



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය The Gazette of the Democratic Socialist Republic of Sri Lanka

අති විශේෂ EXTRAORDINARY

අංක 1862/8 – 2014 මැයි 13 වැනි අඟහරුවාදා – 2014.05.13

No. 1862/8 – TUESDAY, MAY 13, 2014

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI / 139.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer Industries (Ceylon) PLC, No. 2, 5th Lane, Rathmalana of the one part and the Commercial & Industrial Workers' Union (CIWU), No. 17, Barracks Lane, Colombo 02 of the other part on 11th day of September 2013 is hereby published in terms of Section 06 of Industrial Disputes Act, Chapter 131 of the, Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
11th April, 2014.

Collective Agreement No. 27 of 2013

Singer Industries (Ceylon) PLC Manual Workers' & Factory Supervisory Staff Collective Agreement 2013

THIS COLLECTIVE Agreement made and entered into on this Eleventh day of September two thousand and thirteen between Singer Industries (Ceylon) PLC having its registered office at No. 2, 5th lane, Rathmalana (hereinafter referred to as "the Employer") of the One Part and the Commercial and Industrial Workers Union (CIWU) being a Trade Union duly registered under the Trade Unions Ordinance, having its registered office at No. 17, Barracks Lane, Colombo 2, (hereinafter referred to as "The Union") of the other part



WITNESSETH : Now therefore for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer hereby agree as follows :-

1. **Title** : This Agreement shall be known and referred to as the "The Singer Industries (Ceylon) PLC Manual Workers' and Factory Supervisory staff Collective Agreement 2013".

2. **Parties to be Covered and Bound** .- This Agreement shall cover and bind by the Employer, the Union and all members of the Union employed by the Employer on monthly contracts in a Manual capacity and classified as skilled, semi skilled or Unskilled, in accordance with the present scheme of classifications, members of the Union Employed in the Supervisory Grades and for whom salary scales have been prescribed in the First Scheduled hereto at the Factory of the Employer at Ratmalana as at the date of signing hereof or at any time during the pendency of this Agreement.

3. **Date of Operation and Duration** .- This Agreement shall take effective from the Eleventh day of September, Two Thousand and Thirteen and thereafter continue in force unless it is terminated by either party with one month's written notice to the other provided, however, that such notice shall not be given prior to the Eleventh day of August Two Thousand & Fifteen and the Agreement shall not stand terminated until Eleventh day of September Two Thousand & Fifteen.

4. **General Terms and Conditions of Employment** .- (i) The terms and conditions of this Agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be included in all contracts of service between the Employer and an employee covered and bound by this agreement, whether such contract of service be written or oral, which are subsisting as at the date hereof or shall come into being during the continuance in force of this Agreement.

- (ii) Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favorable than those to which he would be entitled to under the agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Employer to withhold, restrict or terminate such rights or privileges.

5. **Classification of employees** .- Each employee shall be classified as either (a) Permanent (b) Probationer (c) Apprentice (d) Temporary or (e) Casual. Every eligible employee at the time of his Appointment, Confirmation or Promotion shall be given a written letter of appointment, Confirmation or Promotion, as the case may be by the Employer.

6. **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. The reasons shall be so stated before expiry of the original period of probation. During the period of probation or extended probation, the Employer shall have the right to terminate the service of the employee without notice, without prejudice to the right of the Union to dispute such termination of services if the union considers it to be unjustified. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the employer, the employee shall be deemed to be confirmed in the Employers service with effect from the day after the date on which the period of probation or extended probation as the case may be ended.

7. **Hours of Work** .- The normal working hours per day shall be 8 3/4 hours inclusive of meal interval of 3/4 hour from Monday to Friday and 5 1/2 hours exclusive of a meal interval on Saturdays. The normal working hours shall be as follows:

- (i) Monday to Friday - 7.00 a.m. to 3.45 p.m. (with a meal interval from 12.00 Noon to 12.45 p.m.)
(ii) Saturdays - 7.00 a.m. to 12.30 p.m. (there will be no interval for a meal)

The normal work schedule and meal intervals for employees on shift work may be revised in accordance with the operational requirement on implementation.

Employees shall be allowed a tea break of 15 minutes each in the morning and afternoon as follows :-

- (a) 8.00 a. m. to 8.15 a.m.
(b) 2.15 p.m. to 2.30 p.m.

Tea breaks and meals intervals will not be taken into account for purposes of computing production counts and man hours.

The normal hours of work applicable to Canteen and Conservancy Labourers shall be 6.00 a.m. to 2.45 p.m. on Monday to Friday (inclusive of a meal interval of 45 minutes) and 6.00 a.m. to 11.30 a. m. on Saturdays.

Provided however, that the Employer may effect such reasonable changes in the work schedules in case of power stoppages/ raw material shortages, urgent maintenance and other exceptional circumstances having due regard to the convenience of employees affected thereby, the employees shall comply with such changes subject to the right of the Union to raise a dispute in respect of such change in terms of Clause 32 hereof.

8. **Forfeiture of Wages.**— Where Unless for good cause shown, an Employee fails to hold himself available for work throughout the normal working hours, such employee shall forfeit and the Employer shall be entitled to deduct his wages for the period of such failure.

9. **Overtime .-**

- (a) Overtime work will be performed by an employee as and when, and for such period as the Employer may reasonably require, provided there is no good reason for refusal.
- (b) Overtime, i.e. work performed in excess of normal working hours, shall be remunerated at one and half (1 1/2) times the normal hourly rate.

10. **Weekly Holidays.-**

- 1. In respect of each week, every employee shall be allowed a holiday on the Sunday in that week as the weekly holidays, provided, however, that if any employee has not worked for a period of at least twenty eight (28) hours exclusive of any period of overtime work during that week, such employee shall be liable to forfeit and the Employer shall be entitled to deduct one days' wages in respect of the weekly holidays for that week, computed in accordance with Clause 19 hereof.
- 2. In computing the period of twenty eight (28) hours referred to in Sub - clause (1) above the Employer shall include :—
 - (a) every holiday or leave allowed by the Employer of the employee as Annual, Casual or Sick leave ;
 - (b) every Public Holiday granted by the Employer in terms of Clause 13 hereof ;
 - (c) every day's absence on any ground approved by the Employer
- 3. The Employer may employ any employee on a weekly holiday as and when and such period as the Employer may reasonably require, provided there is no good reason for refusal by such employee subject to the following conditions :—
 - (i) A day within the six days 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 19 in respect of the holiday which shall be allowed to that employee within the six (06) days of that weekly holiday, provided further that in respect of not more than two (02) such weekly holidays in any 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 19 hereof in lieu of such alternate holiday, or
 - (b) In case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the Employer shall be entitled to deduct a day's wage as aforesaid, employ that Employee on the alternate holiday.
 - (ii) That in respect of work done on such weekly holiday the Employee shall be paid as remuneration—
 - (a) one and one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 19 (i) hereof for the number of hours worked during the first eight (8) hours (exclusive of the meal intervals); and
 - (b) at double the normal hourly rate ascertained in accordance with the provisions of clause 19(i) hereof for each subsequent hour of work.

11. **Annual Leave .-**

- (1) Fourteen days Annual Leave shall be allowed to employees in each year in accordance with the present agreed practice, of which seven days shall be set off for the Annual "shut down" of the Factory. In the case of employees in the first year of their employment Annual Leave shall be allowed in accordance with the decisions of the Wages Board for the Engineering Trade.

- (2) The balance portion of the Annual leave referred in sub-Clause (1) above shall be availed of by any employee with the prior consent and approval of the Employer.
- (3) The Employer shall be entitled to effect an Annual "Shut Down" of the Factory subject to the following conditions :
 - (a) The period of the "Shut Down" shall be decided by the Employer in consultation with the Branch Union.
 - (b) The period of the "Shut Down" shall be limited to incorporate a maximum of seven working days, Unless otherwise mutually decided by the Employer and the Branch Union.
 - (c) The number of working days falling during the "shut Down" will be set off against the Annual leave of each employee. Provided however that if at the time of the "Shut Down" an employee is not entitled to Annual leave, or is not entitled to Annual leave to the extent of the number of working days covered by the period of the "shut Down", the period of the "shut Down" or the difference between such employee's entitlement and the period of the "shut Down" will be on no pay.
 - (d) It shall be a condition that the period of the "shut Down" shall be a period of compulsory attendance for tool Room employees. Other employees whose services are specifically required for maintenance work by the employer during the "shut Down" will be informed two weeks before the "shut Down".

12. *Casual Leave* . -

- (a) In respect of each year of employment, during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill health, if that employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as 'Casual Leave') with remuneration for the period or an aggregate of periods not exceeding seven (07) days and the Employer shall allow such Casual Leave and shall be liable to pay such remuneration provided, however, that not more than two (02) days' Casual Leave shall be taken at any time save and except upon the ground of ill health. Provided that any employee shall not be entitled to take Casual Leave immediately preceding or immediately following any period of Annual leave. 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 completed period of two month's service.
- (b) Casual Leave will normally be granted on application without the employee being required to state the reasons for the application. Where the Employer finds it difficult to grant an application for Casual Leave such 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.

13. *Public Holidays*. - The Employer shall allow the following holidays in each year as paid holidays : -

- (1)
 - (i) The Tamil Thai Pongal Day
 - (ii) National Day (February 4th)
 - (iii) The day immediately prior to the Sinhala and Tamil New Year day
 - (iv) The Sinhala & Tamil New year Day
 - (v) May Day (May 01st)
 - (vi) The day immediately following the Full Moon Poya Day of the Sinhala month of Vesak
 - (vii) Milad-Un-Nabi (Holy Prophet Mohamed's Birthday)
 - (viii) Christmas Day
- (2) If any holiday to which an employee is eligible under the provision of sub clause (i) hereof falls on a Sunday, a day either in 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 provision of Clause 10 hereof.
- (3) If any holiday to which an employee is eligible under the provision of subclause (i) hereof falls on a Saturday, the number of hours constituting the normal working day (inclusive of 3/4 hour for meals) on the day immediately preceding such Public Holiday shall be as on a Saturday.

14. *Full Moon poya holidays*. - Full moon Poya day will be a paid holiday for all monthly rated employees covered by this agreement. Any monthly rated employee covered by this agreement who is required to work on this day shall be remunerated at one and half (1 1/2) times the daily rate ascertained in accordance with the provision of Clause 19 (ii) hereof, irrespective of the number of hours worked during normal working hours.

15. **Sick Leave.-**

- (1) An employee shall be entitled to not less than twenty one (21) days leave exclusive of weekly or other holidays in any one year, in case of sicknesses on full pay, subject to the conditions in Sub-clause (2) hereof.
- (2) The employer will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.
 - (a) Where such period of absence exceeds two (2) days or
 - (b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a medical practitioner, is in excess of ten (10) days in any one year and the employer has reasonable cause for suspicion of the *bona fides* of the application of the employee.
 - (c) Where the absence of the employee on grounds of sickness immediately follows or precedes any holiday allowed under Clauses 11, 12 & 13 hereof.

Provided further that any employee who has abused the concession conferred para (a) above shall be liable to forfeit the same and the employer may by agreement with the Union accordingly withdraw such concessions.

- (3) An employee who takes less than twenty one (21) days sick leave in any one year as prescribed above, shall be entitled to avail himself of balance entitlement in any succeeding year or years. Provided however, that in no case shall the entitlement of sick leave on full pay in any one year by reason of such accumulation of sick leave entitlement exceed 90 days. Provided however, that such accumulated sick leave shall be availed of only for the following purposes:
 - (1). **Hospitalisation** - Only in Government hospitals and subject to production of Medical Certificate from the same hospital
 - (2). **Infectious diseases** - Subject to production of an Official Medical Certificate from the respective M.O.H., P.H.I or Panel Doctor.
 - (3). **Accidents at work** - For periods not covered by leave under the Workmen's Compensation Ordinance.
 - (4). **Other accidents** - Subject to production of Medical Certificate from the Government Hospital treating the employee or a Panel Doctor.
- (5) As a supplement to leave granted in case of TB/ Leprosy. Provided further that an employee may avail himself of the accumulated leave for aforementioned purpose before he has exhausted his Sick leave entitlement for the current year.
- (4) An employee who was in the employment of the Employer prior to the date hereof shall be entitled to accumulated Sick leave as prescribed in sub clause (3) above in respect of any period of employment under the Employer after 1st January 1979.

16. **Wages :-** The Employer shall as from the Eleventh Day of September 2013 pay wages to the employees in accordance with the scales of consolidated wages set out in the First Schedule annexed hereto.

- (i) To ascertain the monthly wage payable to an employee with effect from 11th day of September 2013 the following provisions shall apply ;
 - (a) A sum of Rs. 2,000/= will be added to the wages paid to an employee as at 11th day of September 2013.
 - (b) To the amount arrived at in terms of (a) above a sum of Rs. 15/= per each completed year of service per employee as at 11th day of September 2013. will be added.
 - (c) A sum of Rs. 300/= will be added to the Supervisory Grade for responsibility.
 - (d) Increments of all Grades will be increased by Rs.25/= and the revised increments are indicated in the First Shedule annexed hereto.

Each employees shall thereafter be placed on the corresponding point in the grade applicable to him in the scales of consolidated wages set out in the first shedule hereto. In the event of there being no corresponding point, the employee shall be placed on the next higher point on the grade applicable to him.

16. a) (i) **NOTIONAL ARREARS.**- A lump sum payment of Rs. 28,000/- as Notional Arrears would be payable one week after the signing of the Collective Agreement. Such Notional Arrears would not attract EPF/ ETF and other statutory payments.

(ii) With effect from 11th September 2014 the Employer shall increase the wages of the employees by a sum of Rs. 600/- to each employee.

Each employee shall thereafter be placed on the corresponding point in the grade applicable to him in the scales of Consolidated wages inclusive of Cost of Living Payment, set out in the first schedule hereto. In the event of there being no corresponding point, the employee shall be placed on the next higher point on the grade applicable to him.

(iii) The increases in paragraphs I and II above which applies to individual employee wages covered by this agreement and shall not be included into the salary scale in Annexure - 1 to this Collective Agreement which would remain same.

(iv) If during the continuance in force of the Agreement the government of Sri Lanka.

(01) 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 will pay such increases in wages prescribed by such written law and in terms of such written law :

(02) Recommends increases in wages, such recommendations will not be applicable to the Employer covered and bound by this Agreement, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

17. **Allowance.** -

(a) Each employee shall be paid a shift allowance as agreed in 1997 subject to revision on implementation of shift work.

(b) The employer agrees to provide the Laundry Facility by making internal arrangements for same. However, the employer may has the option of making an allowance according to the prevailing market price. The said market price will be reviewed only twice a year.

(c) An employee who is called upon to act for a Charge Hand, Quality Control Inspector, Forklift Operator, Storeman and Canteen Supervisor (only when the Canteen Supervisor is on half day's leave) shall be paid an allowance of Rs. 35/= for 08 hours.

(d) Employees shall not be entitled to any other allowances.

18. **Increments.** - Annual Increments shall be paid in January or in July of each year as specified in the Letter of Appointment of each employee. The Annual Increments provided in each grade of the scales of consolidated wages in the First Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct an increment is suspended, stopped or deferred in which case 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 the 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.

The Management may grant double increments to all employees in any Section if such Section achieves production targets, quality improvements, reduces scrap as set by the Management.

19. **Wages for periods less than one month.** - For the purpose of this Agreement the wage of any employee for periods less than one month shall be computed in the manner following;

- (i) For one hour : The monthly wage divided by two hundred and forty (240)
- (ii) For one day : The monthly wage divided by thirty (30)
- (iii) For one half-day : A day's wage ascertained as above (either morning or evening) divided by two (2)
- (iv) For one week : 1 day's wage ascertained as above multiplied by seven (7)

20. **Non Recurring cost of Living gratuity.** - With regard to the COLA, the company will continue with the present practice as stipulated in the Memorandum of understanding dated 15th November 2011, signed between the company and the Commercial and industrial Worker's Union. The Practice of the company in relation to the enhanced value of the unit cost of the Cost of Living Index, which has been granted to the employees already in September 2012 will be continued.

21. **Provident fund.** - The minimum rates of contribution to the Employee's provident fund shall be 12% by the Employer and 8% by the employee. of the employee's earnings as defined by the Employee's Provident Fund Act.

