



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය The Gazette of the Democratic Socialist Republic of Sri Lanka

අති විශේෂ EXTRAORDINARY

අංක 1854/42 – 2014 මාර්තු 21 වැනි සිකුරාදා – 2014.03.21
No. 1854/42 – FRIDAY, MARCH 21, 2014

(Published by Authority)

PART I: SECTION (I) – GENERAL Government Notifications

My No.: CI/1820.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Acme Printing and Packaging PLC, No. 321, Galle Road, Colombo 3 of the one part and the Commercial and Industrial Workers' Union, No. 17, Barracks Lane, Colombo 02 of the other part on 24th day of December 2012 is hereby published in terms of section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th March, 2014.

Collective Agreement No. 02 of 2013

AGREEMENT

THIS AGREEMENT is entered into on this 24th day of December, Two Thousand and Twelve, between Acme Printing and Packaging PLC, A Company duly registered under the Companies' Act in Sri Lanka, having its registered office at No. 321, Galle Road, Colombo 03 (hereinafter referred to as the “Company”) and the Commercial and Industrial Workers Union, a duly registered Trade Union in Sri Lanka, having its registered office at No. 17, Barracks Lane, Colombo 2, (hereinafter referred to as the “Union”).



WHEREAS the Union by its letter dated 12.11.2012 addressed to the Chariman of the Company requested that parties consider entering into an Agreement and submitted several proposals with regard to wages and other matters, including an understanding on the issue of Cost of Living Payment, which is currently under litigation, parties have discussed the relevant issues and agreed as follows:

1. **Parties Covered.**— This Agreement shall cover and bind the Company and the Union as well as its members employed in manual grade categories of the Company on confirmed permanent monthly contracts of employment as at 31.12.2012.

2. **Period of Operation.**— This Agreement shall come into force with effect from 1.1.2013 and shall continue to be in force from that date unless terminated by either party by giving notice to the other under the provisions of the Industrial Disputes Act, but neither party to this Agreement shall give notice of such termination prior to 30.11.2015.

3. **Revision of Salaries:**

- (i) It has been agreed by parties that the revision of salaries of employees covered and bound would be as follows:

For the year commencing 1.1.2013 an increase of 15% of basic wage as at 31.12.2012

For the year commencing 1.1.2014 an increase of 7.5% of basic wage as at 31.12.2013

For the year commencing 1.1.2015 an increase of 7.5% of basic wage as at 31.12.2014

- (ii) If during the operation of this Agreement the Government of Sri Lanka, the Minister of Labour or the labour authorities or a Court of law in case of litigation involving the parties to this Agreement.

(a) Prescribe in any year, Increases in salaries by any written law or makes an order pertaining to wages or remuneration in respect of the categories of workmen covered by this Agreement, without prejudice to its rights as stipulated in Clause 4 below, the employer shall be entitled to take credit for the salary increase granted to an employee in respect of such year in terms of Clause 3(i) hereof and determine the increase, if any, that is to be granted to an employee accordingly.

(b) recommends increases in salaries, such recommendation will not be applicable.

4. **Cost of Living Payment.**— In view of the fact that this matter is still under litigation, both parties reserve their respective rights and obligations to pursue this matter in the District Court.

5. **Non-Variation Clause.**— The Employer, the Union and the employees covered and bound by this Agreement undertake that they shall not, during the continuance of this Agreement, attempt to vary, alter or add to any of the terms and conditions agreed upon herein, and it is also agreed that the union and employees shall not resort to any form of trade union action in relation to any matter connected with or arising out of any matter covered by this Agreement.

6. **Dispute Resolution Procedure.**— In the event of a dispute arising on a matter not covered in this Agreement, parties agree to resolve such dispute in the following manner.

