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

EXTRAORDINARY

අංක 2273/72 – 2022 මාර්තු 31 වැනි බ්‍රහස්පතින්දා – 2022.03.31

No. 2273/72 – THURSDAY, MARCH 31, 2022

(Published by Authority)

## PART I: SECTION (I) – GENERAL

### Government Notifications

My No.: CI/139.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer (Sri Lanka) PLC (Piliyandala Factory), No.20, Gonamaditta Road, Piliyandala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 11th November 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.  
21st March, 2022.

#### Collective Agreement No. 43 of 2020

#### COLLECTIVE AGREEMENT

This agreement is entered into between Singer (Sri Lanka) PLC, a Company duly registered in Sri Lanka having its registered office at No. 20, Gonamaditta Road, Piliyandala (hereinafter referred to as “the Employer” and the Inter Company Employees Union a Trade union duly registered in Sri Lanka having its registered office at 259/9, Sethsiri Mawatha, Koswatta, Thalangama (hereinafter referred to as “the Union”).



Whereas the Union by its letter dated 28<sup>th</sup> January 2020 made requests for revision of terms and conditions of its members employed in the Manual category at the Piliyandala Factory Complex of the Employer and the parties after negotiations have agreed on the following terms of settlement in respect of the matters set out in the said letter of the union.

- (i) This agreement shall cover and bind the employer, the union and its members employed in manual categories on monthly contracts of employment by the Employer in the Piliyandala Factory Complex.
- (ii) Further to the productivity norms agreed by the Employer and the branch union in terms of the productivity agreement signed between the said Employer and the branch union, the employer agrees to revise the salaries of employees covered and bound by this agreement by 12.5% with a minimum increase of Rs. 4,125/= to be paid in the following manner;
  - (a) 80% of the total increase in the first year with effect from 19<sup>th</sup> October 2020.
  - (b) 20% of the total increase in the second year with effect from 19<sup>th</sup> October 2021.
- (iii) The union and the employees hereby agree that they shall not resort to any form of trade union action in respect of the matters covered by this agreement. Provided however that in the case of any industrial dispute with regard to matters not covered by the agreement the employer and the union agree to the following disputes settlement procedure.
  - (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch committee to the Employer and at least two weeks time given for the Employer to resolve the dispute.
  - (b) If no satisfactory solution is found, the matter should be referred to the parent union and to the Employers' Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
  - (c) If after discussion the matter cannot be resolved by the intervention of the EFC and the parent union, the conciliatory proceedings under the Industrial Dispute act should be followed.
  - (d) If after conciliation had failed in the labour Department, the union wishes to take trade union action, written notice should be given of not less than 14 days to the Employer and to the EFC.
- (iv) This agreement shall take effect from 19<sup>th</sup> October 2020 and may be terminated by either party with one month's written notice to the other provided however, that neither party shall give such notice before 18<sup>th</sup> September 2022 and the agreement shall not stand terminated until 18<sup>th</sup> October 2022.
- (v) The Employer agrees to reimburse up to a maximum of Rs. 38,000/= per annum, per employee in respect of out-door medical expenses. In respect of all other matters pertaining to medical benefits, the present medical scheme will be applicable.

In witness hereof parties have hereunto set their hands on this Eleventh day of November Two Thousand and Twenty.

  
 For and on Behalf of  
 SINGER (SRI LANKA) PLC

Name Representative  
 Designation Factory

Witnesses:  
 I Witness  
 Name Witness  
 Designation Witness

My No.: CI/1792.

## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Piramal Glass Ceylon PLC, No.148, Maligawa Road, Borupana, Ratmalana of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 9th September 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.  
21st March, 2022.

### Collective Agreement No. 40 of 2020

#### COLLECTIVE AGREEMENT

#### COLLECTIVE AGREEMENT - 2019

#### BETWEEN

#### PIRAMAL GLASS CEYLON PLC

#### &

#### INTER COMPANY EMPLOYEES UNION

#### COLLECTIVE AGREEMENT 2019

This Agreement entered into by and between "Piramal Glass Ceylon PLC "(PQ 190) , a company duly incorporated in Sri Lanka and having its registered office at No. 148, Maligawa Road Borupana, Ratmalana (hereinafter referred to as the "**Employer**" ) and " **Inter Company Employees Union**" a **Trade Union** duly registered in Sri Lanka, having its registered office at No: 259/9, Sethsiri Mawatha. Koswatta, Thalangama. (hereinafter referred to as "**the Union**")

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

TITLE : The Collective Agreement shall be known and referred to as the Piramal Glass Ceylon PLC Collective Agreement 2019.

