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## The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2237/15 – 2021 ජූලි 20 වැනි අඟහරුවාදා – 2021.07.20  
2237/15 – TUESDAY, JULY 20, 2021

(Published by Authority)

### PART I: SECTION (I) – GENERAL

#### Government Notifications

My No: CI/1791

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Ceytra (Pvt) Ltd, No. 36, D. R. Wijewardena Mawatha, Colombo 10 of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 19th March 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
30th day of April, 2021.

#### Collective Agreement No. 08 of 2021

#### CEYTRA (PVT) LIMITED COLLECTIVE AGREEMENT 2020 -2022

THIS COLLECTIVE AGREEMENT made under THE INDUSTRIAL DISPUTES ACT this 19th day of March Two Thousand and Twenty to take effect from the First Day of January Two Thousand and Twenty.

Between



**CEYTRA (PRIVATE) LIMITED**, a company having its Registered Office at 36, D. R. Wijewardena Mawatha, Colombo 10 (hereinafter referred to as "THE EMPLOYER") of the ONE PART and INTER COMPANY EMPLOYEES' UNION, a Trade Union duly registered under the Trade Unions' Ordinance, and having its Registered Office at **259/9, Sethsiri Mawatha, Koswatta, Thalangama**, (Hereinafter referred to as "THE UNION") of THE OTHER.PART.

Witnesseth, and it is hereby agreed between the parties referred to above, as follows:

#### TITLE

This Agreement shall be known and referred to as 'THE CEYTRA MANUAL WORKERS' COLLECTIVE AGREEMENT OF 2020.

### PART I

#### 1. PERSONS COVERED AND BOUND

This agreement shall cover and bind the employer, the union and all Manual workers who are members of the union and are employed on permanent contracts of employment.

#### 2. DATE OF OPERATION AND DURATION

This agreement will be effective from the first day of January two thousand and twenty, and shall thereafter continue in force until it is determined by either party giving one month's notice in writing to the other, subject to the provision that one party hereto shall not give such notice to the other party to commence before the first day of December two thousand and twenty two and such notice shall not expire before the thirty first day of December two thousand and twenty two.

#### 3. EARLIER AGREEMENT

This agreement shall supercede and replace the provisions of the ceytra manual workers' collective agreement 2017.

#### 4. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

During the continuance in force of this Agreement the terms and conditions of the Agreement shall be deemed to be included in each Contract of Service between the Employer and the employee covered and bound by this Agreement, whether such contract of service be written or oral which was subsisting on the date hereof or which shall come into being any time after the date hereof during the continuance in force of this agreement.

#### 5. MANAGEMENT UNION CO-OPERATION

- i. The Union and Employees agree that the following matters are the rights and of the Management.

Selection, placement, deployment, transfer and promotion, determination of shifts and working hours; Planning and controlling of the operations; Introducing new products or machinery; Up-grading of existing facilities; Change of production methods and systems; Expansion or relocation of production facilities; Establishment of quality standards and production norms; Maintenance and improvement of productivity/ efficiency and the consequences thereof and maintenance of discipline in the work place.

- ii. The Union and Employees will co-operate with the Employer in the aforesaid matters.

- iii. Without prejudice to the Employer's rights in this regard, the Employer will discuss the aforesaid matters with the Union if latter so desires.

## **6. MOBILITY OF LABOUR AND PRODUCTIVITY**

- i. Employees will work to machine capacity in order to achieve optimum productivity.
- ii. If at the factory, Store, mill or job, work is temporarily not available for an employee(Male or Female) in his/ her occupation, he/she will deem to be ready and willing to perform work within his/her capacity or skill in any other occupation where work is available.
- iii. Employees will carry out any ancillary work such as cleaning of machines, cleaning of work areas, cleaning of equipment/ tools used in day to day work.

## **7. WORKING HOURS**

- i. Normal working hours will not exceed :
  - (a) Forty five hours per week,
  - (b) Nine Hours on five days of a week inclusive of one hour interval.
  - (c) Six hours on the sixth day inclusive of one hour interval.
- ii. An employee will not cease work until the designated official closing time except during designated intervals.

## **8. PROBATION**

Every employee recruited by the Employer will serve a period of probation of one (01) year. The period of probation may be extended. During the period of probation or extended probation, the Employer will be entitled to terminate the services of the Employee without notice.

## **9. OVERTIME**

- i. If required by the Employer, an Employee will work reasonable period of overtime authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation acceptable to the Employer will render the Employee liable to disciplinary action.
- ii. Work in excess of normal working hours will be remunerated at one and a half times the normal hourly rate.

## **10. ATTENDANCE**

- i. Unless otherwise specifically instructed by the Employer, an Employee will present himself/herself for work on every day (other than a holiday or on a day he/she is on approved leave) at the usual starting time of the factory, store mill and will remain available for work throughout the normal working hours.
- ii. Irregular attendance or unpunctuality will constitute misconduct in respect of which an employee will be liable for disciplinary action.

## **11. LEAVE AND STATUTORY AND WEEKLY HOLIDAYS**

- i. **Annual leave**

Annual leave will be computed in accordance with the decisions of the wages Board for the Rubber and Plastic Goods manufacturing Trade. Annual Leave may be taken on days mutually convenient with prior approval.

#### ii. Casual leave

In respect of each year of employment during which an employee has been continuously in employment he/she will be entitled to take a private business or other reasonable cause including ill-health, if his/her entitlement of sick leave has been fully utilized, 7 days, Casual Leave with pay, provided however, that not more than 2 days Casual leave will be taken at any one time, except on grounds of ill health. Casual leave will not be granted immediately proceeding or immediately following any period of Annual Leave. In respect of the first year of employment an employee will be entitled to Casual Leave for that year computed on the basis of one day for each completed period of 2 months service. An year of employment will mean the period January to December. Casual Leave will normally be granted on prior application without the Employee being required to state reason for the application. Where the Employer finds it difficult to grant leave, the difficulty will be noticed to the Employee as soon as possible after the application is made. If due to unforeseen circumstances, the employee is unable to make prior application, and is also unable to report for work, the employee must endeavour as far as practicable to inform the Employer on the very same day of his inability to attend work. If no information is received and the reasons for failure to notify are also unsatisfactory, the employer is entitled to refuse an application made subsequent to the absence.

#### iii. Sick leave

An employee who has or completed 5 (five) years of service will be entitled to 14 (fourteen) days sick leave per calendar year and other employees will be entitled to seven (7) days sick leave per calendar year provided;

- (a) Absence on grounds of ill-health is supported by a Medical Certificate from a registered Medical Practitioner, acceptable to the Management.
- (b) The employee informs the employer his inability to attend work on the very same day of absence by telegram, telephone or any other means.
- (c) An employee who has been on probation will as from the date of confirmation and in respect of the remainder of the year be entitled to sick leave **pro-rata** to the number of months in employment in that year.

#### iv. Statutory holidays

- (a) Weekly Holidays and Statutory Holidays will be granted in accordance with the provisions in the Wages Board for Rubber & Plastic Goods manufacturing Trade.
- (b) An employee may be called upon to work on any weekly or statutory holiday and such work will be remunerated in accordance with the provisions in the Wages Board for Rubber and Plastic Goods Manufacturing Trade.

### 12. MONTHLY CONSOLIDATED WAGES FROM 01/01/2020 TO 31/12/2022

The Employer agrees to revise the wages of permanent employees covered and bound by this agreement in the following manner.

- i. All permanent employees will be entitled to a wage increase of 10% for the first year commencing from 01/01/2020 to 31/12/2020.
- ii. In order to recognize the seniority of employees a service increment of Rs. 50/- per employee/per year will be paid based on the number of completed years service up to 31st December 2019. This wage adjustment

will be made as once and for all payment in January 2020 and the revised basic salaries under this clause will be effective from 1st January 2020. This will not in any way be considered a continuing practice or payment.

- iii. All permanent employees will be entitled to a wage increase of 10% for the 2nd year commencing from 01/01/2021 to 31/12/2021.
- iv. All permanent employees will be entitled to a wage increase of 10% for the 3rd year commencing from 01/01/2022 to 31/12/2022.
- v. During the pendency of this Agreement, the minimum wages under the Wages Board for the Rubber and Plastic Goods Manufacturing Trade are revised or a wage increase is prescribed by law then such increase will be limited to the shortfall in the quantum of the wages received by an employee at the date and the quantum of increase, so prescribed.
- vi. There will be a change in the grades of employees and the four grades will remain unaltered i.e. Grade I - Unskilled, Grade II - Semi skilled, Grade III - Skilled and Special Grade. Criteria for selection/promotion from one grade to another will be solely determined by the Management. However, an aggrieved employee may seek redress under the grievance settlement procedure in Part II Clause 4 of this Agreement.

### 13. SHIFT DIFFERENTIAL

Each employee required to do a work shift on any working day which commence at 1400 hours or later shall be paid a shift differential as follows.

All permanent employees will be entitled to shift differential of Rs. 160/- commencing from 01/01/2020 to 31/12/2022.

### 14. ATTENDANCE BONUS

The employer will pay in each succeeding month an Attendance Bonus computed as follows for the period from 01.01.2020 to 31.12.2022.

(a) No. of days present at work	Rate per day
01-19	Nil
20-22	Rs. 70/-
23-24	Rs. 83/-
25 or present on all working days of the month	Rs. 100/-

- (b) This payment will not attract consequential benefits
- (c) Only full working days are counted
- (d) Number of work days on public holidays, Weekly holidays or poya days are not counted as days worked.
- (e) Absence on sick leave approved on account of a factory accident or duty leave will be counted as "present".

