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No. 1713/17 – THURSDAY, JULY 07, 2011

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1670.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Paints and General Industries Ltd, 4th Floor, Propertex Building, 108, W. A. D. Ramanayaka Mawatha, Colombo 02 of the one part and the Inter Company Employees Union, 12/2, Weera Mawatha, Subboothipura, Battaramulla of the other part on 22nd day of March 2011 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 General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th June, 2011.

Collective Agreement No. 16 of 2011

COLLECTIVE AGREEMENT
BETWEEN
PAINTS AND GENERAL INDUSTRIES LIMITED
AND
INTER COMPANY EMPLOYEES UNION
OF
2011 - 2013

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT entered into between Paints and General industries Ltd, a Company duly registered and having its registered office at 4th Floor, Propertex Building, 108, W. A. D. Ramanayaka Mawatha, Colombo 02 (hereinafter referred to as "the Employer") and the Inter Company Employees Union, a Trade Union duly registered and having its registered office at No. 12/2, Weera Mawatha, Sri Subboothipura, 1A-G014770-380 (2011/07)

Battaramulla, (hereinafter referred to as "the Union"), on this 22nd day of March, Two Thousand Eleven.

Whereas the Union made certain demands of the Employer for the revision of wages and other terms and conditions of their members employed by the Employer, and parties having arrived at the following terms of agreement, including those which were agreed before the Commissioner of Labour - Industrial Relations on 23rd February 2011 agree the following :

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

2. **Operation of Agreement.**- This Agreement shall take effect from 1st January 2011 and, unless otherwise terminated by either party to this agreement by giving notice to the other under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that the neither party to this agreement shall give notice of such termination prior to the 30th of November 2013.

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

From 1st January 2011	-	8%
From 1st January 2012	-	5%
From 1st January 2013	-	4%

4. **Annual Incremental Rates.**- The rates & condition of granting annual increments shall remain unchanged.

5. **Loan Scheme for Push Bicycles.**- Employer agrees to increase the loan to Rs. 6,000/- to buy a push bicycle, once in three years.

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

Provided, However, the Employer agrees to increase it as follows :-

From 1st January 2011	-	Rs. 700/- per month
From 1st January 2012	-	Rs. 700/- per month
From 1st January 2013	-	Rs. 800/- per month

7. **Medical Reimbursement.**- The Employer agrees to increase the reimbursement of expenses incurred for medical treatment of employees as given below :-

Year 2011	-	Rs. 5,000/- per annum
Year 2012	-	Rs. 5,100/- per annum
Year 2013	-	Rs. 5,200/- per annum

At the same time, the Union agrees to extend its fullest co-operation to prevent the exploitation by employees of medical facilities obtained from the company doctor.

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

- To increase the company's monthly contribution towards the death donation society contribution per employee up to Rs. 60/-.
- The management agrees to increase the payment to Rs. 5500/- to the Death Donation Society for the purchase of provisions and to cover the transportation cost of the employees, in the event of a death of a family member.
- The Company will contribute an amount equal to the collection made from the employees of the company, in the event of the death of an employee, to be given to the immediate family with the objective of opening a savings account in the name of the children or the next of kin.

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

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

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

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

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

13. **Existing Terms.**- Subject to the revisions specifically set out herein, the terms and conditions of employment of employees covered and bound by this Agreement as at 31st December 2010 shall continue to remain in force.

In witness hereof, parties have set their hands on this 22nd day of March Two Thousand & Eleven, at Colombo.


For and on behalf of: Paints & General Industries Ltd.	For and on behalf of: Inter Company Employees' Union
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 Mallith Rabel,
 Manager, Finance & Admin.



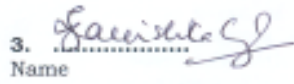
 Upul Wijesinghe
 Deputy President

Witnesses:
 1. 
 Name
 Kamal Jayawardene
 Manager - Personnel

 Designation:

2. 
 Name Ketum Kumara Patonbendi
 Brk Study



 Designation:

3. 
 Name
 K. Weerasinghe

 Designation: Deputy Director General
 Employers Federation
 Ceylon.

