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අති විශේෂ EXTRAORDINARY

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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI / 1396.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Nisol Corrugated Cartons Ltd, No. 129, Reid Avenue, Colombo 04 of the one part and Ceylon Mercantile Industrial and General Workers Union (C.M.U.), No. 03, 22nd Lane, Colombo 03 of the other part on 19th March, 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.
23rd June, 2004 .

Collective Agreement No. 15 of 2004

THIS Collective Agreement entered into between Nisol Corrugated Cartons Ltd, a Company duly registered in Sri Lanka and having its registered office at No. 129 Reid Avenue, Colombo 4 (hereinafter referred to as “the Company”) and the Ceylon Mercantile Industrial and General Workers Union (CMU), a trade union duly registered in Sri Lanka having its registered office at No. 3, 22nd Lane, Colombo 3 (hereinafter referred to as “the Union”) on this 19th day of March 2004 at Colombo.

WHEREAS,

1. The Union made proposals to the Company for the revision of terms and conditions applicable to their members in the factory of the Company situated at Ekala, hereinafter referred to as “the factory”.
2. The Company and the Union after negotiations have arrived at an agreement with regard to the matters discussed.
It is agreed between the said parties as follows:

1. **Parties Covered and Bound.**– This agreement shall cover and bind the Company, the Union and members of the Union employed on monthly contracts of employment by the Company in the manual grades of the Company factory at Ekala, hereinafter referred to as “the employees”.

2. **Salaries.**— (i) With effect from 1st February 2004 the Company will increase the salaries of the employees in the manner given below.

To the salaries paid to employees as at January 2004 the following amounts shall be added.

- (a) A sum of Rs. 150 (applicable to all permanent and confirmed employees as at 01st April 2003). This amount shall be in addition to the salary increase of Rs. 350 granted to such employees with effect from 1st April 2003 and in respect of which Rs. 150 notional arrears is payable and included in the total lump sum payment referred to at subclause III hereof.
- (b) A sum of Rs. 650

The total arrived at in terms of the above shall thereafter constitute the basic salary of an employee with effect from 1st February 2004.

(ii) The employees will continue to receive during the period of this agreement the annual salary increment that is granted in accordance with the salary scale applicable to each employee and the seniority allowance in keeping with existing practice.

(iii) Inclusive of the notional arrears as payable in terms of clause 2(1)(a) above, the Company will pay each employee a lump sum of Rs. 4,000 (Rupees Four Thousand Only) within two weeks of the date hereof.

3. **Production Bonus Scheme.**— (i) The Company will pay a monthly production bonus to employees in accordance with the production bonus scheme as set out in Schedule I hereto. Payments in terms of Clause (b) of the scheme shall commence with effect from 1st March 2004.

(ii) It is agreed between parties that subject to the availability of orders, production will be maintained such as to achieve a delivered tonnage of not less than 1100 m. tons per month.

4. **Daily Attendance Incentive Payments.**— With effect from 1st February 2004 the daily attendance incentive payable to employees will be increased to Rupees Ten (10) per day for a full day's attendance at work.

5. **Night Shift Allowance.**— With effect from 1st February 2004 the night shift allowance payable to the employees shall be Rs. 65 per night shift.

6. **Dispute Settlement Procedure.**— In the event of a dispute that may arise between parties the following procedure shall be followed for the resolution of such dispute;

- (a) The branch committee of the Union will initially raise such dispute with the Management and parties shall endeavor to have such dispute resolved through discussions.
- (b) In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union and the Union will raise it with the Management direct or with the Employers Federation of Ceylon for resolution through discussions.
- (c) In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above the Union or the Company may seek the intervention of the Department of Labour under the provisions of the Industrial disputes Act for conciliation.
- (d) Subject to clause 8 hereof the Union and the employees agree that they shall not resort to any form of trade union action without having complied with the procedure set out above for the settlement of an industrial dispute and in the event of any trade union action the Company shall be given reasonable notice of such action.

7. **Trade Union Action.**— The Company, the Union and the employees covered and bound by this agreement agree that no party shall attempt to amend, vary or alter the terms of this agreement during its period of operation and the Union and the employees shall not resort to any form of trade union action whatsoever in relation to any matter covered by this agreement or related to the remuneration package of employees.

8. **Period of Operation.**— Unless expressly stated otherwise the provisions of this agreement shall take effect from 1st February, 2004 and shall remain in force up to 31st March, 2005.

9. **Work Arrangements.**— In respect of work arrangements in the factory, the Company has reached an agreement with the employees and the branch of the Union and the terms thereof shall be confirmed in writing and signed between parties.

In witness hereof the parties hereto have set their hands on this 19th day of March, 2004.

