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PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI/ 113.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Cold Stores PLC, No. 117, Sir Chittampalam A, Gardiner Mawatha, Colombo 02 of the one part and Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 21st day of October, 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
30th December, 2016.

Collective Agreement No. 07 of 2016

This Collective Agreement, made this 21st day of October Two Thousand and Fifteen pursuant to the Industrial Disputes Act between Ceylon Cold Stores PLC, a Public Limited Liability Company duly registered in Sri Lanka, PQ4 and having its registered office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as "the Employer") of the One Part and the Inter Company Employees Union, a Trade Union duly registered under the Trade Unions Ordinance in Sri Lanka having its registered office at No. 259/9, Sethsiri Mawatha, Koswatte, Talangama. (hereinafter sometimes referred to as "the Union") of the Other Part.

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



PART I

1. **Parties to be Covered and Bound.** - This Agreement shall cover and bind The Employer, The Union and members of the Union employed on monthly contracts by the Employer in a Clerical, Supervisory or Allied category and for whom salary scales have been prescribed in the 1st Schedule hereto. Provided however the provisions of this agreement will not apply to any new employee recruited to a new factory set up by the Employer elsewhere in the future.

In addition, the provisions of the Memoranda of Understanding entered into between the Union and the Company on 17th May 2006 and 13th October 2009 relating to the Soft Drinks Factory, Ranala and the Memorandum of Understanding entered into on 25th May 2011 relating to the Ice Cream Production Department, Ice Cream Engineering Department, Old Cold Room adjacent to the Ice Cream Production Department, Ice Cream Raw/ Packing Material Stores, Essence Factory and Quality Assurance & Research and Development Department will continue to be applicable to the Clerical, Supervisory or Allied category employees of the said departments including Medical Centre and the Canteen who are covered and bound in the said MOU. In circumstances, the provisions of the said MOU will be regarded as part and parcel of this agreement in respect of such employees in the Medical Centre and the Canteen.

2. **Earlier Collective Agreement.** - The provisions of this Agreement shall supersede and replace all terms, which have applied in the past in terms of any Collective Agreement.

3. **Date of Operation and Duration.** - This agreement which shall be effective as from the First day of August Two Thousand and Fifteen and shall continue in force unless determined otherwise by either party with three month's notice to the other subject to the following provisions:

- (a) That one party hereto shall not give such notice to the other party before the 1st May 2018 and such notice shall not expire before the 31st July 2018.
- (b) That in the event of a reduction in par value of the Sri Lanka rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.
- (c) The Employer agrees to make a lump sum payment as national arrears in view of the delay in signing the Collective Agreement.

4. **General Terms and Conditions of Employment.** - During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

5. **Probation.** - Every Employee recruited by the Employer shall serve a period of probation of not more than six (06) months, provided, however, that if during the six (06) 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 (03) months and in that event the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer, the Employee shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation ended, as the case may be.

6. **Attendance.** -

- (i) Unless otherwise specifically instructed by the Employer, an Employee shall present himself for work on every day (other than a holiday) at the usual starting time of the office, store, factory, mill or job and shall there remain available for work throughout the normal working hours.
- (ii) If work is temporarily not available for an Employee in his own occupation, he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any other work site of the Employer where work is available subject to existing practice.
- (iii) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

7. **Hours of Work** .-The normal working hours shall be those hours, which are customarily worked at an Office,Store, Factory, Mill or Job of the Employer bound by this agreement and shall include shift work arrangements as may be operated subject to work exigencies. The work arrangements are also subject to the written understanding (reference CI/ 113/ 2004) reached between the Employer and the Union on 19.02.2004 before the commissioner of labour (industrial Relations) and the memoranda of understanding reached between the Employer and the Union on 17th May 2006, 13th October 2009 and 25th May 2011 at the Employers' Federation of Ceylon. Accordingly, the working hours of Foremen and Production Assistants in the Soft Drinks Factory, Ice Cream Engineering Department, Old Cold Room adjacent to the Ice Cream Production Department and Essence Factory on a two shift basis shall be from 6.00 a.m. to 2.00 p.m. and 2.00 p.m. to 10.00 p.m.

8. **Deduction of Wages** .- Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

9. **Overtime** .-

- (i) Any work which is performed in excess of normal working hours shall be remunerated at one and one half (1.5) 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 (02) 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.

10. **Weekly Holidays** .- Subject to Clause 13 of Part I hereof the following provisions shall govern weekly holidays.

- (i) 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 anyone calendar month may, at the instance of the Employer and with the consent of the Employee, be paid for in the manner set out here under and the Employee on being paid and in the manner set out hereunder, shall not be entitled to a half holiday or a full holiday as the case may be 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 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 shall be paid the equivalent of the Employee's salary for one half day.
 - (d) For any work performed under and up to four (04) hours before 1.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth (1/30th) of the Employee's monthly salary.
 - (e) For any work performed in excess of four (04) hours and up to eight (08) hours before 5.00 p.m. on the weekly full holiday, the overtime remuneration payable to the Employee shall be one thirtieth (1/30th) of the employee's monthly salary in respect of the excess hours.
 - (f) For any work performed in excess of eight (08) hours or continuing after 5.00 p.m. on the weekly full holiday, the Employee shall be paid overtime remuneration for any fraction of an hour of such excess.
 - (g) In addition to the remuneration payable under paragraph (d), or paragraphs (d) and (e) or paragraphs (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 on 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 (04) hours after 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 salary.
- (d) For any work performed in excess of four (04) hours and up to eight (08) 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 (08) 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.

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 15 of Part I hereof against his annual leave entitlement.

12. **Statutory and Customary Holidays .—**

The following provisions shall govern statutory and customary holidays:

- (i) Public holidays declared under the shop & office employees' (Regulation of Employment & Remuneration) Act shall be regarded as Statutory Holidays,. The following holidays shall be allowed each year as paid holidays accordingly.

