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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2365/75 – 2024 ජනවාරි 06 වැනි සෙනසුරාදා – 2024.01.06
2365/75 – SATURDAY, JANUARY 06, 2024

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1220.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Associated Battery Manufactures (Ceylon) Ltd, No. 31, Katukurunduwatte Road, Off Attidiya Road, Rathmalana of the one part and the Commercial and Industrial Workers Union, No. 17, Barracks Lane, Colombo 02 of the other part on 09th June, 2023 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.
08.12.2023.



Collective Agreement No. 34 of 2023

Associated Battery Manufacturers (Ceylon) Limited

Collective Agreement 2022

THIS Collective Agreement is made and entered into on this 09th day of June, Two Thousand Twenty Three (2023) between Associated Battery Manufacturers (Ceylon) Limited, having its Registered office at No. 31, Katukurunduwatte Road, Off Attidiya Road, Rathmalana, (hereinafter referred to as the 'Employer') of the one part and the Commercial and Industrial Workers Union registered under Number 4252 under the Trade Union Ordinance, having its Registered Office at No. 17, Barracks Lane, Colombo 02, (hereinafter referred to as the 'Union') of the other part witnesseth:

WHEREAS the Union has shown to the satisfaction of the Employer that it represents a majority of the employees employed by the Employer in the Manual grades in the Employers Factory, the Employer having negotiated with the Union regarding terms and conditions of service of the factory employees concerned have agreed to as follows.

1. **Title.**— This Agreement shall be known and referred to as the Associated Battery Manufacturers (ceylon) Limited employees' collective agreement of 2022.

2. **Parties Covered and Bound.**— This Agreement shall cover and bind the Employees the Union and all its members employed on permanent monthly contracts by the employer in its factory in the categories referred to in the first schedule hereto and hereinafter referred to as 'The Employees'.

3. **Date of Operation and Duration.**— This Agreement shall be effective from the First day of August Two Thousand Twenty Two and shall continue in force for a minimum period of four (04) years unless it is terminated by either party giving one (1) months notice in writing to the other of its intention to terminate the Agreement, provided however, that neither party shall give such notice on or before thirty first (31) day of July Two Thousand and Twenty Six.

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 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 the Agreement.

5. **Production Targets and Operation Procedures.**— The Union agrees that the minimum Production Targets and operating procedures will be as set out in schedules III, and IV hereof. The minimum production targets are subject to normal conditions including minor breakdowns such as minor stoppages for setting changes *etc.* and are variable in the event of major machine break-downs, power failures, and delay in raw materials, technical issues or other circumstance acceptable to the Management. However, in the event of any of the above situations, employees should make every attempt to give the maximum output thereafter by working till end of the shift.

6. **Probation.**— Every employee recruited by an Employer shall serve a period of probation of not more than six (6) months. Provided however that if during the six (6) months probationary period the Employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (3) months, and in that event the Employer shall indicate to the employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall have the right to terminate the 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 his Employer's service with effect from the day after, the day on which the period of probation, or extended probation as the case may be ended.

7. **Attendance.**—

- (a) Unless otherwise specifically instructed by his Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the stores, factory or job and shall there remain available for work throughout the normal working hours.
- (b) If, at the factory, work is temporarily not available for an employee in his own workplace, he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any department of the Employer where work is available.
- (c) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable for appropriate disciplinary action. In such an occasion of absence other employees should make their best effort to cover the absence.

All the sections will be operated as per the current practice.

8. **Hours of work.**— The normal working hours shall be those hours which are customarily worked in the establishment of the Employer.

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

10. **Overtime.**—

- (a) If required by his Employer an employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.
- (b) Overtime work (*i.e.* work performed in excess of normal working hours) shall be remunerated at one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 19 (a) hereof.

11. **Weekly Holidays.**—

- 1) In respect of each week every factory employee to whom the Shops and office employees' Act will not apply. Shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however, that if an employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of clause 19 hereof.
- 2) In computing the period of twenty eight (28) hours referred to in sub-clause.
The Employer shall include;
 - (i) Every holiday allowed be the Employer to the employee as annual holiday,
 - (ii) Every Public holiday granted by the Employer in terms of clause 13 hereof; and
 - (iii) Every day's absence on any ground approved by the Employer.

3) The Employer may employ any employee on a weekly holiday subject to the following conditions;

- (i) A day within the six (6) days next succeeding such weekly holiday shall be allowed to that employee as a holiday with remuneration. Provided however that if any employee who is employed on a weekly holiday is liable to forfeit and his Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (a). then and in such event that employee shall forfeit and his Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 19 (b) hereof in respect of the holiday which shall be allowed to the employee within six (6) days of that two (2) such weekly holidays in any one calendar month an Employer may with the consent of the employee;
 - a) Instead of allowing an alternate holiday within six (6) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 19 hereof in lieu of such alternate holiday or
 - b) In case that employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the employer shall be entitled to deduct a day's wage as aforesaid employ that employee on the alternate holiday.
- (ii) That in respect of work done on such a holiday employees shall be paid as remuneration;
 - a) One and half (1 1/2) time the normal hourly rate ascertained in accordance with the provisions of clause 19 here of clause 19 hereof for the number of hours worked during the first nine (9) hours (inclusive of one hour for meal) and
 - b) At double the normal hourly rate ascertained in accordance with the provisions of clause 19 hereof for each subsequent hour of work.

12. **Annual Holidays.**— Annual holidays shall be allowed to employees in accordance with the decisions of the wages board applicable to them,

13. **Statutory Holidays.**— Statutory holidays shall be allowed to employees in accordance with the decisions of the Wages Board applicable to them save and except in the case of those employees who shall be covered by the provisions of the Shops and Office Employees Act where the provisions of that Act shall apply in this regard.

14. **Casual Leave.**—

- a) In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to take on account of private business or other reasonable cause including ill health if that employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as 'casual leave') with remuneration for 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 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 saves and except upon the ground of ill health provided further that any worker shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two months; service.

- b) Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where an Employer finds it difficult to grant an application for casual leave, his difficulty shall be notified to the Employee as soon after the application is made and such case the employee may be required to state the reason for the application in order that the employer may decide whether it is reasonable in the circumstances to grant him casual leave.
- c) An employee who avails of less than seven (7) days Casual leave during any calendar year shall be entitled to receive a payment equal to two (2) days salary in respect of each day of unexpired of Casual leave.

