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

### **EXTRAORDINARY**

අංක 2358/03 – 2023 නොවැම්බර් මස 13 වැනි සඳුදා – 2023.11.13 No. 2358/03 – MONDAY, NOVEMBER 13, 2023

(Published by Authority)

## PART I: SECTION (I) - GENERAL

## **Government Notifications**

My No.: CI/1889.

### THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

THE Collective Agreement entered into between Ravi Marketing Services (Pvt) Limited, No. 400, Deans Road, Colombo 10 of the one part and the United Tea, Rubber And Local Produce Workers Union, No. 519-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 6th February 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. 26th October, 2023.



### Collective Agreement No. 31 of 2023

THIS COLLECTIVE AGREEMENT made this Sixth (06th) day of February Two Thousand and Twenty Three to take effect from the First day of October Two Thousand and Twenty Two pursuant to the Industrial Disputes Act between

**RAVI MARKETING SERVICES (PRIVATE) LIMITED (PB504 PV)** having its registered office at 400, Deans Road, Colombo 10 (hereinafter referred to as the "Employer") of the ONE PART

### AND

**THE UNITED TEA, RUBBER & LOCAL PRODUCE WORKERS' UNION** a registered Trade Union having its office at 519-2/1, Elvitigala Mawatha, Colombo 05 (hereinafter referred to as the 'Union') of the SECOND PART

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

TITLE: This Agreement shall be known and referred to as the RAVI MARKETING SERVICES (PRIVATE) LIMITED MANUAL WORKERS' COLLECTIVE AGREEMENT OF 2022.

### **COLLECTIVE AGREEMENT**

This Collective Agreement entered into between Ravi Marketing Services (Private) Limited a duly incorporated Company bearing registration No. PB504 PV having its registered office at 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the United Tea Rubber and Local Produce Workers' Union, a duly registered Trade Union having its registered office at 519-2/1, Elvitigala Mawatha, Colombo 5, Sri Lanka and hereinafter referred to as "the Union".

Whereas the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and the parties have after negotiations arrived at the following Agreement:

- 1. *Parties Covered And Bound.* The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union employed on permanent monthly contracts by the Employer in the Manual/Operative grades at Ekala.
- 2. **Date Of Operation And Duration.** This Agreement shall be effective as from the First day of October Two Thousand and Twenty Two and shall thereafter continue in force unless it is determined either party giving notice in terms of the Industrial Disputes Act in writing to other subject to the following provisios.
  - (a) That one party hereto shall not give such notice to the other party before the Thirty First day of July Two Thousand and Twenty Five and no notice given before that date shall be regarded as valid.
  - (b) That in the event of a reduction of the par value of the Sri Lankan Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.

- 3. General Terms And Conditions Of Employment.— During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.
- 4. **Probation.** Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months. Provided however, that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee the probationary period may be extended for a further period of three (3) months and in that event the 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.

### 5. Attendance.-

- (1) Unless otherwise specifically instructed by her/his Employer an Employee shall present herself/himself for work on every day (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.
- (2) If, at a store, factory, mill or job, work is temporarily not available for an Employee in her/his own occupation s/he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which s/he shall be liable to appropriate disciplinary action.
- 6. *Hours of Work.* The hours of work on a normal working day or on a shift shall be eight (8) hours and a period of five (5) hours on a short working day exclusive of intervals for meals/rest whether on shift or otherwise.
- 7. *Forfeiture Of Wages.* Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold herself/himself available for work throughout the normal working hours of each working day s/he shall forfeit and her/his Employer shall be entitled to deduct her/his wages for the period from the time at which such failure occurs until s/he is again available for work.

### 8. Overtime.

- (1) Depending on the order situation and the Company requirements, overtime work may be available. The Employees agree to perform reasonable overtime work if requested.
- (2) Overtime work (that is work performed in excess of normal working hours) shall be remunerated as per law.

- 9. *Salaries.* The salary scales applicable to Employees covered and bound by this Agreement and hereinafter referred to as Employees, with effect from 1st October 2022 shall be as set out in Schedule 1 hereto.
  - (1) The Employer shall with effect from 1st October 2022, revise by way of an increase the salaries of employees covered by this Agreement by 15 *per centum* of their basic salary as at 30th September 2022.
  - (2) The Employer shall with effect from 1st October 2023, revise by way of an increase the salaries of employees covered by this Agreement by 12 *per centum* of their basic salary as at 30th September 2023.
  - (3) The Employer shall with effect from 1st October 2024, revise by way of an increase the salaries of employees covered by this Agreement by 10.5 *per centum* of their basic salary as at 30th September 2024.
  - (4) As a matter of goodwill, it is agreed that an employee who is in employment at the date of signing of this Collective Agreement and who was in confirmed employment as at the 01st day of April 2022 shall receive an ex-gratia payment of a sum equivalent to his basic salary as at 30th September 2022 multiplied by 15 *per centum* multiplied by 6.

This lump sum payment shall not constitute a part of employee's earnings for any purpose whatsoever and shall not attract consequential payments such as overtime, Provident Fund, Trust Fund, etc.

- 10. *Attendance Bonus.* Employees will be entitled to the following attendance bonus scheme with effect from 01st January 2023 subject to all other conditions currently applicable.
  - (1) Employees who have not availed of any authorized leave or who have availed 1/2 day authorized leave for the month will be entitled to an attendance bonus of Rs. 3,000/-
  - (2) Employees who have availed of 1 day authorized leave for the month will be entitled to an attendance bonus of Rs. 1,500/-.
  - (3) Employees who have availed of 1.5 days authorized leave for the month will be entitled to an attendance bonus of Rs. 1,000/-.
  - (4) Employees who have availed of 2 or more days of authorized leave or who have registered any unauthorized absence will not be entitled to any payment in terms of the attendance bonus scheme.
- 11. *Shift Allowance.* Employees will be entitled to a shift allowance with effect from 01st January 2023 as follows subject to all other conditions currently applicable to same.

3rd Shift (10 p.m. to 6 a.m.) - Rs.100/ 
16 hrs Shift (including 8 hrs overtime) (6 a.m. to 10 p.m. or 2 p.m. to 6 a.m.) - Rs. 250/-

12 hrs Shift (including 4 hrs overtime) (6 a.m. to 6 p.m. or 6 p.m. to 6 a.m.) - Rs.125/-

### 12. Annual Increments.-

- (1) The annual increments provided in each grade of the scales of consolidated wages in Schedule 1 hereto shall be automatic, unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred in which case where an increment is -
  - (a) deferred, the loss of increment shall be continuous throughout the year;
  - (b) stopped, the loss of increment shall only be for the period of stoppage during the year;
  - (c) suspended, the increment is suspended pending a decisioni to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.

Deferment stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified, in writing of a complaint against such Employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct which in the circumstances does not merit termination of employment.

(2) The increment rates in respect of the consolidated wages set out in Schedule 1 hereof with effect from the First day of October Two Thousand and Twenty Two shall be as set out hereunder.

### Schedule 1

GR1	Rs. 100/-
GR2	Rs. 150/-
GR 3	Rs. 200/-

13. **Productivity Improvement And Elimination Of Waste.**— The employees and the Union commit their fullest co-operation to the Employer to enhance productivity levels at the Project and minimize waste in all forms in the mutual interest of preserving the future of Ravi. Marketing Services (Private) Limited In the event the business exigencies require, Employees agree to consider alternate work arrangements. The Management agrees to keep the Union advised of any alternate work arrangements.

### 14. Provident Fund.—

- (1) The Employer and an Employee shall contribute to the Provident fund at rates prescribed by the Employees' Provident Fund Act No. 15 of 1958.
- (2) Subject to the provisions of the Employees' Trust Fund Act No. 46 of 1980 where the Employee as at the date hereof were contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

- 15. *Terminal Benefits.* The Employer will pay terminal benefits to Employees in accordance with the Gratuity Act No. 12 of 1983.
- 16. *Warnings.* If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the 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.

### 17. Suspension.-

- (1) An employee may be suspended from work without pay by her/his Employer:
  - a. Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal.
  - b. In order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer.
  - c. As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (2) At the time of suspension under sub-clause (i) (a) or within twenty four (24) hours thereof the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of clause 18 hereof.
- 18. Disciplinary Action. Where the Employer proposes to proceed against an Employee then -
  - (1) irrespective of whether an employee has been suspended under Clause 17 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 which shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
  - (2) 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 a written answer or explanation to the show cause notice and where such request is made by the 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.
  - (3) 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 entitlements due for the period of such suspension.
  - (4) If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within Ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.

- (5) After holding such inquiry the Employer, shall notify the Employee of the findings of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if an 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.
- (6) if the Employee is under suspension and the Employer after such inquiry makes order that :
  - a. the employee shall not be dismissed then the employee shall resume employment forthwith and shall subject to the provisions of sub-clause 17(1)(c) hereof be paid all the wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice; or
  - b. the Employee shall be dismissed, the employee's dismissal shall take effet from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension; or
  - c. in view of the serious or involved nature or the charges in the show cause notice against the employee, the employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee, the matter had been previously referred to the Police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either or such circumstances the Employee may remain suspended without pay.
- (7) If in any case where an Employee is suspended as provided for herein, the Employer fails to make order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking or for reasons beyond the control of the Employer, within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for a pe'riod 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 (a) to (c) of the preceding sub clause, irrespective of the outcome of the inquiry.
- (8) In any case where an Employee is suspended as provided for herein, the Employer shall make an order under paragraphs (a) to (c) of sub-clause (v) within ninety (90) days of the date of suspension of the Employee unless he is prevented from doing so by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- (9) The Employer shall not be required to hold an inquiry as referred to in sub clauses (iii) and (iv) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exceptions that the fact that the inquiry had not commenced within 10 working days after receipt of the Employee's explanation shall not be material or relevant.

### 19. Variation Of Terms & Conditions Of Employment And Benefits.-

- 1. The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in tenns of this Agreement, or all or any of the benefits presently enjoyed by any of Employees covered and bound by this Agreement, other than by mutual Agreement.
- 2. The Employer agrees with the Union and the Employees that the Employer shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees other than by mutual Agreement.
- 3. Any dispute or difference arising from negotiations under the provisions of sub clause (1) or (2) may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.
- 20. **Retirement.**—On reaching the age of sixty (60) years an Employee shall ipso facto retire and cease to be employed by the Employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement. In the case of employees born on or before 16th November 1967 the retirement age shall be fifty seven years (57). The retirement age of employees born between 17th November 1967 and 16th November 1968 shall be fifty eight years (58). The retirement age of employees born between 17th November 1968 and 16th November 1969 shall be fifty nine years (59). Provided however, that an Employee who has retired may, at the discretion of the Employer, be employed after her/his retirement on a temporary basis on such terms as may be mutually agreed.

## 21. Termination Of Services.-

- (1) 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 4 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 of his intention to determine the same and such month has expired.
- (2) Where an Employee is engaged for a particular job or period such as casual or temporary work, s/he shall be informed thereof at the commencement of her/his employment and her/his contract of service will terminate on the completion of the job or period or the failure of the Employee to complete the job within reasonable time.
- 22. *Union Recognition.* The Union shall be competent to make representations on behalf of any of its members who is employed in any workplace of the Employer bound by this Agreement. In regard to issues of general application or to the effect of principles such as matters affecting general terms and conditions of employment either in the workplace or the trade as a whole, the following provisions shall apply.