### 15. PRODUCTION BONUS

The employer will pay in each succeeding month a "Daily Production Incentive" computed as follows:-

**i. Daily rated monthly Production Bonus**

a. Moulded Rubber Production, Sorting and Packing Section

a.i Normal Production Bonus - Daily

For all employees, Daily Production Bonus as follows:

8 hours shift  $X * 0.025/2 * Q$

12 hours shift  $X * 0.025 * Q$

X is the monthly - consolidated basic salary

Q is the percentage of salable quantity

a-ii Additional Production Bonus - monthly

Proposed to pay based on the following production of saleable quantities.

In excess of 25 MT salable quantity will pay at Rs. 100/= per month for each additional 1.0 MT per employee during enforcement of this agreement.

**b. Chemical and Raw Material Weighing Section**

Similar to (a) Moulded products Production, sorting and Packing Section with the same 'Q' factor.

**c. Compounding**

Similar to (a) Moulded products Production, Sorting and Packing Sections with the Same 'Q' factor.

**ii. Daily Production Norms**

For Moulded Rubber Production and Calendaring Section

Daily Production Norms will be displayed in the Notice Board for the information of the employees

**iii. Employees in Sections not directly Involved in Production**

Normal Production Bonus - 8 hours  $0.0125 * X * Q$

- 10 hours  $0.0177 * X * Q$

**16. MEDICAL EXPENSES REIMBURSEMENT SCHEME**

The Medical Expenses Reimbursement Scheme in respect of employees covered and bound by this Agreement will be as follows.

The limit of reimbursement per calendar year per employee will not exceed Rs. 12,000/=, Rs. 14,000/= and Rs. 16,000/= for the years 2020, 2021 and 2022 effective during the enforcement of this agreement.

**17. SALARY ADVANCES****17.1 Festival Advance**

- i. The Company will grant an interest free Festival Advance to employees covered by this Agreement equivalent to maximum of a month's salary (rounded to the nearest Rs. 100/=) subject to the following terms and conditions.
- ii. The festival Advance may be recovered in 10 monthly installments through the payroll.
- iii. The festival Advance may be withheld for disciplinary reasons or for breach of contractual obligations
- iv. Employees shall have the option to obtain the Festival Advance in either March or December of each year.

#### 17.2 General Purpose Advance

- i. The Company will grant an interest free General Purpose Advance of Rs. 16,000/=, for the years 2020, 2021 and 2022 respectively to employees with over 5 years of service subject to the following terms and conditions.
- ii. The General Purpose Advance will be recovered in 10 monthly installments through the payroll.
- iii. The General Purpose Advance may be withheld for disciplinary reasons or for breach of contractual obligations.
- iv. The Procedure for application and grant the General Purpose Advance will be drawn up by the Management and made known to the Union.

#### 18. EXCURSION ALLOWANCE AND ADVANCE

- i. An excursion allowance of Rs. 5,000/= will be paid to each employee who has more than 1 years' service in January of each years 2020, 2021 and 2022 respectively.
- ii. In addition, each employee, who has more than 1 years' service will be paid in January of each year as excursion advance of:  
  
Rs. 5,000/= for the 1st year of this Agreement  
Rs. 5,000/= for the 2nd year of this Agreement  
Rs. 5,000/= for the 3rd year of this Agreement
- iii. The excursion advance will be recovered in 10 monthly installments from the payroll.
- iv. The excursion advance may be withheld for breach of contractual obligations.
- v. The procedure for application and grant of the excursion allowance and advance will be drawn up by the management and made know to the union.

#### 19. SUSPENSION

- i. An employee may be suspended from work without pay pending disciplinary action being taken against him on misconduct which is serious enough to warrant termination of services.
- ii. An employee may be suspended from work without pay as a punishment for misconduct, after due inquiry, for a reasonable period of time.

**20. WARNINGS**

If in the opinion of the Employer an offence warrants a warning, the same will be conveyed to the employee by a letter.

**21. RETIREMENT**

Upon reaching the age of 55 years, an employee will ipso facto retire and cease to be employed thereafter. There will be no obligation on the employer to give notice of retirement.

**22. SETTLEMENT OF DISPUTES AND TRADE UNION ACTION**

- i. During the operation of this agreement, any dispute arising from matters relating to this agreement or any dispute arising from matters not covered by this Agreement will be resolved through discussion and without resorting to any strike, go-slow, boycott, demonstration or restriction of overtime or any other form of Trade union action.
- ii. In the first instance, the Branch union will discuss the matters in dispute with the Management.
- iii. If no settlement is possible, the matters in dispute will be discussed between the parent union and the management under the aegis of the employers' Federation of Ceylon.
- iv. If all such discussions fail, the matters in dispute may be referred to the Commissioner of Labour for conciliation.
- v. If the matters in dispute are not resolved through conciliation, then the dispute may be referred to Voluntary Arbitration.
- vi. Nominating an Arbitrator and terms of reference will be agreed upon mutually by the union and the employer. If mutual agreement is not possible, the Commissioner of labour will name the Arbitrator and the terms of Reference.
- vii. Provided however, that disciplinary action taken against an employee will not be a dispute within the meaning of this sub-clause for the purpose of voluntary arbitration.
- viii. On any dispute which involves the interpretation of this Agreement, the decision of the Commissioner of labour will be final and binding on both parties.

**23. FORFEITURE OF WAGES**

Unless for good cause shown to the employer's satisfaction, an Employee fails to hold himself/herself available for work throughout the normal working hours on each working day he/she and the employer will be entitled to deduct from his/her wages for the period from the time at which such failure occurs until the time at which he is again available for work.

**24. PROFIT SHARING BONUS SCHEME**

- i. The company will allocate 10% of the pre-tax profit for the financial year for distribution among all permanent employees in the company as a "profit sharing Bonus.
- ii. Audited accounts will be accepted by both parties in determining the quantum of pretax profit each year. The financial year of the company is 1st April to 31st March.
- iii. The profit Sharing Bonus will be paid to employees in two (2) installments.

(a) an amount equivalent to one month's salary will be paid in November each year as an advance.



(b) The final net balance payment (after deducting the advance paid in (a) above) as computed in accordance with (iv) below will be made in july, by which time the audited accounts will be available.

(c) If there is no final payment due, the advance paid in (a) above will be written off and not recovered from the employees

iv The final net balance payable expressed in number of months salary will be determined as follows.

(a)  $\frac{10\% \text{ of Pre-tax profit}}{\text{Profit ratio}}$  minus 1 (one) = Number of months.

\*Av. Monthly wage bill for the financial year.

(b) \*Consolidated salary X profit Ratio = individual Profit share of employees.  
(\*Salary on which provident fund is calculated)

i. 5% of the individual profit share will be reduced for each day of absence without pay. there will be no grace period on absence. The Management reserves to itself the right to make this reduction either from the advance payment made in December or from the final payment made in April.

ii. Recipients of the Profit sharing scheme will be as follows:

(a) Permanent employees *i.e.* Manual workers (excepting Casual/Temporary employees), who have been in employment during the full financial year in respect of which the share is paid and who are in employment at the time the share is paid.

(b) Permanent employees who have been in employment for only part of the financial year in respect of which the share is paid and who are in employment at the time the share is paid. such employees will receive a share proportionate to the number of complete months in service during the financial year.

## 25. VARIATION OF TERMS & CONDITIONS OF EMPLOYMENT OR BENEFITS

In the event of any conflict or inconsistency between the matters provided for in this agreement and any pre-existing terms or practices, the terms of this agreement shall prevail during the continuance in force of this Agreement, the Union and it's memberes and the Employer shall not seek to vary, alter or add to all or any of the terms and conditions of employment.

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

#### 1. BREACHES OF COLLECTIVE AGREEMENT

If in the opinion of the employer and the Employer's Federation of Ceylon, the Union or it's members have committed a breach of the Agreement, the Union will cease to be entiled to enjoy the facilities and concessions granted in the succeeding clauses of this Part and such facilities and concessions will stand withdrawn without prejudice to the Employer's right to restore them upon such terms and conditions as it may determine.

#### 2. DUTY LEAVE

The following provisos shall apply to duty leave:

Without prejudice to the right of the Employer to refuse to grant permission, the Employer will generally grant permission for not more than three office bearers of the Union.

- (a) to be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Employer and the Union.

or

- (b) to attend inquiries before Industrial court. Arbitrations or Labour Tribunal,

- (c) to attend meetings of the parent Union on not more than two occasions per year without loss of wages for such absence.

### 3. CHECK OFF

- i. Subject to clause (1) hereof, the Employer on a written request from an employee covered and bound by this Agreement, will deduct from the wage due to such employee, the current monthly union dues to be payable monthly by the Employee to the Union.
- ii. The employer will remit the amount so deducted to the union within the month following such deduction.
- iii. Request for deduction of Union dues must be made in writing referred to as the Authorization Form, set out in the First Schedule hereto.
- iv. Every employee shall be entitled to withdraw his agreement to check-off at any time by signing and submitting the Revocation Form, set out in the second schedule.

### 4. GRIEVANCE SETTLEMENT PROCEDURE

- i. Where an employee wishes to make representation in respect of a grievance or dispute or any other matter, such employee, in the first instance, shall discuss the matter with the Factory Management.
- ii. If the matter, in the opinion of the employee, is not satisfactorily resolved, the employee together with a Representative of the Branch Union will discuss the matter with the Chief Operating Officer of the Company.
- iii. If the matter is still not resolved, the Parent Union will make representations to the Employers' Federation of Ceylon, and discuss the matter with a view to arriving at a reasonable settlement.

**THE FIRST SCHEDULE**

**AUTHORIZATION**

As I am an employee covered and bound by the Ceytra (Pvt) Limited Manual Workers' Collective agreement of 2020, I desire to avail myself of the facility for the check-off contained in the Collective Agreement to which I am eligible as a member of the INTER COMPANY EMPLOYEES 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 be made from wage next due immediately following the date hereof.

