.M.	7.51 A. M.	00.30	2.15 P.M.	2.45 P.M.	00.30
3	Getting ready for the work (Hanging tag, Muster, Dressing etc.)	7.15 A.M.	7.30 A.M.	00.15	2.45 P.M.	3.00 P.M.	00.15
4	Alfred shaft riding (First Section)	7.30 A.M.	7.45 A.M.	00.15	3.00 P.M.	3.15 P.M.	00.15
5	Gabriel Shaft riding (Down) (2 times riding X 16.5 minutes.)	7.45 A.M.	8.18 A.M.	00.33	3.15 P.M.	3.48 P.M.	00.33
6	Walking from Shaft Collar of each level to working place	8.18 A.M.	8.25 A.M.	00.07	3.48 P.M.	3.55 P.M.	00.07
7	Time period for working	8.25 A.M.	1.20 P.M.	04.55	3.55 P.M.	8.50 P.M.	04.55
8	Coming back to Shaft Collar from working place	1.20 P.M.	1.25 P.M.	00.05	8.50 P.M.	8.55 P.M.	00.05
9	Blasting	1.25 P.M.	1.30 P.M.	00.05	8.55 P.M.	9.00 P.M.	00.05
10	Gabriel Shaft riding (Up) (1 1/2 times riding X 14 minutes)	1.30 P.M.	1.51 P.M.	00.21	9.00 P.M.	9.21 P.M.	00.21
11	Alfred Shaft riding (Second Section)	1.51 P.M.	2.00 P.M.	00.09	9.21 P.M.	9.30 P.M.	00.09
12	Bathing/ Dressing & Other activities	2.00 P.M.	2.20 P.M.	00.20	9.30 P.M.	9.50 P.M.	00.20
13	Partaking of meal	2.20 P.M.	2.45 P.M.	00.25	9.50 P.M.	10.15 P.M.	00.25
14	Recording of fingerprint	2.45 P.M.	3.05 P.M.	00.20	10.15 P.M.	10.35 P.M.	00.20
15	Departure of the bus	3.05 P.M.	-	-	10.35 P.M.	-	-

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Asia Pacific Brewery (Lanka) Ltd., No. 46, Welikadawatta, Nawala Road, Rajagiriya of the one part and The Inter Company Employees' Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 5th day of February 2015, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATHUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
13th October, 2015.

Collective Agreement No. 04 of 2015**COLLECTIVE AGREEMENT OF 2015 - 2016**

BETWEEN

ASIA PACIFIC BREWERY (LANKA) LTD

AND

THE INTER COMPANY EMPLOYEES' UNION**COLLECTIVE AGREEMENT**

THIS COLLECTIVE AGREEMENT entered into by and between ASIA PACIFIC BREWERY (LANKA) LTD., a Company duly incorporated in Sri Lanka and having its registered office at No. 46, Welikadawatta, Nawala Road, Rajagiriya, (hereinafter referred to as 'THE EMPLOYER') and the INTER COMPANY EMPLOYEES' UNION, a Trade Union duly registered in Sri Lanka, having its registered office at No. 259/9, Sethsiri Mawatta, Koswatta, Thalangama, (hereinafter referred to as 'the Union').

WHEREAS after representations were by the Union for a revision of salaries for their members covered and bound and by the Employer for the implementation of a new work arrangement at their brewery at Mawathagama, parties have, after discussions, arrived at the following terms of settlement:

1. **Parties Covered and Bound.** - This Agreement shall cover and bind the Employer, the Union and the members (save and except non-permanent employees) of the Union employed by the Employer on monthly contracts of employment (hereinafter referred to collectively as the "Employees" and individually as "Employee") at their brewery at Mawathagama.

2. **Effective Date and Operation of the Agreement.** - This Agreement shall take effect from the 01st day of January, 2015 and shall, unless it is repudiated by either party by giving one month's written notice to the other, shall continue to remain in force provided, however, that neither party shall give such notice prior to the 31st December 2016 and the Agreement shall not stand terminated (period of 2 years) prior to the 31st December 2016.