Thai Pongal Festival Day
Independence Day
Sinhala & Tamil New Year (Two Days)
May Day
The day following Wesak
Prophet Mohamed's Birthday
Christmas Day

- (ii) The following customary holidays shall be allowed each year as paid holidays:

New Year's Day (1st January)
Good Friday
Christmas Eve (1/2 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 (06) days preceding or in the six (06) days succeeding such weekly full holiday. No substitute holiday shall be allowable 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) (a) Where the Employer requires an Employee to work during the half holiday set out in sub clause (ii) hereof (i.e. after the normal working hours for that day), the Employer shall pay the Employee either -

- (1) On the basis set out in paragraphs (a), (b) and (c) of Clause 10 (ii) of Part I hereof and the Employee shall not be entitled to a half holiday in lieu.

OR

- (2) On the basis set out in paragraphs (a) and (b) of Clause 10 (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 General of Labour has given his permission for the Employee to work on such holiday, the Employer shall pay the Employee either -

(i) On th basis set out in paragraphs (d), (e), (f) and (g) of clause 10 (ii) of Part I hereof and the Employee shall not be entitled to a holiday in lieu

OR

(ii) On the basis set out in paragraphs (c), (d) and (e) of Clause 10 (iii) of Part I hereof and the Employee shall be entitled to and allowed a holiday in lieu.

13. **Supervisory Staff**. - The Provisions of Clauses 10 and 12 of Part I hereof regarding weekly holidays and statuory ans customary holidays shall not apply to Storekeepers, Assistant Storekeepers, Overseer, 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 one 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 (04) 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 (04) hours and up to eight (08) 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 (08) 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 hours 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 (01) 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 not be entitled to any holiday in lieu.

(b) (i) For any work performed under and up to four (04) 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 (04) hours and up to eight (08) 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 th excess hours.

(iii) In respect of any work performed in excess of eight (08) 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 in addition be entitled to and allowed a holiday in lieu.

(iii). Statutory and Customary Holidays:

Supervisory staff shall be entitled to such Statutory and Customary Holidays as they have hitherto enjoyed prior to the coming in to force of this Agreement notwithstanding anything to the contrary contained in this Agreement and for any work performed on such Statutory or Customary Holiday 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.

14. **Casual Leave.**—

- (i). In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration provided however, that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further, that any Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any Employees first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two (02) months service.
- (ii). Casual leave will normally be granted on application without the employee being required to state the reason for the application. 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 reasons for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him/her casual leave.

15. **Sick Leave.**— In any year, an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that —

- (a) His illness is supported by a certificate from a registered medical practitioner (unless waived by the employer), where such period of absence exceeds two (02) days, and
- (b) The Employee shall not be on probation within the meaning of Clause 5 hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months probation.

16. **Promotions.**—

- (i) The following shall be the principles which will guide Employers 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, education qualifications and character. Where suitability is comparable, seniority shall be given preference.
 - (b) An employee in Grade I in the Clerical Supervisory Staff will normally be promoted to Grade II after completing an year's service in Stage 7 unless his inefficiency has been established after due inquiry as provided in clause 27 of part I hereof.
 - (c) Promotion of Clerical and Supervisory Staff 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 strength of the work force;
 - (b) the work involved in a post, and
 - (c) 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 be placed at a salary stage in the Higher Grade which will give such Employee a salary not less than that which he would have received had he remained in the grade from which he is promoted and had been advanced one state in that grade, but where an Employee is promoted on a date other than the normal incremental date, such Employee shall be placed at a salary stage 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 stage in the Higher Grade to which he is promoted which will give him a higher salary than the maximum salary in the grade from which he is promoted.

17. **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 express 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 the Employee or the Union on his behalf. Provided, however, that if the Employee is re-transferred to the locality in which he was previously employed and/or the hours of work previously worked by him are restored to such employee, 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 express 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 domestic disorganization such as may arise in consequence of a transfer from one station to another such transfer shall be effected by 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 additional remuneration in terms of sub-clause (ii) above.
- (iv) Nothing in the preceding sub-clause of this clause shall prejudice the right of an Employee to make representations to the Employer against any order of transfer. If an Employer requires an Employee to comply with an order to transfer notwithstanding 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 of 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 thereof in writing any may, if in the opinion of the Executive Committee of the Union the circumstances so warrant, instruct the Employee to refrain from complying with the order to transfer pending settlement of the dispute as provided in this Agreement. If the Union instructs the Employee to refrain from complying with the order of transfer as aforesaid, the Union shall notify the Employer thereof in writing and in that event 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 not justified the Employee shall be entitled to his salary for the period of suspension. If on the other hand, 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 on instructions from the Union after the Union notifying the Employee as aforesaid 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.

18. Carrying out Employer's Instructions as to Duties.-

- (i) If an Employee considers that any duty which he is required to perform by an 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 such 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 or the Branch Union or the 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 to 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.

19. Conversion to the salary scale set out in Schedule I.-

- (i) With effect from 21st Day of October, Two Thousand Fifteen, Employees covered and bound by this Agreement shall be paid salaries in accordance with the salary scales set out in Schedule 1 hereof and accordingly the annual increments payable to Employees shall be in terms of these scales. The Salaries have been consolidated taking into account all statutory and other allowances due as at date hereof. This will only apply in the first year.
- (ii) To ascertain the stage on which an Employee will be placed in the first year i.e. with effect from 21st day of October, 2015, on the salary scale set out at Schedule 1 hereof, the following method of conversion shall apply.
 - (a) A sum equal to 5.5% of the salary payable to an employee as at 30th September, 2015 shall be added to the salaries of all Employees who are covered and bound by this Agreement and the adjusted salary will take effect from 21st October, 2015.
 - (b) Arising from the aforesaid adjustment the employees shall thereafter be placed on the corresponding point in the grade applicable to him in the salary scales set out in Schedule I hereof or in the event of there being no corresponding point on the next higher point in monetary terms in the said grade and the scale.
 - (c) With effect from 1st April, 2016 the Employer will increase the monthly salaries of all employees covered by this Agreement by a sum equal to 5.5% of the monthly salary payable to each employee as at 31st March, 2016 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
 - (d) With effect from 1st April, 2017 the Employer will increase the monthly salaries of all employees covered by this Agreement by a sum equal to 5% of the monthly salary payable to each employee as at 31st March, 2017 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
- (iii) Upon completion of each 5 year period of employment up to the 25th year an Employee shall be entitled to receive a salary increase by way of a fixed number of increments on the scale applicable to him totalling to a sum of Rs. 100/-. In the event of fixed number of increments not totalling to Rs.100/- the amount shall be the figure immediately higher to Rs.100/- on a fixed number of increments. For example, if the salary scale provides for increments of Rs. 30/- such Employee shall receive an increase of $\text{Rs.}30/- \times 4 = \text{Rs.}120/-$, if the salary scale provides for increments of Rs. 25/- such Employee shall receive an increase of $\text{Rs.}25/- \times 4 = \text{Rs.}100/-$. The Employee shall thereafter be placed on the corresponding point in the salary scale and grade applicable to him.
- (iv) Upon the completion of 30 years in employment an Employee shall be entitled to receive a salary increase by way of a fixed number of increments totalling to the value of Rs. 250/-. In the event of a fixed number of increments not totalling to Rs. 250/- the amount shall be the figure immediately higher to Rs. 250/- on a fixed number of increments.

