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(Published by Authority)

PART I: SECTION (I) - GENERAL

Government Notifications

My No.: Cl/1776.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb Plc, 400, Deans Road, Colombo 10 of the one part and the Ceylon Mercantile, Industrial and General Workers' Union, 3, 22nd Lane, Colombo 03 of the other part on 13th day of May 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

HERATH YAPA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05. 22nd, January,2015.

Collective Agreement No. 25 of 2014

COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT entered into between Haycarb PLC a duly incorporated company having its registered office at No. 400, Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), a duly registered Trade Union having its registered office at No. 3,22nd Lane, Colombo 3 hereinafter referred to as "the Union".

Whereas the union made certain proposals to the employer for the revision of terms and conditions of employment of their members employed by the Employer and the parties have after negotiations arrived at the following terms of settlement:



- 1. *Parties Covered and Bound.* The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who as at the commencement date of this Agreement are employed by the Employer in confirmed permanent employment in the Manual/Operative grades as Production Assistants and are currently in the employment of the Employer.
- 2. *Duration.* The provision of this Agreement shall take effect from 1st January, 2014 and shall unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to 30th November, 2015, and the Agreement shall not stand terminated prior to the 31st day of December, 2015.

3. Salaries.-

- (a) The Employer shall with effect from 01 January, 2014, revise by way of an increase the salaries of employees covered by this Agreement by 16 per centum of their basic salary as at 31st December, 2013. subject to minimum of Rs. 3,000/- for an employee.
- (b) The Employer shall with effect from 01st January, 2015, revise by way of an increase the salaries of employees covered by this Agreement by 7.5 per centum of their basic salary as at 31st, December, 2014.
- 4. *Attendance Bonus.* The payment by way of monthly attendance bonus with effect from 1st January, 2014 be revised as follows subject to all other conditions currently applicable to the Attendance Bonus Scheme.

Payment for 24 days attendance – Rs. 400/=
Payment for 25 days attendance – Rs. 525/=
Payment for 26 days attendance – Rs. 1,100/=
Payment for 27 days attendance – Rs. 1,500/=
Payment for 28 days or more attendance – Rs. 2,000/=

5. Shift Allowances. – The Employer agrees to revise the Shift Allowances with effect from 1st January, 2014 as follows:

2nd Shift – Allowance of Rs. 75/-3rd Shift – Allowance of Rs. 120/-

6. *Leave for General Council Meetings*.— Without prejudice to the right of the Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrants refusal, the Employer will generally grant permission to a member of the General Council of the Union in order to attend a meeting of the General Council to leave the factory not earlier than 10 a.m. on 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 (48) hours before the time appointed for holding the meeting of the General Council.

Note: It is noted that the number of General Council Members as at the date of signing this Agreement from the Madampe and the Badalgama factories are 4 and 2 respectively.

7. Death Donation.-

- (a) In the event of the death of an employee within the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 500,000 from the Employer, in addition to any entitlement under the Workmens' Compensation Act.
- (b) In the event of the death of an employee outside the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 150,000 from the Employer, in addition to any entitlement under the Workmens' Compensation Act.
- 8. *Variation of Terms and Conditions*.— The Employer, Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary in any manner any of the terms and conditions agreed upon herein and 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.
- 9. *Dispute Settlement Procedure*.— Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner:—

- (a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion.
- (b) In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union, and the Union will raise it with the management direct or with the Employers' Federation of Ceylon (EFC) for resolution through discussions.
- (c) In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the Union or the Employer may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for concilliation.
- (d) Subject to Clause 8 hereof, the Union and the Employees agree that they shall not resort to any form of Trade Union Action without having complied with the procedure set out above for the settlement of an Industrial Dispute and in the event of any trade union action the Employer shall be given reasonable notice of such action by the Union.
- (e) Provided Clause 9(d) above will not apply to action where the dispute has been caused by an act of the employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union.
- 10. Productivity Improvement, Elimination of Waste and Ensuring Product Integrity—The employees agree to co-operate with the Employer to enhance productivity levels and to minimize waste in all forms in the mutual interest of preserving the future of Haycarb PLC. The employees confirm that they will take every step and make every effort to ensure product integrity.

In Witness hereof parties have set their hands hereunto on this 13th day of May, 2014 at the EFC Office in Colombo.



