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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/400.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between the De La Rue Lanka Currency and Security Print (Pvt) Limited, Export Processing Zone, Biyagama, Malwana of the one part and Inter Company Employees Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 16th December 2009 regarding the Clerical, Allied Grades and Support 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)

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th March, 2010.

Collective Agreement No. 24 of 2010

COLLECTIVE AGREEMENT

This Collective Agreement made on this 16th day of December 2009, pursuant to the Industrial Disputes Act, between De La Rue Lanka Currency and Security Print (Pvt) Limited, a Company incorporated under the laws of Sri Lanka, having its principal place of business at Export Processing Zone, Biyagama, Malwana of One Part (hereinafter referred to as “the Employer”) and the Inter Company Employees Union, a Trade Union registered under the laws of Sri Lanka, having its registered office at 158/18, E. D. Dabare Mawatha, Colombo, of the Other Part, (hereinafter referred to as “the Union”) witnesseth and it is hereby agreed between the parties as follows:

1. Parties to be covered and bound.– This Agreement shall cover and bind De La Rue Lanka Currency and Security Print (Pvt) Limited, the Inter Company Employees Union and employees of the Employer in manual grades on permanent monthly contracts of employment (hereinafter referred to as “Employees”).

2. Date of Operation and Duration.– This Agreement shall be effective as from the 1st April 2009 and shall thereafter continue to be in force unless it is determined by either party giving one month's notice in writing to the other, provided however, that neither party hereto shall give such notice to the other party before the 1st day of March 2012.

All parties agreed to put forward their proposals for renewal of the Collective Agreement, in writing, at least 6 months prior to expiry of the Agreement.

3. Revision of salaries:

- (i) salaries drawn by employees covered and bound by this Agreement shall be revised in the following manner:
 - (a) First year commencing 1.4.2009 -12.5%
 - (b) Second year commencing 1.4.2010 -12.0%
 - (c) Third year commencing 1.4.2011 -0 8.0%
- (ii) In addition to the revision of salaries in the 3rd year, as set out above, the Company shall at its discretion grant performance-based increments ranging from 1% to 3% subject to a minimum of 1%.

4. Special ex gratia.– The company shall make a special ex gratia payment of Rs. 5,000/- to confirmed employees serving the Company as at 16th November 2009, which shall not attract consequential benefits such as EPF/ETF/Gratuity, overtime, etc. This payment shall be made at the end of November 2009, and for employees who have joined during the course of the year 2009, up to the date of signing this Agreement, the payment shall be made on a prorata basis on completed months worked.

5. Bonus.– Without prejudice to the claim of the Employer that bonus payments are ex-gratia, the Employer shall continue to pay two months' salary as annual bonus. The hitherto practice with regard to the time of payment and deductions based on attendance, punishments made after a domestic inquiry, unauthorized absence shall continue. New employees shall enjoy the benefit of the bonus proportionately. The current practice of 25% forfeiture of annual bonus for disciplinary written warnings will continue.

6. Production bonus.

- (i) The Employer shall continue to make payment of a production bonus equivalent to one month's salary of an employee subject to the achievement of the following conditions collectively:
 - a. Commissioning and production on simultaneous 212 by 15th December 2009.
 - b. Meeting packing agreement of 1,226 billion by 31/3/10.
 - c. Meeting Venezuela delivery dates as declared by the management of the Employer.

However, it is also agreed by the Employer to make payment of 1/3rd of the production bonus in the event each of the above mentioned criteria is achieved. e.g.: If only (a) and (b) are achieved, they will receive an amount equivalent to 2/3rd the production bonus.

- (ii) It is also agreed by parties to revise production bonus targets as at 31st March in the years 2010 and 2011 respectively.
- (iii) parties agree that the Employer reserves its right to 10% forfeiture on production bonus payable on account of serious production/quality/administration/EHS related written warnings issued after a proper investigation. This condition will come into effect on 1st April 2010.
- (iv) In addition to the above, the deduction from the production bonus shall also be made on account of absence and shall be prorated on a weekly basis. This condition shall be applicable for any period of absence over and above the stipulated leave entitlement. e.g.: Deduction of 1/52 of production bonus for every 5 days absence.

7. Shift allowances.– Subject to the present criteria of payment it is agreed by parties that the shift allowances will be revised in the following manner for the duration of the Agreement:

	<i>First year</i>	<i>Second year</i>	<i>Third year</i>
1st shift (6.00 a.m. to 2.00 p.m.)	Rs. 70.00	Rs. 75.00	Rs. 80.00
2nd shift (2.00 p.m. to 10.00 p.m.)	Rs. 100.00	Rs. 105.00	Rs. 110.00
3rd shift (Night shift)	Rs. 750.00	Rs. 750.00	Rs. 800.00

8. Medical benefits.–

- (i) *OPD* – With effect from 1st April 2009, the Employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs. 8750/- for the 1st year, Rs. 9450/- for the 2nd year and Rs. 10,500/- for the 3rd year and such amount shall be offered to each confirmed employee as a family unit.
- ii) **Hospitalization Insurance**– With effect from 1st April 2010, the Employer shall pay the premium for Hospitalization Insurance as a family unit, in respect of hospitalization to a maximum of Rs. 60,000/- per employee per annum.
- iii) **Life insurance** – With effect from 1st April 2010, the Employer shall pay the premium for a Life Insurance cover to a maximum of Rs. 250,000/-

9. Parties agree that the terms and condition hitherto applicable shall continue to be in force subject to the revisions set out in this Agreement.

It is also agreed by parties that the Memorandum of Understanding signed between the Employer and the Union (annexed hereto as Annex I) on the 12th May 2009 with regard to change of work arrangements, shall also constitute part of the terms and conditions of employment.

10. **Trade Union Action**– The Union and the Employees jointly and severally agree that they shall not, during the operation of this Agreement, take or resort to any form of Trade Union action in respect of any matter covered by this Agreement.

11. **Dispute Settlement Procedure**– (a) The Union and the Employees jointly and severally agree that any dispute/problem/issue that may arise between the parties, in respect of any matter not covered by this Agreement, to resolve such dispute/problem/issue in the manner provided in clauses (b) to (e) below.

- b) 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 given for the Employer to resolve this dispute.
- c) If no satisfactory solution is found, the matter should be referred to the Parent Union and to the Employer's Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute.
- d) 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 should be followed.
- e) If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union action, written notice should be given of not less than fourteen days (14) to the Employer and the EFC regarding such Trade Union action.

12. **Cooperation between the parties:–** i) The Employer agrees to continue with the facility of remitting check off directly to the Union.

- ii) The Employer will continue to grant the facility of permitting the President and the Secretary of the branch to attend monthly meetings of the Union. The Employer also agrees to release not more than two employees to attend to Training Programs / Seminars conducted by the Union, not more than twice in each calendar year provided, however, that the Union requests in writing for this facility with sufficient notice to the Employer.
- (iii) Employees agree to continue to extend their fullest co-operation in respect of enhancing productivity at the work place, which include the following:
 - (a) Employees will extend their fullest co-operation in respect of any change in work arrangements and shift operations in the Security Finishing Department. The Employer agrees to discuss with the Union and the employees, proposed changes in work arrangements in advance.
 - (b) Changes in relation to work arrangements and shift operations as currently practiced at the work place. In this regard it is agreed by the Employer to discuss in advance with the Union and the employees, of any changes it proposes to implement in relation to work arrangements.

