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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : CI/1793.

Collective Agreement No. 08 of 2012

THE INDUSTRIAL DISPUTES ACT (CHAPTER 131)

BOGALA GRAPHITE LANKA PLC COLLECTIVE AGREEMENT 2012

THE Collective Agreement entered into between Bogala Graphite Lanka PLC, No. 20, Tickell Road, Colombo 08 of the one part and the Inter Company Employees Union, No. 12/2, Weera Mawatha, Sri Subuthipura, Battaramulla of the other part on 27th day of January 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

This Collective Agreement is made on this 27th day of January 2012, 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.

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Witnesseth and hereby agreed between the parties as follows :

Department of Labour,
Labour Secretariat,
Colombo 05,
11th July, 2013.

1. Title :

This Agreement will be called and known as Bogala Graphite Lanka PLC “Collective Agreement [CA] 2012”.



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 January 2012 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 2013" will be signed, or till terminated in written 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. 1,700 starting from January 2012.

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 :

$$PI = [A + B] * [C / D] \text{ where}$$

$$A = \text{Attendance allow} + \text{Interim allow.} + \text{UG allow.} + \text{Balance allowance of CA 2006/2008}$$

$$\begin{aligned} \text{Attendance allowance} &= \text{Rs. 500} \\ \text{Interim allowance} & \\ \text{Underground allowance} & \\ &= \text{Rs. 380 for Supervisory in} \\ & \text{Underground Division only.} \end{aligned}$$

$$\text{Balance allowance of CA 2006/2008} = \text{Rs. 2,500}$$

$$B = \text{rate agreed with the Union shown in the table below [in Rs.]}$$

Manual and Operative Grades

	SP	I	II	III	IV	V	VI
Underground	2,500	2,250	2,100	1,950	1,900	1,850	1,800
Processing	2,500	2,250	1,850	1,700	1,600	1,350	1,300
Plant Engineering	1,450	1,400	1,350	1,325	1,300	1,200	1,150
Transport	1,400	1,350	1,100	750	700	650	600
Estate & Admin.	1,200	950	700	600	550	500	450

$$C = \text{Calculated monthly individual bonus points in Rs. [see calculation in paragraph 8]}$$

$$D = \text{base point for bonus calculation [see calculation in paragraph 8]}$$

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 :

$$AB = \text{Sum of the 12 months individual bonus points [C] in Rs}$$

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

$$D = \text{Base point established for year 2012 [Rs. 2,090]}$$

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. The Distress Loan will be granted within a period of one month after receiving the required details, in accordance with the currently established regulations.

All the other welfare facilities agreed upon in the “CA 2011” 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 consultation 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.

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 Day’s 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 Wesak and 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. 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.
4. When getting leave to attend Annual General Meetings or any other meetings, it should be discussed with the management in advance and 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 expenses paid by the Employer to an immediate family member of the Employee, will be 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 27th day of January 2012, at The Employers' Federation of Ceylon Office, Colombo.

For and on behalf of
Bogala Graphite Lanka PLC

For and on behalf of
Inter Company Employees' Union

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.....

Name :

Name :

Designation :

Designation :

Witnesses :

Witnesses :

.....

.....

Name :

Name :

Designation :

Designation :

Annex I

TIME SCHEDULE OF UNDERGROUND WORKING ACTIVITIES FOR COLLECTIVE AGREEMENT 2012

Serial No.	Description of Activities	1st Shift			2nd 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	5th 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 of 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	5th 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.	-	-

Annex I

RIDING SCHEDULE OF 5TH PIT LIFT CAGE FOR COLLECTIVE AGREEMENT 2012

	<i>1st Shift</i>				<i>No of Ridings</i>	<i>Time for the Riding</i>	<i>2nd Shift</i>			
	<i>Start</i>		<i>End</i>				<i>Start</i>		<i>End</i>	
	<i>Time</i>	<i>Level</i>	<i>Time</i>	<i>Level</i>			<i>Time</i>	<i>Level</i>	<i>Time</i>	<i>Level</i>
Transportation of workers/supervisors to the U/G & transportation of trolleys	7.45 a.m.	72 FM	8.18 a.m.	72 FM	2	16.5	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	2	21	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	5 1/2	16.5	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	1/2	16.5	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	6	16.5	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	1	16.5	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	1/2	16.5	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	1	16.5	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	1/2	16.5	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	1/2	16.5	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	1/2	14	8.46 p.m.	275 FM	8.53 p.m.	72 FM
Transportation of empty trolleys/lowering of lift cage for men riding up	1.23 p.m.	72 FM	1.30 p.m.	275 FM	1/2	14	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	1 1/2	14	9.00 p.m.	275 FM	9.21 p.m.	72 FM