

## ශී ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ ගැසට් පතුය සහ විශේෂ

# The Gazette of the Democratic Socialist Republic of Sri Lanka

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(Published by Authority)

## PART I: SECTION (I) — GENERAL

#### **Government Notifications**

*My No.* : CI/1819.

#### THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE Collective Agreement entered into between Associated Ceat (Pvt) Limited, Nungamugoda, Kelaniya the one part and the Inter Company Employees' Union, No. 12/2, Weera Mawatha, Suboothipura, Battaramulla of the other part on 09th day of January 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,

27th March, 2013.

#### Collective Agreement No. 09 of 2012

#### COLLECTIVE AGREEMENT

Collective Agreement entered into between Associated Ceat (Pvt) Limited, a Company duly registered in Sri Lanka and having its registered office at Nungamugoda, Kelaniya, (hereinafter referred to as "The Employer" or "The Company" as the case may be) and Inter Company Employees' Union, a

Trade Union duly registered in Sri Lanka and having its office at No. 12/2, Weera Mawatha, Suboothipura Battaramulla, (hereinafter referred to as "The Union") on this 09th day of January Two Thousand and Twelve.

WHEREAS, the Union by its letter dated 22nd March 2011 submitted certain demands in respect of their members employed in the factory of the said Employer, situated at Nagoda in Kalutara, parties have, after negotiations, agreed on the following terms as a full and final settlement.

#### 1. Parties Covered and Bound

The provisions of this Agreement shall apply to the Employer, the Union and Members of the Union engaged on permanent contracts of employment in the factory of the Employer. The provisions of this Agreement shall not apply to trainees.

#### 2. Salaries

With effect from 1st Januray 2012, the salaries of the employees covered and bound by this Agreement will be increased in the following manner. The following revisions will be strictly subject to achieving the production norms and efficiency parameters set out in schedule (i) hereof.

i. With effect from 01st January 2012, a sum of Rs. 2,500/- will be added to the basic salary paid to each employee as at December 2011.

- 2A
  - ii. With effect from 1st January 2013, the basic salary of each employee will be further revised by a sum of Rs. 2,400/-.
  - iii. With effect from 1st January 2014, a further increase of Rs. 2,250/- will be made to the basic salary of each employee.

In addition, as a matter of good will, the Employer will make an ex gratia payment of Rs. 5000/- to the employees. The ex gratia payment will be made in the month of February/March 2012. This ex gratia payment will not constitute a part of an Employee's salary for any purposes such as overtime, shift allowance, bonus or such like, except for Provident Fund and Trust Fund contributions.

Employees who are confirmed in employment during the year would be entitled to the immediately succeeding increase in salary only on a pro rata basis.

## 3. If During the Continuance in Force of this Agreement the Government of Sri Lanka

- i. Prescribes in any year, increases in salary/and or any allowances by any written law applicable to categories of employees covered by this Agreement, the Employer shall be entitled to take credit for the salary increases granted to an employee in respect of such year in terms of Clause 2 hereof and determine the increase, if any, that is to be granted to an employee accordingly.
- ii. Recommends increases in salaries/and or any allowances, such recommendations will not be applicable to the Employer regardless of whether or not such recommendation is applicable to the categories of employees covered by this Agreement.

#### 4. Meal Allowance

The Employer will increase the meal allowance up to Rs. 65/- per day for every day on which such employee reports for work. This meal allowance will be calculated on a daily basis and paid at the end of the month effective 1 st January 2012.

#### 5. Annual Increments

Unless otherwise decided on disciplinary grounds in terms of this Agreement, an employee shall be entitled to an annual increment in the month of April each year in terms of the salary scale applicable to each employee, subject to the performance evaluation of each employee. The annual increment will be increased to Rs. 175/- with effect from 01st April 2012.

#### 6. Probation

Each employee recruited to the permanent cadre of the Company will be required to serve a minimum period of six months' probation during which the Employer will assess the suitability for confirmation through an evaluation process and written/practical test on skills and competence. The Employer reserves the right to extend the period of probation

of any employee. During the period of probation or extended period of probation, where applicable, the Employer shall have the right to terminate such probationary employment without any notice.

#### 7. Bonus

Provided the Company registers a profit, the employees will be paid a bonus in respect of each year in keeping with the existing practice. The payment will be made in two instalments, as follows:—

- (a) Advance payment in December subject to half yearly performance and profits made as at 30th September in relation to that year.
- (b) Final payment in April of the following year, subject to the previous year's performance.

The quantum of bonus payable will be decided by the Employer. No bonus will be declared in case the Company registers a loss in respect of any year.

#### 8. Hours of work and Overtime

Subject to changes due to exigencies of work, the normal working hours during the continuance in force of this Agreement shall be those that are worked by the employees as at present, *i.e.* three shifts per day on 7 days of the week. The employees shall work reasonable overtime, as and when required by the Employer for which the employee shall be paid overtime as stipulated by law. The Company will arrange for a meal to be given to every employee, who is required to work more than six hours overtime beyond normal working hours. It is compulsory for the employees in the Engineering Division to report for work on Sundays, Poya days and Statutory holidays. (as per the roster or special programme) The employees of the Production Division will be required to report for work as and when called for on the days mentioned above. Any employee, who may be unable to report for work, when required on any of the days mentioned above, should inform the relevant Head of the Department, in writing at least 48 hours in advance, setting out the reasons for such inability. The Head of the relevant Department may accept or reject such a request by an employee taking into consideration the exigencies of business and the reasons cited by the employee. The decision taken by the Manager concerned in respect of such a request shall be binding on the worker concerned.

#### 9. Shift Allowance

The Employer agrees to pay a shift allowance to employees engaged in the second and third shifts, *i.e.* from 2.00 p. m. to 10.00 p. m. and from 10.00 p. m. to 6.00 a. m. respectively, calculated at the rate of 15% of the employee's daily basic wage in respect of each shift worked. The daily basic wage for this purpose will be ascertained by dividing the monthly salary by 30.

#### 10. Production Allowance

The Employer will continue to pay to employees the production allowance/bonus, calculated at Rs. 20/- per day for building operators and at Rs. 16/- per day for all other employees, provided the employees achieve production norms and efficiency parameters in respect of each shift on any given day as set out in Schedule (i) hereof. Employees who fail to achieve any production norms other than in a situation of machine breakdown or non-availability of raw material for reasons exclusively within the control of the management, shall forfeit this allowance/bonus, apart from any other action the Employer may initiate as considered necessary.

#### 11. Production Bonus

In addition to the production allowance/bonus scheme set out in clause 10 above, the Company will revise the existing production bonus scheme on the following basis to take effect from 01st January 2012.

- \* If the monthly ticket is not sufficient to achieve the monthly average target of 21.5 metric tons per day, this scheme will not be applicable for such months.
- \* To be eligible for the payment under this production bonus scheme, the Company should achieve a minimum average of 21.5 metric tons per day as per the available working days for that particular month. If the planed working days are not covered due to any reason or unavoidable circumstances, the average production tonnage will be calculated as per the planed working days.
- \* The payment for the production bonus will be calculated on a daily basis as per the production bonus scheme. If the production tonnage in any particular day is below 21.5 metric tons, the said amount will be taken for the calculation on monthly average basis.
- \* The Company does not hold any liability for machine breakdown, material shortages, power failure, lack of semi products, lack of supply of material from the Kelaniya/Kalutara or any other out side plant/s, absenteeism or any other reason which will have an impact on achieving the monthly average target.
- \* The Company does not agree to extend the working hours of employees or to introduce any other systems to achieve the average target which will have a negative impact and/or financial implications for the Company.
- \* Any scrap/defect tyres if produced will not be accounted under this production bonus scheme and the employees are required to maintain the highest quality of product as per the specifications.