- (c) Flexibility to move within currently practiced shift patterns with at least one weeks prior notice, other than in exceptional circumstances, to facilitate training, manning of new machinery and production requirements.
- (d) All activities connected to the management of quality environment, health and safety, implementation of international standards, continuous improvement and training activities.
- (e) All necessary measures in relation to handing over of work between shifts. In view of this undertaking, the Employer will continue to implement the present practice of granting a grace period of five minutes in the event the employee reports late.
- (f) Taking of all necessary measures by employees in the Maintenance Division in respect of breakdowns in order to minimize the impact on production including flexibility to work during factory shut-downs (New Year, Wesak, X'mas) if required for annual maintenance and other maintenance matters.


In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this Sixteenth day of December Two Thousand and Nine


Secretary
JACEY & COMPANY
Secretaries


For and on behalf of D
Lanka Currency & Se
Print (Pvt) Limited

Name : David Donalson
Designation: General N

Witnesses:


Prasad de Silva
Senior Industrial Relati
The Employers' Federa

My No.: CI/650

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective agreement entered into between The Asbestos Cement Industries Limited, No. 175, Sri Sumanatissa Mawatha, Colombo 12 of the one part and the Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10 of the other part on 17th February 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956)

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th March, 2010.

Collective Agreement No. 23 of 2010

Agreement Between Asbestos Cement Industries Limited

AND

Sri Lanka Nidahas Sevaka Sangamaya

This Agreement entered into at Colombo on this Seventeenth day of February Two Thousand and Ten, pursuant to the Industrial Disputes Act between The Asbestos Cement Industries Limited (hereinafter referred to as "The Employer") having its registered Office at No. 175, Sri Sumanatissa Mawatha, Colombo 12 and its factory at Katukurunduwatta Road, Off Templers Road, Ratmalana and Sri Lanka Nidahas Sevaka Sangamaya having its registered office at 301, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as "The Union") is as follows:

1. **Employer Covered and Bound.**– This Agreement shall bind Messrs. Asbestos Cement Industries Limited, Limited Liability Company incorporated in Sri Lanka and having its registered Office at 175, Sri Sumanatissa Mawatha, Colombo 12 as Employer.

2. **Employees covered and Bound.**–This Agreement shall cover and bind Members of the Union who are employed as permanent employees in a manual or labouring capacity by the Company but will not be applicable to employees employed in such capacities as who are on probation or are employed by the day or by the job.

3. **Earlier Agreements**

(a) Whereas the Employer and commercial and Industrial Workers' Union have entered into an Agreement on 27th August 1993 in the presence of the Commissioner of Labour.

(b) And whereas the employer and Sri Lanka Nidahas Sevaka Sangamaya have entered into an Agreement on 9th January 1998 and published in the Extra Ordinary Gazette of the Democratic Socialist Republic of Sri Lanka No. 1032/7 of 16.06.1998.

2. The provisions of this Agreement shall supersede and replace the provisions of earlier Agreements referred to in Para 3 (1) above except the Agreement referred to in Para 3 (1) (a).

4. **Date of Operation and Duration of Agreement.**– This Agreement shall be effective as from the first day of December Two Thousand and nine shall thereafter continue in force unless it is determined by either party giving six month's notice in writing to the other, provided expressly that one party hereto shall not give such notice to the other party before the First day of June, Two Thousand and Twelve and such notice shall not expire before the 30th day of November, Two Thousand and Twelve.

(a) That in the event of a reduction in the par value of the Sri Lanka Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other after having discussion with the party concerned 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 writtorn or oral, which was subsisting on the date hereof or which shall come into bring at any time after the date hereof during the continuance in force of this Agreement.

(a) **Standing Orders.**–

On any matter not expressly provided for in this Agreement, the Worker shall be bound by the Standing orders and rules of the Company in force from time to time and such standing orders and rules shall be deemed to form part and parcel of the Contracts of employment of each worker.

6. **Probation.**– Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) 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 extended 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 service 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 the Employee has not been confirmed by the Employer the Employee shall be deemed to be confirmed in his Employer's service with effect from the day on which the period of probation or extended probation as the case may be ended.

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 throughout 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 the capacity and skill in any other occupation at any other work site of the Employer where work is available.

(3) Irregular attendance or un-punctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

(4) The Employer shall be entitled to take disciplinary action including termination of employment in respect of habitual absenteeism of an Employee.

8. Hours of Work.– There shall be four shifts of work in the factory and the hours of work of such shifts shall be those hours presently worked on each of these four shifts :

The first three shall be on a rotation basis effected weekly and the Employees of these shifts shall be required to work on any of these shifts according to the exigencies of the Employer's requirements. The Employer may change the hours of work at its discretion, by prior notice.

9. Forfeiture of Wages.– Unless for good cause shown to the satisfaction of the Employer 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 by the Employer an Employee shall work reasonable overtime, which has been authorized by the Employer. Refusal to work reasonable 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 1/2) times the normal hourly rate ascertained in accordance with the provisions of 18 (a) hereof.

The Union proposed that the rate of overtime payment to be arrived at by dividing the wages by 200 and at the request of the Union this matter has been referred to the Commissioner of Labour for a ruling.

11. Weekly Holidays.– (1) In respect of each week every Employee shall be allowed a holiday on the Sunday 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 18 (b) hereof.

(2) The Employer may employ any Employee on a 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 a 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 18 (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 18 (b) hereof in lieu of such alternate holiday, or

(b) In case that 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) That in respect of work done on such weekly holiday the Employee shall be paid as remuneration -

(a) One and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 18(a) hereof for the No. of hours worked during the first eight (8) hours; and

(b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 18(a) hereof for each subsequent hour of work.

(3) 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.

(4) Saturday shall be a Half working day (working time - 5 hours) each week.

(5) In computing the period of 28 hours, every day on which an Employee is on no pay shall not be reckoned for the purpose of computing the said 28 hours.

(6) An Employee must work for 28 hours in a week to be entitled for the weekly holiday and in computing the period of 28 hours the Employer shall include:

(a) every holiday allowed and approved by the Employer to the Employee as annual holiday, casual leave and sick leave and

(b) every Public Holiday granted by the Employer in terms of Clause 13 of the Collective Agreement.

12. **Annual Holidays.**— Annual holidays shall be allowed to an Employee in accordance with the decisions of the 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 wages Board for the Engineering Trade. Provided however that an Employee may be employed on 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 11 hereof.

(3) If any Public Holiday to which an Employee is eligible under the provisions of sub-clause (1) falls on a Saturday, the No. of hours constituting the normal working day on the day immediately preceding such Public Holiday shall be five (5) 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 utilized, 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 time save and except upon the ground of ill health. Provided further that any worker 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 the reason for the application. Where an 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 within 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' probation.

16. **Monthly consolidated wages.**– 1. Subject to the provisions of Clause 17 hereof, as from the First Day of December Two thousand and Nine each Employee shall be paid upon and subject to the other terms and conditions herein contained a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Second Schedule hereto.

2. The scales of consolidated wages set out in the Second Schedule hereto include:

- (a) The Allowance of Twenty Five (25) per cent upto a maximum of Fifty Rupees (Rs. 50) per month payable in terms of the Budgetary Relief Allowance of Workers' Law (No. 1) of 1978 and the Allowance of Fifty Five Rupees (Rs. 55) per month payable in terms of the Supplementary Allowance of Workers' Act No. 65 of 1979.
- (b) A sum of Rupees One Hundred and Fifty (Rs. 150).
- (c) A sum of Rupees Four Hundred (Rs. 400) in terms of the *Extra Ordinary Gazette* No. 1143/9 of 31.07.2000.