- (a) As first step, the Branch and the Management would attempt to settle such dispute at Company level, A written statement of the dispute shall be forwarded by the Union's Branch committee to the Employer, and at least 3 week's time given for the employer to resolve it.
- (b) In the event of non-resolution of the dispute at stage (a) above, parties agree to meet at the Employer's Federation of Ceylon with the participation of the Parent Union in order to resolve it.
- (c) In the event of non-resolution of the dispute at stage (b) above, parties agree to resolve the dispute in accordance with the conciliation proceedings in terms of the provision of the Industrial Disputes Act.

7. **Trade Union Action.**— The Union and its members and the employees covered and bound by this Agreement jointly and severally agree that during the continuance in force of this Agreement, they shall not engage in any strike or other form of trade union action against the Employer in respect of any dispute between the Employer and the Union or its members, whether or not such dispute is related to this Agreement.

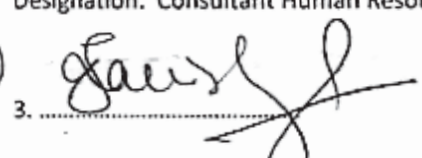
IN WITNESS HEREOF, parties hereunto have set their hands on this 24th day of December, 2012 at Colombo.

FOR & ON BEHALF OF:
ACME PRINTING & PACKAGING PLC.

Name: V.A.G. Nanayakkara
Designation: General Manager

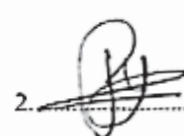
WITNESSES:

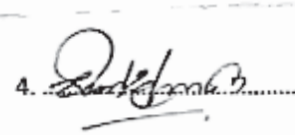
1. 
Name: W.R.B. Ratnayaka
Designation: Consultant Human Resources

3. 
Name: W.M.K.L. Weerasinghe
Designation: Deputy Director-General, EFC

FOR & ON BEHALF OF:
COMMERCIAL & IND. WORKERS' UNION

Name: Linus Jayatillaka
Designation: President

2. 
Name: R.G. Abeykoon
Designation: President, Branch Union

4. 
Name: P. Rubasinghe
Designation: Secretary, Branch Union



THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Keells Food Products PLC., No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Mercantile, Industrial and General Worker's Union (CMU), No. 3, 22nd Lane, Colombo 3 of the other part on 01st day of November, 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
10th March, 2014.

Collective Agreement No. 31 of 2013

COLLECTIVE AGREEMENT

AGREEMENT entered into on this First day of November, 2013, between KEELLS FOOD PRODUCTS PLC a duly registered Company in Sri Lanka, having its Registered Office at No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as the 'Employer') and the CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKERS' UNION (CMU), a duly registered Trade Union in Sri Lanka and having its Registered office at No. 3, 22nd Lane, Colombo 3 (hereinafter referred to as the 'Union').

WHEREAS the Union and the Employer after a series of discussions with regard to revision of the terms and conditions of employment have agreed on the following Agreement.

1. The terms of this Agreement shall cover and bind the Employer, the Union and Members of the Union employed in a manual capacity in the production facility at No. 16, Minuwangoda Road, Ekala, Ja-Ela. (hereinafter referred to as the 'Factory') Provided however, Clause 2 - 12 will only be applicable to those members of the Union employed in a manual capacity in the Factory of the Employer on permanent monthly contracts of employment (hereinafter referred to as 'the Employees').

2. The Agreement shall take effect from 01.11.2013 and shall remain in force unless otherwise terminated by either party by giving one month's written notice to the other, provided however, that neither party shall give such notice of termination prior to 01.10.2014 and the termination shall not take effect until 31.10.2014.

3. The Employer agrees to revise the salaries of Employees covered and bound by this Agreement during the period of the Agreement as follows:

- (a) With effect from 01.11.2013 a sum equal to 5% of the basic salary paid to an employee as at 31.05.2012 shall be added to the salary of such employee.
- (b) the Company shall continue to make seniority based increments in terms of the existing scheme.