20. The Employer agrees to make the following payments in lieu of consolidating wages based on cost of living and Non - recurring cost of living gratuity (NRCLG) in addition to the revision to the revision of salaries as set out above.

- (i) To add a sum of One Thousand (Rs. 1000/-) into salaries of employees covered and bound by this agreement and who are in employment as at the date of signing of this agreement, prior to the revision of salaries as set out in clauses 19.ii (a) to 19.ii(d) above. Accordingly the payment will be made as follows;
 - (a) April 2016 - Rs.1000/-
 - (b) April 2016 - Rs.1000/-
 - (c) April 2016 - Rs.1000/-
- (ii) To make a Lump sum payment of Rupees Twenty Five Thousand (Rs.25,000/-) to Employees who are covered and bound by this Agreement as at the date of signing this agreement based on the following.
 - (a) May 2016 - Rs.25,000/-
 - (b) May 2017 - Rs.25,000/-
 - (c) May 2018 - Rs.25,000/-

These payments shall not attract consequential benefits such as Provident Fund, Trust Fund, Grattutity, Overtime or any other similar payments.

21. **Bonus. -**

- (i) Subject to what is stated at sub clauses (ii) and (iii) hereunder the Employer will during the continuance in force of this Agreement pay, subject to prevailing practice, Employees covered and bound by this Agreement who have completed twelve (12) months continuous service in the Company on the date of such Bonus payment and are in employment on such date a bonus calculated in terms of the under- noted formula:

Formula:

A sum equivalent to 3 months (three months) of the annual salary paid to an Employee during the relevant financial year, i.e., 1st April to 31st March, for which such bonus is declared.

- (i) The full amount due on this formula to each Employee will be paid in two equal installments in the months of December and April. For example, in respect of the financial year 1st April, 2015, to 31st March, 2016, the payment of bonus will be made in the months of December 2015 and April 2016.
- (ii) This payment will be extended on a *pro- rate* basis to any Employee who has retired on reaching the age of retirement or dies during the period for which the bonus is declared. In the case of the latter the payment will be made to the legal heirs.
- (iii) In the case of an Employee confirmed in employment after the successful completion of a period of probation the Employer will extend to him a pro rated bonus payment notwithstanding such Employee having served less than 12 months.
- (iv) In respect of the financial years 01 April, 2015 to 31 March, 2016, 01 April, 2016 to 31 March, 2017 and 01 April, 2017 to 31 March, 2018, the Employer will , taking into account the performance of the Company in such financial years, consider the grant of an *ex-gratia* payment equal to half months salary per employee, after the end of such financial years. In the event the company decides to make such a payment, it is agreed that it would be paid on 30th May.

22. **Profit Share Scheme (PSS). -**

- (i) It is agreed that the Employer shall implement the following Profit Share Scheme (PSS) with effect from the date of signing this agreement for the financial years 2015/16, 2016/17 and 2017/18 subject to the conditions stipulated below. Payments under this scheme shall not attract consequential benefits such as Provident Fund, Trust Fund , Grauity, Overtime or any other similar payments.
- (ii) The profit share due to employees covered and bound shall be ascertained based on the Profit After Tax (PAT) as per Audited Accounts of the year preceding the payment after adjusting for the following items in the respective years it may arise.

- (a) Sale of Land and buildings
- (b) Sale of investments
- (c) Impact due to revaluations
- (d) VRS payments
- (e) Compensation received from suppliers of machinery and equipment for late delivery and or for non performance or delay.
- (f) One off impairment of equipment, including bottles due to discontinuation.
- (g) Any other payment received by the company outside its normal trading activities.

(iii) The following table shall be applied to determine the quantum due to an employee.

PAT Adjusted as set out in 22.2 above	Profit Share
From Rs.301 Million to Rs.400 Million	Rs.5,000/-
From Rs.401 Million to Rs.500 Million	Rs.15,000/-
From Rs.501 Million to Rs.700 Million	Rs.25,000/-
From Rs.701 Million to Rs.900 Million	Rs.30,000/-
From Rs.901 Million to Rs.1,000 Million	Rs.35,000/-
From Rs.1,001 Million to Rs.1,200 Million	Rs.40,000/-
From Rs.1,201 Million to Rs.1,400 Million	Rs.45,000/-
From Rs.1,401 Million to Rs.1,600 Million	Rs.50,000/-
From Rs.1,601 Million to Rs.1,800 Million	Rs.55,000/-
From Rs.1,801 Million to Rs.2,000 Million	Rs.60,000/-
Over Rs.2,000 Million	Rs.65,000/-

- (iv) Employees will not be eligible for PSS on a pro - rated basis.
For e.g. If the Company were to achieve an adjusted PAT of Rs.320 million, an employee will be paid Rs.5,000/-
- (v) It is the intention of parties continue the Profit Share Scheme and requisite revisions to the PSS shall be made with the concurrence of the Union.
- (vi) Payment under the PSS, if eligible to pay, and the sum set out in 20.(ii) will be made on or before 31st May every year.