3. This Agreement shall not have the effect of changing the incremental date of an Employee.

4. (a) At the expiry of the twelve month period commencing from the First day of November Two Thousand and Nine the scales of consolidated wages set out in the Second Schedule hereto shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by sixty seven (67), and the salary payable to each Employee under this Agreement shall accordingly be increased by a like amount as from the First day of November Two Thousand and Ten.

At the expiry of each twelve month period commencing from the First day of November Two Thousand and Ten the scales of consolidated wages revised in the manner prescribed above shall be revised in the like manner as from the First day of November of the succeeding year by addition to and consolidation with the wage at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period, multiplied by sixty seven (67) and the salary of each Employee as from the First day of November of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

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 Employer 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.

17. **Conversion to scales of Monthly consolidated wages.**– (1) For the purpose of ascertaining the wages which an Employee shall receive with effect from 1st December 2009 on the basis of the scales of consolidated wages set out in the Second Schedule hereto, the following provisions, subject to the provisions of Clause (16) hereof, shall apply.

(2) The wages for the month of November 2009 have been consolidated at 170 points of the Colombo Consumer Price Index. An employee who is covered and bound by this Agreement and has also in employment as at the effective date of Agreement will receive an immediate increase of 20% of the wages for the month of November 2009, from the effective date.

The employee will receive an additional wage increase of Rs. 975 for the Financial Year 2010 / 2011 and another Rs. 1,000 for the Financial Year 2011 / 2012 effective from 1st April each year.

(3) Each Employee will then be placed on the exact point of the wage scale applicable to him in the Second Schedule hereto or on the next higher stage if there is no corresponding wage point on the wage scale in the Second Schedule hereto.

(4) When an employee reaches the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increase, such employee will be placed on the appropriate step beyond the maximum scale.

(5) The consolidated wages set out in the second schedule hereto will not be applicable to the Permanent employee who will be employed after this date of Agreement and such employee will be paid a monthly wage as follows:

<i>Monthly Wage</i>		<i>Annual Increment</i>
Skilled	Rs. 11,673	210
Semi Skilled	Rs. 11,608	150
UnSkilled	Rs. 11,601	125

18. **Wages for Periods less than one Month.**— For the purpose of this Agreement the wages of any employee for periods less than one month shall be computed in the manner following.—

- (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 above divide by two (2);
(either morning or afternoon)
- (d) for one week a day's wage ascertained as above multiplied by seven (7);

19. **Non-Recurring cost of Living Gratuity.**— (1) As the scales of consolidated wages set out in the Second Schedule hereto have been fixed on the basis of the Colombo Consumers' Price Index being 170 an employee shall subject to the provisions of the succeeding sub-clause be entitled to receive and the employer shall be liable to pay a non-recurring cost of living gratuity to the employee in each year in respect of the preceding twelve (12) months (01 st November to 31st October hereinafter referred to as the "qualifying period") commencing from the first day of November Two Thousand and Nine ascertained in accordance with the under noted formula.

The formula : If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 170 a sum computed at Rupees Sixty Seven (Rs. 67/-) for each complete point (i.e. 1.0) by which such average exceeds 170 respect of each month of service during the qualifying period.

(2) When at the expiry of each twelve month period commencing on the first day of November Two Thousand and Nine the scales of consolidated wages have been revised in manner set out in clause 16 (4) hereof, the base index figure in the formula for the purpose of calculating the non-recurring cost of living gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve month period as specified in clause 16 (4) hereof.

(3) The non-recurring cost of living gratuity shall be payable by the employer to an employee who is eligible to receive the same by virtue of his service under the employer during a part of the qualifying year by reason of the fact that he is not in the employer's service when the non-recurring cost of living gratuity becomes due in November of any year or he joined that employer's service during the course of the qualifying year.

(4) The non-recurring cost of living gratuity shall not be payable to an employee in respect of any period for which he receives no wages for whatever reason.

(5) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on the non-recurring, cost of living gratuity.

20. **Provident Fund.**— (1) 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 Employees' Trust Fund Act, No. 46 of 1980, where the employer and employee as at the date hereof were contributing to a Provident Fund at rates more favourable than those prescribed by the employees' Provident Fund Act, the more favourable rates of contribution will continue.

21. **Terminal Benefits.** – (1) 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 December Two Thousand and Nine so long as this Agreement continues in force.

(3) the basis of the payment of Terminal Benefits shall be as follows:

- | | |
|--|--|
| (a) Employees with service not exceeding five years. | Nil |
| (b) Employees with service exceeding five years but not exceeding twenty years. | Half month's Terminal Wages for each completed Year of service. |
| (c) Employees with service exceeding twenty years but not exceeding twenty five years. | For the 1st 20 years service 1/2 month's Terminal wages for each completed year of service and 3/4th month's wages for each completed year of service for the period exceeding 20 years. |
| (d) Employees with service exceeding Twenty five years. | <p>(i) 1/2 month's Terminal wages for each completed year of service for the 1st 20 years service.</p> <p>(ii) 3/4 month's Terminal wages for each completed year of service for the period exceeding 20 years but not exceeding 25 years.</p> <p>(iii) 1 month's Terminal wages for each completed year of service for the period exceeding 25 years.</p> |

(4) If an employee dies due to natural or accidental death whilst in service, the Terminal Benefits payable to him will be increased by 25%.

(5) The wage on which the said Terminal Benefits shall be payable will be the last consolidated monthly wage receivable by an employee.

(6) Part of the period of Half year shall be reckoned as half year in computing the service of an employee.

(7) For the purpose of calculating Terminal Benefits under this Clause an year of service shall be a period of not less than six months.

(8) The Terminal Benefits provided for in this Clause shall be payable to an employee on the cessation of his service arising from death or any other cause whatsoever. Provided however that if at the date of cessation of an employee's service there is due to the employer from the employee any sum on account of fraud, misappropriation, any outstanding loan or liability or any other account and the same cannot be recovered from the amount in the employee's credit in the Provident Fund the same shall be recovered from the Terminal Benefits provided for herein.

(9) 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 hereinafter 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) Where there is no valid nomination or in the event of the nominee or any one or more of the nominees having pre deceased the employee, or in the event of a 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.

(10) in the event of any written law providing for the payment of gratuity or Terminal Benefits the more favourable scheme shall apply but not both.

(11) No employee shall be entitled to any Gratuity or Terminal Benefits in addition to the Terminal Benefits provided for in this Clause or by any written law as the case may be.

