

PART II

CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of Clause 26 is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- (a) The Employer will, subject as hereinafter provided, allow a member of the Union in the employment of the employer (hereinafter referred to as “observer”) to be present as an Observer without loss of wages for absence from work.
- (b) If the Employee who is served with a show cause notice desires an Observer to be present at the Inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conduct an inquiry shall be entitled to require an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings threat, nor the findings pursuant thereto.

2. **Union Meetings.**— The following provisions shall apply to meetings of the Unions—

- (a) In respect of each meeting the Union desires to hold at the Employer’s premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the undernoted conditions—
 - (i) that no person other than an employee who is a member of the Union in the service of the employer shall be present at a meeting of such Union;
 - (ii) on occasions such as the Annual General Meeting of the Union, authorised officials of such Union may with the prior approval of the Employer, attend;
 - (iii) fix a time limit within which a meeting of the Union shall be conducted or adjourned.
- (c) It shall be the duty of the Union and its Officials to ensure that the terms on which permissions to hold a meeting of the Union is granted are duly complied with.
- (d) It shall be the duty of the Union and its officials to ensure that no damage is caused in the course of or in connection with the meeting of the Union to the Employer’s property or any other persons at the Employer’s premises and the Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

3. **Duty Leave.**— 1 The following provisions shall apply to duty leave – without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrant refusal. The Employer will generally grant permission for not less than two Office Bearers of the Union—

- (a) to be present at conferences held under the aegis of the Employers’ Federation of Ceylon or the Department of Labour in connection with a dispute between the Employees and the Employer,
or
- (b) to attend inquiries before Industrial Court, Arbitrators or Labour Tribunals or Department of Labour without loss of wages for such absence.

2. The Employer will in his discretion, grant leave without remuneration, to an Employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad, unless the Employee concerned is entitled to annual or other holidays which he wishes to utilise for the purpose.

4. **Check-off.**- 1. For the purpose of this clause the Employer shall be bound to grant check off to the Union only if the membership of the Union is not less than forty per cent (40%) of the Employees covered and bound by this Agreement.

2. The Employer shall on the written request of an Employee, deduct from the wages due to such employee the current monthly Union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and subject to the conditions hereinafter set forth.

- (3) Every Employee who agrees to the deduction of Union dues from his wages shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization".
- (4) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a "Revocation" as set out in the Third Schedule hereto.
- (5) As far as practicable deduction under an authorisation shall commence from the wages due immediately after the date of receipt of such authorisation and shall continue thereafter until the authorisation is cancelled by a revocation.
- (6) As far as practicable deductions under an authorisation shall cease from the date of receipt of a revocation cancelling such authorisation. Provided however -
 - (a) that an Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with Sub-clause (5) or (6);
 - (b) that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deduction by way of check off will together with all other deductions from the Employee's wages in that month exceed the deduction permitted by law.
- (7) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the Employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorisation by a cheque payable to the Treasurer thereof and cross "Account Payee".
- (8) The cheque be sent at the risk of the Union and the Employees concerned by post in a prepaid envelope addressed to the Treasurer of the Union at its address for the time being.
- (9) The Treasurer of the Union shall promptly acknowledge receipt of the cheque.
- (10) The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

SCHEDULE I

SALARY SCALES EFFECTIVE 01.01.2004

Ice and Aerated Water:

	Rs. Cts.	Rs. Cts.	Rs.Cts.
III	8,415.00	15,380.00	35.00
II	8,421.00	17,376.00	45.00
I	8,444.00	19,389.00	55.00

Engineering:

	Rs. Cts.	Rs. Cts.	Rs.Cts.
III	8,415.00	17,370.00	45.00
II	8,438.00	19,383.00	55.00
I	8,536.00	21,471.00	65.00

Transport:

	Rs. Cts.	Rs. Cts.	Rs.Cts.
B	8,501.00	19,446.00	55.00

SCHEDULE II

BENEFITS / CONCESSIONS TO EMPLOYEES

1. SOFT DRINKS ISSUES

- (a) 24 bottles free of charge per month per employee
- (b) Funeral of an employee 10 dozens free of charge
- (c) Wedding of an employee - subject to one wedding during an employee's tenure of service - 6 dozens free of charge
- (d) Funeral of a dependent - 150 bottles at ex-factory price.

2. ICE CREAM ISSUE

4 litres of Ice Cream to be issued at the ex-factory price less Rs. 15 per month per employee.

3. FREE MID-DAY MEAL

4. Medical benefit under a surgical and hospitalisation insurance cover, where an employee could claim up to Rupees Thirteen Thousand (Rs. 13,000) in any one claim with a maximum limit of Rupees Fifteen Thousand (Rs. 15,000) for a year.

5. FUNERAL AID SCHEME

- (a) A grant of Rs. 15,000 in the event of a death of an employee in service.
- (b) A grant of Rs. 5,000 in the event of a death of the spouse of any unmarried children under 18 years and if the employee is unmarried, to his / her parents.

6. WELFARE SHOP WITH ESSENTIAL ITEMS

7. SERVICE AWARDS

- (a) On completion of 15 years of service Rs. 3,000
- (b) On completion of 25 years of service - one gold sovereign and a Wall Clock.
- (c) On completion of 30 years of service Rs. 7,500.

8. UNIFORMS And SHOES To LABOUR FORCE

9. RETIREMENT GRANT To EMPLOYEES

- (a) For employees retiring after a period in excess of 15 years, a gift voucher to the value of Rs. 2,250 to purchase Company products.
- (b) For employees retiring with less than 15 years service a gift voucher to the value of Rs. 1,250 to purchase company products.