#### **1. PARTIES COVERED AND BOUND BY THE AGREEMENT**

This Agreement shall cover and bind the Employer, the Union and all Permanent employees who are members of the Union and are in employment as at the date of signing of this Agreement.

#### **2. DATE OF OPERATION AND DURATION**

This agreement shall be effective from 1 st April, Two Thousand Nineteen (01.04.2019) and shall thereafter continue to be in force unless it is determined by either party giving one month's notice, in writing , to the other provided however that neither party hereto shall give such notice to the other party prior to the 28 th of February , 2022.

#### **3. REPUDIATION OF PREVIOUS COLLECTIVE AGREEMENT**

This Agreement shall supersede and replace the provisions of the previous Collective Agreements signed between the

parties and all such previous Collective Agreements shall stand terminated with effect from the date on which this Collective Agreement comes into force.

#### 4. SALARIES

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

##### (i) **Period from 01<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 (1<sup>st</sup> Year )**

- (a) With effect from 01<sup>st</sup> April 2019, Rs. 3500 /= or an amount equivalent to 11%, of the basic salary of an employee as at 1<sup>st</sup> April, 2019 whichever is higher, will be added to the basic salary.
- (b) Thereafter, a further sum of Rs. 335 /= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI ) calculated at the rate of Rs. 67 /= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01<sup>st</sup> April 2019.
- (c) To pay a sum of Rs. 124,000 /= in lieu of NRCOLG (Non-Recurring Cost of Living Gratuity) for the period referred to above and out of the said total amount, an amount, of Rs. 6,000 /= shall be paid as an advance, monthly (for a period of twelve months) and Rs. 72,000 /= paid as an advance will be deducted from the total amount, and the remaining amount of Rs. 52,000/= will be paid during the month of April 2020.

payment in lieu of NRCOLG - For the first year, the parties agreed that Rs.120,000 has already been paid (including the said Rs. 6,000 per month paid as an advance payment) since 1<sup>st</sup> of April 2019 up to 31<sup>st</sup> March 2020.

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

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

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

##### (ii) **Period from 01<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021 (2nd year)**

The salary increases for the said period indicated herein would be affected with effect from 1<sup>st</sup> June 2020.

- (a) With effect from 01<sup>st</sup> June 2020, Rs. 3,500 /= or an amount equivalent to 8%, of the basic salary of an employee as at 1<sup>st</sup> April, 2019 (for the basic salary before 1<sup>st</sup> year increase), whichever is higher, will be added to the basic salary.
- (b) Thereafter, a further sum of Rs. 335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agreement with effect from 01<sup>st</sup> June 2020.
- (c) To pay a sum of Rs. 128,000 /= in lieu of NRCOLG ( Non - Recurring Cost of Living Gratuity ) for the period referred to above and out of the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly ( for a period of twelve months) and Rs.72,000/= paid as advance will be deducted from the total amount, and the remainig amount of Rs. 56,000/= will be paid during the month of April 2021.

parties agree that the said Rs. 6,000/= per month payment in terms of 4 (ii) (c) has already been paid as a monthly advance, up to the date of signing this agreement.

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

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

The arrears payable from 1 st june 2020 till the date of signing this agreement as per 4(ii) a) and b) will attract EPF, ETF, OT Attendance Allowance and Holiday pay only.

**(iii) Period from 01 st April 2021 to 31 st March 2022 (3 rd Year)**

- (a) With effect from 01 st April 2021, Rs. 3500/= or an amount equivalent to 8%, of the basic salary of an employee as at 1 st April, 2019 (for the basic salary before 1 st Year increase), whichever is higher , will be added to the basic salary.
- (b) Thereafter , further sum of Rs. 335/= being the rupee value of 5 points of the Colombo Consumer Price Index (CCPI) calculated at the rate of Rs. 67/= per point, will be added to the basic salary of each employee covered and bound by this agrement with effect from 01 st April 2021.
- (c) To pay a sum of Rs. 132,000/= in lieu of NRCOLG (Non Recurring Cost of Living Gratuity) for the peroid referred to above and from

the said total amount, an amount of Rs. 6,000/= shall be paid as an advance, monthly (for a period of twelve months) and Rs. 72,000/= paid as an advance will be deducted from the total amount, and the remaining amount of Rs. 60,000/= will be paid during the month of April 2022.