14. **Sick Leave.**—

- a) In any year an employee shall be entitled to sick leave not exceeding twenty one (21) days. provided that;
- b)
 - i) His illness is supported by a certificate from a Registered Medical practitioner (unless waived by his employer) within seven (7) days if the absence exceeds seven (7) days or where the absence is less than 07 days on the date that such employee reports to work. However in any one year an employee may avail himself of up to a maximum of seven (7) single days which are not consecutive on production of a sick note. Provided however that an employee has to inform the company within 24 hours, if the prior approval has not been obtained.
 - ii) The employee shall not be on probation within the meaning of clause 06 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 months (9) probation.
- c) Accumulation and encashment of sick leave.-

An employee who avails of less than twenty one (21) days sick leave during a calendar year is permitted to accumulate lying to his credit in that year.

 - (ii) Accumulation is permitted up to sixty three (63) days and could be utilized during any prolonged illness subject to a Medical certificate acceptable to the Employer being produced. Sick leave thus accumulated will be valid up to the date of retirement/or cessation of employment.
 - (iii) The entitlement to sick leave is subject to the leave being approved before hand or the employer being informed of the reason for absence.
 - (iv) Utilization of next year's Sick Leave is permitted up to seven and half days (7 1/2) if an employee who has exhausted his leave entitlement is unable to attend his normal work due to an accident, surgery or any other sickness which needs hospitalization.

Unavailed leave can be encashed and payment will be made equal to two (02) days salary in respect of each day of unavailed casual and sick leave.

16. **Wages.-**

All eligible employees have already received Rs. 10,000/- into their basic salary with effect from 01st April 2023.

4 month bonus entitled for the financial year 2022/23 has also been paid to those eligible employees in calculation of the above mentioned increase basic salary. This payment was made as a full and final payment after considering all the factors and validity only for this Agreement.

As a gesture of goodwill an ex - gratia sum of Rs.5000/- will be paid to those eligible employees after signing the agreement.

17. **Non-Recurring Cost of Living Allowance (NRCLA) .-** No change in the existing payments of Non Recurring Cost of Living Allowances (NRCLA) which was paid to the respective employees in September 2009. Those payments will be continued to be paid as per the terms and conditions set out in clause 17 of the Collective Agreement 2006.

Parties agreed that in the event of re-publication of the Colombo Consumers Price Index (CCPI) during the pendency of this Collective Agreement parties would renegotiate and make an applicable payment from the date of commencement of publication of such index.

18. **If During The Continuance in force of the Agreement The Government of Sri Lanka.-** (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the employer shall pay such increases in wages prescribed by such written law and in terms of such written law.
- (b) Recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

19. **Wages for the Period less Than One Month.-** For the purposes of this Agreement the wages of any employee for periods less than one month shall be computed in the following manner.

(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 (2)
(either morning or afternoon).

(d) For one week - a day's wage ascertained as above multiplied by seven (7).

20. **Non-Recurring Cost of Living Gratuity (NRCLG) .-** Parties have agreed that in the event of re - publication of the Colombo Consumers Price Index (CCPI) during the pendency of this Collective Agreement parties will renegotiate and calculate an applicable payment and would make a payment accordingly with effect from the date of such re - publication of the Colombo Consumers Price Index (CCPI).

21. **Provident Fund. -** An employer and an employee shall contribute to the provident fund at rates prescribed by the Employees Provident Fund Act, No. 15 of 1958.

22. **Terminal Benefits.-** Terminal benefits will be paid in accordance with the formula in the Gratuities Act, No. 12 of 1983.

23. **Bonus. -** (i) Without prejudice to the employers claim that Bonus payments are ex-gratia, the employer shall during the pendency of this Agreement pay by way of an Annual Bonus to each employee in the month of April each year a sum amounting to two and half (2 1/2) months salary. The salary for this purpose shall be the monthly salary payable to an employee as at March of such year.

(ii) In addition to the payment referred to at (i) above the employer undertakes to pay, also in the month of April each year the following amounts subject to the achievement of production levels in the factory as detailed hereunder during the preceding financial year, *i. e.* 1st April to 31st March.

- (a) A sum equal to half (1/2) months salary provided the production in the factory during the preceding financial year is not less than 237,000 units of batteries.
- (b) A sum equal to One (1) months salary, inclusive of the amount referred to at (ii) (a) above, provided the production in the factory during the preceding the financial year is not less than 270, 000 units batteries.
- (c) A sum equal to One and a quarter (1 1/4) months salary, inclusive of the amounts referred to at (ii) (a) and (b) above, provided the production in the factory during the preceding the financial year is not less than 296, 000 units batteries.
- (d) A sum equal to One and half (1 1/2) months salary, inclusive of the amounts referred to at (ii) (a), (b) and (c) above, provided the production in the factory during the preceding the financial year is not less than 302, 000 units batteries.
- (e) For 302,001 to 480,000 battery units, cents 40 will be paid per battery unit and no such payment will be made for 480,001 to 518,000 battery units. However, over 518,001 battery units will be entitled for the payment of cents 40 per Battery unit
- (f) Bonus will be deducted as per the attached schedule - 6 for the employees who have unauthorized no - pay absence.
- (g) Number of Battery units will be calculated based on below table.

Battery Type - Family	Battery Units
D23, D26, D31, B 20, B24	1
N. 100, N 120, N 150	1 1/2
N 2000	2

24. **Annual Increments.**— Employees will be entitled to Annual Increments with effect from 01st April each year in accordance with the formula set out in the Second Schedule hereto.

- (a) An Annual Increment of an employee can be suspended, stopped or differed by the Employer by way of punishment for misconduct.
- (b) An Annual Increment if suspended, stopped or differed shall mean;
 - i. Differed the loss of increment shall be continuous throughout his career.
 - ii. Stopped, the loss of increment shall only be for the period of stoppage.
 - iii. Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependant upon a consideration of the factors giving rise to the suspension, where on such decision an increment is neither stopped nor Differed, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.

25. **Warning.**— If in the opinion of the Employer an offence warrants a warning, the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the Employer in the presence of two witnesses and the warning letter will be filed in the personal file with the attestation of the two witnesses.

26. **Suspension.**— (a) An employee may be suspended without pay by the Employer.-

- i. Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal.
 - ii. In order to avoid a breach of peace or damage to the property or disturbance or the business of the employer.
 - iii. As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (b) At the time of suspension under sub-clause (a) i. or within twenty four (24) hours thereof, the Employer shall provide the employee with a written order of suspension specifying the reason for such suspension specifying the reason for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 27 hereof.

