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අංක 1386/15 – 2005 මාර්තු 29 වැනි අඟහරුවාදා – 2005.03.29
No. 1386/15 – TUESDAY, MARCH 29, 2005

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1407.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between International Dairy Products Limited, No. 440, T. B. Jayah Mawatha, Colombo 10 of the one part and Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 31st December, 2004, 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.
25th February, 2005.

Collective Agreement No. 46 of 2004

Agreement between The International Dairy Products Limited and The Ceylon Mercantile, Industrial and General Workers' Union (CMU)

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THIS AGREEMENT made on this Thirty First day of December, Two Thousand & Four between INTERNATIONAL DAIRY PRODUCTS LIMITED, having its registered office at No. 440, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as the "Employer") of the ONE PART

AND

THE BRANCH UNION IN IDPL OF THE CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKERS' UNION a trade union duly registered under the provisions of the Trade Unions Ordinance and having its registered office at No. 3, 22nd Lane, Colombo 3 (hereinafter referred to as "The Branch Union" of the OTHER PART.

WHEREAS the Ceylon Mercantile, Industrial and General Workers' Union (the Union) has given its authority to its Branch Union of the International Dairy Products Limited to enter into this Agreement on its behalf.

AND WHEREAS in view of the specific authority given by the Union, the Branch Union has agreed with the International Dairy Products Limited to enter into this Agreement, containing the terms and conditions of employment and matters incident thereto or connected therewith.

WHEREBY it is hereby agreed by between the parties as follows:

1. **Employees to be Covered and Bound.** - This Agreement will cover and bind the employer, the Branch Union and its members in respect of those who belong to the grading categories set out in Appendix I and II.

2. **Date of Operation and Duration.** - This Agreement shall be effective as from the First Day of December, Two Thousand & Four and shall thereafter continue in force unless it is determined by either party giving one month's notice in writing to the other.

3. The parties to this Agreement hereby agree to be covered and bound by the provisions of the International Dairy Products Limited Collective Agreement of 2001, subject to the changes agreed between the parties as hereinafter set out below in respect of such matters.

4. **General Terms and Conditions of Employment.** - (i) The terms and conditions of this Agreement shall from the date hereof and during the continuance in force of this Agreement, be deemed to be included in all the contracts of service between the Employer bound by this Agreement and an Employees covered and bound by this Agreement, whether such contracts of service be written or oral, which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement.

(ii) (a) The Branch Union and its members who are 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 or any of the terms and conditions of the employment presently applicable to any of the employees covered by and bound by 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.

(b) Subject to the terms of this Agreement, the Employer agrees that it shall not seek to vary 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, or all or any of the benefits presently enjoyed by and of the employees covered and bound by this Agreement other than by mutual agreement.

(c) Any dispute or difference arising from negotiation under the provisions of sub-clause (a) or (b) may be resolved by the procedure laid down in Clause 34 "Grievance and Dispute procedure" of the International Dairy Products Limited Collective Agreement of 2001.

5. **Salary Revisions.** - In recognition of the changes to work arrangements and payments as set out in the provisions of this Agreement, the Employers have agreed to revise the salaries on the following basis:-

(i) With effect 1st December 2004, the monthly salary of an employee as at 30th November 2004 will be increased by an amount equal to 9.0% thereon and the salary of each employee shall stand revised accordingly with effect from 1st December 2004.

(ii) with effect 1st December 2005, the monthly salary of an employee as at 30th November 2005 will be increased by an amount equal to 8.5% thereon and the salary of each employee shall stand revised accordingly with effect from 1st December 2005.

(iii) With effect 1st December 2006, the monthly salary of an employee as at 30th November 2006 will be increased by an amount equal to 8.0% thereon and the salary of each employee shall stand revised accordingly with effect from 1st December 2006.

6. **Salaries.**– In recognition of the changes to the salary structure the employees have agreed to amendments to the IDPL Collective agreement 2001 as prescribed below.

(i) Deletion of clause 13.5

(ii) Amendment to Clause 13.6. “No further payments will be made in respect of the Cost of Living allowance in relation to the rise in the Colombo consumers price index, non recurring cost of living gratuity and service increments for the years 2004, 2005 and 2006

7. **Medical Benefits and Hospitalisation.**– With reference to clause 26.1 of the IDPL CA of 2001, the medical reimbursement has been revised in the following manner.

