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No. 1790/17 – FRIDAY, DECEMBER 28, 2012

(Published by Authority)

PART I: SECTION (I) – GENERAL Government Notifications

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 the Inter Company Employees' Union, No. 12/2, Weera Mawatha, Sri Subootheripura, Battaramulla of the other part on 29th day of March 2012 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.
13th December, 2012,

Collective Agreement No. 10 of 2012

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 12/2, Weera Mawatha, Sri Subootheripura, Battaramulla (hereinafter referred to as "the Union").

Whereas the Union by its letter dated 23rd December 2011 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) Further 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 by 12.5% with a minimum increase of Rs. 2,750 to be paid in the following manner.

- (a) 76% of this increase in the first year with effect from 1st April 2012.
- (b) 24% of this increase in the second year with effect from 1st April 2013. (The 24% increase will be calculated based on the salary as at 31st March 2012.)
- (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 regard 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 committee 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 Employers' 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 conciliatory proceedings under the Industrial Dispute act should be followed.
- (d) If after conciliation 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 FFC.
- (iv) This agreement shall take effect from 1st April 2012 and may be terminated by either party with month's written notice to the other provided however, that neither party shall give such notice before 28th February 2014 and the agreement shall not stand terminated until 31st March 2014.
- (v) The employer agrees to reimburse up to a maximum of Rs. 17,000 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
of March Two Thousand

For and on Behalf of
SINGER (SRI LANKA) PLC

Name *H. A. P. Silva*

Designation *Factory*

Witnesses:

1. *[Signature]*

Name *D. H. S. Silva*

Designation *Asst. Dir.*

SINGER (SRI LANKA) PLC

[Signature]
Priyath Seneviratne
Factory Director