4. 
 Name U. N. R. Bandara
 Brk President

 Designation:

PAINTS & GENERAL INDUSTRIES LTD.
 Director
 Director

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Bogala Graphite Lanka PLC, No. 20, Tickell Road, Colombo 08 of the one part and Inter Company Employees Union, No. 12/2, Weera Mawatha, Sri Subuthipura, Battaramulla of the other part on 3rd day of March, 2011 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 - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
28th June, 2011.

Collective Agreement No. 15 of 2011

Bogala Graphite Lanka PLC

Collective Agreement 2011

This Collective Agreement is made on this 3rd day of March 2011, pursuant to the Industrial Dispute Act between Bogala Graphite Lanka PLC, a Company duly registered in Sri Lanka having its registered office at No. 20, Tickell Road, Colombo 08 (hereinafter referred to as the "Employer") of the one part and Inter Company Employees Union, being a Trade Union duly registered and having its registered office at No. 12/2, Weera Mawatha, Sri Subuthipura Battaramulla, (hereinafter referred to as the "Union") of the other part.

Witnesseth and hereby agreed between the parties as Follows ;

1. **Title.**- This Agreement will be called and known as Bogala Graphite Lanka PLC "Collective Agreement (CA) 2011".

2. **Parties covered and bound .** - This Agreement shall cover and bind the Employer, the Union and Members of the Union who are Employed by the Employer as permanent Employees on the date of signing of this Agreement, and permanent Employees who shall be recruited after the said date, except the Clerical, Supervisory, Executive and Managerial Staff.

3. **Date of Operation and Duration.** - This Agreement will come into effect from 1st February 2011 and will cover a minimum period of 1 year.

The Agreement will thereafter continue to be in force and will not end till a new Collective Agreement called and known as "Collective Agreement 2012" will be signed, or till terminated in writing by either party with one month's notice to the other and according to the provisions of the Industrial Disputes Act.

4. **General terms and Conditions.** - The terms and conditions of this Agreement shall as from the date hereafter and during the continuance in force of this agreement be deemed to be included in all contracts of employment between the Employer and the Employees covered and bound by this Agreement.

5. **Income Structure.** - with effect from the date of operation, the Employer shall secure for each Employee covered and bound by this Agreement the following income structure :

- Basic Salary in accordance with the approved Salary Scale of the Employer and with the Sri Lankan laws, payable monthly
- Production incentive (Formerly known in Bogala as "PVD"), Calculated as shown in the paragraph 7, payable monthly
- Annual Bonus based on Productivity targets achievement, calculated as shown in the paragraph 8, payable yearly in two installments in April and in December.
- Other Statutory payments

6. **Salary Increase.**- The Employer will add to each employee's basic salary a sum of Rs. 2,500/- starting from February 2011.

7. Production incentive scheme (formerly known as ‘‘PVD’’) with effect from the date of operation, the monthly Production Incentive (PI) will be calculated according to the following formula :

PI= (A+B) *(C/D) Where

A= attendance allow.+ Interim allow + UG allow +Balance allowance of CA 2006/2008

Attendance allowance = Rs. 500

Interim allowance = Rs. 400 (Considered only for the Underground Division)

Underground allowance = Rs. 440 for Manual & Operatives in underground Division only

= Rs. 380 for Supervisory in Underground Division only

Balance allowance of CA 2006/ 2008 = Rs. 2500/-

B= rate agreed with the Union shown in the table below (in Rs.)

