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අති විශේෂ EXTRAORDINARY

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No. 1904/39 – WEDNESDAY, MARCH 04, 2015

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1419.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between United Tractor and Equipment (Pvt.) Limited, No. 683, Negombo Road, Mabola, Wattala of the one part and the Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 11th day of April, 2014 is hereby published in terms of Section 6 of the Industrial Dispute Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

HERATH YAPA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd February, 2015.

Collective Agreement No. 22 of 2014

COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT is made and entered into on this 11th day of April, Two Thousand and Fourteen to take effect from the 1st day of January, Two Thousand and Fourteen, pursuant to the Industrial Disputes Act, between United Tractor and Equipment (Pvt.) Limited, a Company duly registered in Sri Lanka under the provisions of the Companies Ordinance (hereinafter referred to as "The Employer") and having its registered office at No. 683, Negombo Road, Mabola, Wattala and the Ceylon Mercantile Industrial and General Workers' Union (CMU), a Trade Union duly registered in Sri Lanka under the Trade Unions Ordinance (hereinafter referred to as "The Union") and having its registered office at No. 3, 22nd Lane, Colombo 3.

1. **Parties Covered and Bound.** – This Agreement shall cover and bind the Employer, the Union and members of the Union who are employed by the Employer on permanent monthly contract in any of the categories of employment referred to in Schedule I hereto and in employment on the date of signing this Agreement and those employees who shall be recruited to any such category of employment after the said date.



2. **Earlier Collective Agreement.**— The provisions of this Agreement shall supersede and replace the provisions of the Collective Agreement entered into between the Employer and the Union on the 11th day of April, 2011 and the said Agreement shall stand terminated as from the date of signing of this Agreement.

3. **Date of Operation and Duration.**— This Agreement shall be effective for a period of 3 years from 1st January, 2014 and will continue to be in force unless it is terminated by either party by giving six months' notice in writing to the other, provided however, no such notice shall be given prior to the 1st day of July, 2016 and any notice given prior to such date, will not have any binding effect.

4. **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 Company shall indicate to the Employee in writing the reasons why the probationary period has been extended.

During the period of probation or extended probation, the employer shall have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the Employer, the employee shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation, as the case may be, ended.

5. **Revision of Salary.**—

5.1 Salaries of the employees covered and bound shall be revised as set out below;

- (a) A sum equal to 10% of the salary received as at 31st December 2013 will be added with effect from 1st January 2014 and thereafter.

A further sum of Rs. 1500/- shall be added to the salary with effect from 1st January 2014.

- (b) A sum equal to 2% of the salary received as at 31st December 2014 will be added with effect from 1st January 2015 and thereafter.

A further sum of Rs. 1000/- shall be added to the salary with effect from 1st January 2015.

- (c) A sum equal to 2% of the salary received as at 31st December 2015 will be added with effect from 1st January 2016 and thereafter.

A further sum of Rs. 1000/- shall be added to the salary with effect from 1st January 2016.

Provided, however, the salary increases referred to in (a), (b), and (c) above would not be applicable to those employees who are still under probation as stipulated in clause 4 above.

5.2 If during the continuance in force of this Agreement the Government of Sri Lanka:-

- (a) Prescribes increases in salaries / wages by any written law applicable to categories covered by this Agreement legally binding the Company to make such payment, the Company shall pay such increases in salary / wage prescribed by such written law in terms of such written law;
- (b) Recommends increases in salaries / wages which are not legally binding as aforesaid, such recommendations will not be applicable to the Company, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

6. **Annual Increments.**— The annual increments provided in each grade of the scales of consolidated salaries in the First Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred; in which case where an increment is:-

- (a) Deferred, the loss of increment shall be continuous throughout the year;
- (b) Stopped, the loss of increment shall only be for the period of stoppage during the year;
- (c) Suspended, the increment is suspended pending a decision to defer or stop and increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned.

- (d) Deferment, stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified in writing of a complaint against such Employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct which in the circumstances does not merit termination of employment.
- (e) The incremental rates hitherto applicable to the respective grades have been increased by 150% as shown below:

Clerical and Supervisory Staff Salary Scale

Grade I	-	60 × Rs. 170/-
Grade II	-	13 × Rs. 225/- + 70 Rs. 263/-
Higher Grade	-	95 × Rs. 283/-
Special Grade	-	100 × Rs. 375/-
Minor Staff	-	14 × Rs. 150/- + 95 × Rs. 170/-

Sales Officers / Supra Grade Salary Scale

Grade I	-	100 × Rs. 470/-
Grade II	-	100 × Rs. 470/-

Engineering Workers' Salary Scale

Unskilled Grade	-	11 × Rs. 150/- + 55 × Rs. 158/-
Semi Skilled Grade	-	100 × Rs. 170/-
Skilled and Motor		
Transport Grade	-	12 × Rs. 225/- + 88 × Rs. 263/-
Foreman and		
Chargehands	-	90 × Rs. 470/-
Technicians	-	90 × Rs. 470/-

7. Hours of Work. - The normal working hours shall, continue to be those hours which are currently worked by each Department and unit of the Company.