- \* With the introduction of new technology, machinery, curing pressers and increase of manpower, the monthly average and daily average production targets will also be proportionately increased and a new production bonus scheme will be introduced.
- \* The company has the sole discretion to withdraw, modify, amend or introduce on an intermittent basis the bonus scheme according to situations that may require such changes. This will be communicated to the employees at least two days prior to such action.
- \* If an employee absents himself from work for more than 5 days in a month due to any reason either by way of utilizing his leave entitlement, suspension on disciplinary grounds or any other reason whatsoever, such employee will not be eligible for the production bonus for the relevant month.
- \* The production bonus will be paid along with the salary for that particular month and the production bonus will not be considered for Employees Provident Fund (EPF), Employees Trust Fund (ETF), Gratuity or any other statutory payments or allowances such as bonus, advances, overtime payments, etc.

The payment will be calculated as follows –

	Production bonus
An Average of 21.5 metric tons and above per day for a month	Rs. 500/-
An Average of 22.5 metric tons and above per day for a month	Rs. 750/-
An Average of 23.5 metric tons and above per day for a month	Rs. 1,500/-
An Average of 24.5 metric tons and above per day for a month	Rs. 2,000/-
An Average of 25.5 metric tons and above per day for a month	Rs. 3,000/-

- \* The payment under the production bonus scheme will be subject to the number of days present at work. If an employee is absent from work due to any reason, the payment will be made on a pro rata basis.
- Eg: The number of days planed in the month 25
  Daily average of production per month 23.5 MT
  Production bonus entitlement per month Rs. 1,500/No. of days present for work 20
  Production bonus per month -Rs. 1,500/25 X 20 days
  Rs. 1,200/-

#### 12. Production Norms

It is agereed between parties that the production norms and efficiency parameters in the factory shall be in accordance with Schedule (i) hereof and the employees shall maintain such norms efficiency parameters in their day - to - day work. The norms and efficiency parameters shall be subject to change in the event of the introduction of new machinery/technology, upgrading of existing machinery/technology or work processes geared towards improving production in the factory. The employees will strive towards controlling scrap and rejects and work towards the overall improvement of product quality. Any change in the pattern or design of the production, according to market/customer requirements, will not change the norms and efficiency parameters agreed under this paragraph.

In the event of introduction of new machineries/technology, and in the event that the union and the management fails to agree at a reasonable out put norm within 3 months from the date of commissioning/installation/implementation, the company has the sole discretion to conduct a time and motion study/work study with the involvement of the union. Both management and union hereby agree to abide by the results/recommendations of such time and motion study/work study. The time and motion study/work study will be carried out by a professional body in Sri Lanka. The union will whole heartedly and completely cooperate to make such studies complete and successful.

As agreed already by the parties at the meeting held on 04th January 2012, a time and motion study/work study in relation to tyre building machine 59 J, will commence within 3 months from 1st January 2012 and parties agree to abide by the results/recommendation of the said time and motion study/work study.

#### 13. Work Assignments

Employees should be willing and ready to work on any machine in the factory to which they may be assigned from time to time for which the Employer shall provide adequate training wherever necessary.

#### 14. Annual Picnic

The Company agrees to grant a sum of Rs. 1,500/- per employee for 2 days on account of the annual picnic. The payment would be made by the Company upon the Union submitting a list signed by employees, indicating their desire to participate in the picnic. The Company will also provide suitable and adequate transport. The annual picnic shall not exceed two days duration and shall be organized by the Union. If due to operational exigencies of the business, it is agreed by both parties to have a one day picnic, the Company will grant a sum of Rs. 1000/- per employee. If a one day picnic is arranged it should be either on a statutory holiday or a Poya day.

The picnic shall be arranged to include a Sunday if it 's a two-day picnic. Any week day or a Sunday on which the factory functions, if affected, should be covered either through Poya days or Statutory Holidays. The Union and employees undertake to conduct themselves in an appropriate manner during the picnic and refrain from tarnishing the image

of the Company. The Company will be entitled to take disciplinary action upon inquiry against any employee or employees who resort to acts of indiscipline during the picnic. The Union undertakes to submit to the management, an accurate detailed account of the expenses of the annual picnic.

#### 15. Leave

Employees shall be entitled to a maximum of 14 days' annual leave in accordance with the provisions of the respective Wages Boards Decision applicable to the trade. In addition to annual leave, employees will be entitled to seven days' casual leave subject to the condition that absence on account of sickness in excess of two days should be supported by a Medical Certificate from a registered Medical Practitioner and whatever rules pertaining to leave in the Company.

#### 16. Disciplinary Action

Where the Employer proposes to proceed against an employee on disciplinary grounds, the following procedure will be adopted.

- (a) A show cause notice setting out the misconduct alleged against the employee will be furnished to the employee regardless of whether the employee is suspended or not.
- (b) The employee shall be required to submit a written explanation to the show - cause letter within five clear working days. The employee may, if he so requires, seek an extension of time to submit his explanation and the Employer may, at its discretion, grant such an extension of time as being required.
- (c) The Employer shall conduct a domestic inquiry into the alleged misconduct on receipt of the employee's written explanation.
- (d) The employee shall be informed, in writing, the findings of the inquiry and any punishment that has been imposed after the conclusion of the domestic inquiry.
- (e) The Employer shall not be required to conduct a domestic inquiry in terms of sub - clause c} above, where the employee has admitted the act of misconduct alleged against him or where the employee shall only be warned in respect of an act of misconduct.
- (f) The services of an employee may be suspended without pay by the Employer pending disciplinary action or by way of punishment upon the findings of a domestic inquiry.
- (g) In the event of an employee being suspended without pay and the Employer is unable to conclude the domestic inquiry within a period of three months from the date of suspension, other than for reasons beyond the control of the Employer, the employee shall, pending the finalisation of the inquiry, be entitled to receive half month's wages in respect of each months in excess of such three months.

#### 17. Variation of Terms and Conditions

During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter or change any of the terms and conditions contained herein and/or terms and conditions or other benefits which are applicable to employees as at the date of signing this Agreement, other than by way of mutual agreement between parties.

#### 18. Disputes Settlement Procedure

- (a) In the event of any dispute that shall arise between parties during the continuance in force of this Agreement, the Branch of the Union in the Employer's Establishment shall raise such dispute with the factory Management of the Employer and parties shall take all reasonable efforts to resolve such disputes amicably.
- (b) If no settlement of the dispute can be reached between parties, the Branch of the Union may request the Union to raise the matter in dispute with the Employer and/or with the Employers' Federation of Ceylon and the Union, the Employer and the Federation shall thereafter take all reasonable possible steps to resolve the dispute.
- (c) Failing a settlement of the dispute as provided in the preceding sub-clause, the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

#### 19. Trade Union Action

The employees and the Union agree that they shall not, during the continuance in force of this Agreement, resort to Trade Union action of any from in respect of any dispute that may arise between parties which is covered by this agreement. Any such dispute may be settled in the manner provided herein. The employees and the union further agree that in relation to any dispute which is not covered by this collective agreement, if arise, they shall not resort to any form of trade union action without having followed the dispute settlement procedure set out herein and in the event of any trade union action thereafter, they shall give at least 14 days notice of such trade union action to the Employer.

#### 20. Safety Instruction/Shoes

All employees should follow the safety instructions and safeguards. The Company will provide three T shirts, three pairs of trousers and one pair of safety shoes to each workman, every year as uniform. Failure to wear uniforms/safety shoes/ safety gear while on duty will result in disciplinary action being taken against such employees.

#### 21. Year 5 Scholarship Award

Annually, five children of the permanent employees will be awarded a sum of Rs. 12,500/- each during the month of December of that particular year, in recognition of their achievements. The Awards will be made to the five best students at the Year 5 Scholarship Examination. The Employee should submit a written request with an application and related documents before the month of December. Selection process will be done by an independent Committee consisting of management and the representatives of the Uniion.

