

# ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය The Gazette of the Democratic Socialist Republic of Sri Lanka

අති විශේෂ EXTRAORDINARY

අංක 1401/16 – 2005 ජූලි 13 වැනි බඳාදා – 2005.07.13

No. 1401/16 – WEDNESDAY, JULY 13, 2005

(Published by Authority)

## PART I : SECTION (I) – GENERAL

### Government Notifications

My No. CI/278.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Theatre Ltd., Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and All Ceylon Commercial & Industrial Workers' Union, 457, Union Place, Colombo 02 of the other part on 24th March, 2005 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
28th June, 2005.

### Collective Agreement No. 11 of 2005

#### COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT made on this 24th day of March, Two Thousand and Five which takes effect from the First day of March Two Thousand and Five between Ceylon Theatres Ltd, duly registered in Sri Lanka under the Companies' Ordinance and having its registered office at Sir Chittampalam A. Gardiner Mawatha, Colombo 2, (hereinafter referred to as "the Employer") of the One part and the All Ceylon Commercial & Industrial Workers' Union, a Trade Union duly registered under the Trade Unions Ordinance and having its registered office at 457, Union Place, Colombo 2 (hereinafter referred to as "the Union") of the Other Part.

**TITLE:** This Collective Agreement shall be known and referred to as "The Ceylon Theatres Theatre Staff Collective Agreement of 2005".

1. **Date of Operation and Duration.**— This Agreement shall be effective from the First day of March 2005 and shall thereafter continue to be in force unless it is determined by either party giving three months' written notice subject to the proviso that no valid notice could be given by either party before the First day of December, 2007.

2. **Employees Covered and Bound.**— This Agreement shall cover and bind members of the Union employed on monthly contracts of employment by the employer as at the date of signing this Agreement in the respective theatres of the employer in any of the categories for whom a salary scale has been prescribed in this Agreement in the First Schedule hereto save and except staff holding positions as Managers and / or Assistant Managers (hereinafter referred to as "the employees" where relevant).

3. **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 contracts of employment be written or oral, which are subsisting as at the date hereof or shall come into being during the continuance in force of this Agreement.

4. **Hours of Work and Attendance.**— The normal working hours shall be those which are customarily worked at a Theatre in the establishment of the employer, provided however that in the event of the number of screenings of films in a Theatre being increased it is agreed that the working hours shall be adjusted to correspond with the hours of such additional screenings. Irregular attendance or unpunctuality of an employee shall constitute neglect of duty, for which he shall be liable to disciplinary action.

5. **Overtime** —

- (i) If required by the employer an employee shall work reasonable overtime, which has been authorized by the employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the employer, will render the employee liable to disciplinary action.
- (ii) Overtime remuneration shall be paid in accordance with the decisions of the Wages Board for the Cinema Trade.
- (iii) The basis of ascertaining the normal hourly rate for the purpose of overtime will be by dividing the gross monthly salary by 200.

6. **Salary** —

- (i) Subject to the provisions of Clause (7) hereof as from 1st March 2005, each employee shall be paid upon and subject to the other terms and conditions herein contained a monthly consolidated wage on the basis of the scales of consolidated wages set out in the First Schedule hereto.
- (ii) The Scales of consolidated wages set out in the First Schedule hereto shall include all allowances which were earlier consolidated under the Collective Agreement of 2001 and the Cost of Living Allowance up to the index figure 4004.

7. **Conversion To Scales Of Monthly Consolidated Salaries** —

- (i) For the purpose of ascertaining the monthly salary, which an employee shall receive with effect from 1st March 2005, on the basis of the scales of consolidated salaries set out in the First Schedule hereto, the following amounts shall be added to the monthly basic salary paid to an employee as at February, 2005.
  - (a) An Immediate increase effective from 1st March, 2005 of 15% based on the employees basic salary as at February, 2005.
  - (b) A sum of Rs. 1,165 to represent the difference in the Colombo Consumer Price Index Figure of 4004 - 2884 × Rs.1.04 (Rounded off to Rs.1,165) shall be added to the salaries increased in the manner set out at (a) above.
- (ii) Consequent to the addition to the amount referred to at (i) (a) and (b) above, the employee concerned shall be placed on the Grade applicable to him in the salary scales as set out in Schedule One hereof at the corresponding point in monetary terms. In the event of there being no corresponding point, the employee shall be placed on the next higher point.
- (iii) The salary increases as provided for under (i) (a) and (b) above, shall apply only to employees in the employment of the employer as at the date of signing this Collective Agreement.
- (iv) In addition to the above increases in (i) (a) and (b) and employee will be entitled to a sum equal to 5% of the amount of his basic salary as at February, 2005, which would be paid to them as a special allowance commencing from 1st March 2006. This sum would attract Provident Fund, Trust Fund and other consequential payments.
- (v) In addition to the above increases in (i) (a), (b) and (iv) and employee will be entitled to a sum equal to 5% of the amount of his basic salary as at February, 2005, which would be paid to them as a special allowance commencing from 1st March 2007. This sum would attract Provident Fund, Trust Fund and other consequential payments.

8. **Special Non- Recurring Gratuity** —

- 1. In recognition of the satisfactory conclusion of negotiations which led to the signing of this Collective Agreement the Employer, by way of a Special Non- Recurring Gratuity, will pay to all employees in employment as at the date of signing this Agreement, a lump sum payment calculated on the basis of a sum equal to 15% of the basic salary paid to an employee as at February 2005 inclusive of the 5% special allowance paid under Clause 7 (iv) of the 2001, Collective Agreement multiplied by five (05). This sum shall be paid within a period of Two Weeks of signing this Agreement. This sum shall not form a part of employee earnings for any statutory purpose whatsoever.

