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No. 1833/28 – THURSDAY, OCTOBER 24, 2013

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## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/464.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Oxygen Limited, No. 50, Sri Pannananda Mawatha, Colombo 15 of the one part and the Jathika Sewaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other part on 19th day of June 2013, regarding the Office Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,  
COMMISSIONER OF LABOUR.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
10th September, 2013.

### Collective Agreement No. 16 of 2013

Collective Agreement entered into between Ceylon Oxygen Limited having its registered Office at No. 50, Sri Pannananda Mawatha, Colombo 15, a company duly registered in Sri Lanka and the Jathika Sewaka Sangamaya a trade Union duly registered in Sri Lanka and having its registered office at No. 416, Kotte Road, Pitakotte.

Whereas the Jathika Sewaka Sangamaya (hereinafter referred to as 'the Union') raised with Ceylon Oxygen Limited, (hereinafter referred to as 'the Company') certain demands relating to the revision of terms and conditions of employment of their members employed in the Company and the said parties have, after negotiations, arrived at the following terms of settlement.



1. This Agreement shall cover and bind the Company, the Union and the members of the Union, who are in employment in the Company as at 01st January, 2013, on permanent monthly contracts of employment in the Categories of employment ranges as stipulated in Schedule 1, which is annexed hereto.

2. The salaries payable to the employees covered and bound by this Agreement with effect from 1st January, 2013 shall be on the basis of the Salary ranges stipulated in Schedule 2.

3. To ascertain the salary payable to an employee with effect from 1st January, 2013, on the basis of the salary ranges provided in Schedule 2 hereto the following provisions shall apply:

- (a) The basic monthly salary as at 31st December 2012 of all employees in the above mentioned grades, covered and bound by this Agreement shall be increased by 12% and shall thereafter be placed on the corresponding salary ranges provided in Schedule 2 hereto;
- (b) With effect from 01st January, 2014 the monthly salaries of all employees will be further revised by the addition of 12% to their salaries as at 31st December, 2013, and shall thereafter be placed on the corresponding salary ranges provided in Schedule 2,
- (c) With effect from 01st January, 2015 the monthly salaries of all employees will further be revised by the addition of 10% to their salaries as at 31st December, 2014 and shall thereafter be placed on the corresponding salary ranges provided in Schedule 2.

4. The allowances and other benefits that were revised have been set out in Schedule 3.

5. Annual increment date of all the employees will be the 01st of April each year and shall be granted as per the current practice.

6. The union and the workmen covered by this agreement, jointly and severally agree that they shall not, during the operation of this agreement, resort to trade union action of any sort on any matter that is covered by this agreement.

7. In the event that a dispute may arise in respect of any matter not covered by this agreement the union and the workmen covered by this agreement agree that such dispute will be settled / resolved in the manner provided below:

- (a) Whenever there is a dispute that is not covered by this agreement, a written statement of the dispute should be forwarded by the Union's Branch Committee to the Company, and at least two weeks given for the Company to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the Parent Union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the Parent Union, the conciliatory proceedings under the Industrial Disputes Act shall be followed and parties shall endeavour to settle such dispute in accordance with the provisions of the Industrial Disputes Act.

8. The provisions of this Agreement shall be effective from the 1st day of January, 2013 and continue in force unless it is terminated by either party giving one month's notice in writing to the other, provided however that neither party shall give such notice to the other before the 30th November, 2015 and the provisions of the Agreement shall not stand terminated until the 31st December, 2015, in such event.