- (1) When the Union is representative of not less that forty per cent (40%) of the employees whose membership subscription is not in arrears, the Employer of such employees will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percent (40%) of such employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with the Union competent to make general demands by virtue of the requisite membership and not separately with each such Union.
- (2) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other Employees in the service of the Employer, the competence of the Union to make such claims or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.
- 23. **Dispute Setllement Procedure.** In the event of any industrial dispute that may arise on a matter not covered by this Agreement, parties shall endeavour to have it settled by following the dispute resolution procedure set out below:
  - (1) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union to the Employer, and at least ten working days given for the Employer to resolve the dispute;
  - (2) If no satisfactory solution is found, the matter should be referred to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute;
  - (3) In the event of non-resolution of the dispute at Stage (2) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act;
  - (4) In the event of a failure of conciliation proceedings in terms of the Industrial Disputes Act and if the Union wishes to take trade union action, the Union agrees that it shall give 07 days written notice, prior to engaging in any trade union action to the Employer.
- 24. How Anomalies In The Course of Implementing This Agreement Shall Be Dealt With.— Any anomaly, arising from the implementation of this Agreement shall be settled by negotiation between the Employer and the Union and if the matter cannot be settled by negotiation, it shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.
- 25. *Trade Union Action.*—The Union and the Employees jointly and severally ugree 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 Union or the Employees and the Employer, where such dispute is related to the Agreement, except where such dispute has been caused by an act of the 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 or the legitimate activities of the Union and/or its members or is grossly unfair or is seriously detrimental to the

interest of the Union and/or its members. Provided however at least seven (7) days' notice in writing shall be given by the Union to the Employer, the Federation and the Commissioner General of Labour before the date of commencement of any intended strike or other form of trade union action consequent upon an act of the 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 or the legitimate activities of the Union and/or its members or is grossly unfair or is seriously detrimental to the interest of the Union and/or its members.

### 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 and the Federation, the Union shall commit a breach of any of the terms of this Agreement, then and in 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 same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.
- 2. **Domestic Inquiries.** If an employee who is furnished with a show cause notice in terms of Clause 18 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice -
  - (a) The Employer will, subject as hereinafter provided, allow another member of the Union (hereinafter referred to as 'an Observer') to be present as an observer without loss of wages for absence from work.
  - (b) If the Employer who is served with a show cause notice desires an 'Observer' to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
  - (c) An Observer may answer any questions which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
  - (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry, in any manner whatsoever to withdraw therefrom and an Observer shall forth with comply with such requirement.
  - (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings there at, 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 undemoted conditions.
  - (i) that no person other than an employee in the service of that Employer shall be present at a meeting of the Union;
  - (ii) on occasions such as the Annual General meeting of the Union, office bearers of the Parent Union may, with the previous approval of the Employer, attend;
  - (iii) fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that the terms on which permission to hold a meeting of the 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 the, or in connection with a meeting of the Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

### 4. Duty Leave.-

(1) The following provisions shall apply to duty leave -

Without prejudice to the right of the Employer, to refuse to grant permission if, in his discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Union -

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

Or

- (b) to attend inquiries before Industrial Courts, arbitrators or Labour Tribunals
  - without loss of wages for such absence.
- (2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course or Seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

### 5. Check-Off.-

(1) The facility of check-off shall be granted, subject to Clause I of Part JJ hereof only so long as the Union represents no less than forty (40) percent of the Employees covered and bound by this Collective Agreement.

(2) The Employer shall on the written request of an Employee deduct from the wages due to such Employees 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.

- (3) Every employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 referred to as an 'Authorization'.
- (4) 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'.
- (5) As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- (6) As far as practicable deductions under and authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however -
  - (a) that the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub clause 5 or 6;
  - (b) that at his discretion the Employer shall be entitled not to make deductions by way of check-off in any month in which the deductions from the Employee's wages in that month exceed the deduction permitted by Law;
- (7) The Employer shall not be liable to pay to the Union or the Treasurer on its behalf as aforesaid any sum other than the Union's dues actually deducted.

### FORM No. I

Name of Employer: RAVI MARKETING SERVICES (PRIVATE) LIMITED

## **AUTHORIZATION**

f I කොටස: f (I) ඡෙදය – ශීු ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2023.11.13PART I: SEC. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 13.11.2023 dues to the said Union and remit same to the said Union on my behalf. The first payment should please be made from my wages due immediately following the date hereof. (Date of signing) (Signature of Employee) (Full name of Employee) Checkroll Number Received on ..... (To be filled by the Employer) FORM No. 2 Name of Employer: RAVI MARKETING SERVICES (PRIVATE) LIMITED REVOCATION With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of UNITED TEA RUBBER AND LOCAL PRODUCE WORKERS' 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) Checkroll Number

## **PART III**

Received on ..... (To be filled by the Employer)

### CONTAINING DEFINITIONS OF CERTAIN WORDS

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

PART I: SEC. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 13.11.2023

**WORDS MEANING** 

**Branch Union** The Branch Union at the factory

Check-off The act of the Employer deducting in terms of Clause 5 of Part II the subscriptions payable

to the Union by an employee from the latter's pay.

**Dispute** Shall have the same meaning as in the Industrial Disputes Act.

**Employee** An employee covered and bound by this Agreement

(For convenience sometimes referred to as 'he' or its grammatical variations)

**Employer** Ravi Marketing Services (Private) Limited

**Federation** Employers' Federation of Ceylon

**Industrial Disputes Act** The Industrial Disputes Act No. 43 of 1950

**Normal Incremental Date** The date on which an employee would normally receive an increment

**Relevant Wages Board** The Wages Board which covers the Trade in which the particular employee is employed in

Union United Tea Rubber and Local Produce Workers' Union

The monthly wage according to the scales of consolidated wages in the First Schedule Wage

hereto.

The period between midnight on any Saturday night and midnight on the succeeding Week

Saturday night.

Year A continuous period of twelve (12) months

Words importing the masculine gender shall include the feminine

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

GR-1		GR-2		GR-3	
17,000.00	100.00	17,250.00	150.00	17,500.00	200.00
17,100.00		17,400.00		17,700.00	
17,200.00		17,550.00		17,900.00	
17,300.00		17,700.00		18,100.00	
17,400.00		17,850.00		18,300.00	
17,500.00		18,000.00		18,500.00	
17,600.00		18,150.00		18,700.00	
17,700.00		18,300.00		18,900.00	
17,800.00		18,450.00		19.100.00	
17,900.00		18,600.00		19,300.00	
18,000.00		18,750.00		19,500.00	
18,100.00		18,900.00		19,700.00	
18,200.00		19,050.00		19,900.00	
18,300.00		19,200.00		20,100.00	
18,400.00		19,350.00		20,300.00	
18,500.00		19,500.00		20,500.00	
18,600.00		19,650.00		20,700.00	
18,700.00		19,800.00		20,900.00	
18,800.00		19,950.00		21,100.00	
18,900.00		20,100.00		21,300.00	
19,000.00		20,250.00		21,500.00	
19,100.00		20,400.00		21,700.00	
19,200.00		20,550.00		21,900.00	
19,300.00		20,700.00		22,100.00	
19,400.00		20,850.00		22,300.00	
19,500.00		21,000.00		22,500.00	
19,600.00		21,150.00		22.700.00	
19,700.00		21,300.00		22,900.00	
19,800.00		21,450.00		23,100.00	
19,900.00		21,600.00		23,300.00	
		21,750.00		23,500.00	
				23,700.00	
20,200.00		22,050.00		23,900.00	
20,300.00		22,200.00		24,100.00	
20,400.00				24,300.00	
20,500.00		22,500.00		24,500.00	
20,600.00		22,650.00		24,700.00	
20,700.00		22,800.00		24,900.00	
20,800.00		22,950.00		25,100.00	
	GR-1 17,000.00 17,100.00 17,200.00 17,300.00 17,300.00 17,500.00 17,500.00 17,600.00 17,700.00 17,800.00 17,900.00 18,000.00 18,000.00 18,200.00 18,400.00 18,500.00 18,600.00 18,700.00 18,800.00 18,900.00 19,000.00 19,100.00 19,200.00 19,300.00 19,300.00 19,500.00 19,600.00 19,700.00 19,900.00 20,000.00 20,100.00 20,200.00 20,400.00 20,700.00	GR-1  17,000.00  17,100.00  17,200.00  17,300.00  17,400.00  17,500.00  17,600.00  17,700.00  17,800.00  18,000.00  18,100.00  18,200.00  18,300.00  18,500.00  18,600.00  18,700.00  18,800.00  18,900.00  19,100.00  19,200.00  19,300.00  19,400.00  19,500.00  19,500.00  19,700.00  19,800.00  19,900.00  20,000.00  20,100.00  20,200.00  20,300.00  20,500.00  20,600.00  20,700.00	GR-1         GR-2           17,000.00         100.00         17,250.00           17,100.00         17,400.00         17,400.00           17,200.00         17,550.00         17,700.00           17,400.00         17,850.00         17,850.00           17,500.00         18,000.00         18,150.00           17,700.00         18,300.00         18,300.00           17,800.00         18,450.00         18,600.00           18,000.00         18,750.00         18,900.00           18,200.00         19,050.00         18,900.00           18,300.00         19,200.00         18,500.00           18,500.00         19,500.00         19,500.00           18,600.00         19,500.00         19,800.00           18,700.00         19,800.00         19,950.00           18,800.00         19,950.00         20,100.00           19,000.00         20,250.00         20,250.00           19,300.00         20,550.00         21,300.00           19,500.00         21,300.00         21,500.00           19,800.00         21,500.00         21,500.00           20,000.00         22,205.00         22,050.00           20,000.00         22,350.00         22,050.00	GR-1         GR-2           17,000.00         100.00         17,250.00         150.00           17,100.00         17,400.00         17,550.00           17,200.00         17,700.00         17,700.00           17,400.00         17,850.00         18,000.00           17,500.00         18,300.00         18,150.00           17,700.00         18,300.00         18,450.00           17,800.00         18,600.00         18,750.00           18,000.00         18,750.00         18,900.00           18,200.00         19,050.00         18,300.00           18,300.00         19,350.00         19,500.00           18,600.00         19,500.00         19,500.00           18,700.00         19,800.00         19,950.00           18,800.00         19,950.00         19,950.00           19,000.00         20,250.00         19,100.00           19,200.00         20,400.00         20,550.00           19,300.00         21,150.00         19,500.00           19,500.00         21,150.00         19,900.00           21,450.00         19,900.00         21,450.00           19,900.00         21,450.00         20,000.00           20,000.00         22,200.00 <td>17,000.00         100.00         17,250.00         150.00         17,500.00           17,100.00         17,400.00         17,700.00         17,700.00           17,200.00         17,550.00         17,900.00         18,100.00           17,400.00         17,850.00         18,300.00         18,500.00           17,600.00         18,150.00         18,700.00         18,700.00           17,700.00         18,300.00         18,700.00         18,700.00           17,800.00         18,450.00         19,100.00         19,300.00           17,900.00         18,600.00         19,300.00         19,300.00           18,000.00         18,750.00         19,500.00         19,700.00           18,100.00         18,900.00         19,700.00         18,700.00           18,200.00         19,950.00         19,900.00         19,700.00           18,400.00         19,350.00         20,100.00         20,100.00           18,500.00         19,500.00         20,500.00         20,500.00           18,600.00         19,500.00         20,700.00         20,700.00           18,700.00         19,500.00         20,700.00         21,300.00           18,700.00         19,800.00         21,300.00         21,300.00</td>	17,000.00         100.00         17,250.00         150.00         17,500.00           17,100.00         17,400.00         17,700.00         17,700.00           17,200.00         17,550.00         17,900.00         18,100.00           17,400.00         17,850.00         18,300.00         18,500.00           17,600.00         18,150.00         18,700.00         18,700.00           17,700.00         18,300.00         18,700.00         18,700.00           17,800.00         18,450.00         19,100.00         19,300.00           17,900.00         18,600.00         19,300.00         19,300.00           18,000.00         18,750.00         19,500.00         19,700.00           18,100.00         18,900.00         19,700.00         18,700.00           18,200.00         19,950.00         19,900.00         19,700.00           18,400.00         19,350.00         20,100.00         20,100.00           18,500.00         19,500.00         20,500.00         20,500.00           18,600.00         19,500.00         20,700.00         20,700.00           18,700.00         19,500.00         20,700.00         21,300.00           18,700.00         19,800.00         21,300.00         21,300.00