For and on behalf of
NISOL CORRUGATED CARTONS LTD.

For and on behalf of
CEYLON MERCANTILE, INDUSTRIAL &
GENERAL WORKERS' UNION (CMU)

N. D. C. AUSTIN
Deputy Chairman

BALA TAMPOO
General Secretary

WITNESS :

WITNESS :

U. K. B. DASANAYAKA
Director-General
Employers' Federation of Ceylon

A. C. P. PERCY LEONARD LOPIS
Branch Secretary

SCHEDULE I

PRODUCTION BONUS SCHEME

- (a) The Company will continue to pay the employees a monthly production bonus in terms of the scheme prevailing in the factory as at January, 2004.
- (b) Inclusive of the amount payable by way of the monthly production bonus under the scheme prevailing as at January, 2004 (max. Rs. 750/-) referred to at (a) above, employees will be entitled to payment as follows in respect of production tonnage delivered and accepted by the customers in respect of each month.

<i>Delivered & Accepted Tonnage</i>	<i>Rate Payable</i>
900 tons - 999 tons	Rs. 1/- per ton
1000 tons - 1099 tons	Rs. 1/05 per ton
1100 tons - 1199 tons	Rs. 1/20 per ton
1200 tons - 1299 tons	Rs. 1/25 per ton
1300 tons and above	Rs. 1/30 per ton

- (c) Based on absence at work during a month, the following deductions will be made from the payments in excess of Rs. 750/- payable in terms of the formula given above.

(i) Up to 03 days leave	No deduction
(ii) 04 days leave	15%
(iii) 05 days leave	30%
(iv) 06 days leave	50%
(v) 07 days leave	75%
(vi) 08 days leave and above	No payment

Any period of unauthorized absence (no pay) during a month will disqualify an employee from receiving any payment under this scheme.

- (d) Subject to the availability of orders, production will be maintained so as to achieve a delivered tonnage of not less than 1100 m. tons per month.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Polytex Garments Ltd., Minuwangoda Road, Ekala, Ja -Ela of the one part and Ceylon Mercantile Industrial and General Workers' Union (C. M. U) No. 03, 22nd Lane, Colombo 3 of the other part on 19th March, 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.
23rd June, 2004.

Collective Agreement No. 16 of 2004**AGREEMENT**

Agreement entered into between Polytex Garments Ltd., a Company duly registered in Sri Lanka and having its registered office at Minuwangoda Road, Ekala, Ja-Ela and hereinafter referred to as “the Company” and The Ceylon Mercantile, Industrial and General Workers' Union (CMU), a Trade Union duly registered in Sri Lanka and having its registered office at No. 03, 22nd Lane, Colombo 03 and hereinafter referred to as “the Union” on this 19th day of March, 2004 at Colombo.

1. This Agreement shall cover and bind the Company, the Union and members of the Union at the Ekala factory, in the categories of employment identified in the Schedule 1 attached and hereinafter referred to as the employees.

2. During the period of this Agreement, the Company will grant the following salary increases with effect from 1st April, 2004.

- (a) All Machine Operators, Checkers and Ironing Operatives (Grade III employees described in schedule I attached herewith) with more than one year's service as at 1st April, 2004 will receive a salary increase of Rs. 800/-
- (b) All Helpers/ Unskilled Workers (Grade IV employees described in Schedule I attached herewith) with more than one year's service as at 1st April, 2004 will receive a salary increase of Rs. 750/-.

3. The Company agrees to grant the facility of union subscription dues “check off to the Union in respect of its members subject to request forms being submitted by the employees concerned.

4. The Union and the employees agree with the Company that they shall not up to 31st March, 2005 raise any further issues/ demands with regard to employee wages, bonuses or other related monetary benefits and shall not resort to any form of trade union action on such matters.

6. The Union and the employees further agree that in the event of any industrial dispute that may arise during the course of this Agreement, the following procedure shall be complied with :

- (a) The Branch Committee of the Union will initially raise the dispute with the manager directly concerned and thereafter, if necessary with the general management for resolution. Should however, the Branch Committee consider it expedient to do so, they may first inform the Union of any dispute for the Union to take steps in terms of paragraph (b) hereof.
- (b) In the event of no satisfactory resolution after discussions with the management, the Branch Committee will refer the matter to the Union and the Union will raise it with the management direct or through the Employers' Federation of Ceylon for resolution through discussions.
- (c) In the event of no satisfactory resolution after discussions in terms of (b) above, the Union or the management may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.

The Union and the employees undertake that they shall not resort to any form of trade union action without having complied with the procedural steps in terms of (a) & (b) above and in the event of any trade union action, they shall give notice to the management.