22. **Bonus :**

- (1) The Employer will pay a sum equal to one month's wages to each employee by way of Bonus each year.
- (2) If the Employer finds it necessary in his discretion to reduce the quantum of Bonus payment in respect of any year, the Branch Union in the Company may canvass the question of the reduction with the Employer. If the Branch Union is not satisfied by the response of the Employer in the matter, the Union may pursue the matter with the federation. There upon the Federation will consider the matter and advise the Employer in such manner as the Federation deems fit in the circumstances. If the Union is not satisfied in regard to the quantum of Bonus payment finally decided on by the Employer in the light of the advice given by the Federation, the Union will not pursue the matter further, by any form of Trade Union action or otherwise during the pendency of this Agreement.
- (3) Payment of a Bonus, higher than the quantum referred to in sub clause (1) above, will be at the sole discretion of the Employer and the payment of such higher Bonus shall not be the subject to any dispute.
- (4) Any employee who has ceased to be employed prior to the date of payment of the Bonus referred to herein, shall be entitled to a proportionate payment calculated upto the last completed month of service prior to the termination of his contract.

However such employee shall not be entitled to the payment of the proportionate share of the variable Bonus referred to Sub Clause (3), until such time as the variable Bonus is declared by the Management. The Management shall notify such employee the date of payment of such proportional share of the variable Bonus to his last known address.

- (5) The Employer and the Union reserve the right to review the provision of this clause in the event of profit sharing or employee participation in profits becoming compulsory by virtue of any law. Any dispute arising there from shall be dealt with, as provided in Clause (31) hereof.

23. **Promotions:** - The following shall be the principles which would guide the Employer on the question of promotions : -

- (1) Mere length of service shall not be the sole criterion for promotions and the Employer shall be entitled to take into account other factors such as efficiency, educational qualifications. Where suitability is comparable, seniority shall be given preference.
- (2) Promotions will depend on the availability of vacancies in the Higher Grades and the ability of the employees to perform the duties in the Higher Grade to the satisfaction of the Employer.
- (3) Where an employee is promoted from one grade to another in accordance with the preceding clause (1) and (2), such employee shall be placed at a wage not less than which he would have received at the next normal incremental date, had he remained in the grade from which he is promoted.

- (4) Those who are serving or had served in a particular department in which the vacancy exists, will be given preference, considering the period of such service. If no applicants are available from the department in which the vacancy has occurred applicants will be considered on the basis of (1), (2) and (3) above.

24. **Resignation.-** An employee may resign by giving notice or making payment of wages in lieu of notice, as prescribed in his letter of Appointment. An employee who resigns from his post without giving without giving the stipulated notice or payment in lieu of such notice shall be liable to reimburse the Company the amount due by way of wages in lieu of notice and such amount shall be set off from any amounts due to the employee from the Company.

25. **Transfers.-**

- (1) An employee may be transferred from one operation to another within the same department if in the opinion of the Employer, there is no other employee in such Department possessed of such skill as is required to carry out the job/ operation to which such employee is to be transferred.
- (2) If work is temporarily not available in his own job, an employee will be offered such other work as the Management may so direct within his skill.
- (3) An employee could also be transferred from one Department/ Section / Operation to another Department/ Section / Operation on the grounds listed below after stating reasons for such transfer.
- (a) On account of conduct and/ or application to work after assigning the specific reason for such a transfer.
- (b) On consideration of application made by an employee or after an employee expresses willingness to such a transfer.

26. **Warnings :-** Where the Employer is of the opinion that the conduct of an employee warrants a warning, the same shall be conveyed to the employee by a letter and a duplicate of the said letter shall be signed in acknowledgement by the employee, subject to the right of the Union to raise a dispute in terms of Clause (31) hereof.

27. **Suspension :-** Subject as hereinafter provided, an employee may be suspended without pay by the Employer :-

- (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct where such charge or charges relate to :
- (i) Fraud, theft, misappropriation or a like offence by the employee in the course of his employment ;
- (ii) Abuse, threat or gross insubordination by the employee to the Employer or to any other employee of the Employer, whether such other employee is a member of the supervisory staff or otherwise;
- (iii) In the event of, or in order to avoid, a breach of the peace or any disturbance at or about the undertaking of the Employer, or to prevent damage being caused to such undertaking as a result of the conduct of the employee, provided however that the Employer shall be entitled to suspend an employee only for so long as the employee's continuance in employment will or is likely to be undesirable or to be prejudicial to the proper investigation of the Charges or the Employer carrying on its business ;
- (b) As a punishment for misconduct for a period of not exceeding seven (07) working days, after due inquiry;
- (c) If any employee fails to carry out the Employer's written instructions.

At the time of the suspension, or within twenty four (24) hours thereof, the employer shall provided the employee with a written order of suspension specifying the reason for such suspension.

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

- (1) Irrespective of whether, an such employee has been suspended under Clause (28) or not, the employee shall be furnished with a show cause Notice which shall set out the particulars of the chargers misconduct alleged against such employee, and such show cause notice shall give the employee not less than five (05) working days in which to give the answer or explanation, to the chargers preferred.

- (2) Within five (5) working days after the date of the show Cause Notice, the employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable, the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show Cause Notice, and where such request is made by an employee to the Employer, the Employer, shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (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 emoluments and entitlement due during 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 fourteen (14) working days from the date of receipt by the Employer 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 shall be drawn from such charges.
- (6) If the employee is under suspension and the Employer after such inquiry makes orders that ;
 - (a) The employee shall not be dismissed, then the employee shall resume employment forthwith and shall, subject to Clause (27) (b) hereof, be paid all emoluments and entitlement due during the period of suspension, irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as 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 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 inquires and that the matter be therefore, referred to the police or other authorities or 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 an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) working days from the date of such suspension and to his full remuneration for the period in excess of thirty (30) working days upto 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 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.

29. **Retirement.** - The age of retirement shall be 60 years of age. An employee would also have the right to retire on reaching the age of 55 years or any time thereafter.

30. **Carrying out Employer's Instructions as to Duties.** -

- (1) If an employee considers that any duty which he is required to perform by the Employer does not fall within the scope of his employment in the Company, the employee shall be entitled to bring such matter to the notice of the Employer. If notwithstanding such notification, the Employer requires the employee to carry out such instructions, then the employee shall be entitled to request the Employer to give him such instructions in writing.

- (2) If the Employer gives the employee such instructions in writing, the employee shall carry out same but without prejudice of the right of the employee or the Branch Union or the Union on his behalf to dispute the same with the employer.
- (3) If the Employer refuses to give such instructions in writing the employee shall be entitled to refuse to carry out such instructions and in that event the Employer shall have no right of action against the employee.
- (4) If the Employer gives such instructions in writing but the employee fails to carry out the same, the Employer shall be entitled to suspend the employee immediately without pay and to take disciplinary action against him without prejudice of the right of the employee or the Branch Union or the Union on his behalf to dispute such suspension or such disciplinary action, as may be taken against the employee as provided in this Agreement.

31. **Grievance and Dispute Procedure.** - Subject to the provisions of clause 33 hereof, in the event of any dispute or grievance other than a dispute or grievance in relation to any kind of Bonus arising between an employee or employees and the Employer, or between the Union and the Employer, the following procedure shall be followed for the settlement of such dispute or in resolving such grievance :

- (a) The employee or the Branch Union representative will, in the First instance, raise the dispute or grievance with the Foreman/ Departmental Manager.
- (b) If the dispute or grievance is not satisfactorily resolved, the employee or the Branch Union representative will then represent matters to the Manager Human Resources or Assistant Manager - Human Resources in writing and the manager, Human Resources/ Assistant Manager, Human Resources will discuss the matter with the employee or the Branch Union representative and endeavor to bring about a settlement.
- (c) If no satisfactory solution is arrived at, then the issue in dispute will be discussed by the Branch Union and the Group Director - Human Resources / Factory Director/ Managing Director/ Chairman.
- (d) If the Union is not satisfied with the decision of the Employer in this matter, the Union may pursue the matter with the Employer's Federation of Ceylon, of which the Employer is a member.
- (e) Nothing contained in sub-Clause (a) to (d) will prejudice the right of the Union to take up with the Employer or with the Federation any dispute the Union may consider necessary.
- (f) In the event of a dispute or grievance not being resolved or settled under the preceding Sub-Clauses and if the Union or the Employer requests a reference of the dispute under the Section 3 (1) (d) of the Industrial Dispute Act and regulations made hereunder for settlement by arbitration, the other party shall consent to such reference.

32. **How Anomalies in the Course of Implementation under this agreement shall be dealt with.** - Any anomaly arising from the implementation of this Agreement shall be settled by negotiations between the Employer and the Union or between the Federation and the Union. and if the matter cannot be settled by negotiations, the matter shall be settled by reference to arbitration under Section 3 (1) (d) of the Industrial Disputes Act.

33. **Trade Union Action.** - The Union and its members covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute between the Employer on the one hand and the Union and its members and/or any employee or employees covered and bound by this Agreement on the other hand, whether or not such dispute is relative to this Agreement. Provided however, that this Clause shall not apply in respect of any dispute arising out of any breach by the Employer of the provisions of Clause (28), Clause (31) and Clause (34) hereof.

34. **Unfair Labour Practice .-**

- (a) Any person bound by this Agreement shall not during the currency of this Agreement instigate, support or engage in any unfair labour Practice.
- (b) The Employer will not take any action which is calculated to undermine the existence of the Union in the establishment of the Company.

35. **Variation of Terms and conditions of Employment or Benefits.-**

- (a) The Union and its members and employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not seek to vary or add to all or any of the terms

and conditions of the employment presently applicable to any of the employees covered by and bound by this agreement, or all or any of the benefits presently enjoyed by any of the employee covered and bound by this Agreement other than by mutual agreement.

- (b) Subject to the terms of this Collective Agreement, the Employer agrees that it shall not seek to vary or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement other than by mutual agreement.
- (c) Any dispute or difference arising from negotiation under the provisions of sub- clauses (a) and (b) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

36. **Union Meetings.** -

- (i) The following provisions shall apply to the meetings of the Branch Union :-

- (a) In respect of each meeting which the Branch Union desires to hold at the Company's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, inter alia one or more of the under mentioned conditions.
 - (i) That no person other than an employee in the service of the Company shall be present at the meeting of the Branch Union.
 - (ii) On occasions such as a General Meeting, Office Bearers of the Parent Union may, with the previous approval of the Employer, be present.
 - (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 Branch Union and its Office Bearers to ensure that the terms on which permission to hold a meeting of the Union were granted are duly complied with.
- (d) It shall be the duty of the Branch Union and its Office Bearers to ensure that no damage is caused in the course of or in connection with a meeting of the Branch Union to the Employer's property or any other person at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

- (ii). **Annual General Meeting.**- Members of the Branch Union will be allowed two (2) hours leave without loss of pay to attend the Annual General Meeting of the Branch Union on a week day on one day in the year provided the Employees agree to a short lunch interval of 20 minutes. On such day, the Factory will be closed at 1.20 p.m. The date of the Annual General Meeting will have to be agreed upon between Employer and the Branch Union taking into account the exigencies of the work in the Factory.

37. **Duty Leave.** - The following provisions shall apply to duty leave :-

- (a) Without prejudice to the right of the Employer to refuse to grant permission if, in its discretion, the exigencies of the circumstance warrant refusal, the Employer will generally grant permission for not less than two Office Bearers of the Branch Union :-
 - (i) To be present at discussions and conference held with the Employer or under the aegis of the Department of Labour, in connection with a dispute between the Union and the Employer, or
 - (ii) To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals; without loss of wages for such absence.
- (b) The Following provision shall apply to meetings of the Executive Committee of the Union :-
 - (i) Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal, the Employer will generally grant permission to members of the Executive Committee, of

the union, in order to attend a meeting of the Executive Committee to leave Office not earlier than 1 O'clock in the afternoon on not more than one occasion in a month without loss of salary for such absence, if applications for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the Executive Committee.

(ii) For the purpose of paragraph (i) above, the Union shall forthwith furnish the Employer, in whose service there are members of the Executive Committee of the Union, with a list of such members and keep the Employer informed of all changes therein, which may be made from time to time.

(iii) The Employer will grant Duty Leave to the Nominated Branch Union delegates to attend the Delegates Conference once in 2 years.

(c) The provision of the preceding sub-clauses (a) and (b) shall not be in derogation of any existing concessions or facilities granted by the Employer to the Branch Union regarding Union meetings.

38. *Check Off.* -

(a) This clause shall apply to the Employer so long as the Union maintains a membership of not less than forty per centum (40%) of the employees of the Employer, employed in manual and labouring capacity at the Factory at Ratmalana.

(b) The Employer shall, on the written request of an employee, deduct from the wages due to such employee the current monthly Union, dues as are specified by the employee, to be payable monthly by the employee to the Union and remit the amount so deducted to the Union in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

(c) Every employee, who agrees to the deduction of Union dues from his wages, shall sign an authorisation and forward it to the Employer.

(d) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect and forwarding the same to the Employer.

(e) As far as practicable, deductions under an authorisation shall commence from the wages due immediately after the date of receipt of such authorisation and shall continue thereafter until the authorisation is cancelled by a revocation.

(f) As far as practicable, deductions under an authorisation shall cease from the date of receipt of a revocation canceling such authorisation, provided, however :-

(i) That the Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for the failure to comply with sub - clauses (d) or (e)

(ii) That at its discretion the Employer shall be entitled not to make deductions by way of Check Off in any month in which the deductions by way of Check Off will together with all other deductions from an employee's wage in that month exceed the deductions permitted by Law.

(g) The Employer shall, not later than the Tenth day of each month remit to the Union, dues deducted from the wages of employees in the month immediately preceding, to the Treasurer of the Commercial and Industrial Worker's Union (CIWU) in accordance with the tenor of each authorisation, by a cheque payable to the Treasurer hereof, and crossed "Account payee".

(h) The cheque shall be sent at the risk of the Union and the employees concerned, by post in a pre-paid envelope addressed to the Treasurer of the Union at its address for the time being.

(i) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.

(j) The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf as aforesaid any sum other than the union dues actually deducted.

39. *Structural Changes of Organization.* - The Union and its members agree to amalgamate the WWF- A and WWF-B departments with effect from the date of the signing of this Collective Agreement.

40. **Work Arrangements - Allocation of Supervisors.** – The Management at it's discretion would allocate one or two Charge Hands in the Assembly Line Department Considering the work to be performed during overtime.

41. **Punctuality.** – The Management will initials strict disciplinary action against employees in respect of not reporting to work on time and not commencing work at 7.00 a.m. in all departments.

42. **Report For Work.** – The union and members agree that employee who would not be coming for work whole day, must inform the Guard Room before 11.00 a.m. of that particular day.

(43) **Medical payments.** – Arrangements will be made to pay Medical Claims on three (03) days of the week. i.e. Monday, Wednesday and Friday, in case of holiday falling on any of these days the payment will be made on the following working day.

(44). **Deployment of Labour.** – The Union & Branch agree to continue present practice of deployment of labour.

(45). **Definitions.** – The following words shall have the meaning set opposite to them :

EMPLOYER	:	SINGER INDUSTRIES (CEYLON) PLC
UNION	:	COMMERCIAL AND INDUSTRIAL WORKERS' UNION (CIWU)
BRANCH UNION	:	THE BRANCH UNION OF THE COMMERCIAL AND INDUSTRIAL WORKERS' UNION (CIWU) IN THE ESTABLISHMENT
FEDERATION	:	THE EMPLOYERS' FEDERATION OF CEYLON
INDUSTRIAL DISPUTES ACT	:	THE INDUSTRIAL DISPUTES ACT NO. 43 OF 1950 AS AMENDED
DISPUTE	:	A DISPUTE OR DIFFERENCE BETWEEN THE EMPLOYER AND AN EMPLOYEE OR BETWEEN THE EMPLOYER AND THE UNION ON ANY MATTER COVERED BY THIS AGREEMENT IN RELATION TO THEIR EMPLOYMENT UNDER THE EMPLOYER
WEEK	:	THE PERIOD BETWEEN MIDNIGHT ON ANY SATURDAY AND MIDNIGHT ON THE SUCCEEDING SATURDAY NIGHT
MANAGEMENT	:	THE CHAIRMAN, THE MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER, DIRECTORS AND EXECUTIVE STAFF OF THE COMPANY
PERMANENT EMPLOYEES	:	ALL EMPLOYEES WHOSE EMPLOYMENT HAS BEEN CONFIRMED UPON COMPLETION OF THEIR PROBATIONARY PERIOD
PROBATIONERS	:	PERSONS ENGAGED ON TRIAL AND WHOSE APPOINTMENT HAVE NOT YET BEEN CONFIRMED.
APPRENTICES	:	TRAINEES ENGAGED FOR A SPECIFIC PERIOD AND PURPOSE
TEMPORARY EMPLOYEE	:	A DAILY PAID EMPLOYEE RECRUITED FOR A SPECIFIC PERIOD OR JOB
CASUAL EMPLOYEE	:	A DAILY PAID EMPLOYEE RECRUITED ON A DAILY CONTRACT OF EMPLOYMENT AND WHOSE WORK IS OF A CASUAL NATURE
EMPLOYEE OR EMPLOYEES	:	EMPLOYEE/ EMPLOYEES COVERED AND BOUND BY THIS AGREEMENT

We certify that the contents of Page (One) to Page 27 (Twenty Seven) both numbers inclusive and from Clause 1 (One) to Clause 45 (Forty five) both numbers inclusive and First Schedule from Page 1 (One) to Page 4 (Four) both numbers inclusive and enumerated herein are in accordance with what was agreed upon.