23. **Wages for Periods Less than one month.**— For the purpose of this Agreement the wages of any Employee for periods less than one month shall be computed in the manner following:

- (a) for one hour - the monthly wage divided by two hundred and forty (240)
- (b) for one day - the monthly wage divided by thirty (30)
- (c) for one half day - a day's wage ascertained as above divided by two (02)
(either morning or afternoon)
- (d) for one week - a day's wage ascertained as above multiplied by seven (07)

24. **Provident Fund.**— The Employer shall contribute to the Provident Fund 12% (twelve percent) of the Employee's monthly salary and the Employee shall contribute a like sum to the Fund. The rates of contribution are liable to change subject to the requirements of the Employee's Provident Fund Act, No. 15 of 1958.

25. **Annual Increments.**— The annual increments provided in each of the scales of consolidated wages in the Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency including irregular attendance or punctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped, deferred, in which case where an increment is -

- (i) Deferred, the loss of increment shall only be continuous through the year;
- (ii) Stopped, the loss of increment shall only be for the period of stoppage during the year;
- (iii) Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned. Deferral, stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified in writing of complaint against such Employee and has been found guilty after due Inquiry of inefficiency, fraud of misconduct, which in the circumstances does not merit termination of Employment.

26. **Warnings.** - If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee by a letter, a duplicate of which shall be signed by the Employer. If the Employee refuses to sign the duplicate the warning may be given to the Employee orally by the Employer in the presence of two witnesses and the fact that such written warning was refused to be taken by the Employees shall be recorded.

27. **Suspension.** -

- (i) An Employee may, subject as hereinafter provided, be suspended without pay by an Employer -
 - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges relates 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 an Employer shall suspend an Employee under paragraph (iii) above only for so long as the Employee's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the charges or the Employer carrying on his business;

- (a) As a punishment for misconduct for a period not exceeding seven (07) working days, after due inquiry.
 - (b) If an Employee refrains from complying with any order of transfer in terms of clause (17) of Part I hereof or fails to carry out the Employer's written instructions in terms of clause 18 of Part I hereof.
 - (ii) At the time of suspension under sub clause (i) (a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter hold and inquiry into the charge or charges in terms of Clause 28 hereof.

28. **Disciplinary Action.** - Where the Employer proposes to proceed against an employee then:

- (i) Irrespective of whether an employee has been suspended under clause 27 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less than Five (5) clear working days in which to give the answer or explanation to the charge or 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 to the charge or charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the employer for an extension of time within which to furnish the written answer or explanation to 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 written 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 for 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 of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and 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 the provisions of Sub - clause 27 hereof be paid all emoluments and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice ;
 - (b) The employee shall be dismissed, then the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension.
 - (c) In view of the serious or involved nature of the charges, in the show cause notice against the employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore, referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee, the matter has been previously referred to the Police or any 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) days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) 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 and order under paragraphs (a) 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) 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 Employer 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.
- (ix) An employer shall not be required to hold an inquiry as referred to in Sub-clause (4) and (5) hereof where the employer proposes to warn the employee of where the employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the employee by the employer and requests the holding of an inquiry the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within fourteen (14) working days after receipt of the employees explanation shall not be material or relevant.

29. **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.

30. **Trade Union Action.**— 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 31 (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 31 of Part I hereof.

31. **Dispute Procedure.**— 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 an 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 and amiable 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's 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 a Branch union and an 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 utilizing 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) or in the case of a dispute between the Union and the Federation, the parties shall agree to a statement of the matters in dispute and such matters shall be referred to an arbitrator or arbitrators under section 3 (i) (d) of the Industrial Disputes Act for settlement by arbitration. Provided however, that should the parties fail to agree to a settlement of the issue in dispute, 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 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 (07) days from the date of the Union notifying the Federation, the dispute shall, as soon as possible, be referred to the Commissioner General 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 an 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 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 a 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) 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 of 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 an 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 (07) days from the date of the Union notifying the Federation in terms of sub- clause (ii) (a) hereof, only if the Union so desires.
- (c) A dispute arising from the dismissal or discharge of an Employee by an 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 (07) 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 authorize a strike or other form of trade union action and the Federation and the Employer reserves to itself and himself the right to take such steps as it or he may deem fit in the circumstances.
- (v) (a) In respect of a dispute arising between the parties hereto where arbitration 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 General 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 the 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 arbitrator or the Special Arbitrator shall take note of this paragraph in making any such Award.
- (d) A special Arbitrator shall be competent but not bound to make order in his award as to the manner in which the costs of the arbitration excluding the legal expenses or either party shall be borne by the parties.
- (e) An award of an arbitrator or Special Arbitrator made herein provided shall be final and binding on the parties hereto.
- (f) (i) Where the Union seeks to settle a dispute by Arbitration as provided for in this clause, such request for arbitration shall be communicated to the Federation within six (06) 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) An Employer and the Federation shall not be under any obligation to refer to arbitration any dispute where the request for arbitration is not made within the period of six (06) months specified in his 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 the Employer or by the Branch Union with the Employer or by the Union with the Employer or the Federation within three (03) months of the date of termination.
(ii) An Employer and the Federation 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 of three (03) 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 28(6)(b) hereof.

32. *Variations of Terms and Conditions of Employment, Benefits.* -

- (i) The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement as amended or altered in terms of 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.
- (ii) The employer agrees with the Union and its members and the employees covered and bound by this Agreement that he shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered and bound by this Agreement other than by mutual agreement.
- (iii) Any dispute or difference arising from negotiation under the provisions of Sub - clause (i) or (ii) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

PART II

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

1. **Domestic Inquiries.**- If an Employee who is furnished with a show cause notice in terms of Clause 27 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- (a) The Employer will, subject as hereinafter provided, allow a member of the Union in the employment of the employer (hereinafter referred to as "observer") to be present as an Observer without loss of wages for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall 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 question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw there from and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

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

- (a) In respect of each meeting the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions :-
 - (i) That no person other than an employee who is a member of the Union in the service of the employer shall be present at the meeting of the such Branch Union;
 - (ii) On occasions such as the Annual General Meeting of the Union, authorised officials of such Union may with the prior approval of the Employer, attend;
 - (iii) Fix a time limit within which a meeting of the Branch Union shall be conducted or adjourned.
- (c) It shall be the duty of the Branch Union and its Officials to ensure that the terms on which permissions 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 officials to ensure that no damage is caused in the course of or in connection with the 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.
- (e) The following provisions shall apply to meetings of the General Council of the Union :-
 - (i) Without prejudice to the right of an Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrant refusal, an 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 two (02) 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;
 - (ii) For the purpose of paragraph (a) above the Union shall forthwith furnish each, Employer in whose service there are members and keep such Employer informed of all changes therein which may be made from time to time.

