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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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No. 2347/05 – MONDAY, AUGUST 28, 2023

(Published by Authority)

PART I: SECTION (I) – GENERAL
Government Notifications

My No.: CI/113.

THE INDUSTRIAL DISPUTES ACT – CHAPTER 131

THE Collective Agreement entered into between Ceylon Cold Stores PLC, No. I 17, Sir Chittampalam A Gardiner Mawatha, Colombo 02 of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 15th March, 2022 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
16th August, 2023.



Collective Agreement No. 22 of 2022

This Collective Agreement made on this Fifteenth day of March Two Thousand and Twenty Two pursuant to the provisions of the Industrial Disputes Act, between Ceylon Cold Stores PLC, a Public Limited Liability Company duly registered in Sri Lanka, PQ 4, and having its registered office at No. I 17, Sir Chittampalam A Gardiner Mawatha, Colombo 02 (hereinafter referred to as "the Employer") .

of the one part

and

The Inter Company Employees Union, a Trade Union duly registered under the Trade Unions Ordinance in Sri Lanka having its registered office at No. 10, Council Lane, Dehiwala (hereinafter sometimes referred to as "the Union).

of the other part

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

PART I

1. **Employer to be Bound.**- This Agreement shall bind Ceylon Cold Stores PLC at whose work places members of the Union are employed in a Manual or Labouring capacity in the Engineering Trade, Motor Transport Trade, Ice and Aerated Water Trade, and all other trades in the classes grades or having the skills enumerated in Schedule I and I (A) hereto at the production facilities currently functioning at Ranala (the "Facilities").

2. **Employees to be Covered And Bound.**- This Agreement shall cover and bind the members of the Union who are employed by the Employer on permanent contracts of employment in a Manual or Labouring capacity in the Engineering Trade, Motor Transport Trade, Ice & Aerated Water Trade, and all other trades in the classes grades or having the skills enumerated in Schedule I and I (A) hereto at the production facilities currently functioning at Ranala (the "Facilities"). Such employees will hereinafter be referred to as "Employees", as the context so requires. Provided however the provisions of this agreement will not apply to any new employee recruited to a new factory set up by the Employer elsewhere in the future.

Notwithstanding the entering into this agreement the provisions of the Memoranda of Understanding entered into between the Union and the Company on 17th May 2006 and 13th October 2009 relating to the Soft Drinks Factory, Ranala and 25th May 2011 relating to the Ice Cream Production Department, Ice Cream Engineering Department, Old Cold Room adjacent to the Ice Cream Production Department, Ice Cream Raw/ Packing Material Stores, Essence Factory and Quality Assurance & Research and Development Department will continue to be applicable to the Employees who are covered and bound by the said Memoranda of Understanding .

Accordingly, the provisions of the said MOUs will be regarded as part and parcel of this agreement in respect of such employees.

3. **Earlier Collective Agreement.**- The provisions of this Agreement shall supersede and replace all terms, which have applied in the past in terms of any Collective Agreement entered into by the Employer.

4. **Date of Operation and Duration.**- This Agreement shall be effective as from the 1st day of August 2021 and shall continue to be in force unless determined otherwise by either party with three month's notice in writing to the other, subject to the following provisions :

- 4.1 That one party hereto shall not give such notice to the other party before 1st May 2024, and such notice shall not expire before the 31st July 2024.
- 4.2 That in the event of a material variation in par value of the Sri Lanka rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month 's notice in writing to the other in terms of the Industrial Disputes Act.

4.3 The Employer agrees to make a lump sum payment as notional arrears in view of the delay in signing the Collective Agreement.

5. **General Terms and Conditions of Employment.**— During the continuance in force of this Agreement, the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer and an Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

6. **Probation.**— Every Employee recruited by the Employer shall serve a period of probation of not more than six (06) months, provided however, that if during the six (06) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (03) months and in that event, the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation, the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer, the Employee shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation as the case may be ended.

7. **Attendance.**—

7.1 Unless otherwise specifically instructed by the Employer an Employee shall present himself for work on every day (other than a holiday) at the designated starting times, starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.

7.2 If, at a store, factory, mill or job, work is temporarily not available for an Employee in his own occupation, he shall be deemed to be ready and willing to

Perform work within his capacity and skill in any other occupation at any other work site of the Employer where work is available.

7.3 Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

8. **Hours Of Work.**— The normal working hours shall be those hours which are customarily worked by the Employees and shall include shift work arrangements as may be operated subject to work exigencies. The work arrangements are also subject to the written understandings (reference CI/113/2004) reached between the Employer and the Union on 19.02.2004 before the Commissioner of Labour (Industrial Relations) and the Memoranda of understanding reached between the Employer and the Union on 17 May 2006, 13 October 2009 and 25th May 2011 at the Employers' Federation of Ceylon.

9. **Deduction of Wages.**— Unless for good cause shown to the satisfaction of the Employer, an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

10. **Overtime.**—

10.1 If required and authorized by the Employer, an Employee shall work reasonable overtime on the normal working day as well as on the short working day. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the Employer, shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.

10.2 Overtime work, (*i.e.* work performed in excess of normal working hours) shall be remunerated at one and one-half (1.5) times the normal hourly rate ascertained in accordance with the provisions of Clause 21.1 hereof.

11. Weekly Holidays.-

11.1 In respect of each week, every Employee shall be allowed a holiday in that week as the weekly holiday. Provided, however, that if any Employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 21 .2 hereof.

11.2 In computing the period of twenty-eight (28) hours referred to in Sub - clause 11 .1 the Employer shall include -

11.2.1 Every holiday allowed by the Employer to the worker as annual holiday,

11.2.2 Every Statutory and Customary Holiday granted by the Employer in terms of Clause 13 hereof, and

11.2.3 Every day's absence on any ground approved by the Employer.

11.3 The Employer may employ any Employee on his weekly holiday subject to the following conditions:

11.3.1 A day within the six days next succeeding such weekly holiday shall be allowed to that employee, as a holiday with remuneration. Provided, however, that if any Employee who is employed on his weekly holiday is liable to forfeit, and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in Sub-clause 11.1, then and in such event that employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of Clause 21.2 hereof in respect of the holiday which shall be allowed to that Employee within six (06) days of that weekly holiday. Provided further that in respect of not more than two (02) such weekly holidays in any one calendar month, the Employer may with the consent of the worker -

11.3.1.1 instead of allowing an alternate holiday within six (06) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage, as aforesaid pay him one day's wage computed in accordance with the provisions of Clause 21.2 hereof in lieu of such alternate holiday, or

11.3.1.2 In case that an employee is entitled to an alternate holiday within six (06) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit, and the Employer shall be entitled to deduct a day's wage as aforesaid from that employee on the alternate holiday.

