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No. 1391/20 – THURSDAY, MAY 05, 2005

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI/578.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Acme Printing & Packaging Limited, 1st Floor, Lakshmans Building, 320, Galle Road, Colombo 03 of the one part and Wanija Ha Karmika Sevaka Sangamaya (The Commercial & Industrial Workers' Union), No. 17, Barracks Lane, Colombo 02 of the other part on 31st January, 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.
31st March, 2005.

Collective Agreement No. 03 of 2005

COLLECTIVE AGREEMENT BETWEEN ACME PRINTING & PACKAGING LIMITED AND COMMERCIAL & INDUSTRIAL WORKERS' UNION – NOVEMBER, 2004

This Collective Agreement made under the Industrial disputes Act this Thirty first day of January Two thousand and five to take effect from the First day of November Two Thousand and Four. between ACME Printing & Packaging Limited, a Company having its registered office at 1st Floor, Lakshmans Building, 320, Galle Road, Colombo 3 (hereinafter referred to as the "Employer") of the One Part, and The Wanija Ha Karmika Sewaka Sangamaya (The Commercial & Industrial Workers' Union), a Trade Union duly registered under the Trade Union Ordinance and Having its Registered Office at No. 17, Barracks Lane, Colombo 2 (Hereinafter Referred to as "The Union") of the other Part.

Witnesseth and it is hereby agreed between the parties as follows :

TITLE : This Agreement shall be known and referred to as The Acme Printing & Packaging Manual Workers' Collective Agreement of 2004.

PART I

CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO AND CONNECTED HEREWITH

1. **Parties Covered and Bound.**— Subject to the provisions of Clause 15 hereof, this Agreement shall cover and bind the Employer, the Union and all tally numbered "A" series Employees engage on permanent monthly contracts of employment by the Employer as at the date hereof and are members of the Union.

2. **Date of Operation and Duration.**— (i) This Agreement shall be effective from the First Day of November 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 subject to the proviso that no party shall give notice before the First Day of October of the Year Two Thousand and Seven such notice shall not expire before the Thirty First day of October Two Thousand and Seven.

(ii) It is agreed that the Union will be free to present its demands at any time after the First August Two Thousand and Seven and that discussions could commence as soon as practicable thereafter with a view of concluding negotiations for a fresh Collective Agreement when the minimum period of the current Agreement comes to an end.

3. **General Terms and Conditions of Employment.**— During the continuance in force of this Agreement, the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer and the Employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this agreement.

4. **Union – Management Cooperation.**— The Union and employees agree that the following matters are solely and exclusively the rights and responsibilities of the Management and that all efforts will be made to support and assist the Management in selection, placement, deployment, transfer, promotion of employees, determination of working hours and work programmes, planning and controlling of all operations, introduction of new products or machinery, up-grading of existing facilities, change of production methods and systems, expansion of re-allocation of production facilities, establishment of quality and production standards/efficiency and the consequence thereof, maintenance of discipline in the workplace.

5. **Probation.**— Every Employee recruited by the Employer shall serve a period of probation of not more than Six (06) months. Provided however that if during the Six (06) months probationary period the Employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (03) months and in that event the Employer shall indicate to the Employee in writing the reasons why probationary period has been extended. During the period of probation or extended probation the Employer will be entitled to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed by the Employer, the Employee shall be deemed to be confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation as the case may be ended.

6. **Attendance.**— (i) Unless otherwise specifically instructed by the Employer, an Employee will present himself for work on every day (other than a holiday or on a day on which he is on approved leave) at the usual starting time of the stores, factory, mill or job and will remain available for work through the normal working hours.

(ii) If at the store, factory, mill or job work is temporarily not available for an Employee in his own occupation, he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at the same or other work site where work is available.

(iii) Irregular attendance or unpunctuality will constitute conduct in respect of which an employee will be liable to appropriate disciplinary action.

7. Hours of Work And Shift Allowance. - (i) All employees will be liable to work on shifts, including night shifts in rotation.

(ii) The normal working hours will not exceed :

- (a) Forty-five (45) hours in a week.
- (b) Nine (09) hours on five days of a week inclusive of an interval;
- (c) Six (06) hours on the sixth day inclusive of an interval.