.....  
**DATE OF SIGNATURE**

.....  
**SIGNATURE OF EMPLOYEE**

.....  
**FULL NAME OF EMPLOYEE**

**THE SECOND SCHEDULE**

**REVOCATION**

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

.....  
**DATE OF SIGNATURE**

.....  
**SIGNATURE OF EMPLOYEE**

.....  
**FULL NAME OF EMPLOYEE**

.....  
**RECEIVED ON** To be filled by Employer

## ANNEXUME I

## SCHEDULE IV

## WORKING TARGETS

## Weighing room

Time	No of Bathes
08 hours	33
12 hours	49

## Compounding Section

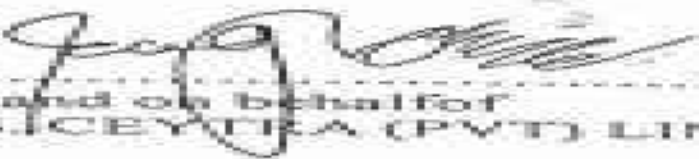
Filer Wt Kg	Milling Time (min)	No of Batch (12hrs)
0.000 - 1.000	20	36
1.001 - 2.500	22	32
2.501 - 3.500	27	26
3.501 - 7.500	28	25
7.501 - 12.500	30	24
12.500 - Above	40	18

Above target (12hrs) +20min + 01 batch increased

## Compounds Mixing Targets

Compounds containing Calcium ( $\text{CaCO}_3$ ) compounds mixing targets increased by 5%

- 1) Local crepe
- 2) Local multi colour
- 3) Pallert strap
- 4) Hose over flow
- 5) Door stopper
- 6) Busan band
- 7) Arpico band
- 8) etc.

  
For and on behalf of  
M/S. CEYTRIA (PVT) LIMITED

Name: Sugath Edirisinghe

Designation: General Manager

Witness to the Signature

Signature:



Name: R. D. A. Gunawardena

Designation: Assistant

07-710

My No: CI/1795

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Finlays Colombo Limited, No. 186, Vauxhall Street, Colombo 02 of the one part and the Food, Beverages and Tobacco Industries Employees Union, No. 513-1/2, Elvitigala Mawatha, Colombo 05 of the other part on 24th January 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
30th day of April, 2021.

**Collective Agreement No. 10 of 2020**

**CLERICAL, SUPERVISORY AND ALLIED STAFF  
COLLECTIVE AGREEMENT**

BETWEEN

**FINLAYS COLOMBO LIMITED**

This Collective Agreement made this 24th day of January Two Thousand and Twenty pursuant to the Industrial Disputes Act between FINLAYS COLOMBO LIMITED, a company duly registered under the Provisions of the Companies Act and having its registered office at No. 186, Vauxhall Street, Colombo 02, (hereinafter referred to as "the Employer") of the ONE PART and FOOD BEVERAGES AND TOBACCO INDUSTRIES EMPLOYEES UNION, a trade union duly registered under the provisions of the Trade Unions Ordinance and having its registered office at No. 513 2/1, Elvitigala Mawatha, Colombo 5 (hereinafter referred to as "the Union") of the OTHER PART witnesseth and it is hereby agreed between the parties as follows:

AND

**FOOD, BEVERAGES AND TOBACCO INDUSTRIES EMPLOYEES UNION,  
2020 - 2022**

**TITLE :**

This Agreement shall be known and referred to as Finlays Colombo Limited Clerical, Supervisory and allied staff collective agreement of 2020 and will supersede all previous Collective Agreement signed between the company and the union or any other unions including " The clerical, supervisory and allied staff collective agreement of 2017 signed with the food, beverages and Tobacco Industries on Mercantile, Industrial 31st day of March, 2017.

Part I

**CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT  
AND MATTERS INCIDENTAL THERETO OR CONNECTED THEREWITH**

**1. PERSONS COVERED AND BOUND**

This agreement shall subject as hereinafter provided, bind the Employer, the Union and all employees as set out in clause 2 below and who are members of the union.

**2. EMPLOYEES TO BE COVERED AND BOUND**

- i. all clerical, Supervisory and Allied Staff
- ii. Such Technical, sales and allied staff as at the 31st day of March Two Thousand and Seventeen were covered by the Clerical, Supervisory and allied Staff Collective Agreement of 2017 only to the extent that they were covered thereby, and
- iii. Such Technical, Sales and allied staff in respect of those provisions of this Agreement and upon and subject to such other terms and conditions as may be mutually agreed between the parties after the date hereof who are members of the Union and who are employed by the Employer, save and except-

- (a) Staff holding executive or managerial positions,  
or  
(b) Staff employed in manual work who are not expressly covered by this Agreement.

### 3. DATE OF OPERATION AND DURATION

This Agreement shall be effective as from the First Day of January Two Thousand and Twenty and shall thereafter continue 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 Thirtieth day of November Two Thousand and Twenty Two. Provided further that in the event of a reduction in the par value of the Sri Lanka Rupee under any provision of law, either party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.

### 4. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

- i. The terms and conditions of this Agreement shall from the date hereof and during the continuance in force of this Agreement, be deemed to be included in all the contracts of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contracts of service by written or oral, which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement.
- ii. (a) The Union and its members who are 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 or add to all or any of the items and conditions of the employment presently applicable to any of the employees covered by 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.  
  
(b) Subject to the terms of this Collective Agreement, the Employer agrees that it shall not seek to vary 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 and of the employees covered and bound by this Agreement other than by mutual agreement.  
  
(c) Any dispute or difference arising from negotiation under provisions of sub clause (a) or (b) 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.
- iii. Where existing terms and conditions of employment of an employee covered and bound by this Agreement are more favourable than the terms and conditions provided for in this Agreement then nothing in this Agreement shall in any way effect or prejudice such existing terms and conditions of employment and such terms and conditions of employment shall continue to exist notwithstanding anything to the contrary contained herein.
- iv. Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favourable than those to which he would be entitled under this Agreement, nothing in this Agreement shall be deemed or construed to authorize or permit the Employer to withhold, restrict or terminate such rights or privileges.

### 5. HOURS OF WORK

The normal working hours shall, during the continuance in force of this Agreement, be those hours which are customarily worked at a store, factory, mill or job in the establishment of the Employer.

**6. OVERTIME**

- i. Any work which is performed in excess of normal working hours shall be remunerated at one and one half ( $1\frac{1}{2}$ ) times the normal hourly rate.
- ii. Where it appears that in any establishment of an Employer an Employee on being asked to work overtime, other than on a weekly holiday, is likely to work overtime for a period of more than two (2) hours after the normal working hours, the Employee shall be entitled to an interval of not less than thirty (30) minutes at the end of such normal working hours before commencing overtime work.

**7. WEEKLY HOLIDAYS**

Subject to clause 10 part I hereof the following provisions shall govern weekly holidays:

- i. Subject to sub-clause (iii) hereof the weekly holidays prescribed by the Act shall be the weekly half holiday and the weekly full holiday as defined in Part III hereof.
- ii. Work performed on not more than two such weekly holidays in any one calendar month May, at the instance of the Employer and with the consent of the Employee, be paid for in the manner set out hereunder and the Employee on being paid in the manner set out hereunder shall not be entitled to a half holiday or a full holiday as the case maybe in lieu.
  - (a) For any work performed after the normal closing time up to 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (b) For any work performed after 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
  - (c) In addition to the remuneration payable under paragraph (a) above or paragraphs (a) and (b) above, the Employee's shall be paid the equivalent of the Employee's salary for one half day.
  - (d) For any work performed under and up to four (4) hours before 1.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth ( $1/30$ th) of the Employee's monthly salary.
  - (e) For any work performed under and up to four (4) hours and up to eight (8) hours before 5.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth ( $1/30$ th) of the Employee's monthly salary in respect of the excess hours.
  - (f) For any work performed in excess of eight (8) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.
  - (g) In addition to the remuneration payable under paragraph (d), or paragraph (d) and (e) or paragraph (d), (e) and (f) above, the Employee shall be paid the equivalent of the Employee's salary for one day.
- iii. Where an Employee has performed work on not more than two weekly holidays in any one calendar month and has been paid for such work in the manner set out in the preceding sub-clause, then in respect



of work performed on any further weekly holidays in the same calendar month the Employee shall be remunerated in the manner set out hereunder and shall be entitled to and allowed a half holiday and / or a full holiday in lieu of the weekly half holiday and/ or the weekly full holiday as the case may be :-

- (a) For any work performed after the normal closing time up to 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at double the normal hourly rate for each hour or proportionately for any fraction of an hour.
- (b) For any work performed after 5.00 p.m. on the weekly half holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour.
- (c) For any work performed under and up to four (4) hours before 1.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary.
- (d) For any work performed in excess of four (4) hours and up to eight (8) hours before 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.
- (e) For any work performed in excess of eight (8) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.

## 8. CASUAL LEAVE

Leave for private business or for any other reason whatsoever, including ill- health if an Employee's entitlement of sick leave has been fully utilized, shall be allowed in accordance with the Employee's entitlement under the Act up to a maximum of seven (7) days in each year of employment whereof not more than two (2) days at any one time shall be taken, save upon the grounds of ill-health. Such leave shall be known as Casual Leave and shall be additional to all other holidays and leave provisions but an Employee shall not be entitled to take such Casual Leave preceding or following any period of Annual Leave, Casual Leave shall normally be granted on request without the Employee being required to state the reason for the request. Where the 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 or not it is reasonable in the circumstances to grant the leave.