3. **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 its discretion, the exigencies of the circumstances warrant refusal. The Employer will generally grant permission for not less than two Office Bearers of the Union.
 - (a) To be present at conferences held under the aegis of the he Employer's Federation of Ceylon or the Department of Labour, in connection with a dispute between the Employees and Employer,

or

- (b) To attend inquiries before Industrial Court, Arbitrators or Labour Tribunals or Department of Labour without loss of wages for such absence.
- (ii) (a) In respect of the Annual General Meeting of the Branch Union, the Employer shall subject to the discretion) referred to at sub clause (i) above, permit two hours paid leave for a member of the Union to attend such Annual General Meeting.
- (iii) The Employer will in his discretion, grant leave without remuneration, to an employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad, unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

4. *Check Off.* -

- (i) For the purpose of this clause the Employer shall be bound to grant check off to the Union only if the membership of the Union is not less than forty percent (40%) of the Employees covered and bound by this Agreement.
- (ii) The Employer shall; on the Written request of an employee, deduct from the wages due to such employee the current monthly Union, dues as are specified by the employee, to be payable monthly by the employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (iii) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization".
- (iv) Every Employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in form No. 2 hereinafter referred to as a "Revocation" as set out in the Third Schedule hereto.
- (v) As far as practicable, deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- (vi) As far as practicable, deductions under an authorizations shall cease from the date of receipt of a revocation canceling such authorization. Provided however -
 - (a) That an Employer shall not be liable in any manner whatsoever to the Union the Employee concerned for failure to comply with Sub - clause (5) or (6) ;
 - (b) That, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deduction by way of check off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.
- (vii) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately preceding to the Treasurer of the Union in accordance with the tenor of each Authorization by a cheque payable to the Treasurer thereof and cross "Account Payee".
- (viii) The cheque shall be sent at the risk of the Union and the Employees concerned by post in a pre-paid envelope addressed to the Treasurer of the Union as its address for the time being.
- (ix) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (x) 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 Union dues actually deducted.
- (xi) If for the purpose of this clause it becomes necessary to decide the question of whether a Trade Union represents not less than 40% of the Employees concerned, 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.

SCHEDULE I

Salary Scales in respect of employees who are in permanent employment as at the date of signing the agreement.

Clerical and Supervisory Staff

Grade I	Rs. 15,602.50	43,732.00	Rs. 70.50
Grade II	Rs. 16,040.00	47,008.00	Rs. 79.00
Higher Grade	Rs. 16,333.50	51,447.50	Rs. 90.50
Special Grade	Rs. 16,683.50	59,307.50	Rs. 111.00

Technical Staff

Grade I	Rs. 5,679.50	43,809.00	Rs. 70.50
Grade II	Rs. 16,051.00	47,019.00	Rs. 79.00
Higher Grade	Rs. 16,344.00	51,458.00	Rs. 90.50
Special Grade	Rs. 16,677.50	59,301.50	Rs. 111.00

Minor Staff

Rs. 15,455.00	Rs. 43,338.00	Rs. 62.00
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SCHEDULE II

BENEFITS/ CONCESSIONS TO EMPLOYEES

- Soft Drinks Issues.-
 - 24 bottles free of charge per month per employee.
 - Funeral of an employee 10 dozens free of charge.
 - Wedding of an employee - subject to one wedding during an employee's tenure of service - 6 dozens free of charge.
 - Funeral of a dependent -200 bottles at ex-factory price.
- Ice Cream Issue.- 4 litres of Ice Cream to be issued at the ex-factory price less Rs. 15/- per month per employee.
- Free Mid-Day Meal.
- Medical benefit under a surgical and hospitalisation insurance cover, where an employee could claim up to Rupees Thirteen Thousand (Rs. 13,000/-) in any one claim with a maximum limit of Rupees Thirty Five Thousand (Rs. 35,000/-) for a year.
- Funeral Aid Scheme.-
 - A Grant of Rs. 25,000/- in the event of a death of an employee in service.
 - A Grant of Rs. 7,500/- in the event of a death of the spouse or any unmarried children under 18 years and if the employee is unmarried, to his/her parents.
- Welfare Shop with essential items.
- Service Awards: -
 - On completion of 15 years of service Rs. 5,000/-.
 - On completion of 25 years of service - one gold sovereign and a Wall Clock.
 - On completion of 30 years of service - one gold sovereign.
- Retirement grant to employees.-
 - For employees retiring after a period in excess of 15 years, a gift voucher to the value of Rs. 3,500/- to purchase Company products.
 - For employees retiring with less than 15 years service a gift voucher to the value of Rs. 1,250/- to purchase company products.
- Monthly salaries / wages to be paid on 25th of each month.
- Opportunities being made available to suitably qualified employees in the Minor and Clerical grades to obtain appointments in Clerical and Executive Grades.
- Festival Advance of Rs. 5,000/- to be paid for Sinhala/Tamil New Year or Christmas.

12. An advance of Rs. 1000/- from the Lump Sum payment payable only to eligible employees for Vesak festival, subject to the money lying to the credit of NRCLG.

13. Holiday Bungalow.-

3 Roomed Holiday Bungalow to be provided as and when available. This facility will be reviewed subject to its occupancy levels.