In witness hereof parties have hereto set their hands hereunder at Colombo on this 11th day of September 2013.

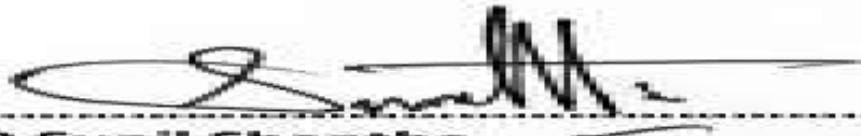
For and on behalf of Commercial
Worker's Union (CIWU)



.....
Linus Jayatilake
President
Commercial and Industrial Worker's Union



.....
H E Sirisena
Secretary - CIWU Branch Union

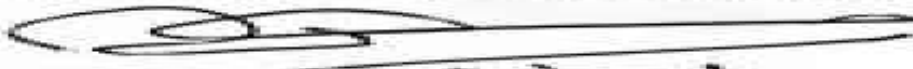


.....
K D Sunil Shantha
President - CIWU Branch Union



.....
T M Thilakarathne
Organization Secretary - CIWU Branch Union

TELECOM INDUSTRIES (CEYLON) PLC-PO



.....
FACTORY DIRECTOR

THE FIRST SCHEDULE

(01)	SERVICE EMPLOYEE	Rs. 26,637/ =	- Rs. 90/ = x 8 - Rs. 95/ = x 10 - Rs. 97/ 50 x 13	= Rs 29,574/ 50
(02)	SEMI SKILLED			
	Grade I	Rs. 26,707/ =	- Rs. 100/ = x 31	= Rs. 29,807/ =
	Grade II	Rs. 26,814/ 50	- Rs. 105/ - x 21 - Rs. 107/50 x 16	= Rs. 30,739/ 50

Employees classified as Semi Skilled Grade I shall be entitled to transfer to Semi Skilled Grade II on completion of four Annual Increments of Semi Skilled Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry

(03)	COUNTERMAN			
	Grade I	Rs. 26,707/ =	- Rs. 100/ = x 31	= Rs. 29,807/ =
	Grade II	Rs. 26,814/ 50	- Rs. 105/ = x 21 - Rs. 107/ 50 x 16	= Rs. 30,739/ 50

Countermand classified as Grade I shall be entitled to transfer to Countermand Grade II on completion of four Annual Increments Countermand Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry

(04)	SKILLED	Rs. 26,897/ =	- Rs. 110/ = x 12 - Rs. 115/ = x 19	= Rs. 30,402/ =
(05)	STOREMAN	Rs. 26,897/ =	- Rs. 110/ = x 12 - Rs. 115/ = x 19	= Rs. 30,402/ =
(06)	CHARGE HAND			
	Grade I	Rs. 27,142/ =	- Rs. 125/ = x 21	= Rs. 29,767/ =
	Grade II	Rs. 27,227/ =	- Rs. 130/ = x 30 - Rs. 132/ 50 x 7	= Rs. 32,054/ 50

Will be eligible for Grade I and II Salary Scales. Transfer to Grade II will be automatic on aching the maximum in each Grade I unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(07)	QUALITY CONTROL INSPECTORS			
	Grade I	Rs. 27,142/ =	- Rs. 125/ = x 21	= Rs. 29,767/ =
	Grade II	Rs. 27,227/ =	- Rs. 130/ = x 30 - Rs. 132/ 50 x 7	= Rs. 32,054/ 50

I. Will be restricted normally to the above mentioned Grade I Scale.

II. Hereinafter, Quality Control Inspector will be in addition to their duties act for Charge Hands as and when necessary, subject to the conditions having been met the Grade II Scale will be open to this category on reaching the Maximum of Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(08)	TOOL ROOM SPECIALISTS			
	Grade I	Rs. 27,142/ =	- Rs. 122/ 50 x 21	= Rs. 29,714/ 50
	Grade II	Rs. 27,227/ =	- Rs. 127/ 50 x 30	= Rs. 31,052/ =
	Grade III	Rs. 27,372/ =	- Rs. 130/ = x 28	= Rs. 31,012/ =

Will be eligible for Grade I, II and III Salary Scales, Transfer to Grade II & III will be automatic on reaching the maximum in each Grade irrespectively, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

16 A I කොටස: (I) පෙදිය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2014.05.13

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 13.05.2014

(09)	CHIEF COOK	Rs. 26,897/ =	- Rs. 110/ = x 12 - Rs. 115/ = x 19	= Rs. 30,402/ =
(10)	COOK	Rs. 26,707/ =	- Rs. 100/ = x 12 - Rs. 105/ = x 19	= Rs. 29,902/ =
(11)	DRIVER	Rs. 26,897/ =	- Rs. 110/ = x 12 - Rs. 115/ = x 19	= Rs. 30,402/ =
(12)	PURCHASER	Rs. 27,227/ =	- Rs. 130/ = x 22	= Rs. 30,087/ =
(13)	CANTEEN SUPERVISOR			
	Grade I	Rs. 27,142/ =	- Rs. 125/ = x 21	= Rs. 29,767/ =
	Grade II	Rs. 27,227/ =	- Rs. 130/ = x 30 - Rs. 132/ 50 x 7	= Rs. 32,054/ 50

Will be eligible for Grade I and II Salae Scales. Transfer to Grade II will be automatic on reaching the maximum of Grade I unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(14)	SENIOR QUALITY CONTROLLER			
	Grade I	Rs. 27,227/ =	- Rs. 130/ = x 22	= Rs. 30,087/ =
	Grade II	Rs. 27,372/ =	- Rs. 132/ 50 x 30	= Rs. 31,347/ =

I. Will be restricted normally to the above mentioned Grade I Scale.

II. Hereinafter, Senior quality Control Inspectors will be in addition to thier duties act for Charge Hands as and when necessary, subject to this conditions having been met the Grade II Scale will be open category on reaching the Maximum of Grade I, unless as a matter of punishment for general inefficiency or disciplinary action on account of established misconduct after due inquiry.

(15)	FOREMAN AND LEADING HAND	Rs. 28,017/ =	- Rs. 160/ = x 28	= Rs. 32,497/ =
05 - 818				

My No. : CI / 1352.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE COLLECTIVE AGREEMENT entered into between Ravi Industries Limited, 400, Deans Road, Colombo 10 of the one part and the United Tea, Rubber And Local Produce Workers' Union, No. 513-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 20th day of September 2013 is hereby published in terms of section 06 of Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
11th April, 2014.

Collective Agreement No. 24 of 2013

THIS COLLECTIVE Agreement made this Twentieth day of September Two Thousand and Thirteen to take effect from the First day of June Two Thousand and Thirteen pursuant to the Industrial Disputes Act between Ravi Industries Limited, having its registered office at No. 400, Deans Road, Colombo 10 (hereinafter referred to as "the Employer") of the One Part and The United Tea Rubber And Local Produce Workers' Union a registered Trade Union having its office at No. 513 - 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 Industries Limited Manual Workers' Collective Agreement of 2013.

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 by the Employer, the Union and all members of the Union who are employed by the Employer in a Manual or Labouring capacity on monthly contracts of employment and for whom provision has been made in the wage scales set out in Schedule 1 of this Agreement.

2. **Date of Operation and Duration.** - This Agreement shall be effective as from the First day of June, Two Thousand and Thirteen 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 Sixteen 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 or 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 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 his 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.

6. **Hours of work.** - The hours of work on a normal working day or on a shift shall be nine and one half (9 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.

7. **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.

8. **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.

- (2) Overtime work (that is work performed in excess of normal working hours) shall be remunerated at one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 16(a) hereof.

9. **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 16 (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 11 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 16(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 16(b) hereof in lieu of such alternate holiday, or
(b) In case that an 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 (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 16(a) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal); and
(b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 16(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.

10. **Annual Holidays.** - Annual holidays shall be allowed to an employee in accordance with the decisions of the relevant Wages Board 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 Matters and Bristle Fibre Export Trade.

11. **Public Holidays.** - (1) Public holidays shall be allowed to an employee in accordance with the decisions of the relevant Wages Board. 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 decisions of the aforesaid Wages Board.

- (2) If any public holiday to 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 9 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 half (5 1/2) hours and no interval for a meal shall be granted.

12. **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 entitlement to sick leave has been fully utilised, 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.

13. **Sick leave.** - In any year an employee shall be entitled to sick leave not exceeding twenty-one (21) days. Provided that:

- (a) his illness is supported by a medical certificate from a registered medical practitioner (unless waived by his Employer), and
- (b) the employee shall not be on probation within the meaning of Clause 4 hereof. Provided, however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

14. **Monthly consolidated wages in Lieu of CCPI Consolidation.** - (1) Subject to the provisions of Clause 15 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 Thirteen 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. 1,000/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Thirteen.

A sum of Rs. 1,000/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Fourteen.

A sum of Rs. 1,000/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Fifteen.

(5) 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.

(6) (a) As a matter of goodwill it is agreed that an employee, who is in employment at the date hereof shall receive an ex-gratia payment of a sum representing the amount added to the wage of each individual employee by virtue of Clause 15 (a) (i) hereof multiplied x 3.

(b) This lump sum payment by way of notional arrears 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.

14A. **Incentive payments.** - The Incentive Scheme applicable to the relevant employees with effect from First day of October Two Thowsand and Thirteen is set out in Schedule 2.

15. **Conversion to Scales of Monthly Consolidated Wages.** - (a) For the purpose of ascertaining the wage which an Employee shall receive with effect from the First day of September Two Thousand and Thirteen on the basis of scales of consolidated wages set out in the Schedule 1 hereto the following provisions subject to the provisions of clause 14 above shall apply:

- (i) All Employee shall be given an increase in wage of a sum equivalent to fifteen (15) per cent of their wages as at Thirty First day of August Two Thousand and Thirteen.
- (ii) Each employee shall thereafter be placed at the corresponding point the wage scale 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.
- (b) Provided that the Company at least achieves Rupees Fifteen Million as Profit Before Tax for the financial year 2013/ 2014 and also at least achieves Rupees Thirty Million as Profit Before Tax for the financial year 2014/ 2015, all Employees in employment as at First day of September Two Thousand and Thirteen and are in employment as at the Thirty First day of August Two Thousand and Fifteen, shall be given an increase in wage of a sum equivalent to five (5) per cent of their wages as at Thirty First day of August Two Thousand and Fifteen, with effect from first day of September Two Thousand and Fifteen.

16. **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)

17. **Annual Lump sum payment in lieu of NRCOLG.** - (1) A lump sum payment based on revenue growth would be made in April each year on the following basis.

FOB Turnover Growth (FOB Turnover for the year less FOB Turnover for the previous year/ FOB Turnover for the previous year) % x Average Basic Salary that prevailed at the beginning of the year (April) x 12 subject to a minimum as set out below and maximum payment of Rs 14, 000 per year and a maximum payment equivalent to 2 months average basic salary that prevailed at the beginning of the year. Prorated deductions will be made from employees who have registered no pay during the year.

The minimum payment to an Employee shall be a sum of -

- (a) Rs 18,000/- in April 2014
- (b) Rs 19,000/- in April 2015
- (c) Rs 20,000/- in April 2016

(2) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on this lump sum payment.

18. **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 Employee's Trust Fund Act No. 46 of 1980 where the Employer 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.

19. **Terminal Benefits.**— The Employer will pay terminal benefits to Employees in accordance with the Gratuity Act No. 12 of 1983.

20. **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 the 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.

21. **Annual Increments.**— (1) The annual increments provided in each grade of the scales of consolidated wages in Schedule I 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) Susupended, 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.

- (2) With effect from 1st September the incremental rates in Schedule 1 will be revised as follows :

Grade A	Rs. 100/-
Grade B	Rs. 75/-
Grade C	Rs. 60/-

22. **Productivity Improvement and Elimination of Waste.**— The employees agree to co-operate 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 to strive to exceed the minimum norms fixed for payment of incentives and to ensure optimum utilization of machine capacity.

23. **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.

24. **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 (1)(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 25 hereof.

25. **Disciplinary Action.**— Where the Employer proposes to proceed against an Employee then:

1. Irrespective of whether an Employee has been suspended under Clause 24 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 24(1)(c) hereof 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 an 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.

26. **Retirement.** - On reaching the age of fifty five (55) 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. Provided however, that an Employee who has retired may, in the discretion of the Employer, be employed after his retirement on a temporary basis on such terms as may be mutually agreed.

27. **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, 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.

28. Union Recognition.— The Union shall be competent to make representations on behalf of any of its members who is employed in any work - place 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 than forty per cents (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 per cents (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 work - place and the claim or matter is restricted to one type of business or one work - place 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 claim 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.

29. 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 29 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.

30. 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.

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

32. Variations of Terms and Conditions of Employment and Benefits.— (1) The Union and 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 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 25 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, and 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 the under noted 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 or the, 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 (2) 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 "Authorisation".
- (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 authorisation 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 an authorization shall cease from the date of receipt of a revocation cancelling 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 - clauses (5) or (6).
 - (b) That, at his discretion, the Employer shall be entitled not to make deductions by way of check-off in any month in which the deduction from the Employee's wages in that month exceed the deductions 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 authorisation by a cheque payable to the Treasures 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 Treasure on its behalf as aforesaid any sum other than the Union's dues actually deducted.

FORM No. I

Name of Employer : RAVI INDUSTRIES LIMITED

AUTHORIZATION

As I am an Employee covered and bound by the RAVI INDUSTRIES LIMITED COLLECTIVE AGREEMENT 2013 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 Rupees (Rs.) in respect of my current monthly membership 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 INDUSTRIES 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 & 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

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.

<i>Words</i>	<i>Meaning</i>
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 (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement
Employer	Ravi Industries Limited
Federation	Employer's 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 & 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.