9. **Cost of Living Allowance.**— As from the 1st of March, 2005, every employee covered and bound by this Agreement shall receive a cost of living calculated as follows:—

- (a) The base index for calculation shall be taken as 4004.
- (b) For every Complete point increase above the said base figure, each employee shall receive monthly a sum equal to Rs.1.04 for every complete point increase.
- (c) The amount payable as cost of living allowance shall be included for purposes of all consequential benefits such as Provident Fund, Trust Fund, Overtime, Gratuity and Bonus.

10. **Sick Leave.**— An employee shall be entitled to be paid sick leave not exceeding 14 days per calendar year provided that his illness is supported by a certificate from a registered medical practitioner acceptable to the Employer and provided further that such workman shall have been in the service of the Employer for not less than 12 months immediately preceding the commencement of the said calendar year.

11. **Annual Holidays.**— Employees shall be entitled to annual holidays in terms of the decisions of the Wages Board for the Cinema Trade subject to the following:—

- (a) Such holidays will be allowed at a time mutually convenient to the Employer and employee.
- (b) Where the entire workplace is shut down, employees shall take their annual holidays during that period and such decision will be made by the Employer only.

12. **Weekly and Statutory Holidays** –

- (a) Employees shall be granted weekly and statutory holidays as are prescribed by the decisions of the Wages Board for the Cinema Trade. Employees may be called upon to work on such days, in which event they shall be remunerated in terms of the decisions of the Wages Board.
- (b) In addition to the statutory holidays prescribed by the Wages Board decisions for the Cinema Trade Two paid holidays will be allowed to the workman either on 1st Januray and on the day prededing the Sinhala and Hindu New Year's day in each year or on two other days in each year, as the Employer may determine.
- (c) Employees shall perform work in accordance with a roster subject to any obligation of the employer to pay overtime in accordance with the law. Any failure to comply with the roster shall constitute serious misconduct and be regarded as a breach of the Collective Agreement.

13. **Leave On Short Working Days.**— Any sick, casual or annual leave availed of on a Saturday which is presently the short working day shall be deemed to be a full day for the purpose of setting off such absence against an employee's leave entitlement.

14. **Duty Leave.**— An Employer shall grant duty leave with pay and not more than two office bearers of the Union to be present at conferences and / or inquiries under the provisions of the Industrial Disputes Act and/or at the Labour Department in relation to any industrial dispute between the Union and such employer provided, however, that such employer may refuse to grant such leave if the exigencies of service warrant such refusal and provided further that such employer shall be given three working days notice of any request for duty leave as aforesaid.

15. **Salary For Periods Less Than One Month.**— For the purpose of this Agreement salaries of any employee for periods less than one month shall be computed in the following manner:—

- |     |                  |   |   |
|-----|------------------|---|---|
| (a) | For one day      | – | The salary for a month divided by twenty five (25)          |
| (b) | For one hour     | – | The salary for a month divided by two hundred (200)         |
| (c) | For one half day | – | A day's salary ascertained as above divided by two (2)      |
| (d) | For one week     | – | A day's salary ascertained as above multiplied by seven (7) |

16. **Annual Increments.**— The annual increments provided in each grade of the scales of basic salaries hereto shall be automatic unless as a matter of punishment for general inefficiency or disciplinary action on account of serious misconduct an increment is suspended, stopped or deferred; in which case where an increment is –

- (a) deferred, the loss of increment shall be continuous throughout the years;
- (b) stopped, the loss of increment shall only be for a period of the stoppage;

- (c) 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 no 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 effected in cases where the employee has been notified in writing of the complaint against such employee and he has been found guilty of inefficiency, chronic absenteeism, fraud or misconduct which, in the circumstances, does not merit the termination of employment. The employee shall be notified in writing of the reason for deferment stoppage or suspension of an increment as the case may be.

17. **Carrying Out The Employer's Instructions As To Duties.** - It is agreed that the employer will having regard to practice and operational requirements, assign duties to the employees of the Theatre in which an employee is engaged and the employees will carry out such duties, which may involve work in categories outside the specific category to which an employee has been appointed.

18. **Warnings.** - If in the opinion of the employer an offence warrants a warning, the same shall be conveyed to the employee by letter, a duplicate of which shall be signed by the employee.

19. **Probation.** - Every employee recruited by the employer shall serve a period of probation of not more than six (6) months, provided however, that if at the expiry of six (6) months, the employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three months and in that event the employer shall indicate to the employee in writing the reasons why the probationary period has been further extended. During the period of probation or extended probation, the employer shall have the right to terminate the services of the employee without notice.

20. **Disputes Procedure.** - The procedure to be followed for the settlement of a dispute shall be as follows:

- (i) In the first instance, the Union will submit any demand on behalf of its members to the employer and give the employer at least ten (10) working days time within which to reply. If in the Union's opinion the employer's reply is unsatisfactory then the Union and the employer shall explore the possibility of reaching a settlement.
- (ii) 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 discussions with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labour shall then proceed until the Department reports failure.
- (iii) The Union and its members shall not engage in any strike or other forms of trade union action while negotiations regarding any demand or dispute are in progress or while discussions in respect of any such demand or dispute are taking place before the Department of Labour.

21. **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 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 or the legitimate activities of that Union and/or its members or is 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 concerned, the Federation and the Commissioner of Labour before the date of commencement of any intended strike or other form of trade union action consequent on 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 or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interests of that Union and/or its members.

22. **Co-Operation.** - The employees will at all times co-operate with the employer and the respective cinema management personnel in the efficient operation of the Theatres and the provision of satisfactory services to patrons in the overall objective of enhancing company profitability and stability.