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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2108/8 – 2019 ජනවාරි මස 28 වැනි සඳුදා – 2019.01.28

No. 2108/8 – MONDAY, JANUARY 28, 2019

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1865.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC (Madampe), No. 400, Deans Road, Colombo 10 of the one part and the Ceylon Mercantile, Industrial and General Workers Union, No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 29th January 2018 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactment of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
19th January, 2019.



Collective Agreement No. 40 of 2018

THIS COLLECTIVE AGREEMENT made this Twenty Ninth day of January Two Thousand and Eighteen to take effect from the First day of January Two Thousand and Eighteen pursuant to the Industrial Disputes Act between.

Haycarb PLC (PQ59), having its registered office at 400, Deans Road, Colombo 10 (hereinafter referred to as the “Employer” of the one part

and

The Ceylon Mercantile, Industrial and General Workers' Union a registered trade union having its office No. 3, Bala Tampoe Lane, Colombo 3 (hereinafter referred to as the “Union”), of the Second part

Witnesseth and it is hereby agreed between the parties as follows:

1. **Title.**— This Agreement shall be known and referred to as “HAYCARB PLC (MADAMPE) PRODUCTION ASSISTANTS COLLECTIVE AGREEMENT OF 2018.

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Haycarb PLC a duly incorporated Company bearing registration No. PQ 59 having its registered office at No. 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as “the Employer” and the Ceylon Mercantile Industrial and General Workers' Union (CMU) a duly registered Trade Union having its registered office at No. 3, Bala Thampoe Lane, Colombo 3 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 at their factory at Madampe (NWP) and the parties have after negotiations arrived at the following terms of settlement.

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 as at the date hereof are employed by the Employer in confirmed permanent employment in the Manual / Operative grades as Production Assistants hereinafter referred to as “employees”.

2. **Duration.**— The provision of this Agreement shall take effect from 1st January 2018 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 30th November 2019, and the Agreement shall not stand terminated prior to the 31st day of December 2019.

3. **Salaries.**—

- (a) The Employer shall with effect from 01st January 2018, revise by way of an increase the salaries of employees covered by this Agreement by 16 per centum of their basic salary as at 31st December 2017 subject to a minimum of Rs. 3,000/- for and employee.
- (b) The Employer shall with effect from 01st January 2019, revise by way of an increase the salaries of employees covered by this Agreement by 6.5 per centum of their basic salary as at 31st December 2018.

4. **Attendance Bonus.**— The payment by way of monthly attendance bonus will remain as follows subject to all other conditions currently applicable to the Attendance Bonus Scheme.

Payment for 22 days attendance	-	Rs. 800/-
Payment for 23 days attendance	-	Rs. 1,000/-

Payment for 24 days attendance	-	Rs. 3,000/-
Payment for 25 days attendance	-	Rs. 5,000/-
Payment for 26 days attendance	-	Rs. 5,500/-
Payment for 27 days attendance	-	Rs. 5,700/-
Payment for 28 days or more attendance	-	Rs. 6,000/-

5. **Subsidized Meals.**— The Employer agrees to continue to provide, 50% of the value of a meal sold by the factory canteen to each employee for every shift. The payment shall be made direct to the canteen and will be made only to employees who partake in meals from the canteen.

6. **Reimbursement of Medical Expenses.**— The Employer agrees to reimburse to confirmed employees as at the time of payment, a sum of Rs. 6,000 per annum, to be disbursed in the following manner.

Rs. 3,000/- to be paid with the salary for June of the relevant year.

Rs. 3,000/- to be paid with the salary for December of the relevant year.

7. **Leave for General Council Meetings.**— Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrants refusal, the Employer will generally grant permission to a member of the General Council of the Union in order to attend a meeting of the General Council to Leave the factory not earlier than 10 a.m. on not more than one occasion in a month without loss of salary for such absence, if an application for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the General Council.

Note: It is noted that the member of General council Members as at the Date of Signing this Agreement from the Madampe factory is 4.

8. **Death Donation.**— The Death Donation Scheme will remain as follows.

- In the event of the death of an employee within the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 500,000 from the Employer, in addition to any entitlement under the Workmen's Compensation Act.
- In the event of the death of an employee outside the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 150,000 from the Employer, in addition to any entitlement under the Workmen's Compensation Act.

9. **Shift Allowance.**— The payment by way of Shift Allowance with effect from 1st January 2018 will be as follows subject to all other conditions currently applicable to same.

2nd Shift	Rs. 75/-
3rd Shift	Rs. 150/-

10. **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 in any manner any of the terms and conditions agreed upon herein and 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 Agreement.

11. **Dispute Settlement Procedure.**— Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner.

- The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have dispute resolved through discussion.
- In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union, and the Union will raise it with the management direct or with the Employers' Federation of Ceylon (EFC) for resolution through discussions.
- In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the Union or the Employer may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.

- (d) Subject to clause 10 hereof, the Union and the Employees agree that they shall not resort to any form of Trade Union Action without having complied with the procedure set out above for the settlement of an Industrial Dispute and in the event of any trade union action the Employer shall be given reasonable notice of such action by the Union.
- (e) Provided clause 11(d) above will not apply to action 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.

12. **Productivity Improvement, Elimination of Waste and Ensuring Product Integrity.** - The employees agree to co-operate with the Employer to enhance productivity levels and to minimize waste in all forms in the mutual interest of preserving the future of Haycarb PLC. The employees confirm that they will take every step and make every effort to ensure product integrity.

In witness hereof parties have set their hands hereunto on this Twenty Ninth (29th) day of January Two Thousand and Eighteen (2018) at Colombo.

<p> for and on behalf of HAYCARB PLC</p> <p>  DIRECTOR</p> <p>Name: <u>B. BALARATNARAJAH</u></p> <p>Designation: <u>DIRECTOR</u></p>	<p> for and on behalf of - THE CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS' UNION (CMU)</p> <p>Name: <u>SYLVESTER JAYAKODY</u></p> <p>Designation: <u>GENERAL SECRETARY</u></p>
WITNESSES:	
<p>1.  Name: <u>W. C. A. P. Gamage</u></p> <p>Designation: <u>Resident Manager</u></p>	<p>1.  Name: <u>E. A. J. T. L. Appuhami</u></p> <p>Designation: <u>President</u></p>
<p>2.  Name: <u>ADHIL KHASIM</u></p> <p>Designation: <u>Senior Industrial Relations Adviser. E.F.C.</u></p>	<p>2.  Name: <u>N. T. A. M. M. M.</u></p> <p>Designation: <u>Secretary</u></p>