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

- (a) Irrespective of where an employee has been suspended under Clause 26 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 three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (b) Within three (3) 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 charges preferred against such employee. Provided, however, that if in the circumstances it is reasonable, the employee may ask the employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an employee to the employer, the employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (c) If the Employer is satisfied with the written answer or explanation of the employee, the employee shall, if he is under suspension, forthwith be reinstated and shall be paid all wages and entitlement due for the period of such suspension.
- (d) If the Employer is not satisfied with the written answer or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (e) After holding such inquiry the Employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- (f) If the employee is under suspension and the Employer after such inquiry makes order that -
 - (i) the employee shall not be dismissed, then, the employer shall resume employment forthwith and shall, subject to the provisions of sub-clause 26(a) (iii). Hereof, be paid all wages and entitlement 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.
 - (ii) the employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension.
 - (iii) 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 if in view of the serious or involved nature of the charges preferred against the employee the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the employee may remain suspended without pay.
 - (iv) If in any case where an employee is suspended as provided for herein and the employer shall fails to make an order under paragraphs (i) to (iii). Of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraphs (i) to (iii). Of the preceding sub-clause irrespective of the outcome of the inquiry.
 - (v). In any case where an employee is suspended as provided herein, the Employer shall make an order under paragraphs (i) to (iii) of sub-clause (f) within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the federation and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time, as may be agreed.
 - (vi). The Employer shall not be required to hold an inquiry as referred to in sub-clause (d) and (e) hereof where the Employer proposed to warn the employee or where the employee admits to the charges or charge. Provided however, that if the Union disputes the warning or punishment imposed on the employee by the Employer and requests the holding of an inquiry, the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.

28. **Retirement.** - Your age of retirement is 60 years and shall be subject to the Minimum retirement Age Act No. 28 of 2021. On reaching the age of 60 years you shall ipso facto retire and cease to be an employee of the company.

There would be no further extension of the contract. However, if there is a change of the retirement age in future *i.e.* , 55 years, the Clause No. 28 of Collective Agreement of year 2018 will be applicable for the retirement.

29. **Termination of Service.** -

(a) Every contract, whether oral or written, for the hire of any employee by the Employer except for work usually performed by the day or by the job, or by the journey, shall (subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's previous notice be given by either party to the other or his intention to determine the same such month has expired.

(b) Where any employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period on the failure of the employee to complete the job within a reasonable time.

30. **Union Recognition.** - The Union shall be competent to make representations on behalf of its members employed in the work place of the Employer. In regard to issues of general application or the effect of principles such as matters affecting general terms and conditions of employment in the work place the following provisions shall apply :

(a) When the Union is representative of not less than forty *per centum* (40%) of the employees whose membership subscription is not in arrears the Employer of such employees will recognize that union for the purpose of general claims and matters and negotiate with it on that basis. such employees will recognize that union for the purpose of general claims and matters and negotiate with it on that basis.

(b) If it becomes necessary to decide the question whether at the establishment of the Employer the union is competent to make general claims or raise general matters the same shall be determined by a referendum which results of such referendum shall be held by the Department of Labour and the results of such referendum shall be binding on the Employer and union and the parties hereto.

31. **Dispute Procedure.** -

(a) In the first instance the union shall submit any demand on behalf of its members to the Employer of such members and give the Employer at least ten (10) working days time within which to reply. If in the union's opinion the Employer's reply is unsatisfactory the union and the Employer shall explore the possibility of reaching a settlement.

(b) When the union concludes that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conference and /or discussion with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department reports failure.

(c) Subject to the provisions of clause 33 hereof all disputes between the union and the Employer or between the parties hereto shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

(d) Any party for this Agreement shall not instigate, support or engage in any unfair labour practices during the currency of this Agreement.

32. **Anomalies in the Course of Implementation.** - Any anomaly arising from the implementation of this Agreement shall be settled by negotiations between representative of the Federation of which the employer is a member and the Union and if the matter cannot be settled by negotiation the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

33. **Trade Union Action.** - The Union and its members and the employees covered and bound by this Agreement

jointly and severely 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 and the Union and or its members and/or any employee or employees covered and bound by this Agreement whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of the Employer which in the opinion of the controlling body (by whichever name called) of the union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of the Union and/or its members. Provided however that at least seven (7) days notice in writing shall be given by the Union to the Employer, the Federation and the Commissioner of Labour before the date or commencement of any intended strike or other form of trade union action consequent to an act of an employer which in the opinion of the controlling body (by whatsoever name called) of the union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of the Union and/or its members.

34. **Production Bonus Scheme.-**

- (a) With effect from 01 June 2019 a Production Bonus scheme in accordance with the formula set out in the attached Schedule 5 hereto will become operative.
 - (i) The actual battery production against the agreed production norms in the CA would be the basis of calculation of the production bonus payment.
 - (ii) The payment will be made under this scheme on a monthly basis.

35. **Meal Reimbursement.-**

- (a) Management agreed to pay Rs. 350/- per employee per working day as meal reimbursement. This rate is considered based on the rate of a lunch packet of "fish, rice and curry" at the Canteen. (Existing rate of a lunch packet of "fish, rice and curry" is Rs. 175/-). Accordingly, employees are paid the same rate in double at present. This rate is subject to amend if there is a rate increase or decrease occur for the current rate of a lunch packet ("fish, rice and curry").
- (b) In addition to the above meal reimbursement, management agreed to provide the following for all employees on working days.
 - Amount similar to the value of a 300 ml Coca cola bottle
 - One egg
 - One tea bun and a tea
- (c) Three packets of 400 grams Anchor milk food will be provided (in lieu of a cup of Nestomalt at 3.00 p.m.) per month per employee.

36. **Long Service Award.-**

- (a) Each employee/who has completed 10 years of uninterrupted service will be entitled to a gift of two gold sovereign from the Employer.
- (b) On the completion of 20 years of uninterrupted service an employee will be entitled to receive three gold sovereigns.
- (c) On retirement from the service of the company as employee will receive three (3) gold sovereigns.
- (d) On the completion of more than 30 years of uninterrupted service an employee, an additional gold sovereign will be offered by the employer.