WAGE SCALE

	Grade A	Grade B
1	11,140.00	10,140.00
2	11,240.00	11,140.00
3	11,340.00	11,240.00
4	11,440.00	11,340.00
5	11,540.00	11,440.00
6	11,640.00	11,540.00
7	11,740.00	11,640.00
8	11,840.00	11,740.00
9	11,940.00	11,840.00
10	12,040.00	11,940.00
11	12,140.00	12,040.00
12	12,240.00	12,140.00
13	12,340.00	12,240.00
14	12,440.00	12,340.00
15	12,540.00	12,440.00
16	12,640.00	12,540.00
17	12,740.00	12,640.00
18	12,840.00	12,740.00
19	12,940.00	12,840.00
20	13,040.00	12,940.00
21	13,140.00	13,040.00
22	13,240.00	13,140.00
23	13,340.00	13,240.00
24	13,440.00	13,340.00
25	13,540.00	13,440.00
26	13,640.00	13,540.00
27	13,740.00	13,640.00
28	13,840.00	13,740.00
29	13,940.00	13,840.00
30	14,040.00	13,940.00
31	14,140.00	14,040.00
32	14,240.00	14,140.00
33	14,340.00	14,240.00
34	14,440.00	14,340.00
35	14,540.00	14,440.00
36	14,640.00	14,540.00
37	14,740.00	14,640.00
38	14,840.00	14,740.00
39	14,940.00	14,840.00
40	15,040.00	14,940.00
41	15,140.00	15,040.00
42	15,240.00	15,140.00
43	15,340.00	15,240.00
44	15,440.00	15,340.00
45	15,540.00	15,440.00
46	15,640.00	15,540.00
47	15,740.00	15,640.00
48	15,840.00	15,740.00
49	15,940.00	15,840.00
50	16,040.00	15,940.00

		WAG
	Grade A	
51	16,140.00	1
52	16,240.00	1
53	16,340.00	1
54	16,440.00	1
55	16,540.00	1
56	16,640.00	1
57	16,740.00	1
58	16,840.00	1
59	16,940.00	1
60	17,040.00	1
61	17,140.00	1
62	17,240.00	1
63	17,340.00	1
64	17,440.00	1
65	17,540.00	1
66	17,640.00	1
67	17,740.00	1
68	17,840.00	1
69	17,940.00	1
70	18,040.00	1
71	18,140.00	1
72	18,240.00	1
73	18,340.00	1
74	18,440.00	1
75	18,540.00	1
76	18,640.00	1
77	18,740.00	1
78	18,840.00	1
79	18,940.00	1
80	19,040.00	1
81	19,140.00	1
82	19,240.00	1
83	19,340.00	1
84	19,440.00	1
85	19,540.00	1
86	19,640.00	1
87	19,740.00	1
88	19,840.00	1
89	19,940.00	1
90	20,040.00	1
91	20,140.00	1
92	20,240.00	1
93	20,340.00	1
94	20,440.00	1
95	20,540.00	1
96	20,640.00	1
97	20,740.00	1
98	20,840.00	1
99	20,940.00	1
100	21,040.00	1

W

	Grade A
101	21,140.00
102	21,240.00
103	21,340.00
104	21,440.00
105	21,540.00
106	21,640.00
107	21,740.00
108	21,840.00
109	21,940.00
110	22,040.00
111	22,140.00
112	22,240.00
113	22,340.00
114	22,440.00
115	22,540.00
116	22,640.00
117	22,740.00
118	22,840.00
119	22,940.00
120	23,040.00
121	23,140.00
122	23,240.00
123	23,340.00
124	23,440.00
125	23,540.00
126	23,640.00
127	23,740.00
128	23,840.00
129	23,940.00
130	24,040.00
131	24,140.00
132	24,240.00
133	24,340.00
134	24,440.00
135	24,540.00
136	24,640.00
137	24,740.00
138	24,840.00
139	24,940.00
140	25,040.00
141	25,140.00
142	25,240.00
143	25,340.00
144	25,440.00
145	25,540.00
146	25,640.00
147	25,740.00
148	25,840.00
149	25,940.00
150	26,040.00

		WAG
	Grade A	G
151	26,140.00	22
152	26,240.00	22
153	26,340.00	22
154	26,440.00	22
155	26,540.00	22
156	26,640.00	22
157	26,740.00	22
158	26,840.00	22
159	26,940.00	22
160	27,040.00	22
161	27,140.00	22
162	27,240.00	22
163	27,340.00	22
164	27,440.00	22
165	27,540.00	22
166	27,640.00	22
167	27,740.00	22
168	27,840.00	22
169	27,940.00	22
170	28,040.00	22
171	28,140.00	22
172	28,240.00	22
173	28,340.00	22
174	28,440.00	22
175	28,540.00	22
176	28,640.00	22
177	28,740.00	22
178	28,840.00	22
179	28,940.00	22
180	29,040.00	22
181	29,140.00	22
182	29,240.00	22
183	29,340.00	22
184	29,440.00	22
185	29,540.00	22
186	29,640.00	22
187	29,740.00	22
188	29,840.00	22
189	29,940.00	22
190	30,040.00	22
191	30,140.00	22
192	30,240.00	22
193	30,340.00	22
194	30,440.00	22
195	30,540.00	22
196	30,640.00	22
197	30,740.00	22
198	30,840.00	22
199	30,940.00	22
200	31,040.00	22

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.

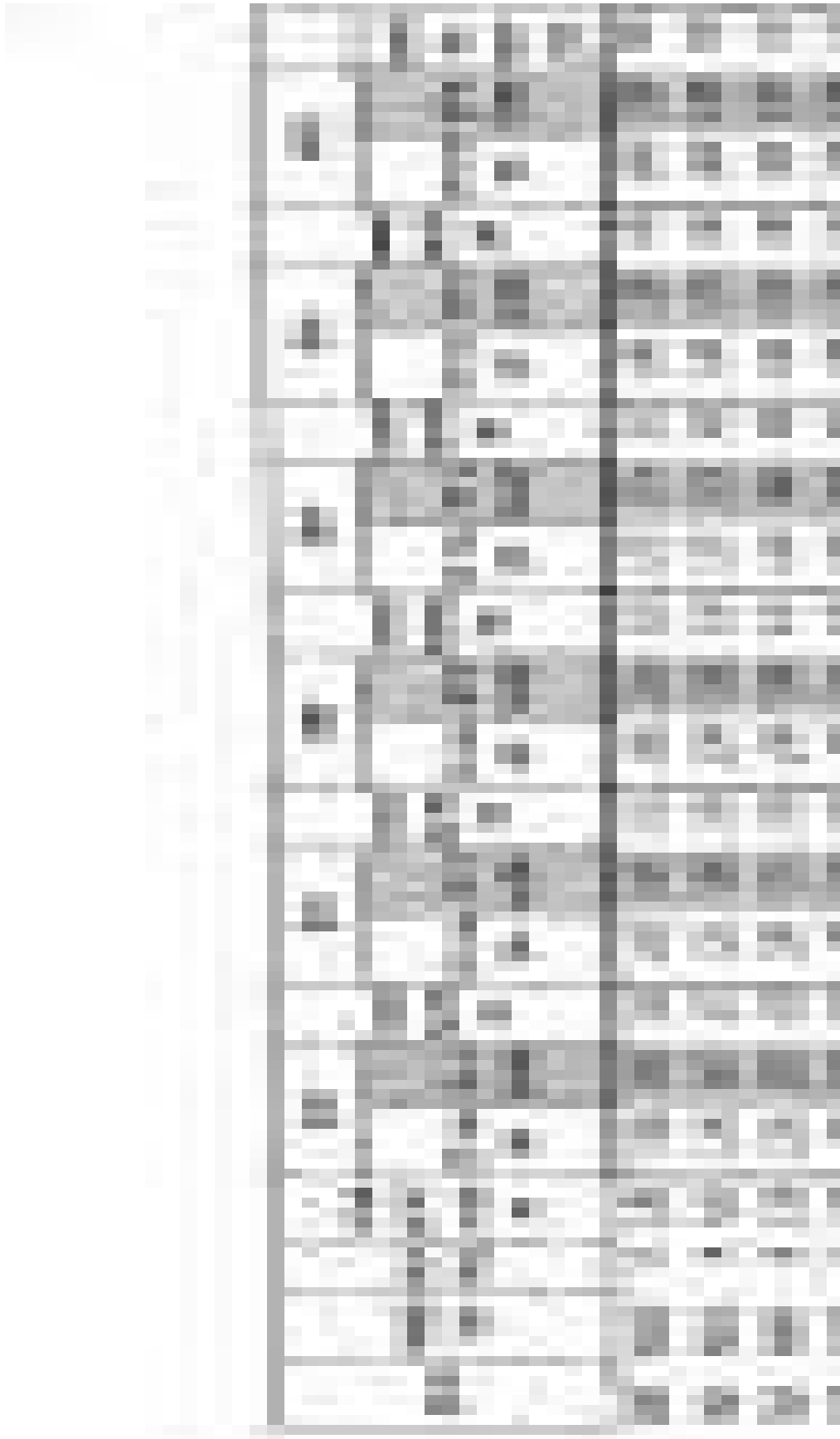
6. The incentive scheme applicable to Mechanics and Electricians is as follows :

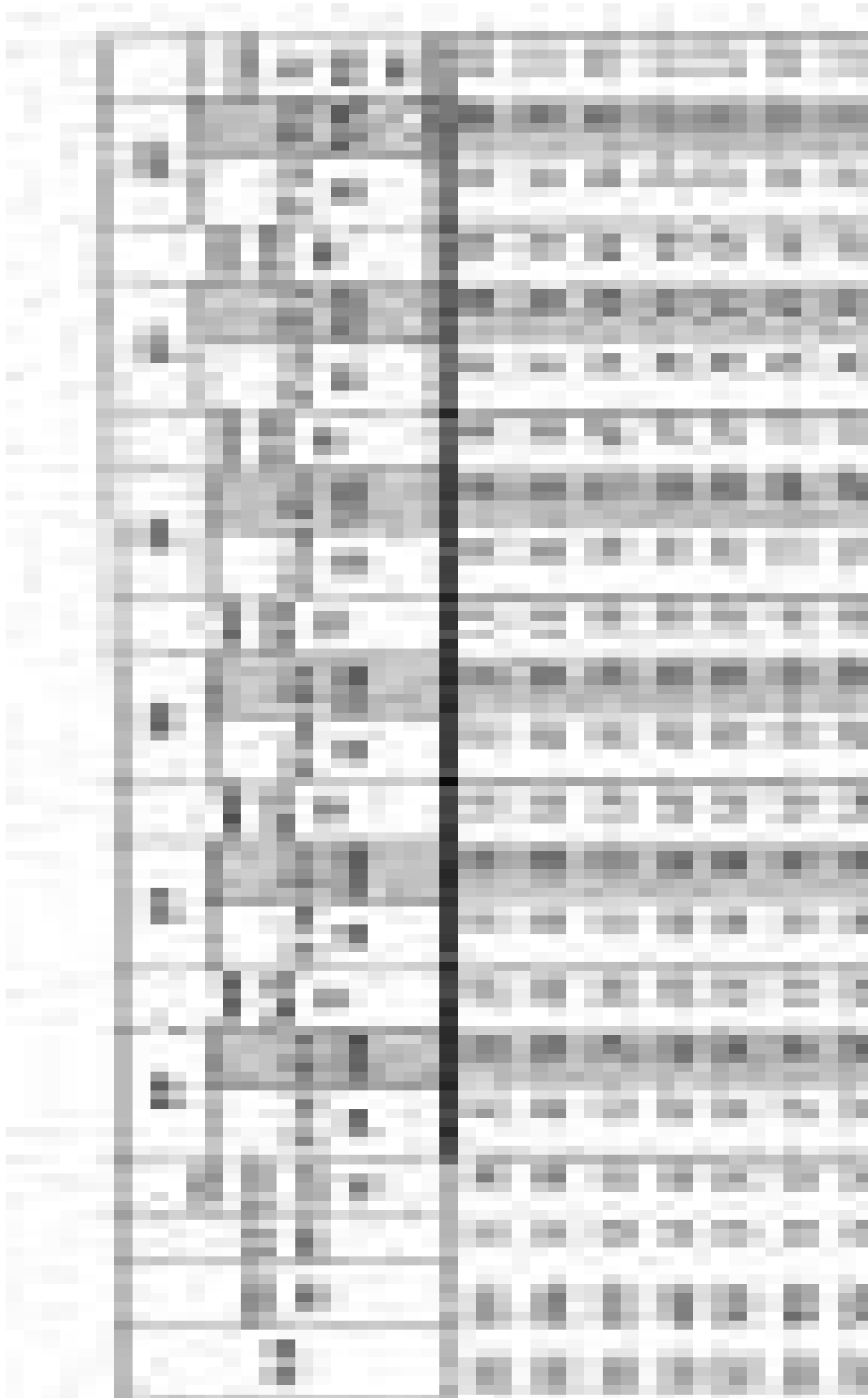
They would be entitled to a maximum of 80% of the average incentive earned by BFMO during the respective month subject to the following criteria :

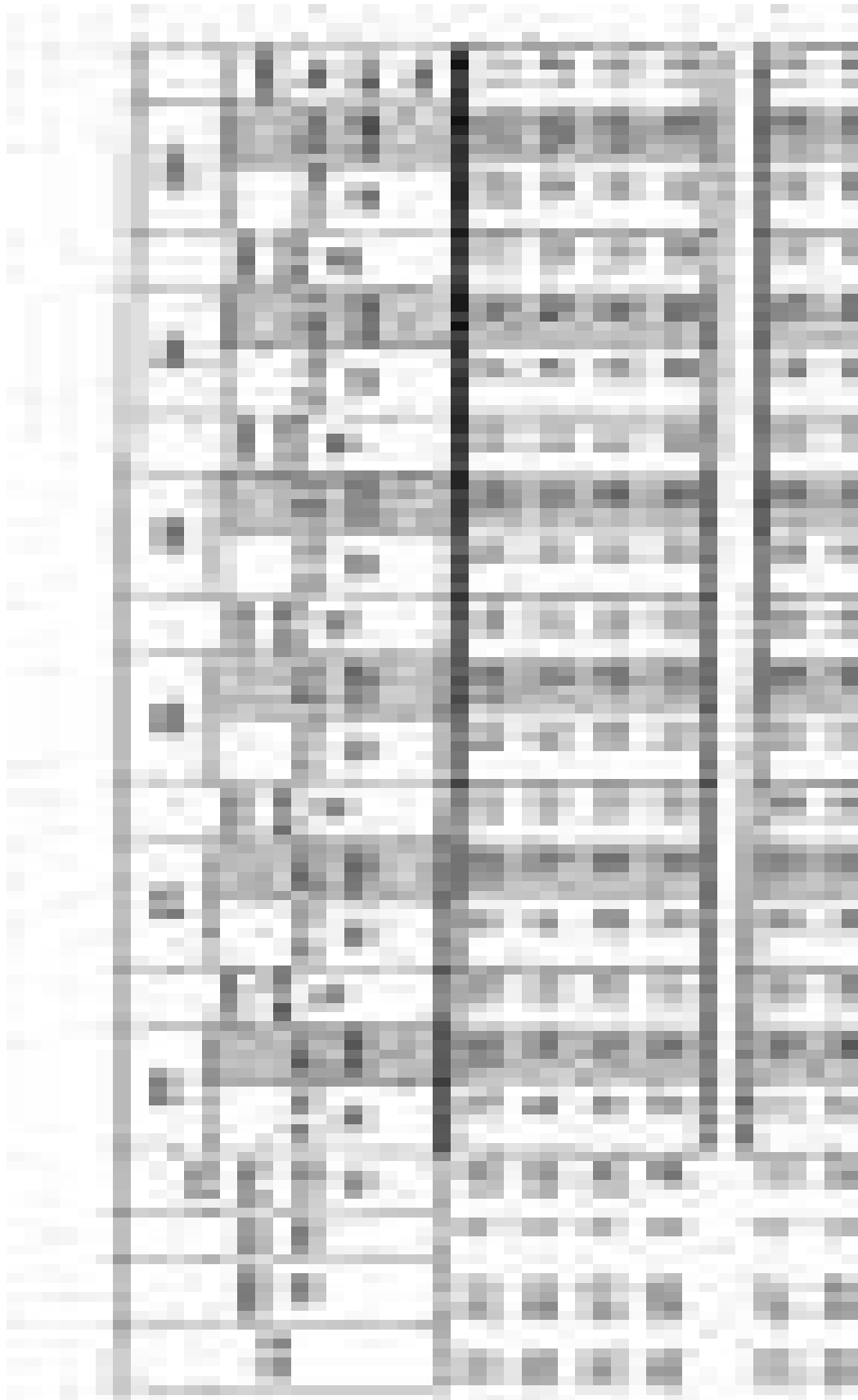
i. If Engineering availability index is below 80%	No Incentive
ii. If Engineering availability index is between 80% and 84.99%	<p>50% of average incentive earned by BFMO will be paid to Skilled employees. 75% of the amount payable to Skilled employees would be received by semi skilled employees.</p> <p style="text-align: center;">and</p> <p>60% of the amount payable to Skilled employees would be received by un skilled employees.</p>
iii. If Engineering availability index is between 85% and 89.99%	<p>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.</p> <p style="text-align: center;">and</p> <p>60% of the amount payable to Skilled employees would be received by Unskilled employees.</p>
iv. If Engineering availability index is above 90%	<p>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.</p> <p>60% of the amount payable to Skilled employees would be received by Unskilled employees.</p>

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

Up to 2.5 day approved leave during the month	25% of the average incentive earned by the Brush Filling Machine Operators
3 days approved leave during the month	20% of the average incentive earned by the Brush Filling Machine Operators
3.5 day approved leave during the month	15% 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









THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hayleys Agriculture Holdings Limited, No. 400, Deans Road, Colombo 10 of the one part and the Inter Company Employees Union, No. 12/2, Weera Mawatha, Subootheripura, Battaramulla of the other part on 1st day of November 2012 is hereby published in terms of section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
11th April, 2014.

Collective Agreement No. 32 of 2012

THIS COLLECTIVE AGREEMENT made this First day of November Two Thousand and Twelve to take effect from the First day of April Two Thousand and Twelve to pursuant to the Industrial Disputes Act between Hayleys Agriculture Holdings Limited, having its registered office at No. 400, Deans Road, Colombo 10 (hereinafter referred to as "the Employer") of the One Part and The Inter Company Employees' Union a registered Trade Union having its office at No. 12/2, Weera Mawatha, Sri Subootheripura, Battaramulla (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 Hayleys Agriculture Holdings Limited, Kottawa Factory Manual Workers' Collective Agreement of 2012.