11.3.2 that in respect of work done on such weekly holiday the Employee shall be paid as remuneration:

11.3.2.1 One and half (1.5) times the normal hourly rate ascertained in accordance with the provisions of Clause 21.1 hereof for the number of hours worked during the first nine (9) hours (exclusive of one hour for a meal), and

11.3.2.2 At double the normal hourly rate, ascertained accordance within the provisions of Clause 21.1 hereof for each subsequent hour of work.

12. Annual Holidays.- Annual Holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Board. Provided, however, that if an Employee is not covered by the decisions of any Wages Board annual holidays shall be allowed to that Employee in accordance with the decisions of the Wages Board for the Ice and Aerated Water Trade.

13. Statutory Holidays.-

13.1 Statutory Holidays shall be allowed to an Employee in accordance with the decisions of the relevant Wages Board, provided however, that if an Employee is not covered by the decisions of any Wages Board holidays shall be allowed to that Employee in accordance with the decisions of the Wages Board for the Ice and Aerated Water Trade.

- 13.2 The Employer will be entitled if the occasion warrants to require an Employee to work on a statutory holiday in which event that Employee will be employed on that statutory holiday in accordance with the decisions of the relevant Wages Board . Provided however, that if an Employee is not covered by the decisions of any Wages Board statutory holidays shall be allowed to that Employee in accordance with the decisions of the Wages Board for the Ice and Aerated Water Trade.
- 13.3 If any statutory holiday to which an Employee is eligible under the provisions of Sub-clause 13.1 falls on a weekly holiday, a day either in the six (06) days immediately preceding or in the six (06) days immediately succeeding such public holiday shall be granted to the Employee as a weekly holiday in accordance with the provisions of Clause 13.2 hereof.
- 13.4 If any statutory holiday to which an Employee is eligible under the provisions of Sub-clause 13.1 falls on a short working day, the number of hours constituting the normal working day (exclusive of one hour for a meal) on the day immediately preceding such public holiday shall be five (5) hours.

14. Statutory & Customary Holidays.-

14.1 The following holidays shall be allowed each year as paid holidays:

- 14.1.1 New Year's Day
- 14.1.2 Thai Pongal Festival Day
- 14.1.3 Independence Day
- 14.1.4 Sinhala & Tamil New Year (Two Days)
- 14.1.5 Good Friday
- 14.1.6 May Day
- 14.1.7 The day following Wesak
- 14.1.8 Prophet Mohamed's Birthday
- 14.1.9 Christmas Eve (Half Day)
- 14.1.10 Christmas Day
- 14.1.11 Boxing Day

14.2

- 14.2.1 If any of the above days is a statutory holiday and if it falls on a weekly half holiday, an additional half holiday shall be granted on the working day immediately preceding it; and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in the six (06) days preceding or in the six (06) days succeeding such weekly full holiday. No substitute holiday shall be allowed for any day specified above, which is not a statutory holiday, if such day falls on a weekly half holiday or a weekly full holiday.
- 14.2.2 If any of the above days is a statutory holiday and some other day not specified above is declared a statutory holiday in substitution for such day, then such day shall be treated as a normal working day.

15. Casual Leave.-

- 15.1 In respect of each year of employment during which an Employee whose salaries are governed in terms of schedule I & I (A) hereof has been continuously in employment that Employee shall be entitled to take on

account of private business or other reasonable cause including ill health if that Employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as "Casual Leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration provided however, that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further, that any Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of an Employee's first year of employment including any period of probation he shall be entitled to casual leave for that year computed on the basis of one day for each complete period of two month's service.

- 15.2 Casual Leave will normally be granted on application without the Employee being required to state the reason for the application. Where the Employer finds it difficult to grant an application for casual leave, his difficulty shall be notified to the Employee as soon as possible after the application is made, and in such case, the Employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant him casual leave.

16. Sick Leave.-

- 16.1 In any year an Employee shall be entitled to sick leave not exceeding twenty- one (21) days, provided that:
- 16.2 His illness is supported by a certificate from a registered medical practitioner (unless waived by the Employer), and
- 16.3 The Employee shall not be on probation within the meaning of Clause 6 hereof. Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (06) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine (9) months' probation.
- 16.4 The provisions of clauses 16.1, 16.2 and 16.3 above shall not be applicable to new recruits employed after 01 April 2010.

17. Conversion to the salary scale set out in Schedule I

- 17.1 With effect from 15th day of March Two Thousand & Twentytwo, Employees covered and bound by this Agreement shall be paid salaries in accordance with the salary scales set out in Schedule 1 hereof and accordingly the annual increments payable to Employees shall be in terms of these scales. The salaries have been consolidated considering all statutory and other allowances due as at date hereof. This will only apply in the first year.
- 17.2 To ascertain the stage on which an Employee will be placed in the first year *i.e* with effect from 15th day of March 2022, on the salary scale set out in Schedule 1 hereof, the following method of conversion shall apply.
- 17.2.1 A sum equal to 8 % of the salary payable to an employee as at 28th of February 2022 shall be added to the salaries of Employees who were recruited before 1st April 2010 and covered and bound by this Agreement as at the date of signing this agreement. The adjusted salary will take effect from 15th March 2022.
- 17.2.2 A sum of Rupees and Four Thousand Five Hundred only (Rs.4.500/-) shall be added to the salaries as at 28th February 2022 of New recruits who are employed after 1st April 2010 and who are in permanent employment as at the date of signing of this agreement and covered and bound by this agreement and will be placed on the salary scale set out in Schedule 1 (A) with effect from 15th March 2022,
- 17.2.3 Arising from the aforesaid adjustments the employees who were recruited before 1st April 2010 shall thereafter be placed on the corresponding point in the grade applicable to them in the salary scales set out in Schedule I hereof or in the event of there being no corresponding point on the next higher point in monetary terms in the said grade and the scale.

