

29. **Termination of Service.**– (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 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 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 such month has expired.

(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.

30. **Disputes Procedure.**– (1) In the first instance the Union shall submit any demand 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 explore the possibility of reaching a settlement.

(2) When the Union concludes that negotiations with the employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange a conference and/or discussion with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department of Labour reports failure.

(3) Subject to the provisions of Clause 33 hereof all disputes between the parties shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made there under.

(4) Any party to this Agreement shall not instigate, support or engage in any unfair labour practice during the currency of this Agreement.

31. **How Anomalies in the Course of Implementing this Agreement shall be Dealt with.**– Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Federation and the Union. If the matter cannot be settled by negotiations, the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulation hereunder.

32. **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 employee covered and bound by this Agreement on the other hand whether or not such disputes has been caused by an act of the 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 interests 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 itel trade union action consequent to an act of the 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 interests of the union and/or its members.

33. **Variations of Terms and Conditions of Employment Benefits.**– (1) 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, 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.

(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.

(3) Any dispute or difference arising from negotiation under the provisions of sub-clause (1) or (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

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

- (a) The Employer will, subject as hereinafter provided, allow another employee (hereinafter referred to as “Observer”) to be present as an Observer without loss of wages for absence from work.
- (b) 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.
- (c) 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 otherwise partake in the inquiry.
- (d) 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.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

PART III

DEFINITIONS

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

Words	Meaning
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer (for convenience sometimes referred to as “he” or its grammatical variations).	An employer covered and bound by this Agreement.
Employee (for convenience sometimes referred to as “he” or its grammatical variations).	Subject to the provisions of Clause 5 of Part II hereof an employee covered and bound by this Agreement.
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.
Wage	The monthly wage according to the scales of consolidated wages in the Schedules hereto.
Week	The Period between midnight on any Saturday night and midnight on the succeeding Saturday.

Words importing the masculine gender shall include the feminine.

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

IN WITNESS WHERE OF the parties aforesaid have hereunder set their hands at Colombo, on this 25th day of May Two Thousand and Four.

For and on behalf of
A BAUR & CO. LTD.