Manual and Operative Grades

	SP	I	II	III	IV	V	VI
Underground	2500	2250	2100	1950	1900	1850	1800
Processing	2500	2250	1850	1700	1600	1350	1300
Plant Engineering	1450	1400	1350	1325	1300	1200	1150
Transport	1400	1350	1100	750	700	650	600
Estate & Admin	1200	950	700	600	550	500	450

C = Calculated monthly individual bonus points in Rs. (See Calculation in Paragraph 8)

D = base point for bonus calculation (See Calculation in Paragraph 8)

8. **Annual Bonus Based on Productivity** :- With effect from the date of Operation, the Employer and the Union agree upon the following calculation of the Annual Bonus (AB) based on productivity achievements:

AB = Sum of the 12 months individual bonus points (C) in Rs.

For one month, the calculation is shown below

$C = (AP/TP)*D$

where

AP = Achieved Productivity by individuals or group of individuals established monthly

TP = Targeted productivity established monthly by the Management for individuals or group of individuals

D = Base Point established for year 2011 (Rs. 1975/-)

The Annual Bonus Points are calculated each month for each employee and if qualified, the equivalent in Rupee value will be paid, each year as follows:

In April - December (Previous year) to March

In December - April to November

9. **Welfare Facilities** :- With effect from the date of Operation, the following welfare facilities will be altered or provided as follows:

1. When, and if passing, the Grade 5 exam, a Scholarship of Rs. 1,000/= only will be granted to the qualified children of the employees.
2. A gift up to the value of Rs. 500/= will be given to each employee who will be retiring after reaching the age of 55/ 60.

3. The Employer will introduce the price Control for the sales of the food products in the Worker's Canteen to assure a correlation with the prices practiced outside the Company. The Company's Estate products will be sold through the Canteen or given to the Employees for ceremonies.
4. The Distress Loan will be granted within a period of one month after receiving the required details, in accordance with the currently established regulations.
5. The Employer will organize an Annual Trip - 2011 during two consecutive holidays for all employees which includes transport, Food and Accommodation. If in case of non availability of two consecutive holidays in 2011 for this annual trip, in such situation to work on a Public holiday in lieu of working day which is to be declared for annual trip.

All the other welfare facilities agreed upon in the "CA 2010" and not altered above will be continued as agreed previously.

10. **Safety Equipment.** - The Employer shall supply to each employee the Safety Equipment established as necessary in accordance with the Company regulations and the Union agrees to Convince the employees to wear it, failing which the Employer is entitled to take disciplinary action against such employees.

11. **Working Hours.** - Depending on exigencies of business, the Employer is entitled, in consultaion with the Union, to change the current working hours of the Company.

The Union agrees that when all the preparative action is completed, the underground Employees will work continuously at their working places. In this regard, the Employer will provide a free light meal at the beginning of the shift to be taken and consumed at the working place. In addition a main meal will be provided to each employee on surface, at the Company's Canteen, at the end of the shift.

The Union also agrees to comply with the Main Shafts riding schedule introduced by the Employer.

The details regarding the above are given in the Annex 1.