- 17.2.4 With effect from 1st April 2022 the Employer will increase the monthly salaries of employees who were recruited before 1st April 2010, covered and bound by this Agreement by a sum equal to 6% of the monthly salary payable to each employee as at 31st March 2022 and thereafter place on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
- 17.2.5 With effect from 1st April 2022, a sum of Rupees Four Thousand Five Hundred only (Rs 4500/-) shall be added to the salaries as at 31st March 2022 of new permanent recruits who are employed after 1st April 2010 and will be placed on the corresponding point in the grade applicable to them in the salary scales set out in Schedule I (A) hereof or in the event of there being no corresponding point on the next higher point in monetary terms in the said grade and the scale.
- 17.2.6 With effect from 1st April 2023 the Employer will increase the monthly salaries of employees who were recruited before 1st April 2010, covered and bound by this Agreement by a sum equal to 6% of the monthly salary payable to each employee as at 31st March 2023 and thereafter place on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in Schedule I hereof or the grade applicable to such employee.
- 17.2.7 With effect from 1st April 2023, a sum of Rupees Four Thousand Five Hundred only (Rs 4500/-) shall be added to the salaries as at 31st March 2023 of new permanent recruits who are employed after 1st April 2010 and will be placed on the corresponding point in the grade applicable to them in the salary scales set out in Schedule I (A) hereof or in the event of there being no corresponding point on the next higher point in monetary terms in the said grade and the scale
- 17.2.8 If and when an employee completes a 5 year period of continuous employment, an employee shall be entitled to receive a salary increase by way of a fixed number of increments on the scale applicable to him totaling to a sum of Rs.100/= up to the 25th year. In the event of a fixed number of increments not totaling to Rs.100/=, the amount shall be the figure immediately higher to Rs.100/= on a fixed number of increments. For example, if the salary scale provides for increments of Rs.45/-, such employee shall receive an increase of $Rs.45 - \times 3 = Rs. 135/-$. The employee shall thereafter be placed on the corresponding point in the salary scale and grade applicable to him.
- 17.2.9 Upon the completion of 30 years in employment an employee shall be entitled to receive a salary increase by way of a fixed number of increments totaling to the value of Rs.250/-. In the event of a fixed number of increments not totaling to Rs.250/, the amount shall be the figure immediately higher to Rs.250/- on a fixed number of increments.
- 17.2.10 Salaries of new recruits employed after 1st April 2010 into the categories that are covered and bound by this agreement by the Employer shall be governed in terms of the salary Scales set out in schedule I (A) hereof.

18. The Employer agrees to make the following payments in lieu of consolidating wages based on cost of living and Non-recurring cost of living gratuity (NRCLG) in addition to the revision of salaries as set out above.

- 18.1 To add a sum of Rupees One Thousand (Rs.1,000/-) into salaries of employees who were recruited before 1st April 2010 and covered and bound by this agreement as at the date of signing this agreement, prior to the revision of salaries as set out in clauses 17.2.1 , 17.2.4 and 17.2.6 above . Accordingly, the payment will be made as follows;

18.1.1 of April 2022 - Rs.1,000/-

18.1.2 of April 2023 - Rs.1,000/-

18.1.3 of April 2024 - Rs.1,000/-

New recruits who are employed after 1st April 2010 will not be entitled to this payment.

18.2 To make a Lump sum payment of Rupees Twenty-Five Thousand (Rs.25,000) to Employees who were recruited before 1st April 2010 and covered and bound by this Agreement as at the date of signing of this agreement based on the following;

18.2.1 May 2022 - Rs.25,000/-

18.2.2 May 2023 - Rs.25,000/-

18.2.3 May 2024 - Rs.25,000/-

New recruits who are employed after 1st April 2010 will not be entitled to this payment.

18.3 These payments shall not attract consequential benefits such as Provident Fund, Trust Fund, Gratuity, Overtime or any other similar payments.

19. Bonus.-

19.1 Subject to what is stated at sub clauses 19.1.2 and 19.1.3 hereunder. the Employer will during the continuance in force of this agreement pay subject to prevailing practice, Employees covered and bound by this Agreement who have completed twelve (12) months continuous service in the Company on the date of such Bonus payment and are in employment on such bonus calculated in terms of the under noted formula.

FORMULA

A sum equivaent to 3 months (three months) of the annual salary paid to an Employee during the relevant financial year, *i.e.* from 1st April to 31st March, for which such bonus is declared.

19.1.1 The full amount due on this formula to each Employee will be paid in two equal installments in the months of December and April. For example, in respect of the financial year I st April 2021 to 31st March 2022, the payment of bonus will be made in the months of December 2021 and April 2022.

19.1.2 This payment will be extended on a pro-rate basis to any Employee who has retired on reaching the age of retirement or dies during the period for which the bonus is declared. In the case of the latter the payment will be made to the legal heirs.

19.1.3 In the case of an Employee confirmed in employment after the successful completion of a period of probation, the employer will extend to him a prorated bonus payment notwithstanding such Employee having served less than 12 months.

19.1.4 In respect of the financial years 01 April 2021 to 31 March 2022, 1st April 2022 to 31st March 2023 and 01st April 2023 to 31st March 2024, the Employer will, taking into account the performance of the Company in such financial years, consider the grant of an ex-gratia payment equal to half months' salary per employee, after the end of such financial years. In the event the Company decides to make such a payment, it is agreed that it would be paid on 30th May.

20. Profit Share Scheme (PSS).-

20.1 It is agreed that the Employer shall implement the following Profit Share Scheme (PSS) with effect from the date of signing this agreement for the financial years 2021/22, 2022/23 and 2023/24 subject to the conditions stipulated below . Payments under this scheme shall not attract consequential benefits such as Provident Fund, Trust Fund, Gratuity, Overtime or any other similar payments.

20.2 The profit share due to employees covered and bound by this agreement shall be ascertained based on the Profit After Tax (PAT) as per Audited Accounts of the year preceding the payment after adjusting for the following items in the respective financial years it may arise.