My No.: CI/139.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer (Sri Lanka)PLC, No. 80, Nawam Mawatha, Colombo 02 of the one part and Inter Company Employees' Union, No. 12/2, Weera Mawatha, Sri Soboothipura, Battaramulla of the other Part on 31st day of March, 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

HERATH YAPA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05. 22nd January, 2015.

Collective Agreement No. 23 of 2014

COLLECTIVE AGREEMENT

This Agreement is entered into between Singer (Sri Lanka)PLC, a company duly registered in Sri Lanka having its registered office at No. 80, Nawam Mawatha, Colombo 2 (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. 12/2, Weera Mawatha, Sri Suboothipura, Battaramulla, (hereinafter referred to as "the Union").

Whereas the Union by its letter dated 20th January 2014 made requests for revision of terms and conditions of its members employed in the Manual category at the Piliyandala Factory Complex of the Employer and the parties after negotiations have agreed on the following terms of settlement in respect of the matters set out in the said letter of the Union.

- (i) This agreement shall cover and bind the Employer the Union and its members employed in manual categories on monthly contracts of employment by the Employer in the Piliyandala Factory Complex.
- (ii) Futher to the productivity norms agreed by the Employer and the branch union in terms of the productivity agreement signed between the said Employer and the branch union, The employer agrees to revise the salaries of employees covered and bound by this agreement with a total payment of Rs. 3,000/- and a one off payment of Rs. 50/- per each completed year of service calculated only up to 31 st December 2013 in the following manner;
 - (a) 75% of the total increase in the first year with effect from 1st April 2014.
 - (b) 25% of the total increase in the Second year with effect from 1st April 2015.
- (iii) The Union and the employees hereby agree that they shall not resort to any form of trade union action in respect of the matters covered by this agreement. Provided however that in the case of any industrial dispute with regrad to matters not covered by the agreement the employer and the union agree to the following disputes settlement procedure.
 - (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch comittee to the Employer and at least two weeks time given for the Employer to resolve the dispute.
 - (b) If no satisfactory solution is found, the matter should be referred to the parent union and to the Emplyers' Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
 - (c) If after discussion the matter cannot be resolved by the intervention of the EFC and the parent union, the concilatory proceedings under the Industrial Dispute act should be followed.
 - (d) If after concilation had failed in the labour Department, the union wishes to take trade union action, written notice should be given of not less than 14 days to the Employer and to the EFC.

- PART I: SEC. (I) GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA 27.02.2015
 - (iv) This agreement shall take effect from 1st April 2014 and may be terminated by either party with one month's written notice to the other provided however, that neither party shall give such notice before 28th february 2016 and the agreement shall not stand terminated until 31st March 2016.
 - (v) The employer agrees to reimburse up to a maxmum of Rs. 22,000 per annum, per employee in respect of out-door medical expenses. In respect of all other matters pertaining to medical benefits, the present medical scheme will be applicable.

In witness hereof parties have here unto set their hands on this Thirty First Day of March Two Thousand and Fourteen.



My No.: CI/1796

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between A. Baur and Company (Pvt) Limited, No. 5, Upper Chatham Street, Colombo 01 of the one part and the All Ceylon Commercial and Industrial Workers' Union, No. 457, Union Place, Colombo 02, of the other part on 26th day of February 2014, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

> HERATH YAPA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 18th February, 2015.

Collective Agreement No. 09 of 2014

THIS COLLECTIVE AGREEMENT made this 26th day of February Two Thousand and Fourteen takes effect from the First day of February Two Thousand and Fourteen pursuant to the Industrial Disputes Act between A. BAUR AND COMPANY (PVT) LIMITED a Company duly registered in Sri Lanka under the Companies Ordinance and having its registered office at No. No. 5 Upper Chatham Street, Colombo 01(hereinafter referred to as "the Employer") of the one part and the ALL CEYLON COMMERCIAL AND INDUSTRIAL WORKERS' UNION, a Trade Union duly registered under the Trade Unions Ordinance and having its registered office at No. 457, Union Place, Colombo 02 (hereinafter referred to as "the Union") of the other part.