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

Trade union agrees with the management to review the third year increase reffered to under this clause in case there is a setback in the production performance for the financial year 2020-2021.

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

**05. SHIFT, HEAT & DUST, MACHINE, SUBSISTENCE AND DISTURBANCE ALLOWANCES**

**(i). Shift Allowance**

The shift allowance payable for an 8 hours shift to the relevant employees is as follows:-

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

**(ii). Heat and Dust Allowance**

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

Heat Allowance	-	Rs. 10/= (Furnace)
Dust Allowance	-	Rs. 09/= (Batch House)

This would be confined to relevant employees in line with the existing norms.

## (iii). Machine Allowance

Machine allowance - Rs. 100/= (Hot End & IS)

Machine allowance is applicable to employees who are permanently attached to Hot End and IS divisions. This allowance will be paid only when the relevant employee arrives at his scheduled shift. Therefore, this allowance will not be paid during when the employee is engaged at work on overtime.

This payment will come into effect from the date of signing the collective agreement.

Management is required to take further possible measures to minimize the impact arising out of heat, dust and sound.

## (iv). Subsistence allowance &amp; Disturbance allowance

- Subsistence allowance will be increased from Rs. 150/= to Rs. 175/=
- Disturbance allowance will be increased from Rs. 150/= to Rs. 175/=

This would be confined to relevant conditions and relevant employees in line with the existing norms.

This increase will come into effect from the date of signing the agreement.

**06. WELFARE ACTIVITIES**

## (i). Donation in the event of a Death

In the event of a death of a permanent employee, who is covered and bound by this agreement, the employer agrees to increase the pay from Rs. 150,000/= to Rs. 200,000/= to the person who has been nominated by the employee.

This will come into force from 1st June 2020.

## (ii). Service Awards

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

- (a) An Employee who has completed 15 years of continuous service shall receive a 8g gold coin.
- (b) An Employee who has completed 25 years of continuous service shall receive a 10g gold coin.
- (c) An Employee who has completed 30 years of continuous service shall receive a 12g gold coin.
- (d) The relevant service period shall be determined taking into consideration 1st April of each year as the base date.
- (e) Employees shall be entitled to the service award in the event of termination of their services on the following grounds and/or provided that other requirements, in granting the service award, have been fulfilled:-
  - Resignation from service
  - Voluntary Retirement
  - Reaching the age of retirement as per the letter of appointment.

(f) The relevant period of service as per e) shall be determined by taking the last date of employment into consideration.

(g) Exemptions:

(I). It is agreed to grant the 25 year service award to an employee who has completed a continuous period of 20 years of service, at the time of his retirement and has received the 15 year service award.

(II). It is also agreed to grant the 30 year service award to an employee who has been in continuous service at least for a period of one year after becoming entitled for the 25 year service award and at the time of retirement.

## 7. INSURANCE SCHEME

(i) The Employer shall contribute 60% of the premium while the employee is required to contribute 40% of the premium for the said insurance scheme. The present maximum claim of Rs. 140,000/= per family per annum would continue to remain same. The sharing ratio (60:40) will remain the same during the pendency of this agreement.

The parties agrees the said insurance scheme was inforce till the date of signing the agreement.

(ii) From the date of signing this agreement to the next insurance year/agreement with the insurance company, it is agreed to amend the above 7 (i) clause in the insurance scheme to a maximum of Rs. 180,000/= per family per annum. Accordingly, the contribution of the insurance permium will be the employer to contribute 60% of the premium while the employee would contribute 40% of the premium.

## 8. MEDICAL TEST

An appropriate medical test for the employees deployed in the Batch House, Furnace, Hot End, Cold End, Packing, Printing and quality Assurance, in addition, Employees who are engaged in maintenance activities of is section, General maintenance and instrument Technician in the Electrical Division shall be carried out on a schedule to be made by the employer. In addition, examination of eyes for all employees at the cold End shall also be carried out according to a schedule made by the employer.

The above tests are mandatory, and employees agree to make themselves available for the respective tests, According to the Schedule made by this employer.