4. **Attendance Incentive.** - The Employees will be paid an attendance incentive of Rs. 850/- (Rupees Eight Hundred and Fifty) per month w.e.f. 01.11.2013 subject to the following conditions:

- (a) The full incentive would be payable to an Employee only if he/she reports for duty on all rostered days/shifts in a calendar month, excluding overtime on Saturdays/Sundays/Other Holidays.
- (b) This incentive will not be paid for those who are required to report for work on OT on Weekdays/Saturdays/Sundays/Other Holidays etc.
- (c) In the event an Employee absents him/herself on approved leave (Annual/Casual/Sick/Lieu Leave/Accident Leave), such Employee shall not be eligible to receive the incentive for the day on account of such absence. i.e. An Employee should physically be present at work to qualify for this payment. A deduction equivalent to 1/20th of the monthly incentive shall be made on account of each day of absence as stipulated above. However, an Employee could avail one (01) day's approved Annual Leave per calendar month without deductions from the monthly attendance incentive.
- (d) If an Employee is absent without authority, (i. e. Unauthorized Absence), he / she shall forfeit the total incentive for that calendar month.

5. (i) Shift allowance payable to employees shall be as follows:

First Shift	Rs. 110.00
Second Shift	Rs. 104.00
Third Shift	Rs. 104.50

(ii) The workers on the general shift will be paid a "daily attendance bonus" of Rs. 27.50 per day.

(iii) In terms of the above, all workers of the factory (except the Krest Section) will be eligible for either the shift allowance in (i) or the daily attendance bonus in (ii)

(iv) Furthermore, the Cold Room Allowance will be Rs. 38.50 in respect of employees who are engaged to work in the cold rooms.

6. Drivers' / Cleaners' Batta:

Travelling outside over 3 hours leaving between 11.00a.m. and 12.30p.m. and returning after 2.00p.m.		Rs. 44.00
Eg. leaving at 11.00a.m. and returning 2.00p.m.		
Colombo/Negombo over 4 hours' trip		Rs. 80.00
Kandy, Bentota over 8 hours		Rs. 110.00
Less than 8 hours will be entitled to		Rs. 71.50
Avissawella		Rs. 71.50
Anuradhapura	1st day	Rs. 137.50
	2nd day	Rs. 137.50
Matara	One day trip	Rs. 198.00
	Two days trip	Rs. 275.00
	Three days trip	Rs. 385.00
Bandarawela	Two days trip	Rs. 275.00

7. In respect of employees working in the Krest Section the production related attendance bonus will be paid in the following manner, subject to the production norms already agreed by parties in the Memorandum of Settlement under Section 12 (1) signed before the Commissioner General of Labour on 08-11-2001.

The payment rate will be Rs. 69.85 cents per day.

The present rates of payment in respect of the production levels will remain unchanged.

8.

8.1 The Union and the Employees covered and bound by this Agreement will endeavor to maintain an average production of 2000 kgs of processed meat and 2000 kgs of raw meat per shift under the present working conditions, location, Number of employees and available machinery, having due regard to the restructured and reduced number of employees following the VRS dated 31.10.2013.

8.2 It is also agreed by parties that the MOU dated 01.11.2013 will be part and parcel of this agreement.

9. (a) The management will have a pool of persons, whose names have been set out in schedule 1 hereof, will continue to be eligible for employment on a casual basis, in circumstances mentioned hereunder:

1. To meet seasonal production requirements and / or additional orders;
2. To meet requirements for workers due to absenteeism.

(b) Priority in employment on a casual basis will be given by the management to workers in a pool in the order of dates of first employment. The workers so employed will not be discontinued from the pool by the Management without valid reason.

(c) The Union reserves to itself the right to request that persons who may have worked for a period of six months or more perform regular work of the Company to be taken into the permanent employment cadre.

(d) The rate payable for work on casual basis shall be Rs. 550/- (Rupees Five Hundred and Fifty) per day (i.e. Rs. 510/- +Rs. 40/-), inclusive of the budgetary relief allowance (BRAWA).