TIME SCHEDULE OF UNDERGROUND WORKING ACTIVITIES FOR COLLECTIVE AGREEMENT 2011

SERIAL NO.	DESCRIPTION OF ACTIVITIES	1 ST SHIFT			2 ND SHIFT		
		START	END	DURATION Hrs., Min.	START	END	DURATION Hrs., Min.
1	Arrival of the Bus	-	6.45 A.M.	-	-	2.15 P.M.	-
2	Card punching/Partaking of breakfast/Lunch	6.45 A.M.	7.15 A.M.	00.30	2.15 P.M.	2.45 P.M.	00.30
3	Getting ready for the work (Hanging tag, Muster, Dressing, etc.)	7.15 A.M.	7.30 A.M.	00.15	2.45 P.M.	3.00 P.M.	00.15
4	Alfred Shaft riding (First Section)	7.30 A.M.	7.45 A.M.	00.15	3.00 P.M.	3.15 P.M.	00.15
5	5 th Pit riding (Down) (2 times riding x 16.5 minutes)	7.45 A.M.	8.18 A.M.	00.33	3.15 P.M.	3.48 P.M.	00.33
6	Walking from Shaft Collar of each level to working place	8.18 A.M.	8.25 A.M.	00.07	3.48 P.M.	3.55 P.M.	00.07
7	Time period for working	8.25 A.M.	1.20 P.M.	04.55	3.55 P.M.	8.50 P.M.	04.55
8	Coming back to Shaft Collar from working place	1.20 P.M.	1.25 P.M.	00.05	8.50 P.M.	8.55 P.M.	00.05
9	Blasting	1.25 P.M.	1.30 P.M.	00.05	8.55 P.M.	9.00 P.M.	00.05
10	5 th Pit riding (Up) (1 1/2 times riding x 14 minutes)	1.30 P.M.	1.51 P.M.	00.21	9.00 P.M.	9.21 P.M.	00.21
11	Alfred Shaft riding (Second Section)	1.51 P.M.	2.00 P.M.	00.09	9.21 P.M.	9.30 P.M.	00.09
12	Bathing/Dressing & Other activities	2.00 P.M.	2.20 P.M.	00.20	9.30 P.M.	9.50 P.M.	00.20
13	Partaking of meal	2.20 P.M.	2.45 P.M.	00.25	9.50 P.M.	10.15 P.M.	00.25
14	Card punching	2.45 P.M.	3.05 P.M.	00.20	10.15 P.M.	10.35 P.M.	00.20
15	Departure of the bus	3.05 P.M.	-	-	10.35 P.M.	-	-

RIDING SCHEDULE OF 5TH PIT LIFT CAGE FOR COLLECTIVE AGREEMENT 2011

	1 ST SHIFT				2 ND SHIFT					
	START		END		TIME FOR THE RIDING	NO OF RIDINGS	START		END	
	TIME	LEVEL	TIME	LEVEL			TIME	LEVEL	TIME	LEVEL
Transportation of workers/supervisors to the U/G & transportation of trolleys	7.45 A.M.	72 FM	8.18 A.M.	72 FM	16.5	2	3.15 P.M.	72 FM	3.48 P.M.	72 FM
Supply of materials/services & transportation of trolleys	8.18 A.M.	72 FM	9.00 A.M.	72 FM	21	2	3.48 P.M.	72 FM	4.30 P.M.	72 FM
Transportation of trolleys & water bunkers	9.00 A.M.	72 FM	10.31 A.M.	275 FM	16.5	5½	4.30 P.M.	72 FM	6.01 P.M.	275 FM
Inter-level transportation/riding of half-day leave takers & miners with other physical requirements	10.31 A.M.	275 FM	10.39 A.M.	72 FM	16.5	½	6.01 P.M.	275 FM	6.09 P.M.	72 FM
Transportation of trolleys	10.39 A.M.	72 FM	12.18 P.M.	72 FM	16.5	6	6.09 P.M.	72 FM	7.48 P.M.	72 FM
Transportation of explosives/inter-level transportation & riding of miners with other physical requirements	12.18 P.M.	72 FM	12.34 P.M.	72 FM	16.5	1	7.48 P.M.	72 FM	8.04 P.M.	72 FM
Transportation of trolleys	12.34 P.M.	72 FM	12.43 P.M.	275 FM	16.5	½	8.04 P.M.	72 FM	8.13 P.M.	275 FM
Inter-level riding of explosive takers/transportation of trolleys	12.43 P.M.	275 FM	12.59 P.M.	275 FM	16.5	1	8.13 P.M.	275 FM	8.29 P.M.	275 FM
Riding of explosive man & workers for cutting SH rails & timber	12.59 P.M.	275 FM	1.07 P.M.	72 FM	16.5	½	8.29 P.M.	275 FM	8.37 P.M.	72 FM
Transport of trolleys	1.07 P.M.	72 FM	1.16 P.M.	275 FM	16.5	½	8.37 P.M.	72 FM	8.46 P.M.	275 FM
Riding of tool carriers	1.16 P.M.	275 FM	1.23 P.M.	72 FM	14	½	8.46 P.M.	275 FM	8.53 P.M.	72 FM
Transportation of empty trolleys/towering of lift cage for men riding up	1.23 P.M.	72 FM	1.30 P.M.	275 FM	14	½	8.53 P.M.	72 FM	9.00 P.M.	275 FM
Workers/supervisors riding up & transportation of empty trolleys	1.30 P.M.	275 FM	1.51 P.M.	72 FM	14	1 ½	9.00 P.M.	275 FM	9.21 P.M.	72 FM