In witness whereof the Part Two Thousand and Thirtieth

Niran Pieris  
Chief Executive Officer  
for and on behalf of  
Ceylon Oxygen Limited

Witnesses:

Name: A. H. Upali  
Designation: Administrative  
Manager

SCHEDULE No. 1

*CLERICAL STAFF GRADES*

Clerical - Grade I  
 Clerical - Grade II  
 Clerical - Higher Grade  
 Clerical - Special Grade  
 Staff Officer Grade

*DRIVER GRADES*

Driver - Grade E  
 Driver - Grade D  
 Driver - Grade C  
 Driver - Grade B  
 Driver - Grade A

SCHEDULE No. 2

*SALARY RANGES*

OFFICE STAFF - CLERICAL

Clerical - Grade I	Rs. 10,800.00 to Rs. 26,000.00 Annual Increment Rate Rs. 120.00
Clerical - Grade II	Rs. 11,000.00 to Rs. 30,800.00 Annual Increment Rate Rs. 160.00
Clerical Higher	Rs. 11,300.00 to Rs. 33,400.00 Annual Increment Rate Rs. 180.00
Clerical Special	Rs. 11,650.00 to Rs. 38,400.00 Annual Increment Rate Rs. 220.00
Staff Officer	Rs. 12,050.00 to Rs. 45,695.00 Annual Increment Rate Rs. 280.00

OFFICE STAFF - DRIVERS

Driver - E	Rs. 11,300.00 to Rs. 26,600.00 Annual Increment Rate Rs. 120.00
Driver - D	Rs. 11,500.00 to Rs. 29,000.00 Annual Increment Rate Rs. 140.00
Driver - C	Rs. 11,750.00 to Rs. 31,500.00 Annual Increment Rate Rs. 160.00
Driver - B	Rs. 12,050.00 to Rs. 34,300.00 Annual Increment Rate Rs. 180.00
Driver - A	Rs. 12,400.00 to Rs. 37,000.00 Annual Increment Rate Rs. 200.00

SCHEDULE No. 3

**Attendance Allowance.**— Attendance allowance given to employees will increase to LKR 750/- from the existing LKR 600/- which would be effective from 01st January, 2013.

**Medical Allowance.**— Medical allowance given to employees will increase to LKR 650/- from the existing LKR 520/- which would be effective from 01st January, 2013.

**Shift Allowance.**— Shift Allowance given to employees agreed to increase by 15%.

11 - 299

My No.: CI/546.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Asian Paints (Lanka) Limited, No. 81, Korawella Road, Moratuwa of the one part and the Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya (All Ceylon Commercial and Industrial Workers' Union), No. 457, Dr. Colvin R. de Silva Mawatha, (Union Place), Colombo 02 of the other part on 11th day of April, 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,  
Commissioner of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05,  
18th September, 2013.

**Collective Agreement No. 11 of 2013**

**COLLECTIVE AGREEMENT**

THIS COLLECTIVE AGREEMENT entered into in terms of the Industrial Disputes Act on this 11th day of April Two Thousand Thirteen, to take effect from the 1st day of January Two Thousand Thirteen, between Asian Paints (Lanka) Limited, a Company duly registered under the Companies' Act and having its registered office at No. 81, Korawella Road, Moratuwa (hereinafter referred to as the "Employer") of the one part and the Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya (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, Dr. Colvin R. de Silva Mawatha, (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:

**Title:** This Collective Agreement shall be known and referred to as the Asian Paints (Lanka) Ltd. Employees' Collective Agreement 2013.

1. **Employees' Covered and Bound.**— This Agreement shall cover and bind the Union and its members employed in the manual grades who are in service with the Employer, as at the date of signing this Agreement.

2. **Date of Operation and Duration.**— This Collective Agreement shall be effective as from the 1st day of January Two Thousand and Thirteen and shall continue to be in force unless it is terminated by either party with three months' notice to the other, in writing, provided however that no such notice shall be given by either party, prior to 30th September Two Thousand Fifteen, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 31st day of December, Two Thousand Fifteen. Any notice of termination given by a party prior to the 30th day of September Two Thousand Fifteen shall have no effect whatsoever.

3. **Salaries.**— The Employer shall increase the salaries of all employees covered and bound by this Agreement as follows:

Rs. 2,200/- with effect from 1st January 2013 for a period of one year.