9. The employees covered by this Agreement agree to actively attend and undergo on the job training initiatives of the company, such as Management Information System (MIS) International Organization for Standardization (ISO), Occupational Health and Safety Assessment series (OHSAS) kaizen, 5S, CLTI, Total Quality Management (TQM), Area Effectiveness Team (AET) Six Sigma Parivarthan, RTMI, E - learning etc.

The trade union and employees agree to participate the above training programs and are individually and collectively bound to actively implement and complete them.

The trade union and employees agree to actively participate to continue Parivarthan, RTMI and the above processes, CLTI related activities and the implementation of 5S concept in the workplace and the trade union and employees agree to maintain the records and entries that the company introduced to each Section.

The Union and the employees also agree to co-operate and support measures/ initiatives and quality improvement by involving themselves in self - managed group activities (including Parivarthan, RTMI, E-learning), Idea Bank and suggest scheme for productivity improvement.

A Certificate / Letter of participations will be issued to the employees on Successful completion of structured Training Programmes by the management A letter of participation for structured training programm will be issued by the management.

10. In view of the continuous manufacturing process that is operative in the factory, the union and the employees agree to co-operative to curb absenteeism and extending genuine support for achieving targeted plant efficiency.
11. No employee shall leave his/her place of work /department till his reliever arrives and reports for duty and hands over change to the next person on the shift. They should be in full uniform with required personal protective equipment (PPE) and should meet at machine floor to brief about the production and machine condition and defects to incoming employee.
12. It shall be the responsibility of the employees to observe asset care initiative by taking care of the tools, machine, spare parts and proper packing of shop floor materials. The trade union and employees agree that missing mould equipment which are not found need to be reported to their own sections.
13. The trade union and the employees agree for monitoring running bottles, identifying defects in the production conveyer, taking recovery actions by machine operator when producing all type of bottles.

The trade union and employees agree to enter the below mold number in RTMI except during job change, defect acknowledgement, to attend to the possible defect rectification by machine operators. if any defect, correction is beyond their control it should be informed to shif executive immediately.

14. The trade union and the employees agree that machine operators should load the gob time to on demand and ensure that sheer spary water and wear handling should be done properly and make corrections whenever necessary.
15. Usage of Personal Protective Equipment (PPE) and adhering to safety instructions and norms as per standards and follow the requirements of ISO standards are compulsory for all employees at the workplace.
16. Use of mobile phones at the workplace shall be strictly on prior approval and shall be under exceptional circumstances. The mobile phones are permitted to bring to the factory premises based on the said condition only.
17. Trade union, and employees agree to keep the workplace clean and in order.
18. Trade union, the employees and the employer agree to align with the inspection/ observation procedures, which are required for the security of the organization.
19. As per the current system, the machine operators in the hot end section agree to measure the weight of the bottle in the relevant production line and to record it.
20. The trade union and employees agree to do blank and blow parallel swabbing every one hour in P1, P2, P3 and P4 lines and they will do parallel swabbing in P5 line two times per hour in line with the rotaion of the machine operators for the pourposse of regularizing present duties carried out by the same employees. The trade union and employees agree to follow the procedure adapted in P1, P2, P3 and P4 lines whenwver the said employees are deployed to work in P0.
21. The trade union and the employees accept the need for IS employees' involvement to start the IS machine after job change and handling of variables and mould equipment carefully to improve efficiency and reduse T1.

Further, all the other relevant departments should support to reduce T2 time. The trade union and employees agree for attending to strat the machine after evry job change by IS employees and to bring IS fitters for job changes in the early hoours, that is to attend as they came before as per management requirement.

22. The Employees who are members of the trade union agree to work appropriately and with due concentration in relation to their respective work areas during their working hours within the organization. The Employer agrees to provide the necessary facilities and the work-environment for this purpose.
23. In view of the continuous manufacturing process that is operative in the factory, the union and employees agree to concentrate and co-operate to minimize and control re-sorting.