22. **Bonus.**– The present scheme of the Payment of Annual Bonus to employees which is an ex-gratia payment shall continue to be in force as enumerated below:

- (A) A SERVICE BONUS in a sum equivalent to 1 1/2 month's wage will be payable to each employee eligible for such payment according to the present scheme and practice relating to such payment which shall be in two instalments payable in April and December and the amount would be equivalent to 1/2 month's wages of April and 01 month wages of December respectively.
- (B) A PROFIT AND ATTENDANCE BONUS in a sum equivalent to 20% of the consolidated wages earned by such employee during the Financial Year shall be payable in respect of each Financial Year.
- (1) The Payment of the said quantum of 1 1/2 month's SERVICE BONUS and the payment of the said quantum of PROFIT AND ATTENDANCE BONUS shall be conditional on the Employer Company declaring a dividend of 12% or more for the Financial Year in respect of which the said Bonuses are payable.
- (2) In the event of the dividend declared being less than 12% then the said Bonuses shall be paid on a pro-rata basis.
- (C) A SPECIAL BONUS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July provided that the dividend declared to the shareholders in respect of such Financial Year is between 25% and 35%.
- (D) A SPECIAL BOUNS in a sum equivalent to 8% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July provided that the shareholders of the Company are issued any Bonus shares in respect of that Financial Year.
- (E) In the event of one of the SPECIAL BONUSSES set out in sub-clauses (C) or (D) above is not payable, then the other of the SPECIAL BONUS shall be increased from 8% to 14% of the total consolidated wages earned by an employee during the relevant Financial year.
- (F) If the dividend declared under Clause (C) exceeds 35% then the 8% SPECIAL BONUS shall be increased to 16% of the total consolidated wages earned by an employee during the preceding 12 months ie. August to July however, the SPECIAL BONUS shall be a maximum of 16%.
- (G) An Attendance Incentive Bonus in a sum equivalent to 1/2 month's wages of December will be payable in January to an employee who did not exceed his leave entitlement in the preceding year (January to December).
- (H) An Attendance Incentive Bonus in a sum equivalent to 1/2 month's wages of December will be payable in January to an employee who did not utilize his Casual and Sick Leave in the preceding year (January to December) in addition to the encashment of such leave.
- (i) Consolidated wages for purposes of Bonus payment shall mean the consolidated wages as set out in the second schedule of the Collective Agreement. An employee who is in the employment of the Company at least one month before the dates of bonus and ex-gratia payments is entitled to receive such payments.

23. **Annual Increments.**– (1) The Employer shall be entitled to defer, stop or suspend the Annual Increment which is granted in April of an employee for irregular attendance or unpunctuality without the necessity of an inquiry in the following instances:

- (a) An employee with over 5 years of service exceeding his leave entitlement by 15 days during the previous Calendar year.

- (b) An employee with over 3 years of service but less than 5 years of service exceeding his normal leave entitlement by 10 days during the previous calendar year.
- (c) An employee with over 1 year of service but less than 3 years of service exceeding his normal leave entitlement by 5 days during the previous calendar year.
- (d) An employee with over 6 months of service after confirmation not less than 1 year of service exceeding his normal leave entitlement by 3 days during the previous calendar year.

(2) The employer shall be entitled to defer, stop or suspend the Annual Increment of an employee as a matter of punishment for general inefficiency or for any act of misconduct, after the employee concerned has been served with a show cause letter and has been found guilty after due inquiry.

(3) The employer may grant increments to those employees who have reached the maximum scale in the consolidated wages set out in the second schedule hereto due to the special wage increases given in time to time notwithstanding the fact that he has already reached the maximum scale.

(4) The employer may at its sole discretion grant increments to those employees who have reached the maximum subject to para (3) above.

24. **Warnings.**– 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. In the alternative, the employer may send the letter of warning to the employee concerned by Registered Post.

25. **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 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 twenty four (24) hours hereof the employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 26 hereof.

26. **Disciplinary Action.**– Where the employer proposes to proceed against an 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 than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.

(2) Within three (3) clear working days after the date show cause notice, the employee shall furnish in writing to the employer the answer or explanation to the 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 to the employer, the employer shall grant such request 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 entitlements due for the period of such suspension.

(4) If the employer is not satisfied with the written answer 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 finding 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 entitlements 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, 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 and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges referred against the employee the matter had been previously referred to the Police or 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 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 and to his full remuneration for the period of suspension in excess of thirty (30) days upto 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 employees own seeking or for reasons beyond control of the employer or it is agreed between the employer and the Union that in the circumstances of the case the period 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-clause (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.

27. **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, at the discretion of the employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

28. **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 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 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 previous notice be given by either party to the other of his intention to determine the same and 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.

29. **Union Recognition.**– The Union shall be competent to make representations on behalf of its members who are employed in any work place of the employer. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the work place or the trade as a whole the following provisions shall apply –

- (1) When the Union is representative of not less than forty percentum (40%) of the employees whose membership subscription is not in arrears the employer will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percentum (40%) of such employees the employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions competent to make general demands by virtue of the requisite membership and not separately with each such Union.

- (2) When the employer carries on more than one type of business or has more than one work place and the claim or matter is restricted to one type of business or one work place but is applicable or capable of being applicable to other employees in the service of the employer the competence of the Union to make such claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of employees in the service of the employer in Sri Lanka.
- (3) If it becomes necessary to decide the question whether at the establishment of the employer the Union is competent to make general claims or raise general matters the same shall be determined by a referendum which shall be held by Department of Labour and the result of such referendum shall be binding on the employer and that Union and the parties hereto.

30. **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, 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 negotiations 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.

PART II

CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Breaches of Collective Agreement.** - If in the opinion of the employer the Union commits a breach of any of the terms of this Collective Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the employer in the succeeding clauses of this Part and the same shall stand withdrawn without prejudice to the employer's right to restore such facilities and concessions upon such terms and conditions as the employer may decide.

2. **Domestic Inquiries.** - If an employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the employer pursuant to such show cause notice -

- (a) The employer will, subject as hereinafter provided, allow a member of such Union (hereinafter referred to as "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 at least forty eight (48) hours 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 there from 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 there at, nor the findings pursuant thereto.
- (f) The word Observer in this Clause shall mean an employee of the employer who is a member of the Branch Union.

3. **Union Meetings.** - The following provisions shall apply to meetings of the Union -

- (a) In respect of each meeting which the Union desires to hold at the employer's premises, an application for permission shall be previously made to the employer.

- (b) If the employer decides to grant permission, the employer shall be entitled to impose, inter alia, one or more of the under noted conditions–
- (i) That no person other than an employee in the service of the employer shall be present at a meeting of the Union;
 - (ii) On occasions such as the Annual General Meeting of the Union, the Office Bearers of the parent Union may, with the previous approval of the employer, attend;
 - (iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of such Union is granted, are duly complied with.
- (d) It shall be the duty of the Union and its Office Bearers to ensure that no damage is caused in the course of, or in connection with, a meeting of the union to the Employer's property or any other persons at the Employer's premises and the Union shall indemnify the employer and keep the employer indemnified against any such damage.

4. **Duty Leave.**– (1) following provisions shall apply to duty leave–

Without prejudice to the right of the employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal, the employer will generally grant permission for not less than two Office Bearers of the Union–

- (a) To be present at conferences held under the aegis of the Employer or the Department of Labour in connection with a dispute between the Union and the Employer,
- or
- (b) to attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals.
- without loss of wages for such absence.

2. The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

5. **Check Off.**– (1) In this clause "Employer" shall mean the Employer bound by this Collective Agreement in whose establishment the membership of the Union is not less than forty percent (40%) of the Employees covered and bound by this Collective Agreement.

2. The Employer shall, on the written request of an Employee, deduct from the wages due to such Employee the current monthly Union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

3. Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization" as set out in the Second Schedule hereto.

4. Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Second Schedule hereto.

5. As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by revocation.

6. As far as practicable deduction under an authorization shall cease from the date of receipt of a revocation cancelling such authorization. Provided however–

- (a) That, the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub-clause (5) or (6):

- (b) that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the employee's wages in that month exceed the deductions permitted by law.

7. The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".

8. The cheque shall be sent at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasurer of the union at its address for the time being.

(9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.

(10) Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

6. **Trade Union Action.**— The Union shall undertake to respect the terms of the Agreement and not to seek to alter such terms other than by negotiation. No. strike or other form of Trade Union action could be undertaken.

