

2. Every employee who agrees to the deduction of Union dues from his salary shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an "Authorization".

3. 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".

4. As far as practicable deductions under an authorization shall commence from the salary due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.

5. As far as practicable deduction under an authorization shall cease from the date of receipt of a revocation cancelling such authorization. Provided however -

(a) the 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 deductions by way of check off will together with all other deductions from the employee's salary in that month exceed the deductions permitted by law.

6. The Employer shall not later than the tenth day of each month remit the Union dues deducted from the salaries of the employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed "Account Payee".

7. The cheque shall be sent at the risk of the Union and the employees by post in a pre-paid envelope addressed to the Treasurer of the Union concerned at its address for the time being.

8. The Treasurer of the Union concerned shall promptly acknowledge receipt of the cheque.

9. The Employer shall not be liable to pay the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

FORM NO 1

Name of Employer:-

AUTHORIZATION

As I am an employee covered and bound by this Collective Agreement affecting employees employed in the Trade bearing No..... and I desire to avail myself of the facility for check off contained in the Collective Agreement of which I am eligible as a member of the Union, 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.

.....

(Date of Signing)

.....

(Signature of Employee)

.....

Full Name of Employee

RECEIVED ON.....

(To be filled by the Employer)

FORM NO 2

Name of Employer:-

REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of

..... Union with effect from the wages next due to me immediately following the date hereof.

.....
(Date of Signing) (Signature of Employee)
.....
Full Name of Employee

RECEIVED ON.....
(To be filled by the Employer)

PART III **CONTAINING DEFINITIONS OF CERTAIN WORDS**

Parts I and II of this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them.

Words	Meaning
Industrial Disputes Act	The Industrial Disputes Act No. 43 of 1950
The Act	The Shop and Office Employees (Regulation of Employment and Remuneration) Act No. 19 of 1954
The Federation	The Employers' Federation of Ceylon
The Union	The Ceylon Mercantile, Industrial and General Workers' Union (CMU)
Branch Union	The Branch Union of the Ceylon Mercantile, Industrial and General Workers' Union (CMU) in the establishment of an Employer
Employer (for convenience sometimes referred to as "he" or its grammatical variations)	The Employer bound by this Agreement
Employee (for convenience sometimes referred to as "he" or its grammatical variations)	The employee covered and bound by this Agreement
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night
Weekly full holiday in respect of any week	Shall have the meaning as "weekly holiday" under the Shop and Office Employees Act
Two such weekly holidays	Two full holidays or four half holidays or any combination of full or half holidays which does not exceed two full holidays
Salary	The monthly salary according to the scale of consolidated salaries in the First Schedule hereto
Normal Incremental date	The date on which the employee would normally receive an increment
Dispute	A dispute or difference between the Employer and employee or between a Branch Union and the Employer or between the Union and the Federation on any matter covered by this Agreement or affecting the employees covered by this Agreement in relation to their employment under the Employers covered by this Agreement.

Check Off	The act of the Employer deducting, at the request of the Union, subscriptions payable to the Union by an employee from the latter's pay with his concurrence.
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Words importing the singular number shall include the plural and vice versa.
 Words importing the masculine gender shall include the feminine.

In witness here of parties have hereunto set their hands on this First Day of November Two Thousand and Four at Colombo.

For and on behalf of
 COCA-COLA BEVERAGES SRI LANKA LIMITED
 Mr. V CHAWLA
 Managing Director

For and on behalf of
 THE CEYLON MERCANTILE INDUSTRIAL AND GENERAL
 WORKERS UNION (CMU)
 Mr. P B TAMPOE
 General Secretary

WITNESSES TO THE ABOVE SIGNATURE:

R. L. P. Peiris.
 Deputy Director General
 Employers' Federation of Ceylon

N. A. Nayanathilake
 Branch Secretary

S. N. Jayasinghe.
 Country Human Resources Manager

D. P. Jayathilake
 Branch President

ANNEXURE (A)

**ENGINEERING TRADE
 PRESENT GRADE**

GRAD E

III	15Yrs.	unskilled	
	↓		
II	10 Yrs.	Semiskilled	
	↓		
II(I)		Semiskilled	← Based on evaluation and Performance
	↓		
–			recommendation of the Management
I		Skilled	

