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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1776.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC, No. 400, Deans Road, Colombo 10 of the one part and The Ceylon Mercantile, Industrial and General Workers' Union, (CMU) No. 03, 22 nd Lane , Colombo 3 of the other Part on 29 th day of February 2012 regarding the Manual/Operative grades as Production Assistants 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.
22nd May, 2012.

Collective Agreement No. 07 of 2012

Collective Agreement

THIS Collective Agreement entered into between Haycarb PLC, 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 and General Workers' Union (CMU), a duly registered Trade Union having its registered Office at No. 03, 22 nd 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 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 of singing this Agreement are employed by the Employer on confirmed monthly contracts of employment in the Manual/Operative grades as Production Assistants.

2. **Duration.**– The provision of this Agreement shall take effect from 01st day of January 2012 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 2013, and the Agreement shall not stand terminated prior to 31st day or December 2013.

3. Salaries.-

- (a) The Employer shall with effect from 01st January 2012, revise the salaries of employees covered by this agreement by adding to the basic salary as at 31st December 2011 in the following manner.

(i) For employees whose service is less than 06 completed years Rs. 3,000/-

(ii) For employees whose service is 6 completed years or more but less than 10 completed years Rs. 3,250/-

(iii) For employees whose service is 10 completed years or more but less than 15 completed years Rs. 3,500/-

(iv) For employees whose service is 15 completed years or more Rs. 3,750/-

- (b) The Employer shall with effect from 01st January 2013, revise by way of an increase the salaries of employees covered by this agreement by 6% of the basic salary as at 31st December 2012, subject to minimum of Rs. 1,000/-

4. Shift Allowances.- The Employer agrees to revise the Shift Allowances with effect from 1st January 2012 as follows:

2nd Shift – Allowance of Rs. 50/-

3rd Shift – Allowance of Rs. 80/-

5. Meal Allowances.- The Employer agrees to revise the Meal Allowances with effect from 1st January 2012 as follows:

For overtime 4 to 8 hours – Rs. 30/-

For overtime more than 8 hours – Rs. 40/-

6. Leave for General Council Meetings.- Without prejudice to the right of the Employer to refuse to grant permission if in his 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 number of General Council Members as at the date of signing this Agreement from the Madampe and the Badalgama factories are 4 and 2 respectively.

7. Death Donation

- (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 Workmens' 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 Workmens' Compensation Act.

8. 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.

9. 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 8 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 9(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.

10. **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 February Two Thousand and Twelve (2012) at Colombo.

.....
for and on behalf of
HAYCARB PLC

Name: R. P. Peris/H. S. R. Kariyawasam

Designation: Director / Director

.....
for and on behalf of
THE CEYLON MERCANTILE INDUSTRIAL
AND GENERAL WORKERS UNION (CMU)

Name: Bala Tampoe

Designation: General Secretary

Witnesses:

1.....

Name: K. Weerasinghe

Designation: Deputy Director General
Employers, Federation of Ceylon

1.....

Name: S. A. Herbert Christy

Designation: President Haycarb PLC, Madampe.

2.....

Name: G. J. W. De Silva

Designation: General Manager
Group HR Management

2.....

Name: G. L. Neil Janaka Mendis

Designation: President Haycarb PLC,
Badalgama (CMU)