A salary increase of Rs. 2,200/- with effect from 1st January 2014 for a period of one year.

A salary increase of Rs. 2,300/- with effect from 1st January 2015 for a period of one year.

A salary point of each employee as at 1st January 2013, 1st January 2014, and 1st January 2015 is set out in Annexure 1, 2, and 3 respectively, annexed to this Agreement.

4. **Notional Arrears.**— It was agreed that the number of months between 25th September 2012 and up to 31st December 2012, i.e. a period of three months and five days would be taken into consideration for the payment of Notional Arrears at Rs. 2,200/- per month. The Notional Arrears would not attract EPF/ETF or any other statutory payment. On a request made by the union, the management, as a special consideration ex-gratia without prejudice agrees to pay the overtime earnings based on actuals of each employee in respect of the above Notional Arrears.

Parties are in agreement that since there is a Collective Agreement between parities, the Budgetary Relief Allowance of Workers Act No. 36 of 2005 does not have any bearing in respect of this company and in any event, the salary increases granted as above and the notional arrears would set off and mean and include the allowance applicable under the said law.

5. **Medical Assistance.**— The Employer shall arrange for the services of a General Medical Practitioner once a year to conduct a medical check-up of workers and shall provide a sum of Rs. 10,000/- per employee per annum as medical reimbursement. The employees would be entitled to reimburse the amount on the basis of Rs. 2,500/- per quarter.

6. **Bonus.**— The company will continue to pay one (1) month's basic salary as bonus ex-gratia in December of each year.

7. **Production Bonus.**— Parties were in agreement to fully implement all the terms and conditions of the Production Bonus Scheme, currently in force between the Management and the Union and agreed upon. A copy of the said Production Bonus scheme is annexed herewith as Annexure 4.

The Employer shall pay a production bonus per month to employees based on the following formula:

- (a) An employee shall qualify to receive production bonus of Rs. 2,800/- if he works for 20 days or more in a month on regular working days (including holidays), and achieves the production bonus target on all the days he has reported for work.
- (b) An employee shall qualify to receive production bonus of Rs. 2,500/- if he achieved a production target for 18 days in the month (work including holidays).\*
- (c) An employee shall qualify to receive a production bonus of Rs. 1,900/- if he achieved a production target of 14 days in the month (work including holidays).\*
- (d) If an employee goes on half day, he shall work and complete his work on pro-rata basis (of the desired production output in a shift).

\*Average leave taken by an employee in a month has been considered in the above-mentioned targets.

8. **Attendance Incentive.**— The Employer shall pay an attendance incentive of Rs. 400/- per month to employees, to enthruse attendance and eliminate absenteeism, on the following:—

- (a) An employee shall qualify to receive an attendance incentive of Rs. 400/- per month, where they have reported to work on every working day in that month.

Working days shall exclude statutory and weekly holidays and a maximum of a day's annual leave approved by the Management and taken during that month.

Subject to the above, employees shall be absent for the purpose of this incentive scheme where they have been on leave of any description, i.e. annual, casual, sick or approved accident leave.

(b) The attendance incentive will be paid on a reducing scale as follows:-

***Leave Absence per month incentive payable***

Half day (4 hours taken on one single Occasion or on a cumulative basis)	Rs. 375
One day (8 hours)	Rs. 350
One and half days (12 hours)	Rs. 325
Two day (16 hours)	Rs. 300

Employees who absent themselves from work on more than two days in a month will not be entitled to any incentive.

Any Employee, who is placed on No. Pay even half a day (1/2) in any one month, will not be entitled to this incentive.

9. ***Grant of Loans.***- The Employer shall pay a workman a loan of three months' salary or Rs. 10,000, whichever is higher, to be recovered in 24 monthly installments, with interest at prevailing rates, subject to two guarantors.

Those eligible to sign as guarantors for this loan will be as follows:-

(a) A worker could obtain a loan and sign as a guarantor of one other worker.

or

(b) A worker who does not obtain a loan could sign as a guarantor for two other workers.

