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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2237/16 – 2021 ජූලි 20 වැනි අඟහරුවාදා – 2021.07.20
2237/16 – TUESDAY, JULY 20, 2021

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1864.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC (Badalgama), No. 400, Deans Road, Colombo 10 of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 25th February 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactment of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23th June, 2021.

Collective Agreement No. 17 of 2020

THIS COLLECTIVE AGREEMENT made this Twenty Fifth day of February Two Thousand and Twenty to take effect from the First day of January Two Thousand and Twenty 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

Inter Company Employees Union a registered Trade Union having its office No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama (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 the "HAYCARB" PLC (BADALGAMA) PRODUCTION ASSISTANTS COLLECTIVE AGREEMENT OF 2020.

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Haycarb PLC (PQ59) 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 Inter Company Employees Union (ICEU) a duly registered Trade Union having its registered office at No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama 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 Badalgama 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 2020 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 2021, and the Agreement shall not stand terminated prior to the 31st day of December 2021.

3. **Salaries** –

(a) The Employer shall with effect from 01st January 2020, revise by way of an increase the salaries of employees covered by this Agreement by 17 per centum (17%) of their basic salary as at 31st December 2019.

(b) The Employer shall with effect from 01st January 2021, revise by way of an increase the salaries of employees covered by this Agreement by 8 per centum (8%) of their basic salary as at 31st December 2020.

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. 5,500/-
Payment for 26 days and 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 employee as at the time of payment, a sum of Rs. 10,000 per annum, to be disbursed in the following manner:

Rs. 5,000/- to be paid with the salary for June of the relevant year,
Rs. 5,000/- to be paid with the salary for December of the relevant year.

7. **Leave to go to the Parent Union.**– 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 two members of the Branch Union to go to the Union headquarters and 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 is made at least forty eight (48) hours before the time.

8. **Death Donation.**– The Death Donation Scheme will remain as follows:

- (a) 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;
- (b) 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 2020 will be as follows subject to all other conditions currently applicable to same:

2nd Shift	-	Rs. 75/-
3rd Shift	-	Rs. 175/-

10. **Travelling Incentive.**– A travelling incentive of Rs. 50/- per each calendar date worked, will be paid by the Employer to an employee. In the event a shift commences on a particular calendar date and ends on the subsequent date it will be considered as a payment in respect of the first date.

11. **Night Shift Incentive.**– A night shift incentive of Rs. 50/- per night shift worked, will be paid by the Employer to an employee.

12. **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.

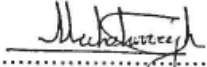
13. **Dispute Settlement Procedure.**– Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner:


- (a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion,
- (b) 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,


- (c) 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 12 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 13(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.

14. ***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 Fifth (25th) day of February Two Thousand and Twenty (2020) at Colombo.


for and on behalf of
HAYCARB PLC


A.A.M. CADERGHROY
DIRECTOR


for and on behalf of
INTER COMPANY EMPLOYEES
UNION (ICEU)

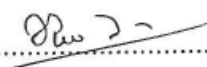
Name: B. BALARATNARAJAH

Name: P. Hettimachechi

Designation: DIRECTOR

Designation: SAS - ICEU

WITNESSES:

1. 


Name: G.M.G. Gunawardhana

1. 

Name: E.P.M. Jayasinghe

Designation: DGM - Manufacturing

Designation: BRANCH SECRETARY

2. 

Name: W.P.J.K. Wickramasinghe

2. 

Name: R.A. Karunaratne

Designation: Resident Manager - HCB

Designation: BRANCH PRESIDENT

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 & General Workers Union, No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 25th February 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd June, 2021.

Collective Agreement No. 18 of 2020

THIS COLLECTIVE AGREEMENT made this Twenty Fifth day of February Two Thousand and Twenty to take effect from the First day of January Two Thousand and Twenty 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 & General Workers' Union a registered Trade Union having its office No. 3, Bala Tampoe Lane, Colombo 03 (hereinafter referred to as the "Union"), of the second part

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

Title.— This Agreement shall be known and referred to as "The Haycarb PLC (Madampe) Production Assistants Collective Agreement of 2020.

COLLECTIVE AGREEMENT

THIS Collective Agreement entered into between Haycarb PLC (PQ59), 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 Ceylon Mercantile, Industrial & General Workers' Union (CMU), a duly registered Trade Union having its registered office at No. 3, Bala Tampoe 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 2020 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 2021, and the Agreement shall not stand terminated prior to the 31st day of December 2021.