ST	GR-1	GR-2	GR-3
40	20,900.00	23,100.00	25,300.00
41	21,000.00	23,250.00	25,500.00
42	21,100.00	23,400.00	25,700.00
43	21,200.00	23,550.00	25,900.00
44	21,300.00	23,700.00	26,100.00
45	21,400.00	23,850.00	26,300.00
46	21.500.00	24,000.00	26,500.00
47	21,600.00	24,150.00	26,700.00
48	21,700.00	24,300.00	26,900.00
49	21,800.00	24,450.00	27,100.00
50	21,900.00	24,600.00	27,300.00
51	22,000.00	24,750.00	27,500.00
52	22,100.00	24,900.00	27,700.00
53	22,200.00	25,050.00	27,900.00
54	22,300.00	25,200.00	28,100.00
55	22,400.00	25,350.00	28,300.00
56	22,500.00	25,500.00	28,500.00
57	22,600.00	25,650.00	28,700.00
58	22,700.00	25,800.00	28,900.00
59	22,800.00	25,950.00	29,100.00
60	22,900.00	26,100.00	29,300.00
61	23,000.00	26,250.00	29,500.00
62	23,100.00	26,400.00	29,700.00
63	23,200.00	26,550.00	29,900.00
64	23,300.00	26,700.00	30,100.00
65	23,400.00	26,850.00	30,300.00
66	23,500.00	27,000.00	30,500.00
67	23,600.00	27,150.00	30,700.00
68	23,700.00	27,300.00	30,900.00
69	23,800.00	27,450.00	31,100.00
70	23.900.00	27,600.00	31,300.00
71	24,000.00	27,750.00	31,500.00
72	24,100.00	27,900.00	31,700.00
73	24,200.00	28,050.00	31,900.00
74	24,300.00	28,200.00	32,100.00
75	24,400.00	28,350.00	32,300.00
76	24,500.00	28,500.00	32,500.00
77	24,600.00	28,650.00	32,700.00
78	24,700.00	28,800.00	32,900.00
79	24,800.00	28,950.00	33,100.00

CT	CD 1	CD 2	CD 2
ST	GR-1	GR-2	GR-3
80	24,900.00	29,100.00	33,300.00
81	25,000.00	29,250.00	33,500.00
82	25,100.00	29,400.00	33,700.00
83	25,200.00	29,550.00	33,900.00
84	25,300.00	29,700.00	34,100.00
85	25,400.00	29,850.00	34,300.00
86	25,500.00	30,000.00	34,500.00
87	25,600.00	30,150.00	34,700.00
88	25,700.00	30,300.00	34,900.00
89	25,800.00	30,450.00	35,100.00
90	25,900.00	30,600.00	35,300.00
91	26,000.00	30,750.00	35,500.00
92	26,100.00	30,900.00	35,700.00
93	26,200.00	31,050.00	35,900.00
94	26.300.00	31,200.00	36,100.00
95	26,400.00	31,350.00	36,300.00
96	26,500.00	31,500.00	36,500.00
97	26,600.00	31,650.00	36,700.00
98	26,700.00	31,800.00	36,900.00
99	26,800.00	31,950.00	37,100.00
100	26,900.00	32,100.00	37,300.00
101	27,000.00	32,250.00	37,500.00
102	27,100.00	32,400.00	37,700.00
103	27,200.00	32,550.00	37,900.00
104	27,300.00	32,700.00	38,100.00
105	27,400.00	32,850.00	38,300.00
106	27,500.00	33,000.00	38,500.00
107	27,600.00	33,150.00	38,700.00
108	27,700.00	33,300.00	38,900.00
109	27,800.00	33,450.00	39,100.00
110	27,900.00	33,600.00	39,300.00
111	28,000.00	33,750.00	39,500.00
112	28,100.00	33,900.00	39,700.00
113	28,200.00	34,050.00	39,900.00
114	28,300.00	34,200.00	40,100.00
115	28,400.00	34,350.00	40,300.00
116	28,500.00	34,500.00	40,500.00
117	28,600.00	34,650.00	40,700.00
118	28,700.00	34,800.00	40,900.00
119	28,800.00	34,950.00	41,100.00

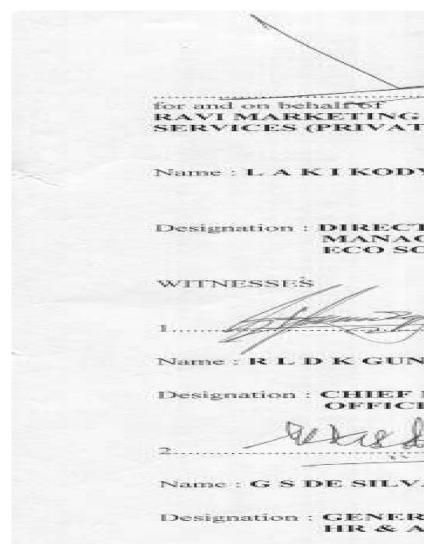
CITE	CD 1	CP 2	CD 2
ST	GR-1	GR-2	GR-3
120	28.900.00	35,100.00	41,300.00
121	29,000.00	35,250.00	41,500.00
122	29,100.00	35,400.00	41,700.00
123	29,200.00	35,550.00	41,900.00
124	29,300.00	35,700.00	42,100.00
125	29,400.00	35,850.00	42,300.00
126	29,500.00	36,000.00	42,500.00
127	29,600.00	36,150.00	42,700.00
128	29,700.00	36,300.00	42,900.00
129	29,800.00	36,450.00	43,100.00
130	29,900.00	36,600.00	43,300.00
131	30,000.00	36.750.00	43,500.00
132	30,100.00	36,900.00	43,700.00
133	30,200.00	37,050.00	43,900.00
134	30,300.00	37,200.00	44,100.00
135	30,400.00	37,350.00	44,300.00
136	30,500.00	37,500.00	44,500.00
137	30,600.00	37,650.00	44,700.00
138	30,700.00	37,800.00	44,900.00
139	30,800.00	37,950.00	45,100.00
140	30,900.00	38,100.00	45,300.00
141	31,000.00	38,250.00	45,500.00
142	31,100.00	38,400.00	45,700.00
143	31,200.00	38,550.00	45,900.00
144	31,300.00	38,700.00	46,100.00
145	31,400.00	38,850.00	46,300.00
146	31,500.00	39,000.00	46,500.00
147	31,600.00	39,150.00	46,700.00
148	31,700.00	39,300.00	46,900.00
149	31,800.00	39,450.00	47,100.00
150	31,900.00	39,600.00	47,300.00
151	32,000.00	39,750.00	47,500.00
152	32,100.00	39,900.00	47,700.00
153	32,200.00	40,050.00	47,900.00
154	32,300.00	40,200.00	48,100.00
155	32,400.00	40,350.00	48,300.00
156	32,500.00	40,500.00	48,500.00
157	32,600.00	40,650.00	48,700.00
158	32,700.00	40,800.00	48,900.00
159	32,800.00	40,950.00	49,100.00

ST	GR-1	GR-2	GR-3
160	32,900.00	41,100.00	49,300.00
161	33,000.00	41,250.00	49,500.00
162	33,100.00	41,400.00	49,700.00
163	33,200.00	41,550.00	49,900.00
164	33,300.00	41,700.00	50,100.00
165	33,400.00	41.850.00	50,300.00
166	33,500.00	42,000.00	50,500.00
167	33,600.00	42,150.00	50,700.00
168	33,700.00	42,300.00	50,900.00
169	33,800.00	42,450.00	51,100.00
170	33,900.00	42,600.00	51,300.00
171	34,000.00	42,750.00	51,500.00
172	34,100.00	42,900.00	51,700.00
173	34,200.00	43,050.00	51,900.00
174	34,300.00	43,200.00	52,100.00
175	34,400.00	43,350.00	52,300.00
176	34,500.00	43,500.00	52,500.00
177	34,600.00	43,650.00	52,700.00
178	34,700.00	43,800.00	52,900.00
179	34,800.00	43,950.00	53,100.00
180	34,900.00	44,100.00	53,300.00
181	35,000.00	44,250.00	53,500.00
182	35,100.00	44,400.00	53,700.00
183	35,200.00	44,550.00	53,900.00
184	35,300.00	44,700.00	54,100.00
185	35,400.00	44,850.00	54,300.00
186	35,500.00	45,000.00	54,500.00
187	35,600.00	45,150.00	54,700.00
188	35,700.00	45,300.00	54,900.00
189	35,800.00	45,450.00	55,100.00
190	35,900.00	45,600.00	55,300.00
191	36,000.00	45,750.00	55,500.00
192	36,100.00	45,900.00	55,700.00
193	36,200.00	46,050.00	55,900.00
194	36,300.00	46,200.00	56,100.00
195	36,400.00	46,350.00	56,300.00
196	36,500.00	46,500.00	56,500.00
197	36,600.00	46,650.00	56,700.00
198	36,700.00	46,800.00	56,900.00
199	36,800.00	46,950.00	57,100.00

CORD	CD 4	CD 4	CD 4
ST	GR-1	GR-2	GR-3
200	36,900.00	47,100.00	57,300.00
201	37,000.00	47,250.00	57,500.00
202	37,100.00	47,400.00	57,700.00
203	37,200.00	47,550.00	57,900.00
204	37,300.00	47,700.00	58,100.00
205	37,400.00	47,850.00	58,300.00
206	37,500.00	48,000.00	58,500.00
207	37,600.00	48,150.00	58,700.00
208	37,700.00	48,300.00	58,900.00
209	37,800.00	48,450.00	59,100.00
210	37,900.00	48,600.00	59,300.00
211	38,000.00	48,750.00	59,500.00
212	38,100.00	48,900.00	59,700.00
213	38,200.00	49,050.00	59,900.00
214	38,300.00	49,200.00	60,100.00
215	38,400.00	49,350.00	60,300.00
216	38,500.00	49,500.00	60,500.00
217	38,600.00	49,650.00	60,700.00
218	38,700.00	49,800.00	60,900.00
219	38,800.00	49,950.00	61,100.00
220	38.900.00	50,100.00	61,300.00
221	39,000.00	50,250.00	61,500.00
222	39,100.00	50,400.00	61.700.00
223	39,200.00	50,550.00	61,900.00
224	39,300.00	50,700.00	62,100.00
225	39,400.00	50,850.00	62,300.00
226	39,500.00	51,000.00	62,500.00
227	39,600.00	51,150.00	62,700.00
228	39,700.00	51,300.00	62,900.00
229	39,800.00	51,450.00	63,100.00
230	39,900.00	51,600.00	63,300.00
231	40,000.00	51,750.00	63,500.00
232	40,100.00	51,900.00	63,700.00
233	40,200.00	52,050.00	63,900.00
234	40,300.00	52,200.00	64,100.00
235	40,400.00	52,350.00	64,300.00
236	40,500.00	52,500.00	64,500.00
237	40,600.00	52,650.00	64,700.00
238	40,700.00	52,800.00	64,900.00
239	40,800.00	52,950.00	65,100.00

ST	GR-1	GR-2	GR-3
240	40,900.00	53,100.00	65,300.00
241	41,000.00	53,250.00	65,500.00
242	41,100.00	53,400.00	65,700.00
243	41,200.00	53,550.00	65,900.00
244	41,300.00	53,700.00	66,100.00
245	41,400.00	53,850.00	66,300.00
246	41,500.00	54,000.00	66,500.00
247	41,600.00	54,150.00	66,700.00
248	41,700.00	54,300.00	66,900.00
249	41,800.00	54,450.00	67,100.00
250	41,900.00	54,600.00	67, 300.00

In witness hereof parties have hereunto set their hands on this Sixth (06th) day of February Two Thousand and Twenty Three (2023) Colonbo.



My No.: CI/1352.

### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ravi Industries Limited, No. 400, Deans road, Colombo 10 of the one part and the United Tea, Rubber And Local Produce Workers Union, No.519-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 1st 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. 26th day of October, 2023.

### Collective Agreement No, 32 of 2023

THIS COLLECTIVE AGREEMENT made this Tenth (10th) day of May Two Thousand and Twenty Three to take effect from the First day of June Two Thousand and Twenty Two pursuant to the Industrial Disputes Act, between

**RAVI INDUSTRIES LIMITED (PB 705)** having its registered office at 400, Deans Road, Colombo 10 (hereinafter referred to as the "Employer') of the ONE PART

AND

**THE UNITED TEA, RUBBER & LOCAL PRODUCE WORKERS' UNION** a registered Trade Union having its office at 519-2/1, Elvitigala Mawatha, Colombo 05 (hereinafter referred to as the 'Union') of the SECOND PART

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

TITLE: This Agreemen shall be known and referred to as the RAVI INDUSTRIES LIMITED MANUAL WORKERS' COLLECTIVE AGREEMENT of 2022

### PART I

## CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO AND CONNECTED THEREWITH.

- 1. *Persons Covered And Bound.* This Agreement shall cover and bind the Employer, the Union and the members of the Union who are employed by the Employer in a manual or labouring capacity on monthly contracts of employment as at the date of signing this Agreement and for whom provision has been made in the wage scales set out in Schedule 1 of this Agreement. However, for Employees recruited to the permanent cadre after the date hereof provision has been made in the wage scales set out in Schedule 2 of this Agreement and clauses 14, 15 and 18 shall not apply to such employees whilst all other Clauses will be applicable to them.
- 2. **Date Of Operation And Duration.** This Agreement shall be effective as from the First day of June Two Thousand and Twenty Two and shall thereafter continue in force unless it is determined by either party giving notice in terms of the Industrial Disputes Act, in writing to the other subject to the following provisos:-
  - (a) That one party hereto shall not give such notice to the other party before the Thirty First day of May Two Thousand and Twenty Five and no notice given before that date shall be regarded as valid.
  - (b) That in the event of a reduction in the par value of the Sri Lankan Rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.
- 3. General Terms And Conditions Of Employment.— During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.
- 4. *New Employees.* All Employees recruited by the Employer after the date hereof will be placed at a suitable point in the wages scale set out in Schedule 2. The provisions of clauses 14 (Sick Leave), 15 (Monthly Consolidated Wages in Lieu of CCPI Consolidation) and 18 (Annual Lump Sum Payment in Lieu of NRCOLG) will not apply to these employees during the term of this Collective Agreement whilst all other clauses will be applicable to them.
- 5. **Probation.** Every Employee recruited by the Employer shall serve a period of probation of not more than six (6) months. Provided however, that if during the six (6) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (3) months and in that event the 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.

### 6. Attendance.-

- (1) 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 store, factory, mill or job and shall there remain available for work throughout the normal working hours.
- (2) If, at a store, factory, mill or job, work is temporarily not available for an Employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.
- 7. *Hours Of Work.* The hours of work on a normal working day or on a shift shall be nine and one half  $(9\frac{1}{2})$  hours inclusive of a half (1/2) hour interval for a meal and other intervals existing at the date of this Agreement.

The hours of work on a shift shall be a period of eight (8) hours on a normal working day and a period of five (5) hours on a short working day.

8. *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.

### 9. Overtime.

- (1) Depending on the order situation and the Company requirements, overtime work may be available. The Employees agree to perform overtime work if requested by the Employer. However, the maximum overtime hours for an employee would be 120 hours per month.
- (2) Overtime work (that is work performed in excess of normal working hours) shall be remunerated at one and a half  $(1\frac{1}{2})$  times the normal hourly rate ascertained in accordance with the provisions of clause 17(a) hereof.

### 10. Weekly Holiday And Saturdays.-

- (1) In respect of each week every Employee shall be allowed a paid holiday on a 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 17(b) hereof.
- (2) In computing the period of twenty eight (28) hours referred to in sub-clause (1) the Employer shall include
  - (a) Every holiday allowed by the Employer to Employee as annual holiday;
  - (b) Every public holiday granted by the Employer in terms of clause 12 hereof;
  - (c) 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 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 the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1) then and in such event that Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 17(b) hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further, that in respect of not more than two (2) such weekly holidays in any one calendar month the 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 17(b) 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 weekly holiday the Employee shall be paid as remuneration -
    - (a) one and one half (1½) times the normal hourly rate ascertained in accordance with the provisions of clause 17(a) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (01) hour for a meal); and
    - (b) at double the normal hourly rate ascertained in accordance with the provisions of clause 17(a) hereof for each subsequent hour of work.

The provisions of this Sub-clause shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) hours in respect of the duration of each such period.

- (4) Saturday shall be a non-working day only for Employees for whom it was a non-working day as at present. In their case where an Employee does not qualify for a paid weekly holiday in terms of this clause he shall forfeit three fifth of his pay for Saturday if he has worked only 2 days in the week; four fifth of his pay for Saturday if he has worked only one day in the week and shall receive no pay for the Saturday if he has not worked on any day in the week. For the purpose of this sub-clause days worked will be reckoned in terms of sub-clause 2 above.
- 11. *Annual Holidays.* Annual holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards. In the case of Employees in the Brush Manufacturing Trade the annual holidays shall be in terms of the decision of the Wages Board for the Coir Mattress and Bristle Fibre Export Trade.

### 12. Public Holidays.-

- 1 Public holidays shall be allowed to an employee in accordance with the decisions of the relevant Wages Boards. In the case of employees in the Brush Manufacturing Trade the Public holidays shall be in terms of the decision of the Wages Board for the Coir Mattress and Bristle Fibre Export Trade. Provided however, that an Employee may be employed on a public holiday in accordance with the decision of the aforesaid Wages Board.
- 2 If any public holiday which an employee is eligible to under the provisions of sub clause (1) falls on a Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such public holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of clause 10 hereof.
- 3 If any public holiday to which an Employee is eligible under the provisions of sub clause (1) falls on a Saturday the number of hours constituting the normal working day on the day immediately preceding the Saturday shall be five and one half (51/2) hours and no interval for a meal shall be granted.

### 13. Casual Leave.-

- (1) 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 entilement to sick leave has been fully utilized, leave (hereinafter referred to as 'Casual Leave') with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such Casual Leave and shall be liable to pay such remuneration. Provided however, that not more than two (2) days Casual Leave shall be taken at any time save and except upon the ground of ill health. Provided further that any Employee shall not be entitled to take Casual Leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any 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.
- (2) 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 as possible after the application is made and in such case the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him Casual Leave.
- 14. *Sick Leave.* In any year an Employee covered by the wages scale set out in Schedule 1 of this Agreement shall be entitled to Sick Leave not exceeding twenty one (21) days provided that—
  - (a) his illness is supported by a medical certificate from a registered medical practitioner (unless waived by his Employer) and
  - (b) the Employer shall not be on probation within the meaning of Clause 5 hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to Sick Leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and Sick Leave not exceeding five (5) days if he is confirmed after nine (9) months's probation.

In any year an Employee recruited after the date hereof and covered by the wages scale set out in Schedule 2 of this Agreement will not be entitled to any Sick Leave.

### 15. Monthly Consolidated Wages in Lieu of CCPI Consolidation.-

- (1) Subject to the provisions of Clause 16 hereof and the Employer's right to make deductions from wages in terms of the practices prevailing at the date of this Agreement and also subject to the existing practices in relation to the performance by Employees of work in other grades (whether in higher or lower grades), as from the First day of June Two Thousand and Twenty Two each Employee shall be paid upon and subject to the other terms and conditions herein contained, a monthly consolidated wage on the basis of the scales of consolidated wages set out in the Schedule 1 hereto.
- (2) The scales of consolidated wages set out in Schedule 1 hereto include the Allowances which were consolidated in terms of Clause 14 of the Collective Agreement No. 20 of 1982.
- (3) This Agreement shall not have the effect of changing the incremental date of an Employee.
- (4) The wages of employees who are in employment as at the date of this Agreement will be revised as follows
  - A sum of Rs. 1,600/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Twenty Two.
  - A sum of Rs. 1,600/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Twenty Three.
  - A sum of Rs. 1,600/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Twenty Four.
- (5) Employees recruited to the permanent cadre after the date hereof and for whom provisions have been made in the wage scales set out in Schedule 2 hereto shall not be covered by the provisions of this clause and therefore would not be entitled to the aforementioned consolidations.
- (6) If during the continuance in force of this 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.
- 15A. *Incentive Payments.* The Incentive Scheme applicable to the relevant employees with effect from First day of June Two Thousand and Twenty Two is set out in Schedule 3.
- 16. *Conversion to Scales of Monthly Consolidated Wages*.— For the purpose of ascertaining the wage an Employee shall receive with effect from the First day of December Two Thousand and Twenty Two on the basis of scales of which of consolidated wages set out in the Schedule 1 hereto the following provisions subject to the provisions of Clause 15 above shall apply.

- (i) An employee who is in employment as at the date of the signing of this Agreement shall have his wage revised with effect from the 1st day of December Two Thousand and Twenty Two by the addition of Rupees Six Thousand (Rs. 6,000/-) to the wage drawn by him on the Thirteenth day of November Two Thousand and Twenty Two.
- (ii) Each Employee shall thereafter be placed at the corresponding point on the wage scale set out in Schedule 1 without change in grade and if there is no corresponding point in terms of money value, the next higher stage on the same grade.
- (iii) An employee who is in employment as at the First date of June Two Thousand and Twenty Three shall have his wage revised with effect from the 1st day of June Two Thousand and Twenty Three by the addition of Rupees Five Thousand (Rs. 5,000/-) to the wage drawn by him on the Thirty First day of May Two Thousand and Twenty Three.
- (iv) Each Employee shall thereafter be placed at the corresponding point on the wage scales set out in Schedules 1 and 2 without change in grade and if there is no corresponding point in terms of money value, the next higher stage on the same grade.
- (v) An employee who is in employment as at the First date of June Two Thousand and Twenty Four shall have his wage revised with effect from the 1st day of June Two Thousand Twenty Four by the addition of Rupees Four Thousand Five Hundred (Rs. 4,500/-) to the wage drawn by him on the Thirty First day of May Two Thousand and Twenty Four.
- (vi) Each Employee shall thereafter be placed at the corresponding point on the wage scales set out in Schedules 1 and 2 without change in grade and if there is no corresponding point in terms of money value, the next higher stage on the same grade.
- (vii) As a matter of goodwill it is agreed that an employee who is in confirmed employment as at the First day of June Two Thousand and Twenty Two and who is in employment as at the date hereof, shall receive an ex-gratia payment of a sum of Rs. 6,000/- multiplied by 6.

The aforesaid ex-gratia payment shall not constitute a part of an employee's earnings for any purpose whatsoever and shall not attract consequential payments such as overtime, Provident Fund, Trust Fund, *etc.* 

17. *Wages For Periods Less Than One Month.*— For the purpose of this Agreement the wages of any employee for periods less than one month shall be computed in the manner following:

(a) for one hour the monthly wage divided by two hundred and forty (240)

(b) for one day the monthly wage divided by thirty (30)

(c) for one half day a day's wage ascertained as above divided by two (2) (either morning or afternoon)

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

### 18. Annual Lump Sum Payment In Lieu Of Nrcolg.-

- (1) A lump sum payment on an ex-gratia basis would be made as follows
  - (a) Rs. 28,000/- in April 2023
  - (b) Rs. 28,000/- in April 2024
  - (c) Rs. 28,000/- in April 2025
- (2) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on this lump sum payment.

#### 19. Provident Fund.-

- (1) The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act No. 15 of 1958.
- (2) Subject to the provisions of the Employees' Trust Fund Act No. 46 of 1980 where the Employee and Employee as at the date hereof were contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.
- 20. *Terminal Benefits.* The Employer will pay terminal benefits to Employees in accordance with the Gratuity Act No. 12 of 1983.