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

PART 01

- 1. Employer Covered and Bound.- A. Baur and Company (Pvt) Limited.
- 2. Employees Covered and Bound. This Agreement shall cover and bind the members of the Union, who are employed by the Employer in the Manual and Labouring capacity in the classes of Employees enumerated in the Second Schedule hereto, and who are Employed on monthly contracts of employment by the Employer enumerated in the First Schedule hereto as at 01st May, 2013.
- 3. Earlier Collective Agreements. The provisions of this Agreement shall supersede, and replace the provisions of the Collective Agreement dated 30th March, 2011, between A. Baur and Company (Pvt) Limited and the Employees of the Company.
- 4. Date of Operation and Duration- This Agreement shall be effective as from the First day of February Two Thousand and Fourteen, and shall thereafter continue in force unless determined by either party with six months' notice to the other subject to the following Provisions:-
 - (a) That one party shall not give such notice to the other party before the Thirty First day of December Two Thousand and Fifteen and such notice shall not expire before the 30th day of June Two Thousand and Sixteen.
 - (b) That in the event of a reduction in the par value of the Sri Lanka rupee under any provisions of law, a party shall be at liberty to abrogate this Agreement by giving one month's written notice to the other in terms of the Industrial Disputes Act.
- 5. General Terms and Conditions of Employment. During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an employee covered and bound by this Agreement whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

PART I: Sec. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 27.02.2015

6. *Probation.*– Every employee recruited by the Employer shall serve a period of probation of not more than six (06) months, provided, however, that if during the six (6) months probationary period the employer is not satisfied with the progress of such employee, the probationary period may be exended for a further period of three (3) months and in that event the Employer shall indicate to the employee, in writing, the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and has not been confirmed by the employer, he shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation ended, as the case may be.

7. Attendance.-

- 1. Unless otherwise specifically instructed by the Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work through out the normal working hours.
- 2. If, at a store, factory, mill or job work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occuption at any other work site of the employer where work is available.
- 3. Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.
- 8. *Hours of Work.* The normal hours of work shall be those hours which are customarily worked at a store, factory, mill or job in the establishment of the Employer bound by this Agreement. The normal hours of work shall refer to only the opening and closing time and not to any intervals for meals or for rest.
- 9. *Forfeiture of Wages.* Unless for good cause shown to the satisfaction of the Employer, if an employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

10. *Overtime.*-

- 1. If required and authorised by the Employer, an employee shall work reasonable overtime which has been authorised by the Employer. Refusal to work overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.
- 2. Overtime work (i.e. work performed in excess of normal working hours) shall be remunerated at one and one-half (1.5) times the normal hourly rate ascertained in accordance with the provisions of Clause 17(*a*) hereof.

11. Weekly Holiday.-

- 1. In respect of each week every employee shall be allowed a holiday in that week as the weekly holiday. Provided, however, that if any employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 17(b) hereof.
- 2. In computing the period of twenty-eight (28) hours referred to in Sub-Clause (1) the employer shall include-
- (a) Every holiday allowed by the Employer to the worker as annual holiday;
- (b) Every public holiday granted by the Employer in terms of Clause 12 hereof; and
- (c) Every day's absence on any ground approved by the Employer.
- 3. The Employer may employ any employee on his weekly holiday subject to the following conditions:-
 - (i) A day within the six days next succeeding such weekly holiday shall be allowed to that employee, as a holiday with remuneration. Provided, however, that if any employee who is employed on his weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1) then and in such event that employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the

provisions of Clause 17(b) hereof in respect of the holiday which shall be allowed to that employee within six (6) days of that weekly holiday, provided further that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the employee—

(a) Instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid pay him one day's wage computed in accordance with the provisions of Clause 17(b) hereof in lieu of such alternate holiday,

OR

- (b) In case that an employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid employ that Employee on the alternate holiday.
- (ii) In respect of work done on such weekly holiday the employee shall be paid as remuneration:
 - (a) One and one-half (1.5) times the normal hourly rate ascertained in accordance with the provisions of clause 17(b) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal); and
 - (b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 17(a) hereof for each subsequent hour of work.

The provisions of this sub-clause shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.

12. *Annual Holidays*.- Annual holidays shall be allowed to an employee in accordance with the decisions of the relevant Wages Board for the Engineering Trade.

