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PART I : SECTION (I) – GENERAL

Government Notifications

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THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Noritake Lanka Porcelain (Pvt) Ltd. No. 580, Negombo Road, Mabole, Wattala of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, No. 490/2, T. B. Jayah Mawatha, Colombo 10 and the Jathika Sewaka Sangamaya, No. 416, Kotte Road, Pitakotte of the other part on 25th of June, 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. 19 of 2012

COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT entered into on this 25th day of June Two Thousand and Twelve between Noritake Lanka Porcelain (Pvt) Ltd., a Company duly registered and having its registered office at No. 580, Negombo Road, Mabole, Wattala, (hereinafter referred to



as "the Employer") of the One part and between Sri Lanka Nidahas Sevaka Sangamaya, a Trade Union duly registered and having its registered office at No. 490/2, T. B. Jayah Mawatha, Colombo 10, and Jathika Sevaka Sangamaya, a Trade Union duly registered and having its registered office at No. 416, Kotte Road, Pitakotte, (hereinafter referred to as "the Unions") of the Other part.

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

Title : This Collective Agreement shall be known and referred to as the "Noritake Lanka Porcelain (Pvt) Ltd. - Collective Agreement 2012"

1. **Parties Covered and Bound.** - The terms of this Agreement shall cover and bind the Employer, the Unions and the members of the Unions employed on permanent monthly contracts by the Employer in the Manual/ Operative grades in the Company and are in employment at the time of signing of this Agreement.

2. **Date of Operation and Duration.** - This Collective Agreement shall be effective from the 1st day of April 2012 and shall continue to be in force unless it is terminated by either party giving One month's notice to the other party, in writing provided however, that no such notice shall be given by either party, prior to the 28 th day of February 2015 and such notice shall not take effect and this Agreement shall not stand terminated prior to the 31 st day of March 2015. Any notice given by a party prior to the 28th day February 2015 shall have no effect whatsoever.

3. This Agreement shall supersede and replace the provisions of all the Collective Agreements signed between parties prior to this Agreement coming into operation.

4. **Salary Increase** - 4 (a) The Employer agrees to revise the salaries of the Employees covered and bound by this Agreement in the following manner :

Service Period	1st year (01.04.2012- 31.03.2013)	2nd year (01.04.2013 - 31.03.2014)	3rd year (01.04.2014 - 31.03.2015)	Total
0-5 years	Rs. 350/-	Rs. 300/-	Rs. 250/-	Rs. 900/-
6-10 years	Rs. 650/-	Rs. 550/-	Rs. 550/-	Rs. 1,750/-
11-15 years	Rs. 1,050/-	Rs. 850/-	Rs. 800/-	Rs. 2,700/-
16-20 years	Rs. 1,050/-	Rs. 950/-	Rs. 950/-	Rs. 2,950/-
21-25 years	Rs. 1,050/-	Rs. 1,050/-	Rs. 950/-	Rs. 3,050/-
26 and above	Rs. 1,150/-	Rs. 1,050/-	Rs. 1,050/-	Rs. 3,250/-

(b) An employee's completed number of years of service as at 1st October 2013 will be taken into consideration in deciding the service period for the above salary increase.

(C) As notional arrears employees will receive a sum representing the amount added to the salary of each individual employee by virtue of clause 4 (a) hereof multiplied by three (Salary increase X 3). This lump sum payment by way of notional arrears will attract consequential payments such as Overtime, Provident Fund, Trust Fund etc. and the Employer agrees to pay the notional arrears to the employees on or before 31st August 2012.

5. **Cost of Living Allowance** - The employees covered and bound by this Agreement are presently entitled to receive a sum of Rs. 11,308/- per month as Cost of Living Allowance. The Employer agrees to add a sum of Rs. 42/- to the Cost of Living Allowance with effect from 1st July 2012. Thereafter, with effect from 1st April 2013, the cost of Living Allowance will be increased to Rs. 11,400/- (an increase of Rs. 50/-) and with effect from 1 st April 2014, the Cost of Living Allowance will be increased to Rs. 11,450/- by adding a further sum of Rs. 50/-.