12. **Unauthorized Absence.**- The following schedule will apply with regard to unauthorized absence. The prevailing disciplinary action for unauthorized absence will be applicable on a pro rata basis.

01 to 12 months 10 Days

13. **Medical certificates on Grounds of Sickness/ Injuries .-** The Union agrees that only Government Hospitals Medical Certificates are to be considered to justify absence due to sickness or Injuries.

14. **Transfers.**- It is a condition of employment that every employee is liable to be transferred from one mine of the Employer to another or from one Department/ Section to another. If the Management is of the opinion that training is necessary, such training will be given to the employees. A transfer will not affect the salary of the employee. However, the allowances, Incentives or bonus payments will be according to the schemes applicable to that particular Department/ Section to which the employee has been transferred.

Without any deductions to the salary an Underground employee will be entitled only on medical grounds to be transferred to the Surface for a maximum period of two weeks. If the period exceeds two weeks the salary will be subject to a reduction according to the present scheme that is in operation. This is applicable only for personal sickness covered by relevant medical certificates.

15. **Half days Leave/ Leave.-**

1. The present scheme applicable under the Collective Agreement 2006 - 2008 will be continued.
2. With a view to get the benefit of a long weekend just after the monthly salary payments are made, all Employees agree to work on a Poya Day or Mercantile Holiday (-except Vesak & Poson Poya) in given month and the Employer will grant a holiday on a working day in lieu of working on the poya day or the mercantile holiday.
3. For Sinhala New year, the company offers one holiday (except government declared holidays for the New Year) & for the rest of working days during that period, employees should use their personal leave. (company will declare the holidays in advance)
4. When deciding a date for Annual General Meetings of unions, It is required to discuss with the management for allocating one Saturday for the same.
5. When getting leave to attend Annual General Meetings or any other meetings, It should be discussed with the Management in advance & get approval to work in another day in lieu of the leave date.

16. **Insurance Benefits.-**

1. As per the agreement with the Insurance company, benefits will be extended to all permanent Employees covered by this agreement.
2. The funeral expences paid by the Employer to an immediate family member of the Employee, will be Increased from Rs. 9,000/- to Rs. 13,000/-.

17. **Disciplinary Action.**- The employees shall be covered and bound by the current Disciplinary Procedure of the Company.

18. **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 the Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute covered by this Agreement. Disputes arising out of matters not covered by this agreement, parties agree to follow the dispute settlement procedure set out in the check - off agreement signed between parties dated 15th January 2002.

19. **Interpretation.**- If any dispute arises regarding the interpretation of this Agreement, parties agree to refer the matter to the Commissioner - General of Labour and abide by the ruling given by him.

In witness hereof parties have hereunto set their hands on this 3rd day of March 2011, at The Employers' Federation of Ceylon Office, Colombo

**For and on behalf of
Bogala Graphite Lanka PLC**

APJL

Name: AMILA JAYASINUHE

Designation: CEO

Witnesses: h.c.

Name: GAMINI KUMBURAHENA

Designation: General Manager

**For and on behalf of
Inter Company Employees' Union**

[Signature]

Name: Prasadha Gamast

Designation: Prasur

Witnesses: [Signature]

Name: S.A.T. Sumanasekera

Designation: General Secretary

07-536

My No. : CI/ 1703.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Lanka Insurance Corporation Limited, No. 21, Vauxhall Street, Colombo 02 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya and Rakshana Sewaka Sangamaya, No. 301, T. B. Jaya Mawatha, Colombo 10 and No. 288, Union Place, Colombo 02 of the other part on 27th day of January, 2011 regarding the Executive Grade Employees 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 - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
27th June, 2011.