## 21. *Bonus.*-

- (1) Without prejudice to existing bonus schemes and without prejudice to the Employer's claim that bonus payment in the past and as provided in this Agreement are ex-gratia, the Employer will, subject as hereinafter provided, continue to pay to each of his employees a bonus which will not be less than the sum of money paid to him as his bonus for the year immediately preceding the signing of the Agreement No. 20 of 1982. If in any year the Employer, in his discretion reduces the bonus to an amount less than the sum of money paid to each of his Employees as bonus for the year immediately preceding the signing of Agreement No. 20 of 1982 the Union may canvas such reduction of bonus with the Employer concerned. If the Union is not satisfied by the Employer in the matter, the Union may pursue this matter with the Employers Federation of Ceylon. If the dispute as to the reduction of bonus is not settled with the Federation, the same shall be referred to a committee of three (3) persons (hereinafter referred to as a 'Bonus Committee') which shall be constituted in accordance with the provisions of sub-clause 2 for settlement in the manner hereinafter set forth.
- (2) At the written request of the parties to the dispute as to the reduction of the bonus the Commissioner General of Labour will constitute a Bonus Committee which shall consist of three (3) senior accountants nominated by the Council of the Institute of Chartered Accountants of Sri Lanka. The said Chartered Accountants shall be persons with at least ten (10) years' post qualification experience. The selection of the three Chartered Accountants will be communicated by the Institute of Chartered Accountants to the Commissioner General of Labour, the Employer, the Union and to the Federation. Thereupon the Commissioner General of Labour will communicate in writing to each member of the Bonus Committee so constituted a statement of principles and procedures by which the members of the Bonus Committee shall be bound in settling the dispute as to the reduction of Bonus.

- (3) Upon receipt of the submissions and the statement of the principles and procedures from the Commissioner General of Labour the Bonus Committee shall in accordance with the said principles and procedures decide whether the reduction of the bonus by the Employer was justified and if the reduction was not justified to what extent, if any, the bonus should be reduced. The Bonus Committee shall communicate its decision in writing to the Employer, the Union, the Federation and the Commissioner General of Labour. If the decision of the Bonus Committee is unanimous, such decision shall be final and binding on the parties to the dispute and the Union and/or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement. If, however, the Bonus Committee is divided in its decision then the decision of the Commissioner General of Labour on the matter shall be final and binding on the parties to the dispute and the Commissioner General's decision shall be communicated in writing to the Federation, and the Union or its members shall not pursue the matter further by any form of Trade Union action or otherwise during the continuance in force of this Agreement.
- (4) The Bonus committee shall not be entitled nor be competent to decide that in any year the Employer should pay his Employees a bonus exceeding the sum of money paid as bonus as in the year immediately preceding the signing of Agreement No. 20 of 1982.
- (5) The fees payable to the members of the Bonus Committee shall be borne equally by the parties to the dispute as to the reduction of bonus and be payable on demand by the Commissioner General of Labour.
- (6) The payment of a bonus exceeding the sum of money paid as bonus to employees in the year immediately preceding the signing of Agreement No. 20 of 1982 shall be in the sole discretion of the Employer and shall not be called in question by the Union and/or its members nor shall the Employer's failure or refusal to pay such bonus be the subject of any dispute.
- (7) The Provisions of sub-clauses (1) (2) (3) (4) (5) and (6) shall *mutatis mutandis* apply to existing bonus scheme.
- (8) At the request of the Commissioner General of Labour the Council of the Institute of Chartered Accountants of Sri Lanka will nominate three (3) Chartered Accountants with not less than ten (10) years of post-qualification experience drawn from professional accountancy firms to serve on the Bonus Committee.

## 22. Annual Increments.—

- (1) The annual increments provided in each grade of the scales of consolidated wages in Schedules 1 and 2 hereto shall be automatic, unless as a matter of punishment for general inefficiency including irregular attendance or unpunctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred in which case where an increment is -
  - (a) deferred, the loss of increment shall be continuous throughout the year;
  - (b) stopped, the loss of increment shall only be for the period of stoppage during the year;
  - (c) suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall occur to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the Employee has been notified, in writing of a complaint against such Employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct which in the circumstances does not merit termination of employment.

- 23. **Productivity Improvement And Elimination Of Waste.** The employees agree to cooperate with the employer to enhance productivity levels, comply with health and safety procedures and practices, various projects implemented by management to minimize waste in all forms in the mutual interest of preserving the future of the company. The employees will cooperate with the management and strive to exceed the minimum norms fixed for payment of incentives and to ensure optimum utilization of machine capacity.
- 24. *Warnings.* If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the Employee, by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate the warning may given to the Employee orally by the Employer in the presence of two witnesses.

### 25. Suspension.-

- (1) An employee may be suspended without pay by his Employer -
  - (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct which warrants dismissal;
  - (b) In order to avoid a breach of the peace or damage to the property or disturbance of business of the Employer;
  - (c) As a punishment for misconduct for a period not exceeding seven (7) working days after the inquiry;
- (2) At the time of suspension under sub-clause (l)(a) or within twenty four (24) hours thereof the Employer shall provide the Employee with a written order of suspension specifying the reasons for such suspension and thereafter, hold an inquiry into the charge or charges in terms of clause 26 hereof.
- 26. Disciplinary Action. Where the Employer proposes to proceed against an Employee then -
  - (1) Irrespective of whether an Employee has been suspended under clause 25 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
  - (2) 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 a written answer or explanation to the show cause notice and where such request is made by the 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.
  - (3) 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 entitlements due for the period of such suspension.

- (4) If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- (5) After holding such inquiry the Employer shall notify the Employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) 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.
- (6) If the employee is under suspension and the Employer after such inquiry makes order that -
  - (a) The employee shall not be dismissed then the Employee shall resume employment forthwith and shall subject to the provisions of sub-clause 25(1)(c) here of be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;
  - (b) the employee shall be dismissed, the Employee's dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension;
  - (c) in view of the serious or involved nature of the charges in the show cause notice against the Employee, the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigations or inquiries and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the Employee the matter 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.
- (7) If in any case where an Employee is suspended as provided for herein the Employer fails to make order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for a 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 (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.
- (8) In any case where the employee is suspended as provided herein, the Employer shall make an order under paragraphs (a) to (c) of sub clause 6 within ninety (90) days of the date of suspension of the Employee unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.

- (9) The Employer shall not be required to hold an inquiry as referred to in sub clauses 4 and 5 hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after the receipt of the Employee's explanation shall not be material or relevant.
- 27. **Retirement.** On reaching the age of sixty (60) years an Employee shall *ipso facto* retire and cease to be employed by the Employer and there shall be no obligation on the Employer to give the Employee any notice of such retirement. In the case of employees born on or before l6th November 1967 the retirement age shall be fifty seven years (57). The retirement age of employees born between 17th November 1967 and 16th November 1968 shall be fifty eight years (58). The retirement age of employees born between 17th November 1968 and 16th November 1969 shall be fifty nine years (59). Provided however, that an Employee who has retired may at the discretion of the Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

### 28. Termination of Services.-

- (1) 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 5 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 of his intention to determine the same and such month has expired.
- (2) Where an 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 or the failure of the Employee to complete the job within reasonable time.
- 29. *Union Recognition.* The Union shall be competent to make representations on behalf of any of its members who is employed in any workplace of the Employer bound by this Agreement. In regard to issues of general application or to the effect of principle such as matters affecting general terms and conditions of employment either in the workplace or the trade as a whole, the following provisions shall apply.
  - (1) When the Union is representative of not less that forty per cent (40%) of the employees whose membership subscription is not in arrears, the Employer of such employees will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percent (40%) of such employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with the Union competent to make general demands by virtue of the requisite membership and not separately with each such Union.
  - (2) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other Employees in the service of the Employer, the competence of the Union to make such claims or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of Employees in the service of the Employer in Sri Lanka.

### 30. Disputes Procedure.-

- (1) 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.
- (2) 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 discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.
- (3) Subject to the provisions of Clause 30 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.
- (4) Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this Agreement.
- 31. How Anomalies In The Course Of Implementing This Agreement Shall Be Dealt With.— Any anomaly, arising from the implementation of this Agreement shall be settled by negotiation between the Employer and the Union and if the matter cannot be settled by negotiation, it shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.
- 32. *Trade Union Action.* The Union and the Employees 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 Union or the Employees and the Employer, whether or not such dispute is related to the Agreement, except where such dispute has been caused by an act of the 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 or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interest 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 General of Labour before the date of commencement of any intended strike or other form of trade union action consequent upon an act of the 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 or the legitimate activities of the Union and/or its members is grossly unfair or seriously detrimental to the interest of the Union and/or its members.

## 33. Variation of Terms and Conditions of Employment and Benefits.—

(1) The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the Employees covered and bound by this Agreement other than by mutual agreement.

- (2) The Employer agrees with the Union and the Employees that the Employer shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees other than by mutual agreement.
- (3) Any dispute or difference arising from negotiations under the provision of sub-clauses 1 or 2 may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

#### **PART II**

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

- 1. *Breaches Of Collective Agreement.* If in the opinion of the Employer and the Federation, the Union shall commit a breach of any of the terms of this Agreement, then and in 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 same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Employer may decide.
- 2. **Domestic Inquiries.** If an employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice -
  - (a) The Employer will, subject as hereinafter provided, allow another member of the Union (hereinafter referred to as 'an Observer') to be present as an observer without loss of wages for absence from work.
  - (b) If the Employer who is served with a show cause notice desires an 'Observer' to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
  - (c) An Observer may answer any questions which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
  - (d) The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry, in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
  - (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings there at, 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 undernoted conditions.

- (i) that no person other than an employee in the service of that Employer shall be present at a meeting of the Union;
- (ii) on occasions such as the Annual General meeting of the Union, office bearers of the Parent Union may, with the previous approval of the Employer, attend;
- (iii) fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Union and its office bearers to ensure that the terms on which permission to hold a meeting of the 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 the, or in connection with a meeting of the Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

### 4. Duty Leave.-

(1) The following provisions shall apply to duty leave -

Without prejudice to the right of the Employer, to refuse to grant permission if, in his discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Union -

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

Or

- (b) to attend inquiries before Industrial Courts, arbitrators or Labour Tribunals without loss of wages for such absence.
- (2) The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course or seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

## 5. Check-Off.-

- (1) The facility of check-off shall be granted, subject to Clause 1 of Part II hereof only so long as the Union represents no less than forty (40) *percent* of the Employees covered and bound by this Collective Agreement.
- (2) The Employer shall on the written request of an Employee deduct from the wages due to such Employees 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.

- (3) Every employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 referred to as an 'Authorization'.
- (4) 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'.
- (5) As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- (6) As far as practicable deductions under and authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however -
  - (a) that the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with sub-clause 5 or 6;
  - (b) that at his discretion the Employer shall be entitled not to make deductions by way of check-off in any month in which the deductions from the Employee's wages in that month exceed the deduction permitted by Law;
- (7) The Employer shall not later than the tenth (10th) 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.
- (8) The Cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at its address for the time being.
- (9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (10) The Employer shall not be liable to pay to the Union or the Treasurer on its behalf as aforesaid any sum other than the Union's dues actually deducted.