6. The Unions, 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.

7. If during the continuance in force of this Agreement, the Government prescribes increases in salary by any written law, applicable to the Company, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement. However, if the Government recommends increases in wages, such recommendations will not be applicable to the employer and the Employees.

8. **Annual Increments.**— The annual incremental rates will be revised in the following manner. However, the increment date and the other criteria applicable for the granting of the annual increment at present will remain unchanged.

Current	New Rate
Rs. 40/-	Rs. 60/-
Rs. 50/-	Rs. 70/-

9. **Shift Allowance.**— The Shift Allowance will be revised in the following manner with effect from 1st July 2012.

Shift	Current	New
2 p.m. - 10 p.m.	Rs. 15/-	Rs. 20/-
10 p.m. - 6 a.m.	Rs. 25/-	Rs. 35/-

10. **Leave.**— The Leave entitlement for employees covered by this Agreement will be as per the leave granted at present which is stated in the letter of appointment.

11. **Suspension.** -

- (1) An employee may be suspended without pay by the Employer.-
 - (a) Pending an inquiry to be held by such Employer on a charge or charges of misconduct where such charge or charges may result in termination of the services of the Employee ;
 - (b) In order to avoid a breach of the peace or intimidation of witnesses or damage to property/ evidence or disturbance of the business of the Employer;
 - (c) As a punishment for misconduct for a period not exceeding Fourteen (14) working days after due 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 12 hereof.

12. **Disciplinary Procedure.**— Where the Employer proposes to proceed against an Employee then -

- (1) Irrespective of whether an Employee has been suspended under Clause 11 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 (03) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (2) Within three (03) clear working days after the date of the show cause notice, the employee shall furnish in writing to the employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the employer for an extension of time within which to furnish the written answer or explanation to 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 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. The Union can represent the Employee at the disciplinary inquiry.
- (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 only Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within Forty (40) 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 11 (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 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 inquiries that the outcome of such investigations or inquiries be awaited, then in either such circumstances, the employee may remain suspended without pay.
- (7) 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 Six months (6) 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 Employee / Union that in the circumstances of the case, the period of six months (06) days be extended for such further time as may be agreed.
- (8) An 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.
- (9) However, the above procedure may be changed or amended at the discretion of the Employer, depending on exceptional circumstances in consultation with the Unions.

13. The Employer, the Unions 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, other than by mutual agreement, and the Unions 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.

14. In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to resolve any such dispute 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 Unions/ Branch Committee/s to the Employer / and at least three weeks given for the employer to resolve the dispute.
- (b) In the event of non-resolution of the dispute at Stage (a) above, parties agree to meet at The Employer's Federation of Ceylon (EFC) in order to resolve such dispute within 14 days after such matter is referred to the EFC by the Parent Union.
- (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 Unions agree that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.
- (e) However, if in the opinion of the controlling body of the Unions, a dispute has been caused by an act of the Employer, which is *mala fide* or vindictive or calculated to threaten or undermine the existence of the Unions or is seriously detrimental to the interests of the Unions, Trade Union action may be resorted to by the Unions without following the procedure laid down above provided, however, that at least seven (7) days written notice shall be given by the Unions to the Employer and the Commissioner-General of Labour.

15. The terms and conditions presently applicable to the employees covered and bound by this Agreement will remain unchanged during the period of this Agreement.

In witness hereof, parties have set their hands on this 25th day of June, Two Thousand and Twelve at Colombo.



THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Polytex Garments Limited, Minuwangoda Road, Ekala, Ja-Ela of the one part and the Polytex Ekamuthu Sevaka Sangamaya, IPZ, Koggala, Habaraduwa of the other part on 09th February, 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.
02nd May, 2014.

Collective Agreement No. 06 of 2012**COLLECTIVE AGREEMENT**

THIS COLLECTIVE AGREEMENT made on this 09th day of February Two Thousand Twelve, to take effect from the 01st day of January Two Thousand Twelve, pursuant to the Industrial Disputes Act between Polytex Garments Ltd. having its registered office at Minuwangoda Road, Ekala, Ja-Ela, (hereinafter referred to as "the Employer" on the one part and the Polytex Ekamuthu Sevaka Sangamaya affiliated to the All Ceylon Federation of Free Trade Unions having its registered office at IPZ, Koggala, Habaraduwa (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 Polytex Garments Limited, Koggala, Collective Agreement of 2012.