3. **Wage Revision.** -

1. The employer agrees to grant a total wage increase of accumulatively amounting to a total of 7% (5% basic salary) with effect from 1st January - 31st December 2015 and accumulatively amounting to a total of 8% (5% basic salary) with effect from 1st January - 31st December 2016 to employees covered by way of revision of wages for the period of the agreement.
2. The employer shall combine the shift and meal allowance to simplify the process and provide the following as a single payment per day. Should the employees work an extra shift, only over time and a meal coupon shall be provided.

2015

Shift 1 - LKR 150
Shift 2 - LKR 200
Shift 3 - LKR 250

2016

LKR 200
LKR 250
LKR 300

3. Beer quota to be increased to LKR 720 per month.
4. Transport allowance to be paid as per the current arrangement.
5. The Employer further agrees to grant and increase in production incentive per month as follows:

13,350–15,574HL–LKR 1,000
15,575–17,799HL–LKR 2,000
17,800–20,025HL–LKR 2,500

6. Medical reimbursement allowance to be increased to LKR 5,000 per employee and immediate family.

The Union and the Employees hereby agree that other than what has been agreed in this Agreement no further demands will be made from the Employer for wage increases and/or any other pecuniary matters during the operation of this 2 year agreement.

4. **Other Terms and Conditions.**– Parties agree that the terms and conditions hitherto applicable shall continue to be in force subject to the revisions set out in this Agreement.

5. **Productivity Improvement Measures and Performance of Overtime.**–

- (a) It is agreed by the Union and the Employees to fully support all endeavors of the management of the Employer to improve Total Productivity Management.
- (b) It is agreed by parties that in addition to provisions that are already in force, parties shall strictly adhere to the principles relating to work ethics, Company Code of Conduct and discipline, as set out in Schedule 1 of this Agreement.
- (c) It is also agreed by the Union and the Employees that the Employees shall fully cooperate in implementing the new work arrangements and carryout any overtime to meet the exigencies of the Employer (including the performance of overtime work on public holidays).
- (d) The Management of the Employer agrees to abide by all legal obligations in relation to the payment of wages for overtime work in consideration of matters set out in (b) above and to give adequate notice of overtime work to be performed by the Employees.
- (e) In the event of absenteeism or other staffing requirement, the sole discretion of allocation of duties, including overtime, shall be with the Management. Employees should strictly follow the leave policy.

6. The Union, the Employer and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary or change, in any manner, any of the terms and conditions agreed upon herein. The Union and the Employees covered and bound agree that they 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.

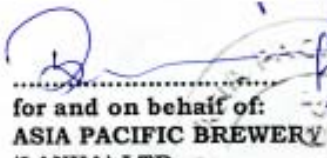
7. **Staff Welfare Outing.**– The Employees will be entitled to a two day Annual Outing in the month of August prior to Poya and the Said Annual Outing shall also taking into consideration the business needs of the Employer into account.

8. **Union AGM.**– A day's leave shall also be granted for purpose of attending the Annual General Meeting of the Union.

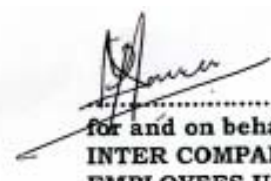
9. **Disputes Settlement Procedure.**– In the event of a dispute arising out of this Agreement, parties agree to submit the matter for conciliation pursuant to the provisions of the Industrial Disputes Act.

In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to strictly abide by the Dispute Resolution Procedure set out in the Check-Off Agreement that binds parties.

IN WITNESS HEREOF the parties have hereunto set their hands on this 5th day of February, Two Thousand and Fifteen, in Colombo.



 for and on behalf of:
**ASIA PACIFIC BREWERY
 (LANKA) LTD.**


Name: Subi Ranasinghe
Designation: Director, Human Resources


 for and on behalf of:
**INTER COMPANY
 EMPLOYEES UNION**


Name: Mr. P. Hettiarachchi
Designation: Assistant Senior Secretary

Witnesses:

1. 
Name: Adhil Khasim
Designation: Industrial Relations Advisor

2. 
Name: W.G.K.R Bandara
Designation: Branch President

3. 
Name: Nadeesha Ranasinghe
Designation: HR Business Partner SC

4. 
Name: J.B D Jayakody
Designation: Branch Secretary

SCHEDULE 1

Work Ethic and Discipline

With objective achieving a higher standard of work ethics and discipline in the brewery, it is agreed that parties to this collective agreement shall, in addition to provisions that are currently applicable, respect and adhere to following:

- Use of Personal Protection Equipment (PPE) shall be mandatory and non-compliance will result in disciplinary action.
- Employees shall extend fullest cooperation to participate in training activities/programs organized by the Company.
- Flexibility and freedom of management to allocate staff to respective machines/equipment as per the capabilities and skills of the shift crew shall be respected.
- Any grievance or dispute shall be addressed in terms of the procedure applicable in the company without stoppages of work.
- The management shall have the right to require employees to submit to breathalyser tests carried out at random in order to prevent the unauthorized consumption of beer/liquor within brewery premises.
- All employees to extend their fullest cooperation in relation to the maintenance work and on-going cleaning of lines and equipment carried out by personnel assigned to such, including permanent cadre.
- Employees will strictly adhere to the company's leave policy (Telephone calls will not be entertained, unless in the case of an emergency).
- Handover the shift work/machine to the next person shall be carried out thus ensuring continuous production.
- Employees shall not either interfere with the CCTV system or cause any damage to such equipment.

- Employees shall at all times, conduct themselves in a manner befitting employees of the Company, safeguarding the reputation of the Company. This also applies to behaviour and conduct during external training programs and company outings.

11 - 339

My NO. : CI/ 1543.

THE INDUSTRIAL DISPUTES ACT CHAPTER 131

THE Collective Agreement entered into between Associated Ceat [Pvt] Limited, Nungamugoda, Kelaniya of the one part and The Inter Company Employees' Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 08th day of May 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATHUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
19th October 2015.

Collective Agreement No. 11 of 2015

Collective Agreement

THE COLLECTIVE AGREEMENT entered into between ASSOCIATED CEAT [PVT] LIMITED, a Company duly registered in Sri Lanka and having its registered office at Nungamugoda, Kelaniya, (hereinafter referred to as "The Employer" or "The Company" as the case may be) and INTER COMPANY EMPLOYEES' UNION, a Trade Union duly registered in Sri Lanka and having its office at No. 259/ 9, Sethsiri Mawatha, Koswatta, Thalangama (hereinafter referred to as "The Union") on this 08th day of May Two Thousand and Fifteen.

WHEREAS, the union by its letter dated 10th June 2014 submitted certain demands in respect of their members employed in the factory of the said Employer, situated at Nagoda in Kalutara, parties have, after negotiations, agreed on the following terms as a full and final settlement.

1. **Parties Covered and Bound.**— The provisions of this Agreement shall apply to the Employer, the Union and Members of the Union engaged on permanent contracts of employment in the factory of the Employer. The provisions of this Agreement shall not apply to trainees/ apprentices.

2. **Salaries.**— With effect from 1st May 2015, the salaries of the employees covered and bound by this Agreement will be increased in the following manner. The following revisions will be strictly subject to achieving the production norms and efficiency parameters set out in Schedule (01) and (02) hereof.

- (i) With effect from 01st May 2015, a sum of Rs. 4,000/- will be added to the basic salary paid to each employee as at 30th April 2015.
- (ii) With effect from 01st May 2016, the basic salary of each employee will be further revised by a sum of Rs. 2,500/-.
- (iii) With effect from 01st May 2017, a further increase of Rs. 2,500/- will be made to the basic salary of each employee.

Further, sum of Rs. 500/= will be added to the salaries of employees who have completed a service period of 10 years and above in the Company as at 01 st May 2016 in addition to the basic salary increase of Rs. 2,500/= with effect from 01st May 2016.

With effect from 01st May 2017, a sum of Rs. 500/= will be added to the salaries of employees who have completed a service period of 10 years and above in the Company as at 01st May 2017 in addition to the basic salary increase of Rs. 2,500/= with effect from 01st May 2017.

In addition, as matter of good will, the Employer will make an ex -gratia payment of Rs. 8,000/= to the employees. The ex-gratia payment will be made in the month of May 2015. This ex-gratia payment will not constitute a part of an Employee's salary for any purposes such as overtime, shift allowance, bonus or such like, except for Provident Fund and Trust Fund contributions.

