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No. 1351/10 – TUESDAY, JULY 27, 2004

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1373

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 Polytex Ekamuthu Sevaka Sangamaya, I.P.Z, Koggala, Habaraduwa of the other part on 16th April, 2004, is hereby published in terms of section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADHAHEWA,
Commissioner - General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.

23rd June, 2004.

Collective Agreement No. 24 of 2004

AGREEMENT

This Agreement made and entered into between Polytex Garments Ltd., an Employer duly registered in Sri Lanka and having its registered office at Minuwangoda Road, Ekala, Ja-Ela and hereinafter referred to as “the Employer” and Polytex Ekamuthu Sevaka Sangamaya, a trade Union duly registered in Sri Lanka and having its registered office at IPZ Koggala, Habaraduwa, (affiliated to the All Ceylon Federation of Free Trade Unions) hereinafter referred to as “the Union” on this 16th day of April 2004 at Colombo.

1. This Agreement shall cover and bind the Employer and the members of the Union at the Koggala factory, hereinafter referred to as the employees.

2. During the period of this Agreement, the Employer will grant the following salary increases to the employees with effect from 16th 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 16th 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 16th April 2004 will receive a salary increase of Rs. 750.

In respect of employees in the staff categories, revision of salaries will be based on each employee's Performance Appraisal. On the basis of the Performance Appraisal of each employee and the grading obtained, the revision for the current year will be as follows:

Grade A - Rs. 900/-

Grade B - Rs. 800/-

Grade C - Rs. 700/-

(Grade B refers to an average performer, Grade C will be considered below average. There will be no salary revision in respect of Grade D employees)

3. **Union Facilities.** - The Employer 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.

The Employer agrees to provide a notice board on the understanding that all notices which are to be displayed will have to be approved by the Employer.

Duty leave will be granted to two members of the Branch Committee to attend to the General Council Meetings of the Union once a month. Provided however, prior notice will have to be given to the Employer in this regard.

The Branch Union may have Union Committee Meetings in the Company canteen. However, the Branch Union will have to notify the Employer in advance and obtain prior permission in this regard. The Committee Meetings will be held after normal working hours.

4. The union and the employees agree with the Employer 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.

5. 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 Employer, the Branch Committee will refer the matter to the Union and the Union will raise it with the Employer 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 Employer 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) and (b) above and in the event of any trade union action, they shall give notice to the Employer.

6. 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.

7. The Employer will continue to pay Rs. 50 in respect of the production targets achieved as described more fully in Schedule 2 attached herewith.

8. The Union and the employees hereby agree to utilise annual leave in accordance with a roster covering a period of 4 consecutive days.

9. It is hereby agreed between the parties that in respect of the months in which absenteeism is less than 4%, the Monthly Attendance Bonus will be Rs. 500. Provided, however, that in respect of months in which absenteeism is 4% and above, the said Attendance Bonus will remain at Rs. 300 per month.

10. The Employer agreed to make payment of an annual bonus on the following basis:-

<i>Years of Service</i>		<i>Quantum</i>
1 - 3 years	-	1 month's salary
3 - 5 years	-	1 1/2 months' salary

- over 5 years — 2 month's salary
11. 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.
12. 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.
13. This agreement shall take effect from 16th April 2004 and continue to operate up to 31st March 2005.

SCHEDULE I

Machine Operators } Checkers Ironing Operatives Helpers/Unskilled Workers	Grade III Grade IV
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SCHEDULE 2

The targets are compiled based on a 8hr working day and 2 hours overtime, and proportionate deductions will apply where no overtime is worked.

Section	Production (Dz)		Production (SEU Dz)	Remarks
	Per 8 hrs.	Per 10 hrs.		
Cutting (solid fabric)	510 Dz	638 Dz		60 Helpers (Spreading/Bundling/Fusing) 5 cutters 3 Recorders 3 Supervisors
Cutting (stripe Fabric)	375 Dz	469 Dz		Do
Cutting (Check Fabric)	290 Dz	363 Dz		Do
CPI Out	510 Dz	510 Dz		16 Checkers 1 QC
Sewing			50 Dz/8 Hrs. 63 Dz/10 Hrs.	45 Operators/10 helpers
Checking	20 Dz	25 Dz		One Checker
Pressing	16 Dz	20 Dz		One Operator
Packing	475 Dz	594 Dz		45 Helpers (Including Pressing Helpers)

In witness hereof parties have hereunto set their hand on this 16th day of April Two Thousand and Four.

