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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2068/4 – 2018 අප්‍රේල් මස 23 වැනි සඳුදා – 2018.04.23

No. 2068/4 – MONDAY, APRIL 23, 2018

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No: CI/1784

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Ace Containers (Pvt) Ltd 315, Vauxhall Street, Colombo 02 of the one part and the Ceylon Mercantile, Industrial and General Workers Union (CMU) No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 26th October 2016 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
09th April, 2018

Collective Agreement No. 11 of 2017

COLLECTIVE AGREEMENT

Collective Agreement entered into on this 26th day of October, Two Thousand and Sixteen between Ace Containers (Pvt) Ltd, a company duly registered and having its registered office at 315 Vauxhall Street, Colombo 2 and hereinafter referred to as "The Employer" and the Ceylon Mercantile, Industrial and General Workers Union (CMU), a Trade Union duly registered and having its registered office at No. 3, Bala Tampoe Lane, Colombo 3, and 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 arrived at the following terms of settlement:

1. **Parties Covered and Bound.**— The terms of this settlement shall apply to and cover and bind the Employer, the Union and members of the Union who, as at the date of signing this Collective Agreement are employed by the Employer on permanent contract in the manual categories of the company.

2. **Effective Date / Duration.**— This Collective Agreement shall take effect from 1st July 2016 and shall continue in force unless terminated by either party by giving one month's written notice to the other, provided however that neither party shall give such notice prior to 31st May 2018 and the Agreement shall not stand terminated until 30th June 2018.

3. **Salary Revision.**— It is hereby agreed that the salaries of the employees covered by this Collective Agreement will be revised in the following manner:

First Year (from 01.07.2016 to 30.06.2017) 06% salary increase based on the salary of March 2016.

Second Year (from 01.07.2017 to 30.06.2018) 04% salary increase based on the salary of March 2016.

4. **Notional Arrears.**— By way of Notional Arrears the employer will grant each employee a sum equal to 6% of salary as at March 2016 multiplied by 3 to represent the period 1st July to 30th September 2016. The payment of Notional Arrears shall not constitute a part of an employee's salary for any purposes such as Provident Fund, Trust Fund contributions, Overtime or such like.

5. **Annual Incremental Rates.**— The company has agreed to implement the existing annual incremental scheme for the respective categories of employees as shown below:

Unskilled Rs. 150/-

Semi-Skilled Rs. 175/-

Skilled Rs. 200/-

Charge Hands Rs. 225/-

The above rates are the minimum payable and the company reserves to itself the right to grant additional increments to the respective categories based on their performance.

6. **Medical Reimbursement.**— The Employer agrees to increase the reimbursement of expenses incurred for outdoor medical treatment of employees up to a maximum of Rs. 13,000/- per annum.

7. **Trade Union Action.**— The Employer Union and the employees covered and bound by this Collective Agreement undertake that they shall not during the continuance in force of this Agreement attempt to seek to vary in any manner any of the terms and conditions agreed upon herein and the union and its members 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 Collective Agreement.

8. **Dispute Resolution Procedure.**— In the event of a dispute arising out of a matter not covered by this Collective Agreement, parties agreed to resolve any such dispute in the following manner:-

- i. Firstly, the Branch and the Management would attempt to settle such issue/ dispute at the Company level.
- ii. In the event of non-resolution of the dispute at Stage (i) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
- iii. In the event of non-resolution of the dispute at Stage (ii) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- iv. In the event of non-resolution of the dispute at Stage (iii) above, the Union agrees that they would give a reasonable period of notice, in writing, before engaging in any Trade Union action.

In witness whereof parties have set their hands hereunto on this 26th day of October, 2016
at the EFC office in Rajagiriya.

For and on Behalf of
ACE CONTAINERS (PVT) LTD

Name: Anil Janaka Gunawardena
Designation: Chief Operating Officer

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

Name: S.P. Nathan
Designation: Deputy General Secretary

WITNESSES

1.
Name: A. M. M. Amin
Designation: Vice President

2.
Name: P. G. Lal Rajapaksa
Designation: General

3.
Name: D. S. S. Lugoda
Designation: Chief Administrative Officer

4.
Name: W. S. V. Jayasinghe
Designation: General Secretary

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hayleys Fabric PLC., No. 400, Deans Road, Colombo 10 of the one part and the Sri Lanka Nidahas Sevaka Sangamaya (SLNSS), No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 5th April 2017 regarding the Manual / Operative Grades is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
09th April, 2018.