37. **Shift Allowance.**— Factory employees will be entitled to shift allowance as set out hereunder, when working on shifts:-

First shift	-	Rs. 35.00
Second shift	-	Rs. 65.00
Third shift	-	Rs. 245.00

38. **Medical Benefits.**—

- (a) Reimbursement of medical expenses for the family will be made to a maximum of Rs. 16,500/- *per annum* to each employee and the same will be deposited in a savings account at the beginning of the financial year.
- (b) The Employer will obtain an individual life insurance policy for the employee and a hospitalization insurance policy up to Rs. 225,000/- *per annum* on behalf of each employee, spouse and their three children under 18 years of age. Each employee agreed to contribute for the premium of Rs. 25,000/- out of Rs. 225,000/- on monthly basis towards this hospitalization insurance. Further increase of the limit *per annum* will have to be discussed at the next renewal without increasing the cost to the company.
- (c) The Employer agrees to reimburse the value of spectacles purchased by the employees up to Rupees Eight Thousand (Rs. 8,000/-) once in four years.
- (d) The Employer agrees to reimburse the value of lenses replaced by the employees up to Rupees Five Thousand (Rs. 5,000/-) once in two years.
- (e) The other existing medical facilities referred to at clause 38 of the Associated Battery Manufacturers (Ceylon) limited manual workers' collective agreement of 1989 will continue to be extended to employees.
 - (i) Availability of a Doctor for half an hour in the morning.
 - (ii) In-house dispensary facilities.
 - (iii) Specialist consultation on the recommendation of the Company Doctor.
 - (iv) Dental treatments.
 - (v) Availability of transport from the factory in case of emergency/accident to the hospital.

39. **Annual Excursion.**— The Employer shall provide for an Annual Excursion. The arrangements will be made through consultation and agreement with the Branch union.

40. **Annual Party.**— The Employer shall provide for an Annual party. The arrangements will be made through the Sports Club in consultation with the Branch union.

41. **Travelling Reimbursement.**— A payment equivalent to the one liter of petrol will be paid to all employees who reported for work per day. This is based on the rate of one liter of normal petrol issued by the Sri Lanka Petroleum Corporation. The amount paid to the employees should be revised when the rate of one liter of petrol is revised.

42. **Free Battery Issue.**— The Employer will issue one MFS 65 battery free to each employee each year.

43. **Funeral Assistance.**— In the event of the death of an immediate family member of a permanent employee, the Employer agrees to grant the following concessions:-

- (a) On a request made by the union under authority of its members the Employer agrees to deduct from the salaries of employees in respect of whom such request is made, and advance such money to the union.
- (b) Grant leave without loss of pay for four (04) employees named by the union and two (02) others at the discretion of the management to attend the funeral.

(c) Make a donation of Rupees Sixteen Thousand (Rs. 16,000/-) by way of funeral assistance to the employee concerned.

(d) Make a donation of Rupees Five Thousand (Rs. 5,000/-) to buy a wreath for a funeral of a family member.

An "immediate family member of an employee for the above purpose shall mean spouse, unmarried children, parents including father-in-law and mother-in-law. In the case of unmarried employees, unmarried brothers and sisters shall also be included.

44. **Wedding Assistance.**— In the event of marriage of an employee the Employer shall grant a sum of Rupees Sixteen Thousand (Rs. 16,000/-) to each such employee.

45. **Employee Loans.**— Employees shall be entitled to a single loan up to a maximum of six months (06) salary deductible without interest in thirty six (36) monthly installments. For this purpose a loan application form supported by two employees as guarantors are required.

No any other loans will be considered during this period. Union has the right to negotiate for a fresh loan after one year from the settlement date of existing loan.

46. **Christmas Gift.**— Rupees Seven Thousand Five Hundred (Rs. 7,500/-) by way of a voucher will be paid during Christmas.

47. **Soap.**— The company agrees to provide two cakes of Lux soap and one cake of Lifeboy soap per month for each factory employee.

48. **Factory Operating Procedures.**— The union agrees that the operating procedures and work schedules in the factory shall be as indicated under Schedule 03 hereof and as hitherto practiced.

END OF PART ONE

PART II

Containing the Facilities and concessions Granted by the Employer to the Union

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

2. **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 or such union (hereinafter referred to as observer) to be present as an Observer without loss of wages for absence from work.
- (b) If the employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall 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 request 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 absences 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.

3. Union Meetings.-

The following provisions shall apply to meetings of the union:-

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

4. Duty Leave.-

(a) The following provisions shall apply to duty leave without prejudice to the right of an Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrants refusal, the Employer will generally grant permission for not less than two office bearers of the Union.

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

or

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

Without loss of wages for such absence.

(b) The Employer will in his discretion grant leave without remuneration to an Employee to attend a Trade Union course of 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.

5. Check off.-

- (a) In this clause "Employer" shall mean the Employer bound by this collective Agreement in whose establishment the membership of the Union is not less than forty percent (40%) of the employees covered and bound by this Collective Agreement.
- (b) 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.

- (c) Every Employee who agrees to the deductions of Union dues from his wages shall sign a statement to the effect in the form set out in Form No. 1 hereinafter referred to as an "authorization" as set out in the second shedule hereto.
- (d) 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".
- (e) As far as practicable, deductions 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.
- (f) As far as practicable, deductions under an authorization shall cease from the date of receipt of revocation cancelling such Authorization. Provided, however.-
 - (i) that an Employer shall not be liable in any manner whatsoever to the union or the Employee concerned for failure to comply with sub-clause (e) or (f).
 - (ii) that at his discretion an Employer shall be entitled not to make deductions by way of check-off in any month in which the deductions by way of check-off will together with all other deductions from the Employee's wages in that month exceed the deductions permitted by law.
- (g) The Employer shall not later than the tenth day of each month remit the union dues deducted from the wages of the employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each Authorization by a cheque payable to the Treasurer thereof and crossed 'Account Payee'.
- (h) The cheque shall be sent, at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasurer of the union at its address for the time being.
- (i) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (j) 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.

FORM No. 1

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

AUTHORISATION

As I am an Employee covered and bound by the collective Agreement affecting Employees employed in a manual or labouring capacity in the

Trade and bearing No.: and I desire to avail myself of the facility for check off contained in the Collective Agreement to which I am eligible as a member of the union.

Please deduct from my wages each month a sum of Rupees (Rs.....) in respect of my current monthly membership dues to the said union on my behalf. The first payment should please be made from my wage next due immediately following the date hereof.

.....
Date of signing

.....
Signature of Employee

.....
FULL NAME OF EMPLOYEE

Received on
(To be filled by an employee)

FORM No. 2

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

REVOCATION

With reference to the Authorization submitted by me, please cease to deduct from my wages further membership dues in favor of ...
.....

Union with effect from the wages next due to me immediately following the date hereof.