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 Polytex Ekamuthu Sevaka Sangamaya affiliated to The All Ceylon Federation of Free Trade Unions, having its registered office at IPZ, Koggala, Habaraduwa, (hereinafter referred to as "the Union") on the other part on this 09th day of February Two Thousand and Twelve :-

WHEREAS, both parties had a series of discussions, 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 Koggala, parties have now 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 the Members of the Union engaged as Grade III & IV employees stipulated in the Wages Board for the Garment Manufacturing Trade and who have a permanent contracts of employment as at the date of this agreement in the Employer's Factory at Koggala.

2. **Duration of the Agreement.**— This Agreement shall take effect from the 1st day of January 2012 and shall, unless otherwise terminated by either party giving one month written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to the 30th November 2014, and the Agreement shall not stand terminated prior to the 31st day of December 2014.

3. **Revision of Salary.**— The salary revision shall consist of two components; the Non-Variable Component and the Variable Component which is linked to productivity.

(a) **Non - variable Component of Wage Revision :** Non Variable Component will be added to the Salary of each employee in the following manner:

First year - With effect from First Day of January, 2012	Rs. 1,200/-
Second year - With effect from First Day of January, 2013	Rs. 1,200/-
Third year - With effect from First Day of January, 2014	Rs. 1,300/-

- (b) **Variable Component of Wage Revision** : This Component shall be calculated as set out in Schedule I of this Collective Agreement and the Revisions so calculated will be added on to the salaries of employees covered and bound by this Collective Agreement with effect from 1st January 2013.

In addition, as a matter of good will, the Employer will make an *ex-gratia* payment of Rs. 2400/= (1200x2) to the employees. The *ex-gratia* payment will be made in the month of January/ February 2012. This *ex-gratia* payment will not constitute a part of an Employee's Salary for any purposes such as overtime, EPF, ETF, Shift allowance, bonus or such like.

An employee who is confirmed in employment during the year and who has completed one (01) year in service would be entitled to the immediately succeeding increase in the Salary.

4. 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 3 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.

5. Monthly Attendance Bonus :-

5.1 Monthly attendance bonus will be as follows ;

- (a) Employees who do not take any leave in the month will be entitled for Rs. 1,500
- (b) Employees who avail one day's approved leave per month shall receive Rs. 1,000

5.2 Employees who avail more than one day and up to two days of approved leave per month shall receive Rs. 500/- per month.

5.3 Employees who either avail more than two days of leave or are placed on 'No Pay Absence' shall not qualify for the attendance bonus.

5.4 Any employee who exceeds more than five days of late attendance or 60 minutes in total will not be entitled Rs. 1,500 of the attendances bonus instead they will receive Rs. 1,000

5.5 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.

5.6 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. 1,000/- as the bonus amount per month only for the qualifying month and Employees will enjoy the concession of taking one day of approved leave whilst enjoying Rs. 1,500 as the bonus amount per month only for the qualifying month.

5.7 On the 2nd (2013) and 3rd (2014) years of the operation, management will increase the existing attendance Bonus up to Rs. 2,000 and Rs. 500/- level attendance bonus will be eliminated. Hence the new three levels will be Rs. 2,000/-, Rs. 1,500/- and Rs. 1,000 on the same conditions.

6. Best Line Award .- Each month the best sewing line at the Koggala Factory will be selected and rewarded. Only the sewing line which achieves the highest efficiency level on SAH during a month will be selected and the award will be according to the efficiency level on SAH calculation (MTD) achieved as set out below :

6.1 Monthly Scheme :- The line which achieves the highest efficiency level during a month and

- (i) If the efficiency level is over 50% but below 55% on SAH calculation, (MTD) is shall qualify for an award of Rs. 20,000 per line for that particular month only or
- (ii) If the highest efficiency level achieved during a month is above 56% but below 60% on SAH calculation, (MTD) it shall qualify for an award of Rs. 25,000/- per line for that particular month only or

- (iii) If the highest efficiency level achieved during a month is above 61% but below 65% on SAH calculation, (MTD) it shall qualify for an award of Rs. 30,000 per line for that particular month only or
- (iv) If the highest efficiency level achieved during a month is above 66% and below 75% on SAH calculation, (MTD) it shall qualify for an award of Rs. 40,000 per line for that particular month only or
- (v) If the highest efficiency level achieved during a month is above 75% on SAH calculation, (MTD) it shall qualify for an award of Rs. 50,000 per line for that particular month only.
- (vi) In addition to selecting the best sewing line, any sewing line that achieves efficiency levels of 65% or above on SAH calculation (MTD) during a month shall be entitled to a reward of Rs. 30,000/- per line for that particular month only.