If the executive committee of the Union is of opinion that certain actions of the employer are vindictive or detrimental to the interests of the Union, It reserves the right to engage in strike or other form of Trade Union action. In such an event seven days notice of intended action be given in writing to the employer and the commissioner of Labour.

7. **Recoveries due on the cessation of employment.**— The employer shall be entitled to recover any outstanding loan or liability from the employee or the outstanding amount guaranteed by him at the time of another employee taking loan by a set off against any payment such as terminal wages, terminal benefits, other than the amount payable in terms of the payment of Gratuity Act, refund of Thrift fund, encashment of unutilized leave etc., due to such employee at the time of cessation of employment.

8. **Grievance procedure.**—

- (a) Any Worker is free to make representations to the Management in respect of an individual grievance, dispute or other matter and the procedure for settling the same is as follows:
- (1) In the first instance, the matter shall be discussed with the Plant Assistant or Sectional Head as the case may be.
 - (2) If the matter is not settled by the Plant Assistant or Sectional Head, the Worker may then together with a Branch Union Committee Member discuss the matter with the Personnel Superintendent.
 - (3) In the event of the matter not being satisfactorily settled at Stage (ii) the employee may together with a Branch Union representative discuss the matter with the Personnel Manager.
- (b) The Branch Union is free to make representations to the Employer in respect of any grievance or other matter affecting the Workers concerned and bound by this agreement generally and the procedure for settling the same shall be as follows:
- (i) The Branch Union shall submit the matter in writing to the Personnel Manager for settlement.
 - (ii) In the event of the matter not being satisfactorily settled at Stage (i) above, the Branch Union may make an appeal to the Director or Managing Director.
 - (c) In the event of the matter not being satisfactorily settled at Stage (b) above the Branch Union may take up the matter with the Parent Union and it will be settled at the Management and Parent Union meeting.
 - (d) In the event of the matter has not being satisfactorily settled at Stage (c) the Branch Union may with the Parent Union make an appeal to the Board of Directors of the Company.
 - (e) In the event of the matter has not being satisfactorily settled at Stage (d) the Parent Union may on behalf of the Branch Union make an appeal to the Commissioner of Labour.

FORM No. 1

Name of Employer:

AUTHORISATION

As I am an Employee covered and bound by the Collective Agreement effecting Employees employed in a manual or labouring capacity in the Trade and bearing No. of 20..... and I desire to avail myself of the facility for check off contained in the Collective Agreement to a which I am eligible as a member of the Union, please deduct from my wages each month a sum of Rupees (Rs.) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

.....
(Full name of Employee)

RECEIVED ON.....
(To be filled by Employer)

FORM No. 2

Name of Employer:

REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of Union with effect from the wages next due to me immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

.....
(Full name of Employee)

RECEIVED ON.....
(To be filled by Employer)

SCALES OF MONTHLY WAGES CONSOLIDATED AT THE COST OF LIVING INDEX FIGURES AT 170 PAYABLE TO PERMANENT WORKERS WHO ARE IN EMPLOYMENT AS AT 01ST DECEMBER 2009.

Stage	Unskilled		Semiskilled		Skilled	
1	13976		14008		14193	
2	14101		14158		14403	
3	14226		14308		14613	
4	14351		14458		14823	
5	14476		14608		15033	
6	14601		14758		15243	
7	14726		14908		15453	
8	14851		15058		15663	
9	14976		15208		15873	
10	15101	34	15358	34	16083	34
11	15226	x	15508	x	16293	x
12	15351	Rs. 125/-	15658	Rs. 150/-	16503	Rs. 210/-
13	15476		15808		16713	
14	15601		15958		16923	
15	15726		16108		17133	
16	15851		16258		17343	

2

17	15976	16408	17553
18	16101	16558	17763
19	16226	16708	17973
20	16351	16858	18183
21	16476	17008	18393
22	16601	17158	18603
23	16726	17308	18813
24	16851	17458	19023
25	16976	17608	19233
26	17101	17758	19443
27	17226	17908	19653
28	17351	18058	19863
29	17476	18208	20073
30	17601	18358	20283
31	17726	18508	20493
32	17851	18658	20703
33	17976	18808	20913
34	18101	18958	21123
35	18226	19108	21333
Starting Salary	11601	11608	11673
Minimum increase	2375	2400	2520
	13976	14008	14193

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

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 -

<i>Words</i>	<i>Meanings</i>
Branch Union	The Branch Union of a Union or Unions covered and bound by this Collective Agreement.
Check Off	The act of the Employer deducting, at the request of the Union, subscription payable to the Union by an Employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employee (for convenience sometimes referred to as "he" or its grammatical variations)	An Employee covered and bound by this Agreement.
Employer (for convenience sometimes referred to as "he" or its grammatical variations)	Subject to the provisions of Clause 5 of Part II hereof the Employer 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.
Union or Unions	A Union or the Unions covered and bound by this Collective Agreement.
Wage	The monthly wage according to the scales of consolidated wages in the Second Schedule hereto.
Week	The period between midnight on any Saturday night and midnight on the Succeeding Saturday night.
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include the feminine.


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

DATE OF OPERATION AND DURATION OF AGREEMENT

This Agreement shall be effective as from the 1st December, Two Thousand and Nine and shall thereafter continue in force unless it is determined by either party giving six month's notice in writing to the other, provided expressly that one party hereto shall not give such notice to the other party before the 30th of June, Two Thousand and Twelve and such notice shall not expire before the Thirtieth day of November, Two Thousand and Twelve.

IN WITNESS OF THE ABOVE AGREEMENT the following persons have signed this AGREEMENT on behalf of the parties hereto at Colombo, on this 17th day of February, 2010.

For and on Behalf of
SRI LANKA NIDAHAS SEVAKA


LESLIE DEVENDRA
GENERAL SECRETARY

 2010-02-17
H.K. SAMSON
PRESIDENT
BRANCH UNION.


N.L. WIJERATHNE
SECRETARY
BRANCH UNION


ORGANIZER 2010-2-17
BRANCH UNION

 2010-02-17
TREASURER
BRANCH UNION

Memorandum of settlement between Asbestos Cement Industries Limited and Sri Lanka Nidahas Sevaka Sangamaya

The monthly wages will be consolidated at 170 points of the Colombo Consumer Price Index.

The employees will be given a wage increase of 20% of the wages received as at 30th November 2009, commencing December 2009,

A wage increase of Rs. 975 will be given in April, 2010 and another increase of Rs. 1000 in April 2011

The annual increments for skilled grade will be Rs. 210 p.m. for semi skilled grade will be Rs. 150 p.m. and for unskilled grade will be Rs. 125 p.m.

Traveling allowance payable will be @ Rs. 90 per day and if an employee is physically employed the amount payable will be Rs. 100 per day.

Laundry allowance payable will be Rs. 240 per month.

Weekly attendance incentive payable will be Rs. 250 and 40% will be reduced for one day or half day absence.

Monthly attendance incentive payable will be Rs. 1250 for a 4 week month and Rs. 1350 for a 5 week month.

Night shift allowance payable will be Rs. 125 per night.

Special attendance incentive for day shift employees will be Rs. 350 per week and Rs. 50 will be reduced for one day or half day absence.

Special attendance incentive for night shift employees will be Rs. 700 per week and Rs. 100 will be reduced for one day or half day absence.

Night shift incentive monthly payment will be Rs. 200 p.m. and Rs. 100 will be reduced for one day or half day absence.

Special Night Shift incentive for 5 nights will be Rs. 330 per week.