10. ***Annual Excursion.***- The Employer shall arrange only the transport for a two-day excursion and grant an annual excursion allowance, as follows, per employee:-

Rs. 1,750 for the first year
Rs. 1,750 for the second year
Rs. 1,750 for the third year.

In addition, the Employer agrees to grant two workers Rs. 1,750 each for a pilot trip for the first year, Rs 1,750 each for the second year and Rs. 1,750 each for the third year, for the purpose of organizing the trip.

11. ***Donation to the dependants of Deceased Employees.***- In the event of the unfortunate death of an employee, a payment would be made jointly by the Employer and Employees to the dependants of the deceased employee on the following basis:-

The Employees would work on a holiday as a mark of respect to the deceased employee and donate the day's wages to the family of the bereaved. The Company will contribute an equal amount as its contribution to the bereaved family.

The payment as mentioned above would be made to a dependant nominated by the employee concerned. All employees will be required to nominate the recipient who will be entitled to receive this payment on behalf of the dependants.

12. ***Shift Work.***- The Employer has introduced a rostered two-shift work arrangement with effect from October 2001 in the factory and the employees are complying with same. The two-shift work arrangement shall be adopted by the Employer depending on the exigencies of business. The shift hours will be as follows:-

Morning Shift	-	8.00 a.m. to 5.00 p.m.
Night Shift	-	8.00 p.m. to 5.00 a.m.

The employees will be entitled to one break of half hour's duration and two breaks of 15 minutes duration during the operation of the above-mentioned shifts.

The Employer shall pay a sum of Rs. 2,000/- per month, per employee, during the months in which the factory works on the two-shift work arrangement as set out above. The employer shall also pay a sum of Rs. 20/- per employee per day to each employee who is rostered for work in the night shift and reports for same. The above payment on account of shift work shall not constitute a part of the earnings of employees and shall not attract any consequential payments such as Overtime, Provident Fund, Trust Fund, etc.

The Employer reserves the right to revert to the general one-shift work arrangement at any time with notice to the employees.

The following allowances will be paid to the employees on account of overtime work performed after 8.00 p.m. during the operation of the general one-shift work arrangement:

Transport Allowance	-	Rs. 75/-
Dinner Allowance	-	Rs. 90/-

It was agreed that during night shift, workers in Stores, N.C. Section and Technology Section would be utilized in other areas of production work depending on the requirements and workers agreed to this condition in order to earn the shift allowance.

In the event of the necessity to change the present shift timings, it was agreed that the union and management would discuss and arrive at different shift timings without increase to the present shift allowance.

13. **Subsidized Paint.** - The company will give 40% discount for each employee for his/her paint purchase from the company. He/she can avail this discount once in a year. The maximum value of this discounted purchase should be equal to or less than one month of the employee's salary.

14. **Productivity improvement in all areas.** - It was decided that the management and union will continue to strive to improve the productivity.

15. The Union and its members shall co-operate with the Company in the maintenance of discipline, avoidance of waste, maintenance of safe working conditions, improvement of quality, improvement of productivity and securing efficiency in such manner as to augment the competitive strength of the Company.

16. The Union and its members agree that during the period of this Agreement, they shall not seek to change or vary the terms of employment and shall not resort to any Trade Union action or any matter covered herein.

If Trade Union action is to be taken on any matter, not covered by this Agreement, the Union shall give written notice of 14 days to the Employer to enable a settlement of the underlying dispute. Any breach of this Clause shall entitle the Employer to repudiate this Agreement forthwith.

In witness hereof parties have set their hands on this 11th day of April, Two Thousand Thirteen.