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 all members of the Union who are employed and are working at the Factory at 168/D, Brahmanagama, Kottawa of 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 Schedules 1 and 2 of this Agreement. For employees recruited to the permanent cadre of Haychem (Pvt) Ltd after First June Two Thousand and Eight and for new employees recruited directly under the Employer, provision has been made in the Wage Scales set out in Schedule 3 of this Agreement and Clauses 15 and 19 shall not apply to such employees.

2. **Date of Operation and Duration .-** This Agreement shall be effective from the First day of April, Two Thousand and Twelve 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 First day of November Two Thousand and Fourteen 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 or during the continuance in force of this Agreement.

4. **New Employees.**— The company will be entitled to recruit employees to the permanent cadre after the date hereof and place them on a suitable point in the Wage Scale set out in Schedule 3, if required. Such new employees will not be covered by clauses 15 and 19 of this Agreement. The Wage Scale set out in Schedule 3 hereto includes the Statutory Allowances as at the date of this Agreement.

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 and the employer shall have the right to terminate the services of the Employee without notice.

6. **Attendance.**— 1. Unless otherwise specifically instructed by his Employer an Employee shall present himself for work on everyday (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 1/2) hours inclusive of a half (1/2) hour interval for a lunch and two fifteen minutes intervals for tea. (Please note that the decision to work a five day week was arrived at consequent to the Fuel Conservation Law of 1973 and the request made by the employees to continue with the same work arrangements after the repeal of the Law. Therefore, currently the employees enjoy the benefit of an additional holiday on the short working day which is - presently on Saturday).

8. **Forfeiture of Wages.**— Unless for good cause shown to the satisfaction of the Employer and 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. If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.

2. Overtime work (that is work performed in excess of normal working hours) shall be remunerated at one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 18(a) hereof.

10. **Weekly Holiday.**— (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 18 (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 the Employee as annual holiday ;

(b) every public holiday granted by the Employer in terms of Clause 12 hereof; and

(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 18(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 18(b) hereof in lieu of such alternate holiday,

OR

- (b) In case that an 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 (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 18(a) hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal); and
(b) At double the normal hourly rate ascertained in accordance with the provisions of Clause 18(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 and 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.** - An employee will be entitled to a maximum of fourteen (14) days earned annual leave in accordance with the practice of the Company.

12. **Public Holidays.** - (1) Public holidays shall be allowed to an employee in accordance with the Practice of the Company. Provided however, that an employee may be employed on a public holiday in accordance with the practice of the Company.

- (2) If any public holiday to which an employee is eligible 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 such public holidays shall be four and one half (4 1/2) 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 entitlement to sick leave has been fully utilised, 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 one 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 that 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.** -

- (1) In any year an employee Covered by the Wage Scales set out in Schedules 1 and 2 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 employee shall not be on probation within the meaning of Clause 5 hereof. Provided, however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.

2) In any year an employee recruited to the permanent cadre of Haychem (Pvt) Ltd after First June Two Thousand and Eight and for new employees recruited directly under the Employer Covered by the Wage Scales set out in Schedule 3 of this Agreement shall be entitled to sick leave not exceeding Seven (7) 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 employee shall not be on probation within the meaning of Clause 5 hereof. Provided, however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding five (05) days if he is confirmed after six (6) months' probation and Sick Leave not exceeding three (03) days if he is confirmed after nine (9) months' probation.

15. Monthly Consolidated Wages in lieu of CCPI consolidation. - (1) Subject to the provisions of Clause 16 hereof, 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 Schedules 1 and 2 hereto.

(2) The scales of consolidated wages set out in Schedules 1 and 2 hereto include the Statutory Allowances as at the date of this Agreement.

(3) The wages of employees who are in employment as at the date of this agreement and for whom provision has been made in the wage scales set out in schedules 1 and 2 of this Agreement will be revised as follows:

(a) A sum of Rs. 600/- would be added to the wages payable to each employee with effect from the First day of September Two Thousand and Twelve.

(b) A sum of Rs. 600/- would be added to the wages payable to each Employee with effect from the First day of September Two Thousand and Thirteen

(c) A sum of Rs. 600/- would be added to the wages payable to each Employee with effect from the First day of November Two Thousand and Fourteen.

(4) Employees recruited to the permanent cadre of Haychem (Pvt) Ltd after First June Two Thousand and Eight and for new employees recruited directly under the Employer, and for whom provision has been made in the Wage Scale set out in Schedule 3 hereto, shall not be covered by the provisions of this Clause and therefore would not be entitled to the aforementioned payments.

16. Conversion to Scales of Monthly Consolidated Wages. - 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.

17. Productivity Bonus Scheme. - Effective from the First day of April Two thousand and Twelve the Employer will pay a Productivity bonus in accordance with the Productivity Bonus Schemes set out in Schedules 4 and 5 of this Agreement. The norms mentioned in Schedule 4 will be the level of production to be achieved by the employees on a daily basis during normal working hours.

18. **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
(either morning or afternoon) | a day's wage ascertained as above divided by two (2) |
| (d) for one week | a day's wage ascertained as above multiplied by seven (7) |

19. **Annual lump sum payment in lieu of Non Recurring Cost of Living Gatuity .-** (1) A lump sum payment on an *ex-gratia* basis would be made to the employees for whom provision has been made in the Wage Scales set out in Schedules 1 and 2 on the following basis :

- (a) A sum of Rs. 14,000/- payable in September 2012 for the period 01st September 2011 to 31st August 2012.
 - (b) A sum of Rs. 14,000/- payable in September 2013 for the period 01st September 2012 to 31st August 2013.
 - (c) A sum of Rs. 14,000/- payable in September 2014 for the period 01st September 2013 to 31st August 2014.
- (2) No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on these *ex-gratia* payments.
- (3) Employees recruited to the permanent cadre of Haychem (Pvt) Ltd after First June 2008 and new employees recruited directly under the Employer and for whom provision has been made in the Wage Scale set out in Schedule 3 hereto, shall not be covered by the provisions of this Clause and therefore would not be entitled to the aforementioned payments.

20. **Provident Fund.**– The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.

21. **Terminal Benefits.**– The Employer will pay terminal benefits to employees in accordance with the Gratuity Act, No. 12 of 1983.

22. **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 by Haychem (pvt) Ltd. for the year immediately preceding the signing of the Agreement. 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 by Haychem (Pvt) Ltd for the year immediately preceding the signing of this Agreement 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 by Haychem (Pvt) Ltd.
- (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 by Haychem (Pvt) Ltd to employees in the year immediately preceding the signing of this Agreement 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.

23. **Annual Increments.** - 1. The annual increments provided in each grade of the scales of consolidated wages in the Schedules 1 2 and 3 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.

2. The incremental rates as stipulated in respect of the consolidated scales of wages set out in Schedule 1, 2 and 3 hereof and/ or may be revised thereafter in terms of Clause 15 (3) shall be as set out hereunder :

Schedule 1

Grade III	10 x Rs. 100/-
	10 x Rs. 105/-
	129 x Rs. 115/-

Grade II	149 x Rs. 80/-
----------	----------------

Grade I	149 x Rs. 65/-
---------	----------------

Schedule 1

Skilled	99 x Rs. 125/-
Semi - Skilled	99 x Rs. 105/-
UnSkilled	99 x Rs. 65/-

Schedule 1

Class B	149 x Rs. 105/-
Class G	149 x Rs. 65/-

Schedule 2

Grade 3	10 x Rs. 100/-
	10 x Rs. 105/-
	79 x Rs. 115/-

Grade 2 99 x Rs. 80/-

Grade 1 99 x Rs. 65/-

Schedule 3

Grade 3 10 x Rs. 100/-
10 x Rs. 105/-
79 x Rs. 115/-

Grade 2 99 x Rs. 80/-

Grade 1 99 x Rs. 65/-

3) This Agreement shall not have the effect of changing the incremental date of an Employee.

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, 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.

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 (1) (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 any 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 Five (5) clear working days in which to give the answer or explanation to the charge or charges preferred.
2. within Five (5) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer, the answer or explanation to the 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 fourteen (14) 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) hereof 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 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 and 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 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 fourteen (14) working days after the receipt of the Employee's explanation shall not be material or relevant.
 10. The Employer may, as an alternative to more serious disciplinary action, recover from an employee the cost of damage to or loss of the Employer's goods or property, or a percentage thereof, caused through the negligence of the employee as determined at a domestic inquiry or on the admission of the Employee.

27. **Retirement.**— On reaching the age of fifty five (55) 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. Provided however, that an Employee who has retired may, in 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 bound by this agreement who is employed in any work - place of the Employer in bound by this agreement 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 than 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 per cent (40%) of such Employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions 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 work - place and the claim or matter is restricted to one type of business or one work - place 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 claim 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.
- (3) If it becomes necessary to decide the question whether at the establishment of the Employer the Union is, competent to make general claims or raise general matters, the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the Employer and the Union and the parties hereto.

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 and the Employer's Federation of Ceylon 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 32 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 interests of the Union and / or its members. Provided, however, that at least seven (7) days notice in writing shall be given by the Union to the Employer the Federation and the Commissioner General of Labour before the date of commencement of any intended strike or other form of trade union action consequent / 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. **Variations 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, and application for permission shall be previously made to the Employer.
- (b) If the employer decides to grant permission, the Employer shall be entitled to impose *inter-alia*, one or more of the under noted conditions:
 - (i) That no person other than an Employee in the service of 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 persons 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 shall provide the President and the Secretary one day's duty leave per month to attend meetings at the Union Headquarters in connection with Union activities if required to do so by the Union. The employer shall be informed of such meetings at least 48 hours before the meeting and written approval should be obtained from the management.
3. The Employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course or seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays, which he wishes to utilize for the purpose.
4. The Employer shall grant a day's duty leave for the branch committee not exceeding fourteen (14) employees to attend the Annual convention of the Parent Union. However, the Employer shall be informed of such meetings at least 48 hours before the meeting and written approval should be obtained from the management.

(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 not 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 an authorization shall cease from the date of receipt of a revocation cancelling 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 : HAYLEYS AGRICULTURE HOLDINGS LIMITED

Authorization

As I am an Employee working at the factory at 168D, Brahmanagama, Kottawa, of the Employer covered and bound by the HAYLEYS AGRICULTURE HOLDINGS LIMITED COLLECTIVE AGREEMENT 2012 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 INTER COMPANY EMPLOYEES' UNION, please deduct from my wages each month a sum of Rupees (Rs.) in respect of my current monthly membership dues to the said Union and remit 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: HAYLEYS AGRICULTURE HOLDINGS LIMITED

Revocation

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of INTER COMPANY EMPLOYEES' UNION, with effect from the wages next due to me 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)

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.

<i>Words</i>	<i>Meaning</i>
Branch Union	The Branch Union at the factory at 168/D, Brahmanagama, Kottawa
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 (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement.
Employer	HAYLEYS AGRICULTURE HOLDINGS 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	Inter Company Employees' Union
Wage	The monthly wage according to the scales of wages set out in Schedule 1, 2 and 3 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.

IN WITNESS hereof parties have
Thousand and Twelve (2012) at C

for and on behalf of
**HAYLEYS AGRICULTURE
HOLDINGS LIMITED**

Name:

Designation:

WITNESS;

Name:

Designation:

**WAGE SCALES APPLICABLE TO
PRODUCTION, STORES &**

Stage	GR_I	
1	13,917.00	199 x 65.0
2	13,982.00	
3	14,047.00	
4	14,112.00	
5	14,177.00	
6	14,242.00	
7	14,307.00	
8	14,372.00	
9	14,437.00	
10	14,502.00	
11	14,567.00	
12	14,632.00	
13	14,697.00	
14	14,762.00	
15	14,827.00	
16	14,892.00	
17	14,957.00	
18	15,022.00	
19	15,087.00	
20	15,152.00	
21	15,217.00	
22	15,282.00	
23	15,347.00	
24	15,412.00	
25	15,477.00	
26	15,542.00	
27	15,607.00	
28	15,672.00	
29	15,737.00	
30	15,802.00	
31	15,867.00	
32	15,932.00	
33	15,997.00	
34	16,062.00	
35	16,127.00	
36	16,192.00	
37	16,257.00	
38	16,322.00	
39	16,387.00	
40	16,452.00	
41	16,517.00	
42	16,582.00	
43	16,647.00	
44	16,712.00	
45	16,777.00	
46	16,842.00	
47	16,907.00	
48	16,972.00	
49	17,037.00	
50	17,102.00	

WAGE SCALES APPLICABLE TO THE PRODUCTION, STORAGE AND DISTRIBUTION OF

Stage	GR_I
51	17,167.00
52	17,232.00
53	17,297.00
54	17,362.00
55	17,427.00
56	17,492.00
57	17,557.00
58	17,622.00
59	17,687.00
60	17,752.00
61	17,817.00
62	17,882.00
63	17,947.00
64	18,012.00
65	18,077.00
66	18,142.00
67	18,207.00
68	18,272.00
69	18,337.00
70	18,402.00
71	18,467.00
72	18,532.00
73	18,597.00
74	18,662.00
75	18,727.00
76	18,792.00
77	18,857.00
78	18,922.00
79	18,987.00
80	19,052.00
81	19,117.00
82	19,182.00
83	19,247.00
84	19,312.00
85	19,377.00
86	19,442.00
87	19,507.00
88	19,572.00
89	19,637.00
90	19,702.00
91	19,767.00
92	19,832.00
93	19,897.00
94	19,962.00
95	20,027.00
96	20,092.00
97	20,157.00
98	20,222.00
99	20,287.00
100	20,352.00

**WAGE SCALES APPLICABLE TO
PRODUCTION, STORES**

Stage	GR_I
101	20,417.00
102	20,482.00
103	20,547.00
104	20,612.00
105	20,677.00
106	20,742.00
107	20,807.00
108	20,872.00
109	20,937.00
110	21,002.00
111	21,067.00
112	21,132.00
113	21,197.00
114	21,262.00
115	21,327.00
116	21,392.00
117	21,457.00
118	21,522.00
119	21,587.00
120	21,652.00
121	21,717.00
122	21,782.00
123	21,847.00
124	21,912.00
125	21,977.00
126	22,042.00
127	22,107.00
128	22,172.00
129	22,237.00
130	22,302.00
131	22,367.00
132	22,432.00
133	22,497.00
134	22,562.00
135	22,627.00
136	22,692.00
137	22,757.00
138	22,822.00
139	22,887.00
140	22,952.00
141	23,017.00
142	23,082.00
143	23,147.00
144	23,212.00
145	23,277.00
146	23,342.00
147	23,407.00
148	23,472.00
149	23,537.00
150	23,602.00

WAGE SCALES APPLIC PRODUCTION, STORES

Stage	GR_I
151	23,667.00
152	23,732.00
153	23,797.00
154	23,862.00
155	23,927.00
156	23,992.00
157	24,057.00
158	24,122.00
159	24,187.00
160	24,252.00
161	24,317.00
162	24,382.00
163	24,447.00
164	24,512.00
165	24,577.00
166	24,642.00
167	24,707.00
168	24,772.00
169	24,837.00
170	24,902.00
171	24,967.00
172	25,032.00
173	25,097.00
174	25,162.00
175	25,227.00
176	25,292.00
177	25,357.00
178	25,422.00
179	25,487.00
180	25,552.00
181	25,617.00
182	25,682.00
183	25,747.00
184	25,812.00
185	25,877.00
186	25,942.00
187	26,007.00
188	26,072.00
189	26,137.00
190	26,202.00
191	26,267.00
192	26,332.00
193	26,397.00
194	26,462.00
195	26,527.00
196	26,592.00
197	26,657.00
198	26,722.00
199	26,787.00
200	26,852.00

**WAGE SCALES APPLICABLE
ENGINEERING T**

Stage	U_SK	
1	13,917.00	149 x 65.0
2	13,982.00	
3	14,047.00	
4	14,112.00	
5	14,177.00	
6	14,242.00	
7	14,307.00	
8	14,372.00	
9	14,437.00	
10	14,502.00	
11	14,567.00	
12	14,632.00	
13	14,697.00	
14	14,762.00	
15	14,827.00	
16	14,892.00	
17	14,957.00	
18	15,022.00	
19	15,087.00	
20	15,152.00	
21	15,217.00	
22	15,282.00	
23	15,347.00	
24	15,412.00	
25	15,477.00	
26	15,542.00	
27	15,607.00	
28	15,672.00	
29	15,737.00	
30	15,802.00	
31	15,867.00	
32	15,932.00	
33	15,997.00	
34	16,062.00	
35	16,127.00	
36	16,192.00	
37	16,257.00	
38	16,322.00	
39	16,387.00	
40	16,452.00	
41	16,517.00	
42	16,582.00	
43	16,647.00	
44	16,712.00	
45	16,777.00	
46	16,842.00	
47	16,907.00	
48	16,972.00	
49	17,037.00	
50	17,102.00	