Meal allowance payable will be Rs. 75 per day of which Rs. 65 is payable to the canteen caterer.

The housing loan payable will be Rs. 60,000 subject to the same conditions as at now.

The Motor cycle loan payable will be Rs. 50,000 subject to the same conditions as at now.

The wedding gift payable to a first daughter's marriage will be Rs. 8,000 and for the second daughter 25% of this amount. *i.e.* Rs. 2000.

The financial assistance provided for entering a university will be Rs. 5,000.

During the duration of this collective agreement a sum of Rs. 15,000 will be allocated for purchase of books to the workmen's library.

In addition to the present gift of one month's wages provided to an employee for completion of 25 years of service one additional annual increment will be given.

The other concessions, privileges and /or benefits available to the employees during the period of the current collective agreement.

Shift change increased to 4 per annum with one additional in case of emergency subject to consideration by the management.

The grace period for late coming per month will remain at 20 minutes and the first ten minutes will be allowed to be split into two 5 minutes duration but the second 10 minutes has to be taken as a whole.

The span of two hours short leave per month will remain as it is but permission will be granted for 1/2 an hour of the following month's short leave to be taken in advance only once in 6 months, *i.e.* twice a year with the first occasion being for the period January/June and the second occasion from July / December.

All distress loans are payable subject to the availability of service gratuity, and the management reserves the right to amend the conditions according to the merits of each case.

The medical reimbursement will be one month's wages per annum. The basic wage receivable as at January of every year will be taken as the quantum of payment.

Annual medical check ups will be carried out on company expense wherein tests for blood sugar and cholesterol also will be performed.

Special Sickness Benefits provided as at now will remain the same.

Two exhaust fans will be installed to the workmen's reading room.

Children of employees in the age range of 3-6 years to be provided with a school bag within a reasonable amount annually.

The company will contribute a carton of 2 1/2kg of biscuits towards the death of an "A" nominee.

The duty leave granted for attending a funeral of "A" nominee will remain at 32 hours but two office bearers will be permitted instead of the present practice of one office bearer.

Telephone information facility provided increased to 4 times a year. i.e. 01 per quarter.

Company payments for employees will be made the following day morning or during the next day night shift only.

A pair of canvass shoes as part of the uniform will be provided by the company during the months of April and August.

Transport facility to the residence of employees who have met with accident while on duty will be considered on the merits of each case.

General grading of all the workmen will be done in April of each year as per hitherto adhered process.

A umbrella will be provided as a gift at the time of signing te collective agreement.

On be half of Union

Lesh Devendra

General Secretary

Ranjith Hettiarachchi

Secretary

My No.: CI/1496

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between the Shell Gas Lanka Limited, No. 498, R. A. De Mel Mawatha, Colombo 03 of the one part and Inter Company Employees' Union, No. 158/18, E. D. Dhabare Mawatha, Colombo 05 of the other part on 30th December 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th March, 2010.

Collective Agreement No. 25 of 2010


COLLECTIVE AGREEMENT BETWEEN SHELL GAS LANKA LIMITED AND INTER COMPANY EMPLOYEES UNION (SHELL GAS LANKA LIMITED BRANCH)


This Agreement made this 30th day of December Two Thousand and Nine, between Shell Gas Lanka Limited, having its registered office at 498, R. A. De Mel Mawatha, Colombo 03 (hereinafter referred to as "the Employer") of the ONE PART and the Inter Company Employees' Union (ICEU), Shell Gas Lanka Limited Branch, a trade union duly registered under the provision of the Trade Union Ordinance and having its registered office at 158/18, E. D. Dhabare Mawatha, Colombo 05 (hereinafter referred to as "the Union") of the OTHER PART witnesseth and it is hereby agreed between the parties as follows:


1. **Date of Operation and Duration.** - This Agreement shall be effective as from the First Day of December Two Thousand and Nine and shall thereafter continue in force until the 31st Day of December Two Thousand and Twelve.

2. **Terms and Conditions of the Agreement.** - The Terms and Conditions of this Agreement are as per Annex I (attached).

On behalf of the employees:


Janaka Adikari
General Secretary
Inter Company Employees'
Union.


1. Sanath Ediriweera
Human Resources Director,
Shell Gas Lanka Limited


2. Desmond J. Diaz
Industrial Relations & Admin
Manager
Shell Gas Lanka Limited

SALARIES AND BENEFITS OF SHELL GAS LANKA LIMITED (SGLL) EMPLOYEES

As per the Collective Agreement with the Inter Company Employees Union (Shell Gas Lanka Limited Branch) with effect from 01st December 2009 to 31st December 2012.

BENEFIT/ALLOWANCE	DESCRIPTION										
1. Basic Salary (BS)	All employees are given a Basic Salary (as per applicable Salary Scales).										
2. Cost of Living (COL)	<p>The cost of living allowance will be paid as now, computed on the 2002 base year. (CCPI (N))</p> <p>If however the Government passes legislation to require payment using new values for the base year 2002 or according to any other computation, the Company shall abide by this legislation if applicable.</p>										
3. Salary Revisions	<p>The salary revisions during the period will be as follows:</p> <table> <tr> <th>Year</th><th>Amount</th></tr> <tr> <td>2009 1st Dec'</td><td>Rs. 2,250.00</td></tr> <tr> <td>2010 1st Jan - 2010 30th Nov'</td><td>Rs. 100.00</td></tr> <tr> <td>2010 1st Dec - 2011 30th Nov'</td><td>Rs. 2,000.00</td></tr> <tr> <td>2011 1st Dec - 2012 31st Dec'</td><td>Rs. 2,150.00</td></tr> </table>	Year	Amount	2009 1st Dec'	Rs. 2,250.00	2010 1st Jan - 2010 30th Nov'	Rs. 100.00	2010 1st Dec - 2011 30th Nov'	Rs. 2,000.00	2011 1st Dec - 2012 31st Dec'	Rs. 2,150.00
Year	Amount										
2009 1st Dec'	Rs. 2,250.00										
2010 1st Jan - 2010 30th Nov'	Rs. 100.00										
2010 1st Dec - 2011 30th Nov'	Rs. 2,000.00										
2011 1st Dec - 2012 31st Dec'	Rs. 2,150.00										
4. E.P.F. Salary	<p>Basic Salary + Cost of Living + Meal Allowance = E.P.F. Salary</p> <p>The above monthly salary is taken for calculations of Overtime and contributions to E.P.F. and E.T.F. accounts</p>										
5. Overtime	Overtime Hourly Rate = E.P.F. Salary x 0.0075										
6. Employees Provident Fund Contribution (15% of E.P.F. Salary)	<p>15 x (Basic Salary + Cost of Living + Meal Allowance) 100</p> <p>The employer deposits the above monies in the E.P.F. accounts of all employees. In addition, each employee contributes 10% of their E.P.F. Salary to individual E.P.F. accounts.</p>										
7. Employees Trust Fund Contribution (3% of E.P.F. Salary)	<p>03 x (Basic Salary + Cost of Living + Meal Allowance) 100</p> <p>The employer deposits the above monies in the E.T.F. accounts of all employees.</p> <p>The employer deposits the above monies in the E.T.F. accounts of all employees.</p>										
8. Attendance Allowance	The value is increased to Rs. 2,500 from the current value of Rs. 600. Payment under approved leave is increased from Rs. 150 to Rs. 625. Existing rules will govern this payment.										
9. Shift Allowance	<p>This is applicable only to Shift Workers such as Plant Operators (for all shifts worked). Shift Allowance is paid as follows:</p> <table> <tr> <th>Shift</th><th>Allowance</th></tr> <tr> <td>Day Shift</td><td>Rs. 15.00</td></tr> <tr> <td>Evening Shift</td><td>Rs. 30.00</td></tr> <tr> <td>Night Shift</td><td>Rs. 45.00</td></tr> </table>	Shift	Allowance	Day Shift	Rs. 15.00	Evening Shift	Rs. 30.00	Night Shift	Rs. 45.00		
Shift	Allowance										
Day Shift	Rs. 15.00										
Evening Shift	Rs. 30.00										
Night Shift	Rs. 45.00										

10. Meal Allowance

<i>Location</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>
Head Office	Rs. 60.00	Rs. 70.00	Rs. 80.00
Kerawalapitiya	Rs. 30.00	Rs. 33.00	Rs. 36.00
Mabima	Rs. 30.00	Rs. 33.00	Rs. 36.00

Meal allowance for the month of December 2009 will be the same as for 2010'

The Meal allowance is paid only for days worked and may be deducted for late attendance or Batta.