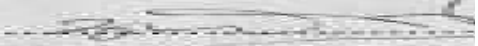
24. The furnace operators in furnace department agree to remove and install stirrers and disposal. The trade union and employees agree to maintain quanti drain (when there are three employees ) and properly supervise and observe the system when color for hearth is not in operation.
25. The employees agree that they are bound by the disciplinary standards / norms and work arrangements and prevailing procedures of the company and the company has the right to take appropriate disciplinary action against any misconduct/ violation.
26. Trade Union and Employees agree to actively and enthusiastically participate in all activities done to preserve energy.
27. In view of continuing the existing inspection process and activities of the Quality Assurance department after adding the P0 line, four employees will be deployed and those people will be sourced, two from existing PO carder and two from other sections/ departments. Out of this, three people will be deployed by the management and trade union agrees to release one employee from furnace section. Employees will not be deployed on overtime basis at furnace section due to said released. However steps will be taken to engage in overtime only for essential reasons with the sanction of the sectional managers.
28. The trade union and employees agree to move away from the current practice of line changing everyday by the cold end supervisors/ assistant supervisors and to change the lines once a month only.
29. The employees agree to involve themselves actively and efficiently in various committees, including, Safety committee canteen committee, welfare committee etc.
30. Any sabotage act carried-out which will have an adverse impact on productivity, efficiency & sales would be considered as violation of agreement.
31. The Union and its members and the employees covered and bound by this agreement, jointly and severally agree with the employer that during the continuance in force of this agreement, they shall not engage in any strike or other form of trade union action against the employer in respect of any dispute between the employer on the one hand and the union and/ or its members and / or any employees covered and bound by this agreement on the other hand when such dispute is related a matter covered by this agreement.
32. The trade union and employees agree to take immediate actions when it is known that an attempt is being made to infringe or violate any clauses of this agreement by any member individually or collectively.
33. Grievance and Dispute Settlement Procedure


In the event of any dispute or grievance in relation to a matter / dispute not covered under this collective agreement, between an employee or employees/ "Trade Union" and the employer, the following procedure shall be followed for the settlement of such dispute or in resolving such grievance:


- i. The employee or the "Trade Union" representative shall, in the first instance, raise the dispute or grievance with the Sectional Manager / departmental Head.
- ii. If the dispute or grievance is not satisfactorily resolved as referred to at 33.i above, the employee or the "Trade Union" representative shall then refer the matter to the Human Resource Manager in writing, and the Human Resource Manager shall discuss the matter with the employee or the "Trade Union" representative and Endeavour to bring about a settlement.
- iii. If no satisfactory solution is arrived at the discussions in 33. ii above, then the matter in dispute shall be discussed by the employee or "Trade Union" with the members of the senior management represented by the present designation of General Manager / Vice President.
- iv. If no satisfactory solution is arrived at the discussion in 33.iii above, then the matter in dispute shall be discussed by the Employee or "Trade Union" with the COO / CEO / President.
- v. If the dispute is not resolved as referred to at 33-iv above, the employee / Trade Union may pursue the matter with the Employers' Federation of Ceylon (EFC), of which the employer is a member.


- vi. If after discussion the matter cannot be resolved by the intervention of EFC or under certain circumstances if the "Trade Union" decide not to agree for the intervention of the Employers' Federation of Ceylon, after giving reasons to that effect, and then conciliatory proceedings under the Industrial Dispute Act (IDA) should be followed.
- vii. (a) If the conciliation in the Department of Labour fails, and the "Trade Union" contemplates stoppage of work or strike action, not less than 21 days prior written notice should be given to the employer and to the EFC.  
  
(b) If any Trade Union action other than the action referred to under 33.vii -a) is contemplated not less than 7 days prior written notice should be given to the employer and the EFC.
- viii. Without prejudice to the provisions above, the employees the "Trade Union" and its members hereby agree that they shall not resort to any Trade Union action in respect of any dispute not covered by this agreement without having recourse to the Grievance and Disputes Settlement Procedure set out herein.
- ix. Management agrees to reply trade union letters on disputes within a period of 7 days.
- 34. i. The term "Trade Union" shall include an employee / employees and / or Trade Union as well.  
  
ii. "Salaries or Wages" mean consolidated salaries or wages.

In witness hereof, the parties placed their signatures on this on **9<sup>th</sup> September, Two Thousand & Twenty**, at Colombo.

On behalf of the  
  
**Janaka Adhikari**  
**General Secretary**  
**Inter Company**

  
**K.P.S. Kumara**  
**(President - B)**

  
**Viraj Madusha**  
**(Secretary -**

  
**Deepal Dissara**  
**(Committee**

**Witness:-**