.....
Date of signing

.....
Signature of employee

.....
FULL NAME OF EMPLOYEE

Received on :
(to be filled by an Employer)

PART III

CONTAINING DEFINITION OF CERTAIN WORDS

In parts I and II of this agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them.

Words	Meaning
Branch Union	The Branch union of the commercial and Industrial workers' union in the establishment of the Employer.
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.
Employees (For convenience some times referred to as 'he' or its grammatical variations)	All Employees covered and bound by this Agreement.
Employer (for convenience sometimes referred to as 'he' or its grammatical variation)	Associated Battery Manufacturers (Ceylon) Limited
Federation	Employers Federation of Ceylon
Industrial Dispute Act	The Industrial Disputes Act No. 43 of 1950
Normal Incremental Date	The date on which an Employee would normally receive an increment.
Union	commercial and Industrial workers union
Wage	The monthly wage according to the scale of consolidated wage applicable at the relevant time
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include feminine.

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

SCHEDULE I
EMPLOYEES COVERED AND BOUND
FACTORY EMPLOYEES

01. Group Leaders.

02. Employees engaged in skilled,
Semi skilled and unskilled
Work in the factory and stores.

03. Forklift operators.

SCHEDULE 2

ANNUAL INCREMENTS

FACTORY EMPLOYEES

The maximum annual increment will be 3% of the salary applicable at the time the increment will falls due.

- Employees who have not absented themselves without pay on any day of the year under consideration or up to a maximum of 03 days will be entitled to the full 3%.
- Employees who have absented themselves for more than 03 days without pay and less than 5 days, will be entitled to 1.5% of the salary by way of annual increment.
- Employees who have absented themselves for more than 05 days but less than 09 days without pay will be entitled to 0.5% of the salary by way of an annual increment.
- Employees who have absented themselves more than nine (09) days without pay shall not be entitled to any increment.

The method of computation of annual increments referred to above shall be without prejudice to the employer's right to take disciplinary action on account of unsatisfactory attendance of an employee.

SCHEDULE 3

OPERATING PROCEDURE/ WORK SCHEDULE

Attachment: 01 (Operation procedures & work schedules)

All ancillary operations as carried out present must be continued.

- All sections mentioned below will operate in all three shifts and if necessary, in weekends too.
- All operators should maintain the required records relevant to the production that they engaged as instructed by the Section Head.
- As & when necessary, pervious shift operators should do overtime to cover the absenteeism in the following shift.

1) *Casting*

- Servicing and cleaning of all machines, mould and fittings of mould
- Conduct mould changes & trim die changes when necessary in any shift
- Cleaning of floor area, front & back side of the machine, outside of the electrical panels, CCS unit, ingot lifting system & all the visible parts connected with the operation at the end of each shift
- Drossing of respective pots when necessary
- Production recording, check lists & job cards need to be filled properly
- Attend to correct minor breakdowns and help maintenance people for major breakdowns & machine maintenance work

- vii) Only good production will be considered for the minimum target and rejected grids will not be considered as an output.
- viii) When it is required to do spraying, operator has to do full spray on both sides of the mould
- ix) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift

2) *Paste Mixing*

- i) Cleaning of floor area, front & back side of the machine, outside of the electrical panels & all the visible parts connected with the operation at the end of each shift
- ii) Wash machine before closing the shift
- iii) Cleaning of sump and clean scrap as at present.
- iv) Servicing and greasing of machines.
- v) Attend to correct minor breakdowns and help maintenance people for major breakdowns & machine maintenance work
- vi) Conduct routine maintenance works of the machinery
- vii) Production recording & job cards need to be filled properly
- Viii) Do the quality checks recommended by the technical department
- ix) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift

3) *Pasting*

- i) Cleaning of floor area, front & back side of the machine, outside of the electrical panels & all the visible parts connected with the operation at the end of each shift
- ii) Wash & remove paste from all the machinery & machine parts before closing the last shift or negative positive type change in between.
- iii) Cleaning of sump and clean scrap as at present.
- iv) Servicing and greasing of machines as per the current practice.
- v) Changing of filter cartridge and pasting belts as per current practice.
- vi) Production recording & job cards need to be filled properly.
- vii) Counting & recording of scrap.
- viii) Make sure the pasted panel skid move to a curing chamber immediately after filling that skid
- ix) Attend to correct minor breakdowns and help maintenance people for major breakdowns & machine maintenance work
- x) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift
- xi) Checking & record of quality parameters as per the work instructions.

4) ***Oxide Mill***

- i) Cleaning of floor area, front & back side of the machine, outside of the electrical panels, chiller unit, ingot lifting system & all the visible parts connected with the operation at the end of each shift
- ii) Changing of filter bags
- iii) Carrying out routine maintenance of the Mill
- iv) Attend to correct minor breakdowns and help maintenance people for major breakdowns & machine maintenance work
- V) Production recording & job cards need to be filled properly
- vi) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift

5) ***Tank Formation***

- i) Cleaning of formation Tanks regularly and replacing formation bars.
- ii) All scrap to be collected and weighted and sent to Lead Recovery.
- iii) Production recording job cards need to be filled properly
- iv) Keeping Formation Department floor and drains clean,
- v) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- vi) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift

6. ***Plate Cutting.–***

- i) 12 hour working system will continue when necessary with overtime.
- ii) Cleaning of front and back side of the machine, outside of the electrical panels, dust collection system of the machine, floor area and filter bags.
- iii) Assist to counting and recording of scrap.
- iv) Production recording and job cards need to be filled properly.
- v) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- vi) Turn off unwanted lights, suction systems, compressed air and heaters when leaving for breaks and at the end of the shift.

7. ***BM Stacker.–***

- i) Cleaning of front and back side of the machine, outside of the electrical panels, dust collection system of the machine, floor area and filter bags
- ii) Assist to counting and recording of scrap.
- iii) Production recording and job cards need to be filled properly.
- vi) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- v) Turn off unwanted lights, suction systems, compressed air and heaters when leaving for breaks and at the end of the shift.

8. Manual Eveloping.-

- i) 12 hour working system will continue when necessary even in weekends with overtime.
- ii) Cleaning of front and back side of the machine, outside of the electrical panels, dust collection system of the machine, floor area and filter bags.
- iii) Assist to counting and recording of scrap.
- vi) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- v) Production recording and job cards need to be filled properly.
- vi) Turn off unwanted electrical appliances, equipment, vessels etc. when leaving for breaks and at the end of the shift.