- 20.2.1 Sale of Land and buildings
- 20.2.2 Sale of investments
- 20.2.3 Impact due to revaluations
- 20.2.4 VRS payments
- 20.2.5 Compensation received from suppliers of machinery and equipment for late delivery and or for non performance or delay.
- 20.2.6 One off impairment of equipment, including bottles due to discontinuation.
- 20.2.7 Any other payment received by the Company outside its normal trading activities.

20.3 The following table shall be applied to determine the quantum due to an employee.

| PAT Adjusted as set out in 20.2 above | Profit Share |
|---|--------------|
| From Rs. 30 I Million to Rs.400 Million | Rs. 5,000/ |
| From Rs. 401 Million to Rs.500 Million | Rs. 15,000/ |
| From Rs. 50 I Million to Rs.700 Million | Rs. 25,000/ |
| From Rs. 701 Million to Rs.900 Million | Rs. 30,000/ |
| From Rs. 901 Million to Rs.1,000 Million | Rs. 35,000/ |
| From Rs. 1,001 Million to Rs.1,200 Million | Rs. 40,000/ |
| From Rs. 1,201 Million to Rs.1,400 Million | Rs. 45,000/ |
| From Rs. 1,401 Million to Rs.1,600 Million | Rs. 50,000/ |
| From Rs. 1,601 Million to Rs. 1,800 Million | Rs. 55,000/ |
| From Rs. 1,801 Million to Rs. 2,000 Million | Rs. 60,000/ |
| From Rs. 2,001 Million to Rs.2400 Million | Rs. 65,000/ |
| Over Rs. 240 I Million | Rs.70,000/- |

20.4 Employees will not be eligible for PSS on a pro-rated basis.

For e.g. If the Company were to achieve an adjusted PAT of Rs.320 million, an employee will be paid Rs.5,000/-.

20.5 It is the intention of parties continue the Profit Share Scheme and requisite revisions to the PSS shall be made with the concurrence of the Union.

20.6 Payment under the PSS, if eligible to pay, and the sum set out in 18. 2 will be made on or before 31st May every year.

21. Wages For Periods Less Than One Month.-

For the purpose of this Agreement the wages of any Employee for periods less than one month shall be computed in the manner following:

21.1 For one hour -the monthly wage divided by two hundred and forty (240).

21.2 For one day - the monthly wage divided by thirty (30).

21.3 For one-half - a days wage ascertained as above divided by two (2) (either morning or afternoon).

21.4 For one week -a day's wage ascertained as above multiplied by seven (7).

22. **Provident Fund:-** The Employer shall contribute to the Provident Fund 125% of the Employees' monthly salary and the Employee shall contribute like sum to the Fund. The rates of contribution are liable to change subject to the requirements of the Employees' Provident Fund Act, No. 15 of 1958.

23. **Annual Increments.**- The annual increments provided in each of the scales of consolidated wages in the Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency including irregular attendance or punctuality or disciplinary action on account of serious misconduct an increment is suspended, stopped, deferred, in which case where an increment is-

23.1 deferred, the loss of increment shall be continuous throughout the year;

23.2 stopped, the loss of increment shall only be for the period of stoppage during the year;

23.3 suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the Employee concerned. Deferment, stoppage or suspension of an increment shall only be affected in cases where the employee has been notified in writing of a complaint against such Employee and has been found guilty after due inquiry of inefficiency fraud or misconduct, which in the circumstances does not merit termination of employment.

24. **Warnings.**- If in the opinion of the Employer, an offence warrants a warning, the same shall be conveyed to the Employee by a letter, a duplicate of which shall be signed by the Employee. If the Employee refuses to sign the duplicate, the warning may be given to the employee orally by the employer in the presence of two witnesses and the fact that such written warning was refused to be taken by the Employee shall be recorded.

25. Suspension

25.1 An Employee may be suspended without pay by his employer:-

25.1.1 pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal.

25.1.2 in order to avoid a breach of peace or damage to the property or disturbance of the business of the Employer.

25.1.3 as a punishment for misconduct for period not exceeding fourteen (14) working days after due inquiry.

25.2 At the time of suspension under Sub-clause 25.1. or within twenty four (24) hours thereof the Employer shall provide the Employee with written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 26 hereof.

26. **Disciplinary Action.**- Where the Employer proposes to proceed against an employee then-

26.1 irrespective of whether an Employee has been suspended under clause 25 hereof or not, the Employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such Employee and such show cause notice shall give the Employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.

26.2 within three (3) clear working days after the date of the show cause notice, the Employee shall furnish in writing to the Employer the answer or explanation to the charge or charges preferred against such Employee. Provided however, that if in the circumstances, it is reasonable, the Employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an Employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.

26.3 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.

- 26.4 If the Employer is not satisfied with the written answer or explanation of the Employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.
- 26.5 After holding such inquiry the Employer shall notify the Employee of the findings of each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the Employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the Employee in respect of such charges shall be drawn from such charges.
- 26.6 If the Employee is under suspension and the Employer after such inquiry makes order that —
- 26.6.1 The Employee shall not be dismissed then the Employee shall resume employment forth with and shall, subject to the provisions of Sub - clause 25.1 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 ;
- 26.6.2 the Employee shall be dismissed, then 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;
- 26.6.3 in veiw 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 has been previously referred to the Police or any other authorities for investigation or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the Employee may remain suspended without pay.
- 26.7 If in any case where an employee is suspended as provided for herein, the Employer fails to make an Order under paragraphs 26.6.1 to 26.6.3 of the preceding Sub - clause for any reason other than that of the Employee's own seeking within thirty (30) working days from the date of the Employee's suspension, the Employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraphs 26.6.1 to 26.6.3 of the preceding Sub - clause, irrespective of the outcome of the inquiry.
- 26.8 In any case where an Employee is suspended as provided herein, the Employer shall make an order under paragraphs 26.6.1 to 26.6.3 of Sub -clause 26. 6 within ninety (90) days of the date of suspentsion of the Employee unless he is prevented from so doing by reason of the Employee's own seeking or for reasons beyond the control of the Employer or it is agreed between the Employer and the Union that in the circumstances of the case the period of ninety (90) days be extended for such further time as may be agreed.
- 26.9 An Employer shall not be required to hold an inquiry as referrd to in Sub - clauses 26.4 and 26.5 hereof where the Employer proposes to warn the Employee of where the Employee admits to the charge or charges. Provided however, that if the Union disputes the warning or punishment imposed on the Employee by the Employer and requests the holding of an inquiry the Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the Employee's explanation shall not be material or relevant.