10. Monthly salaries / wages to be paid on 25th of the month.

11. Opportunities being made available to suitably qualified employees in the Labour and Minor grades to obtain appointments in Clerical and Executive Grades.

12. ANNUAL EXCURSION

Annual Excursion for Labour to be provided by the Company. The Excursion shall commence on a Friday from the Company premises and return by Sunday evening.

13. Festival Advance of Rs. 2,600 to be paid for Sinhala / Tamil New Year or Christmas.

14. An advance of Rs. 1000 from the NRCLG for Wesak festival, subject to the money lying to the credit of NRCLG.

15. HOLIDAY BUNGALOW

3 Roomed Holiday Bungalow to be provided as and when available. This facility will be reviewed subject to its occupancy levels.

16. SHIFT ALLOWANCES

6. am. to 2 p.m.	Rs. 6.00
7 a.m. to 3 p.m.	Rs. 6.00
2 p.m. to 10 p.m.	Rs. 6.00
3 p. m. to 10 p.m.	Rs. 6.00
10 p.m. to 6 a.m.	Rs. 10.00

BOILER /ENGINEER / SECURITY SECTIONS

4 p.m. to 12 mid night	Rs. 10.00
12 midnight to 8 a.m.	Rs. 10.00

17. ATTENDANCE/PUNCTUALITY BONUS

(a) A total bonus payable Rs. 360 per month subject to deductions for absence as given below.

DEDUCTIONS FOR LEAVE

<i>Authorised leave taken</i>	<i>Deductions (Rs.)</i>
1/2	Nil
1	Nil
1 1/2	Nil
2	Nil
2 1/2	75
3	150
3 1/2	200
4	Not eligible

- * Accident Leave, continuous 7 days Annual Leave, Special Leave and Duty Leave will not be counted as absence for deduction.
- * Any walkouts of more than 4 hours continuously will be considered as 1 days leave for this purpose.
- * Periods of strikes will be regarded as absence.
- * Employees guilty of unauthorised absence and/or who avail themselves of unpaid sick leave for any period will forfeit their right to the attendance/punctuality bonus.
- * Deductions for late attendance.

<i>Late in minutes</i>	<i>Deductions</i>
15	Nil
30	15
45	30
60	50
75	75
90	100
105	125
120	not eligible

A quarterly bonus of Rs. 600/= will be paid for employees who collect the full payment of Rs. 360/= in the 3 months representing such quarter. The year for this purpose shall be from January to December.

18. **SPECTACLE LOAN**

A spectacle loan of Rs. 1,250/= subject to prevailing condition.

19. **BOOK ADVANCE**

A book advance of Rs. 1000/= in December subject to prevailing conditions.

FORM No. 1

Name of Employer :

AUTHORISATION

As I am an employee covered and bound by the Collective Agreement effecting employees employed in a manual or Labouring capacity in the Trade.....and bearing No.....of..... and I desire to avail myself of the facility of check off in Clause.....of the said Collective agreement to which I am entitled to as a member of the.....

Please deduct from my wages each month a sum of Rupees.....(Rs.....) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

Signature of Employee

Date

Full Name of Employee

Received on :

(To be filled by Employer)

FORM No. 2

Name of Employer :

REVOCATION

With reference to the Authorisation submitted by me, please cease to deduct from my wages any further membership dues in favour of thewith effect from wages next due to me immediately following the date hereof.

Signature of Employee

Date

Full Name of Employee

Received on :

(To be filled by Employer)

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

In parts 1 and 11 of the Agreement unless excludes by the subject of context, the following words shall have the meaning set opposite to them.

<i>Words</i>	<i>Meanings</i>
Check-Off	The act of the Employer deducting, at the request of th Union, subscriptions payable to the Union by an Employee from the latter's pay with his concurrence.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employee (for Convenience sometimes Referred to as "he" or Its grammatical variations)	An employee covered and bound by this Agreement.
Insustrial Disputes Act	The Industrial Disputes Act, No. 43 of 1950.
Normal Incremental Date	The date on which an Employeee would normally receive an increment.
Union or Unions	The Union covered and bound by this Collective Agreement.
Wage	The monthly wage according to the scales of Consolidated wages in the Schedules hereto.
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include the feminine.

Words importing the singular number shall include the plural and vice versa.

IN WITNESS WHEREOF, THE PARTIES AFORESAID HAVE HEREUNTO SET THEIR HANDS ON THIS TWENTY THIRD DAY OF FEBRUARY, TWO THOUSAND AND FORUR AT COLOMBO.

1. SUMITHRA GUNASEKERA,
Managing Director, For and on behalf of
Ceylon Cold Stores Ltd.

1. LESLIE DEVENDRA,
General Secretary, for and on behalf of
Sri Lanka Nidahas Sevaka Sangamaya.

2. NISHANTHA JAYASOORIYA,
Director - Ceylon Cold Stores (Distributors) Ltd.

2. SAMAN PUSHPAKUMARA,
Sri Lanka Nidahas Sevaka Sangamaya.

WITNESSES:

1. R. L. P. PEIRS,
Deputy Director
General - E F C.

1. D. L. KULASINGHA,
Branch - Joint Secretary,

2. R. DIAS,
IR/HRD Mgr.

2. G. D. J. ELVITIGALA,
Branch - Joint Secretary,