9. Manual Group Stacking.-

- i) 12 hour working system will continue when necessary
- ii) Cleaning of group making station, outside of the electrical panels, outside of dust collection system at the end of each shift.
- iii) Assist to counting and recording of scrap.
- iv) Production recording and job cards need to be filled properly.
- v) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- vi) Turn off unwanted lights, suction systems, compressed air and heaters when leaving for breaks and at the end of the shift.

10. Assembly Lines.-

- i) Servicing and greasing of machines and pitch pots.
- ii) Cleaning of floor area, front and back side of the machines, outside of the electrical panels, and all the visible parts connected with the operation at the end of each shift.
- iii) Assist to counting and recording of scrap.
- vi) Production recording and job cards need to be filled properly.
- vi) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- vi) Mould changes need to be carried out at any time and any shift (starting at the night shift only) as per the production requirement
- vii) Operators need to complete the minimum target or attempt to complete the minimum target by doing production and staying in the line in whole shift other than a line change.
For example: Pump change or mould cleaning
- viii) If any station in the assemble line stop due to any issue in the begining or middle of the shift, management has the right to continue the other station or engage the operators for some other work or to another line at the time of operators do not involve directly to the repair of the machine.
- ix) All rework batteries generated in a particular shift has to be completed within the same shift..
- x) Only goood batteries will be considered for the minmum target and rejected batteries will not be considered as an output.
- xi) COS operators should assist to recover Lead in damage groups.
- xii) Turn off unwanted lights, suction systems, compressed air, LPG lines and heaters when leaving for breaks and at the end of the shift.

11. *Jar Formation Finishing Line.*–

- i) 12 hours working system will continue when necessary.
- ii) Servicing and greasing of machines.
- iii) Washing and Cleaning of machines, cleaning of outside of the electrical panels and floor area at the end of each shift.
- iv) Assist to counting and recording of scrap.
- v) Production recording and job cards need to be filled properly.
- vi) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work.
- vii) Type changes need to be carried out at any time and any shift as per the production requirement
- viii) If any station in the finishing line stop due to any issue in the beginning or middle of the shift, management has right to continue the other stations or engage the operators for some other work or to another line at the time of Operators do not involve directly to the repair of the machine.
- ix) All network batteries generated in a particular shift has to be completed within the same shift.
- x) Only good batteries will be considered for the minimum target and reject or rework batteries will not be considered as an output.
- xi) Rework batteries rejected from packing line should not be taken for the output of the finishing line and those batteries need to be finished as an addition to the norm.
- xii) Finishing line operators need to bring the input materials and charged batteries to the line and output product has to be stored in identified places. (provided required facilities)
- xiii) Turn off unwanted lights, suction systems, compressed air and other electrical appliances

12. *Lead Recovery.*–

- i) Weigh tapped out lead
- ii) Operate effluent pumps
- iii) Servicing and greasing of machines, bag house and fan house with the assistance of maintenance people when they required assistance.
- iv) Attending to filter house when filter house operators are absent
- v) Changing of filter bags
- vi) Attend to correct minor breakdowns and help maintenance people for major breakdowns and machine maintenance work when necessary.
- vii) Turn off unwanted lights, suction systems, compressed air and other electrical appliances.

SCHEDULE 4

Attachment: 02 (production Targets)

PRODUCTION TARGETS

1. **LEAD RECOVERY.**–

- i) 10 charges per day.
- ii) One charge should be maximum 900 kg of scrap
- iii) Charge bucket will contain single item or mix of different leaded scrap such as dross, fume, plates, etc.
- iv) Two 10 Kg fume bags has to add in the middle of each charge.
- v) All additives charging quantity and the charging sequence should be as per the work instructions given by the company and the company has the right to change these things as per the requirement..
- vi) Charge melting and process timing should be as per the work instructions given by the company and the company has the right to change these times as per the requirement.
- vii) Separate mould with higher volume will be provided for slag unloading.

Process Timing

Charge loading scrap, flux & cast iron	-	34 minutes**
Unloading (1 Lead mould + 1 Slag mould)	-	20 minutes
Unloading (1 Lead mould + 2 Slag mould)	-	25 minutes
Unloading (1 Lead mould + 3 Slag mould)	-	30 minutes

** Sequence and timing of flux and cast iron will be as per the work institutions

Allow Blending

- i) Alloy blending will be a continuous operation and will be operated as per the current practice and when necessary in weekends.
- ii) One 10 Ton pot has to be unloaded by the furnace operators in the second shift, Otherwise operation will be done as per the current practice.
- iii) Minumum blend quantity for drossing should be 9000 Kg

2.1 CASTING

Casting Production Schedule

<i>Type</i>	<i>Minimum Target per shift</i>
TR 2.1	5100
TR 2.1 (End lug) (ER 2.1)	5100
TR 1.6	5350
TR 1.6 (End lug) (ER 1.6)	5350
NS 1.7	5350
NS 1.3	5350
929	5250
1.5 CVN	5350
1.5 X - STA	5500
1.2 F	5750
1.2 X	6000
ON 1.7	5350
ON 1.7 (End lug)	5350
ON 1.3	5350
ON 1.3 (End lug)	5350
TP 1.5	Will be decided at the time of production
TP 1.3	
SL 2.8	5100 (This will be further discussed at the time of production)

Casting Mould Change

- Readily available mould change need to be completed within 2 hours
- Mould change & Trim die change need to be completed within 4 hours
- One helper will be provided during the trim die changing time.
- Mould or trim die change can be done in any time and any shift including weekends

2.2 OXIDE MILL

- One operator will operate two oxide mills when necessary.
- One operator will operate one Cylinder casting machine at a time.
- Production quantity of cylinder casting & Lead oxide will depend on the machine capacity.
- Cylinder casting will be operated in all three shifts in week days and week ends.

2.3 PASTE MIXING

- i) One operator will be provided for the mixer operation & PRS operation.
- ii) 7^{1/2} mix per shift (Mix will contain 1120 Kg of Oxide)
- iii) Sump paste should add for all negative mix
- iv) Directly adding 50 Kg of paste to the mixer
- v) Operation, Cleaning & maintenance of PRS system

2.4 PASTING

- i) 7.5 batches per shift.
- ii) Both bigger and small type will be producing in each shift depending on the requirement as per the current practice.