13. Public Holidays.-

- 1. Public holidays shall be allowed to an employee in accordance with the decisions of the relevant Wages Board for the Engineering Trade. Provided however, that an employee may be employed on a public holiday in accordance with the decisions of the Wages Board for the Engineering Trade.
- 2. If any public holiday to which an employee is eligible under the provisions of sub-clause (1) falls on a Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such public holiday shall be granted to the employee as a weekly holiday in accordance with the provisions of Clause II hereof.
- 3. If any public holiday to which an employee is eligible under the provisions of sub-clause (1) falls on a Saturday, the number of hours constituting the normal working day (inclusive of one hour for a meal) on the day immediately preceding such public holiday shall be six and half (6 1/2) hours.

14. Casual leave.-

- 1. In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to take on account of private business or other reasonable cause, including ill-health of that Employee's entitlement to sick leave has been fully utilised, leave (hereinafter referred to as "casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such Casual leave and shall be liable to pay such remuneration Provided however that not more than two (2) days casual leave shall be taken at any one time save and except upon the ground of ill health. Provided further that an employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two months' service.
- 2. Casual leave will normally be granted on application without the employee being required to state that reason for the application. Where the Employer finds it difficult to grant an application for casual leave, his 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 Employer may decide whether it is reasonable in the circumstances to grant him casual leave.

- 15. Sick leave.- In any year an employee shall be entitled to sick leave not exceeding twenty-one (21) days. Provided that:
 - (a) His illness is supported by a certificate from a registered medical practitioner (unless waived by the Employer); and
 - (b) The employee shall not be on probation with the meaning of Clause 6 hereof. Provided, however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months's probation.

16. Monthly Wages-

- As from the First day of January Two Thousand and Fourteen, each Employee shall be paid, upon and subject to the
 other terms and conditions herein contained, a monthly wage on the basis of the scales of wages set out in the First Schedule
 hereto.
- 2. The Salary of each employee covered and bound by this Agreement shall be increased by 20% with effect from 1st January, 2014 and such employee will be placed at a corresponding point or next higher point in the salary scales set out in the First Schedule hereto.
- 3. The Scales of wages set out in the First Schedule hereto includes the following allowances which have been consolidated with employee wages:-
 - (a) The allowance of Twenty Five (25) percent up to a maximum of Fifty Rupees (Rs. 50/-) per month payable in terms of the Budgetary Relief Allowance of Workers Law, No. 1 of 1978.
 - (b) The allowance of Fifty Five Rupees (Rs. 55/-) per month payable in terms of the Supplementary Allowance of Workers Act, No. 65 of 1979.
- 4. As a matter of goodwill, it is agreed that all employees who were in service as at 1st January, 2014 will receive notional arrears of Six Months on the 20% increase of their salaries. This payment will not attract EPF/ETF contributions.
- 5. If during the continuance in force of this Agreement the Government of Sri Lanka
 - (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement, legally obliging the Employers to make such payment, the Employer shall pay such increases in wages prescribed by such written law and in terms of such written law.
 - (b) Recommends increases in wages, such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.
- 6. It is agreed that if the old CCPI is re-introduced by the Government on a future date, the NRCLG payment may be considered by the Company at its absolute and sole discretion. However, such payment will not be considered during the duration of this Collective Agreement.
- 17. Wages for Periods Less Than One Month. For the purposes of this Agreement the wages of any employee for periods less than one month shall be computed in the following manner:-

(a) for one hour the monthly wage divided by two hundred and forty (240)

(b) for one day the monthly wage divided by thirty (30)

(c) for one half day a day's wage ascertained as (either morning or afternoon) divided by two (2)

(d) for one week a day's wage ascertained as above multiplied by seven (7)

18. Provident Fund.-

 The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958. 2. Subject to the provisions of the Employee's Trust Fund Act, No. 46 of 1980 where the Employer and the Employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