Employees who are confirmed in employment during the year would be entitled to the immediately succeeding increase in salary only on a pro rata basis.

3. *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 2 hereof and determine the increase, if any, that is to be 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 employees covered by this Agreement.

4. **Meal Allowance.-** The Employer will increase the meal allowance up to Rs. 100/- per day for every day on which such employee reports for work. This meal allowance will be calculated on a daily basis and paid at the end of the month effective 1st May 2015.

5. **Annual Increments.-** Unless otherwise decided on disciplinary grounds in terms of this Agreement, an employee shall be entitled to an annual increment in the month of May each year in terms of the salary scale applicable to each employee, subject to the performance evaluation of each employee. The annual increment will be increased to Rs. 210/= with effect from 01 st May 2015.

6. **Probation.-** Each employee recruited to the permanent cadre of the Company will be required to serve a minimum period of six months, probation during which the Employer will assess the suitability for confirmation through an evaluation process and written/ practical test on skills and competence. The Employer reserves the right to extend the period of probation of any employee. During the period of probation or extended period of probation, where applicable, the Employer shall have the right to terminate such probationary employment without any notice.

7. **Bonus.-** Provided the Company registers a profit, the employees will be paid a bonus in respect of each year in keeping with the existing practice. The payment will be made in two installments, as follows :-

- (a) Advance payment in December subject to half - yearly performance and profits made as at 30th September in relation to that year.
- (b) Final payment in April of the following year, subject to the previous year's performance.

The quantum of bonus payable will be decided by the Employer. No bonus will be declared in case the Company registers a loss in respect of any year. As such, any advance paid in December, in accordance with sub-clause (a) above, will be recoverable as a loan in equal installments, in case the Company fails to make a profit for the full financial year.

8. **Hours Of Work And Overtime.-** Subject to changes due to exigencies of work, the normal working hours during the continuance in force of this Agreement shall be those that are worked by the employees as at present, i.e. three shifts per day on 7 days of the week. The employees shall work reasonable overtime, as and when required by the Employer for which the employee shall be paid overtime as stipulated by law. The Company will arrange for a meal to be given to every employee, who is required to work more than six hours overtime beyond normal working hours.

It is compulsory for the employees in the Engineering Division to report for work on Sundays, Poya days and statutory holidays (as per the roster or special programme). The employees of the Production Division will be required to report for work as and when called for on the days mentioned above. Any employee, who may be unable to report for work, when required on any of the days mentioned above, should inform the relevant Head of the Department, in writing, at least 48 hours in advance, setting out the reasons for such inability. The Head of the relevant Department may accept or reject such a request by an employee taking into consideration the exigencies of business and the reasons cited by the employee. The decision taken by the Manager concerned in respect of such a request shall be binding on the worker concerned.

9. **Shift Allowance.**— The Employer agrees to pay a shift allowance to employees engaged in the second and third shifts, i.e. from 2.00 p.m. to 10.00 p.m. and from 10.00 p.m. to 6.00 a.m. respectively, calculated at the rate of 15% of the employee's daily basic wage in respect of each shift worked. The daily basic wage for this purpose will be ascertained by dividing the monthly salary by 30.

10. **Production Allowance.**— The Employer will continue to pay to employees the production allowance / bonus, calculated at Rs. 22 per day for building operators and at Rs. 18 per day for all other employees, provided the employees achieve production norms and efficiency parameters in respect of each shift on any given day as set out in Schedule (I) hereof. Employees who fail to achieve any production norms other than in a situation of machine breakdown or non-availability of raw material for reasons exclusively within the control of the management, shall forfeit this allowance / bonus, apart from any other action the Employer may initiate as considered necessary.

11. **Production Bonus.**— In addition to the production allowance / bonus scheme set out in clause 10 above, the Company will revise the existing production bonus scheme on the following basis to take effect from 01st May 2015.