Pasting belt change

1/2 mix will be reduced for changing of pasting belt

<i>Bigger Plate Types</i>	<i>Small Plate Types</i>
TR 2.1	NS 1.7
TR 2.1 end lug	NS 1.3
TR 1.6	1.2 F
TR 1.6 (End lug) (ER 1.6)	TP 1.5
ON 1.7	TP 1.3
ON 1.7 end lug	
ON 1.3	
ON 1.3 end lug	
929	
1.5	
1.2 X	
SL 2.8	

- iii) 3 Operators and 2 Helpers per shift for production. Only one permanent employee who is allocated to the previous shift in pasting operation is willing to do overtime to cover the absenteeism of another shift, can be allowed to do so during working days instead of an additional helper given. Production target should be changed as per the allocated personnel. Production will be done as per the agreed norms during the weekend with 3 Operators and 2 Helpers.

2.5 TANK FORMATION

One person will load 45 tanks and unload both - ve and + ve including week ends.

3.0 ASSEMBLY SECTION

3.1 HAND CASTING

Lead Inserts	small 86 or big 128
Burning Strips	600 Kgs
Flag small	55 Kgs
Flag medium	72 Kgs
Flag L/R	92 Kgs
L-lug	77 Kgs
50 end straps	83 Kgs
60 end straps	72 Kgs
100 end straps	100 Kgs
40 end straps	33 Kgs
120 end straps	116 Kgs
120 inter strap	83 Kgs

3.2 PLATE CUTTING

- i) 60,000 plates per shift (6667 plates per hour)
- ii) 2 operators to operate the machine
- iii) 2 helpers will be provided for brushing & unloading
- iv) ** Provided pasted panel skids brought near the machine and cut plates will be removed from the machine
- v) One hour will be taken for interchanging the cutting head of Plate Cutting Machine No. 2
- vi) No production loss for type changes
- vii) Manpower employees should be allocated at the time of permanent employees get absent from work and such instances, agreed production targets should be given without any reduction. Allocated Manpower employees should be knowledgeable persons about the production process and this is valid only at the times of absenteeism of allocated permanent employees.

3.2.1 BM STACKER

Bigger Types - 23,500 enveloped plates per shift
Small Types - 23,500 enveloped plates per shift

- i) 03 Operators per shift
- ii) 1 helper will be given to unload the additional groups into the boxes. This helper will be the additional helper given to the COS operation.
- iii) In case of adding or removing of plates and glass mats from the group, extra helper will be provided to do the work.
- iv) Manpower employees should be allocated at the time of permanent employee get absent from work OR not fulfill the required cadre for the operation of any shift and such instances, 1/3 of agreed production target of a permanent employee should be given on behalf of the said allocated manpower employee. This is valid only at the times of absenteeism of allocated permanent employees at the BM Stacker.

Type change

Type change has to be done within 2 hour.

3.2.2 MANUAL ENVELOPIN MACHINE

- i) 11,000 enveloped bigger plates per shift in both PE envelope and (PE+GM) envelope
- ii) 11,000 enveloped small plates per shift in both PE envelope and (PE+GM) envelope
- iii) 1 operator and 1 helper will be provided
- iv) Input materials and output materials has to be handle by the operator & helper

3.2.3 MANUAL GROUP STACKING

- Enveloped plates with separate glass mat - 3440 enveloped plates per operator per Shift*
- PE+ Glass mat - 4 operators will cover the line requirement of one shift. A helper will be provided for unloading of groups.

- i) *Number of enveloped plates only considered.
- ii) Number of non-enveloped plates can be varied as per the design of the group.(Forward, equal or reverse ratio)
- iii) Input & output material has to handle as per the current practice.

3.3 MANUAL ASSEMBLY LINE

With 9 operators & 1 helper for unloading

Single line 10 men and double line 18 men

NS	40 Z	- 264
NS	40 ZL	- 264
NS	60	- 260
NS	60 L	- 260
NS	60 B	- 260
N	100	- 165 + 10 = 175
N	120 P/P	- 149 + 5 = 154
145	F SIR	- 145 (140 + 5)
N	150	- 145 (140 + 5)
N	200	- 105

Single line 11 men and double line 19 men

N	50 z	- 297
N	50 L	- 297
N	50 ZL	- 297
NS	70	- 290
NS	70 L	- 290
N	70 Z	- 253
N	70 ZL	- 253
95	D 31 R	- 253
95	D 31 L	- 253
80D		- 290

3.4 COS ASSEMBLY LINE

Maintenance Free & Dry Charge Batteries

B20 Family	- 674 (With 8 employees) + 2 helpers
B24 Family	- 649 (with 8 employees) + 2 helpers
D23 Family	- 580 (with 8 employees) + 2 helpers
D26 Family	- 616 (with 8 employees) + 2 helpers
D31 Family	- 546 (with 8 employees) + 2 helpers
N100 Family	- 497 (with 9 employees) + 1 helper
N120 Family	- 412 (with 9 employees) + 1 helper
N150 Family	- 360 (with 9 employees) + 1 helper
N200 Family	- 225 (with 9 employees) + 1 helper

- Number of plates assembled in each family will be varied depending on design and customer requirement and if so, should be discussed & proceed.
- Required packing materials need to be put by the boxing operator depending on the design of the battery

COS Assembly line change

- Type change has to be done within 2 hours
- If any station not doing a change while other stations subjected to change, that particular station has to produce its full output without having a production loss provided that station given sufficient input material
- Operators need to complete the minimum target or attempt to complete the minimum target by doing production & staying in the line in whole shift in any stoppage other than a type change.

For example: Pump changes, Mould cleaning and element changes by pulling out the mould Etc.

COS line Manpower Chart

Station	Manpower	
	Up to 95 D	N100 & above
COS machine	2 Operators	2 Operators
Boxing	2 Operators	2 Operators
Welding	1 Operator	1 Operator
Heat Sealing	1 Operator	1 Operator
Pole Burning	1 Operator	1 Operator
Leak testing + Bar Coding + Unloading	1 Operator + 1 Helper	1 Operator + 1 Helper
Extra	1 Helper**	1 Operator

****This helper will bring the stacked groups from group storage area to near the COS machine and he will help the boxing operator when necessary and box the extra groups produced in BM stacker.**

- iv) In the absence of a permanent employee allocated to COS line 2, if there is no permanent employee to cover his absenteeism, manpower employee who nominated to Barcode Station should be allocated for that work. This agreement should be valid from B20 to D31 battery production.
- v) In the absence of permanent employees allocated to COS Line 1, if there is no permanent employee to cover his absenteeism, two manpower employees who nominated to bar code station and welding station should be allocated for that work. This agreement should be valid to entire range produced in COS Line 1.
- vi) At the time of partially production is scheduled at COS Line 1 and Line 2 and in the absence of required allocated cadre to give the agreed total target. At the time full line production scheduled at COS Line 1 and 2 in the absence of required allocated cadre, production target should be given proportionately as per the availability of employees.

