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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2067/12 – 2018 අප්‍රේල් 19 වැනි බ්‍රහස්පතින්දා – 2018.04.19

No. 2067/12 – THURSDAY, APRIL 19, 2018

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1670.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Paints and General Industries Ltd., 4th Floor, Propertex Building, 108, W. A. D. Ramanayaka Mawatha, Colombo 02 of the one part and the Inter Company Employees Union, 259/9, Sethsiri Mawatha, Koswatte, Thalangama of the other part on 7th April, 2017, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
04th April, 2018.

Collective Agreement No. 21 of 2017

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Paints and General Industries Ltd., a Company duly registered and having its registered office at 4th Floor, Propertex Building, 108, W. A. D. Ramanayaka Mawatha, Colombo 02 (hereinafter referred to as “the Employer”) and the Inter Company Employees Union a Trade Union duly registered and having its registered office at No. 259/9, Sethsiri Mawatha, Koswatte, Thalangama (hereinafter referred to as “the Union”) on this Seventh (07) day of April Two Thousand Seventeen.



Whereas the Union made certain demands of the Employer for the revision of wages and other terms and conditions of their members employed by the Employer and parties having arrived at the following terms of agreement, as set out below:

1. **Parties Covered and Bound.**— The terms of this agreement shall cover and bind the Employer, the Union and the members of the Union employed on permanent contracts of employment by the Employer in the Manual/Operative grades in the Company.

2. **Operation of Agreement.**— This Agreement shall take effect from 1st January, 2017 and, unless otherwise terminated by either party to this agreement by giving notice to the other under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that neither party to this agreement shall give notice of such termination prior to the 30th of November, 2019.

3. **Salaries.**— Employer agrees to revise the salaries of the employees for the duration of the Collective Agreement as follows:

From 1 st January, 2017	—	Rs. 1,900/-
From 1 st January, 2018	—	Rs. 1,500/-
From 1 st January, 2019	—	Rs. 1,000/-

4. **Annual Incremental Rates.**— The Scheme of granting annual increments shall remain unchanged until upto 30 years of service. Thereafter, annual increments (on performance and seniority) for employees with over 30 years of service will be made as follows:

Service	Workers	Drivers
31 - 36 years	Rs. 650/-	Rs. 775/-
37 - 42 years	Rs. 750/-	Rs. 875/-

5. **Attendance Bonus.**— Parties agree that the payment and the terms and conditions of attendance bonus scheme shall remain unchanged.

6. **Medical Reimbursement.**— The Employer agrees to increase the reimbursement of expenses incurred for treatment/ purchase of spectacles or lenses by employees as given below, with effect from 1st January, 2017:—

- (i) OPD medical treatment - Rs. 7,200/- per annum
- (ii) (a) Purchase of Spectacles - Rs. 4,000/- once-and-for-all payment
- (b) Replacement of lenses - Rs. 2,000/- once in three years

At the same time, the Union agrees to extend its fullest cooperation to prevent the misuse by employees of medical facilities obtained from the company doctor.

7. **Death Donation.**— The Employer agrees to the following in respect of death donations:

- (a) To increase the company's monthly contribution towards the death donation society contribution per employee upto Rs. 90/-
- (b) The management agrees to increase the payment to Rs. 7,000/- to the Death Donation Society for the purchase of provisions and to cover the transportation cost of the employees, in the event of a death of a family member.

8. **Long Service Award.**— Long Service Awards will be given on the following basis only at the time of retirement or resignation as a one-off payment.

15 years	-	Rs. 15,000/-	(at retirement)
20 years	-	Rs. 20,000/-	(at retirement)
25 years	-	Rs. 30,000/-	(at retirement)

9. **Hard Allowance.**— The Management agreed to pay Hard Allowance, subject to 4 days leave per month.

10. The Union, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out all its lawful activities.

11. If during the continuance in force of this Agreement the Government prescribes increases in salary by any written law, which shall be applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement.

12. The Employer, the Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, and it is also agreed that the Trade Union and the employees shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

13. Parties also agree to resolve any dispute, whether covered by this agreement or not, in the following manner:-

- (a) Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level. A written statement of the dispute shall be forwarded by the Union's branch committee to the Employer, and at least three weeks' time given for the Employer to resolve the dispute.
- (b) In the event of non-resolution of the dispute at Stage (a) above, the Employers' Federation of Ceylon shall invite the Union and its members for a discussion to resolve such dispute.
- (c) In the event of non-resolution of the dispute at Stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- (d) In the event of non-resolution of the dispute at Stage (c) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

14. **Existing Terms.**- Subject to the revisions specifically set out herein, the terms and conditions of employment of employees covered and bound by this Agreement as at 31st December, 2016 shall continue to remain in force.

In witness hereof, parties have set their hands on this Seventh (07) day of April, Two Thousand and Seventeen, at Rajagiriya.

For and on behalf of:
Paints and General Industries Ltd.


For and on behalf of:
Inter Company Employees' Union


Malith Rabel

General Manager (Facti

Witnesses:

1. 
Khama P. Jayawardana
Manager - Personnel

2. 
T.P. Jagoda
Manager - SSHE