## 9. STATUTORY AND CUSTOMARY HOLIDAYS

Subject to Clause 10 of Part I hereof, the following provisions shall govern statutory and customary holidays-

- (i). The following holidays shall be allowed each year as paid holidays:

New Year's Day  
Thai Pongal Festival Day  
Independence Day  
Sinhala & Tamil New Year (Two Days)  
Good Friday  
Holy Saturday (Half Day)  
May Day  
The Day following Wesak  
Prophet Mohammed's B'day  
Christmas Eve (Half day)  
Christmas Day  
Boxing Day

(iii).

- (a) If any of the above days is a statutory holiday and if it falls on a weekly half holiday, an additional half day shall be granted on the working day immediately preceding it; and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in six (6) days preceding or in the six (6) days succeeding such weekly full holiday. No substitute holiday shall be allowed for any day specified above which is not a statutory holiday, if such day falls on a weekly half holiday or a weekly full holiday.
- (b) If any of the above days is a statutory holiday and some other day not specified above is declared a statutory holiday in substitution for such day, then such day shall be treated as a normal working day.

iv. Muslim Employees shall normally on application be granted leave on the day following the end of Ramazan and on the Hadji Festival Day; and Hindu Employees shall normally on application be granted leave on the Deepavali Festival Day; and such leave shall be set off against any paid leave entitlement or if all such paid leave entitlement for that year shall be exhausted, such leave may be granted as an un-paid holiday.

v. (a) Where the Employer requires an Employee to work during either of the half holidays set out in sub clause (i) hereof (i.e after the normal working hours for that day) the Employer shall pay the Employee either-

- (i) on the basis set out in paragraphs (a), (b), and (c) of Clause 7(ii) of Part I hereof and the Employee shall not be entitled to a half holiday in lieu.

or

- (ii) on the basis set out in paragraphs (a) and (b) of Clause 7(iii) of Part I hereof and the Employee shall be entitled to and allowed a half holiday in lieu.

(b) Where the Employer requires an Employee to work on any of the holidays set out in sub clause (i) hereof and provided that if such holiday is a statutory holiday the Commissioner of Labour has given his permission for the Employee to work on such holiday, the Employer shall pay the Employee either-

- (i) on the basis set out in paragraphs (d), (e), (f) and (g) of Clause 7(ii) of Part I hereof and the Employee shall not be entitled to a half holiday in lieu.

or

- (ii) on the basis set out in paragraphs (c),(d) and (e) of Clause 7(iii) of Part I hereof and the Employee shall be entitled to and allowed a half holiday in lieu.

v. **An Employer may discuss with the Union the possibility of removing one or more of the customary holidays on terms which may be mutually agreed to by the parties.**

## 10. SUPERVISORY STAFF

The provisions of Clauses 7 and 9 of Part I hereof regarding weekly holidays and statutory and customary holidays shall not apply to Storekeepers, Assistant Storekeepers, Overseers, Foremen and other like or similar categories whose work involves the supervision of staff employed in manual work (hereinafter referred to as "supervisory staff") but in respect of such supervisory staff the following provisions shall apply:-

(I) **Weekly half holiday** : For any work performed in excess of the normal working hours on the weekly half holiday, the Employee shall be remunerated at one and a half (1 1/2) times the normal hourly rate and such Employee shall not be entitled to any holiday in lieu for any overtime work so performed on a weekly half holiday.

(II) **Weekly full holiday** : For any work performed on the weekly full holiday the Employee shall be remunerated as follows:-

(a) (i) For any work performed under and up to four (4) hours before 1.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.

(ii) For any work performed in excess of four (4) hours and up to eight (8) hours before 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.

(iii) In respect of any work performed in excess of eight (8) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour of such excess.

(iv) In addition to the remuneration payable under paragraph (i) above or paragraphs (i) and (ii) or paragraphs (i), (ii) and (iii) above, the Employee shall be paid the equivalent of the Employee's salary for one (1) day.

Where any work is performed on the weekly full holiday and the Employee is remunerated in the manner set out above, the Employee shall be entitled to any holiday in lieu.

or

(b) (i) For any work performed under and up to four (4) hours before 1.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary.

(ii) For any work performed in excess of four (4) hours up to eight (8) hours before 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at one thirtieth (1/30th) of the Employee's monthly salary in respect of the excess hours.

(iii) In respect of any work performed in excess of eight (8) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration at treble the normal hourly rate for each hour or proportionately for any fraction of an hour in respect of such excess.

Where any work is performed on the weekly full holiday and the Employee is remunerated in the manner set out above, the Employee shall be entitled to and allowed a holiday in lieu.

(III) **Statutory and Customary holiday** : Supervisory staff shall be entitled to such Statutory and Customary Holidays as they have hitherto enjoyed prior to the coming into force of this Agreement notwithstanding anything to the contrary contained in this Agreement and for any work performed on such Statutory or Customary Holidays the Supervisory Staff shall continue to be remunerated in the manner in which they were remunerated prior to the coming into force of this Agreement notwithstanding anything to the contrary contained in this Agreement. Provided however that the Supervisory Staff shall have the same holidays as may from time to time be enjoyed by the staff employed in manual work supervised by such supervisory staff and that the total of such holidays shall not be less than the total of the Statutory and Customary Holidays enjoyed by the Supervisory Staff as at the date hereof.

- (IV) Nothing in this Agreement shall be construed in any way as bringing the Supervisory staff within the provisions of the Act.

## 11. ANNUAL HOLIDAYS

Annual holidays shall be as prescribed by the Act and an Employee may opt to set off absence due to ill health in excess of the entitlement provided under Clause 12 of Part I hereof against his annual leave entitlement.

## 12. SICK LEAVE

- (i) An Employee shall be entitled to not less than Twenty One (21) days leave, exclusive of weekly or other holidays, in any year in case of sickness, on full pay, subject to the conditions in sub-clause (ii) hereof.

- (ii) The Employer will be entitled to refuse to grant pay for any days of absence of grounds of sickness not supported by a certificate from a Registered Medical Practitioner:

- (a) Where such period of absence exceeds two (2) days,

or

- (b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of ten (10) days in any one year and the Employer has reasonable cause for suspicion of the bona fides of the application of the Employee.

or

- (c) where the absence of the Employee on grounds of sickness immediately follows or precedes any holiday allowed under Clauses 8, 9 and 11 of Part I hereof.

Provided further that any Employee who has abused the concession conferred by paragraph (a) above shall be liable to forfeit the same and the Employer may by Agreement with the Union accordingly withdraw such concession.

- (iii) An Employee who takes less than Twenty One (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 subject to the following provisions:-

- (a) In no case shall the entitlement to sick leave on full pay in any one year by reason of such accumulation of sick leave entitlement exceed ninety (90) days.

- (b) The accumulated sick leave which an Employee is entitled to take in terms of sub clause (iii) (a) hereof may be availed of on account of prolonged illness, hospitalisation, infectious disease or similar circumstances, but shall not be used for casual illness.

- (c) An Employee who avails himself of accumulated sick leave in any year shall support such absence with a certificate from a Registered Medical Practitioner unless this requirement is waived by the Employer.

- (d) An Employee who is entitled to accumulated sick leave in terms of this sub clause iii (b) before utilising his/her 21 days sick leave in respect of the year in which he/she wished to avail himself of the sick leave, if he has not already utilised such 21 days leave.

### **13. SALARIES**

The salaries of all employees who were in employment as at 1<sup>st</sup> January 2020 and continue to be in employment as at the date of signing of this Agreement shall be revised as follows:

- (i) A sum equivalent to 8% of the salary of an employee as at 31<sup>st</sup> December 2019 shall be added to the salary with effect from 1<sup>st</sup> January 2020.
- (ii) Thereafter, a sum of Rs. 1,000/- will be consolidated into the salary of the employee with effect from 1<sup>st</sup> January 2020.
- (iii) A sum equivalent to 7% of the salary of an employee as at 31<sup>st</sup> December 2020 shall be added to the salary of an employee with effect from 1<sup>st</sup> January 2021.
- (iv) Thereafter, a sum of Rs. 1000/- will be consolidated to the salary of an employee with effect from 1<sup>st</sup> January 2020.
- (v) A sum equivalent to 6% of the salary of an employee as at 31<sup>st</sup> December 2021 shall be added to the salary of an employee with effect from 1<sup>st</sup> January 2022.
- (vi) Thereafter a sum of Rs. 1000/- will be consolidated into the salary of the employees with effect from 1<sup>st</sup> January 2022.

### **16. The salary ranges and increments applicable to the different categories of employees covered and bound by this Agreement will be as follows:**

Minor Staff - Rs 14,000/- to 26,000/-	Minimum increment of Rs 250/- going up to Rs 450/-
Grade 1 - Rs 14,250/- to 28,500/-	Minimum increment of Rs 350/- going up to Rs 650/-
Grade 2 - Rs 14,500/- to 30,000/-	Minimum increment of Rs 400/- going up to Rs 700/-
Higher Grade - Rs 15,000/- to 32,000/-	Minimum increment of Rs 475/- going up to Rs 750/-
Special Grade - Rs 15,500/- to 34,000/-	Minimum increment of Rs 550/- going up to Rs 850/-

### **15. SALARIES FOR PERIODS LESS THAN ONE MONTH**

For the purpose of this Agreement salaries of any Employee for periods less than one month shall be computed in the manner following:

- (a) For one hour - the salary for a month divided by two hundred and forty (240);
- (b) For one day - the salary for a month divided by thirty (30);
- (c) For one half day (either morning or afternoon) - a day's salary ascertained as above divided by two (2);
- (d) For one week - a day's salary ascertained as above multiplied by seven (7)

### **16. PROVIDENT FUND**

- (I) The Employer and Employee shall contribute to the Mercantile Services Provident Society at rates Prescribed by the Employees' Provident Fund Act No. 15 of 1958.