7. It is hereby agreed between parties to have an understanding with regard to transferability of employees from one line to another according to operational requirements.

8. The Company will continue to pay Rs. 50/- in respect of the production targets achieved as described more fully in Schedule 2 attached herewith.

9. It is also hereby agreed between the parties that the following benefits, as already discussed and agreed between the Company and the Union, will be granted.

- (a) Provision of breakfast
- (b) Medical facilities (subject to the limits discussed and agreed upon) - a company nominated Doctor will be present at the factory two times a day (duration of one hour on each occasion)
- (c) Long service awards (10 and 20 years)
- (d) Annual picnic (one day)
- (e) New Year celebration (1st of January)
- (f) Release of Union office bearers for CMU Executive Committee and General Council meetings as follows:
 - (i) Executive Committee Meeting - one Committee Member four times a month
(*Duration of 1 1/2 hrs duty leave granted at each occasion).
 - (ii) General Council Meeting - 10 members per month. (Duration of 3 hrs. duty leave granted once a month).

provided, however, such employees release will be required to give adequate notice (at least two days) of such meeting to the Company and approval will be granted by the Company subject to exigencies of service. In addition, the Company also agrees to grant permission to the Branch to have the Committee Meeting in the office premises (canteen) once a month after general working hours.

10. In this regard it is also hereby agreed that when there is an urgent need, the employees will be agreeable to work up to 10.00 p.m. voluntarily.

11. Both parties agree and undertake that they shall not resort to any form of unfair labour practices and will act in good faith with a view to maintaining industrial harmony and work efficiencies.

12. This agreement shall take effect from 1st April, 2004 and continue to operate up to 31st March, 2005.

SCHEDULE 1

Machine Operators	}	- Grade III
Checkers		
Ironing Operatives		- Grade IV
Helpers / Unskilled Workers		

SCHEDULE 2

PRODUCTION TARGETS

(THE TARGETS ARE COMPILED BASED ON A 8 HOURS WORKING DAY AND 2 HOURS OVERTIME, AND PROPORTIONATE DEDUCTIONS WILL APPLY WHERE NO OVERTIME IS WORKED)

SECTION	CATEGORY	TARGET dz.	TEAM
Cutting	Solid	220	Group
	Stripe	170	Group
	Check	120	Group
Sewing*	Normal (>50 dz)	600 SEU	12 Sewing lines
	Small (<50dz)	10	1 Sewing line
Checking	Company's product	20	Person
	Sub Contractor's product	17.5	Person
Pressing	Difficult	13.33	Person
	Normal	20	Person
	Simple	30	Person
Packing		15.3	Person

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III කොටස – ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය – 2004.07.22

PART III – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 22.07.2004

- * In the event of any problem in achieving the target due to reasons beyond the control of the employees, the Company and the Branch Union agree to discuss and reach agreement.

IN WITNESS HEREOF PARTIES HAVE HEREUNTO SET THEIR HAND ON THIS 19TH DAY OF MARCH TWO THOUSAND AND FOUR.

For and on behalf of
POLYTEX GARMENTS LTD.

For and on behalf of
THE CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS
UNION (CMU)

STANEY AMARASEKERA
General Manager (Acting)

BALA TAMPOO
General Secretary

WITNESS :

1. R. L. P. PEIRIS
Deputy Director General
EFC
2. A. P. L. D. TILAKERATNE
Human Resource Development
MANAGER

WITNESS :

1. S. SAGARIKA SAMANTHI
M. O. Branch Secretary CMU
BRANCH POLYTEX GARMENT
2. H. A. E. NILMINI HETTIARACHCHI
M. O. Branch Secretary CMU
BRANCH POLYTEX GARMENT

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My No.: CI / 154.

THE INDUSTRIAL DISPUTES ACT, (CHAPTER 131

THE Collective Agreement entered into between Perera and Sons (Bakers) Ltd. 122 - 124, M. D. H. Jayawardena Mawatha, Madinnagoda, Rajagiriya, of the one part and Food Beverage and Tobacco Industries Employees' Union, 513 – 1/2, Elvitigala Mawatha, Colombo 05 of the other part on 23rd March, 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.
23rd June, 2004.

Collective Agreement No. 17 of 2004

THIS Collective Agreement made this Twenty Third Day of March Two Thousand and Four to take effect from the First day of January Two Thousand and Four pursuant to the Industrial Disputes Act Between –

Perera and Sons (Bakers) Ltd. (hereinafter referred to as “**the Employer**”)

of the one part

AND

The Food, Beverages and Tobacco Industries Employees' Union (hereinafter referred to as “**the Union**”) representing
its members who are employed in the aforesaid Company

of the other part.