### FORM No.1

Name of Employer:

### RAVI INDUSTRIES LIMITED

### AUTHORIZATION

As I am an Employee covered and bound by the RAVI INDUSTRIES LIMITED COLLECTIVE AGREEMENT 2022 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 UNITED TEA RUBBER & LOCAL PRODUCE WORKERS' UNION, please deduct from my wages each month a sum of

	කා පුජාතාන්තික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2023.11.13 DINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 13.11.2023
=	pect of my current monthly membership dues to the said Union and remit same to the ent should please be made from my wages due immediately following the date hereof
(Date of Signing)	(Signature of Employee)
(Full name of Employee)	Checkroll Number
Received on(To be filled by the Employer)	
	FORM No. 2
Name of Employer:	RAVI INDUSTRIES LIMITED
	REVOCATION
	itted by me, please cease to deduct from my wages any further membership dues in OCAL PRODUCE WORKERS' UNION with effect from the wages next due to me
(Date of signing)	(Signature of Employee)
(Full name of Employee)	checkroll Number
Received on(To be filled by the Employer)	

### PART III

### CONTAINING DEFINITIONS OF CERTAIN WORDS

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

WORDS MEANING

**Branch Union** The Branch Union at the factory

**Check-off** The act of the Employer deducting in terms of Clause 5 of Part II the

subscriptions payable to the Union by an employee from the latter's pay.

**Dispute** Shall have the same meaning as in the Industrial Disputes Act.

Employee An employee covered and bound by this Agreement

(For convenience sometimes referred to as 'he' or its grammatical variations)

**Employer** Ravi Industries Ltd

Federation Employers' Federation of Ceylon

**Industrial Disputes Act**The Industrial Disputes Act No. 43 of 1950

Normal Incremental Date

The date on which an employee would normally receive an increment

employee is employed in.

Union United Tea Rubber & Local Produce Workers' Union

Wage The monthly wage according to the scales of consolidated wages in the

First Schedule hereto.

Week The period between midnight on any Saturday night and midnight on

the succeeding Saturday night.

Year A continuous period of twelve (12) months

Words importing the masculine gender shall include the feminine

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

### SCHEDULE - 1

		Grade A		Grade B
1	199 x 200.00	23,640.00	199 x 100.00	23,390.00
2		23,840.00		23,490.00
3		24,040.00		23,590.00
4		24,240.00		23,690.00
5		24,440.00		23,790.00
6		24,640.00		23,890.00
7		24,840.00		23,990.00
8		25,040.00		24,090.00
9		25,240.00		24,190.00
10		25,440.00		24,290.00
11		25,640.00		24,390.00
12		25,840.00		24,490.00
13		26,040.00		24,590.00
14		26,240.00		24,690.00
15		26,440.00		24,790.00
16		26,640.00		24,890.00
17		26,840.00		24,990.00
18		27,040.00		25,090.00
19		27,240.00		25,190.00
20		27,440.00		25,290.00
21		27,640.00		25,390.00
22		27,840.00		25,490.00
23		28,040.00		25,590.00
24		28,240.00		25,690.00
25		28,440.00		25,790.00
26		28,640.00		25,890.00
27		28,840.00		25,990.00
28		29,040.00		26,090.00
29		29,240.00		26,190.00
30		29,440.00		26,290.00
31		29,640.00		26,390.00
32		29,840.00		26,490.00
33		30,040.00		26,590.00

	Grade A	Grade B
34	30,240.00	26,690.00
35	30,440.00	26,790.00
36	30,640.00	26,890.00
37	30,840.00	26,990.00
38	31,040.00	27,090.00
39	31,240.00	27,190.00
40	31,440.00	27,290.00
41	31,640.00	27,390.00
42	31,840.00	27,490.00
43	32,040.00	27,590.00
44	32,240.00	27,690.00
45	32,440.00	27,790.00
46	32,640.00	27,890.00
47	32,840.00	27,990.00
48	33,040.00	28,090.00
49	33,240.00	28,190.00
50	33,440.00	28,290.00
51	33,640.00	28,390.00
52	33,840.00	28,490.00
53	34,040.00	28,590.00
54	34,240.00	28,690.00
55	34,440.00	28,790.00
56	34,640.00	28,890.00
57	34,840.00	28,990.00
58	35,040.00	29,090.00
59	35,240.00	29,190.00
60	35,440.00	29,290.00
61	35.640.00	29,390.00
62	35,840.00	29,490.00
63	36,040.00	29,590.00
64	36,240.00	29,690.00
65	36,440.00	29,790.00
66	36,640.00	29,890.00
67	36,840.00	29,990.00

	Grade A	Grade B
68	37,040.00	30,090.00
69	37,240.00	30,190.00
70	37,440.00	30,290.00
71	37,640.00	30,390.00
72	37,840.00	30,490.00
73	38,040.00	30,590.00
74	38,240.00	30,690.00
75	38,440.00	30,790.00
76	38,640.00	30,890.00
77	38,840.00	30,990.00
78	39,040.00	31,090.00
79	39,240.00	31,190.00
80	39,440.00	31,290.00
81	39,640.00	31,390.00
82	39,840.00	31,490.00
83	40,040.00	31,590.00
84	40,240.00	31,690.00
85	40,440.00	31,790.00
86	40,640.00	31,890.00
87	40,840.00	31,990.00
88	41,040.00	32,090.00
89	41,240.00	32,190.00
90	41,440.00	32,290.00
91	41,640.00	32,390.00
92	41,840.00	32,490.00
93	42,040.00	32,590.00
94	42,240.00	32,690.00
95	42,440.00	32,790.00
96	42,640.00	32,890.00
97	42,840.00	32,990.00
98	43,040.00	33,090.00
99	43,240.00	33,190.00
100	43,440.00	33,290.00

	Grade A	<b>Grade B</b>
101	43,640.00	33,390.00
102	43,840.00	33,490.00
103	44,040.00	33,590.00
104	44,240.00	33,690.00
105	44,440.00	33,790.00
106	44,640.00	33,890.00
107	44,840.00	33,990.00
108	45,040.00	34,090.00
109	45,240.00	34,190.00
110	45,440.00	34,290.00
111	45,640.00	34,390.00
112	45,840.00	34,490.00
113	46,040.00	34,590.00
114	46,240.00	34,690.00
115	46,440.00	34,790.00
116	46,640.00	34,890.00
117	46,840.00	34,990.00
118	47,040.00	35,090.00
119	47,240.00	35,190.00
120	47,440.00	35,290.00
121	47,640.00	35,390.00
122	47,840.00	35,490.00
123	48,040.00	35,590.00
124	48,240.00	35,690.00
125	48,440.00	35,790.00
126	48,640.00	35,890.00
127	48,840.00	35,990.00
128	49,040.00	36,090.00
129	49,240.00	36,190.00
130	49,440.00	36,290.00
131	49,640.00	36,390.00
132	49,840.00	36,490.00
133	50,040.00	36,590.00

	Grade A	<b>Grade B</b>
134	50,240.00	36,690.00
135	50,440.00	36,790.00
136	50,640.00	36,890.00
137	50,840.00	36,990.00
138	51,040.00	37,090.00
139	51,240.00	37,190.00
140	51,440.00	37,290.00
141	51,640.00	37,390.00
142	51,840.00	37,490.00
143	52,040.00	37,590.00
144	52,240.00	37,690.00
145	52,440.00	37,790.00
146	52,640.00	37,890.00
147	52,840.00	37,990.00
148	53,040.00	38,090.00
149	53,240.00	38,190.00
150	53,440.00	38,290.00
151	53,640.00	38,390.00
152	53,840.00	38,490.00
153	54,040.00	38,590.00
154	54,240.00	38,690.00
155	54,440.00	38,790.00
156	54,640.00	38,890.00
157	54,840.00	38,990.00
158	55,040.00	39,090.00
159	55,240.00	39,190.00
160	55,440.00	39,290.00
161	55,640.00	39,390.00
162	55,840.00	39,490.00
163	56,040.00	39,590.00
164	56,240.00	39,690.00
165	56,440.00	39,790.00
166	56,640.00	39,890.00
167	56,840.00	39,990.00

	Grade A	Grade B
168	57,040.00	40,090.00
169	57,240.00	40,190.00
170	57,440.00	40,290.00
171	57,640.00	40,390.00
172	57,840.00	40,490.00
173	58,040.00	40,590.00
174	58,240.00	40,690.00
175	58,440.00	40,790.00
176	58,640.00	40,890.00
177	58,840.00	40,990.00
178	59,040.00	41,090.00
179	59,240.00	41,190.00
180	59,440.00	41,290.00
181	59,640.00	41,390.00
182	59,840.00	41,490.00
183	60,040.00	41,590.00
184	60,240.00	41,690.00
185	60,440.00	41,790.00
186	60,640.00	41,890.00
187	60,840.00	41,990.00
188	61,040.00	42,090.00
189	61,240.00	42,190.00
190	61,440.00	42,290.00
191	61,640.00	42,390.00
192	61,840.00	42,490.00
193	62,040.00	42,590.00
194	62,240.00	42,690.00
195	62,440.00	42,790.00
196	62,640.00	42,890.00
197	62,840.00	42,990.00
198	63,040.00	43,090.00
199	63,240.00	43,190.00
200	63,440.00	43,290.00

### SCHEDULE - 2

ST	GR-1		GR-2		GR-3	
1	17.000.00	100.00	17,250.00	150.00	17,500.00	200.00
2	17,100.00		17,400.00		17,700.00	
3	17,200.00		17,550.00		17,900.00	
4	17.300.00		17,700.00		18,100.00	
5	17.400.00		17,850.00		18,300.00	
6	17,500.00		18.000.00		18,500.00	
7	17,600.00		18,150.00		18,700.00	
8	17,700.00		18,300.00		18,900.00	
9	17,800.00		18,450.00		19,100.00	
10	17.900.00		18,600.00		19,300.00	
11	18,000.00		18,750.00		19,500.00	
12	18,100.00		18,900.00		19,700.00	
13	18,200.00		19,050.00		19,900.00	
14	18,300.00		19,200.00		20,100.00	
15	18,400.00		19,350.00		20,300.00	
16	18,500.00		19,500.00		20,500.00	
17	18,600.00		19,650.00		20,700.00	
18	18,700.00		19,800.00		20,900.00	
19	18,800.00		19,950.00		21,100.00	
20	18,900.00		20,100.00		21,300.00	
21	19,000.00		20,250.00		21,500.00	
22	19,100.00		20,400.00		21.700.00	
23	19,200.00		20,550.00		21.900.00	
24	19,300.00		20,700.00		22,100.00	
25	19,400.00		20,850.00		22.300.00	
26	19,500.00		21,000.00		22.500.00	
27	19,600.00		21,150.00		22.700.00	
28	19,700.00		21,300.00		22.900.00	
29	19,800.00		21,450.00		23,100.00	
30	19,900.00		21,600.00		23,300.00	
31	20,000.00		21,750.00		23,500.00	
32	20,100.00		21,900.00		23,700.00	

ST	GR-1	GR-2	GR-3
33	20,200.00	22,050.00	23,900.00
34	20,300.00	22,200.00	24,100.00
35	20,400.00	22,350.00	24.300.00
36	20,500.00	22,500.00	24.500.00
37	20,600.00	22,650.00	24,700.00
38	20,700.00	22,800.00	24,900.00
39	20,800.00	22,950.00	25,100.00
40	20,900.00	23,100.00	25,300.00
41	21,000.00	23,250.00	25,500.00
42	21,100.00	23,400.00	25,700.00
43	21,200.00	23,550.00	25,900.00
44	21,300.00	23,700.00	26,100.00
45	21,400.00	23,850.00	26,300.00
46	21,500.00	24,000.00	26,500.00
47	21,600.00	24,150.00	26,700.00
48	21,700.00	24,300.00	26,900.00
49	21,800.00	24,450.00	27,100.00
50	21,900.00	24,600.00	27,300.00
51	22,000.00	24,750.00	27,500.00
52	22,100.00	24,900.00	27,700.00
53	22,200.00	25,050.00	27,900.00
54	22,300.00	25,200.00	28,100.00
55	22,400.00	25,350.00	28,300.00
56	22,500.00	25,500.00	28,500.00
57	22,600.00	25,650.00	28,700.00
58	22,700.00	25,800.00	28,900.00
59	22.800.00	25,950.00	29,100.00
60	22,900.00	26,100.00	29,300.00
61	23,000.00	26,250.00	29,500.00
62	23,100.00	26,400.00	29,700.00
63	23,200.00	26,550.00	29,900.00
64	23,300.00	26,700.00	30,100.00
65	23,400.00	26,850.00	30,300.00
66	23,500.00	27,000.00	30,500.00
67	23,600.00	27,150.00	30,700.00
68	23,700.00	27,300.00	30,900.00
69	23,800.00	27,450.00	31,100.00