8. Weekly Holidays. - In respect of each week every Employee shall be allowed a holiday on the Saturday and Sunday in that week as weekly holidays.

9. Overtime. -

- 9.1 For work performed on a Saturday or Poyaday under and upto 4 hours an employee shall be paid overtime at one and a half times the normal hourly rate for each hour of work or proportionately for any fraction of an hour.
- 9.2 For any work performed on a Sunday, Statutory holiday or customary holiday, under at upto 4 hours, an employee shall be paid overtime remuneration of 1/30th of such employee's monthly salary.
- 9.3 For any work performed on a weekly holiday, statutory holiday, customary holiday or Poya Day, in excess of 4 hours and up to 8 hours, an employee shall be paid overtime remuneration of 1/15th of such employee's monthly Salary.
- 9.4 For any work performed on a weekly holiday, Statutory holiday customary holiday or Poyaday, in excess of 8 hours, an employee shall be paid overtime remuneration at treble the normal hourly rate for each hour of such work or proportionately for any fraction of an hour of such excess Period.
- 9.5 In addition to the remuneration payable in terms of, (9.2), (9.3) and (9.4) above, an employee in such circumstances shall be entitled to an alternate holiday to be granted on such day or days as may be mutually agreed upon between parties or in lieu of such alternate holiday be paid 1/30th of his monthly salary. The decision as to whether an employee in such circumstances is to be allowed an alternate holiday or the payment in lieu shall be made by the Employer.

10. Leave. -

10.1 Annual holidays will continue to be granted in accordance with the company's existing practice.

- 10.2. **Casual Leave.** - (a) 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, if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave")

with remuneration for a period or an aggregate of period 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 Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employee's first year of employment, including any period of probation, he/she shall be entitled to casual leave for that year computed on the basis of one day for each completed period of two months service.

- (b) 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 approval for casual leave, such 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.
- (c) If a Employee has not availed himself of the full entitlement of casual leave by 31st December of any year, the Employer will pay him/her a sum equivalent to 1/30th of his/her salary for each day of casual leave so un-availed of by him/her.

10.3. **Sick Leave.** - In any year, an Employee shall be entitled to sick leave with pay not exceeding twenty one (21) days. Provided however, the Employer, will be entitled to refuse to grant pay for any day of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

- (a) where such period of absence exceeds two (2) days,
- (b) where the number of days already allowed on pay of grounds of sickness uncertified by a Medical Practitioner is in excess of ten (10) days in any one year.
- (c) Where the absence of the Employee on grounds of sickness immediately follows or preceeds any holiday allowed under Clauses 10.1, 10.2 and 11 of this Agreement. The provisions of this sub-clause shall not be applicable to any employee on probation within the meaning of Clause 4 of this Agreement, 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/she is confirmed after six (6) months probation and sick leave not exceeding five (5) days if he/she is confirmed after nine (9) months' probation.

An employee who takes less than 21 days sick leave in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years provided however, that in no case shall entitlement to sick leave on full pay in any one year by reason of such accumulation of sick leave entitlement exceeds 90 days.

Accumulated sick leave can only be resorted to after the utilization of the entitlement of sick leave in the current year.

The Employer will however, if a Employee does not wish to accumulate his/her sick leave, pay to him/her at the end of each year a sum equivalent to 1/30th of his/her salary for each day of his annual sick leave entitlement to 21 days un-availed of by him/her.

On the termination of his/her employment for any reason whatsoever, a worker will be entitled to be paid a sum equivalent to 1/30th of his/her salary for each day of his/her accumulated sick leave as at that date in excess of 90 days.

11. **Holidays.** -

The employee shall be entitled to the following holidays each year as paid holidays.

- 11.1 All holidays declared to be Public Holidays under the provisions of the Shop and Office Employees' (Regulation of Employment and Remuneration) Act.
- 11.2 Good Friday
- 11.3 Boxing day (26th December).