PROPOSED GRADE

GRAD E

III	12 Yrs.	Helper	
	↓		
II	08Yrs.	Asst. Technician	
I		Technician	

SPECIAL GRADE Senior Technician (Based on skills and Performance) ANNEXURE (B)

ICE AND AERATED WATER TRADE
PRESENT GRADE

GRAD E

III	15 Yrs.	unskilled	
	↓		
II	10 Yrs.	Semiskilled	
	↓		
II(I)	↓	Semiskilled	← Based on evaluation and Performance recommendation of the Management
I		Skilled	

PROPOSED GRADE

i. GRAD E

III	12 Yrs.	Line Operator
	↓	
II	08 Yrs.	Senior Line Operator
	↓	
I		Production Operator

ii. GRADE “B”

Mechine Operator

GRADE “A”

Mechine Operator

iii.

Senior Mechine Operator

ANNEXURE (C)

Implementation of Proposed Grading System (Shop Floor Employees)

- (1) The proposed Grading system will be effective from 01.07.2004.
- (2) The present monthly salary point of an employee will be placed at the closest, higher salary point on the relevant revised salary scale.
- (3) As per usual practice the normal annual increment will take place on 01.01.2005, by adding salary point.
- (4) A salary increase of 5% which is due as per the Collective Agreement will be granted with effect from 01.07.2005.
- (5) Thereafter –
 - (a) Rs. 250 will be added to the Monthly Salary of those who are upgraded.
 - (b) This addition of Rs. 250 will not be added to the salaries of others who are not upgraded.
- (6) Finally, the adjusted monthly salary will be placed at the closest, higher salary point on the relevant revised salary scale.

FIRST SCHEDULE

Salary Scales Applicable with effect from 01.07.2004 to 30.06.2005

Ice and Aerated Water Trade:

Unskilled Grade III	- 10,384	94 × 90	- Rs. 18,844
Semiskilled Grade II	- 12,089	105 × 90	- Rs. 21,539
Skilled Grade I	- 12,359	132 × 90	- Rs. 24,239

Machine Operators:

Grade B	- 12,125	110 × 90	- Rs. 22,025
Grade A	- 12,400	140 × 90	- Rs. 25,000

Notes:

The following changes will take place w.e.f. the date of the Collective Agreement.

Employees currently working as Machine Operators (Grade II and Grade II-I) with less than 20 years of total service as at 01.07.2004 will be moved to grade 'B' of the proposed new scale.

Employees currently working as Machine Operators (Grade II and Grade II-I) with over 20 years of total service as at 01.07.2004 will be moved to Grade "A" of the proposed new scale.

Employees currently working as Machine Operators in Grade I, will be moved to Grade "A".

These changes in grades will be done as a one off exercise to rectify the historical anomalies.

Engineering Trade:

Unskilled Grade III	- 12,023	99 × 90	- Rs. 20,933
Semiskilled Grade II	- 12,155	110 × 90	- Rs. 22,055
Skilled Grade I	- 12,474	143 × 90	- Rs. 25,344

Motor Transport Trade:

Grade II	- 12,298	121 × 90	- Rs. 23,188
Grade I	- 12,474	143 × 90	- Rs. 25,344

SECOND SCHEDULE

Salary Scales Applicable with effect from 01.07.2005 to 30.06.2006

Ice and Aerated Water Trade:

Unskilled Grade III	- 10,903	99 × 90	- Rs. 19,813
Semiskilled Grade II	- 12,693	110 × 90	- Rs. 22,593
Skilled Grade I	- 12,977	139 × 90	- Rs. 25,487

Machine Operators:

Grade B	- 12,731	115 × 90	- Rs. 23,081
Grade A	- 13,020	147 × 90	- Rs. 26,250

Engineering Trade:

Unskilled Grade III	- 12,624	104 × 90	- Rs. 21,984
Semiskilled Grade II	- 12,763	115 × 90	- Rs. 23,113
Skilled Grade I	- 13,098	150 × 90	- Rs. 26,598

Motor Transport Trade:

Grade II	- 12,913	127 × 90	- Rs. 24,343
Grade I	- 13,098	150 × 90	- Rs. 26,598