

My No.: CI/975.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Ace Containers (Pvt.) Ltd., 775/5, Negombo Road, Mabole, Wattala of the one part and The Ceylon Mercantile Industrial and General Workers' Union (CMU), 3, 22nd Lane, Colombo 03 of the other part on 02nd 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.

26th April, 2004.

Collective Agreement No. 09 of 2004

AGREEMENT

Agreement entered into on this Second Day of March Two Thousand and Four between Ace Containers (Pvt) Ltd., hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial and General Workers' Union (CMU) hereinafter referred to as "the Union".

WHEREAS the Union made certain proposals to the Employer for the revision of salaries and other terms and conditions of employment of their members employed by the Employer and parties have after negotiations agreed to the following:

- (1) The terms of this Agreement shall apply to and cover and bind the Employer, the Union and Members of the Union who as at the date of signing this Agreement are employed by the Employer or may during the pendency of this Agreement be employed in a manual category for whom salary scales have been provided in Schedule I hereof.
- (2) The provisions of the Agreement shall take effect from 1st January 2004 and shall continue to operate unless terminated by either party with one month's written notice to the other provided, however, that neither party shall give such notice prior to the 30th day of November 2006 and the Agreement shall not stand terminated until 31st December 2006.
- (3) It is hereby agreed that the salaries of the employees covered by this Agreement will be revised as follows:
 - (i) To ascertain the salary payable to an employee with effect from 1st January 2004, the Employer shall add to the monthly salary of each employee as at December 2003 a sum equal to 10% of same.
 - (ii) Furthermore, the employer also agrees to consolidate 100 points (Rs. 200) from the Non Recurring Cost of Living Gratuity (NRCLG) and add the said amount to the salaries of employees with effect from 01.01.2004. The said consolidation will be taken into account in making payment of arrears with regard to NRCLG.
 - (iii) With effect from 1st April 2004 salaries will be further revised by an addition to the monthly salary of a sum equal to 2% of the salary received by the employee as at December 2003.
 - (iv) Each employee shall thereafter be placed on the corresponding point in the scales set out in Schedule I hereof in the grade applicable to such employee. If there is no corresponding point the employee will be placed on the next higher point.
 - (v) At the expiry of the twelve month period commencing from the 1st November 2004 the scales of consolidated salaries set out in Schedule I hereto shall be revised by addition to and consolidation with the salary at each stage of each grade of an amount in 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 2 and the salary payable to each employee under this Agreement shall accordingly be increased by a like amount as from the 1st of November 2004.
 - (vi) At the expiry of each twelve-month period commencing from the 1st of November 2004 the scales of consolidated salaries revised in the manner prescribed above shall be revised in like manner as from the 1st November of the succeeding year during the continuance in force of this Agreement.

(4) **Notional Arrears.**— By way of notional arrears it has been agreed to make payment of a lump sum equivalent to the 10% revision multiplied by 3 to all employees. This payment however will not attract EPF, ETF benefits. However, it is hereby agreed that the employer will grant the benefit of the 10% revision in respect of overtime payments during the period October to December 2003.

(5) **Non-recurring Cost of Living Gratuity.**— (i) As the scales of consolidated salaries set out in the First Schedule hereto have been fixed on the basis of the Colombo Consumers' Price Index being 2846 and Employee shall be entitled to receive and the Employer shall be liable to pay a non-recurring cost of living gratuity to Employees in service in November each year in respect of the preceding twelve months. (i.e. 1st November to 31st October hereinafter referred to as the "Qualifying period") commencing from the 1st of November 2004 ascertained in accordance with the under noted Formula.

THE FORMULA: If the average of the Colombo Consumers' Price Index for the qualifying period exceeds 2846.00 a sum computed at Rupees two (Rs. 2) for each complete point (i.e. 1.0) by which such average exceeds 2846.0 in respect of each month of service during the qualifying period.