For and on behalf of
POLYTEX GARMENTS LTD.
STANLY AMARASEKARA,
G. M. (Admi.)

For and on behalf of
POLYTEX EKAMUTHU SEVAKA SANGAMAYA
A. LOCKWIL
Secretary-General

WITNESS:

1. T. A. K. ABEY Wickrama
Factory Manager
2. R. L. P. PEIRIS
Deputy Director General.

WITNESS:

1. E. K. D. RAVEENDRA KUMARA
President
2. M. S. SHAMALI
Secretary

My No.: CI/1407

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Nestle Lanka Limited, 440, T. B. Jayah Mawatha, Darley Road, Colombo 10 of the one part and All Ceylon Commercial & Industrial Workers' Union, No. 457, Dr. Colvin R. de Silva Mawatha (Union Place), Colombo 02 of the other part on 27th January, 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. 25 of 2004

Whereas a collective Agreement has been entered to on the 20th day of March, 2002 between Nestle Lanka Limited, Kurunegala Factory (hereinafter referred to as the "employer") and All Ceylon Commercial and Industrial Workers' Union (hereinafter referred to as the "union").

The employer and the union have now mutually agreed to amend and replace Appendix I and Appendix II of the aforesaid Collective Agreement and it is hereby agreed between the employer and the union as follows:

- 1.1 Appendix I in the Collective Agreement referred to above will be deleted and inserted by Appendix I hereof.
- 1.2 Any reference in the said Collective Agreement to Appendix I shall be deemed to be a reference to Appendix I hereof.
- 2.1 Appendix II in the Collective Agreement referred to above will be deleted and inserted by Appendix II hereof.
- 2.2 Any reference in the said Collective Agreement to Appendix II shall be deemed to be a reference to Appendix II hereof.
3. This agreement will be considered a part and parcel of the said Collective Agreement.

APPENDIX I

NESTLE LANKA LIMITED, KURUNEGALA FACTORY

INITIAL SALARY POINTS - ALL EMPLOYEES

<i>Grade</i>	<i>Minimum</i>
Multi Skilled	Rs. 12,244.00 p.m.
Highly Skilled	Rs. 11,294.00 p.m.
Skilled	Rs. 10,356.00 p.m.
Semi Skilled	Rs. 9,552.00 p.m.

APPENDIX II

NESTLE LANKA LIMITED - KURUNEGALA FACTORY

GRADING OF EMPLOYEES

	<i>Multi-Skilled</i>	<i>Highly Skilled</i>	<i>Skilled</i>	<i>Semi-Skilled</i>
Production	<ul style="list-style-type: none"> Lead Operator 	<ul style="list-style-type: none"> Area Operator 	<ul style="list-style-type: none"> Filling Operator In-line Operator Evaporator Operator Drier Operator Culinary Operator Wrapper Operator 	<ul style="list-style-type: none"> Liquid Operator Assistant Drier Operator Mixing Operator Tote Bin Operator Machine Operator
Engineering	<ul style="list-style-type: none"> Lead Technician 	<ul style="list-style-type: none"> Senior Technician Shift Technician 	<ul style="list-style-type: none"> Utility Technician Store Keeper Technician 	<ul style="list-style-type: none"> Assistant Technician
Quality Assurance	<ul style="list-style-type: none"> Lead QA Analyst 	<ul style="list-style-type: none"> Senior QA Analyst 	<ul style="list-style-type: none"> QA Analyst Documents Administrator 	<ul style="list-style-type: none"> QA Assistant
Accounts & Administration	<ul style="list-style-type: none"> Lead Accounts Clerk 	<ul style="list-style-type: none"> Senior Accounts Clerk Senior Systems Operator 	<ul style="list-style-type: none"> Accounts Clerk 	<ul style="list-style-type: none"> Assistant Accounts Clerk Receptionist
Others		<ul style="list-style-type: none"> Senior HR Clerk 	<ul style="list-style-type: none"> Warehouse Clerk 	<ul style="list-style-type: none"> Warehouse Operator Driver