If any of the holidays declared under (11.1) above falls on a weekly holiday, a substitute holiday shall be allowed on a working day on or before 31st December of that year.

No substitute holiday will be allowed if the holiday referred to in (11.3) falls on a weekly holiday.

No substitute holiday will be allowed if the holiday referred to in (11.1), (11.2) and (11.3) falls on a Poya day.

12. **Salaries/Wages for Periods less than One Month** .- For the purpose of this Agreement, the salary/ wage of an Employee for periods less than one month shall be computed in the following manner :

- | | | | |
|------|---------------------------------|---|---|
| 12.1 | For one hour | - | the monthly wage divided by two hundred and forty (240); |
| 12.2 | For one day | - | the monthly wage divided by thirty (30); |
| 12.3 | For one - half day | | |
| | (either morning or afternoon) - | | a day's wage ascertained as above, divided by two (02); |
| | For one week | - | a day's wage ascertained as above multiplied by seven (07); |

13. **Provident Fund Contributions.**- Contributions to the Provident Fund will continue to be made in accordance with the Company's existing practice.

14. **Terminal Benefits.**- The Employer will subject as hereinafter provided, pay to each employee who has completed 10 years service in the Company on termination of his /her employment for any reason whatever, a gratuity calculated on the basis of one month's terminal salary for each completed year of service less the Company's contribution to the Provident Fund account of the Employee inclusive of interest thereon, or 50% of one month's terminal salary for each completed year of service without any deductions, whichever is higher, provided however that if at the date of cessation of the employee's services there is due to the Employer from the employee any sum on account of fraud misappropriation or otherwise, such sums shall be recovered from the terminal benefits as calculated above. Provided however, the Terminal Benefits granted by the Payment of Gratuity Act No. 12 of 1983 should apply to the employee where it is more favourable to him.

15. **Promotions.**-

- 15.1 Mere length of service shall not be the sole criterion for promotion and the Employer shall be entitled to take into account other factors such as efficiency, educational qualifications and character. Where suitability is comparable, seniority shall be given preference.
- 15.2 An employee in Grade I in the Clerical & Supervisory Staff will normally be promoted to Grade II after completing 3 years' service unless his/her work is of a mechanical or routine nature not involving a degree of skill or responsibility or unless his/her inefficiency has been established after due inquiry.
- 15.3 Promotion from Grade II to the Higher Grade of the Clerical and Supervisory staff will depend on vacancies and employees who have shown the necessary capacity will be eligible for promotion to the higher grade.
- 15.4 Promotion to the Special Grade of the Clerical and Supervisory Staff will be from the Higher Grade of the Clerical and Supervisory Staff and will depend on merit.
- 15.5 Promotions in the manual grades will be in addition to the principles set out in (15.1) above, also depend on the availability of vacancies.

16. **Carrying Out Employer's Instructions As To Duties.**-

- 16.1 If an employee considers that any duty which he/she is required to perform by the Employer does not fall within the scope of his/her employment under the employer, the employee shall be entitled to bring such matters to the notice of the Employer. If notwithstanding such notification the Employer requires the employee to carry out such instructions, then the employee shall be entitled to request the Employer to give him/her such instructions in writing.
- 16.2 If the Employer gives the Employees such instructions in writing, the employee shall carry out the same but without prejudice to the right of the employee or the Union or the Branch Union on his/her behalf to dispute such matters with the Company thereafter as provided in this Agreement.
- 16.3 If the Employer refuses to give such instructions in writing, the employee shall be entitled to refuse to carry out such instructions and in that event the Company shall have no right of action against the employee.
- 16.4 If the Employer gives such instructions in writing but the employee fails to carry out the same, the Employer shall be entitled to suspend the employee immediately without pay and to take disciplinary action against him/her without prejudice to the right of the employee or the Union or the Branch Union on his/her behalf to dispute such suspension or such disciplinary action as may be taken against the employee as provided in this Agreement.

17. **Retirement.**- An employee has the option of retiring at the age of fifty five (55) years or at any time thereafter and shall retire on attaining the age of Sixty (60) years. Provided however, that if the Employer requires to retain the services of an employee who has attained the age of sixty (60) years, the employee shall be offered fresh employment on a temporary basis so long as the employer requires the services of such an employee.

18. Suspension.-

18.1 An Employee may Subject as hereinafter provided, be suspended without pay by the Employer -

(a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct where such charge or charge's relate to:

(i) Fraud, theft, misappropriation or a like offence by the employee in the course or his/her employment;

(ii) Abuse, threat or gross insubordination by the employee of or to a member of the Executive or Managerial staff of the employer;

(iii) A breach of peace, or damage to property, or disturbance of the business of the Employer;

Provided, however, the employer shall suspend an employee under paragraph (iii) above only for so long as the employee's continuance in employment will or is likely to be undesirable or to the prejudicial to be proper investigation of the charges or the Employer carrying on its business.

