

Employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commenced within ten (10) working days after receipt of the employee's explanation shall not be material or relevant.

**37. Union Recognition.**— The Union will be competent to make representation on behalf on any its members who are employed in any workplace of employer. In regard to issue of general application or the affect or principle such as matters effecting general terms and conditions of employment in that workplace the following provisions shall apply—

- (i) When the Union is representative of not less than forty percentum (40%) of the employees whose membership subscription is not in arrears, the Employer will recognize the Union for the purpose of general claims and matters and negotiate with it on that basis. If there is any other Union which is also representative of not less than forty percentum (40%) of such Employees the Employer will be at liberty to require that general claims and matters be discussed and negotiated with all the Union competent to make general demands by virtue of the requisite membership and not seperately with each such Union.
- (ii) When the Employer carries on more than one type of business or has more than one workplace and the claim or matter is restricted to one type of business or one workplace but is applicable or capable of being applicable to other employees in the service of the employer, the competence of the union to make such claim or raise such matter shall be determined by reference to the duly qualified members of such Union in proporation to the total number of employee in the service of the Employer in Sri Lanka.
- (iii) It becomes necessary to decide the question whether at the establishment of the Employer the Union is competent to make general claims or raise general matters the sum shall be determined by a referendum, which will be held by the department of Labour, and the result of such referendum will be binding on the Employer and the Union.

**38. Settlement of Disputes and Trade Union Action.**— (i) (a) Any dispute on any matter covered by this agreement shall, in the first instance, be raised by the branch union with the Employer.

(b) If the matter in dispute cannot be settled between the branch union and employer, the matter will be discussed between the parent Union and the Employer under the aegis of the Employers' Federation of Ceylon.

(c) In the matter in dispute cannot be settled as the setout in (b) above, either party will be entitled to have recourse to the conciliation procedure under the industrial dispute act.

(d) If conciliation as aforementioned fails to result in settlement, the matter in dispute may be referred to voluntary arbitration under sction 3(1) (d) of the Industrial Dispute Act, provided that both parties agree to such a reference whether or not conciliation as failed for this propose will be determined by the Commissioner of Labour.

(e) In the event of both parties agreeing to reference to voluntary arbitration under section (3) (1) (d) of the industrial dispute Act, both parties will agree on an arbitrator on the terms of reference. If the parties fail to agree on either of such matters, it or they will be decided by the commissioner of Labour.

(f) During the pendency of this Agreement, the Employer, Union or Employee will be entitled to resort to the aforementioned procedure only in the event of any dispute on any matter covered by or connected with this Agreement. The Union and its members undertake not to engage in any strike, go slow, boycott demonstration or restriction on overtime or any other form of trade union action in regard to any matter covered by or connected with this Agreement.

(ii) On any dispute which involve the interpretation on this Agreement, the Commissioner of Labour's interpretation will be final and binding on the parties.

(iii) During the operation of this agreement, the procedure for the settlement of any dispute on any matter not covered by or connected with this Agreement will be as follows :

- (a) The provisions of sub-clause (a), (b) & (c) shall apply.
- (b) In the event conciliation failing which will be decided by the Commissioner of Labour, either party will be entitled to a reference to voluntary Arbitration under section 3 (1) (d) of the Industrial Dispute Act the Commissioner will make such reference on a request being made by either party. Provided, however, that any disciplinary action against an employee will not be a dispute within the meaning of this sub-clause for the propose of Voluntary Arbitration aforementioned.
- (c) A reference to Voluntary Arbitration will be to an Arbitrator jointly nominated by the parties and the terms of reference will also be jointly agreed upon by the parties. If the parties failed to agree on the Arbitrator or on the terms of reference, it or they will be decided by the Commissioner of Labour.

39. **Matters Covered and Variations of Terms and Conditions of Employment or Benefits.** - (i) This Agreement shall be in full and final settlement of all matters covered herein and in the event of any conflict or consistency between matters provided for in this Agreement and any pre-existing terms of practices, the terms of this Agreement shall prevail.