#### 22. Housing Loans Through External Banks

To facilitate an employee's request for a housing loan through an external Bank, on the request of a permanent employee, the Company will issue salary particulars and other certification for such purpose. Any instructions for remittance of the monthly installments from the monthly salary of an employee, the Company will make such deductions subject to the applicable laws and only in relation to the following Banks :-

- (a) Sabaragamuwa Development Bank
- (b) Co-operative Rural Bank
- (c) National Savings Bank

#### 23. Date of Operation and Duration

Subject to the payment of salaries in accordance with Clause 2 above, this Agreement shall take effect from the date hereof and shall remain in force unless terminated by either party, in writing with three months' notice to the other, subject to the condition that neither party shall give such notice prior to 30th September 2014 and this Agreement shall not stand terminated prior to the 31st day of December 2014.

In witness hereof the parties have hereunto set their hands on this 9th day of January Two Thousand and Twelve.

For and on behalf of Associated Ceat (Pvt) Ltd.

Theringold

For and on behalf of **Inter Company Employees** union

Name: N. C. Venvgopal Name : ඩබ්. ඒ. සෝමදාස

Designation: MD & ceo Designation : පරිපාලන ලේකම්

Witnesses:

1. Name: Nishantha Liyanage 1. Name: B. W. S. කුමාර

Deputy General Manager

Designation: HR Designation : ශාඛා සභාපති

2. Name : C. J. තොටගමුව 2. Name: Vajira Ellepola

Designation: ADG/EFC Designation : ශාඛා ලේකම්

6A I කොටස : (I) ඡෙදය - ශී ලංකා පුජාතාන්තුික සමාජවාදී ජනරජයේ අතිවිශෙෂ ගැසට් පතුය - 2013.04.22 Part I : Sec. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 22.04.2013

Productivity Increase Agreed by union - 2012/2014 ACPL Plant - Kalutara - Schedule 01

Dept.	Activity Area	Actual Plies	Remarks	100% Possible Target		Agreed Norms 2012-2014	Existing Man Power	Proposed Man Power	Productivity increase	Deptwise/ Category wise Productivity Increase	Plant Produc- tivity increase
3 W Building	4.00-8 FM/AR	4	Two builders	114	96	101	6.7	6.7	5.21	5.21	
	6.00 - 14	6	One builder	70	58	58			0.00		
	6.50-14 (8/10) PR	6	One builder	70	51	53			3.92		
	6.00-16 (8) SMT	6	One builder	68	48	50			4.17		
	6.50-16 (8) PR	6	One builder	68	47	49			4.26		
	7.00-15 (10/12) PR	4	One builder	68	41	42			2.44		
	7.00-15 (10/12) PR	6	One builder	64	41	42			2.44		
స్టా	7.00-16 (10/12) PR	4	One builder	68	41	42			2.44		
Light Truck Building	7.00-16 (10/12) PR	6	One builder	64	41	42			2.44		
Bui	7.00-16 (10) T2001	4	One builder	68	41	42	9.3	9.3	2.44	2.62	
nck.	7.00-16 (10) T2001	6	One builder	64	41	42			2.44		
t Tr	7.50-15 (10/12) PR	4	One builder	66	39	40			2.56		
Ligh	7.50-15 (12/14) PR	6	One builder	62	39	40	Γ		2.56		
	7.50-16 (10/12) PR	6	One builder	46	36	37			2.78		
	7.50-16 (14/16) PR	6	One builder	42	35	36			2.86		
	7.50-16 (16) PR LP	6	One builder	42	34	35			2.94		
	8.25-16 (16) PR FM		One builder	40	28	28			0.00		
	7.50 - 20		One builder	34	27	28			3.70		
	Material change over	<b>+</b>			183	188			2.73	2.73	
	9.00 - 16 SMT	6	Two builders	28	22	24			9.09		
	8.25-16 (16) PR FM	<b>-</b>	Two builders	30	24	25			4.17		
	7.50-20 (12) PR FM	6	Two builders	32	22	22			0.00		
ling	8.25-20 (14/16) PR		Two builders	30	25	27			8.00	_	
uilc	8.25-20 (14/16) PR	-	Two builders	28	22	23	1.4	1.4	4.55	5.02	
k B	9.00-20 (14/16) PR 9.00-20 (14/16) PR		Two builders Two builders	30	24	26	14	14	8.33	5.83	
Truck Building	10.00-20 (14/16) PR		Two builders	28	21	24			4.76		
	10.00-20 (16) PR		Two builders	26	21	22			4.76		
	11.00-20 (16/18) PR		Two builders	26	20	21			5.00		
	12.00-20 (18) PR		Two builders	26	18	20			11.11		
59 J	10.00-20 (16) PR		Two builders	60	-	-			11.11		
Building											
Band	B.building (S.P.E.)		With	675	595	615	4	4	3.36	3.36	
Building			Cushion -								
			Brakers								
	Winding (NOS)		MIXED	4900	2825	2865	2	2	1.42	1.42	
Bead	Fillering (NOS)		MIXED	1100	930	945	2	2	age ng	age ng	
	Fllipering (NOS)		MIXED	1000	695	710	2	2	2.16	2.16	
Slittering	Slittering (ROLLS)			16	11	12	1	1	9.09	9.09	

Dept.	Activity	Actual	Remarks	100%	Norms	Agreed	Existing	_	Productivity	Deptwise/	Plant
	Area	Plies			Per Shift		Man	Man	increase	Category	Produc-
				Target	(Current)	2012-2014	Power	Power		wise	tivity
										Productivity	increase
										Increase	
Bias	Bias Cut (NOS)		MIXED	7500	3900	3985	5	5	ed with time	ed with time	
Cutter									and	and	
Calender	Squeegee Rolls		MIXED	120	79	85	3	3	7.59	7.59	
Filler	Rolls		MIXED	35	30	32	1	1	6.67	6.67	
Extruder											
Exruder	KG/Shift		MIXED	4250	3750	3850	6	6	2.67	2.67	
			Tyres/Shift/		60	64	4	4	6.67	6.67	
			M/C								
Curing	Loading/Unloding		Minutes	2.0	2.0	2.0	6	5.5	8.33	8.33	
	Time		(LT)								
			Minutes	3.0	4.0	4.0	8	6.5	18.75	18.75	
			(TT)								
	Engineering						7	7			6.25
Total	Man Power						81	79			

Please note curing cycle change will depend upon technical changes.

Extruder output will depend upon technical changes and modification of the machine.

Calender output will depend upon technical changes and modification of the machine.

Slittering output will depend upon techinical changes and modification of the machine.

Any new machine, equipment/operation will be finalized with the involvement of Union from the date of insulation, on failure to settled or agreed, case will be referred to the time and motion / work study within 03 months.

Engineering Dept. Agreed Norms for 2012/2014

Schedule 01 Efficiency Parameters

Task			Current Norms	Agreed Norms
	3 W	One Mould	90	80
		Two Mould	140	125
Mould Change Time	LT	One Mould	120	110
		Two Mould	200	180
	TT	One Mould	180	170
		Two Mould	330	315
	3 W	Only Drum	15	10
		Only Segment	20	20
		Drum and Segment	30	25
Drum Change Time	LT	Only Drum	25	25
		Only Segment	30	30
		Drum and Segment	45	40
	TT	Only Drum	35	30
		Only Segment	35	35
		Drum and Segment	45	40

Note: Only Drum Change for 750-20 Current Norms 35 Minutes. Only Drum Change for 750-20 Agreed Norms 30 Minutes. 8A

Bladder Change Times for assembled Bladders.

Type of Bladder	Current Norms	Agreed Norms
3W (one side)	15 min	15 min
3W (both side)		30 min
LT (one side)	20 min	15 min
LT (both side)		30 min
TT (one side)	30 min	25 min
TT (both side)		45 min

Note: TT Mould Change Agreed Norms are excluded B7 Press and also excluded 12.00-20 and 11.00-20 Mould Changes.

05 – 103

*My No.* : CI/1373.

#### THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE Collective Agreement entered into between Polytex Garments Ltd. Minuwangoda Road, Ekala, Ja-ela the one part and the Free Trade Zones & General Services Employees Union, No. 141, Ananda Rajakaruna Mawatha, Colombo 10 of the other part on 21st day of December 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, 27th March, 2013.