- With effect from 01st May 2015, the employees covered and bound by this agreement will receive a production bonus of Rs. 1,500/- per month subject to achieving the production output / agreed norms mentioned in the schedule (01) and (02) of this agreement. The payment will be made in the following month with the monthly remuneration in each month of the year.
- If an employee absents himself from work for more than 5 days in a month due to any reason either by way of utilizing his leave entitlement, suspension on disciplinary grounds or any other reason whatsoever, such employee will not be eligible for the production bonus for the relevant month. Further production bonus amount will be adjusted against the unauthorized no pay absence.
- The production bonus payment will not attract Employees Provident Fund (EPF), Employees Trust Fund (ETF), Gratuity or any other statutory payments or allowances such as bonus, advances, overtime payments and any other consequential payments, etc.
- The company has the sole discretion to withdraw, modify, amend or introduce on an intermittent basis the bonus scheme according to situations that may require such changes. This will be communicated to the employees at least two days prior to such action.

12. **Production Norms.**— It is agreed between parties that the production norms and efficiency parameters in the factory shall be in accordance with Schedule (01) and (02) hereof and the employees shall maintain such norms efficiency parameters in their day-to-day work. The norms and efficiency parameters shall be subject to change in the event of the introduction of new machinery/technology, upgrading of existing machinery/ technology or work processes geared towards improving production in the factory. The employees will strive towards controlling scrap and rejects and work towards the overall improvement of product quality. Any change in the pattern or design of the production, according to market/ customer requirements, will not change the norms and efficiency parameters agreed under this paragraph.

In the event of introduction of new machineries/ technology/ Products/ Process, and in the event that the union and the management fails to agree at a reasonable output norm within 3 months from the date of commissioning/ installation/ implementation, the company has the sole discretion to conduct a time and motion study/ work study with involvement of the union. Both Management and Union hereby agree to abide by the results/ recommendations of such time and motion study./work study. The time and motion study/ work study will be carried out by a professional body in Sri Lanka. The Union will whole heartedly and completely cooperate to make such studies complete and successful.

The recommended norms of the any work study which may be carried out in the future from time to time will be achieved within a period of 2 months from the date of officially handing over of the study report to the union.

Norms/ Agreed output of the 59J and three wheeler building machine which is currently installed and the work study was completed during the previous agreement, should be achieved as per the rated output of the said work study and as agreed at the discussion held between the Union and the Management on 28th April 2015 as given below:

1. 59J Machine (Norms to be achieved from 1st May 2015 with the signing of the agreement)

No. of Plys	current output	Before 1st July 15	Before 1st January 16
6	35 Nos	40	49
8	22 Nos	38	45

2. Three Wheeler Building Machine (Norms to be achieved from 1st May 15 with the signing of the agreement)

No. of plys	Current output	Before 1st July 15	Before 1st January 16
4	130 Nos	200	239

In the case of the above norms/ agreed output is not delivered within the stipulated period of 8 months (from 1st May 2015), then management will have the prerogative to try out various options to get the desired output including outsourcing or subcontracting and union will wholeheartedly support and facilitate this process while continuing to operate these machines when and if required.

13. **Work Assignments.**— Employees should be willing and ready to work on any machine in the factory or any work related to Production process to which they may be assigned from time to time for which the Employer shall provide adequate training wherever necessary.

14. **Annual Picnic.**— The Company agrees to grant a sum of Rs. 2300 per employee for 2 days on account of the annual picnic in the 01st year and Rs. 2,500 from the 02nd years onwards. The payment would be made by the Company upon the Union submitting a list signed by employees, indicating their desire to participate in the picnic. The Company will also provide suitable and adequate transport. The annual picnic shall not exceed two days duration and shall be organized by the Union. If due to operational exigencies of the business, it is agreed by both parties to have a one day picnic, the Company will grant a sum of Rs. 1500/= per employee. If a one day picnic is arranged it should be either on a statutory holiday or a Poya day.

The picnic shall be arranged to include a Sunday if it's a two - day picnic. Any week day or a Sunday on which the factory functions, if affected, should be covered either through Poya days or Statutory Holidays. The Union and employees undertake to conduct themselves in an appropriate manner during the picnic and refrain from tarnishing the image of the Company. The Company will be entitled to take disciplinary action upon inquiry against any employee or employees who resort to acts of indiscipline during the picnic. The Union undertakes to submit to the management, an accurate detailed account of the expenses of the annual picnic.

