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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2108/5 – 2019 ජනවාරි මස 28 වැනි සඳුදා – 2019.01.28

No. 2108/5 – MONDAY, JANUARY 28, 2019

(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., No. 315, Vauxhall Street, Colombo 02 of the one part and the Ceylon Mercantile, Industrial and General Workers Union, No. 03, Bala Tampoe Lane, Colombo 03 of the other part on 16th November, 2018 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.
19th January, 2019.

Collective Agreement No. 45 of 2018

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT entered into on this 16th day of November, Two Thousand and Eighteen 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 & 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, 2018 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, 2020 and the Agreement shall not stand terminated until 30th June, 2020.

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 01.07.2018 to 30.06.2019) 06% salary increase based on the salary of March 2018.

Second Year (from 01.07.2019 to 30.06.2020) 04% salary increase based on the salary of March 2018.

4. **Notional Arrears.**— By way of Notional Arrears the employer will grant each employee a sum equal to 6% of Salary as at March 2018 multiplied by 3, to represent the period 1st August to 31st October 2018. 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. 175/-

Semi-Skilled Rs. 200/-

Skilled Rs. 225/-

Charge Hands Rs. 250/-

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.

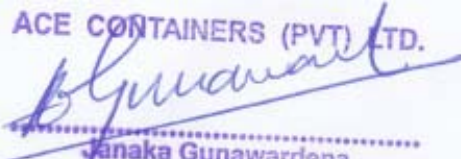


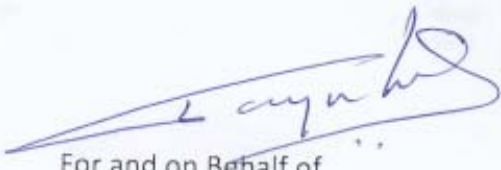


6. **Medical Reimbursement.**— The Employer agrees to increase the reimbursement of expenses incurred for outdoor medical treatment of employees up to a maximum of Rs. 16,000/- per annum.

7. **Trade Union Action.**— The Employer, the 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 16th day of November, 2018 at the EFC office in Colombo.

<p>ACE CONTAINERS (PVT) LTD.  Janaka Gunawardena Chief Operating Officer For and on Behalf of ACE CONTAINERS (PVT) LTD Name: Anil Janaka Gunawardena Designation: Chief Operating Officer</p> <p>WITNESSES</p> <p>1.  Sarath Lugoda Name: Chief Administrative Officer Designation: ACE CONTAINERS (PVT) LTD.</p> <p>3.  Name: B. AMEERDEEN Designation: Asst. Manager - Admin</p>	<p> For and on Behalf of CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS' UNION (CMU) Name: Sylvester Jayakody Designation: General Secretary</p> <p>2.  Name: W. J. V. Gunig Designation: General Secy.</p> <p>4.  Name: U. S. Rajaguru Designation: General Secy.</p>
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