- (II) Subject to the provisions of the Employees' Trust Fund Act, No. 46 of 1980, where the employer and an 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.

## 17. BONUS

- (i) Without prejudice to existing bonus schemes, Employer will continue to pay ex-gratia to Employees bonuses which will not be less than the quantum of bonus payment paid to them in accordance with prevailing practice prior to the First Day of January, Two Thousand and Twenty. If the Employer finds it necessary, in his discretion, to reduce the quantum of bonus payments in respect of any year, the Branch Union in the establishment of the Employer concerned may canvass the question of the reduction with the Employer. If the Branch Union is not satisfied by the Employer in the matter, the Union may pursue the matter with the Federation. Thereupon, the Federation will consider the matter and advise the Employer in such manner as the Federation deems fit in the circumstances. If the Union is not satisfied in regard to the quantum of bonus payments finally decided by the Employer in the light of the advice given by the Federation, the Union will not pursue the matter further by any form of trade union action or otherwise during the pendency of this Agreement.
- (ii) Payment of bonus higher than the quantum of bonus payments in the past will be in the sole discretion of the Employer, and the payment of such higher bonus shall not be subject to any dispute.
- (iii) The provisions of sub clauses (i) and (ii) above will *Multatis mutandis* apply to existing bonus schemes.
- (iv) The Employer and the Union reserve the right to review the provisions of this clause in the event of profit sharing or Employee participation in profits becoming compulsory by virtue of any law. Any dispute arising there from shall be dealt with as provided in clause 26(i) of Part I hereof.

## 18. PROMOTIONS :

- (i) The following shall be the principles which will guide the Employer on the question of promotion.
- (a) 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.
- (b) An Employee in Grade I in the Clerical or Supervisory Staff will normally be promoted to Grade II either before or after completing a maximum period of 7 years service in Grade 1 unless his work is of a mechanical or routine nature not involving a degree of skill or responsibility or unless his inefficiency has been established after due inquiry as provided in Clause 23 of Part I hereof.
- (c) Promotion of Clerical and Supervisory from Grade II to the Higher Grade will depend on vacancies and Employees who have shown the necessary capacity will be eligible for promotion to the Higher Grade.
- (d) Promotion of Clerical and Supervisory Staff to the Special Grade will be from the Higher Grade and will depend on merit.
- (ii) The number of Employees in the Higher or special Grade of the Clerical and Supervisory Staff of any establishment will be determined having regard, *inter alia*, to -

- (a) the nature of the undertaking;
  - (b) the strength of the work force;
  - (c) the work involved in a post; and
  - (d) the merit of the Employees available for promotion
- (iii) Where an Employee is promoted at the normal incremental date from one grade to another, such Employee shall receive a salary not less than that which he would have received had he remained in the grade from which he is promoted. But where an Employee is promoted on a date other than the normal incremental date, such Employee shall be placed at a salary point in the higher grade which will give him a salary not less than that which he would have received if he had remained in the grade from which he is promoted. Provided however, that if an Employee is standing at the end of a grade when he is promoted to the next grade, such Employee may be placed at any point in the higher grade to which he is promoted which will give him a higher salary than the maximim salary in the grade from which he is promoted.

## 19. TRANSFERS

- (i) Where it is a term of employment either express or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will not be entitled to any additional remuneration if, in consequence of a transfer from one locality to another, there is an increase in the number of hours of work.
- (ii) Where it is not a term of employment either expressed or implied that an Employee is liable to be transferred from one locality of an establishment to another, such Employee will be entitled to receive and the Employer shall be liable to pay additional remuneration in order to compensate for any increase in the number of hours of work arising from a transfer from one locality of an establishment to another. The amount of such additional remuneration, which will depend on the extent to which the hours of work have been increased, shall be mutually agreed upon between the Employer and Employee is re-transferred to the locality in which he was previously employed and/or the additional remuneration granted to him shall be withdrawn with effect from the date of such re-transfer or restoration.
- (iii) Where it is not a term of employment either expressed or implied that an Employee is liable to be transferred from one locality of an establishment to another and the transfer of such an Employee will cause him substantial demestic disorganization such as may arise in consequence of a transfer from one station to another such transfer shall be effected of mutual consent between the Employer and such Employee even if:-
  - (a) such transfer will not involve a change in the number of hours of work, or
  - (b) he is offered additionla remuneration in terms of sub-clause

(ii) above
- (iv) Nothing in the preceding sub-clauses of this Clause shall prejudice the right of an Employee to make representation to the Employer against any order of transfer. If the Employer requires an Employee to comply with an order of transfer not with standing such representaions, the Employee shall comply with the order of transfer but without prejudice to the right of an Employee to make representations to the Employer against any order of transfer. If the Employer requires an Employee to comply with the order of transfer not with standing such representations, the Employee shall comply with the order of transfer but without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such transfer with the Employer thereafter as provided in this Agreement.

- (v) If the Executive Committee of the Union considers that any order of transfer of an Employee by an Employer is calculated to threaten or undermine the existence or the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the Union, the Union shall notify the Employer and the Federation thereof in writing and may, if in the opinion of the Executive Committee of the circumstances so warrant, instruct the Employee to refrain from complying with the order of transfer pending settlement of the dispute as provided in this Agreement. If the Union instruct the Employee to refrain from complying with the order of transfer as aforesaid, the Union shall notify the Employer shall be entitled to suspend the Employee immediately without pay. Provided however, that if the Employer subsequently agrees or if an Arbitrator holds that the order of transfer was justified, the Employee shall comply with the order of transfer and he shall not be entitled to his salary for the period of suspension. The refusal of an Employee to comply with an order of transfer or instructions from the Union after the union notifying the Employer and the Federation as aforementioned shall not be deemed to be an act of insubordination by the Employee and the employee shall not be liable to disciplinary action by the Employer for such refusal.

## 20. CARRYING OUT EMPLOYER'S INSTRUCTIONS AS DUTIES

- (i) If an Employee considers that any duty which he is required to perform by the Employer does not fall within the scope of his employment under the Employer, the employee shall be entitled to bring such matter 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 instructions in writing.
- (ii) If the Employer gives the Employee such instructions in writing, the Employee shall carry out the same but without prejudice to the right of the Employee of the Branch Union on his behalf to dispute such matter with the Employer thereafter as provided in this Agreement.
- (iii) 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 Employer shall have no right of action against the Employee.
- (iv) 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 without prejudice to the right of the Employee or the Branch Union or the Union on his behalf to dispute such suspension or such disciplinary action as may be taken against the Employee as provided in this Agreement.

## 21. SUSPENSION

- (i) An employee may, subject as hereafter provided, be suspended without pay by the Employer :-
- (a) pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges relate to :
- (I) fraud, theft, misappropriation or a like offence by the Employee in the course of his 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, that 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 underivable or to be prejudicial to the proper investigation of the charges of the Employer carrying on his business;



- (b) as a punishment for misconduct for a period not exceeding seven (7) working days, after due inquiry;
  - (c) if an Employee refrains from complying with any order of transfer in terms of Clause 19 of Part I hereof or fails to carry out the Employer's written instructions in terms of Clause 20 of part I hereof.
- (ii) At the time of suspension or within twenty four (24) hours thereof, the Employer shall provide the Employee with a written order or suspension specifying the reasons for such suspension.
- (iii) Nothing in the preceding sub-clause shall prejudice the right of an Employees or a Branch Union of the Union on his behalf to dispute an order of suspension thereafter as provided in this Agreement.

## 22. PROBATION

- (i) Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months. Provided however that if at the expiry of 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) and in that event the Employer shall indicated to the Employee in writing the reasons why the probationary period has been further extended. During the period of probation or extended probation, the Employer shall have the right to terminate the services of the Employee without notice.

## 23. DISCIPLINARY ACTION

Where the Employer proposes to proceed against an Employee then -

- (i) irrespective of whether an Employee has been suspended under Clause 21(i) of Part I 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 five (5) clear working days in which to give the answer or explanation to the charges preferred.
- (ii) Within five (5) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation too the charges preferred against such Employee. Provided however, that if in the circumstnaces 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.
- (iii) If the Employer is satisfied with the writtten answer or explanation of the Employee, the Employee shall, if he is under suspension, forthwith be reinstated and shall be paid all emoluments and entitlements due during the period of such suspension.
- (iv) 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 fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (v) 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 an Employer fails to make an order, expect for reasond 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.

- (vi) 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 21(i) (b) hereof, be paid all emoluments and entitlements due during the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the finding 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 charged 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.
- (vii) 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 day of the Employee's suspension the Employee shall be entitled to half his normal remuneration for the period of thirty (30) working days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) working days up to 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.
- (viii) 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
- (vi) hereof within ninety (90) days of the date of suspension of the Employee, unless he 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 Federation and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- (xi) The Employer shall not be required to hold an inquiry as referred to in sub-clause (iv) and (v) hereof where the Employer proposed to warn an Employee or where the Employee admits to the charge or 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 fourteen (14) working days after receipt of the Employee's explanation shall not be material or relevant.

## 24. 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 Employee.

## 25. TRADE UNION ACTION

- (i) The Union hereby undertakes 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 during the currency of this Agreement and hereby expressly undertakes, subject to Clause 26(iv)(d) of part I hereof, not to engage in a strike or other form of trade union action in respect of a dispute but will have such dispute settled in accordance with the procedure set out in Clause 26 of Part I hereof.
- (ii) In case the Union decides to call for a general stoppage of work by its members in establishment of the employer on any matter not covered by this Agreement, the Union will give written notice to the employer in whose establishment the work stoppage is to take place, and will give its reasons therefor. The Union will give at least one week's notice to the employer of the date of the stoppage, or even longer notice between the date of the Union's decision to call for a general stoppage of work and the date fixed for the stoppage, in the circumstances in which such a stoppage may be decided upon. in such case the Union will also instruct its Branch Union to exempt an agreed numbers of members from the work stoppage, in order to provide the employer on a written request made by the employer, with a skeleton staff, in order to maintain essential services.