Collective Agreement No. 28 of 2017

COLLECTIVE AGREEMENT

This Collective agreement entered into between Hayleys Fabric PLC (PQ 37) a duly incorporated company having its registered office at No. 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as “the Employer” and the Sri Lanka Nidahas Sewaka Sangamaya (SLNSS), a duly registered Trade Union having its registered office at No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya hereinafter referred to as “the Union”.

Whereas the Union made certain proposals to the Employer for the revision of terms and conditions of employment of their members employed by the Employer and the parties have after negotiations arrived at the following Agreement.

1. **Parties Covered and Bound.**— The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who are employed by the Employer in confirmed permanent employment in the Manual / Operative grades.

2. **Duration.**— The provision of this Agreement shall take effect from 1st April 2017 and shall, unless otherwise terminated by either party giving one month’s written notice to the other, continue to remain in force, provided, however, that neither party shall give such notice prior to 1st March 2020, and the Agreement shall not stand terminated prior to the 31st day of March 2020.

3. **Salaries.**— The employer agrees to revise the salaries of the employees covered and bound by this Agreement on the following basis:

- (a) With effect from 1st April 2017 the monthly salaries of employees will be revised and a sum of Rs. 1,800/- will be added to the salary paid to such employees as at 31st March 2017.
- (b) With effect from 1st April 2018 the monthly salaries of employees will be revised and a sum of Rs. 2,000/- will be added to the salary paid to such employees as at 31st March 2018.

- (c) With effect from 1st April 2019 the monthly salaries of employees will be revised and a sum of Rs. 2,200/- will be added to the salary paid to such employees as at 31st March 2019.

4. **Shifts and shift allowances.**— The Employer, the Union and the Employees agree that the prevailing shift system shall remain in force during the pendency of this agreement unless mutually agreed by the parties.

Day Shift	7.30 a.m. to 7.00 p.m.
Night Shift	7.00 p.m. to 7.30 a.m. (following day)

The Employer agrees to continue to pay shift allowances during the period of this agreement at the prevailing rates.

5. **Production incentive scheme.**— The Employer, the Union and the Employees agree that the prevailing Production Incentive Scheme shall continue during the period of this Collective Agreement.

6. **Attendance incentive.**— The Employer, the Union and the Employees agree that the prevailing attendance incentive scheme shall continue during the period of this Collective Agreement.

7. **Variation of terms and conditions.**— 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, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement, other than by mutual agreement.

8. **Trade union action.**— The Union and the Employees jointly and severally agree with the Employer 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 Union or the Employees and the Employer in connection with or arising out of any matter covered by this Agreement.

9. **Dispute settlement procedure.**— Parties also agree that they would settle any dispute that may arise with regard to matters not covered by this agreement in the following manner:

- Whenever there is a dispute, a written statement of the dispute should be forwarded by the branch committee of the Union to the employer, and at least two weeks given for the employer to resolve the dispute.
- If no satisfactory solution is found the matter should be referred to the parent union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute through discussions.
- If after the discussions referred to in (b) the matter cannot be resolved by the intervention of the EFC and the parent union, conciliatory proceedings under the Industrial Disputes Act should be followed.
- If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union Action, written notice should be given of not less than 14 days to the Employer and the EFC.
- However, where the dispute has been caused by an act of the Employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union, the provisions of clauses 9(a) to 9(d) shall not apply and the Union shall be entitled to take trade union action provided that they have given at least 7 days written notice to the Employer and the EFC.

In witness hereof parties have set their hands hereunto on this Fifth (5th) day of April Two Thousand and Seventeen (2017) at Colombo.



for and on behalf of
HAYLEYS FABRIC PLC

S c Ganegoda
Group Executive
Director

for and on behalf of
SRI LANKA NIDAHAS SEWAKA
SANGAMAYA (SLNSS)

Name: E.R.P. GANETIZENE

Name: Leslie Jeyondra

Designation: MD / CEO

Designation: Gen. Secy.

WITNESSES:

1.

Name: Renuka Kiththa Bandula

Designation: Chief Financial Officer

2.

Name: Prasanna Pathirana

Designation: DGM - HR

1.

Name: K.N.G. Kide/pitpa

Designation: Operator

Assistant Secretary

2.