Collective Agreement No. 11 of 2011

**Collective Agreement for executive grades
2010-2013**

Between

**Sri Lanka Insurance Corporation Limited
and**

Members of

Rakshana Sewaka Sangamaya

and

Sri Lanka Nidahas Sewaka Sangamaya

This Collective Agreement made and entered into on the 27th of January 2011 between SRI LANKA INSURANCE CORPORATION LIMITED., having its registered office at No. 21, Vauxhall Street, Colombo 02 (hereinafter referred to as the 'Employer' of the one part and

the SRI LANKA NIDAHAS SEWAKA SANGAMAYA AND RAKSHANA SEWAKA SANGAMAYA, being a Trade Unions duly registered under the Trade Unions Ordinance and having its Registered offices at No. 301, T. B. Jaya Mawatha, Colombo 10 and No. 288, Union Place, Colombo 02 respectively, (hereinafter referred to as 'Unions') of the Other Part Witnesseth :

WHEREAS the Unions have shown to the satisfaction of the Employer that it represents a majority of the Executive Grade Employees Employed by the Employer.

AND WHEREAS it is the desire of both the Unions and the Employer to enter into an Agreement which will ensure the peaceful adjustment and settlement of all disputes which may arise between the Employer and its Employees and/or the Unions and the promotion of industrial peace, service levels, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Unions and the Employer agree as follows ;

1. **Title.**- This Agreement shall be known and referred to as 'THE COLLECTIVE AGREEMENT FOR EXECUTIVE GRADES 2011-2013'

2. **Date of Operation and Duration.**- This Collective Agreement shall be effective from the First Day of December Two Thousand Ten and may be terminated by either party with one month's written notice (Thirty days) to the other, provided however that neither party shall give such notice prior to the Thirtieth day of November, Two Thousand Thirteen. Any notice of termination of this Agreement given by either party, prior to the Thirtieth day of November, Two Thousand Thirteen, Shall not be regarded as valid notice and shall be of no avail.

In the event that either party deems it necessary to review any terms and conditions of this Agreement, negotiations on same will commence by First September Two Thousand Thirteen.

3. **Persons covered and bound.**- This Agreement shall cover and bind the Employer, the Unions, and all the Executive Grade Staff only who are employed on permanent contracts of employment by the Employer at its work places in Colombo Head Office, Branches and other locations operated by the Employer, and who are members of the Unions.

4. **Declaration of Principle .-**

- (a) The Employer and the Unions and the employees covered and bound accept the principle that the special consideration affecting the company are such that wage and salary rates are a proper subject for collective bargaining between the Employer and the Unions, and that the actions of other employers including government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of Wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.
- (b) In cases in which Government does provide by legislation for benefits including increases in wages, gratuity, bonus etc., the following shall apply -
 - (i) When such benefits are more favourable to the benefits stipulated only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein.
 - (ii) When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein.
- (c) The stipulations contained in Para (b) above are without prejudice to the principle contained in Para (a) above.

5. **Rights and responsibilities of employer.**- Selection, placement, distribution, transfer and promotion of personnel, laying down of working hours as per statutory laws, working programmes, planning and control of Branch operations, introduction of new policies or improved operational methods, expansion of business facilities, establishment of quality and operating standards, maintenance of efficiency, the consequence thereof, maintenance of discipline in the work place and for that purpose taking necessary disciplinary action against staff within the framework of the existing law, regulations and standing orders as well as other inherent rights of an employer, are exclusively the rights and responsibilities of the Employer. Recruitment, selection, placement and promotions of employees will depend only on Company requirements, and will not be based purely on experience. However, Management acknowledges that the unions may raise any grievance or dispute in the opinion of the Unions that may have occurred to any of their members. The Company policy on staff promotions, transfers, over time and loans will be introduced by the Employer within three months of signing this agreement with the concurrence of the union.