It should, however, be noted that one sewing line shall be entitled to only one of the awards mentioned above, during a qualifying month.

6.2 Annual Scheme:-

- (i) One (01) sewing line which has maintained a Year to Date (YTD) efficiency level of 60% or above on SAH calculation, shall be selected as the best performer for the year and shall qualify for the Best Performing Sewing Line Award of Rs. 50,000/-.
- (ii) It should be noted that in selecting the above award winners, the present selection criteria will also apply in addition to the SAH Calculation as stipulated above.

7. Transport for Employees.-

- 7.1 If the entire factory achieves performance levels of 60% efficiency on SAH calculation in the previous year, transport shall be arranged from the 1st January of the following year to places where there is a minimum of 20 employees who require the facility.
- 7.2 If the factory achieves 70% efficiency on SAH calculation in the previous year, transport will be provided free of charge from 1st January in the following year up to 31st December of the same year to places where there is a minimum of 20 employees who require the facility.
- 7.3 If they do not meet above criteria on SAH in paragraph 7.2 it is agreed that the employee will bear 25% of the cost that would be incurred in providing this facility.

8. **Annual Bonus** :- The company will continue to make payment of the annual bonus of two months as per existing criteria. The wage increase coming into effect from 01.01.2012 shall be considered for the April 2012 Bonus payment.

9. **Performance Bonus**.- The existing Performance Bonus scheme shall remain in force for the duration of the collective agreement.

10. **Union Facilities**.- The management shall continue to provide the following facilities, which have been provided to the Union.

- (i) The Employer agrees to grant the facility of union subscription dues 'check off' to the Union in respect of its members subject to request forms being submitted by the employees concerned.
- (ii) The Employer agrees to provide a notice board on the understanding that all notices which are to be displayed will have to be approved by the Employer.
- (iii) Duty leave of 1/2 day will be granted to ten members of the Branch Committee to attend to the Committee Meetings of the Union once a month or duty leave of one (1) day will be provided to 5 members of the branch committee to attend the meetings. Provided however, 3 days prior notice will have to be given to the Employer in this regard.
- (iv) The branch union may have union committee meetings in the company canteen. However the branch union will have to notify the employer in advance and obtain prior permission in this regard. The committee meetings will be held after normal working hours.
- (v) The employer further agrees to provide a document cabinet for the use of branch committee.

- (vi) The committee members will be granted three days (03) annually to attend educational training programs subjected a maximum of six (06) at a given time. The union is required to give at least one week notice for this purpose.
- (vii) The employer further agrees to grant permission to hold educational programs at the company canteen after working hours provided a written notice in advance (3 days) is given to the management and permission obtained.

11. **Variation of terms and conditions.** - 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.