3. **Salaries** -

- a) The Employer shall with effect from 01st January 2020, revise by way of an increase the salaries of employees covered by this Agreement by 17 per centum (17%) of their basic salary as at 31st December 2019.
- b) The Employer shall with effect from 01st January 2021, revise by way of an increase the salaries of employees covered by this Agreement by 8 per centum (8%) of their basic salary as at 31st December 2020.

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. 5,500/-
Payment for 26 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. 10,000/- per annum, to be disbursed in the following manner.

- Rs. 5,000/- to be paid with the salary for June of the relevant year
Rs. 5,000/- 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 10.00 a.m. on not more than one occasion in a month without loss of salary for such absense, 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 number of General Council Members as at the date of signing this Agreement from the Madampe factory is four (4).

8. **Death Donation**. - The Death Donation Scheme will remain as follows:

- a) 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.
- b) 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 01st January 2020 will be as follows subject to all other conditions currently applicable to same.

2nd Shift	- Rs. 75/-
3rd Shift	- Rs. 175/-

10. **Travelling Incentive.**— A travelling incentive of Rs. 50/- per each calendar date worked, will be paid by the Employer to an employee. In the event a shift commences on a particular calendar date and ends on the subsequent date it will be considered as a payment in respect of the first date.

11. **Night Shift Incentive.**— A night shift incentive of Rs. 50/- per night shift worked, will be paid by the Employer to an employee.

12. **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.

13. **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.

- a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion.
- b) 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 Employer's Federation of Ceylon (EFC) for resolution through discussions.
- c) 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 12 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 13(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.

14. **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 Fifth (25th) day of February Two Thousand and

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, No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 27th February 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd day of June, 2021.

Collective Agreement No. 20 of 2020

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Hayleys Fabric PLC (PQ37) 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 provisions of this Agreement shall take effect from 1st April 2020 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 2023. and the Agreement shall not stand terminated prior to the 31st day of March 2023.

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 2020 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 2020.
- b) With effect from 1st April 2021 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 2021.
- c) With effect from 1st April 2022 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 2022.

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. **Annual Bonus**.— Without prejudice to the claim of the employer that bonus payments are ex-gratia and at its discretion, the Employer, the Union and the Employees agree as follows.

The Employer will pay one months' bonus based on the average monthly basic salary of all permanent employees in the manual/ operative grades. The payment of this bonus will be made only if the Company has made a sufficient profit in the relevant financial year to cover bonus payments applicable to all categories of employees for that year.

In the event of payment of a bonus, the employees will receive the bonus based on a ranking method taking into consideration their Attendance, Punctuality and any warning letters issued to them (where applicable)

A grade performers	- 1 Months' Salary
B grade performers	- 3/4 Months' Salary
C grade performers	- 1/2 Months' Salary
D grade performers	- 1/4 Months' Salary

(The basic salary for this purpose shall be the basic salary + budgetary relief allowance (if any)).

8. **Variation of Terms & 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.


9. **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.


10. **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:

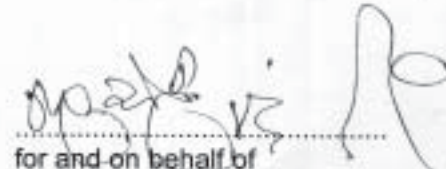
- Whenever there is a dispute, a written statement of the dispute should be forwarded by the branch committee of the Union to the employer, and at least two weeks given for the employer to resolve the dispute.
- If no satisfactory solution is found the matter should be referred to the parent union and 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 matters 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.

- 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 10(a) to 10(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 Twenty Seventh day of February Two Thousand and Twenty (2020) at Colombo.


for and on behalf of
HAYLEYS FABRIC PLC


I S R SANDER
DIRECTOR


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

Name: **E R P GOONETILLEKE**

Name: **LESLIE DEVENDRA**

Designation: **MANAGING DIRECTOR**

Designation: **GENERAL SECRETARY**

WITNESSES:

1.....

Name: **M H JAYASINGHE**

Designation: **DIRECTOR**

2.....

Name: **K P C P K PATHIRANA**

Designation: **GENERAL MANAGER
HR & ADMINISTRATION**

1.....

Name: **K N S SILVA**

Designation: **PRESIDENT - BRANCH
UNION**

2.....

Name: **W A I R JAYASEKARA**

Designation: **VICE PRESIDENT
BRANCH UNION**