For & on behalf of the All Ceylon
COMMERCIAL & INDUSTRIAL
WORKERS' UNION

A. VIRGIL C. MIHINDUKULASURIYA,
Manager Administration
Personnel & Legal

S. SIRIWARDANE,
General Secretary

1. KAPILA DISSANAYAKE,
Asst. Secretary General
E. F. C.

2. W. GUNASENA PERERA,
Branch Secretary.

A BAUR & Co LTD., IMPORT DEPARTMENT COLLECTIVE AGREEMENT 2004 - ANNUAL INCREMENT

	<i>Unskilled</i> Rs. 25-00	<i>Semiskilled</i> Rs. 30-00	<i>Skilled</i> Rs. 47-00	<i>Medium</i> Rs. 40-00	<i>Heavy</i> Rs. 40-00	<i>Drivers</i> Rs. 47-50	<i>Porters</i> Rs. 30-00
Stage 1	5,506-00	5,756-00	6,006-00	6,256-00	6,306-00	6,506-00	6,006-00
2	6,882-50	7,195-00	7,507-50	7,820-00	7,882-50	8,132-50	7,507-50
3	6,907-50	7,225-00	7,555-00	7,860-00	7,922-50	8,180-00	7,537-50
4	6,932-50	7,255-00	7,602-50	7,900-00	7,962-50	8,227-50	7,567-50
5	6,957-50	7,285-00	7,650-00	7,940-00	8,002-50	8,275-00	7,597-50
6	6,982-50	7,315-00	7,697-50	7,980-00	8,042-50	8,322-50	7,627-50
7	7,007-50	7,345-00	7,745-00	8,020-00	8,082-50	8,370-00	7,657-50
8	7,032-50	7,375-00	7,792-50	8,060-00	8,122-50	8,417-50	7,687-50
9	7,057-50	7,405-00	7,840-00	8,100-00	8,162-50	8,465-00	7,717-50
10	7,082-50	7,435-00	7,887-50	8,140-00	8,202-50	8,512-50	7,747-50
11	7,107-50	7,465-00	7,935-00	8,180-00	8,242-50	8,560-00	7,777-50
12	7,132-50	7,495-00	7,982-50	8,220-00	8,282-50	8,607-50	7,807-50
13	7,157-50	7,525-00	8,030-00	8,260-00	8,322-50	8,655-00	7,837-50
14	7,182-50	7,555-00	8,077-50	8,300-00	8,362-50	8,702-50	7,867-50
15	7,207-50	7,585-00	8,125-00	8,340-00	8,402-50	8,750-00	7,897-50
16	7,232-50	7,615-00	8,172-50	8,380-00	8,442-50	8,797-50	7,927-50
17	7,257-50	7,645-00	8,220-00	8,420-00	8,482-50	8,845-00	7,957-50
18	7,282-50	7,675-00	8,267-50	8,460-00	8,522-50	8,892-50	7,987-50
19	7,307-50	7,705-00	8,315-00	8,500-00	8,562-50	8,940-00	8,017-50
20	7,332-50	7,735-00	8,362-50	8,540-00	8,602-50	8,987-50	8,047-50
21	7,357-50	7,765-00	8,410-00	8,580-00	8,642-50	9,035-00	8,077-50
22	7,382-50	7,795-00	8,457-50	8,620-00	8,682-50	9,082-50	8,107-50
23	7,407-50	7,825-00	8,505-00	8,660-00	8,722-50	9,130-00	8,137-50
24	7,432-50	7,855-00	8,552-50	8,700-00	8,762-50	9,177-50	8,167-50
25	7,457-50	7,885-00	8,600-00	8,740-00	8,802-50	9,225-00	8,197-50
26	7,482-50	7,915-00	8,647-50	8,780-00	8,842-50	9,272-50	8,227-50
27	7,507-50	7,945-00	8,695-00	8,820-00	8,882-50	9,320-00	8,257-50
28	7,532-50	7,975-00	8,742-50	8,860-00	8,922-50	9,367-50	8,287-50
29	7,557-50	8,005-00	8,790-00	8,900-00	8,962-50	9,415-00	8,317-50
30	7,582-50	8,035-00	8,837-50	8,940-00	9,002-50	9,462-50	8,347-50
31	7,607-50	8,065-00	8,885-00	8,980-00	9,042-50	9,510-00	8,377-50
32	7,632-50	8,095-00	8,932-50	9,020-00	9,082-50	9,557-50	8,407-50
33	7,657-50	8,125-00	8,980-00	9,060-00	9,122-50	9,605-00	8,437-50
34	7,682-50	8,155-00	9,027-50	9,100-00	9,162-50	9,652-50	8,467-50
35	7,707-50	8,185-00	9,075-00	9,140-00	9,202-50	9,700-00	8,497-50
36	7,732-50	8,215-00	9,122-50	9,180-00	9,242-50	9,747-50	8,527-50
37	7,757-50	8,245-00	9,170-00	9,220-00	9,282-50	9,795-00	8,557-50
38	7,782-50	8,275-00	9,217-50	9,260-00	9,322-50	9,842-50	8,587-50
39	7,807-50	8,305-00	9,265-00	9,300-00	9,362-50	9,890-00	8,617-50