(b) As a punishment for misconduct for a period not exceeding seven (7) days after due inquiry.

(c) If a worker fails to carry out the Employer's written instruction in terms of clause 16 of this Agreement.

18.2 At the time of suspension or within twenty four (24) hours thereof, the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension.

18.3 Nothing in the preceding sub-clause shall prejudice the right of a Employee or the Union or the Branch Union on his/her behalf to dispute an order of suspension thereafter as provided in this Agreement.

19. Disciplinary Action.-Where the Employer proposes to proceed against an Employee then -

19.1 Irrespective of whether an Employee has been suspended under Clause 18.1 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear days in which to give the answer or explanation to the charges preferred.

19.2 Within three (3) clear days after the date of the 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.

19.3 If the Employer is satisfied with the written answer or explanation of the Employee, the Employee shall, if he/she is under suspension, forthwith be reinstated and shall be paid all emoluments and entitlements due during the period of such suspension.

19.4 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) days from the date of receipt of the written answer or explanation to the show cause notice.

19.5 After holding such inquiry the Employer shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order, except for reasons beyond the control of the Employer, on the charges in the show cause notice within thirty (30) 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.

19.6 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 Clause 18.1 (b) hereof, be paid all emoluments due during 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 as 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 preferred 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.
- 19.7 If in any case where an Employee is suspended as provided for herein the Employer fails to make an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his/ her normal remuneration for the period of thirty (30) days from the date of such suspension and to his/ her 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) and to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- 19.8 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 19.6 hereof within ninety (90) days of the date of suspension of the Employee, unless the Employer is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union or the Branch Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- 19.9 An Employer shall not be required to hold an inquiry as referred to in sub-clause (4) and (5) hereof where the Employer proposed to warn an Employee or where the Employee admits to the charge of charges. Provided however that if the Union disputes the warning or the 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.

20. *Disputes Procedure :-*

- 20.1 In the event of a dispute between the employer and the union or the branch Union on any matter covered by this Agreement or affecting any employee covered by this Agreement in relation to his/ her employment under the Employer, the Union or the Branch Union shall in the first instance raise the matter with the Employer and both parties shall endeavor to effect an amicable settlement.
- 20.2 In the event of a dispute not being settled under (20.1) above, the Union may if it so desires refer the dispute for settlement to the Department of Labour.
- 20.3 In the event of the dispute not being settled under (20.2) above, the Union may if it so desires request that the matter in dispute be referred for settlement to an Arbitrator or Arbitrators under the provisions of clause 3(1)(d) of the Industrial Disputes Act. And the Company shall agree to such reference being made.

The Employer and the Union shall in such instances agree to a settlement of the matter in dispute; provided however that should the parties fail to agree to Settlement of the matters in dispute the Commissioner of Labour shall be requested to set out the matters in dispute to be referred to the Arbitrator or Arbitrators.

The Award of the Arbitrator or Arbitrators shall be final and binding on the parties to the dispute.

21. *Trade Union Action.-*

- 21.1 The Union and the Branch Union hereby undertake in respect of all the terms and conditions of employment covered by this Agreement not to seek to vary or alter any such terms or conditions other than by negotiation and hereby expressly undertake, subject to (21.2) below not to engage in any strike or other form of trade union action against the employer in respect of any dispute, but will have such dispute settled in accordance with the procedure set out in Clause 20 above.
- 21.2 Where any dispute arises from an act of the Employer which in the opinion of the Executive Committee of the Union is calculated to threaten or undermine the existence or the legitimate activities of the Union or the Branch Union or is grossly unfair or seriously detrimental to the interest of the Union or the Branch Union or its members, or is vindictive and in bad

faith, the Union and the Branch Union reserve to themselves the right to engage in a strike or other form of trade union action against the Employer and the Employer reserved to itself the right in such an instance to take such steps as it may deem fit in the circumstances, provided however that no strike or other form of trade union action will be resorted to in these circumstances before the expiry of seven days after notice of such strike or trade union action has been given by the Union or the Branch Union to the Employer.