(ii) The Union and its members shall not, during the continuance in force of this Agreement, seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable to or enjoyed by any of the employees covered and bound by this Agreement, whether which terms and conditions are provided for in this Agreement or otherwise, other than by mutual Agreement.

(iii) The Company agrees that during the continuance in force of this Agreement it shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the employees covered by bound by this Agreement other than on a mutual Agreement, except to the extent that such benefits have been modified by the terms of this Agreement.

(iv) Any dispute or difference under the provision of sub-clause (b) or (c) but excluding a dispute arising from the termination of a services of an employee may be resolved by Voluntary Arbitration only if both parties to this Agreement agree to submit such dispute of difference for settlement by voluntary arbitration. In the event of either party may not agreeing of Voluntary Arbitration, no application shall be made by either party to have any dispute referred for settlement under Section 4 (1) or (2) of the Industrial Disputes Act of 1950 (as amended) in relation to any matter referred to in sub-clause (b) & (c), except a dispute arising from the termination of the services of an employee.

## PART II

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

1. **Breaches of Collective Agreement.** - If in the opinion of the Employer and the Employers' Federation of Ceylon, the Union or its members have committed a breach of this Collective Agreement, the Union will cease to be entitled to enjoy the facilities and concessions granted in the succeeding clauses of this part and they will stand withdrawn without prejudice to the Employer's right to restore them upon such terms and conditions as it may decide.

2. **Domestic Inquiries.** - If an employee who is furnished with a show cause notice in terms of clause is a member of the union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice -

- (i) The employer will, subject as hereinafter provided, allow another member of such union (hereinafter referred to as "Observer") to be present as an observer without loss of wages for absence from work.
- (ii) If the Employee who is served with a show cause notice desires an observer to be present at the inquiry, 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.
- (iii) 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 participate in the inquiry.
- (iv) The person who conducts an inquiry shall be entitled to require an observer who obstructs such inquiry in any manner whatsoever to withdraw there from and the observer shall forthwith comply with such requirement.
- (v) The absence of an observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, not the proceedings thereat, nor the findings pursuant thereto.

3. **Union Meeting.** - The following provisions shall apply to meetings of the union -

- (i) In respect of each meeting, which the union desires to hold at the Employer's premises, an application for permission shall be previously made to the employer.
- (ii) If the employer decides to grant permission the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions -
  - (a) That no person other than an Employee in the service of the Employer shall be present at a meeting of the Union ;
  - (b) On occasions such as the Annual General Meeting of the Union, the office bearers of the parent union may, with previous approval of the Employer, attend ;
  - (c) Fix a time limit within which a meeting of the union shall be concluded or adjourned ;
  - (d) It will be the duty of the union and its office bearers to ensure that the terms on which permission to held a meeting of the union is granted, are duly complied with ;
  - (e) It is the duty of the union and its office bearers to ensure that no damage is caused in the course of, or in connection with, a meeting of the union to the Employer's property or any other persons of the Employer's premises and the union will indemnify the Employer and keep the Employer indemnified against any such damage.

4. **Duty Leave.**– (i) 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 Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the union and the Employer, or
- (b) To attend inquiries before Industrial courts, Arbitrators of Labour tribunals.
- (c) To attend the executive committee meeting of the union of not more than one occasion a month for not more than three office bearers (President/Secretary and one other office bearer) for a period of not more than 4 hours without loss of wages for such absence.

(ii) 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 utilize for the purpose.

5. **Check Off.**– (i) Where the union has not less than forty percent (40%) membership among the category of employees covered and bound by this memorandum, the employer will, 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.

(ii) The employer will remit the amount so deducted to the union in accordance with the procedure and subject to the conditions hereinafter set forth.

(iii) 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"

(iv) 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".