(iii) (a) For the purpose of remuneration, the clock-in time will be reckoned from the actual time the employee reports to the department/work station, suitably attired ready to commence work.

(b) An employee will not cease work until the designated official closing time, except during designated intervals.

(c) There will be no dressing up time or washing up time on Company time either at commencement or at the end of work. This applies to all employees of the company.

(iv) Employees who work on shifts will receive the following allowance for each shift worked. Employees who work half the shift will only be entitled to 50% of this allowance-

- (a) Morning shift (First shift) - Rs.14
- (b) Afternoon shift (Second shift) - Rs. 23
- (c) Night shift (Third shift) - Rs. 53
- (d) If an employee is present for all night shifts scheduled for the week, instead of Rs. 53 per night shift Rs. 65 per night shift will be paid.

8. Operating Fork - Lift Trucks. - (i) Employees are required to operate Fork - Lift Trucks for which suitable training will be provided.

9. Overtime.-(i) If required by the Employer, an Employee will work reasonable overtime authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation acceptable to the Employer will render the employee liable to appropriate disciplinary action.

(ii) Work in excess of normal working hours will be remunerated at one and a half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause 19 hereof.

10. Weekly Holidays.-(i) In respect of each week, an employee will be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however, that if he has not worked for a period of at least twenty (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer will be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 19 hereof.

(ii) In computing the period of twenty eight (28) hours referred to in sub - clause (i) the following will be included :

- (a) Every holiday allowed by the Employer to the Employee as annual holiday.
- (b) Every public holiday granted by the Employer in terms of Clause 12 hereof ; and
- (c) Every day of absence on any ground approved by the Employer.

(iii) An Employer may be employed on a weekly holiday subject to the following conditions. (a) A day within the six days next succeeding such weekly holiday will be allowed as a holiday with remuneration. Provided however that if he is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (i.), then and in such event that he shall forfeit and the Employer will be entitled to deduct one day's wage computed in accordance with the provisions of Clause 19 hereof in respect of the holiday which will be allowed to him within six (6) days of that weekly holiday. Provided further that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may, with the consent of the Employee -

(b) Instead of allowing as alternate holiday within six (6) days of the weekly holiday in respect of which he will not be liable to forfeit and the Employer will not be entitled to deduct one day's wage computed in accordance with the provisions of Clause 19 hereof in lieu of such alternative holiday, or

(c) In case that Employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he will be liable to forfeit and the Employer will be entitled to deduct a day's wage as aforesaid, employ him on the alternate holiday.

(iv) That in respect of work done on such weekly holiday he will be paid as remuneration - (a). one and half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of Clause hereof for the number of hours worked during the first nine (09) hours (inclusive of one hour for a meal/rest); and

(b) at double the normal hourly rate ascertained in accordance with the provisions of Clause 19 hereof for each subsequent hour of work.

The provisions of this sub-clause shall not apply to Employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.

11. **Annual Holidays.** - Annual holidays will be allowed in accordance with the decisions of the Wages Board for the Engineering Trade, on days convenient to the employer and employee, on prior application.

12. **Public Holidays.** - (i). Public holidays will be allowed in accordance with the decisions of the Wages Board for the Engineering trade. Provided however that an Employee may be employed on a Public Holiday in accordance with the decisions of the Wages Board for the Engineering Trade.

(ii) If any public holiday to which an Employee is eligible under the provisions of sub-clause (i) falls on Sunday, a day either in the six (6) days immediately preceding or in the six (6) days immediately succeeding such public holiday will be granted as a weekly holiday in accordance with the provisions of Clause 10 hereof.

(iii) If any public holiday to which an Employee is eligible under the provisions of sub-clause (i) falls on Saturday the number of hours constituting the normal working day on the day immediately preceding the public holiday will be the same as on a Saturday.

13. **Casual Leave.** - (i). In respect of each year of employment during which any Employee has been continuously in employment, he shall be entitled to take on account of private business or other reasonable cause including ill health if his entitlement to Sick Leave has been fully utilised, leave (hereinafter referred to as "Casual Leave") with remuneration for a period of an aggregate of period not exceeding seven (7) days and the Employer will allow such Casual Leave with pay. Provided however, that not more than two (2) days Casual Leave will be taken at any time save and except upon the grounds of ill-health.