PART II

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

1. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of clause 19 of Part I hereof is a member of the Branch Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice :-

- (1) The Employer will, subject as hereinafter provided, allow another member of the Branch Union (hereinafter referred to as “an observer”) to be present as an observer without loss of salary for absence from work.
- (2) 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/she shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such observer.
- (3) An observer may answer any question which the person who conducts the inquiry may ask him/her, 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.
- (4) 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 requirements.
- (5) The absence of an observer from the whole or any part of an inquiry for any reason whatsoever, shall not vitiate such inquiry, nor the proceedings there of, nor the findings pursuant thereto.

2. **Branch Union Meetings.**—

- (1) The following provisions shall apply to meetings of the Branch Union :-
 - (a) In respect of each meeting which the Branch 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 that Employer shall be present at a meeting of the Branch Union;
 - (ii) On occasions such as the Annual General Meeting of the Branch Union, Office Bearers of the Union may with the previous approval of the employer, attend;
 - (iii) Fix a time limit within which a meeting of the Branch Union shall be concluded or adjourned.
 - (c) It shall be the duty of the Branch Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of the Branch Union is granted, are duly complied with.
 - (d) It shall be the duty of the Branch Union and its Office Bearers to ensure that no damage or harm is caused in the course of or, in connection with a meeting of the Branch Union to the Employer’s property or to any person at the Employer’s premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage or harm.

2. The following provisions shall apply to meetings of the General Council of the Union :-

- (a) Without prejudice to the right of the Company to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission to a member of the General Council to leave his/ her work place not earlier than 3.0' Clock in the afternoon on not more than one occasion in a month without loss of salary for such absence if an application for permission to attend is made at least forty eight hours before the time appointed for holding the meeting of the General Council.
- (b) For the purpose of Paragraph (a) above the Union shall forthwith furnish the Employer with a list of such members and keep the Employer informed of all changes therein which may be made from time to time.

3. **Duty Leave.**—

- (a) The following provision shall apply to duty leave:—
Without prejudice to the right of the Employer, to refuse to grant permission if, in its discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two (2) Office Bearers of the Branch Union -
 - (i) To be present at conferences held under the aegis of the Employer or the Department of Labour in connection with a dispute between the Branch Union and the Employer.

OR

- (ii) To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals.

Without loss of salary for such absence.

- (b) The employer will, in its discretion grant leave to an employee to attend a Trade Union course or Seminar or Conference either in Sri Lanka or abroad on no pay leave unless the employee concerned is entitled to Annual, customary or statutory holidays which he wishes to utilize for the purpose.

4. **Check - off.**—

- (1) The Employer shall on the written request of an Employee deduct from the salary 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.
- (2) Every Employee who agrees to the deduction of Union dues from his/her salary shall sign a statement to that effect in the forms set out in Schedule II hereto and hereinafter referred to as “Authorization and Cessation Form”.
- (3) Every Employee shall be entitled to withdraw his/her agreement to check - off at any time by signing a statement to that effect in the forms set out in Schedule II hereto and referred to as “Authorization and Cessation Form”.
- (4) The Employer shall once each month within fifteen (15) days after the regular pay day remit to the Treasurer of the Union the total sums deducted by way of check-off by a cheque drawn payable to the Ceylon Mercantile, Industrial and General Worker's Union.

CLERICAL & SUPERVISORY**Grade
I**

14,289

18,369

60x170/-

**Grade
II**

14,421

15,591

22,941

SALES OFFICERS/SUPRA GR**Grade
I**

14,584

33,384

100x470/-

ENGINEERING WORKERS'**Unskilled**

14,187

14,847

18,312

11x150/-

55x158/-

Semiskilled

14,205

21,005

SCHEDULE II

FORM No. I

Name of Employer :

AUTHORIZATION

As I am an Employee covered and bound by the COLLECTIVE AGREEMENT of effecting employees employed in a Capacity, and I desire to avail myself of the facility for check-off contained in the Collective Agreement to which I am eligible as a member of the CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKERS' 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 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 the 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 CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKERS' UNION from the month immediately following the date hereof.

.....
(Date of signing)

.....
(Signature of Employee)

.....
(Full name of Employee)

IN WITNESS WHERE
11th day of April, 2014 a


.....
RIYAD ISMAIL
Chief Executive Officer

For and On Behalf of Unit
Tractor & Equipment (Pvt
UNITED TRACTOR & EQUIPMENT
683, Negombo Road,
Mabola, Wattala.
Sri Lanka

WITNESSES:-

1. 
.....
Signature

Name H.F.N. SILVA

Designation: Personnel

3. 
.....
Signature

Name K. Sunil

Designation Personnel

03 - 560

My No.: CI/1792.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement (In Sinhala and English) entered into between Piramal Glass Ceylon PLC, No. 148, Maligawa Road, Borupana, Ratmalana of the one part and the Inter Company Employee Union, No. 115 - D, Kalapaluwawa Road, Koswatta, Thalangama of the Other part on the 10th day of July 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

HERATH YAPA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd February, 2015.