14. Shift Allowances.-

7.00 a.m. to 3.00 p.m.	Rs. 6.00
3.00 p.m. to 10.00 p.m.	Rs. 6.00
10.00 a.m. to 7.00 p.m.	Rs. 10.00

Boiler/ Engineering.-

4.00 p.m. to 12 mid night	Rs. 10.00
12 midnight to 8.00 a.m.	Rs. 10.00

15. Attendance/ Punctuality Bonus.-

a. A total bonus payable Rs. 360/- per month subject to deductions for absence as given below :

DEDUCTIONS FOR LEAVE

<i>Authorised leave taken</i>	<i>Deductions (Rs.)</i>
1/2 day	Nil
1 day	Nil
1 and 1/2 day	Nil
2 days	Nil
2 and 1/2 days	75.00
3 days	150.00
3 and 1/2 days	200.00
4 days	not eligible

- Accident Leave, continuous 7 days Annual Leave, Special Leave and Duty Leave will not be counted as absence for deduction.
- Any walkouts of more than 4 hours continuously will be considered as 1 day's leave for this purpose.
- Periods of strikes will be regarded as absence.
- Employees guilty of unauthorised absence and / or who avail themselves of unpaid sick leave for any period will forfeit their right to the attendance / punctuality bonus.
- Deductions for late attendance :

<i>Late in minutes</i>	<i>Deductions</i>
15	Nil
30	Rs. 15.00
45	Rs. 30.00
60	Rs. 50.00
75	Rs. 75.00
90	Rs. 100.00
105	Rs. 125.00
120	not eligible

A quarterly bonus of Rs. 600/- will be paid for employees who collect the full payment of Rs. 360/- in the 3 months representing such quarter. The year for this purpose shall be from January to December.

16. Spectacle Purchase Expenses Reimbursement.-

Reimburse expenses related to purchase of spectacles of Rs. 1,500, once in 3 years on the production of prescriptions and payment receipt based on reference and approval of the Company Doctor only in respect of permanent employee.

17. Book Advance .-

A book advance of Rs. 1000/- in December subject to prevailing conditions.

FORM No. 1

Name of Employer :

Authorisation

I, being an employee covered and bound by this Collective Agreement signed between the Ceylon Mercantile, Industrial and General Workers' Union (CMU) of which I am a member of Ceylon Cold Stores Limited, kindly request the Company to deduct from my salary each month a sum of Rs. in respect of my current monthly membership dues to the said Union and, remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

Signature of Employee :

Date :

Full Name 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 wages any further membership dues in favour of the Ceylon Mercantile, Industrial and General Workers Union (CMU) with effect from the wages next due to me immediately following the date hereof.

Signature of Employee :

Date :

Full Name of Employee :

Received on :

(To be filled by Employer)

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

In Parts I and II of the Agreement unless excluded by the Subject or context, the following words shall have the meaning set opposite to them.

Words	Meaning
The Act	The Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954.
Check Off	The act of the Employer deducting, at the request of the Union subscriptions payable to the Union by an Employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
The Federation	The Employers' Federation of Ceylon.
Employee (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement
Employer (For convenience sometimes referred to as 'he' or its grammatical variations)	An employer covered and bound by this Agreement
Industrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950
Normal Incremental Date	The date on which an employee would normally receive an increment

Union or Unions	The Union covered and bound by this Collective Agreement.h
Branch Union	The Branch Union of the Ceylon Mercantile, Industrial and General Worker's Union (CMU) in the establishment of the Employer.
Wage	The monthly wage according to the scales of consolidated wages in the Schedule hereto.
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Year	A continuous period of twelve (12) months.
Weekly full holiday in respect of any week	Shall have the same meaning as "weekly holiday" under the shop / Office Employees' Act.
Weekly half holiday in respect of any week	Shall have the same meaning as "weekly half holiday" in the shop & Office Employees' Act.
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.

Words importing the masculine gender shall include the feminine.

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

IN WITNESS WHEREOF
THEIR HANDS AND SEALS
OCTOBER TWO TH


J.R. GUNARATNE
PRESIDENT OF CONSUMER
FOR AND ON BEHALF OF
CEYLON COLD STORES PLC


SANJEEVA JAYASUNDARA
HEAD OF SUPPLY CHAIN
MANAGEMENT
FOR AND ON BEHALF OF
CEYLON COLD STORES PLC

WITNESSES:

1. 
KAPILA DISSANAYAKA
SENIOR ASSISTANT DIR
EMPLOYERS FEDERATION

2. 
NISANSALA PARANAYAKE
HEAD OF EMPLOYEE RE
CEYLON COLD STORES

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Sri Lankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake of the one part and the Airline Pilots' Guild of Sri Lanka, 216/45, Diyawanna Place, Welikada, Rajagiriya of the other part on 12th day of September 2015 is hereby published in terms of section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

M.D.C. AMARATUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
30th December, 2016.

COLLECTIVE AGREEMENT No. 22 OF 2015

AGREEMENT

This Agreement is entered into on this 12th day of September 2014 by and between Sri Lankan Airlines Limited, a company duly registered in Sri Lanka bearing company registration number PB67 and having its registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka (hereinafter referred to as "the Company" or "Employer" as applicable which term or expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) and The Airline Pilots' Guild of Sri Lanka, a trade union duly registered in Sri Lanka and having its registered office at 216/45, Diyawanna Place, Welikada, Rajagiriya Sri Lanka (hereinafter referred to as "the Guild" or "the Union" as applicable, which expression wherever the context so admits shall include and mean its successors and assigns).

WHEREAS the Company and the Guild have, after negotiations, arrived at the following terms of settlement in order to revise, terms and conditions specifically set out herein:

- Parties Covered and Bound.** - This Agreement shall cover and bind the company and the Guild and its members who are employed as Flight crew on contracts of employment based on local terms in the Flight Operations Grade structure of the Company. And other individual flight crew employed on contracts of employment based on local terms who are not members of the Guild but nonetheless desirous of accepting the terms and conditions of this Agreement by signing on an individual basis.
- Effective Date and Operation of the Agreement.** - This Agreement shall take effect from 1st September 2014 and shall, unless it is repudiated by either party by giving one month's written notice to the other in terms of the provisions of the Industrial Disputes Act, continue to remain in force.

Provided however, neither party to this Agreement shall give such notice of repudiation prior to the 31st July 2017, and this Agreement shall not stand terminated prior to the 31st August 2017.