(v) As far as practicable deduction under an authorization shall commence from the wages due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.

(vi) As far as practicable deduction under an authorization shall cease from the date of receipt of a revocation canceling such authorization provided however,

- (a) That the employer will not be liable in any manner whatsoever to the union or the employee concerned for failure to comply with sub clauses (v) or (vi) :
- (b) That at his discretion the employer will be entitled not to make deduction 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 wages in that month, exceed the deductions permitted by law.

(vii) The employer will 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 concerned in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof of an crossed "Account Payee".

(viii) The cheque will be sent at the risk of the union and the employees concerned by post addressed to the Treasurer of the union concerned at its address for the time being.

(ix) The treasurer of the union concerned will promptly acknowledge receipt of the cheque.

(x) The employer will not be liable to pay the union or to the treasurer on its behalf as aforesaid any sum other than the unions dues actually deducted.

#### FORM No. 1

**Name of Employer :**

#### AUTHORIZATION

As I am an employee covered and bound by the Acme Printing and Packaging manual workers' collective agreement of 2004 I desire to avail myself of the facility for check off contained in the collective agreement to which I am eligible as a member of the.....Please deduct from my wages each month a sum of

14 A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2005.05.05

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 05.05.2005

Rs.....(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 be made from my wages next due immediately following the date hereof.

.....  
(Date of signing)

.....  
(Signature of employee)

.....  
(Full name of employee)

RECEIVED No: .....  
(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 No. .....  
(To be filled by the employer)

### PART III

#### CONTAINING DEFINITIONS OF CERTAIN WORDS

In part I and II of this agreement unless excluded by the subject matter of context the following words will have the meaning set forth opposite to them.

| Words  | Meaning  |
|--|--|
| Check off  | The act of the employer deducting the request of the union, subscriptions payable to the union by the employee from the latter 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.   |
| Industrial Dispute Act.  | The Industrial Dispute Act No. 43 of 1950.   |
| Week   | The period between midnight of any Saturday and midnight of the succeeding Saturday.   |
| Union  | The commercial and Industrial workers Union.   |