(ii) When at the expiry of each twelve month period commencing on the 1st of November 2004 the scales of consolidated salaries have been revised in the manner set out in Clause (iii) and (iv) hereof, the base index figure in the Formula for purposes of calculating the non-recurring cost of living gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index has risen during each twelve month period as specified in Clause 4 (iii) hereof.

(iii) The non-recurring cost of living gratuity shall be payable by the Employer to an Employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the non-recurring cost of living gratuity becomes due in November of any year or he joined the Employer's service during the course of the qualifying year.

(6) The employer, union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary in any manner any of the terms and conditions agreed upon herein and shall not resort to any form of trade union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

IN WITNESS HEREOF PARTIES HAVE SET THEIR HANDS ON THIS SECOND DAY OF MARCH TWO THOUSAND AND FOUR.

For and on behalf of
ACE CONTAINERS (PVT) LTD.

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

N. NALLARATNAM,
Managing Director

BALA TAMPOE,
General Secretary

WITNESSES:

DINESH S. MENDIS,
Director, Ace Distripaks Pvt. Ltd.

W. J. VINCY FERNANDO,
Branch Secretary.

SCHEDULE 1

ACE CONTAINERS (PVT) LTD
ENGINEERING TRADE

Salary scales for the period 1/4/2004 to 31/10/2004
Cost of living index figure 2846

With 12% increase + 100 Points consolidation)

<i>Stage</i>	<i>43-25 Unskilled</i>	<i>53-45 Semi Skilled</i>	<i>66-20 Skilled</i>	<i>81-50 Charge Hand</i>
1	8,127.24	8,318.76	8,510.28	8,765.64
2	8,170.49	8,372.21	8,576.48	8,847.14
3	8,213.74	8,425.66	8,642.68	8,928.64
4	8,256.99	8,479.11	8,708.88	9,010.14
5	8,300.24	8,532.56	8,775.08	9,091.64
6	8,343.49	8,586.01	8,841.28	9,173.14
7	8,386.74	8,639.46	8,907.48	9,254.64
8	8,429.99	8,692.91	8,973.68	9,336.14
9	8,473.24	8,746.36	9,039.88	9,417.64
10	8,516.49	8,799.81	9,106.08	9,499.14
11	8,559.74	8,853.26	9,172.28	9,580.64
12	8,602.99	8,906.71	9,238.48	9,662.14
13	8,646.24	8,960.16	9,304.68	9,743.64
14	8,689.49	9,013.61	9,370.88	9,825.14
15	8,732.74	9,067.06	9,437.08	9,906.64
16	8,775.99	9,120.51	9,503.28	9,988.14
17	8,819.24	9,173.96	9,569.48	10,069.64
18	8,862.49	9,227.41	9,635.68	10,151.14
19	8,905.74	9,280.86	9,701.88	10,232.64
20	8,948.99	9,334.31	9,768.08	10,314.14
21	8,992.24	9,387.76	9,834.28	10,395.64
22	9,035.49	9,441.21	9,900.48	10,477.14
23	9,078.74	9,494.66	9,966.68	10,558.64
24	9,121.99	9,548.11	10,032.88	10,640.14
25	9,165.24	9,601.56	10,099.08	10,721.64
26	9,208.49	9,655.01	10,165.28	10,803.14
27	9,251.74	9,708.46	10,231.48	10,884.64
28	9,294.99	9,761.91	10,297.68	10,966.14
29	9,338.24	9,815.36	10,363.88	11,047.64
30	9,381.49	9,868.81	10,430.08	11,129.14
31	9,424.74	9,922.26	10,496.28	11,210.64
32	9,467.99	9,975.71	10,562.48	11,292.14
33	9,511.24	10,029.16	10,628.68	11,373.64
34	9,554.49	10,082.61	10,694.88	11,455.14
35	9,597.74	10,136.06	10,761.08	11,536.64
36	9,640.99	10,189.51	10,827.28	11,618.14
37	9,684.24	10,242.96	10,893.48	11,699.64
38	9,727.49	10,296.41	10,959.68	11,781.14
39	9,770.74	10,349.86	11,025.88	11,862.64
40	9,813.99	10,403.31	11,092.08	11,944.14
41	9,857.24	10,456.76	11,158.28	12,025.64
42	9,900.49	10,510.21	11,224.48	12,107.14
43	9,943.74	10,563.66	11,290.68	12,188.64
44	9,986.99	10,617.11	11,356.88	12,270.14
45	10,030.24	10,670.56	11,423.08	12,351.64
46	10,073.49	10,724.01	11,489.28	12,433.14
47	10,116.74	10,777.46	11,555.48	12,514.64
48	10,159.99	10,830.91	11,621.68	12,596.14
49	10,203.24	10,884.36	11,687.88	12,677.64
50	12,246.49	10,937.81	11,754.08	12,759.14