## 26. DISPUTES PROCEDURE

Save and except any difference arising out of bonus which shall be dealt with as provided in Clause 17 of part I hereof, it is hereby agreed that the procedure to be followed for the settlement of a dispute shall be as set out in sub-clause (I) or (ii) hereof.

- (i)
  - (a) Where a dispute is between an employee and the employer, the employee shall, in the first instance, raise the matter through such employee's Branch Union with the employer and both parties shall endeavour to effect an amicable settlement. Provided, however, that if the exigencies of the circumstances warrant the Union acting immediately in accordance with the succeeding paragraph (b) it shall not be necessary for the employee" Branch Union to raise the matter as herein provided before the Union acts under the succeeding paragraph (b)
  - (b) In the event of a dispute not being settled under paragraph (a) above, or in the case of a dispute between the branch Union and the employer, the Union may, if it so desires, raise the matter with the Federation and thereupon all steps shall be taken that may be reasonable by the Union and the federation for an amicable settlement of the matter in dispute utilising if desired, the good offices of the Conciliation Division of the Department of Labour.
  - (c) In the event of a dispute not being resolved or settled under the preceding paragraphs (a) or (b), the parties shall agree a statement of the matters in dispute and such matter shall be referred to an Arbitrator or Arbitrators under section 3(I)(d) of the Industrial Disputes Act for settlement by arbitration, or by mutual agreement decide on a reference to a qualified mediator or body of mediators, if and when it may be feasible. provided however that should the parties fail to agree on a statement of the issue of the dispute for purposes of arbitration, each party shall furnish the Commissioner of Labour with a statement setting out the issues in dispute and thereafter the Commissioner of Labour shall set out the issues in dispute to be referred to the Arbitrator or Arbitrators.
- (ii)
  - (a) The Union may notify the Federation in writing with a statement of the matter in dispute that such dispute should be dealt with under the sub-clause. As soon as possible after such notification by the Union to the federation, a Special Disputes Committee of the Federation shall endeavour to settle the dispute. if no settlement is effected within seven (7) days from the date of the Union notifying the federation, the dispute shall, as soon as possible, be referred the Commissioner

of labour for settlement by arbitration as provided in sub-clause (i)(c) above, or if the union or the Employer so requests, the dispute shall be referred immediately to a Special Arbitrator for settlement by arbitration.

- (b) If a dispute arising from the dismissal or discharge of an Employee by the Employer is referred to a Special Arbitrator as aforesaid and he is unable to make an award within twenty one (21) days of the date of receipt of the reference, the Special Arbitrator shall be competent, but not bound, either of his own motion or at the instance of the Union, to make an interim award after duly considering all the relevant facts and circumstances for his failure to make an award within twenty one (21) days of the date of reference, directing the Employer to pay the Employee a sum not exceeding the equivalent of one half of the Employee's normal remuneration for the first thirty (30) days from the date of cessation of employment and for such period thereafter but not later than the date of the award on the reference a sum not exceeding the equivalent of the employee's full remuneration. The parties shall be bound by and comply with the terms of any such interim award.
- (iii) Subject to sub-clause (iv) hereof, the procedure for the settlement of a dispute shall be as set out in sub-clause (i) hereof.
- (iv) The procedure for the settlement of a dispute in respect of the matters enumerated in the succeeding paragraphs (a), (b) or (c) shall, subject to the succeeding paragraph (d), be as set out in sub-clause (ii) (a) hereof.
  - (a) A dispute in connection with the interpretation or implementation of this Agreement arising from an Act of the Employer, which in the opinion the Executive Committee of the Union is calculated to threaten or undermine the existence or the legitimate activities of the Union.
  - (b) A dispute not connected with the interpretation or implementation of this Agreement arising 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 of the legitimate activities of the Union or its members or is grossly unfair or seriously detrimental to the interests of the union or its members. provided however that the disputes shall be referred to an arbitrator or arbitrators under the Industrial Disputes Act or to a Special Arbitrator as the case may be, if no settlement is effected within seven (7) days from the date of the Union notifying the Federation in terms of sub-clause (ii)(a) hereof, only if the Union so desire.
  - (c) A dispute arising from the dismissal or discharge of an Employee by the employer on disciplinary grounds, which dismissal or discharge is in the opinion of the Executive Committee of the Union vindictive or in bad faith and is calculated to threaten or undermine the existence or the legitimate activities of the Union. Provided however that the dispute shall be referred to an Arbitrator or Arbitrators under the industrial Disputes Act or to a special Arbitrator as the case may be, if no settlement is effected within seven (7) days from the date of the Union notifying the Federation in terms of sub-clause (ii)(a) hereof, only if the Union so desires.
  - (d) If the Union does not, however, desire to refer a dispute for settlement by arbitration under the provisions of the preceding paragraphs (b) or (c), the union reserves to itself the right to engage in or authorise a strike or other form of trade Union action and the Employer reserves the right to take such steps as it may deem fit in the circumstances.
- (v) (a) In respect of a dispute arising between the parties hereto where Arbitrations is provided for under this Agreement, it is agreed that the parties to the dispute shall determine at the date thereof whether the dispute shall be settled by Arbitration by one Arbitrator or three Arbitrators. provided

however that disputes arising over dismissals shall normally be referred to one Arbitrator and disputes arising over the proper interpretation or implementation of this Agreement if involving matters of principle or matters of general importance shall normally, if possible, be referred to a panel of not less than three Arbitrators.

- (b) For the purposes of this Agreement, an Arbitrator or Special Arbitrator shall be jointly selected by the parties. if the parties fail to agree on an arbitrator or Special Arbitrator, he shall be selected by the Commissioner of labour.
- (c) Where a Dispute over a dismissal has been referred for settlement by Arbitration under the provisions of this Agreement and the award contains a finding that the dismissal of the Employee by the Employer was not justified, then it is hereby agreed between the parties that normally in such a case the Arbitrator or Special Arbitrator shall order that the Employee shall be reinstated in his employment with the Employer and it is hereby further agreed that in any such aribtrator the aribtrator or the special Arbitrator shall take note of this paragraph in making any such award.
- (d) A special Arbitrator shall be competent, but no bound, to make order in his award as to the manner in which the costs of the Arbitrator excluding the legal expenses of either party shall be borne by the parties.
- (e) An award of an Arbitrator or special Arbitrator made as herein provided shall be final and binding on the parties hereto.
- (f) (i) Where the union seeks to settle a dispute by Arbitrator as provided for in this clause, such request for aribtrator shall be communicated to the federation withing six months calculated from the date on which negotiations fail.  
(ii) Either party shall be entitled at any stage to inform the other that negotiations have failed.  
(iii) The Employer shall not be under any obligation to refer to aribtrator any dispute where the request for Arbitrator is not made within the period of six months specified in this sub-clause.
- (g) (i) Where the union seeks to settle a dispute relating to the termination of the services of an Employee by Arbitration as provided for in this clause, such termination should have been disputed by the Employee with Employer, or by the Branch Union with the Employer, or by the Union with the Employer, or by the Union with the employer within three (3) months of the date of termination.  
(ii) The Employer shall not be under any obligation to refer to Arbitration a dispute relating to the termination of the services of an Employee where it has not been disputed as aforementioned within the period ot three (3) months from the date of termination of services.  
(iii) The date of termination for the purposes of this sub-clause shall be the date on which the written communication is sent to the Employee terminating his services and not the date on which the termination of services takes effect under clause 23(vi)(b) hereof.

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 23 of part I hereof 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 another member of the Union (hereinafter referred to as "an observer") to be present as an observer without loss of salary 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 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.
- (c) An observer may answer any questions 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 therefrom and an observer shall forthwith comply with such requirement.
- (vi) 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 thereto, nor the findings pursuant thereto.

**2. UNION MEETINGS**

- (i) The following provisions shall apply to meetings of Branch Unions.
  - (a) In respect of each meeting which a 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 decided to grant permission the Employer shall be Entitled to impose, inter alia, one or more of the undernoted conditions.
- (i) That no person other than an Employee of the Company 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 is caused in the course of or in connection with a meeting of the Branch 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.
- (i) The following provisions shall apply to meetings of the general council of the Union.
  - (a) 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 to a member of the general council of the union in order to attend a meeting of the General Council, to leave office not earlier than 3 o'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 (48) 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 in whose service there are members of the General Council of the Union with a list of such members and keep the Employer informed of all changes therein which may be made from time to time.
- (ii) The provisions of the preceding sub-clauses (i) and (ii) shall be in derogation of any existing concessions or facilities granted by the Employer to the Branch Union regarding Union Meetings.

## 2. DUTY LEAVE

- (i) The 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 Branch Union.

  - (a) to be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Branch Union and the Employer, or.
  - (c) To attend inquiries before Industrial Courts, Arbitrators or labour Tribunals without loss of salary for such absence.
- (ii) The Employer will in his 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 leave, customary or statutory holidays which he wishes to utilise for the purpose.

## 4. CHECK OFF

- (i) (a) In this clause "Employer" shall mean the Employer bound by this Agreement and in whose establishment the membership of the Union is not less than forty per centum (40%) of the persons employed by him in the categories covered and bound by this Agreement.
- (b) If, for the purpose of this sub-clause, it becomes necessary to decide the question whether in the establishment of the Employer bound by this agreement the membership of the union is not less than forty per centum (40%) of the persons employed by him in the categories covered by this agreement, the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the parties hereto and the Employer.