The terms and conditions of this Agreement shall continue to remain in force and survive from and after 31st August 2017 until the signing of a new collective agreement after negotiations between the Parties.

- Earlier Agreements.** - This Agreement shall supersede all other collective Agreements entered into before by the Parties and it is also agreed that the collective Agreement No. 68 of 2010 entered into between parties on 3rd November 2010 shall stand repudiated with effect from the date of signing this Agreement.

4. Existing Terms and Conditions.-

Parties agree that subject to the revision of terms and conditions specifically set out in this Agreement all existing terms hitherto applicable shall continue to be force.

For instance, where the 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 anyway affect or prejudice such existing terms and conditions of employment and such terms and conditions shall continue to exist notwithstanding anything to the contrary contained herein. Likewise, all rights and obligations as well as terms and conditions that accrue in favour of the company and which have not been revised by this Agreement shall continue to subsist.

5. Recognition.-

- 5.1 The Company recognizes the right of the Guild to represent the interests of, and when required negotiate on behalf of, all categories of Flight Crew who are members of the Guild and who are employed on contracts of employment based on local terms as Flight crew in the flight Operations Grade structure of the Company.
- 5.2 The Company recognizes the right of the Guild to exercise its functions in accordance with the laws of Sri Lanka, and to manage the Guild's affairs without interference.
- 5.3 Such recognition by the company of the Guild shall continue as long as the Guild holds the status of collective Bargaining Agent of the Flight crew for the Flight Operations Grades of the company, and can verify that at least 40% of all Flight crew employed by the company on contracts of employment based on local terms as flight crew are members of the Guild.
- 5.4 The Guild recognizes the right of the company to plan, organize and manage the operation of each location in a manner which is not inconsistent with this Agreement in order to achieve maximum safety, efficiency and profitability in the operation. This right includes inter alia the recruitment, engagement, training, control, discipline, termination, upgrading, promotion, demotion, transfer and dismissal of employees (in accordance with the laws of Sri Lanka and the procedures and manuals of the Company etc). This right also includes inter alia the determination of the rosters, working patterns and times, methods and manner of working, the introduction of technical improvements and the decision to modify extend, curtail or cease operations and all safety aspects of the operation. The Company will always exercise the above mentioned rights bona fide, reasonably and fairly within the limits prescribed under this Agreement, and all applicable procedures and manuals of the company, and all applicable laws.

6. Monthly Basic Salary Scales.-

6.1 The salary scales applicable to Captains covered by this agreement with effect from the 1st of April 2015 shall be as follows:

Captains		
<i>New Step</i>	<i>Salary USD</i>	<i>Conversion from Current Step</i>
A	7,890	—
B	8,160	1,2
C	8,430	3,4
D	8,710	5,6
E	8,980	7,8

<i>New Step</i>	<i>Salary USD</i>	<i>Conversion from Current Step</i>
F	9,250	9,10
G	9,550	11,12
H	9,810	13,14
I	9,940	15
J	10,090	16
K	10,230	17
L	10,360	18
M	10,540	19
N	10,680	20
O	10,830	–
P	10,980	–
Q	11,120	–
R	11,270	–
S	11,420	–
T	11,570	–

Salaries of Captains eligible to step increases shall thereafter received such revised salaries on 1st April in each successive year in terms of the scales set out above.

6.2 Provided however in the case of those captains presently placed on steps 2,4,6,8,10,12 and 14 on the existing scales, they will be placed on steps B, C, D, E, F, G and H respectively in the new scale set out in 6.1 above , as applicable, with effect from 1st September 2014.

6.3 The salary scales applicable to first Officers covered by this Agreement with effect from 1st April 2015 shall be as follows:

First Officers		
<i>New Step</i>	<i>Salary USD</i>	<i>Conversion from Current Step</i>
1J	3,610	–
2J	3,700	–
3J	3,800	–
A	4,710	4
B	5,050	5
C	5,480	6
D	5,550	7
E	5,600	8
F	5,650	9
G	5,700	10

<i>New Step</i>	<i>Salary USD</i>	<i>Conversion from Current Step</i>
H	5,750	11
I	5,800	12
J	5,850	13
K	5,900	14
L	5,950	15

With the exception of first officers placed on steps 1J, 2J and 3J salaries of first Officers eligible to step increases shall thereafter receive such revised salaries on 1st April in each successive year in terms of the scales set out above.

- 6.4 However, with the exception of those first officers who are presently on steps 1J, 2J and 3J and for whom similar steps have been provided for in the new salary scales set out in 6.3 above, all other first officers presently placed on step 4 and above will be placed on the new salary scales (vide 6.3 above) in the manner depicted in the 3rd column titled "conversion from current step" in the matrix set out in 6.3 above, with effect from 1st September 2014.
- 6.5 It is agreed by the Guild that, notwithstanding anything to the contrary stated in the Flight Operations Manual or any other document, the Absolute Limit of Flying Hours for Flight crew members shall continue to be 1000 hours within a period of 12 months.

7. *Productivity Incentive Bonus.*—

It is agreed that the Company shall introduce a new productivity incentive bonus scheme that will come into effect from the 1st September 2014, in terms of the table set out below.

<i>HOURS Per month</i>	<i>CAPTAIN (Used per Hour)</i>	<i>FIRST OFFICER (Used per Hour)</i>
0-65	18	12
66-85	25	17
Above 85	35	24

It is agreed by the Parties that the incentive bonus will be paid only to those eligible to receive the payment monthly based on the block times of the flight and will not be subject to a minimum payment. In the event the block time is exceeded by thirty (30) minutes or more, then the incentive payable for such flight shall be on the actual time of the flight.

Furthermore it is agreed by the Parties that the monthly incentive shall not form part of the monthly wage of the employees covered and bound and accordingly shall not attract consequential benefits such as EPF, ETF and gratuity.

8. *Payment for Working on a ' OFF DAY' –*

Flight crew covered by this Agreement will be entitled to a payment when called to work on the " off day " as follows:

Captains	–	USD 400 per occasion
First Officers	–	USD 300 per occasion

9. *Loss of License Insurance Scheme*—

In the event the Flight Crew member is permanently unable to maintain a License to fly as required by the company and / or the Civil Aviation Authority of Sri Lanka due to medical reasons, such Flight crew member shall be entitled to the benefits set out below and the at the discretion of the Company, could be employed to perform duties assigned by the company.