SCHEDULE I

ACE CON ACE CONTAINERS (PVT) LTD

MOTOR TRANSPORT TRADE

Salary scales for the period 01/4/2004 to 31/10/2004

Cost of living Index figure 2846

With 12% increase + 100 points consolidation

STAGE	53.45 CLASS C	66.20 CLASS D
1	8,318.76	8,510.28
2	8,372.21	8,576.48
3	8,425.66	8,642.68
4	8,479.11	8,708.88
5	8,532.56	8,775.08
6	8,586.01	8,841.28
7	8,639.46	8,907.48
8	8,692.91	8,973.68
9	8,746.36	9,039.88
10	8,799.81	9,106.08
11	8,853.26	9,172.28
12	8,906.71	9,238.48
13	8,960.16	9,304.68
14	9,013.61	9,370.88
15	9,067.06	9,437.08
16	9,120.51	9,503.28
17	9,173.96	9,569.48
18	9,227.41	9,635.68
19	9,280.86	9,701.88
20	9,334.31	9,768.08
21	9,387.76	9,834.28
22	9,441.21	9,900.48
23	9,494.66	9,966.68
24	9,548.11	10,032.88
25	9,601.56	10,099.08
26	9,655.01	10,165.28
27	9,708.46	10,231.48
28	9,761.91	10,297.68
29	9,815.36	10,363.88
30	9,868.81	10,430.08
31	9,922.26	10,496.28
32	9,975.71	10,562.48
33	10,029.16	10,628.68
34	10,082.61	10,694.88
35	10,136.06	10,761.08
36	10,189.51	10,827.28
37	10,242.96	10,893.48
38	10,296.41	10,959.68
39	10,349.86	11,025.88
40	10,403.31	11,092.08
41	10,456.76	11,158.28
42	10,510.21	11,224.48
43	10,563.66	11,290.68

STAGE	53.45 CLASS C	66.20 CLASS D
44	10,617.11	11,356.88
45	10,670.56	11,423.08
46	10,724.01	11,489.28
47	10,777.46	11,555.48
48	10,830.91	11,621.68
49	10,884.36	11,687.88
50	10,937.81	11,754.08

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My No.: CA/Plantation/01/2004.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Employers' Federation of Ceylon, No. 385, J3, Old Kotte Road, Rajagiriya of the one part and Ceylon Workers Congress, 72, Ananda Coomaraswamy Mawatha, Colombo 07 and Lanka Jathika Estate Workers Union, 60, Bandaranayakepura, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya and the Joint Plantation Trade Union Centre, 513 - 1/2, Elvitigala Mawatha, Narahenpita, Colombo 05 of the other part on 17th February, 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.

26th April, 2004.