**WAGE SCALES APPLI
ENGINEER**

Stage	U_SK
51	17,167.00
52	17,232.00
53	17,297.00
54	17,362.00
55	17,427.00
56	17,492.00
57	17,557.00
58	17,622.00
59	17,687.00
60	17,752.00
61	17,817.00
62	17,882.00
63	17,947.00
64	18,012.00
65	18,077.00
66	18,142.00
67	18,207.00
68	18,272.00
69	18,337.00
70	18,402.00
71	18,467.00
72	18,532.00
73	18,597.00
74	18,662.00
75	18,727.00
76	18,792.00
77	18,857.00
78	18,922.00
79	18,987.00
80	19,052.00
81	19,117.00
82	19,182.00
83	19,247.00
84	19,312.00
85	19,377.00
86	19,442.00
87	19,507.00
88	19,572.00
89	19,637.00
90	19,702.00
91	19,767.00
92	19,832.00
93	19,897.00
94	19,962.00
95	20,027.00
96	20,092.00
97	20,157.00
98	20,222.00
99	20,287.00
100	20,352.00

WAGE SCALES APPLICABLE TO ENGINEERS

Stage	U_\$K
101	20,417.00
102	20,482.00
103	20,547.00
104	20,612.00
105	20,677.00
106	20,742.00
107	20,807.00
108	20,872.00
109	20,937.00
110	21,002.00
111	21,067.00
112	21,132.00
113	21,197.00
114	21,262.00
115	21,327.00
116	21,392.00
117	21,457.00
118	21,522.00
119	21,587.00
120	21,652.00
121	21,717.00
122	21,782.00
123	21,847.00
124	21,912.00
125	21,977.00
126	22,042.00
127	22,107.00
128	22,172.00
129	22,237.00
130	22,302.00
131	22,367.00
132	22,432.00
133	22,497.00
134	22,562.00
135	22,627.00
136	22,692.00
137	22,757.00
138	22,822.00
139	22,887.00
140	22,952.00
141	23,017.00
142	23,082.00
143	23,147.00
144	23,212.00
145	23,277.00
146	23,342.00
147	23,407.00
148	23,472.00
149	23,537.00
150	23,602.00

**WAGE SCALES APPLIC
MOTOR TRANS**

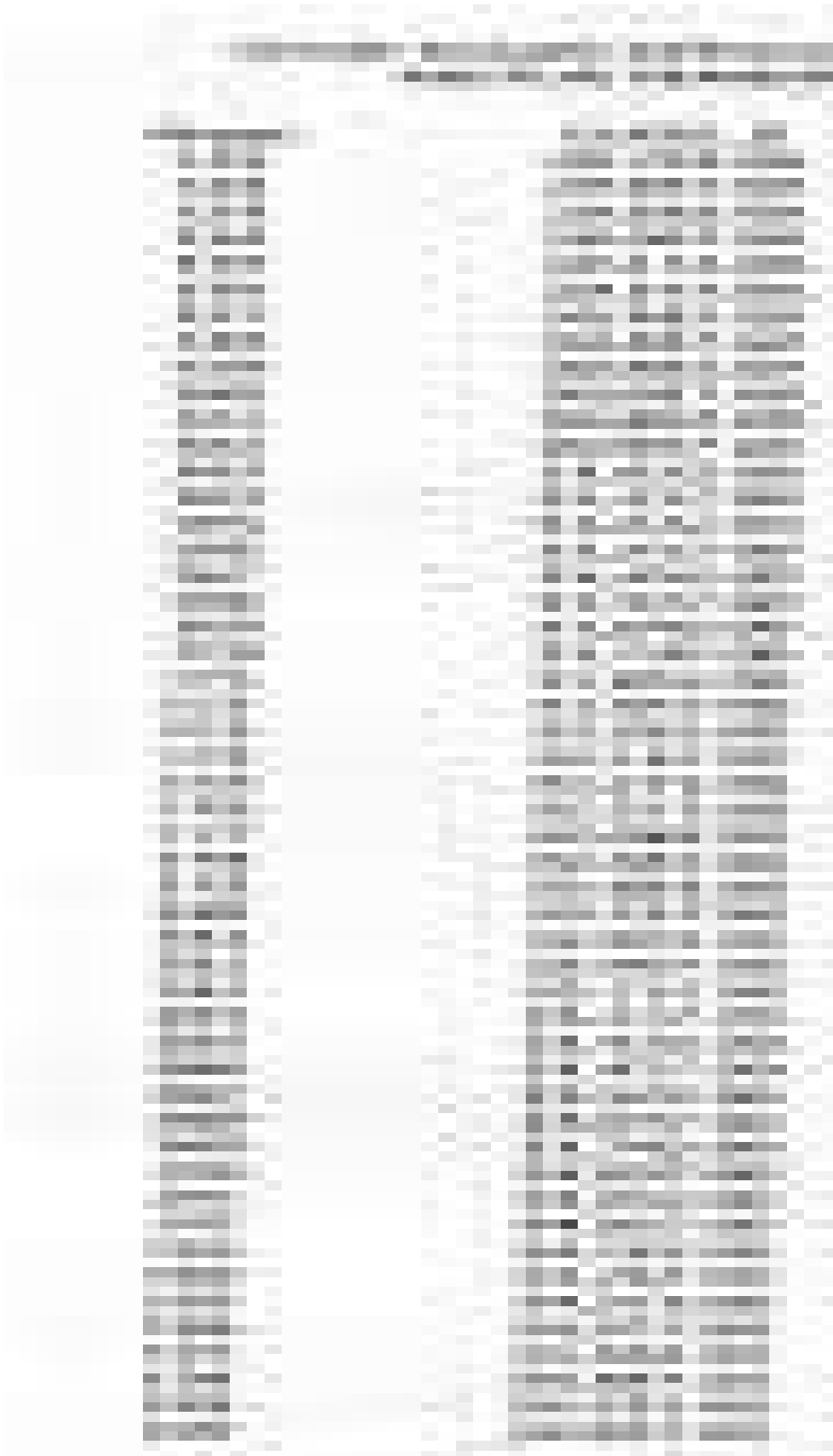
Stage	CLASS_B
1	14,002.00
2	14,107.00
3	14,212.00
4	14,317.00
5	14,422.00
6	14,527.00
7	14,632.00
8	14,737.00
9	14,842.00
10	14,947.00
11	15,052.00
12	15,157.00
13	15,262.00
14	15,367.00
15	15,472.00
16	15,577.00
17	15,682.00
18	15,787.00
19	15,892.00
20	15,997.00
21	16,102.00
22	16,207.00
23	16,312.00
24	16,417.00
25	16,522.00
26	16,627.00
27	16,732.00
28	16,837.00
29	16,942.00
30	17,047.00
31	17,152.00
32	17,257.00
33	17,362.00
34	17,467.00
35	17,572.00
36	17,677.00
37	17,782.00
38	17,887.00
39	17,992.00
40	18,097.00
41	18,202.00
42	18,307.00
43	18,412.00
44	18,517.00
45	18,622.00
46	18,727.00
47	18,832.00
48	18,937.00
49	19,042.00
50	19,147.00

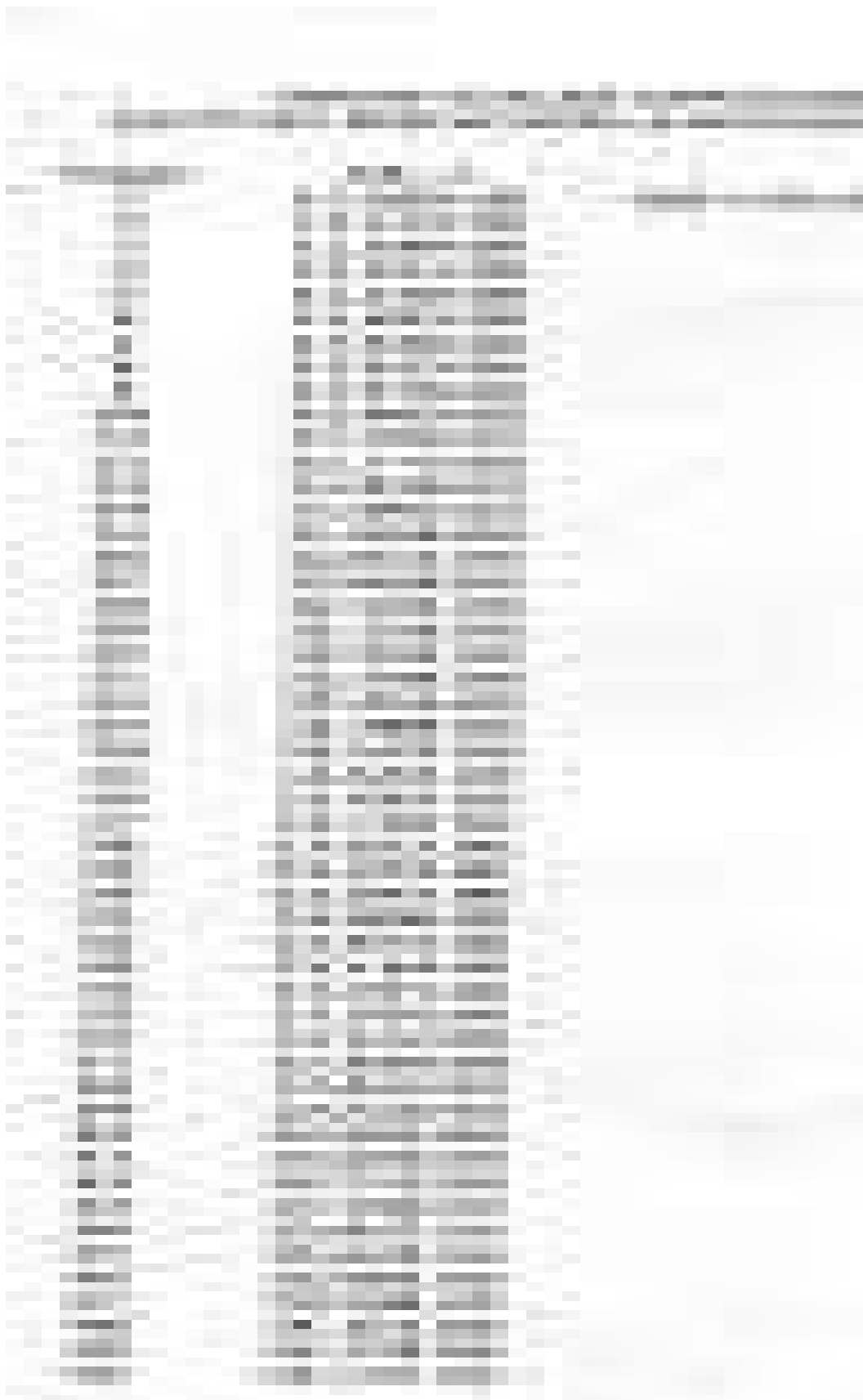
WAGE SCALES APPLICABLE TO MOTOR TRANSPORT

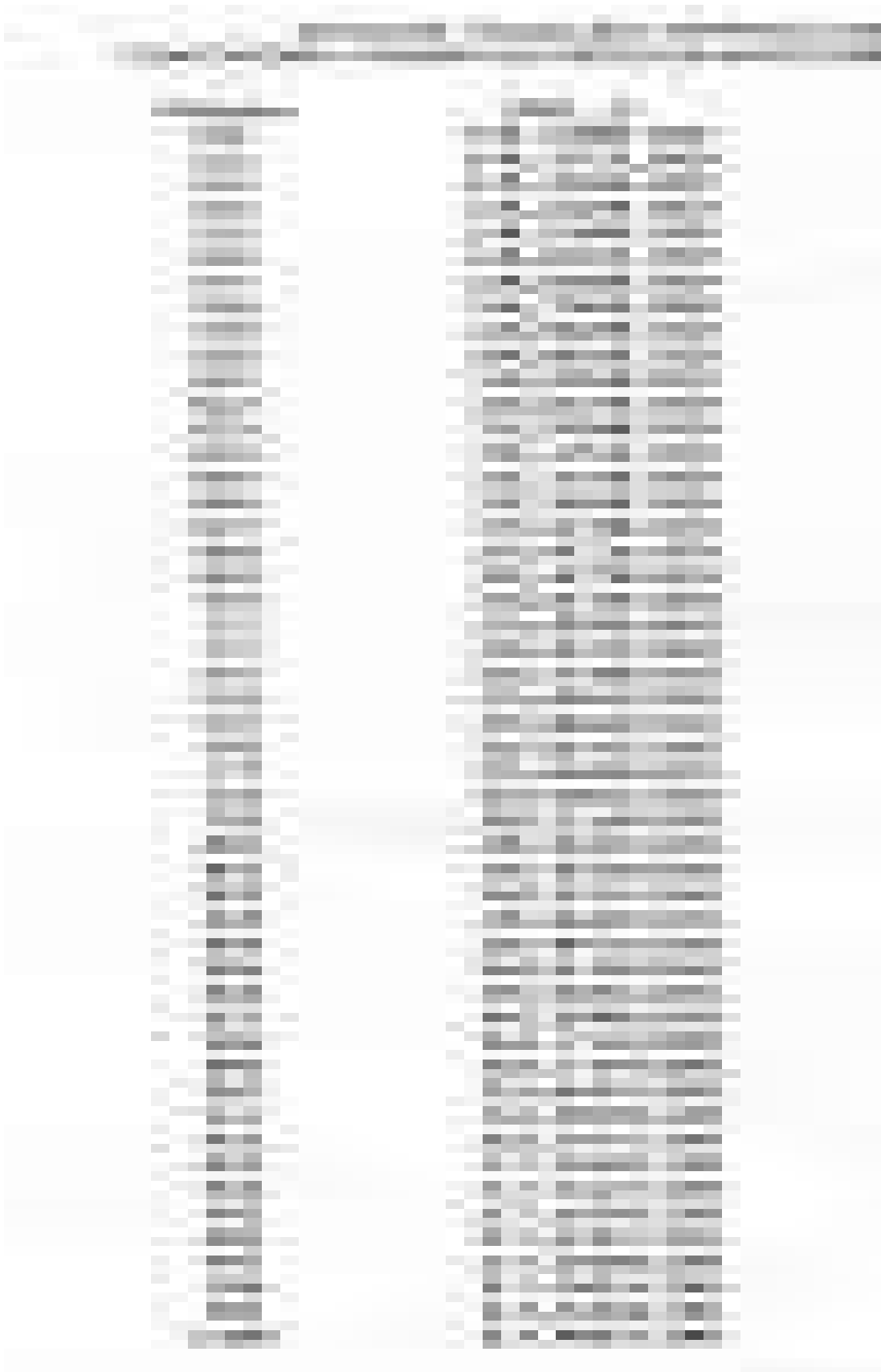
Stage	CLASS_B
51	19,252.00
52	19,357.00
53	19,462.00
54	19,567.00
55	19,672.00
56	19,777.00
57	19,882.00
58	19,987.00
59	20,092.00
60	20,197.00
61	20,302.00
62	20,407.00
63	20,512.00
64	20,617.00
65	20,722.00
66	20,827.00
67	20,932.00
68	21,037.00
69	21,142.00
70	21,247.00
71	21,352.00
72	21,457.00
73	21,562.00
74	21,667.00
75	21,772.00
76	21,877.00
77	21,982.00
78	22,087.00
79	22,192.00
80	22,297.00
81	22,402.00
82	22,507.00
83	22,612.00
84	22,717.00
85	22,822.00
86	22,927.00
87	23,032.00
88	23,137.00
89	23,242.00
90	23,347.00
91	23,452.00
92	23,557.00
93	23,662.00
94	23,767.00
95	23,872.00
96	23,977.00
97	24,082.00
98	24,187.00
99	24,292.00
100	24,397.00