19. Terminal Benefits.-

- 1. The Employer will subject as hereinafter provided, pay terminal benefits to employees in accordance with the scheme of terminal benefits set out in this clause.
- 2. The scheme shall apply to every employee in the service of the employer on the First day of May Two Thousand and Thirteen or who joins the service of the employer on any day after the First day Two Thousand and Ten, as long as this Agreement continues in force.
- 3. As and by way of terminal benefits the employer shall pay an employee a sum equivalent to one month's wages for each year of service less the employer's contribution to the Provident Fund and Trust Fund but excluding interest thereon.
- 4. The wage on which the said terminal benefits under sub clause 3 hereof shall be payable will be the last monthly wage receivable by an employee on which Provident Fund is payable.
- 5. For the purpose of calculating terminal benefits under this clause a year of service shall be a period of not less than six months.
- 6. The terminal benefits provided for in this Clause shall be payable to an employee on the cessation of his services arising from death or any other cause whatsoever. Provided, however, that if at the date of cessation of an employee's services there is due to his employer from the employee any sum on account of fraud, misappropriation or on any other account and the same cannot be recovered from the amount to the employee's credit in the Provident Fund, the same shall be recovered from the terminal benefits provided for herein.
- 7. On the death of an employee whilst in service who is eligible to receive terminal benefits under this Clause, the employer shall pay such terminal benefits in the manner and to the persons hereunder set forth—
 - (a) If there is a valid nomination in force for the purpose of the deceased Employee's Provident Fund at the date of his death, to the nominee or nominees of such employee in conformity with the form of nomination where such nominee is surviving and of full age.
 - (b) When there is no valid nomination or in the event of the nominee or any or more of the nominees having pre-deceased the employee, or in the event of the nominee being a minor at the time that the payment of the terminal benefits become due, the employer shall make payment only after the person or persons entitled to the payment have established their claim in law and furnished proof thereof.
- 8. In the event of the gratuity payable under the Gratuity Act, No. 12 of 1983, providing for the payment of gratuity or being more than the terminal benefits herein provided, the more favourable scheme shall apply but not both.

20. **Bonus**.-

1. Without prejudice to existing bonus schemes and without prejudice to the Employer's claim that bonus payment in the past and as provided in this Agreement are *ex-gratia*, each Employer will, subject as hereinafter provided, continue to pay to each of his employees a bonus which will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of this Agreement. If in any year the Employer in his discretion reduces the bonus to an amount less than the sum of money paid to each of his employees as bonus for the year immediately preceding the signing of this Agreement, the employees may canvas such reduction of bonus with the Employer concerned. If the Union is not satisfied by the Employer in the matter, the Union may pursue this matter with the Employer's Federation of Ceylon (hereinafter called the "Federation"). If the dispute as to the reduction of bonus is not settled with the Federation, the same shall be referred to a Committee of three persons (hereinafter referred to as a "Bonus Committee") which shall be constituted in accordance with the provisions of sub-clause (2) for settlement in the manner hereinafter set forth.

- 2. At the written request of the parties to the dispute as to the reduction of the bonus the Commissioner of Labour will constitute a Bonus Committee which shall consist of three (3) Senior Accountants nominated by the Council of the Institute of Chartered Accountants of Sri Lanka. The said Chartered Accountants shall be persons with at least ten (10) years' post qualification experience. The selection of the three Chartered Accountants will be communicated by the Institute of Chartered Accountants to the Commissioner of Labour, to the Employer, the Employees and the Federation. Thereupon the Commissioner of Labour will communicate in writing to each member of the Bonus Committee so constituted a statement of principles and procedures by which the members of the Bonus Committee shall be bound in settling the dispute Pertaining to the reduction of Bonus.
- 3. Upon receipt of the submissions and the statement of the principles and procedures from the Commissioner of Labour the Bonus Committee shall in accordance with the said principles and procedures decide whether the reduction of the bonus by the Employer was justified and if the reduction was not justified to what extent, if any, the bonus shall be reduced. The Bonus Committee shall communicate the decision in writing to the Federation, the Employees and the Commissioner of Labour. If the decision of the Bonus Committee is unanimous, such decision shall be final and binding on the parties to the dispute and the employees or anyone or more of them and/or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement. If, however, the Bonus Committee is divided by its decision then the decision of the Commissioner of Labour on the matter shall be final and binding on the parties to the dispute and the Commissioner's decision shall be communicated in writing by the Commissioner of Labour to the Federation and the Union and or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement.
- 4. The Bonus Committee shall not be entitled nor be competent to decide that in any year an Employer should pay his Employees a bonus exceeding the sum of money paid as bonus in the year immediately preceding the signing of this Agreement.
- 5. The fees payable to the members of such Bonus Committee shall be borne equally by the parties to the dispute as to the reduction of bonus and be payable on demand by the Commissioner of Labour.
- 6. The payment of a bonus exceeding the sum of money paid as bonus to employees in the year immediately preceding the signing of this Agreement, shall be at the sole discretion of the Employer and shall not be called in question by the employees nor shall the Employer's failure or refusal to pay such bonus be the subject of any dispute.
- 7. The provisions of sub-Clauses (1) (2) (3) (4) (5) and (6) shall *mutatis mutandis*, apply to existing bonus scheme.
- 8. At the request of the Commissioner of Labour the Council of the Institute of Chartered Accountants of Sri Lanka will nominate three (3) Chartered Accountants with not less than ten (10) years of post qualification experience drawn from professional Accountancy firms to serve on the Bonus Committee.
- 9. Any dispute relating to the payment of bonus shall be resolved only in terms of provisions (1) to (8) above and no other provision in this Agreement shall be applicable.
- 21. *Annual Increments.* The annual increments provided in each of the scales of wages in the first Schedule hereto shall be automatic, unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct, an increment is suspended, stopped or deferred in which case where an increment is
 - (a) Deferred, the loss of increment shall be continuous throughout the year;
 - (b) stopped, the loss of increment shall only be for the period of stoppage during the year;
 - (c) suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.
 - *Deferment*, stoppage or suspension, of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