Name: S.H.A.S. pryanawa

Designation: Operations

Advisor

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Hayleys Fabric Plc, No. 400, Deans Road, Colombo 10 of the one part and the Sri Lanka Nidahas Sewaka Sangamaya (SLNSS), No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 5th April 2017 regarding the Clerical, Supervisory and Allied Grades is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner General of Labour

Department of Labour,
Labour Secretariat,
Colombo 05.
09th April, 2018

Collective Agreement No. 29 of 2017

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Hayleys Fabric Plc (PQ 37) a duly incorporated company having its registered office at No. 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the Sri Lanka Nidahas Sevaka Sangamaya (SLNSS), a duly registered Trade Union having its registered office at No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya hereinafter referred to as "the Union".

Whereas the Union made certain proposals to the Employer for the revision of terms and conditions of employment of their members employed by the Employer and the parties have after negotiations arrived at the following Agreement.

1. **Parties Covered and Bound.**— The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who are employed by the Employer in confirmed permanent employment in the Clerical, Supervisory and Allied grades.

2. **Duration.**— The provision of this Agreement shall take effect from 1st April 2017 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force, provided, however that neither party shall give such notice prior to 1st March 2020, and the Agreement shall not stand terminated prior to the 31st day of March 2020.

3. **Salaries.**— The employer agrees to revise the salaries of the employees covered and bound by this Agreement on the following basis:

- (a) With effect from 1st April 2017 the monthly salaries of employees will be revised and a sum of Rs. 1,800/- will be added to the salary paid to such employees as at 31st March 2017.
- (b) With effect from 1st April 2018 the monthly salaries of employees will be revised and a sum of Rs. 2,000/- will be added to the salary paid to such employees as at 31st March 2018.

With effect from 1st April 2019 the monthly salaries of employees will be revised and a sum of Rs. 2,200/- will be added to the salary paid to such employees as at 31st March 2019.

4. **Shifts and shift allowances.**— The Employer, the Union and the Employees agree that the prevailing shift system shall remain in force during the pendency of this agreement unless mutually agreed by the parties.

Day Shift	7.30 a.m. to 7.00 p.m.
Night Shift	7.00 p.m. to 7.30 a.m. (following day)

The Employer agrees to continue to pay shift allowances during the period of this agreement at the prevailing rates.

5. **Production incentive scheme.**— The Employer, the Union and the Employees agree that the prevailing Production Incentive Scheme shall continue during the period of this Collective Agreement.

6. **Attendance incentive.**— The Employer, the Union and the Employees agree that the prevailing attendance incentive scheme shall continue during the period of this Collective Agreement.

7. **Variation of terms and conditions.**— 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, alter or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement, other than by mutual agreement.

8. **Trade union action.**— The Union and the Employees jointly and severally agree with the Employer 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 Union or the Employees and the Employer in connection with or arising out of any matter covered by this Agreement.

9. **Dispute settlement procedure.**— Parties also agree that they would settle any dispute that may arise with regard to matters not covered by this agreement in the following manner:

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the branch committee of the Union to the employer, and at least two weeks given for the employer to resolve the dispute.
- (b) If no satisfactory solution is found the matter should be referred to the parent union and to the Employers' Federation of Ceylon (EFC) for the purpose of attempting to resolve the dispute through discussions.
- (c) If after the discussions referred to in (b) the matter cannot be resolved by the intervention of the EFC and the parent union, conciliatory proceedings under the Industrial Disputes Act should be followed.
- (d) If after conciliation has failed in the Labour Department, the Union wishes to take Trade Union Action, written notice should be given of not less than 14 days to the Employer and the EFC.
- (e) However, where the dispute has been caused by an act of the Employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union, the provisions of clauses 9(a) to 9(d) shall not apply and the Union shall be entitled to take trade union action provided that they have given at least 7 days written notice to the Employer and the EFC.

In witness hereof parties have set their hands hereunto on this Fifth (5th) day of April Two Thousand and Seventeen (2017) at Colombo.



for and on behalf of
HAYLEYS FABRIC PLC

S C Ganesha
Group Executive
Director

for and on behalf of
SRI LANKA NIDAHAS SEWAKA
SANGAMAYA (SLNSS)

Name: E. R. P. GARNET/LENA

Name: Leslie Devendra

Designation: MD/CEO

Designation: Gen. Secy.

WITNESSES:

1.

Name: Ruvira Rohitha Bandula

Designation: Chief financial officer.

Secretary

Name: H. S. M. de Silva

Designation: Supervisor

2.

Name: Prasanna Pathirana

Designation: Dam - HR

2.

Name: K. C. Silva

Designation: CHARGE HAND

Committee member