6. **General terms and conditions of employment.**- The terms and conditions of this agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be included in all the contracts of employment between the Employer and the Employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was

subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre existing terms and conditions or practices, the terms and conditions of this Agreement shall prevail.

7. Variation of terms and conditions of employment or benefits .-

- (a) 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 will not seek to vary or add to all any of the practices, terms and conditions of employment presently applicable to any of the employees covered and bound by this agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement, other than by mutual agreement.
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Unions or incidental thereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.
- (c) Remaining anomalies, if any, will be looked in to on a case basis and corrected as mutually agreed by the employer, the unions and the respective employees. Within a reasonable period of time.

8. Wages .-

- (a) As from the First day of December Two thousand Ten the Employer will grant an increase in wages as set out in table 1, clause (d) i, hereof, also as a full and final settlement of any salary anomalies that may exist in relation to employees covered and bound as represented by the Unions, subject to 7 (c) above ;
- (b) The basic salary, cost - of -living allowance, Interim allowance I, Budgetary Relief Allowance and other personal allowances excluding Job-Related Allowances will be consolidated to form a new Consolidated Salary for future calculations and thereafter,
- (c) In pursuance of objectives set out in (b) above a Cost-of-Living Allowance (CLA) will be introduced with effect from December Two Thousand Ten in terms of which any increases in the Colombo Consumers Price Index [CCPI (Base Year 2002)] beyond the figure of 225.8 (Base figure) will be applied each month and paid at the rate of Rs. 56.91 (Rupees Fifty Six Cents Ninety One) per point. The CLA will be capped at the point when it reaches the average value achieved in the previous two years (2009/10). The CLA cap will be computed using the average of the CLA for the two years, 2009 and 2010. (i. e. $(415.00+699.00)/2 = \text{Rs. } 557.00$) and maintained thereafter during the year. If in the event such value falls below the 'capped value' at any given time, the reduced value shall apply. In the event there being an abnormal increase in the value of the CLA for a consecutive period of three months, the afore-stated formula in arriving at the CLA value will be reviewed and revised with the concurrence of the parties under the guidance and advice of the Ministry of Finance.
- (d) This revision will be implemented in three elementary increases as follows :
 - (i) A Fixed increase between Rs. 6000/- to Rs. 7500/- based on job Grade for non-sales office staff, and Rs. 4000/- for Sales and rate-based Technical Staff, as described in *Table 1* below. This includes the Rs. 2,500/- interim allowance granted and form part and parcel of this salary revision.

Job Grade	Fixed increase		
	Non-Sales staff	Sales staff	Technical staff
Executive - 1	7,500.00	4,000.00	4,000.00
Executive - 2	7,000.00	4,000.00	4,000.00
Executive - 3	6,500.00	4,000.00	4,000.00
Executive - 4	6,000.00	4,000.00	4,000.00

Table 1

- (ii) A Service Element of Rs. 300/- per each completed year in service for all staff. This element is a one-off adjustment only and will not be continued thereafter.
- (iii) Having applied the aggregate of (i) and (ii) above to the consolidated salary, if an individual salary is below the minimum point in the salary range, such employees will be placed at the beginning of the scale applicable to his/her grade.

- (iv) This outcome will be rounded to the nearest 100 using simple rounding formula
- (v) The wage for December 2010 shall be a consolidated wage, and thereafter.
- (e) An annual increment equivalent to 2.5% of the basic- consolidated salary will be granted to employees covered and bound with effect from First February, Two Thousand Twelve and First February, Two Thousand Thirteen.

9. Annual Bonuses and Statutory contributions.- The annual bonus schemes applicable in the year 2010 will be continued in the tenure of this agreement. Contributions made by the employer and employee on statutory payments such as EPF, ETF and gratuity will continue at the same rates as in year 2010.

