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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2333/28 – 2023 මැයි මස 26 වැනි සිකුරාදා – 2023.05.26
No. 2333/28 – FRIDAY, MAY 26, 2023

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1880.

THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

THE Collective Agreement entered into between Elsteel (Pvt) Ltd, No. Spur Road 2, Phase 1, Export Processing Zone, Katunayake of the one Part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other Part on 22nd September, 2022 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
18th May, 2023.



Collective Agreement No. 19 of 2022

COLLECTIVE AGREEMENT

OF

2022 - 2025

Between

ELSTEEL (PVT) LTD

of the One Part

And

INTER COMPANY EMPLOYEES' UNION

of the Other Part

This Agreement entered into by and between Elsteel (Pvt) Ltd., a Company duly incorporated in Sri Lanka and having its registered office at No. spur Road 2, Phase 1, Export Processing Zone, Katunayake (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. 10, Council Lane, Dehiwala (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 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 factory at Katunayake and Pallekelle.

2. **Effective Date and Operation of the Agreement.**— This Agreement Shall take effect from 1st September 2022 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 July 2025 and the Agreement shall not stand terminated (period of 3 years) prior to the 31st August 2025.

3. **Wage Revision.**—

1. The Employer shall with effect from 1st September 2022, revise by way of an increase the salaries of employees covered by this Agreement by Rs. 8,000/- of their basic salary as of 31st August 2022.
2. The Employer shall with effect from 01st September 2023, revise by way of an increase the salaries of employees covered by this Agreement by Rs. 6,000/- of their basic salary as of 31st August 2023 based on the annual performance evaluations as reflected in the below mentioned paragraph (4).

3. The Employer shall with effect from 01st September 2024, revise by way of an increase the salaries of employees covered by this Agreement by Rs. 6,000/- of their basic salary as of 31st August 2024 based on the annual performance evaluations as reflected in the below mentioned paragraph (4).
4. The Employer agrees to grant a total wage increase for employees who have achieved the following marks based on the annual performance evaluations which has been conducted in an impartial and transparent manner.

Marks	Percentage
0-50	50%
51-70	70%
71-85	85%
86-100	100%

5. In the event the targets are not achieved due to circumstances beyond the control of the employees, the management may consider a reasonable payment in consultation with the employees.

4. **Other Terms & 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.
- (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 cadre 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. **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 HEROF the parties have hereunto set their hands on this 22nd Day of September, Two Thousand and Twenty-Two, in Colombo.



 for & on behalf of:
 Elsteel (Pvt) Ltd
 Name: Mohomed Resha
 Designation: Assistant

Witnesses:

1. 

Name: Sagara Obris
 Designation: Head of HR

3. 

Name: Jayasiri Silva
 Designation: Branch Sec