#### Collective Agreement No. 03 of 2013

#### COLLECTIVE AGREEMENT

This Collective Agreement is entered into by and between Polytex Garments Ltd., a duly incorporated company having its registered Office at Minuwangoda Road, Ekala, Ja-ela (hereinafter referred to as "the Employer" or "the Company") on the one part and the Branch Union affiliated to Free Trade Zones & General Services Employees Union, "The Union" having its registered Office at No. 141, Ananda Rajakaruna Mawatha, Colombo 10. (hereinafter referred to as "the Union") on the other part.

Whereas both parties, after a series of discussions, have arrived at an amicable settlement, in regard to the revision of the terms of employment of employees, who are members of the union and who are employed in Grades III & IV stipulated in the Wages Board for the Garment Manufacturing Trade, in the permanent cadre of the Employer's Factory at Yakkala.

#### 1. Duration of the Agreement.

This Agreement shall take effect from 1st January 2013 and shall, unless otherwise terminated by either party giving one month's written notice to the orher, continue to remain in force provided, however, that neither party shall give such notice prior to the 31st December 2014, and the Agreement shall not stand terminated prior to the 31st day of December 2014.

#### 2. Revision of Salaries

(a) The revision of Salaries of employees covered and bound shall consist of two components; the Fixed Component which also takes into account on the period of service of employees and the Variable Component which is linked to productivity (Efficiency)

#### (i) Fixed Component of Salary:

We confirm the management having improved on its proposal for fixed component of salary as follows:

	Year	Rs.
Service period 1 to 5 years	2013 2014	1150 1300
Service period 6 to 10 years	2013 2014	1250 1400
Service period more than 11 years	2013 2014	1400 1500

#### (ii) Variable Component of Wage Revision:

This component shall be calculated as set out in Annexure 1 of this Collective Agreement and the revisions so calculated will be added on to the salaries of employees covered and bound for the duration of the agreement taking into account the monthly efficiency levels relevant for the qualifying years that is 2012 in respect of the eligibility of the payment of 2013 and 2013 in respect of the eligibility of the payment for the year 2014, respectively;

- (b) Union and its members are also agreed that the employer shall have the right to take credit for the revision of salaries pertaining to the year 2013, when making adjustments to accommodate any increase of the minimum wage as prescribed by the Wages Board for the Garment Trade.
- (c) The employer also agrees to increase the entry basic salary of employees covered and bound with effect from 2013 as follows:
  - (i) Grade iii Rs. 10,750;
  - (ii) Grade iv Rs. 10,250.
- (d) As a gesture of goodwill for concluding the collective Agreement prior to the 31st of December 2012, thereby enabling the passing of benefits of the said agreement to the employees covered and bound, the employer agrees to make a special ex-gratia which will not be considered as part of the wage in respect of consequential benefits such as EPF/ETF, OT etc. to employees covered and bound in the month of December 2012 in the following manner;

More than 1 year and less than 5 years

More than 5 year and less than 10 years

Rs. 2514.00

Rs. 2714.00

Rs. 2914.00

## 3. Monthly Attendance Bonus with effect from 1st January 2013 ):

- 3.1 Monthly attendance bonus will be as follows:
  - (a) Employees who do not take any leave in the month will be entitled for Rs. 2000/=;
  - (b) Employees who avail one day's approved leave per month shall receive Rs. 1500/=;
- 3.2 Employees who avail more than one day and up to two days of approved leave per month shall receive Rs. 1000/= per month;
- 3.3 Employees who either avail more than two days of leave or are placed on "No Pay Absence" shall not qualify for the attendance bonus;
- 3.4 Any employee who exceeds more than five days of late attendance or 60 minutes in total will not be entitled Rs. 2000/= of the attendance bonus, instead they will receive Rs. 1500.00
- 3.5 Leave approved on account of contagious diseases and employment relates accidents, within the scope of the Workmen's Compensation Ordinance, shall be exempted from leave under this scheme;

3.6 In the event the total factory absenteeism percentage reaching the level of less than 6% per month, the employees will enjoy the concession of taking 2 days of approved leave whilst enjoying Rs. 1500 as the bonus amount per month only in respect of the qualifying month. Employees will enjoy the concession of taking one day of approved leave whilst enjoying Rs. 2000 as the bonus amount per month only in respect of the qualifying month.

#### 4. Transport for employees:

- 4.1 If the entire factory achieves performance level of 60% efficiency on SAH calculation in the previous year, transport shall be arranged from the 1st January of the following year to routes where there are a minimum of 20 employees who require the facility;
- 4.2 If the factory achieves 70% efficiency on SAN calculation in the previous year, transprt will be provided free of charge from 1st January in the following years to 31st December of the same year;
- 4.3 If they do not meet above criteria on SAH in paragraph 5.2 it is agreed that the employee will bear 25% of the cost that would be incurred in providing this facility;
- 4.4 If the factory achieves above 60% efficiency on SAH during the period 2013 01st January to 31st December, Employees will bear 20% of the cost.

#### 5. Annual Bonus:

The company will continue to make payment of the annual bonus of two months as per existing criteria. The wage incrase coming into effect from 1st January. 2013 shall be considered for the payment of bonus in the year 2013 December Payment of Bonus.

#### 6. Performance Bonus:

**Oualifying Amount** 

Subject to the revisions set out below, the existing Performance Bonus scheme shall continue to be in force for the duration of the collective agreement.

**Oualifying Amount** 

45 and above Rs. 800 Per person Per mensem 44 to 35 Rs. 600 Per person Per mensem 34 to 25 Rs. 400 Per person Per mensem Below 25 No Performance Bonus	Marks	<b>2</b> , ,,
	44 to 35 34 to 25	Rs. 600 Per person Per mensem Rs. 400 Per person Per mensem

#### 7. Gold Medal Distribution:

Managment wishes to bring into your notice that is has already revised the criteria of 10 years and 20 years Gold Medal and with that all the employees who meet the qualifying criteria will be awarded the same on next year award ceremony.

*Eg.* -A prson who is completing 10 years on or before 31st December 2013 will be qualified for Gold Coin in January 2013.

#### 8. Union Facilites:

The management shall continue to provide the facilities, which have hitherto been provided to the Union. The release of the union Office bearers for parent union's Executive Committee and General Council meetings shall be dealt with as set out in the Company's letter to the union dated 1.2.2011, a copy of which is annexed to this Collective Agreement as Schedule 2.

#### 9. Abidance Clause:

The Employer, the Union, and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and 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.

#### 10. Dispute Resolution:

Parties agree that they shall abide by the Disputes Settlement Procedure set out in the 'Check off' Agreement signed by parties on 10th of May 2006, in the event of a dispute on a matter not covered by this agreement.

In witness whereof, both parties aforesaid have hereunder set their hands on this 21st day of December, Two Thousand and Twelve.

Eardley David,	Anton, Marcus,
Director-Manufacturing	General Secretary,
For and on behalf of Polytex	For and On behalf of the
Polytex Garments Ltd.	Union Free Trade Zone
	General Services Union.
Witness:	
1	
Name : Indika Gamage	Name: S. A. K. Mangalika,
Designation: Senior	Designation: President,
Manager,	Branch.
Group Human Resources	

2	2
Name : Tissa Thalagune	Name: D. T. Priyangani
Designation : Manager	Designation: Secretary,
Human Resosurces,	Branch.
Polytex, Yakkala.	