10. Work Practices.- Both the Employer and Unions agree that the work practices of the company shall be those that are specifically stipulated in contracts of employment of employees including job descriptions, existing policies, practices, both existing and those that maybe varied from time to time by the company due to new policies being introduced or in view of amendments to existing policies, procedures, practices, and job descriptions to meet requirements of the company.

11. Grievances and disputes procedure.- In the event of any dispute of grievance, arising between an employee or employees and the Company or between the Union and the Company, the Grievance Handling Procedure of the company shall be followed for the settlement of such dispute or in resolving such grievance. It is agreed by the Employer to work with the Unions and their members to work towards finalising a Grievance Handling Procedure within a three month period from signing this agreement with the concurrence of the Union.

12. Trade Union Action.- The Union and the staff who are members of the union covered and bound by this Agreement jointly and severally agree with the Company that during the continuance in force of this agreement they shall not engage in any form of trade union action in respect of any dispute related to this Agreement and also not engage in any action that can bring the management and the institution into disrepute and harm the goodwill of the Company in general. Without the Prejudice to 11 above.

13. Consequences of termination of agreement.- On the termination of this Agreement all terms, conditions, facilities and concessions enjoyed by the Union and / or its members under this agreement shall ipso facto cease. Employee benefits as per the Collective agreement will remain unchanged provided Workmen continue with the agreed work practices, terms and condition stipulated in this agreement.

14. Breaches of the Agreement.- If in the opinion of the Company and the Employer's Federation of Ceylon, either of the Unions or its members have committed a breach of this Agreement, then and in such event the Company reserves to itself the right to withdraw all of any of the facilities or benefits granted to the employees, or Union, 7 days after raising such breach the Union in writing, without prejudice to the Company's right to restore such facilities or benefits upon such terms and conditions as the Company and the Employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justification of such withdrawal.

If in the opinion of the unions, the Employer has committed a breach of this agreement then and in such event, the unions would have the right to refer such matter to the commissioner of labour.

15. Interpretation of Agreement.- Any dispute over the interpretation of this Agreement shall be settled by conciliation by the commissioner general of labour or voluntary arbitration in terms of the provisions of the Industrial Dispute Act (1950)

16. Definitions.- Unless the context otherwise requires the following words shall have the following meaning.-

- (a) "Employee" or "Staff" shall mean an employee in the permanent grades in the non-executive categories and covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act Subject to the *Proviso* that it shall not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

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

17. SIGNATORIES TO THIS AGREEMENT

FOR AND ON BEHALF OF SRI LANKA INSURANCE CORPORATION LIMITED:


GAMINI S. SENARATH
CHAIRMAN




A. M. M. DE ALWIS
MANAGING DIRECTOR / CEO

FOR AND ON BEHALF OF RAKSHANA SEWAKA SANGAMAYA:


E.W.V.R. DIVAKARA
SECRETARY
RAKSHANA SEWAKA SANGAMAYA


JAYALATH PERERA
VICE CHAIRMAN
RAKSHANA SEWAKA SANGAMAYA

FOR AND ON BEHALF OF SLIC NIDAHAS SEWAKA SANGAMAYA:


RANJITH HETTIARACHCHI
DEPUTY SECRETARY - SLNSS

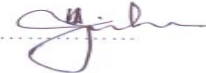

D.D. DISSANAYAKE
PRESIDENT - SLNSS SLIC BRANCH

WITNESSES:


(1) N. B. HAPUHINNE
GENERAL MANAGER
Sri Lanka Insurance Corp., Ltd.


(2) H.P.M. WASANTHA KUMARA
ASSISTANT DIRECTOR
Department of Public Enterprises


(3) R. A. D. J. KARUNASENA


(4)


(5)


(6)


(7) KANISHKA WEERASINGHE
DEPUTY DIRECTOR GENERAL
EMPLOYER'S FEDERATION OF CEYLON