<i>Category</i>	<i>Less than 5 Years in rank</i>	<i>5-15 Years in rank</i>	<i>Over 15 years</i>
Local Captain	USD 125,000	USD 150,000	USD 175,000
Local First Officer	USD 100,000	USD 125,000	USD 125,000

In addition to the above payment , all Flight Crew will be paid USD 50,000 along with the following payments whichever is applicable:

- (a) In the event of Loss of License due to permanent total disability on medical or illness grounds to a sum equivalent to 60 months basic salary (60 months to be capped at 55 years. If the Flight Crew employee is above 55 years, the remaining number of months of service up to the age of 60 shall be taken into account in calculating the months of salary payable);
- (b) In the event of Loss of License due to permanent total disability caused by an accident to a sum equivalent to 84 months' basic salary(Subject to policy conditions).

10. *Warm Clothing Allowance.-*

The warm clothing allowance for Flight Crew who are required to perform operational flying duty to Overseas locations where warm clothing is deemed necessary will be eligible to receive an allowance of USD 400 once in every two years. This new scheme shall be applicable from the date of signing of this Agreement.

11. *Subsistence Whilst on Layover Trips*

<i>Meal/ Subsistence</i>	<i>Captain</i>	<i>First Officer</i>
Breakfast/ Lunch/Dinner	USD 25/25/25	USD 25/25/25
Overnight	USD 40	USD 30
A320(Turnaround)	USD 8 per hours	USD 7 per hour

The parties agree to review these amounts in three years.

12. *Travel Benefits and Concessions. -*

It is agreed by the Company to implement the travel benefits in respect of employees covered and bound by this Agreement as follows:

- (a) To continue the present benefit of offering one set of ID90 tickets on confirmed basis per year upon the completion of 10 years and thereafter in accordance with the conditions applicable prior to this Agreement coming in to force without any restrictions even in the event of an embargo.
- (b) To grant one more set of ID90 tickets on confirmed basis per year upon the completion of 10 years and thereafter subject to embargo periods that will be stipulated by the Company which shall be notified 6 months prior to the commencement of the schedule.
- (c) One set of ID90 tickets on confirmed basis shall be offered every year in the case of Flight Crew who have completed continuous service of three to ten years and subject to embargo periods that will be stipulated by the Company, which shall be notified 6 months prior to the commencement of the schedule.
- (d) All requests for ID90 confirm tickets to be made with a minimum period of one month prior to the date of travel.

All other terms and conditions in relation to employee travel benefits and concessions as per the staff travel policy shall remain unchanged.

13. Long Service Benefits.-

- (a). On completion of 20 years of continuous service, an additional 2 weeks of paid leave shall be granted. This is to be continued to be granted every 5 years until retirement at 60 years.
- (b). Flight crew who have already completed 20 years of continuous service will be eligible for this additional 2 weeks of paid leave immediately on signing of this agreement and it will be repeated every 5 years until retirement at 60 years.
- (c) Flight crew who are eligible for the said two (2) weeks of paid leave shall be entitled to utilize same within a period of five (5) years. If the company is unable to grant the said leave, the individual has the option of trading in the leave/ the balance leave at the end of the 5 year period for two weeks' basic salary/ prorated basic salary for number of remaining days.
- (d) On retirement after 25 years of continuous service, all flight crew shall be eligible for a set of sub load tickets every year on the class of travel at the time of retirement.

14. Trade Union Action.- The Employer, the Guild and members of the Guild as well as the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary or change, in any manner, any of the terms and conditions agreed upon herein unless and except through discussion and mutual agreement.

The Guild and the Employees covered and bound agree that they shall not resort to any form of trade union action in relation to any dispute connected with or arising out of any matter covered by this Agreement, except in a situation as provided for in clause 15 below.

15. Breach of Agreement by Parties.- In the event of a breach of the provisions of this Agreement by either party it is agreed by both parties that they shall first endeavor to resolve such matter through conciliation with the assistance of the commissioner General of Labour.

Parties agree that they shall extend their fullest cooperation to the Commissioner General of Labour to conclude the conciliation proceedings within the shortest practicable period of time.

If such matter cannot be resolved as set out above and if the Company is responsible for the said breach, then the Guild and its members shall have the right to take trade union action. Provided however the Guild shall not resort to such action in pursuance of their rights without giving seven days prior written notice to the company.

Likewise, if the Union and its members as well as the employees covered and bound are responsible for the breach, the company reserves the right to withdraw the facility of check-off to the Guild and all or any of the facilities or benefits granted to employees by this Agreement. Provided however it is agreed by the company to give seven days prior written notice to the union before taking such action.

16. Matters not covered by the Agreement and Disputes settlement Procedure.- Both parties will have the right to raise issues and make demands of matters not covered by this Agreement.

In the event of a grievance and/or dispute arising in relation to any matter not covered by this Agreement it is agreed by parties that they shall settle such grievance and/or dispute by strictly adhering to the Grievance and Disputes Handling Policy applicable to the flight crew as specifically set out in clause 18(4) in the People Administration and Engagement policy Manual to resolve such grievance and/or dispute.

17. Parties commit themselves to uphold the terms of this Agreement in the spirit of a collective bargaining and foster mutual understanding at all times with objective of maintaining industrial peace and harmony at the work place as well as safeguard each other's best interest.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THEIR AUTHORIZED REPRESENTATIVES TO SET THEIR HANDS HEREUNTO AND TO FOUR OTHER OF THE SAME TENOR ON THIS TWELFTH DAY OF SEPTEMBER, TWO THOUSAND AND FOURTEEN, IN COLOMBO.

for and on behalf of:
SRILANKAN AIRLINES LTD


Mr Kapila Chandrasena
Chief Executive Officer


Mr Pradeepa Kekulawala
Head of Human Resources


Captain Druvi Perera
Chief Operations Officer

WITNESSES:


Mrs Buddhika Manage
Senior Manager HRD & BP


Director,