Productivity Link Variable Increment Increment

	V	ariable	Total
2013-1 to 5	Fix	Increment	Increment
	Incremen	t	
less than 55	1150	0	1150
55 - 58	1150	200	1350
58 - 60	1150	250	1400
60 - 65	1150	600	1750
65 - 70	1150	1150	2300
more than 70	1150	1800	2950
	V	ariable	Total
2013 - 5 to 10	Fix	Increment	Increment
	Incremen	t	
less than 55	1250	0	1250
55 - 58	1250	200	1450
58-60	1250	250	1500
60-65	1250	600	1850
65 - 70	1250	1150	2400
more than 70	1250	1800	3050
	_		
2012 10 1	•	ariable	Total
2013 - 10 above	Fix		Increment
	Incremen	t	
less than 55	1400	0	1400
55 - 58	1400	200	1600
58 - 60	1400	250	1650
60 - 65	1400	600	2000
65 - 70	1400	1150	2550
more than 70	1400	1800	3200

Productivity Link Variable Increment Increment

2014 -1 to 5	Va Fix Increment	riable Increment	Total Increment
less than 55	1300	0	1300
55 - 58	1300	200	1500
58 - 60	1300	250	1550
60 - 65	1300	700	2000
65 - 70	1300	1200	2500
more than 70	1300	1850	3150

2014 5 4 10	1	77.	Variabl		Total	,				17 1	1 -	T-4-1
2014 - 5 to 10	,	Fix		rement	Increment		10 aha		E:.	Variabl		Total
		Incren	ieni			2014	- 10 abo	ve	Fix Incren		remeni	Incremen
less than 55		1400	)	0	1400				meren	icrii		
55 - 58		1400		200	1600	less t	han 55		1500	)	0	1500
58 - 60		1400		250	1650	55 - 5	8		1500		200	1700
60 - 65		1400	)	700	2100	58-6	0		1500	)	250	1750
65 - 70		1400	) 1	1200	2600	60 - 6	5		1500	)	700	2200
more than 70		1400	) 1	1850	3250	65 - 7			1500		200	2700
						more	than 70		1500	) 1	1850	3850
				P	TX SAH Ef	ficiency f	or 2012					
	2012-	2012-	2012-	2012-	2012-	2012-	2012-	2012-	2012-	2012-	2012	2012-
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
YAK	62.58%	62.06%	63.90%	50.50%	54.64%	44.39%	55.00%	55.00%	62.00%	55.00%	62.00%	61.00%
				P	roduction V	ariable In	crement					
2012-	2012-	2012-	2012-	2012	- 2012-	2012-	2012-	2012-	2012-	2012-	2012	
Jan.	Feb.	Mar.	Apr.	Мау	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	
YAK 145.83	145.83	145.83	95.83	95.83	95.83	112.50	112.50	145.83	112.50	145.83	145.83	3 1500.00
5 to 10158.33	158.33	158.33	100.00	100.00	100.00	116.67	116.67	158.33	116.67	158.33	158.3	3 1600.00
10 + 166.67	166.67	166.67	116.67	116.67	116.67	133.33	133.33	166.67	133.33	166.67	166.6	7 1750.00
				PTX SA	H Efficiency	y for 2013	3 (Assump	tion)				
	2013-	2013-	2013-	2013-	2013-	2013-	2013-	2013-	2013-	2013-	2013	2013-
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.
YAX	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%	65.00%
				P	roduction V	ariable In	crement					
2013-	2013-	2013-	2013-	2013		2013-	2013-	2013-	2013-	2013-	2013-	
Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	
YAX 208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.33	208.3	3 208.33

Please note that the Efficiencies are actuals for 2012 and projected one for 2013 on hypothetical ground

<sup>2012</sup> As for the actual schedule

<sup>2013</sup> Asume reach 65 %

#### Schedule 2

01st February 2011

Mr. Anton Marcus,

General Secretary - Free Trade Zones & General Services Employees Union,

No. 141, Ananda Rajakaruna Mawatha,

Colombo 10,

Colombo 01,

Dear Anton

Union Benefits offered by Polytex Garments Limited.

- 1. Release of Union Office bearers for Parent Union executive Committee and General Council meetings will be as follows, provided however such employees are released will be required to give at lease three working days notice of such meeting to the company and approval will be granted subjected to the exigencies of service to the company:
  - (a) Executive Committee Meeting .- One Committee Member four times a month. Once a week duration of half a day leave granted at each occasion;
  - (b) General Council Meeting .- 10 members per meeting per month. Duty leave a half a day will be granted once a month with three days prior notice. (Flexible to decide 5 persons for one day or 10 persons for half a day);
  - (c) Branch Committee Meeting .- Branch Committee will be granted permission to hold the meetings after general working hours once a month in the canteen.
  - (d) Operations Meeting with Management .- 15 members of the Committee will be allowed to participate for one hour meeting with regards to the operational issues as agenda submitted by branch Committee;
  - (e) Any other special request will be subjected to the approval of the company which is subjected to the exigency of service of the employees required to attend and it is in the discretion of the management;
  - (f) Company will provide a Notice Board and a cupboard for the use of the union Office bearers. Any notice should be approved to publish by the management (HR Manager / Factory Manager) before publish the notice.
- 2. Any other request should be sent to the management through Parent union and it will be considered at the discretion of the menagement.

3. This agreement shall take effect from 01st February 2011.

Thank you, Yours truly,

Polytex Garments Limited.

Sgd.

Director Garments Manufacturing Graham Parley

C. C. Kanishka Weerainshge - Deputy Direcotr General EFC

05 - 104

My No. : CI/1811.

#### THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

THE Collective Agreement entered into between Grossart (Pvt.) Ltd, 400, Deans Road, 10, the one part and the United Tea, Rubber & Local Produce Workers' Union, No. 513-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 20th day July 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, 27th March, 2013.

#### Collective Agreement No. 27 of 2012

#### COLLECTIVE AGREEMENT

This Collective Agreement entered into between Grossart (Pvt) Ltd., a duly incorporated company having its registered Office at 400, Deans Road, 10, Sri Lanka and hereinafter referred to as "the Employer" and the United Tea Rubber and Local Produce Workers' Union, a duly registered Trade Union having its registered Office at 513-2/1, Elvitigala Mawatha, Colombo 5, and hereinafter referred to as "the Union".

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

#### 13A

#### 1. Parties Covered and Bound

The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union employed on permanent monthly contracts by the Employer in the Manual/Operative grades.

#### 2. Duration

This Agreement shall take effect from the First day of August Two Thousand and Eleven and shall, unless otherwise terminated by either party giving two month's written notice to the other, continue to remain in force porvided, however, that neither party shall give such notice prior to the Thirty First day of May Two Thousand and Fourteen, and the Agreement shall not stand terminated prior to the Thirty First day of July Two Thousand and Fourteen.

#### 3. Salaries

The salary scales applicable to Employees covered and bound by this Agreement and hereinafter referred to as Employees, with effect from 1st August 2011shall be as set out in Schedule I hereto.

- 1. To ascertain the monthly salary payable to an Employee with effect from 1st August 2011 a sum of Rs. 1,400 will be added to the salary paid to such employees as at 31st July 2011.
- 2. With effect from 1st August 2012 the monthly salaries of employees will be revised and a sum of Rs. 1,325 will be added to the salary paid to such employees as at 31st July 2012.
- 3. With effect from 1st August 2013 the monthly salaries of employees will be revised and a sum of Rs. 1,325 will be added to the salary paid to such employees as at 31st July 2013.

#### 4. Productivity Bonus Scheme

The parties hereby agree that the current Productivity Bonus Scheme will be revised with effect from 1st May 2012 in the following manner:

- (a) The productivity bonus rate per man hour will be computed as follows:
  - (i) For General Shift Employees

Equivalent Grade 1 pairs of Sorted Gloves X Productivity Bonus Factor Actual Man Hours

(ii) For Shift Employees - Non-Production

Equivalent Grade 1 pairs of Sorted Gloves X Productivity Bonus Factor X 1.05 Actual Man Hours

(iii) For Shift Employees - Production

Equivalent Grade 1 pairs of Sorted Gloves X Productivity Bonus Factor X 1.10 Actual Man Hours

(iv) For Shift Keymen - Production

Equivalent Grade 1 pairs of Sorted Gloves X Productivity Bonus Factor X 1.15 Actual Man Hours

(v) For General Shift Keymen

Equivalent Grade 1 pairs of Sorted Gloves X Productivity Bonus Factor X 1.10 Actual Man Hours

- (b) Productivity rate tables applicable for unsupported glove operation, supported glove operation and fihishing Section (chlorination) operation are set out in Schedule II. General shift employees would be covered under the rate table applicable for the unsupported glove operation;
- (c) On weekly holidays, Mercantile holidays and Poya days the employees shall receive a special payment equivalent to 2 1/2 times the hourly rate applicable to the given employees. Further, the actual hours and employee works on such days shall be considered for the computation of the Productivity Bonus to that individual employee;
- (d) Each employee will be paid the legally entitled overtime. If the payment computed under the Productivity Bonus Scheme in a given month is more than the amount due as overtime such employee would also receive the difference between the two amounts as Productivity Bonus;
- (e) If for whatever reason due to a drop in production in a particular month the payment computed uder the Productivity Bonus Scheme is less or equal to the overtime entitlement in such month, the employee will not be entitled to any payment under the productivity bonus scheme.