- (ii) The Employer shall on the written request of an Employee deduct from the pay due to such Employee the current monthly union dues as are specified by the Employee to be payable 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.
- (iii) every Employee who agrees to the deduction of Union dues from his pay shall sign a statement to the effect in the form set out in form No.1 in the fourth schedule hereto and hereinafter referred to as "an authorisation".
- (iv) every Employee shall be entitled to withdraw his agreement to check-off at any time by signing a statement of that effect in the form set out in form No.2 in the fourth schedule hereto and hereinafter referred to as "a revocation".
- (v) No variation in the monthly deductions by way of check-off shall be made by the Employer except by mutual agreement with the Union and Employee concerned. in the event of any variation being agreed, each Employee will need to signify his agreement to the revised amount being deducted by way of check-off. by signing a fresh authorization to that effect in the form set out in form no.3 in the fourth schedule hereto.
- (vi) Entrance or readmission fees or special levies authorized by the union's constitution or contributions to the Union's political fund shall not be deducted by way of check-off.
- (vii) (a) as far as practicable, deductions under an authorization shall commence from the pay due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is canceled by a revocation.  
(b) as far as practicable, deductions under an authorization shall cease from the date of receipt of revocation canceling such authorization. provided however.  
  
that the Employer shall not be liable in any manner whatsoever to the union or the Employee concerned for failure to comply with paragraphs (a) or (b) above, that, in his discretion, the Employer shall be entitled not to make deductions by way of check-off in any month if the deduction by way of check-off will together with all other deductions from an Employee's pay in that month exceed the deductions permitted by law.
- (viii) 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 "Food Beverages and Tobacco industries Employees Union" and crossed account payee.  
(b) The cheque shall be sent, at the Union's risk, by post in a pre-paid envelope addressed to the "The Treasurer, Food Beverages and Tobacco Industries Employees Union, No.513 2/1, Elvitigala Mawatha, Colombo 5".  
(c) The treasurer of the union shall promptly acknowledge receipt of the cheque.  
(d) The Employer shall not be liable to pay to the union or to the treasurer on its behalf as aforesaid any sum other than the actual deductions made.
- (ix) The Employer may suspend the operation of this clause as hereinafter provided by notice in writing to the union.  
(a) If the union or a Branch Union resorts to a strike or any other form of trade Union action in breach of the terms or provisions of part I of this agreement the Employer may suspend the



operation of this clause for such time as maybe decided by the Employer but not exceeding the duration of such strike or other form of trade union action. before such a decision is made the Employer and the union shall endeavour to effect an amicable settlement.

- (b) If the union fails to maintain itself as a properly registered trade union under the trade union ordinance the Employer may decide to suspend the operation of this clause for such time as may be decided by the Employer.
- (c) If a decision is made by the Employer under paragraphs (a) or (b) above, the Employer shall be absolved of complying with the provisions of this clause in accordance with the tenor of such decision.

### 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 the them:

<i>Words</i>		<i>Meaning</i>
Industrial Disputes act	-	The Industrial Disputes Act, No.43 of 1950
The act Employment and	-	The Shop & Office Employees (Regulations of remuneration) Act, No.19 of 1954.
The Federation	-	The Employers' Federation of ceylon.
The Union	-	The Food Beverages and Tobacco Industries Employees Union.
Branch Union	-	The Branch the Food Beverages and Tobacco Industries Employees Union in the Establishment of the Employer
Employe (for convenience sometimes referred to as "he" its grammatical variations)	-	The Employer bound by the Agreement.
Employee (for convenience sometimes referred to as "he" or its grammatical variations	-	An Employee covered and bound by this Agreement.
Week	-	The period between midnight on any saturday night and midnight on the succeeding saturday night.
weekly full holiday in respect of any week.	-	Shall have the meaning as "weekly holiday" under Shop & Office Employees Act.
Weekly half holiday in respect of any week.	-	Shall have the same meaning as "weekly half holiday" under shop & office employees' act.

34A

**I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2021.07.20**

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 20.07.2021

Two such weekly holidays	-	Two full holidays or four half holidays or any combination of full or half holidays which does not exceed two full holidays.
Salary	-	The monthly salary according to the scales of consolidated salaries
Normal incremental date	-	The date on which the employee would normally receive an increment.
Dispute	-	A dispute or difference between the employer and an employee or between the branch union and the employer or between the union and the employer on any matter covered by this agreement or affecting the employees covered by this agreement in relation to their employment under the employer covered by this agreement.
Check-off	-	The act of the employer deducting, at the request of the union, subscriptions payable to the union by an employee from the letter's pay with his concurrence.

Words importing the masculine gender shall include the feminine.

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

### Form No.1

Name of Employer : .....

### AUTHORISATION

In pursuance of the agreement entered into between Finlays Colombo Limited and Food Beverages and Tobacco Industries Employees Union of which I am a member, please deduct from my pay each month the sum of Rupees.....(Rs ..... ) and remit the same to the said union on my behalf in respect of my current monthly membership dues. the first payment should please be made from my next pay following the date hereof:

.....  
Date of Signing

.....  
(Signature of Employee)

.....  
(Full Name of Employee in Block Capitals)

..... (Address of Employee)

Received On: .....

(To be filled by Employer)

**Form No. 2**

Name of Employer : .....

**REVOCATION**

With reference to the authorisation submitted by me, please cease to deduct from my pay any further membership dues in favour of The Food Beverages and Tobacco Industries Employees Union with effect from the next pay due to me immediately following the date hereof.

.....  
(Date of Signing)

.....  
(Signature of Employee)

..... (Full Name of Employee )

..... (Address of Employee)

Received On: .....

(To be filled by Employer)

**Form No. 3**

Name of Employer : .....

**AMENDMENT OF AUTHORISATION**

With reference to the authorisation submitted by me, please deduct from my next pay following the date hereof Rupees (Rs.....) instead of rupees (Rs.....) as heretofore and remit the same to Food Beverages and Tobacco Industries Employees Union on my behalf in respect of my current monthly membership dues.

.....  
(Date of Signing)

.....  
(Signature of Employee)

..... (Full Name of Employee )

..... (Address of Employee)

Received On: .....

(To be filled by Employer)

-In witness whereof the parties  
24<sup>th</sup> day of January Two Thousand

  
GULAN JAYASINGHE  
Deputy Chairman

Finlays Colombo  
Limited

Witnesses :



1. A. H. Pathirana  
(Name)

Head of Human Resources  
(Designation)

.....

2. 

Chaminda Waduge  
(Name)

Manager Production  
(Designation)

My No.: CI/546.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Asian Paints (Lanka) Limited, No. 81, Koralawella Road, Moratuwa of the one part and the Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya, No. 457, Dr. Colvin R De Silva Mawatha, Colombo 02 of the other part on 7th November 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

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

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
23rd June, 2021.

### Collective Agreement No. 14 of 2020

#### Collective Agreement

This Collective Agreement entered into in terms of the Industrial Disputes Act on this 7th day of November Two Thousand Nineteen, to take effect from the 1st day of April Two Thousand Nineteen, between Asian Paints (Lanka) Limited, a Company duly registered under the Companies' Act and having its registered office at No. 81, Koralawella Road, Moratuwa, (hereinafter referred to as the Employer) of the One Part and the Samastha Lanka Welanda Ha Karmantha Kamkaru Sangamaya (All Ceylon Commercial & Industrial Workers' Union) a Trade Union duly registered under the Trade Unions' Ordinance and having its registered office at No. 457, Dr. Colvin R. de Silva Mawatha, (Union Place), Colombo 2, (hereinafter referred to as the Union), of the Other Part.

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

**Title :** The collective Agreement shall be known and referred to as the Asian Paints (Lanka) Ltd. Employees' Collective Agreement 2019.

#### 1. EMPLOYEES' COVERED AND BOUND

This Agreement shall cover and bind the Union and its members employed in the manual grades who are in service with the Employer, as at the date of signing this Agreement.

#### 2. DATE OF OPERATION AND DURATION

This Collective Agreement shall be effective as from the 1st day of April Two Thousand and Nineteen, and shall continue to be in force unless it is terminated by either party with three months' notice to the other, in writing, provided however that no such notice shall be given by either party, prior to 31st December Two Thousand Twenty- One, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 31st day of March, Two Thousand Twenty- Two. Any notice of termination given by a party prior to the 31st day of December Two Thousand Twenty-One shall have no effect whatsoever.

**3. SALARIES**

The Employer shall increase the salaries of all employees covered and bound this Agreement as follows provided the employees continue to give the production targets as agreed and set out in Annexure 4 herein.

Rs. 3,500/= with effect from 1st April 2019 for a period of one year.

A salary increase of Rs. 3,500/= with effect from 1st April 2020 for a period of one year.

A salary increase of Rs. 4,000/= with effect from 1st April 2021 for a period of one year.

The salary point of each employee as at 1st April 2019, 1st April 2020 and 1st April 2021 is set out in Annexures 1, 2 and 3 respectively, annexed to this Agreement.

**4. BUDGETARY RELIEF ALLOWANCE OF WORKERS ACT**

Parties are in agreement that since there is a Collective Agreement between parties, the Budgetary Relief Allowance of Workers Act, No. 36 of 2005, and the Budgetary Relief Allowance of Workers Act, No. 4 of 2016, does not have any bearing in respect of this company and in any event, the salary increases granted as above should set off and mean and include the allowances applicable under the said laws.

**ARREARS**

IN respect of the salary increase of Rs. 3,500/= w.e.f. 1st April 2019 arrears would be paid effective from 1st April 2019 which would include EPF, ETF and other statutory benefits.