11. Travelling Allowance

The Traveling Allowance is paid as follows (for all days worked):

<i>Location</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>
Head Office	Rs. 55.00	Rs. 60.00	Rs. 70.00
Kerawalapitiya	Rs. 55.00	Rs. 60.00	Rs. 70.00
Mabima	Rs. 55.00	Rs. 60.00	Rs. 70.00

Travelling Allowance will be deducted if punctuality is not maintained or if claiming Batta (Please refer to the Human Resources Policies and Procedures Manual for further details).

12. Company Product Subsidy

A subsidy of Rs. 1000.00 per month is paid to all employees for LPG usage at Home.

13. Risk Allowance

A Risk Allowance of Rs. 200.00 per occasion is paid to Cashiers and Acting Cashiers for transporting cash.

14. Stock Taking Allowance

Employees participating in the annual Stock Taking exercise are provided a lunch allowance of Rs. 50 per day as well as Stock Taking Allowance as follows:

<i>Salary Scale</i>	<i>Allowance</i>
C (Labour Grade)	Rs. 112.50
B (Clerical/Supervisory Grade)	Rs. 187.50

If above tasks are done on approved holidays, Overtime is also paid.

15. Subsistence for Official Travel (Batta)

For official travel over 15 miles from the usual place of work, employees will be given Subsistence and Lodging Allowances (Batta) of Rs. 350.00 per day. Employees must also be away from their workplace for over 12 hours to qualify for the full allowance mentioned above. If the period of stay is less than 12 hours but more than 6 hours, the applicable amount will be half of the allowance (Please refer to the Human Resources Policies and Procedures Manual for further details.)

16. Mid-Year Bonus

A Mid-Year Bonus equal to one month's E.P.F. Salary of qualifying employees is paid during the month of July every year.

17. Year End Bonus

An Annual Year End Bonus is paid to each employee at the end of the year (December). This replaces the present Annual Performance Based Bonus. Year End Bonus Rs. 35,000.00

18. Special Productivity Bonus for Mabima Filling Plant

A special productivity bonus upto Rs. 7,000 a month will be paid during the period 2010 to 2012 (both years included) to staff on the Mabima roster. This bonus is linked to average overtime for the month and line speed per shift. Computation of the bonus is given in Annex 2.

19. Personal Income Tax

Personal Income Tax will be borne by the employee. The Company will pay as a fixed allowance to individual employees the average 'Payee' tax borne by Company in the first 11 months of year 2009 in each case.

MEDICAL CLAIMS AND FACILITIES

- | | |
|---|---|
| 20. Allowance for Treatment at Private Hospitals | The Company will reimburse upto Rs. 50,000.00 if an employee or a registered member of his/her family is warded at a private hospital. This allowance is paid once in two years. |
| 21. Allowance for Day-to-Day Medical Expenses | An employee can claim upto Rs. 5,000.00 per annum for Day-to-Day Medical Expenses. This allowance is available for employees and registered members of his/her family. Any unutilised amount will be given to employees at the end of the year. |
| 22. Consultation Fees | The Company will reimburse Specialist Consultation Fees upto Rs. 6,000.00 per annum for employees and registered members of their families (Specialist Fees on being referred to by an approved Medical Practitioner). |
| 23. Spectacle Allowance | A Spectacle Allowance of Rs. 7,000.00 will be given to employees once in every 3 years. |
| 24. Optical and Dental Allowance | Cost reimbursement of Rs. 4,500.00 per annum is available for employees and registered members of their families for treatment of Eyes and Teeth. |
| 25. Spectacle Lens Allowance | Cost reimbursement of upto Rs. 3,500.00 per annum can be claimed by employees for changing Spectacle Lenses once in two years. Valid only for employees. |
| 26. Allowance for Treatment at Government Hospitals | (a) An allowance of Rs. 250/= per day upto Rs. 10,000 per annum can be claimed by employees and registered members of their families for being warded in a Non-paying Ward.
(b) While warded under (a) the cost of drugs and pharmaceuticals prescribed by a government hospital for outside purchase may be claimed under the allowance for treatment at Private Hospitals. |
| 27. Allowance for Medical Tests | Cost reimbursement of upto Rs. 6,000.00 per annum is available for employees and registered members of their families for Deep Ray Therapy, X-Ray, Radiology, Radium Treatment, Blood Tests, Pathology Tests, Physiotherapy etc. |
| 28. Medical Facilities | The services of a qualified Doctor is available for limited hours on designated days. Further, the Company has also obtained the services of a qualified Nurse on a full-time basis. |

PAYMENT OF GRATUITY

- | | |
|-----|---|
| 29. | The Gratuity Act applies to all employees who have five or more years of service. Gratuity will be calculated at the rate of one half of the final E.P.F. Salary for every year of service. |
| 30. | Employees who are dismissed or whose services were terminated on disciplinary grounds will be entitled to the full Gratuity. |

LOAN SCHEMES

- | | |
|-------------------|---|
| 31. Housing Loan | Up to 12 1/2 % of the interest will be paid by SGLL on Housing Loans obtained by qualifying employees from approved donor agencies/banks up to a maximum loan amount of Rs. 500,000/=. |
| 32. Distress Loan | A Distress Loan amounting to Rs. 200,000/= will be given to all permanent employees (irrespective of their current salary grade) at an interest rate of 7.2% per annum payable over a period of 48 months in equal instalments. |

- ## LEAVE SCHEMES

- | | |
|------------------------------|--|
| 35. Leave Types | <p>14 days Annual Leave, 07 days Casual Leave and 21 days Medical Leave may be availed by all qualifying employees. Employees excluding Shift Workers are also given 3 hours Short Leave per month.</p> <p>However, all leave (except Medical Leave) must be taken with prior approval.</p> <p>For employees who have worked 24 hours continuously, one day's Lieu Leave is granted. Also, for employees (Clerical and allied) who have worked over 6 hours on a Saturday, a 1/2 day's Lieu Leave is granted. qualifying employees who work on Sundays are entitled to one day's Lieu Leave.</p> |
| 36. 7 Days Annual Leave | Of the 14 days Annual Leave, 7 days may be taken together provided the employee gives prior notice of 21 days. An allowance of 25% of 7 days E.P.F. Salary is given to employees who take this leave. |
| 37. Unutilised Annual Leave | Unutilised Annual Leave can be encashed at the rate of a day's wage for each day. |
| 38. Unutilised Medical Leave | Unutilised Medical Leave can be encashed at the rate of one month's salary for 21 days and proportionate salary for days less than 21. |
| 39. Maternity Leave | Statutory entitlement is 84 working days for the birth of the first two children and 42 working days for the birth of subsequent children. Also, the female employee is granted a one-hour leave per day for breast-feeding until the child reaches one year in age. |
| 40. Short Leave | Short Leave is granted three times a month (01 hour/per occasion) or twice a month (1 1/2 hours/per occasion). Short Leave may be deducted for late attendance of employees. Short Leave must be availed with prior notice. |
| 41. Leave for Examinations | Duty Leave will be granted to employees appearing for examinations related to their fields of activity. |
| 42. Grace Period | A grace period of 15 minutes is granted to Clerical/Supervisory grades from 8.30 to 8.45 a.m. and for Minor Staff from 7.30 to 7.45 a.m. |