ST	GR-1	GR-2	GR-3
70	23,900.00	27,600.00	31,300.00
71	24,000.00	27,750.00	31,500.00
72	24,100.00	27,900.00	31,700.00
73	24,200.00	28,050.00	31,900.00
74	24,300.00	28,200.00	32,100.00
75	24,400.00	28,350.00	32,300.00
76	24,500.00	28,500.00	32,500.00
77	24,600.00	28,650.00	32,700.00
78	24,700.00	28,800.00	32,900.00
79	24,800.00	28,950.00	33,100.00
80	24,900.00	29,100.00	33,300.00
81	25,000.00	29,250.00	33,500.00
82	25,100.00	29,400.00	33,700.00
83	25,200.00	29,550.00	33,900.00
84	25,300.00	29,700.00	34,100.00
85	25,400.00	29,850.00	34,300.00
86	25,500.00	30,000.00	34,500.00
87	25,600.00	30,150.00	34,700.00
88	25,700.00	30,300.00	34,900.00
89	25,800.00	30,450.00	35,100.00
90	25,900.00	30,600.00	35,300.00
91	26,000.00	30,750.00	35,500.00
92	26,100.00	30,900.00	35,700.00
93	26,200.00	31,050.00	35,900.00
94	26,300.00	31,200.00	36,100.00
95	26,400.00	31,350.00	36,300.00
96	26,500.00	31,500.00	36,500.00
97	26,600.00	31,650.00	36,700.00
98	26,700.00	31,800.00	36,900.00
99	26,800.00	31,950.00	37,100.00
100	26,900.00	32,100.00	37,300.00
101	27,000.00	32,250.00	37.500.00
102	27.100.00	32,400.00	37,700.00
103	27,200.00	32,550.00	37,900.00

ST	GR-1	GR-2	GR-3
104	27,300.00	32,700.00	38,100.00
105	27.400.00	32,850.00	38,300.00
106	27,500.00	33,000.00	38,500.00
107	27,600.00	33,150.00	38,700.00
108	27,700.00	33,300.00	38,900.00
109	27,800.00	33,450.00	39,100.00
110	27,900.00	33,600.00	39,300.00
111	28.000.00	33,750.00	39,500.00
112	28,100.00	33,900.00	39,700.00
113	28,200.00	34,050.00	39,900.00
114	28,300.00	34,200.00	40,100.00
115	28,400.00	34,350.00	40,300.00
116	28,500.00	34,500.00	40,500.00
117	28,600.00	34,650.00	40,700.00
118	28,700.00	34,800.00	40,900.00
119	28,800.00	34,950.00	41,100.00
120	28,900.00	35,100.00	41,300.00
121	29,000.00	35,250.00	41,500.00
122	29,100.00	35,400.00	41,700.00
123	29,200.00	35,550.00	41,900.00
124	29,300.00	35,700.00	42,100.00
125	29,400.00	35,850.00	42,300.00
126	29,500.00	36,000.00	42,500.00
127	29,600.00	36,150.00	42,700.00
128	29,700.00	36,300.00	42,900.00
129	29,800.00	36,450.00	43,100.00
130	29,900.00	36,600.00	43,300.00
131	30,000.00	36,750.00	43,500.00
132	30,100.00	36,900.00	43,700.00
133	30,200.00	37,050.00	43,900.00
134	30,300.00	37,200.00	44,100.00
135	30,400.00	37,350.00	44,300.00

ST	GR-1	GR-2	GR-3
136	30,500.00	37,500.00	44,500.00
137	30,600.00	37,650.00	44,700.00
138	30,700.00	37,800.00	44,900.00
139	30,800.00	37,950.00	45,100.00
140	30,900.00	38,100.00	45,300.00
141	31,000.00	38,250.00	45,500.00
142	31,100.00	38,400.00	45,700.00
143	31,200.00	38,550.00	45,900.00
144	31,300.00	38,700.00	46,100.00
145	31,400.00	38,850.00	46,300.00
146	31,500.00	39,000.00	46,500.00
147	31,600.00	39,150.00	46,700.00
148	31,700.00	39,300.00	46,900.00
149	31,800.00	39,450.00	47,100.00
150	31,900.00	39,600.00	47,300.00
151	32,000.00	39,750.00	47,500.00
152	32,100.00	39,900.00	47,700.00
153	32,200.00	40,050.00	47,900.00
154	32,300.00	40,200.00	48,100.00
155	32,400.00	40,350.00	48,300.00
156	32,500.00	40,500.00	48,500.00
157	32,600.00	40,650.00	48,700.00
158	32,700.00	40,800.00	48,900.00
159	32,800.00	40,950.00	49,100.00
160	32,900.00	41,100.00	49,300.00
161	33,000.00	41,250.00	49,500.00
162	33,100.00	41,400.00	49,700.00
163	33,200.00	41,550.00	49,900.00
164	33,300.00	41,700.00	50,100.00
165	33,400.00	41,850.00	50,300.00
166	33,500.00	42,000.00	50,500.00
167	33,600.00	42,150.00	50,700.00

ST	GR-1	GR-2	GR-3
168	33,700.00	42,300.00	50,900.00
169	33,800.00	42,450.00	51,100.00
170	33,900.00	42,600.00	51,300.00
171	34,000.00	42,750.00	51,500.00
172	34,100.00	42,900.00	51,700.00
173	34,200.00	43,050.00	51,900.00
174	34,300.00	43,200.00	52,100.00
175	34,400.00	43,350.00	52,300.00
176	34,500.00	43,500.00	52,500.00
177	34,600.00	43,650.00	52,700.00
178	34,700.00	43,800.00	52,900.00
179	34,800.00	43,950.00	53,100.00
180	34,900.00	44,100.00	53,300.00
181	35,000.00	44,250.00	53,500.00
182	35,100.00	44,400.00	53,700.00
183	35,200.00	44,550.00	53,900.00
184	35,300.00	44,700.00	54,100.00
185	35,400.00	44,850.00	54,300.00
186	35,500.00	45,000.00	54,500.00
187	35,600.00	45,150.00	54,700.00
188	35,700.00	45,300.00	54,900.00
189	35,800.00	45,450.00	55,100.00
190	35,900.00	45,600.00	55,300.00
191	36,000.00	45,750.00	55,500.00
192	36,100.00	45,900.00	55,700.00
193	36,200.00	46,050.00	55,900.00
194	36,300.00	46,200.00	56,100.00
195	36,400.00	46,350.00	56,300.00
196	36,500.00	46,500.00	56,500.00
197	36,600.00	46,650.00	56,700.00
198	36,700.00	46,800.00	56,900.00
199	36,800.00	46,950.00	57,100.00
200	36,900.00	47,100.00	57,300.00

### **SCHEDULE - 3**

### Incentive Payments.-

- 1. The incentive scheme applicable to Brush Filling Machine Operators (BFMO) will commence at 70% efficiency level of each machine capacity (based on the cycle time of the respective machine). The amounts payable at 70%, 75%, 80%, 85% 91%, and 101% are set out in the attachment. The output that has to be achieved in order to receive incentive payments on short working days are also set out in the attachment.
- 2. No incentive payments will be made to BFMO for efficiency levels below 70%.
- 3. Only marketable quality output with zero defects will be considered for calculations of incentives as described in (1) and (2) above. Damaged or items that need to be re-worked will not be considered for same.

The incentive payable for a shift to a BFMO would be calculated by multiplying the marketable quality brushes\* rate (at each efficiency level).

- 4. Machine breakdown time will be considered as operating time for the purpose of calculating incentives.
- 5. In the event a machine could not be operated for the entire eight hour shift due to non-availability of brush blocks or filling material, the incentive payable would be calculated as follows:
  - (a) The machine should have been operated for a minimum of five hours during the shift.
  - (b) The output obtained during the hours that the machine was operated would be pro-rated to compute the incentive.
- 6. The incentive scheme applicable to Mechanics and Electricians is as follows:

They would be entitled to a maximum of 80% of the average incentive earned by BFMO during the respective month subject to the following criteria:

I.	If Engineering availability index is below 80%:	No Incentive
II.	If Engineering availability index is between 80% and 84.99%	50% of average incentive earned by BFMO will be paid to Skilled employees
		75% of the amount payable to Skilled employees would be received by semi-skilled employees
		and
		60% of the amount payable to Skilled employees would be received by Unskilled employees
III.	If Engineering availability index is between 85% and 89.99%	60% of average incentive earned by BFMO would be received by Skilled employees
		75% of the amount payable to Skilled employees would be received by Semi-Skilled employees
		and
		60% of the amount payable to Skilled employees would be received by Unskilled employees

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IV.	If Engineering availability index is above 90%	80% of average incentive earned by BFMO would be received by Skilled employees
		75% of the amount payable to Skilled employees would be received by Semi-Skilled employees
		60% of the amount payable to Skilled employees would be received by unskilled employees

# 7. Incentive Scheme Applicable to General Workers in Supporting Divisions will be as follows:

Up to 2.5 days approved leave during the month	30% of the average incentive earned by the Brush Filling Machine Operators
3 days approved leave during the month	25% of the average incentive earned by the Brush Filling Machine Operators
3.5 days approved leave during the month	20% of the average incentive earned by the Brush Filling Machine Operators
4 days or more approved leave	No Incentive
Any unauthorized absence during a month	No Incentive

54A I කොටස: (I) ඡෙදය – ශී ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2023.11.13
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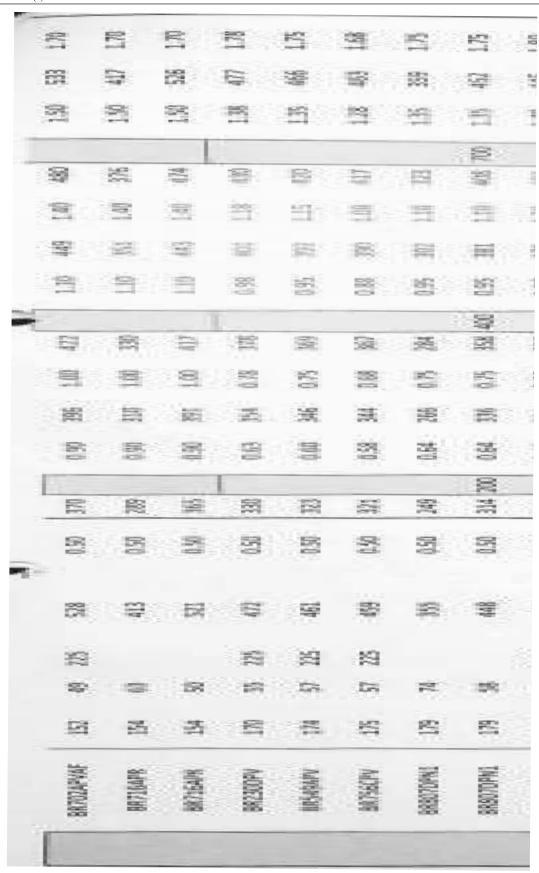
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64A I කොටස: (I) ජෙදය – ශුී ලංකා පුජාතාන්තුික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2023.11.13
Part I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 13.11.2023