27. Retirement.-

27.1 In accordance with the existing practice, an Employee on reaching the age of sixty years (60) shall *ipso facto* retire and cease to be an Employee by the Employer and there shall be no obligation on the Employer to give the Employee notice of such retirement. Provided however, that if an Employee is found medically, physically unfit before he reaches the age of sixty (60) years, his services shall be terminated at that stage.

28. Termination of Service.-

28.1 Every contract whether oral or written, for the hire of any Employee by the Employer except for work usually performed by the day, or by the job, or by the journey, shall (subject to the provisions of Clause 6 of Part I hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one (1) month and to be renewable from month to month and shall be deemed and taken in law to be so renewed, unless one month's notice be given by either party to the other of his intention to determine the same and such month has expired.

28.2 Where an Employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period or on the failure of the Employee to complete the job within a reasonable time.

29. Union Recognition.- The Union shall be competent to make representations on behalf of any of its members who are employed in any workplace of the Employer bound by this Agreement. In regard to issues of general application or the effect of principles such as matters affecting general terms and conditions of employment either in that work place or the trade as a whole the following provisions shall apply:

29.1 When the Union is representative of not less than forty percent (40%) of the workers whose membership subscriptions is not in arrears the employer will recognize that Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percent (40%) of such workers the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Unions competent to make general demands by virtue of the requisite membership and not separately with each such Union.

29.2 As the Employer carries on more than one type of business and has more than one workplace and if the claim or matter is restricted to one type of business or one work place but is applicable or capable of being applicable to other workers in the service of the Employer, the competence of the Union to make such claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proportion to the total number of workers in the categories covered by this Agreement.

29.3 If it becomes necessary to decide the question whether at the establishment of the Employer, the Union is competent to make general claims or raise general matters the same shall be determined by a referendum which shall be held by the Department of Labour and the result of such referendum shall be binding on the parties hereto.

30. Dispute Procedure.-

30.1 In the case of a dispute unrelated to current work arrangements and which is not matter covered by the Collective Agreement, the Union shall submit the dispute on behalf of its members to the Employer and give the Employer at least ten (10) days time within which to reply. If in the Union's opinion the Employer's reply is unsatisfactory, the Union and the Employer shall enter into discussions with a view to reaching a settlement.

30.2 If such dispute still remains unresolved the Union and the Employees covered and bound shall seek to have such dispute resolved with the intervention of the Employers Federation of Ceylon (EFC).

- 30.3 When parties conclude that negotiations in terms of the above clauses have been abortive they shall ask the Department of Labour to intervene to arrange for conciliation to settle the dispute. If conciliation does not bring about a settlement the Parties agree to have such dispute settled through voluntary arbitration.
- 30.4 Neither party to this Agreement nor any person on behalf of a party shall instigate, support or engage in any activity that would either undermine the existence of the union or disrupt operations of the company during the period of this Agreement.

31. **Trade Union Action.**— The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action against the employer in respect of any dispute between the Employer on the one hand and the Union and/or its members and/or any Employees covered and bound by this Agreement on the other hand whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of an employer, which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/or its members or grossly unfair or seriously detrimental to the interest of the Union and/ or its members. Provided however, that at least seven(7) days notice in writing shall be given by the Union to the Employer and the Commissioner of labour before the date of commencement of any intended strike or other form of trade union action consequent to an act of an employer which in the opinion of the controlling body (by whatsoever name called) of the Union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interest of the Union and/or its members.

32. **Benefits/Concessions.**— A list of Benefits/Concessions including the basis of payment of the Attendance/Punctuality Bonus is set out in Schedule II hereof.

33. **Variations of Terms and Conditions of Employment Benefits.**—

- 33.1 The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the Employees covered and bound by this Agreement other than by mutual Agreement.
- 33.2 The Employer agrees with the Union and its members and the Employees covered and bound by this Agreement that he shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees covered and bound by this Agreement other than by mutual Agreement.
- 33.3 Any dispute or difference arising from negotiation under the provisions of sub-clause 33.1 or 33.2 may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

PART II

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

1. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice .

- 1.1 The Employer will subject as hereinafter provided, allow a member of the union in the employment of the employer (hereinafter referred to as “Observer”) to be present as an Observer without loss of wages for absence from work.
- 1.2 If the Employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.

- 1.3 An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or other wise partake in the inquiry.
- 1.4 The person who conducts an inquiry shall be entitled to require an Observer who obstructs such inquiry, in any manner whatsoever to withdraw there from and an Observer shall forthwith comply with such requirement.
- 1.5 The absence of an Observer from the whole or part of an inquiry for any reasons whatsoever shall not vitiate such inquiry, nor the proceedings threat, nor the findings pursuant thereto.

2. Union Meetings.- The following provisions shall apply to meetings of the Unions -

- 2.1 In respect of each meeting, the Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- 2.2 If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under - noted conditions-
 - 2.2.1 that no person other than an Employee who is a member of the union in the service of the Employer shall be present at a meeting of such Union;
 - 2.2.2 On occasions such as the Annual General Meeting of the Union, authorised officials of such Union may with the prior approval of the Employer, attend;
 - 2.2.3 Fix a time limit within which a meeting of the Union shall be conducted or adjourned.
- 2.3 It shall be the duty of the Union and its Officials to ensure that the terms on which permissions to hold a meeting of the Union is granted are duly complied with.
- 2.4 It shall be the duty of the Union and its officials to ensure that no damage is caused in the course of or in connection with the meeting of the Union to the Employer's property or any other persons at the Employer's premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

3. Duty Leave.-

- 3.1 The following provisions shall apply to duty leave -

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

- 3.1.1 to be present at conferences, held under the aegis of the Employers' Federation of Ceylon or the Department of Labour, in connection with a dispute between the Employees and the Employer,
or
- 3.1.2 to attend inquiries before Industrial Court, Arbitrators or Labour Tribunals or Department of Labour without loss of wages for such absence.
- 3.2 The Employer will in his discretion, grant leave without remuneration, to an Employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad, unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

4. Check Off.-

- 4.1 For the purpose of this clause the Employer shall be bound to grant check off to the union only if the membership of the Union is not less than forty per cent (40%) of the Employees covered and bound by this Agreement.