15. **Leave.**— Employees shall be entitled to a maximum of 14 days' annual leave in accordance with the provisions of the respective Wages Boards Decisions applicable to the trade. In addition to annual leave, employees will be entitled to seven days' casual leave subject to the condition that absence on account of sickness in excess of two days should be supported by a Medical Certificate from a registered Medical Practitioner and whatever rules pertaining to leave in the Company.

In view of the continuous manufacturing process that is operative in the factory, the Union and the employees agrees to co-operate to curb absenteeism.

16. **Disciplinary Action.** —

Where the Employer proposes to proceed against an employee on disciplinary grounds, the following procedure will be adopted.

- A show-cause notice setting out the misconduct alleged against the employee will be furnished to the employee regardless of whether the employee is suspended or not.
- The employee shall be required to submit a written explanation to the show-cause letter within five clear working days. The employee may, if he so requires, seek an extension of time to submit his explanation and the Employer may, at its discretion, grant such an extension of time as being required.
- The Employer shall conduct a domestic inquiry into the alleged misconduct on receipt of the employee's written explanation.
- The employee shall be informed, in writing, the findings of the inquiry and any punishment that has been imposed after the conclusion of the domestic inquiry.
- The employer shall not be required to conduct a domestic inquiry in terms of sub-clause (c) above, where the employee has admitted the acts of misconduct alleged against him or where the employee shall only be warned in respect of an act of misconduct.

- (f) The services of an employee may be suspended without pay by the Employer pending disciplinary action or by way of punishment upon the findings of a domestic inquiry.
- (g) In the event of an employee being suspended without pay and the Employer is unable to conclude the domestic inquiry within a period of three months from the date of suspension, other than for reasons beyond the control of the Employer, the employee shall, pending the finalisation of the inquiry, be entitled to receive half month's wages in respect of each month in excess of such three months.

17. **Employee participation.** —
Not used

18. **Shop floor practices.** —
Not used

19. **Variation of Terms and conditions.** — During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter or change any of the terms and conditions contained herein and/ or terms and conditions or other benefits which are applicable to employees as at the date of signing this Agreement, other than by way of mutual agreement between parties.

20. **Disputes Settlement Procedure.** —

- (a) In the event of any dispute that shall arise between parties during the continuance in force of this Agreement, the Branch of the Union in the Employer's Establishment shall raise such dispute with the Factory Management of the Employer and parties shall take all reasonable efforts to resolve such disputes amicably.
- (b) If no settlement of the dispute can be reached between parties, the Branch of the Union may request the Union to raise the matter in dispute with the Employer and/ or with The Employers' Federation of Ceylon and the Union, the Employer and the Federation shall thereafter take all reasonable possible steps to resolve the dispute.
- (c) Failing a settlement of the dispute as provided in the preceding sub-clause, the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

21. **Trade Union Action.** — The employees and the Union agree that they shall not, during the continuance in force of this Agreement, resort to Trade Union action of any form in respect of any dispute that may arise between parties which is covered by this agreement. Any such dispute may be settled in the manner provided herein. The employees and the union further agree that in relation to any dispute which is not covered by this collective agreement, if arise, they shall not resort to any form of trade union action without having followed the dispute settlement procedure set out herein and in the event of any trade union action thereafter, they shall give at least 14 days notice of such trade union action to the Employer.

22. **Safety Instructions / shoes.**— All employees should follow the safety instructions and safeguards. The Company will provide three T shirts, three pairs of trousers and one pair of safety shoes to each workman, every year as uniform. Failure to wear uniforms / safety shoes / safety gear (Personal Protective Equipment) while on duty will result in disciplinary action being taken against such employees.

23. **Scholarship Award.**— Annually, ten (10) children of the permanent employees who pass the Year 5 Scholarship exam will be awarded a sum of Rs. 15,000 each during the month of December of that particular year, in recognition of their achievements. The Awards will be made to the ten best students at the Year 5 Scholarship Examination. Further, the children who obtains the highest grade in G.C.E. O/L for all the subjects (9As) will be awarded Rs. 25,000 in recognition of their achievements as one-time payment.

The employee should submit a written request with an application and related documents. Selection process will be done by an independent Committee consisting of management and the representatives of the Union.