	93636	922	\$	101	952	110	П	316	503	8		336	豆	147	329	579	165	95	3	272
RS64ACD	100585	25	9	3	211	<b>89</b>	8	152	468	88		8	760		53	223	R	99	55	23
R847APN	102,408	Ш	386	91	2	300	170	203	25	台		8	18	50	8	5	E	256	₽	230
98596	110384	<u>191</u>	69	3	179	288	158	5	307	36	, di	8	326	210	B	C00	200	Z.	288	3.25
BR294ACN	110 53	237	æ	165	248	66	1.68	292	426	1.96		50	757	210	99	700	230	34	E	325
BR803	112523	227	998	91	743	392	158	83	418	196		276	7777	2.10	562	927	230	378	253	325
BRSGIACN	114513	533	S	166	739	385	199	255	- #	197		371	436	2.12	280	199		8	95	378

55	58	283	58	Š
*	90	95	25	
=	177	FE.	191	-
£	55	53	3	
23	<b>23</b>	<b>13</b>	=	
8	23	28	E	
338	20	20	P2 eri	1
65	8	8	3	
174	- 3	\$	- 23	3
38	58	360	3.60	0.00
188	187	68	500	
98	19	91	=	_
2	8	330	22	7000
8	136	176	136	
60	8	5	\$	
88	38	100	300	100
35	25	25	35	0.00
2	8	201	8	
2033	15003	250234	2023	
88748	99/18	150	9653	

							1								1				-	
¥	PRODUCT CODE	NO OF CYCLE DOM	CALL	You	ACTUAL OUT	Check & Pack Rates		70%-74%	%#/	72	75% - 79%		80%-84%	%0	350	%06-%58	916	91%-100%		101%
2		HOLES	Ĕ		PUT(7.25 Hrs)	Per brush QTY New	4	Wew	Rate	è	Incentive Rate	QTY NEW	3	ncentive Rate	5	Incentive Rate	QTV New	Incentive N Rate	/e QTY	Incentive Rate
	BR815APV	9	97		1337	0.50	936		0.45	1,003	090	100,		0.0	98	080	17/1	0.90	1,350	1.00
	BR823APG	25	- Z		1,254	050	878		0.47	941	0.63	1,003		63	990	83	17	0.93	1,267	1.03
	FBR823APGFB	3	22		1,044	050	33		0,47	28	083	835		0.73	200	0.83	28	0.93	1,054	1.03
	FBR713APRB	33	22		1,180	050	978		0.49	56	0.64	776		7/0	8	0.84	1,074	750	1,192	701
												-								



BA143ACN BR188ACB1	10	13		1553	0.50	1,087	0.32	1,165	0.40	1,242	0.55	1,320	09.0	1,413	0.65	1,569	0.70
11	53	25		1057	0.50	740	0.55	793	65.00	846	0.85	868	1.00	962	1.10	1,068	1.20
	99	24		1107	0.50	775	0.68	830	0.88	886	1.15	941	1.20	1,007	1.30	1,118	1.40
BR188ACB	89	32		824	0.50	577	0.70	618	06.0	629	1.20	700	1.30	750	1.40	832	1.50
BR529APX	72	56	200	099	0.50	462	1.15	495	1.25	528	1.35	561	1.40	009	1.50	693	1.60
FBR529APX	92	42		625	0.50	438 500	1.18	469	1.28	500	1.38	531	1.45	569 1,000	1.25	631	1.60
BR144DCN	80	32	225	827	0.50	579	0.70	620	06'0	661	1.20	703	1.30	752	1.40	898	1.50
BR237ACN	80	59		914	0.50	640	0.70	989	06.0	731	1.20	777	1.30	832	1.40	923	1.50
BR711APR1	80	37		200	0.50	490	0.70	525	06.0	260	1.20	595	1.30	637	1.40	707	1.50
BR144DCN	82	32	Y.	807	0.50	295	0.70	909	06.0	646	1.20	989	1.30	734	1.40	815	1.50
BROGGAPNH	88	31		830	0.50	581	0.75	623	0.95	664	1.25	902	1.35	755	1.45	838	1.55
BR596ACN	100	39		662	1.00	463	1.20	497	1.25	230	1.35	563	1.45	602	1.55	699	1.85
BR120ACB	110	51		809	1.00	356	1.47	382	1.55	407	1.65	433	1.75	463	1.85	514	2.00
BR596ACN	112	40	225	620	1.00	415	1.50	465	1.60	496	1.75	527	1.85	564	1.95	651	2.05
BR121DCN	114	41	225	641	1.00	430	1.16	481	1.26	800 513	1.46	545	1.56	1,050 583	1.66	673	1.76
FER920APNFB	116	55		571	1.00	400	1.30	428	1.35	457	1.40	485	1.55	520	1.60	577	1.80
38591ACN	128	51	225	517	1.00	362	1.15	387	1.25	413	1.45	439	1.55	470	1.65	542	1.75
39595ACN2	130	46	225	562	1.00	375	1.62	422	1.72	450	1.92	478	2.02	512	2.12	290	2.22
SPSKOACB	132	47	225	554	1.00	372	1.64	415	1.74	443	1.94	471	2.04	504	2.14	581	2.24
BRZSZACN	134	48	1000	545	1.00	382 600	1.64	409	1.74	436 800	1.94	463	2.04	496 1,050	2.14	550	2.24
SPESSECIN	142	99	225	466	1.00	326	1.65	349	1.75	373	1.90	396	2.10	424	2.20	489	2.30
BREZERONI	143	99	225	462	1.00	324	1.70	347	1.80	370	1.95	393	2.10	421	2.20	485	2.30
BR8745CN	144	5.1	225	515	1.00	340	2.07	386	2.17	412	2.37	437	2.47	468	2.57	240	2.67
BR597442	144	57		460	1.00	322	2.07	345	2.17	368	2.37	391	2.47	419	2.57	465	2.67
RS49ACBET	146	28		453	1.00	317	1.70	340	1.80	362	1.95	385	2.10	1,100 412	2.20	458	2.30
R704ACEAF	146	52		501	1.00	351	1.70	376	1.80	401	1.95	426	2.10	456	2.20	505	2.30

BR588ACN	BR246ACN	FBR921APN	BR571APN	FBR921APN	BRS6SACN	BR807DPM																		
150	152	152	152	156	160	160				-	_			-						-171				
59	54	09	72	99	57	63	4	1	0	ž		п	D	0		F.B.F		ä	W	-	ii.	0	m K	a.
225	225						A BRE	Sen 5	822	0.81	MISOO	SH 7	888	2.4	HEAL	BRESADA	SPEZ.	BRADZA	10000000000000000000000000000000000000	9.44	BREZION	200	X	K A
441	481	435	571	468	457	414	S S S S	FMBD393CD	BRZOSDPV	MABO22APN		BRITOSAPR	BRSSTAND	BA129ACD	BRACOACE	DAM	BRISSACE			4 STATISTICS		S.A.S.	Strain.	490
1.00	1.00	1.00	1.00	1.00	1.00	1.00	ACB	621			N		100			AND PARTIES		BPC	SPACE C	075000	NO STATE	DIMA	TANK TO	P.P.R.
0 309	0 320	0 305	0 400	0 328	0 320	0 290	0 1,224	0 1,142	0 740	0 738	0 890	0 833	0 772	0 685	0 682	09 690	0 602	0 593	0 576	999	0 630	0 538	0 512	0 554
0	0	5	0	00	0	0	24	12	0	00	0	m	2	2		0	2	m	9	00	0	00	2	4
1.65 331	2.02 361	2.02 326	2.02 428	2.02 351	2.05 343	2.05 311	0.22	0.24 1,223	0.36	0.36	0.36	0.36	0.36827	0.37	0.38	0.40	0.50	0.55==635	0.72	0.74 = 609	0.78	0.78	0.50	0.71 - 593
1 1.75	1 2.12	6 2.12	8 2.12	1 2.12	3 2.15	1 2.15	11 0.27	23 0.30	2 0.46	1 0.46	3 0.46	3 0.46	7 0.46	4 0.47	1 0.48	5 0.50	9.00	5 0.65	7 0.82	9 0.84	5 0.88	7 0.88	9 0.60	3 0.81
353	385	348	457	374	366	331	1,398	1,305	845	843	1,017	952	882	782	3 779	742	688	678	658	099	720	615	585	633
3 1.90	5 2.32	3 2.32	7 2.32	1 2.32	5 2.35	1 2.35	8 = 5 0.45	15 - 0.50	99:0	3 2 5 0.66	99:0	99.0	0.70	2 - 0.71		2 = = 0.75	3 = 0.80	3 = 0.85	3 = 0.95	0 = 1.00	0 1.08	5 3 1.08	5 3 6 0.80	3 3 1.01
0 375	409	370	2 485	2 398	388	5 352	5 1,486	0 1,386	868 9	968 9	1,080	6 1,012	0 938	1 831	3 828	5 789		5 720	5 700	069 0		8 654		
2.10	2.42	2.42	2.42	2.42	2.45	2.45	6 0.55	09.0 9	97.0	0.76	0 0.76	2 0.76	0.76	0.77	0.78	0.80	731 0.90	0.95	1.00	1.10	765- 1.18	1.18	621= 0.90	11.11
401	438	396	520	426	416	377	1,591	1,484	961	959	1,157	1,083	1,004	890	886	844	782	771	749	739	819	700	999	720
							0		0	0	0	0	1	1		1,000	1	1	1	1	1	1	1	
2.30	2.52	2.52	2.52	2.52	2.55	2.55	0.65	0.70	1.96	96.0	1.96	1.96	1.00	1.02	1.04	1.05	1.10	1.15	1.18	1.20	1.38	1.38	1.00	1.31
463 2.40	505 2.62	439 2.62	577 2.62	473 2.62	462 2.65	418 2.65	1,765 0.70	0.70 1,647 0.80	0.96 1,105 1.26	0.96 1,065 F.26	0.96 1,284 1.26	0.96 1,202 1.26	1,110 = 30	988 = 1.33	-984 1.35	Sy2 ■ 1.35	=)03 = 1.40	893 1.45	831 = 1.48	<b>202 = 1.50</b>	3)45 1.68	7175 31.68	767 1.20	530 1.61

-								
191	91	9	91	190	1.60	97	997	1.60
59	139	8	919	23	203	546	336	548
132	1.32	132	135	137	1.40	1.40	1.40	1.40
292	25	215	554	521	459	760	400	475
13	113	113	1.15	117	1.20	170	071	170
23	88	53	518	487	875	99	451	4
103	1.03	133	1.05	TOT	110	크	77	138
28	25	283	187	458	603	433	425	418
0.82	0.82	0.82	0.83	0.85	0.87	0.08	080	080
488	9/1	715	457	430	378	406	398	392
0.72	7/10	77.0	71.0	0.75	0.77	0.78	0.79	990
	THE TA							
\$	445	440	426	8	333	379	372	365
S3	950	950	050	93	89	001	8	1.00
920	635	83	609	25	25	¥	8	522
								200
\$	7	3	43	46	25	99	49	23
8	33	88	96	102	104	108	91	113
FMB0341C0	BR33APN	BR833APN	FBR700APVAF	BR715APRU	BR465ABPA1	BR564ACD	BR564ACD	BRS46ACNA
		101	100	NA.				

	130	N N		
BRS49	142	SS	182	474
BRS49ACN2	24.0	9.5		900
BRS43ACN	1.45	26		4664
BRSVLAPR	2.47			V 8.4
BRSZIACN	152	0.0	1.80	4 6 4
BR245DPDAC	156	61		433
BR747/565/753/929	1.60	700		373
BRSSBACNZ	160	N O	180	420
BR748APN1	166	4 10		359
BR921APN1	180	70		373
BRSSSACN	230	101		2.59
BREISACB	23.6	103		259
88433ACN	250	109		239
8R8079DPN	276	121		216
BRSS4ACB	284	123		232
BRASIACN	284	110	181	2337

In witness hereof parties h
Two Thousand and Twen

for and on behalf of RAVI INDUSTRIES LIN

Name: LAKIKODYTI

Designation : DIRECTOR
MANAGIN
ECO SOLU

WITNESSES

1.

Name: RLDKGUNAW

Designation : CHIEF EXE

-

Name: G S DE SILVA

Designation : GENERAL HR & ADM