Collective Agreement No. 29 of 2014

COLLECTIVE AGREEMENT 2013

THIS Agreement entered into by and between "Piramal Glass Ceylon PLC" (PQ 190), a company duly incorporated in Sri Lanka and having its registered office at No. 148, Maligawa Road, Borupana, Ratmalana (hereinafter referred to as the "Employer") and "Inter Company Employees Union" a Trade Union duly registered in Sri Lanka, having its registered office at No. 115 - D, Kalapaluwawa Road, Koswatta, Thalagama (hereinafter referred to as "The Union").

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

Title .- The collective Agreement shall be known and referred to as the "Piramal Glass Ceylon PLC Collective Agreement 2013".

1. **Parties Covered and Bound by the Agreement.-** This agreement shall cover and bind the Employer, the Union and all permanent Employees who are members of the Union and are in employment as at the date of signing of this Agreement.

2. **Date of Operation and Duration.-** This agreement shall be effective from 1st April, Two Thousands Thirteen (01.04.2013) 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 prior to the 28th of February, 2016.

3. **Repudiation of Previous Collective Agreement.-** This agreement shall supersede and replace the provisions of the previous Collective Agreements signed between the parties and all such previous Collective Agreements shall stand terminated with effect from the date on which this Collective Agreement comes into force.

4. **Salaries.-** The employer agrees to grant the following increases of salaries to all permanent employees covered and bound by this Agreement, on the following basis during the pendency of this Agreement. The Following revision shall be subject to the relevant employer being in service as at the date signing of this agreement.

(i) Period from 01st April 2013 to 31st March 2014 (1st Year)

- (a) With effect from 01st April 2013, a consolidation of Rs. 2,200/= or an amount equivalent to 11%, of the basic salary of an employee as at 1st April, 2013, whichever is higher, will be added to the basic salary.
- (b) Thereafter, a further sum of Rs. 335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2013.
- (c) To pay a sum of Rs. 100,000/= in lieu of NRCOLG (Non -Recurring Cost of Living Gratuity) for the period referred to above and out of the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) and Rs. 72,000/= paid as an advance will be deducted from the total amount, and the remaining amount of Rs. 28,000/= will be paid during the month of April 2014.

(Parties agree that Rs. 96,000/= out of the said amount has already been paid to the employees)

Parties agree that the payments made in terms of 4 (i) (c) above will not attract EPF/ETF or any other statutory or consequential benefits.

The arrears as per 4 (i) above will be paid subject to the relevant deductions.

The arrears payable as per 4 (i) (a) and (b) will attract EPF, ETF, OT, Attendance Allowance and Holiday pay only.

(ii) Period from 01st April 2014 to 31st March 2015 (2nd Year)

- (a) With effect from 01st April 2014, a sum of Rs. 1,900/= will be added to the basic salary as at 31st March 2014.
- (b) Thereafter, a further sum of Rs. 335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2014.

- (c) To pay a sum of Rs. 104,000/= in lieu of NRCOLG (Non -Recurring Cost of Living Gratuity) for the period referred to above and out of the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) (the parties agreed that Rs. 4,000/= per month has already been paid as an advance, since April 2014 up to the date of signing this agreement) and Rs. 72,000/= paid as advance will be deducted from the total amount, and the remaining amount of Rs. 32,000/= will be paid during the month of April 2015.

Parties agree that the above payments made in terms of 4 (ii) (c) will not attract EPF/ETF or any other statutory or consequential benefits.

(iii) **Period from 01st April 2015 to 31st March 2016 (3rd Year)**

- (a) With effect from 01st April 2015, a sum of Rs. 1,900/= will be added to the basic salary as at 31st March 2015.
- (b) Thereafter, a further sum of Rs. 335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01st April 2015.
- (c) To pay a sum of Rs. 108,000/= in lieu of NRCOLG (Non -Recurring Cost of Living Gratuity) for the period referred to above and from the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) and Rs. 72,000/= paid as an advance will be deducted from the total amount, and the remaining amount of Rs. 36,000/= will be paid during the month of April 2016.

Parties agree that the above payments made in terms of 4 (iii) (c) above, will not attract EPF/ETF or any other statutory or consequential benefits.