24. **Housing Loans Through External Banks.**— To facilitate an employee's request for a housing loan through an External Bank, on the request of a permanent employee, the Company will issue salary particulars and other certification for such purpose. Any instructions for remittance of the monthly installments from the monthly salary of an employee, the Company will make such deductions subject to the applicable laws and only in relation to the following Banks:-

- (a) Sabaragamuwa Development Bank
- (b) Co-operative Rural Bank
- (c) National Savings Bank

25. **Date of Operation and Duration.**— Subject to the payment of salaries in accordance with Clause 2 above, this Agreement shall take effect from the date hereof and shall remain in force unless terminated by either party, in writing with three months' notice to the other, subject to the condition that neither party shall give such notice prior to 01st February 2018 and this Agreement shall not stand terminated prior to the 01st day of May 2018.

26. **Compliance.**— If workmen fail to achieve any of the norms agreed in this collective agreement and / or violate any clause of this agreement, Management will have the prerogative not to implement the annual increase of compensation described under clause 2 of this agreement.

In witness hereof the parties have hereunto set their hands on this 8th day of May Two Thousand and Fifteen.

.....
For and on behalf of
ASSOCIATED CEAT (PVT) LTD.

.....
For and on behalf of
**INTER COMPANY EMPLOYEES
UNION**

Name: *Vijayanth S. Kumthure*

Name: *Suprema Seneviratne*

Designation: *Managing Director*

Designation: *Sec of Union*

Witnesses:

1. Name: *A. W. Wijesinghe*

1. Name: *M. A. A. Priyantha*

Designation: *G.M. (Industrial)*

Designation: *Branch President*

2. Name: *Kapila Disenayake*

2. Name: *C. S. Thotagamawa*

Designation: *Asst. Director
General
E. F. C.*

Designation: *Branch Secretary*

PRODUCTIVITY INCREASE AGREED BY MANAGEMENT & UNION FOR THE LTS 2015-2018.