22. Carrying Out Employers' Instructions as to Duties.-

- 1. If an employee considers that any duty which he is required to perform by the employer does not fall within the scope of his employment under the employer, the employee shall be entitled to bring such matter to the notice of the employer. If notwithstanding such notification the employer requires the employee to carry out such instructions then the employee shall be entitled to request the employer to give him instructions in writing.
- 2. If the employer gives the employee such instructions in writing, the employee shall carry out the same but without prejudice to the right of the employee to dispute such matter with the employer thereafter as provided in this Agreement.
- 3. If the employer refuses to give such instructions in writing, the employee shall be entitled to refuse to carry out such instructions and in that event the employer shall have no right of action against the employee.
- 4. If the employer gives such instructions in writing, but the employee fails to carry out the same, the employer shall be entitled to suspend the employee immediately without any pay and to take disciplinary action against him without prejudice to the right of the employee to dispute such suspension or such disciplinary action as may be taken against the employee as provided in this Agreement.
- 23. *Warning.* If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the employer in the presence of two witnesses.

24. Suspension.-

- 1. An employee may be suspended without pay by the Employer:
 - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal;
 - (b) In order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer;
 - (c) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- 2. At the time of suspension under sub-clause (1) (a) or within forty eight (48) hours thereof the Employer shall provide the employee with a written order of suspension specifying the reason or charges in terms of Clause 26 hereof.

25. Disciplinary Action. - Where the Employer proposes to proceed against the employee then-

- 1. Irrespective of whether an employee has been suspended under Clause 25 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less three (03) clear working days in which to give the answer or explanation to the charge or charges preferred.
- 2. Within three (03) clear working days after the date of the show cause notice, the employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such employee. Provided however that if in the circumstances it is reasonable the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an employee for such further period of time as is deemed necessary in the circumstances of the case.
- 3. If the employer is satisfied with the written answer or explanation of the employee, the employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlement due for the period of such suspension.
- 4. If the employer is not satisfied with the written or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.

- 5. After holding such inquiry, the employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- 6. If the employee is under suspension and the Employer after such inquiry makes order that -
 - (a) The employee shall not be dismissed then the employee shall resume employment forthwith and shall subject to the provisions of sub-clause 25(1) (c) hereof be paid all wages and entitlement due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;
 - (b) The employee shall be dismissed, then the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension.
 - (c) In view of the serious or involved nature of the charges, in the show cause notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries or if in view of the serious or involved nature of the charges preferred against the employee, the matter had been previously referred to the Police or any other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances, the employee may remain suspended without pay.
- 7. If in any case where an employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c), of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension in excess of thirty (30) days up to the date on which the employer makes an order under paragraphs (a) to (c) of the preceding Sub-clause, irrespective of the outcome of the inquiry.
- 8. In any case where an employee is suspended as provided herein the Employer shall make an order under paragraphs (a) to (c) of sub-clause 6 within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the employer and the Union that in the circumstances of the case, the period of ninety (90) days be extended for such further time as may be agreed.
- 9. The employer shall not be required to hold an inquiry as referred to in Sub-clauses (4) and (5) hereof where the employer proposes to warn the employee or where the employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the employee by the employer and requests the holding of an inquiry the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.
- 26. **Retirement.** On reaching the age of Fifty five (55) years an employee shall *ipso facto* retire and cease to be employed by the employer and there shall be no obligation on the employer to give the employee any notice of such retirement, Provided however, that an employee who has retired may, in the discretion of his employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

27. Termination of Service.-

1. Every contract, whether oral or written for the hire of any employee by the employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one (1) month and to be renewable, from month to month and shall be deemed and taken in law to be so renewed, unless one month's notice be given by either party to the other of his intention to determine the same such month has expired.