- 4.2 The Employer shall; on the written request of an Employee, deduct from the wages due to such employee the current monthly Union dues as are specified by the employee to be payable monthly by the employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- 4.3 Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization".
- 4.4 Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Third Schedule hereto.
- 4.5 As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.
- 4.6 As far as practicable deductions under an authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however,
- 4.6.1 that an Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with Sub-clause 4.5 or 4.6;
- 4.6.2 that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deduction by way of check off will together with all other deductions from the Employee's wages in that month exceed the deduction permitted by law.
- 4.7 The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately proceeding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and cross "Account Payee".
- 4.8 The cheque shall be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at its address for the time being.
- 4.9 The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- 4.10 The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

SCHEDULE I

Salary Scales in respect of employees who are in permanent employment as at the date of signing the agreement

ICE AND AERATED WATER TRADE

| | |
|------------------------------------|------------|
| Grade III Rs 14,349.00 - 39,929.00 | - Rs 45.00 |
| Grade II Rs 14,355.00 - 43,175 .00 | - Rs 55.00 |
| Grade I Rs 14,378.00 - 48,438.00 | - Rs 65.00 |

ENGINEERING TRADE

| | |
|------------------------------------|------------|
| Grade III Rs 14,349.00 - 36,294.00 | - Rs 55.00 |
| Grade II Rs 14,372.00 - 40,307.00 | - Rs 65.00 |
| Grade I Rs 14,470 .00 - 44,395.00 | - Rs 75.00 |

MOTOR TRANSPORT TRADE

| | |
|-----------------------------------|------------|
| Grade B Rs 14,435.00 - 37, 120.00 | - Rs 65.00 |
|-----------------------------------|------------|

SCHEDULE I (A)

Salary Scales of employees recruited after 1st April 2010 and who are in employment as at the date of signing this agreement.

ICE AND AERATED WATER TRADE

| | |
|------------------------------------|------------|
| Grade III Rs 14,000.00/- 25,205.00 | - Rs 45.00 |
| Grade II Rs 14,006.00/ - 27,701.00 | - Rs 55.00 |
| Grade I Rs 14,029.00 /- 30,214.00 | - Rs 65.00 |

ENGINEERING TRADE

| | |
|-------------------------------------|------------|
| Grade III Rs 14,000 .00 -27,695 .00 | - Rs 55.00 |
| Grade 11 Rs 14,023.00 - 30,208.00 | - Rs 65.00 |
| Grade I Rs 14,121.00 -32,796.00 | - Rs 75.00 |

MOTOR TRANSPORT TRADE

| | |
|----------------------------------|------------|
| Grade B Rs 14,000.00 - 30,185.00 | - Rs 65.00 |
|----------------------------------|------------|

SCHEDULE II

BENEFITS/CONCESSIONS TO EMPLOYEES

1. Soft Drinks Issues.–

- 1.1 24 bottles free of charge per month per employee
- 1.2 Funeral of an employee 10 dozens free of charge
- 1.3 Wedding of an employee - subject to one wedding during an employee's tenure of service -6 dozens free of charge.
- 1.4 Funeral of a dependent - 200 bottles at ex-factory price.

2. Ice Cream Issue.– 4 liters of Ice Cream to be issued at the ex-factory price less Rs.15/- per month per employee.

3. Free Mid-Day Meal.–

4. Medical benefit under a surgical and hospitalization insurance cover, where an employee could claim up to Rupees Forty-one Thousand (Rs.41,000/=) (in any one claim with a maximum limit of Rupees Forty-one Thousand (Rs.41 ,000/=) for a year)

5. Funeral Aid Scheme.–

- 5.1 A grant of Rs.25,000/- in the event of a death of an employee in service.
- 5.2 A grant of Rs.7,500/- in the event of a death of the spouse or any unmarried children under 18 years and if the employee is unmarried , to his/her parents.

6. **Welfare Shop with essential items.-**

7. **Service Awards.-**

- 7.1 On completion of 15 years of service Rs.5,000/-
- 7.2 On completion of 25 years of service - one gold sovereign and a Wall Clock.
- 7.3 On completion of 30 years of service - one gold sovereign

8. Uniforms and Shoes to Labour Force.

9. **Retirement grant to employees**

- 9.1 For employees retiring after a period in excess of 15 years, a gift voucher to the value of Rs.3,500/- to purchase Company products.
- 9.2 For employees retiring with less than 15 years service a gift voucher to the value of Rs.1 ,250/- to purchase company products.

10. Monthly salaries/ wages to be paid on 25th of each month.

11. Opportunities being made available to suitably qualified employees in the Labour and Minor grades to obtain appointments in Clerical and Executive Grades.

12. **Annual Excursion.-** Annual Excursion for Labour to be provided by the Company. The excursion shall commence on a Friday from the Company premises and return by Sunday evening.

13. Festival Advance of Rs.5,000/= to be paid for Sinhala/ Tamil New Year or Christmas.

14. During the three year period commencing 1st May 2021, an advance of Rs.1 ,000/= deductible from the Lump Sum Payment payable only to eligible employees as set out in clause 18.2 of Part I hereof shall be made for Vesak.

15. **Holiday Bungalow.-** 3 Roomed Holiday Bungalow to be provided as and when available. This facility will be reviewed subject to its occupancy levels.

16. **Shift Allowances.-**

- 7.00 a.m. to 3.00 p.m. - Rs.6.00
- 3.00 p.m. to 10.00 p.m. - Rs.6.00
- 10.00 p.m. to 7.00 a.m. - Rs.10.00

Boiler/Engineer

- 4.00 p.m. to 12.00 mid night - Rs. 10.00
- 12.00 midnight to 8.00 a.m. - Rs. 10.00

17. Attendance/Punctuality Bonus applicable only for employees who were recruited before 1st April 2010 and covered and bound by this Agreement and employed as at the date of signing this agreement.