2004 – Rs. 8,500
2005 – Rs. 8,500
2006 – Rs. 8,500

The employer agrees for the employee to accumulate to a maximum of Rs.20,000 unutilised reimbursement of Medical expenses.

8. **Shift Allowance.**– With reference to clause 20 of the IDPL CA of 2001 the shift allowance is revised in the following manner.

Morning	6.00 a. m to 2.00 p.m	Rs. 30
Afternoon	2.00 a. m to 10.00 p.m	Rs. 35
Night	10.00 p. m to 6.00 a.m	Rs. 90

9. **Festival Advance.**– With reference to clause 17 of the IDPL CA of 2001, the festival advance will be enhanced to a sum not exceeding Rs. 5,000 with the terms and conditions remaining unchanged.

10. **Grading.**– With reference to clause 11 of the IDPL CA of 2001, Employees covered and bound by this Agreement shall be graded as shown in appendix I and II

Appendix I

INTERNATIONAL DAIRY PRODUCTS LIMITED, INITIAL SALARY POINTS – ALL EMPLOYEES

<i>Grade</i>	<i>Minimum Rs.</i>
Multi Skilled	12,350.00 pm
Highly Skilled	11,400.00 pm
Skilled	10,450.00 pm
Semi Skilled	9,700.00 pm

Appendix II

INTERNATIONAL DAIRY PRODUCTS LIMITED, POLONNARUWA FACTORY – GRADING OF EMPLOYEES

<i>Division</i>	<i>Multi Skilled</i>	<i>Highly Skilled</i>	<i>Skilled</i>	<i>Semi Skilled</i>
Production	Lead Operator	Area Operator	UHT Operator Evaporator Operator Filling Operator In line Operator Utility Operator	Machine Operator Mixing Operator Liquid Operator
Engineering	Lead Technician	Senior Technician	Technician Utility Technician Technical Store Keeper	Assistant Technician Assistant Utility Technician

Quality Assurance	Lead QA Analyst	Senior QA Analyst	QA Analyst	Assistant QA
Administration and Human Resources	Lead Accounts/HR Clerk	Senior Accounts Clerk Senior HR Clerk	Accounts Clerk	
Warehouse	Lead Warehouse Keeper	Senior Warehouse Operator	Warehouse Clerk	Warehouse Operator

In witness hereof the parties aforesaid have hereto set their hands at Colombo Satish Srinivasan, Vice President, Technical International Dairy Products Limited, Gonsalu Koralage Surenn De Chickera, Vice President, Human Resources, International Dairy Products Limited, have set their hands for and on behalf of the said Company on the Thirty First day of December, Two Thousand and Four.

SATISH SRINIVASAN.

GONSALU KORALAGE SURENN DE CHICKERA.

WITNESS TO THE SIGNATURE OF THE SAID:

Satish Srinivansan
Gonsalu Koralage Surenn De Chickera

Signed
Signed

In witness hereof the parties aforesaid have hereunto set their hands at Colombo, Perum Badayalage Wimaladasa, President, Ceylon Mercantile Industrial and General Workers' Union (CMU) International Dairy Products Limited, Branch, Walgamage Indika Roshan Kumara, Assistant Secretary, Ceylon Mercantile Industrial and General Workers' Union (CMU), International Dairy Products Limited Branch, on the Thirty First Day of December, Two Thousand and Four.

PERUM BADAYALAGE WIMALADASA.

WALGAMAGE INDIKA ROSHAN KUMARA.

WITNESS TO THE SIGNATURE OF THE SAID:

PERUM BADAYALAGE WIMALADASA
WALGAMAGE INDIKA ROSHAN KUMARA

Bala Tampoe
Bala Tampoe

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My No.: CI/1039.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Memorandum of Settlement entered into between Indian Bank, Colombo, No. 22 and 24, Mudalige Mawatha, Colombo 01, of the one part and Ceylon Bank Employee's Union, No. 20, Temple Road, Colombo 10 of the other part on 23rd December, 2004 is hereby published in terms of Section 12 (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.
25th February, 2005.