Provided further that he will not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of the first year of including any period of probation, he will be entitled to casual leave for that year computed on the basis of one day for each complete period of two months' service.

(ii) Casual Leave will normally be granted on prior application, without the Employee being required to state the reason for the application the employee will make the application within a reasonable time period to the commencement of the leave so as to enable the employer to make the requisite work arrangements. Where the Employer finds it difficult to grant an application for Casual Leave the difficulty will be notified to him as soon as possible after the application is made and in such case he may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant the Casual Leave. If due to unforeseen circumstances, the employee is unable to make prior application and is also unable to report for work, the Employee, must inform the Employer on the same day his inability to attend work. If no information is received and the reasons for failure to notify are also unsatisfactory, the Employer may refuse an application made subsequent to the absence.

14. **Sick Leave.** - In any year an employee will be entitled to sick leave not exceeding twenty one (21) days provided that -

(i) The employee complies with the sick leave procedure in the Medical Aid Scheme in the Second Schedule hereto.

(ii) An employee who has been on probation will, as from the date of confirmation and in respect of the remainder of his first year of employment (which shall mean the period January to December), be entitled to Sick Leave not less than ten (10) days if such absence is supported by a Medical Certificate from the Company's Medical consultant.

(iii) The employee informs the employer of his inability to report for work on grounds of sickness not later than the first day of absence.

15. Monthly Consolidated Wage and Conversion to New Scale.– (i) As from 1st November 2004, 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 scale of consolidated wages set out in the First Schedule hereto. This wage scale has been arrived at by the addition of Rs. 250.00 to each wage point on the scales applicable to the employees as at 31st October 2004.

(ii) In the case of employees in employment as at 1st November 2004, the following provisions shall apply in the conversion of their wages to the wage scales in terms of the First Schedule hereto.

(a) Each employee shall be entitled to a 12.5% increase on the wage applicable to him as at 31st October 2004.

(b) The aforesaid increase of 12.5% shall be added to the wage applicable to such employee as at 31st October 2004.

(c) After the addition of the 12.5% in terms of (b.) above each employee shall with effect from 1st November 2004 be placed on the corresponding point in monitory terms in the grade applicable to him on the wage scale set out in the First Schedule hereto. In the event of there being no such corresponding point, the employee shall be placed on the next higher point in monitory terms in the grade applicable to him on the said wage scale.

(iii) With effect from 1st November 2005, every employee who was in service as at 1st November 2004 and remains in employment as at 1st November 2005, will be entitled to an increase in his monthly wage by a sum equal to 7.5% of the wage paid to him as at 31st October 2005.

(a) Subsequent to the 7.5% increase in the monthly wage in terms of Clause (iii) above, each employee shall be placed on the corresponding point in the relevant grade on the wage scales applicable at such time. In the event of there being no such corresponding point, the employee shall be placed on the next higher point in monitory terms in the grade applicable to him on the said wage scale.

(iv) This Agreement shall not have the effect of changing the incremental date of an employee.

(v) (a) At the expiry of the twelve month period commencing from the First day of December Two thousand and three, the scales of consolidated wages set out in the First schedule hereto have been revised by addition to and consolidation with the wage at each stage of each grade of an amount in Sri Lanka Rupees equal to the number of complete points by which the Colombo Consumers' Price Index figure has increased during such twelve month period, multiplied by two (2), and the wage payable to each employee under this Agreement shall accordingly be increased by a like amount as from the First Day of December Two thousand and four. The wage scales so revised are set out in the Schedule – II hereof.

(b) At the expiry of each twelve month period commencing from the First day of December Two thousand and four, scales of consolidated wages revised in the manner prescribed above shall be revised in like manner as from the First day of December of the succeeding year by addition to and consolidated with the wage at each stage and grade of the consolidated wages in force in the twelve month period immediately preceding of an amount equal to the number of complete points by which the Colombo Consumers Price Index has increase during such preceding twelve month period, multiplied by two (2), and the wage of each employee as from the First day of December Two thousand and four of the succeeding year shall be increased by a like amount during the continuance in force of this Agreement.

(vi) If during the continuance in force of this Agreement the Government of Sri Lanka – (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the employers to make such payment, the employer shall pay such increase in wages prescribed by such written law in terms of such written law,

(b) Recommends increases in wages, such recommendations will not be applicable to the Employer irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.