Collective Agreement No. 10 of 2004

COLLECTIVE AGREEMENT made on this 17th day of February 2004 between The Employers' Federation of Ceylon, a Trade Union duly registered under the provisions of the Trade Unions Ordinance and having its registered office at No. 385 J3 Old Kotte Road, Rajagiriya (hereinafter referred to as "the Federation"), of the One Part AND The Ceylon Workers Congress, the Lanka Jathika Estate Workers Union and the Joint Plantation Trade Union Centre, all trade unions duly registered under the Trade Unions Ordinance and having their registered offices at 72 Ananda Coomaraswamy Mawatha, Colombo 7, at 60 Bandarnayakepura, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya and at 513-2/1, Elvitigala Mawatha, Narahenpita Colombo 5 respectively (hereinafter referred to as "the Unions"), of the other Part.

WHEREAS,

- (a) the said parties to this Agreement entered into a Collective Agreement on the 5th day of September, 2002 (Collective Agreement No. 13 of 2002) with regard to wages and other related monetary benefits in respect of employees in the tea and rubber growing and manufacturing trade,
- (b) the said parties have thereafter had further negotiations in respect of the remuneration payable to the employees in the rubber growing and manufacturing trade,
- (c) the said parties have thereafter agreed to introduce a Price Share Supplement payable to the employees in the Rubber Growing and Manufacturing Trade.

It is hereby agreed as follows:

- (1) This Agreement shall cover and bind the members of the Federation (hereinafter referred to as "the Employers") enumerated in the 1st Schedule to Collective Agreement No. 13 of 2002, the Unions and the members of the Unions who are employed by the said members of the Federation in the Rubber Growing and Manufacturing Trade (hereinafter referred to as "the employees")

- (2) The Employers will pay the employees a Price Share Supplement on the following basis:
- (a) When the price for RSS 2 in the preceding month exceeds Rs. 85.00 (hereinafter referred to as "the threshold") the Employer shall make payment as follows for every Rupee in excess of the threshold (Rounded to the closest Rupee point).
- | | | | | |
|------------|---|------------|---|-------------------------|
| Rs. 86.00 | - | Rs. 95.00 | - | 35 cents per each Rupee |
| Rs. 96.00 | - | Rs. 105.00 | - | 45 cents per each Rupee |
| Rs. 106.00 | - | and above | - | 50 cents per each Rupee |
- (b) The Price Share Supplement payment shall not constitute a part of employee's wages for the purpose of any consequential benefits thereon.
- (3) The Price Share Supplement payments in terms of sub-clause 2(a) above will take effect from 1st January, 2004 and the Employers shall make arrangements for the payment of arrears accordingly for the period 1st January to the date hereof.
- (4) The Collective Agreement No. 13 of 2002 signed between parties in respect of wages for the tea and rubber sector employees on 5th September, 2002 shall stand amended to the extent of the provisions of this Agreement, and the period of this Agreement shall operate up to 30th June, 2004 or until such time the said Collective Agreement No. 13 of 2002 shall remain operative, whichever is later.
- (5) The price of rubber for the purpose of ascertaining the payment for the Price Share Supplement shall be that which is declared by the Colombo Rubber Traders Association for RSS 2 in respect of each month.

IN WITNESS HEREOF THE PARTIES HAVE SET THEIR HANDS HEREUNTO ON THIS 17th DAY OF FEBRUARY, 2004.

G. K. B. DASANAYAKA
Director General
Employers' Federation of Ceylon

S. RM. ARUMUGAN THONDAMAN
President / General Secretary
Ceylon Workers Congress.

RAJAH SENEVIRATNE
President
Lanka Jathika Estate Workers' Union

O. A. RAMIAH
General Secretary
Joint Plantation Trade Union Centre

WITNESSES :

WITNESSES :

S.K. L. OBEYSEKERE
Chairman - EFC
Plantation Services Group

HARRY SANDRASEKERA
Senior Vice President - IR and IA
Ceylon Workers' Congress

VISH GOVINDASAMY
Vice Chairman - EFC
Plantation Services Group

M. S. A. H. MOHIDEEN
Admin. Secretary
Lanka Jathika Estate Workers Union

P. G. CHANDRASENA
Joint Plantation Trade Union Centre
Organizer - JPJUC.