17.1 A total bonus payable Rs.360/- per month subject to deductions for absence as given below.

Deductions for Leave

| <i>Authorized leave taken</i> | <i>Deductions (Rs.)</i> |
|-------------------------------|-------------------------|
| 1/2 day | Nil |
| 1 day | Nil |
| 1 and 1/2 day | Nil |
| 2 days | Nil |
| 2 and 1/2 days | 75.00 |
| 3 days | 150.00 |
| 3 and 1/2 days | 200.00 |
| 4 days | not eligible |

17.2 Accident Leave, continuous 7 days Annual Leave, Special Leave and Duty Leave will not be counted as absence for deduction.

17.3 Any walkouts of more than 4 hours continuously will be considered as 1 day's leave for this purpose

17.4 Periods of strikes will be regarded as absence.

17.5 Employees guilty of unauthorized absence and / or who avail themselves of unpaid sick leave for any period will forfeit their right to the attendance/ punctuality bonus.

17.6 Deductions for late attendance :

| <i>Late in minutes</i> | <i>Deductions</i> |
|------------------------|-------------------|
| 15 | Nil |
| 30 | Rs. 15.00 |
| 45 | Rs. 30.00 |
| 60 | Rs. 50.00 |
| 75 | Rs. 75.00 |
| 90 | Rs. 100.00 |
| 105 | Rs. 125.00 |
| 120 | not eligible |

A quarterly bonus of Rs. 600/- will be paid for employees who collect the full payment of Rs. 360/- in the 3 months representing such quarter. The year for this purpose shall be from January to December.

18. **Spectacle Purchase Expenses Reimbursement.** – Reimburse expenses related to purchase of spectacles of Rs. 1,500, once in 3 years on the production of prescriptions and payment receipts based on reference and approval of the Company Doctor only in respect of permanent employee.

19. **Book Advance .** – A book advance of Rs. 2,000 in December subject to prevailing conditions.

FORM No. 1

Name of Employer :

As I am an employee covered and bound by the Collective Agreement effecting employees employed in a manual or Labouring capacity in the Trade and bearing no of and I desire to avail myself of the facility of check off in Clause of the said Collective Agreement to which I am entitled to as a member of the

Please deduct from my wages each month a sum of Rupees (Rs.....) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

Signature of Employee :

Date :

Full Name of Employee :

Received on :

(To be filled by Employer)

FORM No. 2

Name of Employer :

Revocation

With reference to the Authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of the with effect from the wages next due to me immediately following the date hereof.

Signature of Employee :

Date :

Full Name of Employee :

Received on :

(To be filled by Employer)

PART III


CONTAINING DEFINITIONS OF CERTAIN WORDS


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


| <i>Words</i> | <i>Meaning</i> |
|-------------------------|---|
| Check - off | The act of the Employer deducting, at the request of the Union, Subscriptions payable to the Union by an employee from the latter's pay with his concurrence. |
| Dispute | Shall have the same meaning as in the Industrial Disputes Act. |
| Employee | An employee covered and bound by this Agreement (For convenience sometimes referred to as 'he' or its grammatical variations) |
| Industrial Disputes Act | The Industrial Disputes Act, No. 43 of 1950 |
| Normal Incremental Date | The date on which an employee would normally receive an increment |
| Union or Unions | The Union covered and bound by this Collective Agreement |
| Wage | The monthly wage according to the scales Consolidated wages in the Schedule hereto. |
| Week | The period between midnight on any Saturday Night and midnight on the Succeeding Saturday night. |
| Year | A continuous period of twelve (12) months. |

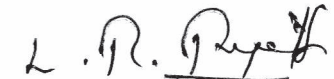
Words importing the masculine gender shall include the feminine. Words importing the singular number shall include the plural and vice versa.

IN WITNESS WHEREOF, THE PARTIES AFORESAID HAVE HEREUNTO SET THEIR HANDS AT COLOMBO ON THIS FIFTEENTH DAY OF MARCH TWO THOUSAND AND TWENTYTWO.



.....
DAMPINDA GAMLATH.
PRESIDENT- CONSUMER FOODS SECTOR.
FOR AND ON BEHALF OF
CEYLON COLD STORES PLC



.....
WASANTHA SAMARASINGE
PRESIDENT (INTER COMPANY
EMPLOYEES UNION
FOR AND ON BEHALF OF
INTER COMPANY EMPLOYEES' UNION



.....
SANJEEWA JAYASUNDARA.
HEAD OF SUPPLY CHAIN MANAGEMENT
FOR AND ON BEHALF OF
CEYLON COLD STORES PLC


.....
L.R.PRIYANTHA
BRANCH PRESIDENT-INTER COMPANY
EMPLOYEES UNION
FOR AND ON BEHALF OF
INTER COMPANY EMPLOYEES' UNION

WITNESSES


1.....
KAPILA DISSANAYAKE
SENIOR ASSISTANT DIRECTOR GENERAL
EMPLOYERS FEDERATION OF CEYLON


1.....
R.A.D.P.INDIKA
BRANCH SECRETARY
INTER COMPANY EMPLOYEES' UNION


2.....
NISANSALA PARANAYAPA
HEAD OF HUMAN RESOURCES
CEYLON COLD STORES PLC


2.....
S.A.LAL VIJITHA KUMARA
CHIEF ORGANIZER
INTER COMPANY EMPLOYEES' UNION



Ceylon Cold Stores PLC
 Company Registration No PQ4
 148, Vauxhall Street,
 Colombo 2, Sri Lanka
 Tel: +94 (0) 11 2318777 / 2318798
 Fax: +94 (0) 11 2447422

 email: info.ccs@keells.com
 http://www.elephanthouse.lk



14.03.2022

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2021 - 24 සාමූහික ගිවිසුම සම්බන්ධයෙන් 2022 මාර්තු මස 11 වන දින ලංකා සේව්‍යයන්ගේ සම්මේලනයේ දී පැවති සාකච්ඡාව හා ඔබ වෘත්තීය සමිති ශාඛා සමිතියේ 09.03.2022 දිනැති ලිපිය හා බැඳේ.

ඒ අනුව 2021 - 2024 සාමූහික ගිවිසුමට අදාළව එම සාමූහික ගිවිසුමෙන් ආවරණය වන සේවක මහත්ම මහත්මීන් වෙත පහත සඳහන් ප්‍රතිලාභ හිමිවන බව සඳහන් කරමු.