INSURANCE SCHEMES AND COMPENSATION

43. Group Life Insurance Each employee will be insured for Rs. 250,000 under a Group Life Insurance Policy. Defendants will receive Rs. 250,000 on the death of an employee.
44. Workmen's Compensation Act Workmen's Compensation Act applies

STAFF WELFARE AND OTHER PAYMENTS/BENEFITS AWARDS

45. Uniforms 03 sets of uniforms are given to each eligible employee annually along with sewing charges of Rs. 2,500. Three pairs of socks and a pair of shoes are also provided to eligible employees. Soap is also provided to qualifying staff.
46. First Day of the Year Payment Rs. 500 is paid to each employee on the first working day of the year together with a token gift.
47. Long Service Awards The following awards will be granted to employees who have completed the under-mentioned service periods:
- | <i>Service Period</i> | <i>Award</i> |
|-------------------------|--------------------|
| 10 years of service ... | 2 weeks EPF salary |
| 15 years of service ... | 3 weeks EPF salary |
| 20 years of service ... | 5 weeks EPF salary |
| 25 years of service ... | 7 weeks EPF salary |
| 30 years of service ... | 8 weeks EPF salary |
| 35 years of service ... | 9 weeks EPF salary |
48. Training for Employees' Children For children of employees who have completed 15 years of service, a training facility will be given for a period of 6 months together with a monthly payment of Rs. 2,000 (only two children will be accommodated per year)
49. Umbrellas An umbrella per year is issued to qualifying Field Officers.
50. Canteen Facilities Facilities are given to Canteen contractors to provide food and meals at prices less than the open market rates.
51. Funeral Expenses Upon the death of an employee, Rs. 10,000/= is paid for funeral expenses. Transport will also be provided to fellow employees (from the deceased employee's work unit) to attend the funeral.
52. Trips and Excursions ("C" Grade Staff) For floor level employees, and annual trip will be provided with transport facilities, food, lodging and a Rs. 500/= interest - free loan (Trip Loan) to be deducted in 5 monthly instalments. The dates of such trips should be mutually agreeable in order to ensure continuity of the business.
53. Trips and Excursions (Clerical and Allied Staff) A one-day excursion will be organised by the Company on an annual basis.

54. Transport Facilities For employees of Mabima a Transport Service is Provided from Kiribathgoda and Kaduwella. For employees of Kerawalapitiya Transport Service is provided from the Terminal to Peliyagoda and the Maradana railway station.
55. Training Whenever possible, training programs will be conducted for employees to upgrade their knowledge and skills.
56. Upgrading and Promotions Upgrading and promotions of employees through job evaluations, internal examinations and training and trade tests will be conducted on a continuous basis.
- The Company will conduct performance appraisal, This will form the basis for any increments beyond the normal annual increment of one salary point.
57. The Union and employees hereby agree that they will not resort to any Trade Union action during the pendency of this agreement on any of the matters covered by this agreement. In respect of any matters not covered by this agreement parties agree to follow the dispute settlement procedure set out in the check off agreement signed between parties on the 1st Sep 2009.
58. The Company also reserves the right to recruit anyone who meets its requirement. If an employee's child is found suitable, the Company will employ such person(s) only if they have been found to be better or equal to another person who has applied for the same position. The final say will lie with the Management.
59. The employees agree to the implementation of a suitable Roster (as deemed appropriate by the Company) for the filling Plant operations.
- Duty rosters will be prepared without idle time but shall have breaks at intervals as provided by law. Any changes to the Roster will be communicated to the Union, Branch Union and employees with adequate notice. Further, roster changes will take into account and avoid the conclusion of a roster between 2100-0600 hours, ensuring minimum inconvenience to staff.
60. The employees agree to abide by the Shell business Principles.
61. The employees agree to the implementation of a proper Dispute Settlement Procedure for Shell Gas Lanka Limited.
62. The employees agree to the Management of the Company implementing the Code of Conduct, Disciplinary Procedures, Shell Group Drugs & Alcohol Policy and the Shell Group Health, Safety & Environmental (HSE) Policy, The employees also Undertake to refrain from hampering any action(s) taken by the Company to implement these policies and procedures.
63. The employees understand that only approved Overtime is paid and agree that they work Overtime only with prior approval of the Management.
64. The Company reserves the right to implement a Medical Insurance Scheme for all employees at terms no less favourable to what is currently being enjoyed by employees.
65. For all intent and purposes the Provisions of this collective Agreement shall supersede the provisions of all other previous Collective Agreements which applied to the categories of employees of Shell Gas Lanka Limited covered hereby and the terms set out herein shall come into effect from 1st December 2009.

SPECIAL PRODUCTIVITY BONUS FOR MABIMA FILLING LINE STAFF

1. **Principles underlying the Special Productivity Bonus.**— Consequent to large capital investment by the Company on carousels and other machinery to automate filling line operations the capacity of the Filling Plant has increased considerably. However due to the adverse economic and market situation production on a 24 hour basis is no longer required at present. Therefore it is necessary that the Company reduces the total time of plant operation to Match Market Demand.

The Company has assessed that market demand in the next few years can be met using shifts with average monthly overtime per worker of approximately 40 hours. The company will transit towards this shift pattern in the next few months. However such change would impact on the overtime earnings of the production line workers. In order to eliminate this impact and to reward workers for improvements in productivity the Company introduces this monthly bonus to filling line staff.

2. **Bonus computation.**—

<i>Average Overtime hours per shift worker per month (all shift workers)</i>	<i>Filling line speed cylinders per hour</i>	<i>Bonus per shift Rs.</i>	<i>Bonus for 22 shifts Rs.</i>
40 or less	Equal to or greater than 1020	273	273* 22 = 6000
45	Equal to or greater than 1020	205	205* 22 = 4500
50	Equal to or greater than 1020	136	136* 22 = 3000
Any hours less than 60 hours per month	Equal to or greater than 1020	Bonus per shift will change proportionately as above	proportionate
60 or higher		Zero	Zero

<i>Average Overtime hours per shift worker per month (all shift workers)</i>	<i>Filling line speed cylinders per hour</i>	<i>Bonus per shift Rs.</i>	<i>Bonus for 22 shifts Rs.</i>
40 or less	Equal to or greater than 1080	318	318* 22 = 7000
45	Equal to or greater than 1080	239	239* 22 = 5250
50	Equal to or greater than 1080	159	159* 22 = 3500
Any hours less than 60 hours per month	Equal to or greater than 1080	Bonus per shift will change proportionately as above	proportionate as above
60 or higher		Zero	Zero

Entitlement to the bonus will be to those employees who are attached to and worked on a particular shift.

Only cylinders meeting required quality level will be counted in calculating filling line production.