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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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No. 1808/2 - MONDAY APRIL 29, 2013

(Published by Authority)

PART I : SECTION (I) — GENERAL

Government Notifications

My No. : CI/1799.

THE INDUSTRIAL DISPUTES ACT, (CHAPTER 131)

THE Collective Agreement entered into between Cargills Agrifoods Ltd., No. 40, York Street, Colombo 01 the one part and the Commercial and Industrial Workers Union, No. 17, Barcks Lane, Colombo 2 of the other part on 20th day of December 2012 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,
09th April, 2013.

Collective Agreement No. 04 of 2013

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Cargills Agrifoods Ltd. a Company duly registered in Sri Lanka having

1 A – G 17588 — 350 (2013/04)

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its registered Office at No. 40, York Street, Colombo 1, (hereinafter referred to as the “Employer”) and the Commercial and Industrial Workers’ Union, a Trade Union duly registered in Sri Lanka, having its registered Office at No. 17, Barracks Lane, Colombo 2, (hereinafter referred to as the “Union”).

Whereas the Union by their letter dated 08.08.2012 forwarded a list of demands to the Employer and after several meetings with the Union, the Employer and the Union have now agreed on the following terms of settlement, it is hereby recorded as follows :

1. Title

This Agreement shall be known as Cargills Agrifoods Ltd. and Commercial and Industrial Workers’ Union Wage Agreement on behalf of the Union members in Cargills Agrifoods Factory at Katana.

2. Employers Covered and Bound

This Agreement shall bind Cargills Agrifoods Ltd., (hereinafter referred to as the “Employer”).

3. Union and Employees covered and Bound

This Agreement shall cover and bind the Commercial and Industrial Workers’ Union (hereinafter referred to

as the "Union") and members of the Union who are employed by the said employer in the employer's aforesaid factory.

4. Date of Operation and Duration

This Agreement shall be effective from 1st October 2012 and shall thereafter continue in force unless terminated by the party giving notice of termination in terms of the Industrial Disputes' Act subject to the condition that no party shall give notice to the other before 30th September 2014

5. General Terms and Conditions

- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement ;
- (ii) The parties mutually agree that Union members' performance will be evaluated by the employer through the prevalent performance evaluation scheme, in order to give an opportunity to the members of the Union to earn an additional increment to their basic wage depending on marks obtained by such member ;
- (iii) The Union agrees to the said performance evaluation criteria on which the Union members are to be evaluated, accept the criteria unconditionally and agreed to its continued implementation.

6. Wages

The wage revision applicable to the employees covered by this Agreement shall be as set out below :

- (i) With effect from 1st October 2012 the wages of all employees currently in employment to-date shall be increased by a sum equal to seven percent (7%) of the basic wage payable to such employee as at 30th September 2012 ;
- (ii) In addition to the wage revision set out in (i) above, the employees will be eligible for a wage revision subject to an evaluation of their performance up to a maximum of eight percent (8%) with effect from 1st October 2012. The revision will be solely dependent on the performance evaluation conducted by the Management and the wage for the purpose of such revision will be the basic wage as at 30th September 2012 ;

- (iii) With effect from 1st October 2013 the wages of all employees who received a wage revision in terms of (i) above, shall be increased by sum equal to six percent (6%) of the basic wage payable to such employee as at 30th September 2013 ;

- (iv) In addition to the wage revision set out in (iii) above, the said employees will be eligible for a wage revision subject to an evaluation of their performance up to a maximum of nine percent (9%) with effect from 1st October 2013. The revision will be solely dependent on the performance evaluation conducted by the Management and the wage for the purpose of such revision will be the basic wage as at 30th September 2013 ;

- (v) The arrears of wages for the period 1st October 2012 to 31st December 2012 inclusive of consequential benefits thereon by way of EPF, ETF, Unavailed Leave Payment, based on the increase in terms of Clause 6(i) and (ii) above will be paid by the Employer by January 2013 with employee wages for the month of January 2013.

7. The Union and its members agree to undertake that they will not during the operation of this Agreement seek to vary or alter any of the Provisions contained herein or make any demands for a revision of wages or any other payments and shall not resort to any Trade Union action on such matters.

In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 20th day of December 2012.

For and on behalf of
Cargils Agrifoods Limited.

For and on behalf of
Commercial & Industrial
Workers' Union.

Name : Name :

Designation : Designation :

Witnesses :

Name : Name :

Designation : Designation :

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