#### 5. Overtime

Both parties agree that due to the 24 hours x 7 days nature of the operations a reasonable amount of overtime work by employees is unavoidable. However, the parties agree that the Employer shall put in place systems and controls to achieve the following:

(a) To minimize the actual number of hours of work to be performed as overtime work on normal working days to not exceed 24 hours per employee per month except with the mutual agreement of both parties depending on exigencies of factory operations;

(b) To equitably distribute as far as practicable the number of hours of overtime work available during a month among all employees attached to the various operational units of the factory. To this end the factory management shall display at the beginning of each month a roster of names detailing the order in which overtime work shall be assigned in each operational unit. An employee refusing to perform reasonable overtime unless for reasons acceptable to the management shall, in addition to being subject to suitable disciplinary action will also be disqualified from receiving any Productivity Bonus Payment for the month. Provided, however, any Employee who has performed overtime as stipulated in (a) above, will not be subject to any deduction pertaining to payment of the Productivity Bonus due to such Employee. The amounts due to the disqualified employees will be distributed proportionately among the balance employees.

#### 6. Suspension

- (i) An employee may be suspended form work without pay by his Employer :
  - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal:
  - (b) In order to avoid a breach of the peace of damage to the property or disturbance of the business of the Employer;
  - (c) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (2) At the time of suspension under sub-caluse (1)(a) or within forty eight (48) hours thereof the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and thereafter hold and inquiry into the charge or charges in terms of clause 7 hereof.

#### 7. Disciplinary Action

Where the Employer proposes to proceed against an Employee then -

(i) irrespective of whether an employee has been suspended under Clause 6 hereof or not, the Employee shall be furnished with a show cause notice which

- shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice which shall give the Employee not less than Seven (7) clear working days in which to give the answer or explanation to the charge or charges preferred;
- (ii) 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 the basic wages due for the period of such suspension;
- (iii) 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;
- (iv) after holding such inquiry the Employer, shall notify the Employee of the findings of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if an Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within Thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges;
- (v) 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-caluse 6(1)(c) hereof be paid the basic wages due for the period of suspension irrespective of such other punishment less then dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice; or
  - (b) the Employee shall be dismissed, the employee;s dismissal shall take effect from the date of the Employee's suspension and accordingly the Employee shall not be paid for the period of such suspension; or
  - (c) in view of the serious or involved nature 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 or such circumstances the Employee may reain suspended without pay;

- (vi) 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 subclause for any reason other than that of the Employee's own seeking or for reasons beyond the control of the Employer, within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for a period of thirty (30) working days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) working days up to the date on which the Employer makes an order under paragraphs (a) to (c) of the preceding subcaluse, irrespective of the outcome of the inquiry;
- (vii) in any case where an Employee is suspended as provided for herein, the Employer shall make an order under paragraphs (a) to (c) of sub-clause (v) with ninety (90) days of the date of suspension of the Employee unless he is prevented from doing so by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed;
- (viii) the Employer shall not be required to hold an inquiry as referred to in sub-caluses (iii) and (iv) hereof where the Employer proposes to warn the Employee or where the Employee admits to the charge or charges. Provided however that if the Union disputes the warning or punishment imposed on the Employee by the Employer and request the holding of and inquiry the employer shall comply with such request and the Provisions relating to the holding of an inquiry shall then apply subject to the exceptions that the fact that the inquiry had not commenced within 14 working days after receipt of the Employee's explanation shall not be material or relevant.

#### 8. Warning

If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the Employer in the presence of two witnesses.

#### 9. Productivity Improvement and Elimination of Waste

The employees and the Union commit their fullest cooperation to the Employer to enhance productivity levels in the factory and minimize waste in all forms in the mutual interest of preserving the future of Grossart (Pvt.) Ltd. through the programmes conducted under the Dipped Products Operating System (DOS). In the event the business exigencies require, Employees agree to consider alternate work arrangements. The Management agrees to keep the Union advised of any alternate work arrangements.

#### 10. Variation of Terms & Conditions

The Employer and the Union agree that during the pendency 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, other than by mutual Agreement.

#### 11. Trade Union Action

The Trade Union and the employees further agree that they shall not during the pendency of this Agreement make any demands for wage increases or related allowances/payments of any form.

#### 12. Dispute Settlement Procedure

In the event of any industrial dispute that may arise on a matter not covered by this Agreement, parties shall endeavour to have it settled by following the dispute resolution procedure set out below:

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union to teh Employer, and at least two weeks given for the Employer to resolve the dispte;
- (b) If no satisfactory solution is found, the matter should be referred to the Parent Union and the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute:
- (c) In the event of non-resolution of the dispute at Stage (b) above, paties 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 a failure of conciliation proceedings in terms of the Industrial Disputes Act, the Union agrees that it shall give 07 days written notice prior to engaging in any trade union action.

In witness hereof parties have hereunto set their hands on this Twentieth day of July Two Thousand and Twelve (2012) at Colombo.

.....

for and on behalf of Grossart (Pvt.) Ltd. for and a behalf of Unitted Tea Rubber & Local

Produce Workers' Union
Name : N. A. R. S. Nanayakkara
Designation : Director
Designation සහකාර ලේකම්

Wintesses

Designation : Asst. Director General EFC Designation : සභාපති

Schedule I

Wage Scales Applicable to Grossart (Pvt.) Ltd. Manual Workers with Effect from 01st August 2011.

C	11	, ,				
Stage	USK		S SK		SK	
1	8,002.00	249 x 25.00	8,077.00	249 x 50.00	8,202.00	249 x 75.00
2	8,027.00		8,127.00		8.277.00	
3	8,052.00		8,177.00		8,352.00	
4	8,077.00		8,227.00		8,427.00	
5	8,102.00		8,277.00		8,502.00	
6	8,127.00		8,327.00		8,577.00	
7	8,152.00		8,377.00		8,652.00	
8	8,177.00		8,427.00		8,727.00	
9	8,202.00		8,477.00		8,802.00	
10	8,227.00		8,527.00		8,877.00	
11	8,252.00		8,577.00		8,952.00	
12	8,277.00		8,627.00		9,027.00	
13	8,302.00		8,677.00		9,102.00	
14	8,327.00		8,727.00		9,177.00	
15	8,352.00		8,777.00		9,252.00	
16	8,377.00		8,827.00		9,327.00	
17	8,402.00		8,877.00		9,402.00	
18	8,427.00		8,927.00		9,477.00	
19	8,452.00		8,977.00		9,552.00	
20	8,477.00		9,027.00		9,627.00	
21	8,502.00		9,077.00		9,702.00	
22	8,527.00		9,127.00		9,777.00	
23	8,552.00		9,177.00		9,852.00	
24	8,577.00		9,227.00		9,927.00	
	8,602.00		9,277.00		10,002.00	
26	8,627.00		9,327.00		10,077.00	
27	8,652.00		9,377.00		10,152.00	
28	8,677.00		9,427.00		10.227.00	
29	8,702.00		9,477.00		10,302.00	
	8,727.00		9,527.00		10,377.00	
31	8,752.00		9,577.00		10,452.00	