- පැරණි සේවක මහත්ම මහත්මීන් සඳහා වන වැටුප් වැඩිවීම - 20%
 පළමු වසර - 8%
 දෙවන වසර - 6%
 තුන්වන වසර - 6%
- නවක සේවක මහත්ම මහත්මීන් සඳහා වන වැටුප් වැඩිවීම
 පළමු වසර - රුපියල් 4500 ක වැටුප් වැඩිවීම
 දෙවන වසර - රුපියල් 4500 ක වැටුප් වැඩිවීම
 තුන්වන වසර - රුපියල් 4500 ක වැටුප් වැඩිවීම
- ලාභ බෙදාගැනීමේ යෝජනා ක්‍රමය පහත සඳහන් පරිදි සංශෝධනය වේ

| බදු පසු ලාභය | ලාභ බෙදා ගැනීමේ මුදල |
|----------------------------------|----------------------|
| | රුපියල් |
| මිලියන 301 සිට මිලියන 400 දක්වා | 5000 |
| මිලියන 401 සිට මිලියන 500 දක්වා | 15000 |
| මිලියන 501 සිට මිලියන 700 දක්වා | 25000 |
| මිලියන 701 සිට මිලියන 900 දක්වා | 30000 |
| මිලියන 901 සිට මිලියන 1000 දක්වා | 35000 |

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| මිලියන 1001 සිට මිලියන 1200 දක්වා | 40000 |
| මිලියන 1201 සිට මිලියන 1400 දක්වා | 45000 |
| මිලියන 1401 සිට මිලියන 1600 දක්වා | 50000 |
| මිලියන 1601 සිට මිලියන 1800 දක්වා | 55000 |
| මිලියන 1801 සිට මිලියන 2000 දක්වා | 60000 |
| මිලියන 2001 සිට මිලියන 2400 දක්වා | 65000 |
| මිලියන 2401 සිට ඉදිරියට | 70000 |

- නවක සේවක මහත්ම මහත්මීන් සඳහා වන පැමිණීමේ දීමනාව පහත සඳහන් පරිදි සංශෝධනය වේ.
 2021.08.01 දින සිට ක්‍රියාත්මක වන පරිදි පැමිණීමේ දීමනාව - රුපියල් 9500
 2022.04.01 දින සිට ක්‍රියාත්මක වන පරිදි පැමිණීමේ දීමනාව - රුපියල් 10,000
 2023.04.01 දින සිට ක්‍රියාත්මක වන පරිදි පැමිණීමේ දීමනාව - රුපියල් 10500
- නවක සේවක මහත්ම මහත්මීන්ට දැනට වසරකට හිමි නිවාඩු 21 හිමිකමට අමතරව අසනීප නිවාඩු දින 7 ක් 2021 ජනවාරි 01 වන දින සිට ඉදිරියට ක්‍රියාත්මක වේ.
- නවක සේවක මහත්ම මහත්මීන් ගේ පැමිණීමේ දීමනාව ලබාගැනීම සඳහා වන නිර්ණායක පහත සඳහන් පරිදි වෙනස් කෙරේ.

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| <i>සිසිල් බිම සහ අයිස්ක්‍රීම් නිෂ්පාදන පරිමාව අවම මාස</i> | |
| <i>ජූලි අගෝස්තු සැප්තැම්බර් ඔක්තෝබර් නොවැම්බර්</i> | |
| <i>මසකට ලබාගත හැකි නිවාඩු දින ගණන</i> | <i>අඩු කිරීම</i> |
| නිවාඩු දින 0 - 3 දක්වා | 0% |
| නිවාඩු දින 3 ට වැඩි 3.5 දක්වා | 50% |
| නිවාඩු දින 3.5 ට වැඩි | 100% |
| <i>සිසිල් බිම සහ අයිස්ක්‍රීම් නිෂ්පාදන පරිමාව උපරිම මාස</i> | |
| <i>ජනවාරි, පෙබරවාරි, මාර්තු, අප්‍රේල්, මැයි, ජූනි, දෙසැම්බර් මාස</i> | |
| <i>මසකට ලබාගත හැකි නිවාඩු දින ගණන</i> | <i>අඩු කිරීම</i> |
| නිවාඩු දින 0 - 2 දක්වා | 0% |
| නිවාඩු දින 2 ට වැඩි 2.5 දක්වා | 50% |
| නිවාඩු දින 2.5 ට වැඩි | 100% |

- නවක සේවක මහත්ම මහත්මීන් විශ්‍රාම යන වයස අවුරුදු 55 සිට අවුරුදු 55 සිට අවුරුදු 60 දක්වා 2021 අංක 28 - සේවකයින් විශ්‍රාම යෑමේ අවම වයස පනත යටතේ සංශෝධනය වේ.
- පස්වරු 2.00 ට ආයතනය වෙත පැමිණීමට සහ පස්වරු 2.00 ට රාජකාරි අවසන් කර ආයතනයෙන් පිටත්ව යෑමට ලබාදෙන ප්‍රවාහන පහසුකම 2022 අප්‍රේල් 12 වනදා දක්වා මේ ආකාරයටම ලබාදෙනු ඇත. 2022 අප්‍රේල් 12 වනදා සිට 2022 ජූලි 12 වන දින දක්වා මාස තුනක කාලයක් සඳහා ප්‍රධාන නගර වෙත පස්වරු 2.00 සේවා මුරය සඳහා පමණක් ප්‍රවාහන පහසුකම් ලබාදෙන අතර දැනට ලබාදෙන ප්‍රවාහන පහසුකම් මත ආයතනය දරන පිරිවැය අවම වන ආකාරයේ විකල්ප ක්‍රියාමාර්ග පිළිබඳ අධ්‍යයනය කර සහ ප්‍රවාහන පිරිවැය අවම කිරීමට වෘත්තීය සමිතිය විසින් ලබාදෙන යෝජනා ද අධ්‍යයනය කර දහවල් 2.00 ට ප්‍රවාහන පහසුකම ලබා දීම ඉදිරියට සිදු කරන ආකාරය පිළිබඳව සලකා බලනු ලැබේ.

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