2. Where an employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the employee to complete the job within a reasonable time.

28. Disputes Procedure. -

- 1. In the first instance, the Union shall submit any demand on behalf of its members to the Employer and give the Employer at least ten (10) working days time whithin which to reply. If in the Union's opinion the employer's reply is unsatisfactory the union and the Employer shall explore the possibility of reaching a settlement.
- 2. When the Union concludes that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conference and/ or discussion with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.
- 3. Subject to the provisions of Clause 32 hereof all disputes between the Parties shall be settled in accordance with the provisions of the Industrial Disputes Act, and the regulations made thereunder.
- 4. Any party of this Agreement shall not instigate support or engage in any unfair labour practice during the pendency of this Agreement.
- 29. How Anomalies in the Course of Implementing This Agreement Shall be Dealt With. Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Federation and the Union. If the matter cannot be settled by negotiations the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations hereunder.
- 30. *Trade Union Action.* The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action against the employer in respect of any dispute between the employer on the one hand and the union and / or its members and/ or any employee covered and bound by this Agreement on the other hand whether or not such disputes have been caused by an act of the employer, which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and / or its members or grossly unfair or seriously detrimental to the interest of the Union and / or its members. Provided however, that at least (07) days notice in writing shall be given by the Union to the employer and the Commissioner of labour before the date of commencement of any intended strike or other form of trade union action consequent to an act of the employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existance of the legitimate activities of the Union and or its members or grossly unfair or seriously detrimental to the interest of the Union and / or its members.

31. Variations of Terms and Conditions of Employment, Benefits. -

- 1. 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 will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this agreement other than by mutual Agreement.
- 2. The Employer agrees with the Union and its members and the Employees covered and bound by this Agreement that he shall not seek to 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.
- 3. Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (2) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

15 A

PARTII

- 1. Domestic Inquiries.- If an Employee is furnished with a show cause notice in terms of Clause 25, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice:-
 - (a) The Employer will, subject to hereinafter provided, allow another employee (hereinafter referred to as an "Observer") to be present as an Observer without loss of wages for absence from work.
 - (b) If the Employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
 - (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
 - (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
 - (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

PART III

DEFINITIONS

In Parts I and II of this Agreement unless excluded by the Subject or context, the following words shall have the meaning set opposite to them:-

> Words Meaning

Dispute Shall have the same meaning as in the Industrial Disputes Act.

Employer (For convenience sometimes referred to as 'he' or its grammatical variations)

An employer covered and bound by this Agreement

Employee (For convenience sometimes referred Subject to the provisions of Clause 5 of Part II hereof an Employee covered and to as 'he' or its grammatical variations) bound by this Agreement

Industrial Disputes Act The Industrial Disputes Act, No. 43 of 1950

Normal Incremental Date The date on which an employee would normally receive an increment

Wage The monthly wage according to the scales of wage in the first Schedule hereto.

Week The period between midnight on any Saturday Night and midnight on the succeeding Saturday.

Words importing the masculine gender shall include the feminine.

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

IN WITNESS WHEREOF the particle this 26th day of February Two Th

For and on behalf of A BAUR & COMPANY (PVT) L

Name: Lakshman Dushyantha I

A BAUR & CO. (PRIVAT

Signature

akshman D. Niyange Managing Director / CE

Designation: Deputy Managing

A. BAUR & CO. (PRIVAT (PV 15827)

Name: Jayendran Arulrajah Se

J. A. Setukavalar Director - Finance Chief Financial Officer

Signature: .

30. A

Designation: Finance Director

WITNESSES:

Address of the last

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Designation: Past.

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SECOND SCHEDULE

Workshop Workers

All Workmen engaged in the mechanical, electrical, maintenance machine, engineering and other support functions.

Factory Workers

All Workmen engaged in and about the factory premises on duties other than the above including checking.

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