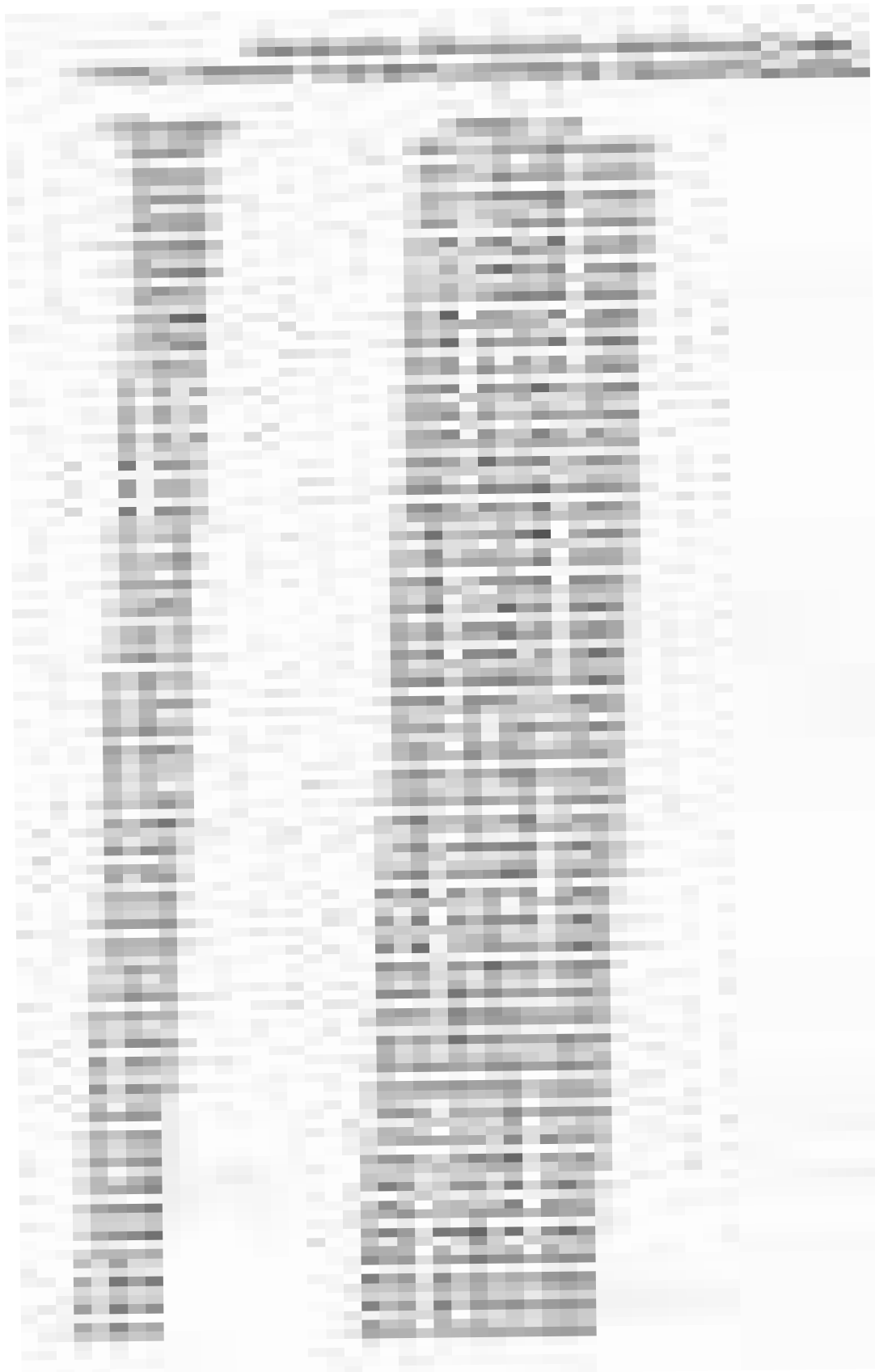
**WAGE SCALES APPLICAB
MOTOR TRANSPOR**

Stage	CLASS_B
101	24,502.00
102	24,607.00
103	24,712.00
104	24,817.00
105	24,922.00
106	25,027.00
107	25,132.00
108	25,237.00
109	25,342.00
110	25,447.00
111	25,552.00
112	25,657.00
113	25,762.00
114	25,867.00
115	25,972.00
116	26,077.00
117	26,182.00
118	26,287.00
119	26,392.00
120	26,497.00
121	26,602.00
122	26,707.00
123	26,812.00
124	26,917.00
125	27,022.00
126	27,127.00
127	27,232.00
128	27,337.00
129	27,442.00
130	27,547.00
131	27,652.00
132	27,757.00
133	27,862.00
134	27,967.00
135	28,072.00
136	28,177.00
137	28,282.00
138	28,387.00
139	28,492.00
140	28,597.00
141	28,702.00
142	28,807.00
143	28,912.00
144	29,017.00
145	29,122.00
146	29,227.00
147	29,332.00
148	29,437.00
149	29,542.00
150	29,647.00









**WAGE SCALES APPLICABLE
FACTORY EMPLOYEES (HAYCI
WITH**

Stage	GRADE 1	
1	7,500.00	99 x 65
2	7,565.00	
3	7,630.00	
4	7,695.00	
5	7,760.00	
6	7,825.00	
7	7,890.00	
8	7,955.00	
9	8,020.00	
10	8,085.00	
11	8,150.00	
12	8,215.00	
13	8,280.00	
14	8,345.00	
15	8,410.00	
16	8,475.00	
17	8,540.00	
18	8,605.00	
19	8,670.00	
20	8,735.00	
21	8,800.00	
22	8,865.00	
23	8,930.00	
24	8,995.00	
25	9,060.00	
26	9,125.00	
27	9,190.00	
28	9,255.00	
29	9,320.00	
30	9,385.00	
31	9,450.00	
32	9,515.00	
33	9,580.00	
34	9,645.00	
35	9,710.00	
36	9,775.00	
37	9,840.00	
38	9,905.00	
39	9,970.00	
40	10,035.00	
41	10,100.00	
42	10,165.00	
43	10,230.00	
44	10,295.00	
45	10,360.00	
46	10,425.00	
47	10,490.00	
48	10,555.00	
49	10,620.00	
50	10,685.00	

WAGE SCALES APPLICABLE TO FACTORY EMPLOYEES (H)

Stage	GRADE 1
51	10,750.00
52	10,815.00
53	10,880.00
54	10,945.00
55	11,010.00
56	11,075.00
57	11,140.00
58	11,205.00
59	11,270.00
60	11,335.00
61	11,400.00
62	11,465.00
63	11,530.00
64	11,595.00
65	11,660.00
66	11,725.00
67	11,790.00
68	11,855.00
69	11,920.00
70	11,985.00
71	12,050.00
72	12,115.00
73	12,180.00
74	12,245.00
75	12,310.00
76	12,375.00
77	12,440.00
78	12,505.00
79	12,570.00
80	12,635.00
81	12,700.00
82	12,765.00
83	12,830.00
84	12,895.00
85	12,960.00
86	13,025.00
87	13,090.00
88	13,155.00
89	13,220.00
90	13,285.00
91	13,350.00
92	13,415.00
93	13,480.00
94	13,545.00
95	13,610.00
96	13,675.00
97	13,740.00
98	13,805.00
99	13,870.00
100	13,935.00

CATEGORY B	TYPE OF PACK
	GLASS BOTTLE
	POLY BOTTLE
	POLY CANS (Hand Filling)
CATEGORY B	POWDER PRODUCTS

FORMULATIONS

Curaterr 5% G
Curaterr 3% G
Insecticide
Weedicide
Powder & Baits

QUALIFYING LEVEL

Pack Size	P
50 / 100ml Glass	
200ml Glass	
400 / 500ml Glass	
100ml Poly	
200ml Poly	
400 / 500ml Poly	
1.0 Ltr Poly Can	
2.0 Ltr Poly Can	
3.0 / 4.0 Ltr Poly Can	
50/100g Powder (M/F)	
200g Powder (M/F)	
500g Powder (M/F)	
1.0kg Powder (M/F)	
5 - 25g Powder H/F	
50/100g Powder (H/F)	
200g Powder (H/F)	
500g Powder (H/F)	
1.0kg Powder (H/F)	

PROD

% Productivity Level Ove	
	10
	20
	30
	40
	50
	60
	70
	80
	90
	100

My No. : CI / 1674.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Dipped Products PLC, No. 400, Deans Road, Colombo 10 of the one part and the Inter Company Employees Union, No. 12/2, Weera Mawatha, Subootheripura, Battaramulla of the other part on 24th day of December 2013 is hereby published in terms of section 06 of Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
11th April, 2014.

Collective Agreement No. 02 of 2014

THIS COLLECTIVE AGREEMENT made this Twenty Fourth day of December Two Thousand and thirteen to take effect from the First day of September Two Thousand and Thirteen pursuant to the Industrial Disputes Act between Dipped Products PLC, having its registered office at No. 400, Deans Road, Colombo 10 (hereinafter referred to as "the Employer") of the One Part and The Inter Company Employee's Union a registered Trade Union having its office at No. 12/2, Weera Mawatha, Subootheripura, Battaramulla (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 Dipped Products PLC Manual Manual Worker's Collective Agreement of 2013.

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 by 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 and for whom provision has been made in the wage scales set out in schedules 1(a), (b) and (c) of this Agreement.

2. **Date of Operation and Duration.** - This Agreement shall be effective from the First day of September, Two Thousand and Thirteen 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 31st day of August Two Thousand and Sixteen 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 or 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 and 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 his Employer an Employee shall present himself for work on everyday (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.

6. **Hours of Work.**— The hours of work 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 exclusive of intervals whether on shift or otherwise.

7. **Forfeiture of Wages.**— Unless for good cause shown to the satisfaction of the Employer and 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.

8. **Overtime.**— 1. If required by his Employer, an Employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.

2. Overtime work (that is work performed in excess of normal working hours) shall be remunerated at one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 17(a) hereof.

9. **Weekly Holidays and Short Working Day.**—

1. In respect of each week, every employee shall be allowed a holiday on a particular day of the week which shall be granted as his weekly holiday and such day may be subject to change at intervals of not less three (3) months in accordance with a roster.

2. In the case of each employee a particular day of the week either preceding or succeeding his weekly holiday referred to in clause 9(1) above shall be granted as his short working day.

Provided however, that if any employee has not worked for a period of at least twenty eight (28) hours exclusive of any period of overtime 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 hereof.

3. In computing the period of twenty eight (28) hours referred to in subclause (2) the Employer shall include—

- (a) Every holiday or leave allowed by the Employer of the employee as Annual Holiday;
- (b) Every Public Holiday granted by the Employer in terms of Clause 11 hereof ;
- (c) Every day's absence on any ground approved by the Employer

4. 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 hereof in respect of the holiday which shall be allowed to that employee within the six (06) days of that weekly holiday. Provided further, that in respect of not more than two (02) such weekly holidays in any calendar month the Employer may with the consent of the employee :—

- (a) Instead of allowing an alternate holiday within the six (06) 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 hereof, in lieu of such alternate holiday ; or
- (b) In case that employee is entitled to an alternate holiday within the six (06) 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 and employ that employee on the alternate holiday.

(ii) That in respect of work done on such weekly holiday an employee shall be paid as remuneration :

- (a) One and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 17 hereof for the number of hours worked during the first nine (9) hours (exclusive of one (1) hour for a meal) ; and
- (b) At double the normal hourly rate ascertained in accordance with the provisions of clause 17 hereof for each subsequent hour of work.

10. **Annual Holidays .** – Annual holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards.

11. **Public Holidays .** – Public holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Boards. Provided however, that an Employee may be employed on a Public holiday in accordance with the decisions of the aforesaid Wages Boards.

12. **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 entitlement to sick leave has been fully utilized, leave (hereinafter referred to as 'Casual Leave') with remuneration for the period or an aggregate of periods not exceeding seven (07) days and the Employer shall allow such Casual Leave and shall be liable to pay such remuneration provided, however, that not more than two (02) 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 reasons 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.

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

- (a) His illness is supported by a medical certificate (unless waived by his employer), issued by a registered medical practitioner approved by the Employer (other than in cases of medical certificates issued by State owned institutions) and the employer shall also be entitled to require an employee to submit prescriptions of drugs prescribed and invoices in support of the purchase of drugs relating to the illness in respect of which the medical certificate is issued.
- (b) The Employee shall not be on probation within the meaning of Clause 4 hereof. Provided however, that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months probation and Sick Leave not exceeding five (5) days if he is confirmed after nine (9) months, probation.

14. **Monthly Consolidated Wages** .- (1) Subject to the provisions of Clause 15 hereof, as from the First day of September Two Thousand and Thirteen 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 First Schedule hereto.

- (2) The scales of consolidated wages set out in First Schedule hereto include the allowances which were consolidated in terms of clause 14 of the Collective Agreement No. 18 of 1982.
- (3) This Agreement shall not have the effect of changing the incremental date of an Employee.
- (4) If during the continuance in force of this agreement the Government of Sri Lanka :
 - (a) Prescribes increase 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.

15. **Conversion to Scales of Monthly Consolidated Wages**.- For the purpose of ascertaining the wage which an Employee shall receive with effect from the First day of September Two Thousand and Thirteen on the basis of scales of consolidated wages set out in the First Schedule hereto the following provisions subject to the provisions of clause 14 above shall apply.

- (a) (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 First day of September Two Thousand and Thirteen by the addition of Rupees Two Thousand One Hundred and Fifty (Rs. 2,150/-) to the wage drawn by him on the Thirty First day of August Two Thousand and Thirteen.
- (ii) Each employee shall thereafter be placed on the corresponding point of the wage scale set out in the First Schedule.
- (b) (i) An employee who is employment as at the First day of September Two Thousand and Fourteen shall have his wage revised with effect from the First day of September Two thousand and Fourteen by the addition of Rupees Two Thousand Two Hundred and Fifty (Rs. 2, 250) to the wage drawn by him on the Thirty First day of August Two Thousand and Fourteen.
- (ii) Each employee shall thereafter be placed on the corresponding point of the wage scale set out in the First Schedule.
- (c) (i) An employee who is employment as at the First day of September Two Thousand and Fifteen shall have his wage revised with effect from the First day of September Two Thousand and Fifteen by the addition of Rupees Two Thousand Three Hundred (Rs. 2,300/-) to the wage drawn by him on the Thirty First day of August Two Thousand and Fifteen.
- (ii) Each employee shall thereafter be placed on the corresponding point of the wage scale set out in the First Schedule.

16. **Agreement Relating to Productivity improvement and Elimination of Waste**.- The Employees and the Union commit their fullest co-operation to the Employer to enhance productivity and minimize waste in all forms in the mutual interest of preserving the future of Dipped Products PLC through the programmes conducted under the Dipped Products productivity improvement schemes.

The Employees also agree to adhere to the guidelines laid down in Schedule Two hereof with regard to maintaining the highest levels of productivity in the factory.

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
(either morning or afternoon) | a day's wage ascertained as above divided by two (2) |
| (d) for one week | a day's wage ascertained as above multiplied by seven (7) |

18. **Annual Lump sum Payment in lieu of Non - Recurring Cost of Living Gratuity** .- (1) A lump sum payment on an ex-gratia basis would be made at the end of each year of this agreement on the following basis.

- (a) A sum of Rs. 12,000/- payable in September 2014 for the period from 01 September 2013 to 31 August 2014.
- (b) A sum of Rs. 12,000/- payable in September 2015 for the period from 01 September 2014 to 31 August 2015.
- (c) A sum of Rs. 12,000/- payable in September 2016 for the period from 01 September 2015 to 31 August 2016.

2. No Provident Fund, Trust Fund, Overtime or any other payment shall be due or calculated on these Ex - gratia payments.

19. **Provident Fund**.- The Employer and an Employee shall contribute to the Provident Fund at rates prescribed by the Employees' Provident Fund Act, No. 15 of 1958.

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. 18 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. 18 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 this Agreement.
- (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. 18 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 Pilgrimage/ Excursion.— The employer agrees to grant an annual pilgrimage in keeping with the following conditions which are accepted by the Union.

1. That in the previous year all operating divisions of the factory had worked on all days except the days stated below, as has been the practice followed by the company.

The holidays allowed would be -

13 April }
14 April }

Sinhala/ Tamil New Year

15 April

In the event of either the 13 or 14 falling on a weekly holiday

01 May

Wesak Day and the Day after Wesak

Poson Full Moon Day -

Two additional days for the purpose of pilgrimage (one which could be a Poya Day).

The Company will close on the 15 April if either the 13 or 14 of April does not fall on a weekly holiday and will set off one day against their leave entitlement.