	* *		
Stage	USK	S SK	SK
32	8,777.00	9,627.00	10,527.00
33	8,802.00	9,677.00	10,602.00
34	8,827.00	9,727.00	10,677.00
35	8,852.00	9,777.00	10,752.00
36	8,877.00	9,827.00	10,827.00
37	8,902.00	9,877.00	10,902.00
38	8,927.00	9,927.00	10,977.00
39	8,952.00	9,977.00	11,052.00
40	8,977.00	10,027.00	11,127.00
41	9,002.00	10,077.00	11,202.00
42	9,027.00	10,127.00	11,277.00
43	9,052.00	10,177.00	11,352.00
44	9,077.00	10,227.00	11,427.00
	9,102.00	10,277.00	11,502.00
	9,127.00	10,327.00	11,577.00
	9,152.00	10,377.00	11,652.00
48	9,177.00	10,427.00	11,727.00
49	9,202.00	10,477.00	11,802.00
	9,227.00	10,527.00	11,877.00
	9,252.00	10,577.00	11,952.00
	9,277.00	10,627.00	12,027.00
	9,302.00	10,677.00	12,102.00
	9,327.00	10,727.00	12,177.00
	9,352.00	10,777.00	12,252.00
	9,377.00	10,827.00	12,327.00
	9,402.00	10,877.00	12.402.00
	9,427.00	10,927.00	12,477.00
	9,452.00	10,977.00	12,552.00
	9,477.00	11,027.00	12,627.00
	9,502.00	11,077.00	12,702.00
	9,527.00	11,127.00	12,777.00
	9,552.00	11,177.00	12,852.00
	9,577.00	11,227.00	12,927.00
	9,602.00	11,277.00	13,002.00
	9,627.00	11,327.00	13,077.00
	9,652.00	11,377.00	13,152.00
	9,677.00	11,427.00	13,227.00
	9,702.00	11,477.00	13,302.00
	9,727.00	11,527.00	13,377.00
	9,752.00	11,577.00	13,452.00
	9,777.00	11,627.00	13,527.00
	9,802.00	11,677.00	13,602.00
	9,827.00	11,727.00	13,677.00
	9,852.00	11,777.00	13,752.00
	9,877.00	11,827.00	13,827.00
	9,902.00	11,877.00	13,902.00
/8	9,927.00	11,927.00	13,977.00

18A I කොටස : (I) ඡෙදය - ශී ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ අතිවිශෙෂ ගැසට් පතුය - 2013.04.22 Part I : Sec. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 22.04.2013

Stage	USK	S SK	SK
79	9,952.00	11,977.00	14,052.00
	9,977.00	12,027.00	14,127.00
81	10,002.00	12,077.00	14,202.00
82	10,027.00	12,127.00	14,277.00
83	10,052.00	12,177.00	14,352.00
84	10,077.00	12,227.00	14,427.00
85	10,102.00	12,277.00	14,502.00
86	10,127.00	12,327.00	14,577.00
87	10,152.00	12,377.00	14,652.00
88	10,177.00	12,427.00	14,727.00
89	10,202.00	12.477.00	14,802.00
90	10,227.00	12,527.00	14,877.00
91	10,252.00	12,577.00	14,952.00
92	10,277.00	12,627.00	15,027.00
93	10,302.00	12,677.00	15,102.00
94	10,327.00	12,727.00	15,177.00
95	10,352.00	12,777.00	15,252.00
96	10,377.00	12,827.00	15,327.00
97	10,402.00	12,877.00	15,402.00
98	10,427.00	12,927.00	15,477.00
99	10,452.00	12,977.00	15,552.00
100	10,477.00	13,027.00	15,627.00
101	10,502.00	13,077.00	15,702.00
102	10,527.00	13,127.00	15,777.00
103	10,552.00	13,177.00	15,852.00
104	10,577.00	13,227.00	15,927.00
105	10,602.00	13,277.00	16,002.00
106	10,627.00	13,327.00	16,077.00
107	10,652.00	13,377.00	16,152.00
	10,677.00	13,427.00	16,227.00
109	10,702.00	13,477.00	16,302.00
	10,727.00	13,527.00	16,377.00
	10,752.00	13,577.00	16,452.00
	10,777.00	13,627.00	16,527.00
	10,802.00	13,677.00	16,602.00
	10,827.00	13,727.00	16,677.00
	10,852.00	13,777.00	16,752.00
	10,877.00	13,827.00	16,827.00
	10,902.00	13,877.00	16,902.00
	10,927.00	13,927.00	16,977.00
	10,952.00	13,977.00	17,052.00
	10,977.00	14,027.00	17,127.00
121	11,002.00	14,077.00	17,202.00
	11,027.00	14,127.00	17,277.00
	11,052.00	14,177.00	17,352.00
	11,077.00	14,227.00	17,427.00
125	11,102.00	14,277.00	17,502.00

	* /		
Stage	USK	S SK	SK
126	11,127.00	14,327.00	17,577.00
127	11,152.00	14,377.00	17,652.00
128	11,177.00	14,427.00	17,727.00
129	11,202.00	14,477.00	17,802.00
130	11,227.00	14,527.00	17,877.00
131	11,252.00	14,577.00	17,952.00
132	11,277.00	14,627.00	18,027.00
133	11,302.00	14,677.00	18,102.00
134	11,327.00	14,727.00	18,177.00
135	11,352.00	14,777.00	18,252.00
136	11,377.00	14,827.00	18,327.00
137	11,402.00	14,877.00	18,402.00
138	11,427.00	14,927.00	18,477.00
139	11,452.00	14,977.00	18,552.00
140	11,477.00	15,027.00	18,627.00
141	11,502.00	15,077.00	18,702.00
142	11,527.00	15,127.00	18,777.00
143	11,552.00	15,177.00	18,852.00
144	11,577.00	15,227.00	18,927.00
145	11,602.00	15,277.00	19,002.00
146	11,627.00	15,327.00	19,077.00
147	11,652.00	15,377.00	19,152.00
148	11,677.00	15,427.00	19,227.00
149	11,702.00	15,477.00	19,302.00
150	11,727.00	15,527.00	19,377.00
151	11,752.00	15,577.00	19,452.00
152	11,777.00	15,627.00	19,527.00
153	11,802.00	15,677.00	19,602.00
154	11,827.00	15,727.00	19,677.00
155	11,852.00	15,777.00	19,752.00
156	11,877.00	15,827.00	19,827.00
157	11,902.00	15,877.00	19,902.00
	11,927.00	15,927.00	19,977.00
159	11,952.00	15,977.00	20,052.00
160	11,977.00	16,027.00	20,127.00
161	12,002.00	16,077.00	20,202.00
	12,027.00	16,127.00	20,277.00
163	12,052.00	16,177.00 16,227.00	20,352.00 20,427.00
	12,077.00	16,227.00	20,502.00
	12,102.00	16,277.00 16,327.00	20,577.00
166 167	12,127.00 12,152.00	16,377.00	20,652.00
168	12,177.00	16,427.00	20,727.00
	12,202.00	16,477.00	20,727.00
170	12,227.00	16,527.00	20,877.00
170	12,252.00	16,577.00	20,952.00
171	12,577.00	16,627.00	21,027.00
	12,302.00	16,677.00	21,102.00
173	12,002.00	10,077.00	21,102.00