- (iv) Trade Union agrees not to make any further demands or raise issues/requests on matter relating to salaries/wages or salary increase of any employees during the period covered by this agreement.

5. **Shift, Heat and Dust Allowance**-. The shift allowance payable for an 8 hours shift to the relevant employees is as follows:-

Shift	Amount
Morning	Rs. 10/=
Afternoon	Rs. 20/=
Night	Rs. 35/=

Heat and Dust allowance payable for an 8 hour shift to the relevant employees is as follows:-

Heat allowance	Rs. 10/=
Dust allowance	Rs. 9/=

The Management is required to take possible action to minimize the impact arising out of Heat, Dust and Sound.

6. **Subsistence Allowance**.-

Subsistence allowance will be Rs. 100/=

7. **Welfare Activities** .-

(i) **Donation in the event of a Death**

In the event of a death of a permanent employee, who is covered and bound by this Agreement, the Employer agrees to pay Rs. 50,000/= to a person who has been nominated by the employee.

(ii) **Service Awards**

It is agreed between the parties that the following Service Awards shall be granted when an employee completes the relevant service periods as indicated below:-

- (a) An Employee who has completed 15 years of continuous service shall receive a gold sovereign.
- (b) An Employee who has completed 25 years of continuous service shall receive a 600W. or similar Music Centre (Sony/ Akai/National/Aiwa /Phillips/LG/ Singer) or a gift voucher equivalent to the value of the Music Centre to by jewellery.

- (c) An Employee who has completed 30 years of continuous service shall receive a 21". Colour TV (Sony/Phillips/National/Aiwa /LG/ Singer) or a gift voucher equivalent to the value of the Color TV to by jewellery.
- (d) The relevant service period shall be determined taking into consideration 1st April of each year as the base date.
- (e) Employees shall be entitled to the service award in the event of termination of their services on the following grounds and provided that other requirements, in granting the Service Award, have been fulfilled :-
 - * Resignation from service
 - * Voluntary Retirement
 - * Reaching the age of retirement as per the letter of appointment.
- (f) The relevant period of service as per (e) shall be determined by taking the last date of employment into consideration.
- (g) Exemptions.
 - (i) It is agreed to grant the 25 year service award to an employee who has completed a continuous period of 20 years of service, at the time of his retirement and has received the 15 year service award.
 - (ii) It is also agreed to grant the 30 year service award to an employee who has been in continuous service at least for a period of one year after becoming entitled for the 25 years service award and at the time of retirement.

8. Insurance Scheme.-

- (i) The Employer shall contribute 60% of the premium while the employee is required to contribute 40% of the premium for the said Insurance Scheme. The present maximum claim of Rs. 80,000/- per family per annum would continue to remain same at Rs. 80,000/- per family per annum with effect from 01st April 2013. The sharing ratio (60:40) will remain the same during the pendency of this agreement.

It is agreed by both parties that the above Insurance Scheme has already come into effect as at the date of signing this agreement.

- (ii) It is agreed by both parties to increase the Insurance Scheme set out in 8(i) above to a maximum of Rupees One Hundred Thousand (Rs. 100,000/-) per family, per annum with effect from 1st April 2015 and the employer to contribute 60% of the premium while the employee would contribute 40% of the premium.

9. **Medical Test.**- An appropriate medical test for the employees deployed in the Batch House, Furnace and Hot End and in addition, employees who are engaged in maintenance activities of IS section, General maintenance and Instrument Technician in the Electrical Division shall be carried out on a Schedule to be made by the Employer. In addition, examination of eyes for all employees at the Cold End shall also be carried out according to a schedule made by the Employer.

The above tests are mandatory and employees agree to make themselves available for the respective tests, according to the schedule made by the Employer.

10. The employees covered by this Agreement agree to undergo training on Company's initiatives, such as Information Management System (IMS) International Organization for Standardization (ISO), Occupational health and safety Assessment series (OHSAS), Kaizen, 5S, Total Quality management (TQM), area effective Team (AET) Six Sigma, parivarthan etc. The Union and the employees also agree to co-operate and support measures/Initiatives and quality improvement by involving themselves in self-managed group activities (including Pariwarthan), idea Bank and also suggest scheme for productivity improvement. A Certificate/Letter of participations will be issued to the employees on successful completion of structured Training programs. A letter of participation for structured training will be issued by the management.

11. In view of the continuous manufacturing process that is operative in the factory, The Union and the employees agree to co-operate to curb absenteeism.

12. The management has the right to request employees to engage in reasonable overtime as and when required, and the Trade Union and the employees agree to engage in overtime work upon such reasonable request.