**5. MEDICAL ASSISTANCE**

The Employer shall arrange for the services of a General Medical Practitioner once a year to conduct a medical check-up of workers and shall provide a sum of Rs. 12,400/= per employee per annum as medical reimbursement. The employees would be entitled to reimburse the amount on the basis of Rs. 3,100/= per quarter.

**6. BONUS**

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

**7. PRODUCTION BONUS**

Parties were in agreement to fully implement all the terms and conditions of the Production Bonus Scheme Currently in force and the Union and agreed upon. A copy of the said production Bonus Scheme is annexed herewith as Annexure 4.

The employer shall pay a Production Bonus per month to employees based on the following formula:

- a. An employee shall qualify to receive a production Bonus of Rs.3,600/= if he works for 22 days or more in a month on regular working days(including holidays), and achieves the Production Bonus target on all the days he has reported for work.
- b. An employee shall qualify to receive a Production Bonus of Rs. 3,200/= if he works for 20 days or more in a month on regular working days (including holidays), and achieves the Production Bonus target on all the days he has reported for work.

- c. An employee shall qualify to receive a Production Bonus of Rs. 2,900/= if he achieved a production target of 18 days or more in the month (work including holidays).
  - d. An employee shall qualify to receive a production Bonus of Rs. 2,300/=, if he achieved a production target of 14 days or more in a month (work including holidays).
  - e. An employee does not qualify to receive a production Bonus if he has not achieved a production target of 14 days in a month.
  - f. If an employee goes half day, he shall work and complete his work on pro- rata basis( of the desired Production output in a shift).
- \* Average leave taken by an employee in a month has been considered in the above - mentioned targets.

## 8. ATTENDANCE INCENTIVE

The Employer shall pay an attendance incentive of Rs.400/= per month to employees, to enthruse attendance and eliminate absenteeism, on the following formula:-

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

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

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

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

## LEAVE ABSENCE PER MONTH INCENTIVE PAYBLE

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

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

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

## 9. GRANT OF LOANS

The Employer shall give a workman a loan of three months' salary or Rs. 10,000/-, whichever is higher, to be recovered in 24 monthly installments, with interest at prevailing market rates, set by the Bank of Ceylon, subject to two guarantors.

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

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

OR

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

## 10. ANNUAL EXCURSION

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

Rs. 2,000/- for the first year

Rs. 2,000/- for the second year

Rs. 2,000/- for the third year

In addition, the Employer agrees to grant two workers Rs. 2,000/- each for a pilot trip for the first year, Rs. 2,000/- each for the second year and Rs. 2,000/- each for the third year, for the purpose of organizing the trip.

## 11. DONATION TO THE DEPENDANTS OF DECEASED EMPLOYEES

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

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

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

The Management will contribute Rs. 40,000/- per year to the Workers' Death Donation Fund.

## 12. SHIFT WORK

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

Morning shift - 8.00 a.m. to 5.00 p.m.

Night shift - 8.00 p.m. to 5.00 a.m.

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

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



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

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

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

If an employee works from 5.00 p.m. to 8.00 p.m, such employee would be eligible to obtain food upto the value of Rs. 40/= per day from the canteen.

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

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

**13.** An employee could purchase paints only upto extent of his basic salary of one month on the following basis per year:-

- |      |                                      |   |              |
|------|--------------------------------------|---|--------------|
| (i)  | for the 1st 20 ltrs. of Paint        | - | 50% discount |
| (ii) | for the remainder of paint purchases | - | 40% discount |

**14. Productivity improvement in all areas.**

It was decided that the Management and Union will continue to strive to improve productivity.


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

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

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

In witness here of Parties have set their hands on this 7th day November Two Thousand Ninteen.

For & on behalf of  
**ASIAN PAINTS (LANKA)**



**BUDHADITYA MUKHERJEE**  
**DIRECTOR CUM GENERAL MANAGER**

Witness: **PRABU** **MANAGER**

Name: **S. Simal**

Designation: **AM**

Signature: **[Signature]**

Annexure 4

### ASIAN PAINTS LANKA LIMITED

#### SUMMARY OF PRODUCTIVITY PROPOSAL FOR FACTORY WORKERS WATER BASED

- Grinding & Thinning:** To be completed as follows. (2 operators are involved for each machine)  
 TSD/ PUG Mill: 2 wall putty or 3 wall filler batches or 4 emulsion batches per shift.  
 DHC/DHV: 4 water based standard batches per shift
- Tinting : 3 full batches per shift per tinterman.
- Filling:** 3 full batches to be filled from each filling point per shift. In case of wall putty 2 batches per one filling point per shift. ( In all points same team should prepare the required packing materials) Assumed 2 operators involved in each filling point.

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

- If the 3 loads to be filled are of different product shades, then the maximum number of 1L (one litre) packs shall not exceed 750 numbers in a shift
- If at least 2 out of the 3 loads to be filled are of the same product shade, then the maximum number of 1 Litre packs shall not exceed 800 numbers.
- If the pack size to be filled is only 10 L/ 18L or 20L or a combination of the three then the filling team shall complete 4 loads in a shift.

- d) All the pans would be cleaned off line by a separate person.
- e) The empty pans should be kept at the pan cleaning area as soon as the filling is over.
- f) When the filling is under progress, the wet paint sticking on the sides should be pushed down so as to ensure that the entire quantity of paint is filled.

## ENAMEL

A. **PEARL MILLS:** 2 Tint bases/ whites (700lt batch) or 1 color per shift per machine (700lt)

- Dynamill 2 color bates (700lt batch) per shift

B. **BALL MILL LOADING, UNLOADING AND THINING**

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

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

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

To complete 1650 tins per day (with in 8 hours)

When filling the 1650 tins, it will not be from more than 3 batches.

Between the above batches it should be not more than 2 cleaning sessions.

If the pack size is only 4 liter, 3 loads would be filled in 8 hour shift provided maximum number of shades is 2

After pasting the labels on tins it should be completed with price and batch number marking.

## NC/ INDUSTRIAL/ WOOD

Production of total (NC/Wood and Industrial) 1200 liters or shift. ( This includes raw material issues / Dispersion and Thinning/ Tinting/ testing / preparation of packing material / packing) (Team of 12 workers)

## PREPARATION OF LABELS:

One workman will participate. During the shift need to complete labels for 12 full batches without interrupting the operation.

## RAW MATERIAL ISSUES

18 Full batches to be issued to production floor per shift. (One workmen shall complete 4 1/2 batches per shift) (4workers). In addition unloading and staking raw materials received from supplier.

## FINISHED GOODS HANDING

Loading/acceptance 13000 liters of finish goods with in the shift with 5 workers for delivery and distribution. If the loading / acceptance amount is less than 13000 liters to clean stores/ repacking finish goods to be done.

## Q.C. Laboratory:

Corporate and assist production floor and laboratory to test and complete all day's batches (2 workers)

## GOODS TRANSFER PERSONNEL

100% clearance of all finish goods during the day's production within the shift

## MAINTENANCE SECTION

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

**DURING OVER TIME**

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

**GENERAL FOR ALL STAGES**

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

**Annexure 1**

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

## Annexure 2

No	Name
1	AMARASIRI N.K.T
2	H.G.R.FONSEKA
3	PERERA M.T.J
4	P.D.A.UDAYAKUMARA
5	PEIRIS D.P.J.
6	SILVA A.R.K.
7	DE SILVA J.A.
8	DE MEL S.D.
9	SILVA O.K.C
10	W.A.R.S.FERNANDO
11	APPUHAMY I.G.M.P.
12	S.K.JAGATH SRI RAJKA
13	S.S.FERNANDO
14	FERNANDO W.S.S.
15	RATHNAYAKE R.M.S.K.
16	SIRIMANNE D.M.
17	FERNANDO W.S.I.
18	DE SILVA A.T.T.
19	M.K.SALGADO
20	FERNANDO K. S
21	P.U.J.N.K.FERNANDO
22	A.G.SUMANASIRI
23	W.N.S.FERNANDO
24	LA.SOYZA
25	S.H.SIRIPALA
26	PERERA S.H.W.
27	M.D.C.S.PERERA
28	S.A.D.HARISCHANDRA
29	E.M.M.R.EKANAYAKE
30	PERERA A.C.
31	PREMARATNE BANDA
32	FERNANDO M.B.A.P
33	PUNCHIHEWA J.
	Total

### Annexure 3

No	Name
1	AMARASIRI N.K.T
2	H.G.R.FONSEKA
3	PERERA M.T.J
4	P.D.A.UDAYAKUMARA
5	PEIRIS D.P.J.
6	SILVA A.R.K.
7	DE SILVA J.A.
8	DE MEL S.D.
9	SILVA O.K.C
10	W.A.R.S.FERNANDO
11	APPUHAMY I.G.M.P.
12	S.K.JAGATH SRI RAJKA
13	S.S.FERNANDO
14	FERNANDO W.S.S.
15	RATHNAYAKE R.M.S.K.B.
16	SIRIMANNE D.M.
17	FERNANDO W.S.I.
18	DE SILVA A.T.T.
19	M.K.SALGADO
20	FERNANDO K. .S
21	P.U.J.N.K.FERNANDO
22	A.G.SUMANASIRI
23	W.N.S.FERNANDO
24	I.A.SOYZA
25	S.H.SIRIPALA
26	PERERA S.H.W.
27	M.D.C.S.PERERA
28	S.A.D.HARISCHANDRA
29	E.M.M.R. EKANAYAKE
30	PERERA A.C.
31	PREMARATNE BANDA H.M
32	FERNANDO M.B.A.P
33	PUNCHIHEWA J.
	Total