For & on behalf of  
ASIAN PAINTS (LANKA) LTD

DIRECTOR/GENERAL MANAGER

Witness:

Name: Ananda Abmayaya

Signature: [Signature]

**Annexure 1**

<b>No</b>	<b>Name</b>
1	N K T AMARASIRI
2	H G R FONSEKA
3	JAGATH PUNCHIHEWA
4	M T J PERERA
5	W A ANANDA
6	P D A UDAYAKUMARA
7	D P J PEIRIS
8	A R K SILVA
9	J A DE SILVA
10	S D DE MEL
11	O K C SILVA
12	W A R S FERNANDO
13	A K S K DE SILVA
14	I G M P APPUHAMY
15	H F U K FONSEKA
16	K D L HEMACHANDRA
17	S K J RAJKA
18	L K PATHMASIRI
19	S S FERNANDO
20	W S S FERNANDO
21	R M S K B RATNAYAKE
22	D M SIRIMANNA
23	W S I FERNANDO
24	A T T DE SILVA
25	M K SALGADO
26	K S FERNANDO
27	P U J N K FERNANDO
28	A G SUMANASIRI
29	W N S FERNANDO
30	I A SOYSA
31	S H SIRIPALA
32	S H W PERERA
33	M D C S PERERA
34	S A D HARISCHANDRA
35	E M M RANGANA
36	A C PERERA
37	H M P BANDA
38	S RAMANATHAN
39	M B A P FERNANDO
	<b>Total</b>



**Annexure 2**

<b>No</b>	<b>Name</b>
1	N K T AMARASIRI
2	H G R FONSEKA
3	JAGATH PUNCHIHEWA
4	M T J PERERA
5	W A ANANDA
6	P D A UDAYAKUMARA
7	D P J PEIRIS
8	A R K SILVA
9	J A DE SILVA
10	S D DE MEL
11	O K C SILVA
12	W A R S FERNANDO
13	A K S K DE SILVA
14	I G M P APPUHAMY
15	H F U K FONSEKA
16	K D L HEMACHANDRA
17	S K J RAJIKI
18	L K PATHMASIRI
19	S S FERNANDO
20	W S S FERNANDO
21	R M S K B RATNAYAKE
22	D M SIRIMANNA
23	W S I FERNANDO
24	A T T DE SILVA
25	M K SALGADO
26	K S FERNANDO
27	P U J N K FERNANDO
28	A G SUMANASIRI
29	W N S FERNANDO
30	I A SOYSA
31	S H SIRIPALA
32	S H W PERERA
33	M D C S PERERA
34	S A D HARISCHANDRA
35	E M M RANGANA
36	A C PERERA
37	H M P BANDA
38	S RAMANATHAN
39	M B A P FERNANDO
	<b>Total</b>

**Annexure 3**

<b>No</b>	<b>Name</b>
1	N K T AMARASIRI
2	H G R FONSEKA
3	JAGATH PUNCHIHEWA
4	M T J PERERA
5	W A ANANDA
6	P D A UDAYAKUMARA
7	D P J PEIRIS
8	A R K SILVA
9	J A DE SILVA
10	S D DE MEL
11	O K C SILVA
12	W A R S FERNANDO
13	A K S K DE SILVA
14	I G M P APPUHAMY
15	H F U K FONSEKA
16	K D L HEMACHANDRA
17	S K J RAJIKA
18	L K PATHMASIRI
19	S S FERNANDO
20	W S S FERNANDO
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28	A G SUMANASIRI
29	W N S FERNANDO
30	I A SOYSA
31	S H SIRIPALA
32	S H W PERERA
33	M D C S PERERA
34	S A D HARISCHANDRA
35	E M M RANGANA
36	A C PERERA
37	H M P BANDA
38	S RAMANATHAN
39	M B A P FERNANDO
	<b>Total</b>

**ASIAN PAINTS LANKA LIMITED**

**SUMMARY OF PRODUCTIVITY PROPOSAL FOR FACTORY WORKERS**

**WATER BASED**

(a) **Grinding and Thinning** : To be completed as follows. (2 operators are involved for each machine)

TSD/PUG Mill: 2 wall putty or 3 wall filler batches or 4 emulsion batches per shift.