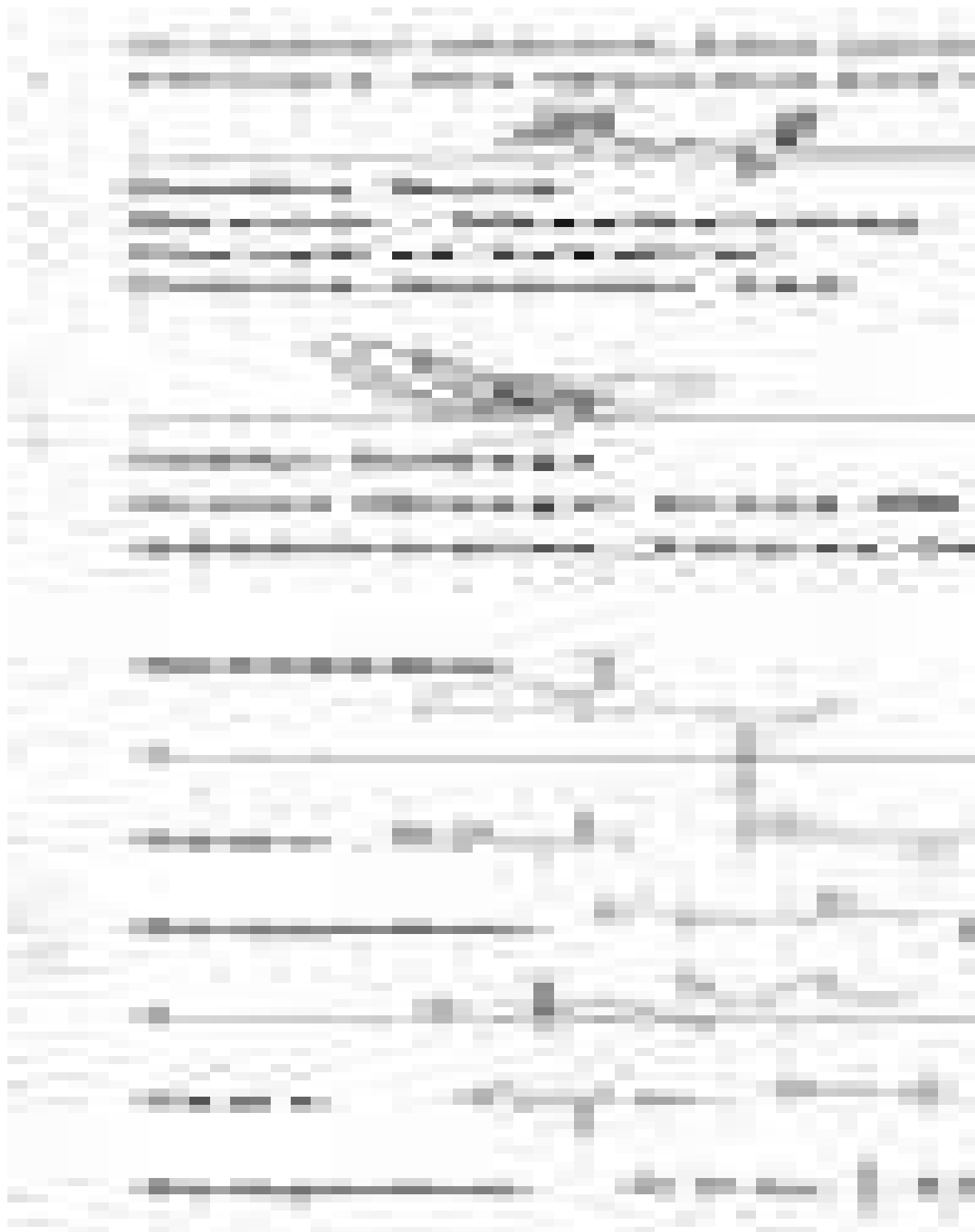
12. **Dispute Resolution** .- The union and the employees further agree that in the event of any industrial dispute that may arise during the course of this agreement, the following procedure shall be complied with :

- (i) The branch committee of the union will initially raise the dispute with the manager directly concerned and thereafter, if necessary with the general management for resolution.
- (ii) In the event of no satisfactory resolution after discussion with the employer, the branch committee will refer the matter to the union and the union will raise it with the employer direct or through the Employer's Federation of Ceylon for resolution through discussions.
- (iii) In the event of no satisfactory resolution after discussions in term of (ii) above, the union or the employer may seek the intervention of the department of labour under the provisions of Industrial Dispute Act for conciliation.

The union and the employees undertake that they shall not resort to any form of trade union action without having complied with the procedural steps in terms of (i), (ii) and (iii) above and in the event of any trade union action thereafter, they shall give at least 14 days notice to the employer.

13. The union and the employees agree with the employer that they shall not up to 31 st December 2014 raise any further issues/ demands with regard to employee wages, bonuses, awards or any other monetary benefits and shall not resort to any form of trade union actions on such matters and any other matters which is covered by this agreement.

14. It is hereby agreed between parties that there is an understanding with regard to transferability of employees from one line to another according to operational requirements.



SCHEDULE I