Annexure -1

DEPT.	ACTIVITY AREA	PURV CONSTRUCTION	OPERATION / MAINT	CURRENT OPTIMUM OUT PUT	NORMS FOLLOWED PER SMT/TA/WORKER	PLANNED NEW OUTPUT	EXISTING MAXIMUM /SHIFT /PERCENT	AGREED PRODUCTIVITY INCREASE	PRODUCTIVITY INCREASE WITH NEW NORMS	SOFTWARE / CATEGORYWISE PRODUCTIVITY INCREASE	PLANT PRODUCTIVITY INCREASE
3W BUILDING	350-10	2	Two builders	150	130	150	6.7	6.7	15.38	11.42	
	450-10	4	Two builders	90	67	75			11.94		
	4.00-8	4	Two builders	114	101	108			6.93		
3W BUILDING NEW	90/90-12(4)	2	Two builders	310	172	250	5	5	0.00	0.00	
	4.00-8	4	Two builders	239	130	230			0.00		
LIGHT TRUCK BUILDING	6.00-14	4	One builder	70	58	58	9.3	9.3	0.00	2.39	
	6.50-14 (8) PR	4	One builder	70	53	54			1.89		
	6.00-16 (8) SMT/EG	4	One builder	68	50	52			4.00		
	7.00-15 (10/12) PR	6	One builder	64	42	43			2.38		
	7.00-16 (10/12) PR	6	One builder	64	42	43			2.38		
	7.00-16 (10) T2001	6	One builder	68	42	43			2.38		
	7.50-15 (12/14) PR	6	One builder	62	40	41			2.50		
	7.50-16 (14/16) PR	6	One builder	42	36	36			5.56		
	7.50-16 (16) PR LP	6	One builder	42	35	36			2.86		
	7.50-20 (12)PR FM	6	One builder	34	28	28			0.00		
	600-9(10)	4	One builder	75		75			0.00		
	650-10(10)	4	One builder	75		75			0.00		
	700-12(12)	4	One builder	70		70			0.00		
	825-15(16)	6	One builder	45		45			0.00		
	10-16.5(10)	4	One builder	70		70			0.00		
	Material change over		One builder		135	135			0.00		
LT BUILDING NEW	7.50-16 (14/16) PR	6	One builder	70	36	36	2	2	5.56	5.56	
TRUCK TYPE BUILDING	9.00-16(16)PR SMT	6	Two builders	28	24	26	12	12	8.33	5.98	4.80
	7.50-20 (12) PR FM	6	Two builders	32	22	25			13.64		
	8.25-20 (14/16) PR	6	Two builders	30	27	28			3.70		
	9.00-20 (14/16) PR	6	Two builders	30	26	27			3.85		
	9.00-20 (14/16) PR	8	Two builders	28	22	23			4.55		
	10.00-20 (16) PR	6	Two builders	28	24	25			4.17		
	10.00-20 (16/18) PR	8	Two builders	26	22	23			4.55		
	11.00-20(16/18) PR	8	Two builders	26	21	22			4.76		
	12.5/18-18 (12) PR	8	Two builders	28	18	20			11.11		
	12.00-24 (18)PR	8	Two builders	26	14	15			7.14		
5W BUILDING	12.00-20(18) PR	8	Two builders	26	20	20	2	2	0.00	0.00	
	9.00-20 (14/16) PR	6	Two builders	50	26	30			0.00		
	10.00-20 (16) PR	6	Two builders	49	35	40			0.00		
BAND BUILDING	10.00-20 (18) PR	8	Two builders	45	22	23	4	4	0.00	4.88	4.88
	B. BUILDING (S.P.E.)		WITH CUSHION - BRAKERS	675	615	645					
	WINDING (NOS)		MIXED	4900	2865	3300			2		
BEAD	FILLERING (NOS)		MIXED	1100	945	1050	2	2	0.53	0.53	
	FILIPERING (NOS)		MIXED	1000	710	720	3	3	1.41	1.41	
	SLITTERING (NOLLS)		MIXED	16	12	14	1	1	33.33	33.33	
BIAS CUTTER	BIAS CUT (NOS)		MIXED	7500	3985	4500	5	5	12.92	12.92	
CALENDER	SQUEEGEE ROLLS		MIXED	120	85	95	3	3	11.76	11.76	
EXTRUDER	EG/SHIFT		MIXED	4250	3850	4250	6	6	10.39	10.39	
CURING	LOADING/UNLOADING TIME		Tyres / Shift / M/C		64	64	9	9	0.03	0.03	
			MINUTES (LT)	2.0	2.0	2.0	5	5	0.00	0.00	
			MINUTES (TT)	3.0	4.0	4.0	7	7	0.00	0.00	
ENGINEERING							7	7	0	0	
Total	Man power						91	88			3.30

8.1

NOTE:

- Please note curing cycle changed will be depend upon technical changes.
- Extruder out-put will be depend upon technical changes & modification of the machine.
- Calender out-put will be depend upon technical changes & modification of the machine.
- Slittering out-put will be depend upon technical changes & modification of the machine.
- Any new Equipment / New sizes /operations targets will be finalized with time & work study.
- 3w old building machines out put (without helper) will be increased proportionately.
- No helper and /less splicing table working targets in BC will be increased proportionately

Engineering Dept.agreed norms for 2015-18 LTS Agreement - ACPL Kalutara**Efficiency Parameters**

Annexure -2

Task			Current Norms	Agreed norms
Mould Change Time	3W	One Mould	80	70
		Two Mould	125	120
	LT	One Mould	110	100
		Two Mould	180	165
	TT	One Mould	170	170
		Two Mould	315	315
Drum Change Time	3W	Only Drum	10	10
		Only Segment	20	20
		Drum & Segment	25	25
	LT	Only Drum	25	25
		Only Segment	30	30
		Drum & Segment	40	40
	TT	Only Drum	30	30
		Only Segment	35	35
		Drum & Segment	40	40

Note : Only Drum Change for 750-20 Current Norms 30 Minutes.

Only Drum Change for 750-20 agreed Norms 25 Minutes.

Bladder Change Times for assembled Bladders.

Type of Bladder	Current Norms	Agreed Norms
3W (one side)	15 min	15 min
3W (both side)	30 min	25 min
LT(one side)	15 min	15 min
LT(both side)	30 min	30 min
TT(one side)	25 min	25 min
TT(both side)	45 min	45 min

Note : B7 Press Mould change time suggested for both side moulds 315 min and one side mould 180 min, 12.00-20 & 11.00-20 Mould Chan