4.0 JAR FORMATION FINISHING LINE

Up to D31 family - 1193 batteries per 12 hour shift
 (820 batteries per shift)

Station	Manpower
Battery loading & magic eye fixing	1 Helper
Acid leveling & level checking	1 Operator
Vent plug fixing	1 Helper
Battery washing & cleaning	1 Helper
Terminal brushing	1 Operator
HRD, filter disc & clip fixing	1 Operator
Battery Unloading	1 Helper

From N100 to N200 family - 1193 batteries per 12 hour shift
(820 batteries per shift)

Station	Manpower
Battery loading & magic eye fixing	2 Helpers
Acid leveling & level checking	1 Operator
Vent plug fixing	1 Helper
Battery washing & cleaning	1 Helper
Terminal brushing	1 Operator
HRD, filter disc & clip fixing	1 Operator
Battery Unloading	2 Helpers

4.1 Packing

From B20 family to N 200 family - 1193 batteries per 12 hour shift
(820 batteries per shift)

SCHEDULE 5

Attachment: 03- Production incentive bonus

Assembly Efficiency	Monthly Payment (Rs.)	Other
100%	9500.00	With $\frac{1}{3}$ of basic salary
99%	9200.00	With $\frac{1}{3}$ of basic salary
98%	8900.00	With $\frac{1}{3}$ of basic salary
97%	8600.00	With $\frac{1}{3}$ of basic salary
96%	8300.00	With $\frac{1}{3}$ of basic salary
95%	8000.00	With $\frac{1}{3}$ of basic salary

94%	7700.00	With ⅓ of basic salary
93%	7500.00	With ⅓ of basic salary
92%	7300.00	With ⅓ of basic salary
91%	7100.00	With ⅓ of basic salary
90%	6900.00	With ⅓ of basic salary
89%	6700.00	With ⅓ of basic salary
88%	6500.00	With ⅓ of basic salary
87%	6300.00	With ⅓ of basic salary
86%	6100.00	With ⅓ of basic salary
85%	5900.00	With ⅓ of basic salary
Below 85%	5000.00	With ⅓ of basic salary

- 01). All permanent employees covered by the collective agreement will be paid this incentive payment based on the monthly efficiency of the Assembly Section.
- 02). Monthly efficiency % will be calculated based on the actual battery production against the agreed production norms in the collective agreement.
- 03). Only good batteries will be considered as the actual production for the efficiency calculation.
- 04). This will be done by analyzing all the planned shifts in week days and agreed work plan of weekends.
- 05). Production department is supposed to provide the efficiency details to HR, Finance & other relevant departments including Union.
- 06). Efficiency calculation will be done by the Section Head of Assembly section and need to be approved by the DGM-Manufacturing.
- 07). This will be monthly assembly efficiency details given to the Top Management and the Board of Directors.
- 08). Efficiency calculation method and the details will be transparent to all.
- 09). Following are some of the examples to cause efficiency losses.
 - i) Employee absenteeism
 - ii) Machine breakdowns
 - iii) Power failures
 - iv) Material shortages
 - v) Losses due to mould changes
 - vi) Any other reason which causes, fail to achieve the norms of the collective agreement
- 10). Daily & month to date efficiencies will be displayed in the assembly department.

Following will not be considered for efficiency calculation

- Company declared holidays such as new year, annual trip etc.
- Friday half day when the following day (Saturday) becomes a Poya day.
- Planned maintenance work.

SCHEDULE 6

Attachment: 04 (No pay deductions from Bonus)

<i>No. of No pay days</i>	<i>Deduction percentage</i>
6 days	1%
7 days	2%
8 days	3%
9 days	4%
10 days	5%
11 days	6%
12 days	7%
13 days	8%
14 days	9%
15 days	10%
16 days	15%
17 days	20%
18 days	25%
19 days	30%
20 days	50%
21 days	60%
22 days	70%
23 days	80%
24 days	90%
25 days	100%

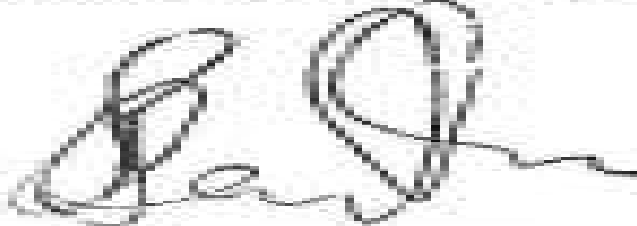
- Deduction will be calculated based on 1 1/2 months bonus. Performance related bonus is not considered.
- Employee will be given the right to appeal if the no pay occurred due to a critical illness or a fair & justifiable reason beyond employee's control.

It witness wheteof the parties hereunto sit their hands on this 09th of June Tow Thousand Twenty Three.

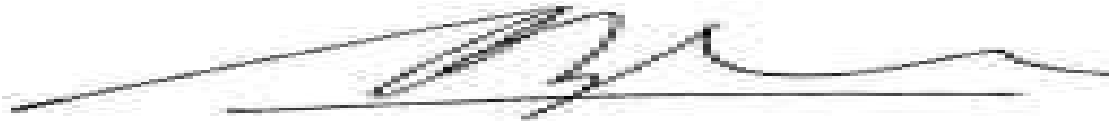
For and on behalf of

For and on behalf of

**ASSOCIATED BATTERY
(CEYLON) LIMITED**



**Partha Sarkar
CEO / DIRECTOR**

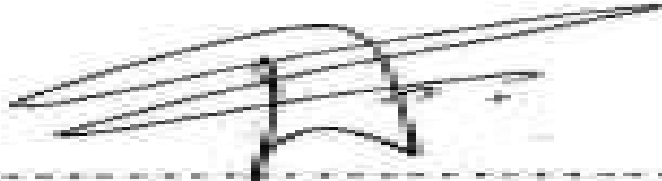


**Sajeewa Ranasinghe
CHIEF OPERATIONS OFFICER
CHIEF FINANCE OFFICER**



**Nishantha Liyanage
CHIEF HUMAN RESOURC**

Witness



**Ditta de Alwis
SENIOR ASSISTANT DIRE
HEAD OF LITIGATION
EMPLOYERS' FEDERATIC**