DHC/DHV: 4 water based standard batches per shift.

(b) **Tinting**.- 3 full batches per shift per tinterman.

(c) **Filling**.- 3 full batches to be filled from each filling point per shift. In case of wall putty 2 batches per one filling point per shift. (In all filling points same team should prepare the required packing materials) Assumed 2 operators involved in each filling point.

The following points have been mutually agreed with respect to emulsion filling.

- (a) If the 3 loads to be filled are of different product shades, then the maximum number of 1L (One litre) packs shall not exceed 750 numbers in a shift.
- (b) If at least 2 out of the 3 loads to be filled are of the same product shade, then the maximum number of 1 litre packs shall not exceed 800 numbers.
- (c) If the pack size to be filled is only 10L / 18L or 20L or a combination of the three then the filling team shall complete 4 loads in a shift.
- (d) All the pans would be cleaned off line by a separate person.
- (e) The empty pans should be kept at the pan cleaning area as soon as the filling is over.
- (f) When the filling is under progress, the wet paint sticking on the sides should be pushed down so as to ensure that the entire quantity of paint is filled.

Enamel.-

A. **Pearl Mills**.- 2 Tint bases / whites (700lt batch) or 1 colour per shift per machine (700lt)

- Dynamill 2 colour batches (700lt batch) per shift

B. **Ball mill Loading and Unloading and Thinning**.- Loading or unloading one ball mill batch, preparation of one ancillary batch and Thinning down 2 standard enamel batches per shift. (Total operation with 2 workers) (One additional activity involved)

C. **Tinting**.- 2 batches per shift per tinter.

D. **Enamel Filling**.- Each filling point (3 workers) shall adhere the following out put.

- To complete 1650 tins per day (with in 8 hours)
- When filling the 1650 tins, it will not be from more than 3 batches.
- Between the above batches it should be not more than 2 cleaning sessions
- If the pack size is only 4 litre, 3 loads would be filled in 8 hour shift provided maximum number of shades is 2.
- After pasting the labels on tins it should be completed with price and batch number marking.

**NC / Industrial / Wood**.- Production of total (NC/Wood and Industrial) 1200 litres or shift. (This includes raw material issues / Dispersion and Thinning / Tinting / testing / Preparation of packing materials / packing) (Team of 12 workers)

**Preparation of Labels.**— One workman will participate. During the shift need to complete labels for 12 full batches without interrupting the operation.

**Raw Material Issues.**— 18 full batches to be issued to production floor per shift. (One workmen shall complete 4 1/2 batches per shift) (4 workers). In addition unloading and staking raw materials received from suppliers.

**Finished Goods Handling.**— Loading / acceptance 13,000 litres of finish goods with in the shift with 5 workers for delivery and distribution. If the loading / acceptance amount is less than 13, 000 litres to clean stores / repacking finish goods to be done.

**Q.C. Laboratory.**— Corporate and assist production floor and laboratory to test and complete all day s' batches (2 workers).

**Goods Transfer Personnel.**— 100% clearance of all finish goods during the day's production within the shift.

**Maintenance Section.**— All scheduled maintenance to be carried out for all machinery as per instructions without interrupting operation. All small machinery defects to be rectified and repaired within 4 hours.

**During Over Time.**— The desired production out put during over time shall be calculated on prorata basis (of the standard shift out put). This production out put during over time has to be achieved in order to earn production bonus for the month.

**General for All Stages.**—

- If there is delay in input for any stages workers must involve in other work specified by the supervisor. Eg. Machine cleaning, cleaning working area, cleaning utensils or work in some other area where services are required.
- All operators must clean respective working area and utensils used for production operation in the day within the shift.
- All operators shall make sure all equipments and utensils are used in proper manner to ensure smooth operation in the production floor.
- In all respective activities must carry out as per the standard specified for products and Services.