40	7,832-50	8,335-00	9,312-50	9,340-00	9,402-50	9,937-50	8,647-50
41	7,857-50	8,365-00	9,360-00	9,380-00	9,442-50	9,985-00	8,677-50
42	7,882-50	8,395-00	9,407-50	9,420-00	9,482-50	10,032-50	8,707-50
43	7,907-50	8,425-00	9,455-00	9,460-00	9,522-50	10,080-00	8,737-50
44	7,932-50	8,455-00	9,502-50	9,500-00	9,562-50	10,127-50	8,767-50
45	7,957-50	8,485-00	9,550-00	9,540-00	9,602-50	10,175-00	8,797-50
46	7,982-50	8,515-00	9,597-50	9,580-00	9,642-50	10,222-50	8,827-50
47	8,007-50	8,545-00	9,645-00	9,620-00	9,682-50	10,270-00	8,857-50
48	8,032-50	8,575-00	9,692-50	9,660-00	9,722-50	10,317-50	8,887-50
49	8,057-50	8,605-00	9,740-00	9,700-00	9,762-50	10,365-00	8,917-50
50	8,082-50	8,635-00	9,787-50	9,740-00	9,802-50	10,412-50	8,947-50
51	8,107-50	8,665-00	9,835-00	9,780-00	9,842-50	10,460-00	8,977-50
52	8,132-50	8,695-00	9,882-50	9,820-00	9,882-50	10,507-50	9,007-50
53	8,157-50	8,725-00	9,930-00	9,860-00	9,922-50	10,555-00	9,037-50
54	8,182-50	8,755-00	9,977-50	9,900-00	9,962-50	10,602-50	9,067-50
55	8,207-50	8,785-00	10,025-00	9,940-00	10,002-50	10,650-00	9,097-50
56	8,232-50	8,815-00	10,072-50	9,980-00	10,042-50	10,697-50	9,127-50
57	8,257-50	8,845-00	10,120-00	10,020-00	10,082-50	10,745-00	9,157-50
58	8,282-50	8,875-00	10,167-50	10,060-00	10,122-50	10,792-50	9,187-50
59	8,307-50	8,905-00	10,215-00	10,100-00	10,162-50	10,840-00	9,217-50
60	8,332-50	8,935-00	10,262-50	10,140-00	10,202-50	10,887-50	9,247-50
61	8,357-50	8,965-00	10,310-00	10,180-00	10,242-50	10,935-00	9,277-50
62	8,382-50	8,995-00	10,357-50	10,220-00	10,282-50	10,982-50	9,307-50
63	8,407-50	9,025-00	10,405-00	10,260-00	10,322-50	11,030-00	9,337-50
64	8,432-50	9,055-00	10,452-50	10,300-00	10,362-50	11,077-50	9,367-50
65	8,457-50	9,085-00	10,500-00	10,340-00	10,402-50	11,125-00	9,397-50
66	8,482-50	9,115-00	10,547-50	10,380-00	10,442-50	11,172-50	9,427-50
67	8,507-50	9,145-00	10,595-00	10,420-00	10,482-50	11,220-00	9,457-50
68	8,532-50	9,175-00	10,642-50	10,460-00	10,522-50	11,267-50	9,487-50
69	8,557-50	9,205-00	10,690-00	10,500-00	10,562-50	11,315-00	9,517-50
70	8,582-50	9,235-00	10,737-50	10,540-00	10,602-50	11,362-50	9,547-50
71	8,607-50	9,265-00	10,785-00	10,580-00	10,642-50	11,410-00	9,577-50
72	8,632-50	9,295-00	10,832-50	10,620-00	10,682-50	11,457-50	9,607-50
73	8,657-50	9,325-00	10,880-00	10,660-00	10,722-50	11,505-00	9,637-50
74	8,682-50	9,355-00	10,927-50	10,700-00	10,762-50	11,552-50	9,667-50
75	8,707-50	9,385-00	10,975-00	10,740-00	10,802-50	11,600-00	9,697-50
76	8,732-50	9,415-00	11,022-50	10,780-00	10,842-50	11,647-50	9,727-50
77	8,757-50	9,445-00	11,070-00	10,820-00	10,882-50	11,695-00	9,757-50
78	8,782-50	9,475-00	11,117-50	10,860-00	10,922-50	11,742-50	9,787-50
79	8,807-50	9,505-00	11,165-00	10,900-00	10,962-50	11,790-00	9,817-50
80	8,832-50	9,535-00	11,212-50	10,940-00	11,002-50	11,837-50	9,847-50
81	8,857-50	9,565-00	11,260-00	10,980-00	11,042-50	11,885-00	9,877-50
82	8,882-50	9,595-00	11,307-50	11,020-00	11,082-50	11,932-50	9,907-50
83	8,907-50	9,625-00	11,355-00	11,060-00	11,122-50	11,980-00	9,937-50
84	8,932-50	9,655-00	11,402-50	11,100-00	11,162-50	12,027-50	9,967-50
85	8,957-50	9,685-00	11,450-00	11,140-00	11,202-50	12,075-00	9,997-50
86	8,982-50	9,715-00	11,497-50	11,180-00	11,242-50	12,122-50	10,027-50
87	9,007-50	9,745-00	11,545-00	11,220-00	11,282-50	12,170-00	10,057-50
88	9,032-50	9,775-00	11,592-50	11,260-00	11,322-50	12,217-50	10,087-50
89	9,057-50	9,805-00	11,640-00	11,300-00	11,362-50	12,265-00	10,117-50
90	9,082-50	9,835-00	11,687-50	11,340-00	11,402-50	12,312-50	10,147-50
91	9,107-50	9,865-00	11,735-00	11,380-00	11,442-50	12,360-00	10,177-50
92	9,132-50	9,895-00	11,782-50	11,420-00	11,482-50	12,407-50	10,207-50
93	9,157-50	9,925-00	11,830-00	11,460-00	11,522-50	12,455-00	10,237-50
94	9,182-50	9,955-00	11,877-50	11,500-00	11,562-50	12,502-50	10,267-50
95	9,207-50	9,985-00	11,925-00	11,540-00	11,602-50	12,550-00	10,297-50
96	9,232-50	10,015-00	11,972-50	11,580-00	11,642-50	12,597-50	10,327-50
97	9,257-50	10,045-00	12,020-00	11,620-00	11,682-50	12,645-00	10,357-50
98	9,282-50	10,075-00	12,067-50	11,660-00	11,722-50	12,692-50	10,387-50
99	9,307-50	10,105-00	12,115-00	11,700-00	11,762-50	12,740-00	10,417-50
100	9,332-50	10,135-00	12,162-50	11,740-00	11,802-50	12,787-50	10,447-50