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Stage	USK	S SK	SK
174	12,327.00	16,727.00	21,177.00
175	12,352.00	16,777.00	21,252.00
176	12,377.00	16,827.00	21,327.00
177	12,402.00	16,877.00	21,402.00
178	12,427.00	16,927.00	21,477.00
179	21,452.00	16,977.00	21,552.00
180	12,477.00	17,027.00	21,627.00
181	12,502.00	17,077.00	21,702.00
182	12,527.00	17,127.00	21,777.00
183	12.552.00	17,177.00	21,852.00
184	12,577.00	17,227.00	21,927.00
185	12,602.00	17,277.00	22,002.00
186	12,627.00	12,327.00	22,077.00
187	12,652.00	17,377.00	22,152.00
188	12,677.00	17,427.00	22,227.00
189	12,702.00	17,477.00	22,302.00
190	12,727.00	17,527.00	22,377.00
191	12,752.00	17,577.00	22,452.00
192	12,777.00	17,627.00	22,527.00
193	12,802.00	17,677.00	22,602.00
194	12,827.00	17,727.00	22,677.00
195	12,852.00	17,777.00	22,752.00
196	12,877.00	17,827.00	22,827.00
197	12,902.00	17,877.00	22,902.00
198	12,927.00	17,927.00	22,977.00
199	12,952.00	17,977.00	23,052.00
200	12,977.00	18,027.00	23,127.00
201	13,002.00	18,077.00	23,202.00
202	13,027.00	18,127.00	23,277.00
203	13,052.00	18,177.00	23,352.00
204	13,077.00	18,227.00	23,427.00
205	13,102.00	18,277.00	23,502.00
206	13,127.00	18,327.00	23,577.00
207	13,152.00	18,377.00	23,652.00
208	13,177.00	18,427.00	23,727.00
209	13,202.00	18,477.00	23,802.00
210	13,227.00	18,527.00	23,877.00
211	13,252.00	18,577.00	23,952.00
212	13,277.00	18,627.00	24,027.00
213	13.302.00	18,677.00	24,102.00
214	13,327.00	18,727.00	24,177.00
215	13,352.00	18,777.00	24,252.00
216	13,377.00	18,827.00	24,327.00
217	13,402.00	18,877.00	24,402.00
218	13,427.00	18,927.00	24,477.00
219	13,452.00	18,977.00	24,552.00
220	13,477.00	19,027.00	24,627.00

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Stage	USK	S SK	SK	
221	13,502.00	19,077.00	24,702.00	
222	13,527.00	19,127.00	24,777.00	
223	13,552.00	19,177.00	24,852.00	
224	13,577.00	19,227.00	24,927.00	
225	13,602.00	19,277.00	25,002.00	
226	13,627.00	19,327.00	25,077.00	
227	13,652.00	19,377.00	25,152.00	
228	13,677.00	19,427.00	25,227.00	
229	13,702.00	19.477.00	25,302.00	
230	13,727.00	19,527.00	25,377.00	
231	13,752.00	19,577.00	25,452.00	
232	13,777.00	19,627.00	25,527.00	
233	13,802.00	19,677.00	25,602.00	
234	13,827.00	19,727.00	25,677.00	
235	13,852.00	19,777.00	25,752.00	
236	13,877.00	19,827.00	25,827.00	
237	13,902.00	19,877.00	25,902.00	
238	13,927.00	19,927.00	25,977.00	
239	13,952.00	19,977.00	26,052.00	
240	13,977.00	20,027.00	26,127.00	
241	14,002.00	20,077.00	26,202.00	
242	14,027.00	20,127.00	26,277.00	
243	14,052.00	20,177.00	26,352.00	
244	14,077.00	20,227.00	26,427.00	
245	14,102.00	20,277.00	26,502.00	
246	14,127.00	20,327.00	26,577.00	
247	14,152.00	20,377.00	26,652.00	
248	14,177.00	20,427.00	26,727.00	
249	14,202.00	20,477.00	26,802.00	
250	14,227.00	20,527.00	26,877.00	
			Schedule II	

#### **Calculation of Equivalent Production**

Factors for Stored Grade 1 Gloves				
		Product Type	Factor	
		Paragon	1.00	
		Grip-lt	1.17	
		Lite-lt	1.63	
Supported Gloves	Plant J	Hand-lt	1.87	
		Hold-lt	1.98	
		Max-lt	1.98	
	current standard cycle	Ruf-lt	1.98	
	100 seconds	Laural	3.30	
		In-finit	4.20	
		Grade 2	0.60	

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	Factors for St	ored Grade 1 Gloves	
		Product Type	Factor
		311-45.32	1.00
		611-45.30/32	1.00
		621-40.30	1.08
		621-45.30	1.08
		621-50.30	1.08
	Plant K	621-52.30	1.08
		621-55.30/32	1.08
	current chain speed 38Hz	661-40.30	1.08
		661-45.30	1.08
Unsupported gloves		661-50.30	1.08
		611.35.30	1.00
		611-45.30	1.00
	Plant L	661-40.29/30	1.13
		661-45.30/32	1.13
		661-50.30/32	1.13
		621-38.30	1.13
		621-40.30	1.13
	current standard cycle	621-45.30	1.13
	80 seconds	621-50.30	1.13
		621-52.30	1.13
		621-55.30/32	1.13

Factors for new products will be introduced as and when required

Factors may change with plant modification. Any such change would be notified to the Union.

#### **Eligibility**

- 1. Need to work for more than 15 days per calendar month.
- 2. Total equivalent production must be more than 150,000 of supported and 1,000,000 of unsupported pairs per month.

Subjected to change, based on operaional requirements

#### Productivity Bonus Scheme (Unspported)

Eligible Departments			
Plant K	_	Shift	
Plant L	-	Shift	
Production	-	General	
Compound	-	Shift	
Compound	-	General	
Quality Control	-	Shift	
Quality Control	-	General - LS	
Quality Control	-	TSP	
Former Mounting & Despatch			
Laboratory - Quality Assurance - Shift			

#### **Rate Table (Unsupported Glove Operation)**

Cumulative Grade I Production	Sorted Grade I Quantity (Pairs/month)	Productivity Bonus Factor
1,000,000	1st 1,000,000	0.15
1,100,000	Next 100,000	0.20
1,200,000	Next 100,000	0.30
1,300,000	Next 100,000	0.40
1,400,000	Next 100,000	0.60
1,450,000	Next 50,000	0.70
1,500,000	Next 50,000	0.80
1,550,000	Next 50,000	0.90

Cumulative Grade I Production	Sorted Grade I Quantity (Pairs/month)	Productivity Bonus Factor
1,600,000	Next 50,000	1.00
1,650,000	Next 50,000	1.20
1,700,000	Next 50,000	1.60
1,750,000	Next 50,000	1.20
1,800,000	Next 50,000	1.10
1,850,000	Next 50,000	0.90
1,900,000	Next 50,000	0.80
1,950,000	Next 50,000	0.70
2,000,000	Next 50,000	0.60

## **Productivity Bonus Scheme** Plant J [Supported Glove Plant] **Rate Table**

Scope

Plant J 4 groups **SG** Printing

#### **Incremental Rate Table**

Quantity	Productivity Bonus
(Pairs/month)	Factor
150,000	1.74
160,000	1.75
170,000	1.76
180,000	1.77
190,000	1.78
200,000	1.79
210,000	1.80
220,000	1.81
230,000	1.82
240,000	1.83
250,000	1.84
260,000	1.85
270,000	1.86
280,000	1.87
290,000	1.88
300,000	1.89

Quantity	Productivity Bonus
(Pairs/month)	Factor
310,000	1.90
320,000	1.91
330,000	1.92
340,000	1.93

For Shift Keyman - 1.15 times the rate derived from the above factor

#### Chlorination Keymen Productivity Bonus Scheme

#### Rate Table

Quantity	Productivity Bonus
(Pairs/month)	Factor
1,500,000	0.0081
1,600,000	0.0082
1,700,000	0.0083
1,800,000	0.0084
1,900,000	0.0085
2,000,000	0.0086
2,100,000	0.0087
2,200,000	0.0088
2,300,000	0.0089
2,400,000	0.0090
2,500,000	0.0091
2,600,000	0.0092
2,700,000	0.0093
2,800,000	0.0094
2,900,000	0.0095
3,000,000	0.0096
3,100,000	0.0097
3,200,000	0.0098
3,300,000	0.0099
3,400,000	0.0100
3,500,000	0.0101
3,600,000	0.0102
3,700,000	0.0103
3,800,000	0.0104
3,900,000	0.0105
4,000,000	0.0106

For Shift Keymen - 1.15 times the rate derived from the above factor

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