**SCHEDULE I**

SCALE OF CONSOLIDATED WAGES PAYABLE FROM 01. 11. 2004 TO 30. 11. 2004 CONSOLIDATED AT THE  
C.C.P.I. FIGURE OF 2548

| <i>Stage</i> | <i>Unskilled</i><br><i>Rs. 54 × 149</i> | <i>S/Skilled</i><br><i>Rs. 61 × 149</i> | <i>Skilled</i><br><i>Rs. 83 × 18</i><br><i>Rs. 90 × 131</i> | <i>Charge Hand</i><br><i>Rs. 104 × 149</i> |
|--------------|---|---|---|--|
| 1            | 6,661.00                                | 6,676.00                                | 6,746.00  | 7,034.00                                   |
| 2            | 6,715.00                                | 6,737.00                                | 6,829.00  | 7,138.00                                   |
| 3            | 6,769.00                                | 6,798.00                                | 6,912.00  | 7,242.00                                   |
| 4            | 6,823.00                                | 6,859.00                                | 6,995.00  | 7,346.00                                   |
| 5            | 6,877.00                                | 6,920.00                                | 7,078.00  | 7,450.00                                   |
| 6            | 6,931.00                                | 6,981.00                                | 7,161.00  | 7,554.00                                   |
| 7            | 6,985.00                                | 7,042.00                                | 7,244.00  | 7,658.00                                   |
| 8            | 7,039.00                                | 7,103.00                                | 7,327.00  | 7,762.00                                   |
| 9            | 7,093.00                                | 7,164.00                                | 7,410.00  | 7,866.00                                   |
| 10           | 7,147.00                                | 7,225.00                                | 7,493.00  | 7,970.00                                   |
| 11           | 7,201.00                                | 7,286.00                                | 7,576.00  | 8,074.00                                   |
| 12           | 7,255.00                                | 7,347.00                                | 7,659.00  | 8,178.00                                   |
| 13           | 7,309.00                                | 7,408.00                                | 7,742.00  | 8,282.00                                   |
| 14           | 7,363.00                                | 7,469.00                                | 7,825.00  | 8,386.00                                   |
| 15           | 7,417.00                                | 7,530.00                                | 7,908.00  | 8,490.00                                   |
| 16           | 7,471.00                                | 7,591.00                                | 7,991.00  | 8,594.00                                   |
| 17           | 7,525.00                                | 7,652.00                                | 8,074.00  | 8,698.00                                   |
| 18           | 7,579.00                                | 7,713.00                                | 8,157.00  | 8,802.00                                   |
| 19           | 7,633.00                                | 7,774.00                                | 8,240.00  | 8,906.00                                   |
| 20           | 7,687.00                                | 7,835.00                                | 8,330.00  | 9,010.00                                   |
| 21           | 7,741.00                                | 7,896.00                                | 8,420.00  | 9,114.00                                   |
| 22           | 7,795.00                                | 7,957.00                                | 8,510.00  | 9,218.00                                   |
| 23           | 7,849.00                                | 8,018.00                                | 8,600.00  | 9,322.00                                   |
| 24           | 7,903.00                                | 8,079.00                                | 8,690.00  | 9,426.00                                   |
| 25           | 7,957.00                                | 8,140.00                                | 8,780.00  | 9,530.00                                   |
| 26           | 8,011.00                                | 8,201.00                                | 8,870.00  | 9,634.00                                   |
| 27           | 8,065.00                                | 8,262.00                                | 8,960.00  | 9,738.00                                   |
| 28           | 8,119.00                                | 8,323.00                                | 9,050.00  | 9,842.00                                   |
| 29           | 8,173.00                                | 8,384.00                                | 9,140.00  | 9,946.00                                   |
| 30           | 8,227.00                                | 8,445.00                                | 9,230.00  | 10,050.00                                  |
| 31           | 8,281.00                                | 8,506.00                                | 9,320.00  | 10,154.00                                  |
| 32           | 8,335.00                                | 8,567.00                                | 9,410.00  | 10,258.00                                  |
| 33           | 8,389.00                                | 8,628.00                                | 9,500.00  | 10,362.00                                  |
| 34           | 8,443.00                                | 8,689.00                                | 9,590.00  | 10,466.00                                  |
| 35           | 8,497.00                                | 8,750.00                                | 9,680.00  | 10,570.00                                  |
| 36           | 8,551.00                                | 8,811.00                                | 9,770.00  | 10,674.00                                  |
| 37           | 8,605.00                                | 8,872.00                                | 9,860.00  | 10,778.00                                  |
| 38           | 8,659.00                                | 8,933.00                                | 9,950.00  | 10,882.00                                  |
| 39           | 8,713.00                                | 8,994.00                                | 10,040.00   | 10,986.00                                  |
| 40           | 8,767.00                                | 9,055.00                                | 10,130.00   | 11,090.00                                  |
| 41           | 8,821.00                                | 9,116.00                                | 10,220.00   | 11,194.00                                  |
| 42           | 8,875.00                                | 9,177.00                                | 10,310.00   | 11,298.00                                  |
| 43           | 8,929.00                                | 9,238.00                                | 10,400.00   | 11,402.00                                  |
| 44           | 8,983.00                                | 9,299.00                                | 10,490.00   | 11,506.00                                  |
| 45           | 9,037.00                                | 9,360.00                                | 10,580.00   | 11,610.00                                  |
| 46           | 9,091.00                                | 9,421.00                                | 10,670.00   | 11,714.00                                  |
| 47           | 9,145.00                                | 9,482.00                                | 10,760.00   | 11,818.00                                  |
| 48           | 9,199.00                                | 9,543.00                                | 10,850.00   | 11,922.00                                  |