The 9 Casual employees listed in Schedule (II) will be absorbed to permanent cadre effective from 01.11.2013. The employees so absorbed will be required to work in any section within the Factory on a need basis to cover absenteeism /vacancies. The basic salary of such employees will be Rs.10,000/- per month from the commencement of their employment with the company from 01.11.2013.



(e) Basic salary of Employees listed in Schedule (III) will be revised to Rs. 12,500/- per month w.e.f. 01.11.2013. Such Employees will be required to work in any section within the Factory on a need basis to cover absenteeism/vacancies.

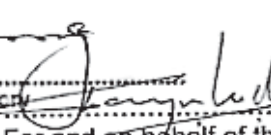
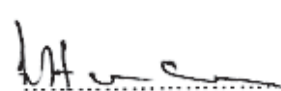
10. It is also hereby agreed between the parties that the provisions of the Agreement dated 14.11.2000 and the provisions of the Memorandum of Settlement entered into between the parties before the Commissioner General of Labour under Section 12 (1) of the industrial Disputes Act on 08.11.2001 relating to work arrangements, allowances, batta rates (subject to mutually agreed amendments) and Dispute Settlement Procedure will remain in force during the period of this Agreement, subject to any revision as set out in this Agreement.

11. In the event of there being a significant change to the present operating model at the Factory, which is also likely to affect employee numbers, it would discuss such matters with the Union.


12. During the continuance of this Agreement neither party will attempt to vary, alter or add to any of the terms and conditions or benefits currently applicable to the employees other than by mutual agreement and the Union shall not resort to any form of trade union action on such matters.

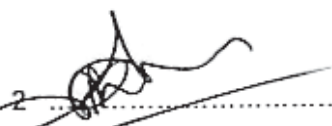
IN WITNESS WHEREOF parties have hereunto set their hands on this 01st day of November, 2013.

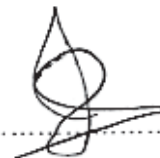

 For and on behalf of
Keells Food Products PLC
 Name: Jit Gunaratne
 Designation: President,
 Consumer Foods,
 John Keells Holdings PLC

 Name: Nishantha Jayasooriya
 Designation: CEO



 For and on behalf of the
**Ceylon Mercantile, Industrial &
 General Workers' Union (CMU)**
 Name: S Jayakody
 Designation: Deputy General Secretary

 Name : Wimal Hewavitharana
 Designation: Deputy General Secretary


Witnesses:

1 
 Name: Daminda Gamlath
 Designation: Sector Financial Controller

2 
 Name: Nilantha Jayasinghe
 Designation: Head of IR

1 
 Name: UG Mahinda
 Designation: Branch Secretary

2 
 Name: Lawrance Perera
 Designation: Branch Secretary

KEELLS CONSULTANTS (PRIVATE) LIMITED
SECRETARIES

 Authorised Signatory

SCHEDULE I

No.	Name of Casual Employee	Date of Engagement	Casual Employee Number
1.	R W G C P Kumara Ariyadasa	2012.12.04	T1492
2.	WPSH Fernando	2012.07.12	T 1452

SCHEDULE II

No.	Name of Casual Employee	Date of Engagement	Casual Employee Number
1.	A K Sanka Primal	28-Jan-09	T-1177
2.	J M U G Saman Kumara	14-July-09	T-1212
3.	M G S S Pushpa Kumara	16-Dec-09	T-1239
4.	U Piyarathne	16-Feb-10	T-1243
5.	L U G N Jayarathne	1-Oct-10	T-1278
6.	M L S Ranasinghe	12-Apr-10	T-1296
7.	S L W S Somasiri	18-Dec-10	T-1300
8.	R M S Sampath	5-Oct-11	T-1361
9.	R A P Manjula	27-Oct-11	T-1370

SCHEDULE III

No.	Name of Permanent Employee	Employee Number
1.	H W U T Kumara	1279
2.	A B M A K Abeykoon	1282
3.	W W I K Fernando	1276
4.	H B R K Herath	1277