13. No employee shall leave his / her place of work / Department till his reliever arrives and reports for duty and hands over change to the next person on the shift.

14. It shall be the responsibility of the employees to observe asset care initiative by taking care of the tools, machine, spare parts and proper packing of shop floor materials.
15. The trade union and the employees accept the need for Hot End sampling when producing all types of bottles.
16. Usage of Personal Protective Equipments (PPES) and adhering to the requirements of ISO standards are compulsory at the workplace.
17. Use of mobile phones at the workplace shall be strictly on prior approval and shall be under exceptional circumstances.
18. Trade Union and Employees agree to keep the workplace clean and in order.
19. Trade Union, the Employees and the employer agree to align with the inspection/observation procedures which are required for the Security of the Organization.
20. The Employees who members of the trade union agree to participate in Training and Education programs.
21. The Employees who are members of the trade union agree to work with due diligence in relation to their respective assigned work areas during their working hours within the Organization. The Employer agrees to provide the necessary facilities and the work-environment for this purpose.
22. The employees agree that they are bound by the disciplinary standards/norms and work arrangements and prevailing procedures of the company and the company has the right to take appropriate disciplinary action against any misconduct/violation.
23. Trade Union and Employees agree to actively and enthusiastically participate in all activities done to preserve energy.
24. The employees agree to actively and efficiently involve themselves in various Committees, including Safety Committee, Canteen Committee, Welfare Committee etc.
25. Any sabotage act carried-out which will have an adverse impact on productivity, efficiency and sales would be considered as violation of agreement.
26. The Union and its members and the employees covered and bound by this Agreement, jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not engage in any strike or other form of Trade Union action against the Employer in respect of any dispute between the employer on the one hand and the union and/or its members and/or any employees covered and bound by this Agreement on the other hand when such dispute is related to a matter covered by this Agreement.
- 27. Grievance and Dispute Settlement Procedure.**— In the event of any dispute or grievance in relation to a matter/dispute not covered under this Collective Agreement, between an employee or employees/“Trade Union” and the employer, the following procedure shall be followed for the settlement of such dispute or in resolving such grievance:—
- (i) The employee or the “Trade Union” representative shall, in the first instance, raise the dispute or grievance with the Foreman/Sectional Manager/Departmental Head.
 - (ii) If the dispute or grievance is not satisfactorily resolved as referred to at 27(i) above, the employee or the “Trade Union” representative shall then refer the matter to the Human Resource Manager in writing and the Human Resource Manager shall discuss the matter with the employee or the “Trade Union” representative and Endeavour to bring about a settlement.
 - (iii) If no satisfactory solution is arrived at the discussions in 27(ii) above, then the matter in dispute shall be discussed by the employee or “Trade Union” with the members of the senior management represented by the present designation of General Manager/Vice President.
 - (iv) If no satisfactory solution is arrived at the discussion in 27(iii) above, then the matter in dispute shall be discussed by the Employee or “Trade Union” with the CEO/President.
 - (v) If the dispute is not resolved as referred to at 27(iv) above, the employee/Trade Union may pursue the matter with the Employers’ Federation of Ceylon (EFC), of which the employer is a member.
 - (vi) If after discussion the matter cannot be resolved by the intervention of EFC or under certain circumstances if the “Trade Union” decide not to agree for the intervention of the Employers’ Federation of Ceylon, after giving reasons to that effect and then conciliatory proceedings under the Industrial Disputes Act (IDA) should be followed.


- (vii) (a) If the conciliation in the Department of Labour fails and the "Trade Union" contemplates stoppage of work or strike action, not less than 21 days prior written notice should be given to the employer and to the EFC.
- (b) If any Trade Union action other than the action referred to under 27(vii)(a) is contemplated not less than 7 days prior written notice should be given to the employer and the EFC.
- (viii) Without prejudice to the provisions above, the employees, the "Trade Union" and its members hereby agree that they shall not resort to any Trade Union action in respect of any dispute not covered by this Agreement without having recourse to the grievance and Disputes Settlement Procedure set out herein.
- (ix) Management agrees to reply trade union letters on disputes within a period of 7 days.
28. (i) The term "Trade Union" shall include an employee/employees and/or Trade Union as well.
- (ii) "Salaries or Wages" mean consolidated salaries or wages.

**In witness hereof, th
day of July, Two Thou**

On behalf of the trac


.....
Wasantha Samarasinghe
President
Inter Company Employ


.....
K P S Kumara
(President - Branch Uni


.....
R D R Ranjith
(Secretary - Branch Uni

Asst