- (2) With the prior approval of the Company the Branch Union will be responsible for organizing the pilgrimage/ excursion, obtaining a quotation from the PTB, making payments to the PTB accounting for the funds provided to them for hiring buses and obtaining a refund of the returnable deposit with the PTB.
- (3) Transport costs will be met by the Company at the prevailing PTB rates and the number of buses to be provided will be on the basis of the maximum rated capacity of the type of buses recommended for the route.
- (4) The duration of the pilgrimage should not exceed two (02) days and the maximum approved mileage will be three hundred and fifty (350) inclusive of dead mileage.
- (5) If the pilgrimage is organised to take place during working days the employees will work on holidays in lieu, before the scheduled dates of the pilgrimage, by prior arrangement with the management.
- (6) Each participant will receive a pilgrimage advance of Rs. 800/- a special advance of Rs. 250/- from the annual lump sum payment in lieu of NRCOLG (provided sufficient funds are available at the time) and an outright grant of Rs. 100/-
- (7) Any employee who obtains the payments of sub- clause 6 above and fails to participate in the pilgrimage would be liable to refund the full sum in the succeeding month. In addition, the company will be entitled to recover the cost of the redundant seat of the bus due to his non - participation.
- (8) Members of the immediate family of an employee will also be permitted to participate in the annual pilgrimage/ excursion. In respect of their participation, the contribution of the Company will be restricted to the cost of transport.

23. Annual Increments.— The annual increments provided in each grade of the scales of consolidated wages in the First Schedule 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.

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 be 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 (1)(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 of each of the charges in the show cause notice and the punishment, If any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and 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) hereof 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 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 an order under paragraphs (a) to (c) of the preceding sub-clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the 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.
10. The Employer may, as an alternative to more serious disciplinary action, recover from an Employee the cost of damage to or loss of the Employer's goods or property or a percentage thereof, caused through the negligence of the Employee as determined at a domestic inquiry or on the admission of the Employee.

27. **Retirement.** - On reaching the age of fifty five (55) 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. Provided however, that an Employee who has retired may, in 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 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, 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 whole, the following provisions shall apply.

- (1) When the Union is representative of not less than 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.
- (3) If it becomes necessary to decide the question whether at the establishment of the Employer the Union is, competent to make general claims or raise general matters, the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the employer and that Union and the parties hereto.

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 32 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 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, 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 classes 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. **Annual General Meeting** . - It is agreed that for the Annual General meeting of the Union the Employer will grant duty leave not exceeding four (4) hours to all employees subject to the following conditions :

- (1) The Union shall give adequate notice to the Company regarding the date on which the Annual General Meeting is to be held and the date shall be one which is acceptable to the Company.
- (2) That no person other than an employee in the service of the Employer shall be present at such meeting save and except as provided for in the following sub-paragraph.
- (3) The Parent Union office bearers shall be permitted to attend such meeting on approval being obtained for the individuals concerned for which purpose the union shall specify the names of the persons who would be representing the Union at such meeting.
- (4) The Union shall take appropriate steps to provide a skeleton staff to enable essential functions to go on while the Annual General Meeting is in session.
- (5) 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.
- (6) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of or in the connection with the Annual General meeting of the Union to the Employer's property, other employees or persons within the premises and the Union shall indemnify the Employer against such damage.

4. **Duty Leave.** - (i) The following provisions shall apply to duty leave -

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

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

OR

- (b) To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals - without loss of wages for such absence.
- (2) The Employer shall provide the President and the Secretary half day's duty leave on not more than 4 occasions per month to go to the Union Headquarters in connection with Union activities.
- (3) 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 utilise for the purpose.
- (4) The Employer shall grant a day's duty leave to twelve (12) employees to attend the annual General Meeting of the Parent Union.

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 represent 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 an authorization shall cease from the date of receipt of a revocation cancelling such authorisation, 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 - clauses (5) or (6);
 - (b) That in 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: DIPPED PRODUCTS PLC

Authorization

As I am an Employee covered and bound by the DIPPED PRODUCTS PLC COLLECTIVE AGREEMENT 2013 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 INTER COMPANY EMPLOYEES' UNION, please deduct from my wages each month a sum of Rupees (Rs.) in respect of my current monthly membership dues to the said Union and remit 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: DIPPED PRODUCTS PLC

Revocation

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of INTER COMPANY EMPLOYEES' UNION, with effect from the wages next due to me 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)

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.

<i>Words</i>	<i>Meaning</i>
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 (For convenience sometimes referred to as 'he' or its grammatical variations)	An employee covered and bound by this Agreement
Employer	Dipped Products PLC
Federation	Employer's 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	Inter Company Employees' 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

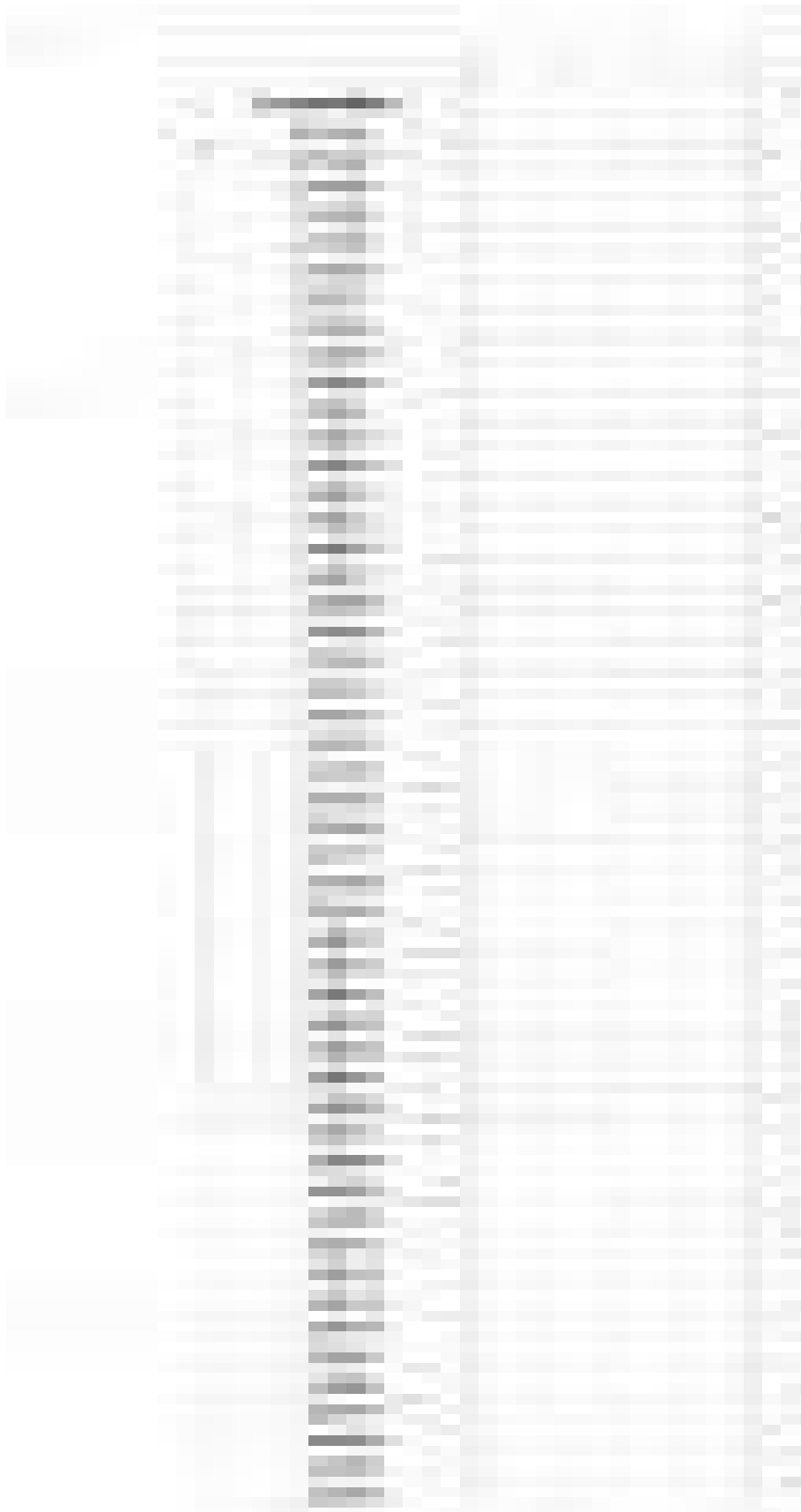
Words importing the masculine gender shall include the feminine .

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

SCALES APPLICABLE TO I		
STAGE		GR_1
1		17,087
2		17,112
3		17,137
4		17,162
5		17,187
6		17,212
7		17,237
8		17,262
9		17,287
10		17,312
11		17,337
12		17,362
13		17,387
14		17,412
15		17,437
16		17,462
17		17,487
18		17,512
19		17,537
20		17,562
21		17,587
22		17,612
23		17,637
24		17,662
25		17,687
26		17,712
27		17,737
28		17,762
29		17,787
30		17,812
31		17,837
32		17,862
33		17,887
34		17,912
35		17,937
36		17,962
37		17,987
38		18,012
39		18,037
40		18,062
41		18,087
42		18,112
43		18,137
44		18,162
45		18,187
46		18,212
47		18,237
48		18,262
49		18,287
50		18,312

STAGE		
51		18
52		18
53		18
54		18
55		18
56		18
57		18
58		18
59		18
60		18
61		18
62		18
63		18
64		18
65		18
66		18
67		18
68		18
69		18
70		18
71		18
72		18
73		18
74		18
75		18
76		18
77		18
78		18
79		18
80		18
81		18
82		18
83		18
84		18
85		18
86		18
87		18
88		18
89		18
90		18
91		18
92		18
93		18
94		18
95		18
96		18
97		18
98		18
99		18
100		18











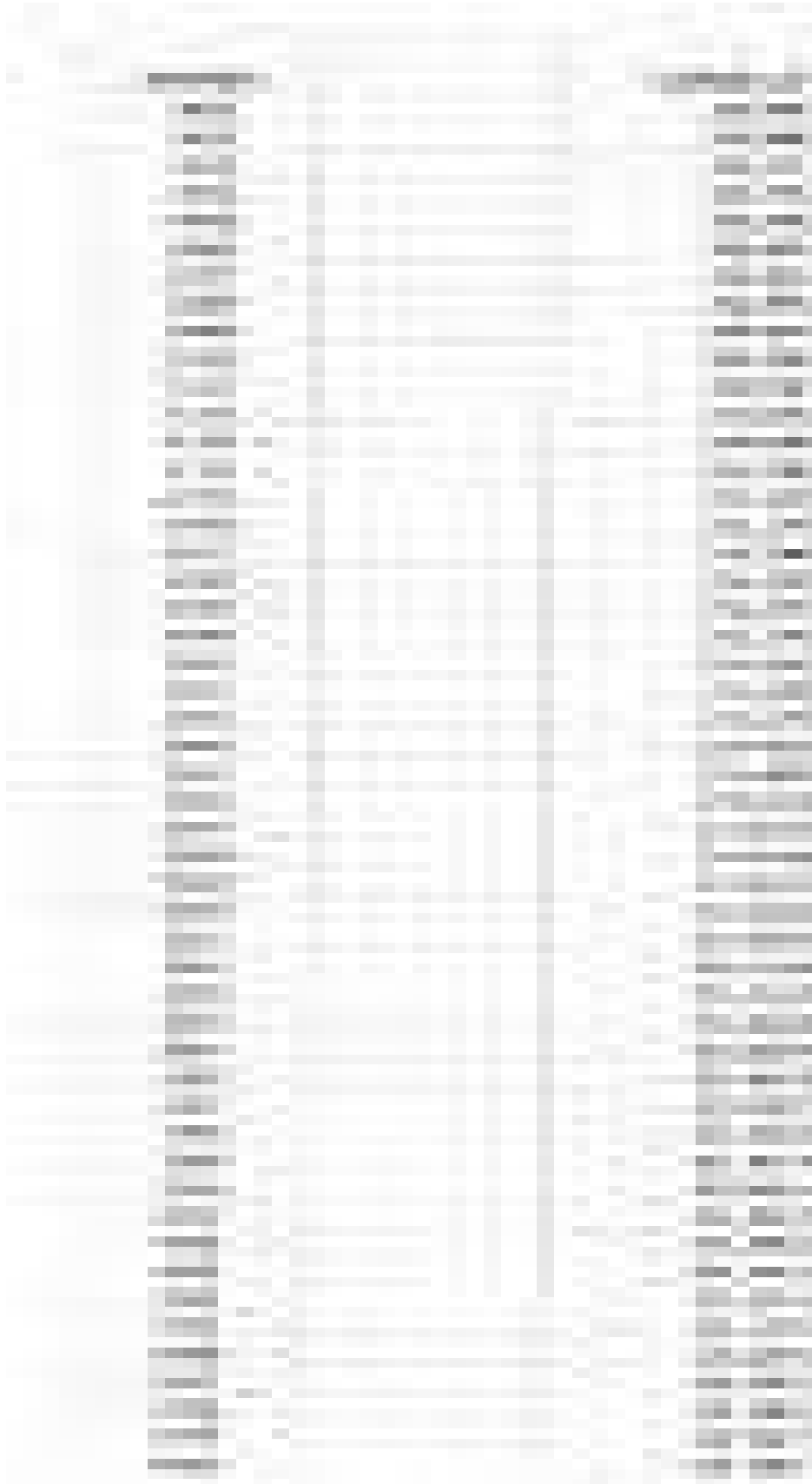












STAGE	CLAS
151	
152	
153	
154	
155	
156	
157	
158	
159	
160	
161	
162	
163	
164	
165	
166	
167	
168	
169	
170	
171	
172	
173	
174	
175	
176	
177	
178	
179	
180	
181	
182	
183	
184	
185	
186	
187	
188	
189	
190	
191	
192	
193	
194	
195	
196	
197	
198	
199	
200	

GUIDELINES FOR ENHANCED PRODUCTIVITY

I) The Union and the Employees agree to co - operate with the employer by taking the necessary initiative to ensure inter alia, the following in all departments of the factory.

- (A) Increased Production
- (B) Increased Productivity
- (C) Improved Quality
- (D) Maintain ISO Systems
- (E) Ensure Proper Housekeeping
- (F) Control and Elimination of Waste
- (G) Business Process Review
- (H) 5 'S' Projects
- (I) Total Product Maintenance

(II) The issues that will be addressed in achieving the aforementioned measures are referred to hereunder :-

1. Increase in Production

Monitor Stoppages due to.-

- (a) Breakdowns
- (b) Planned Maintenance
- (c) Unplanned Breakdowns
- (d) Monitor job completion times
- (e) Interruption to services
- (f) Delays due to shortage of compounds
- (g) Quality Problems
- (h) Bypassing
- (i) Latex Tank changes
- (j) Lack of Employees
- (k) Attendance on Poya / holidays
- (l) Bowl efficiency and Factory Efficiency
- (m) Sorting Output

2. Increase Productivity

Monitor pairs produced per man - hour

- (i) Monitor man - hours
- (ii) Programme to eliminate unnecessary hours
- (iii) Reduce Supervision Time
- (iv) Ensure first time correct
- (v) Monitor Kg per man hour

3. Improvement To Quality

- (A) Reduction of scraps and rejects
- (B) Reduce grade 2 defects
- (C) Increase grade 1 Level
- (D) Control correct specification of Centrifuged Latex
- (E) Control correct re - sorting Level
- (F) Monitor and control specification of compounds / process parameters
- (G) Monitor and control quality problems due to compounds

4. ISO Systems

Responsibility for-

- (a) Audits
- (b) Training participation
- (c) Adhere to laid down Systems
- (d) Control charts and Trend charts

5. House Keeping

Involvement of the members to create a better working environment and adhering to '5S' concept

6. Wastage

Monitor and Control

- (a) Dipping levels
- (b) Weights and thickness of gloves
- (c) Steam consumption
- (d) Compressed air consumption
- (e) Water Consumption
- (f) Flock Consumption
- (g) Compound Consumption
- (h) Chemical Consumption

(III) It is agreed that Plant B will be operated by company Employees. In the event of a vacancy in the cadre of Plant B the Union in consultation with the Management will find a suitable replacement from the permanent employees. In the event a suitable replacement cannot be found within a period of one week the management would be at liberty to engage a person of their choice.

(IV) As additional work the employees would have to take part in organized Group meetings to monitor the results.

(V) The employees agreed to the following :

- (1) Increase Plant B output by running at 70 sec. cycle
- (2) Focus attention of their members in the plants to reduce breakage of former
- (3) Further improve productivity in other departments as well and Centrifuging in particular
- (4) There will be no stoppage of plants for tea breaks
- (5) To open and maintain bank accounts and obtain all payments through the Bank including wages, bonus payments and such other payments

(VI) Whereas both parties agree that it is in the overall interest and stability of the enterprise to adhere to the guidelines set out herein, the parties shall cooperate with each other in a sense of mutual trust to adhere to the said guidelines.

