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අති විශේෂ EXTRAORDINARY

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No. 1859/37 – FRIDAY, APRIL 25, 2014

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/586.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Coca-Cola Beverages Sri Lanka Limited, Tekkawatte, Biyagama of the one part and The Food Beverages and Tobacco Industries Employees Union (FBTEIU), No. 513-2/1 Elvitigala Mawatha Colombo 05. of the other part on 09th day of December 2013 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.
02nd April, 2014.

Collective Agreement No. 03 of 2014

This Collective Agreement made on this Ninth day of December Two Thousand and Thirteen Pursuant to the Industrial Disputes Act between Coca-Cola Beverages Sri Lanka Limited a public limited liability Company and having its registered office at Tekkawatte, Biyagama (hereinafter referred to as “The Employer”), which term shall where the context so requires or admits mean and include the said Coca-Cola Beverages Sri Lanka Limited of the One Part and Food Beverages and Tobacco Industries Employees Union (FBTEIU) duly registered under the Trade Unions ordinance and having its registered office at No. 513-2/1 Elvitigala Mawatha Colombo -05. (hereinafter called and referred to as “the Union”) which term shall mean and include the said food Beverages and Tobacco Industries Employees Union (FBTEIU) of the other Part witnesseth and it is hereby agreed between the parties as follows:-



1. **Parties to be Covered and Bound.**— This Agreement shall cover and bind the Employer, the Union and members of the Union who are employed by the employer as at date hereof on monthly contracts in the clerical and Allied Grade for which salary scales are set out in the salary schedules annexed hereto.

2. **Earlier Collective Agreement.**— The provisions of this Agreement shall supersede and replace the provisions of the Collective Agreement entered into between the Company and the Ceylon Mercantile, Industrial and General Workers Union (CMU) on the 1st April 2010 and the said Agreement shall stand terminated with effect from 31st March 2012.

3. **Date of Operation and Duration.**— Unless otherwise expressly stated herein this agreement shall be effective as from the first day of December 2013 (01.12.2013) and shall thereafter continue to be, in force unless it is determined by either party giving one month's notice in writing to the other party, provided however, that neither party shall give such notice to the other party before the Thirty first October 2016 (31.10.2016) and the Agreement shall not terminate before the Thirtieth November 2016 (30.11.2016)

4. **General Terms and Conditions of Employment.**—

1. The terms and conditions of this Agreement shall from the date hereof and during the continuance in force of this Agreement be deemed to be included in all the contracts of service between the Employer bound by this Agreement and employees covered and bound by this Agreement, as well as other employees who are employed by the Employer on permanent monthly contracts of service in Clerical and Allied capacity whether such contracts of service be written or oral, which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement.
2. Where the existing terms and conditions of employment of an employee covered and bound by this Agreement are more favourable than the terms and conditions provided for in this Agreement then nothing in this Agreement shall in any way affect or prejudice such existing terms and conditions of employment and such terms and conditions of employment shall continue to exist notwithstanding anything to the contrary contained herein.
3. Where an employee was immediately prior to the date hereof entitled or becomes entitled on or after that date under or by virtue of any law or under any contract, agreement, award or custom to any rights or privileges more favourable than those to which he would be entitled under this Agreement, nothing in this Agreement shall be deemed or construed to authorize or permit the Employer to withhold restrict or terminate such rights or privileges.
4. It is agreed by parties to continue with the operation of the 'night shift' on a 'normal roster' basis (i.e. without payment of overtime) on all three lines and that the 'night shift' would commence at 10.00 p.m. and conclude at 6.00 a.m. on the following day.

5. **Probation.** —

- (1) The Employer may require any employee who is engaged for employment to serve a period of probation of not more than six (06) months, provided further that if during the said probationary period of six (06) months, the Employer is not satisfied with such employee, the Employer may extend the probationary period for a further period of not more than (03) three months, and in that event the Employer shall communicate to the employee, in writing, the reason for such extension.
- (2) During the period of probation or extended probation as the case may be, where the Employer is not satisfied with the employee, the Employer may terminate the employment of the employee without notice.
- (3) Where the employment of an employee is not terminated during the period of probation or extended probation, as the case may be, and the employee has not been expressly confirmed by the Employer, the employee shall be deemed to be confirmed in employment with effect from the day after the day on which the period of probation or extended probation, as the case may be, ended.
- (4) On confirmation, the period of employment of an employee shall be deemed to date from the day on which such employee was initially employed in terms of *sub-paragraph (1)* hereof.

6. **Attendance.** — Unless otherwise specifically instructed by his Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, Mill or job and shall there remain available for work throughout the normal working hours.

If at a store, Factory, Mill or job, work is temporarily not available for an employee in his own occupation he shall be deemed to be ready and willing to perform work within the capacity and skill in any other occupation at the same work site or at any other work site of the Employer where work is available.

7. Hours of Work and working arrangements. -

- I. The normal working hours shall be those hours which are customarily worked at a Store, Factory, Mill or Job in the establishment of the Employer bound by this Agreement, and would include a three shift operation (6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m., 10.00 p.m. to 6.00 a.m.) according to company exigencies.
- II. In addition to the above General stores, Engineering stores and post mix filling will be operated on a two shift work arrangement (6.00 a.m. to 2.00 p.m., 2.00 p.m. to 10.00 p.m.).
- III. Office Assistants/ Peons/ Lab Attendants
Existing structure in regard to the above positions in Engineering, quality Assurance and Production Departments will be operated henceforth with One Office Assistant on day shift for Quality Assurance and one office assistant per shift as per requirements of the Supply chain.

8. **Forfeiture of Salaries.** - Unless for good cause shown to the satisfaction of the Employer an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and his Employer shall be entitled to deduct his salary for the period from the time at which such failure occurs until he is again available for work.

9. **Overtime.** - (1) Overtime work will be worked by an employee as and when and for such period as the Employer may reasonably require, provided there is no good reason for refusal by such employee.

- (2) Any work which is performed in excess of normal working hours shall be remunerated at one and half (1½) times the normal hourly rate ascertained in accordance with the provisions of *clause 19(a)* hereof.

10. Weekly Holidays. - The following provisions shall govern the weekly holidays :

- (1) The weekly holidays (weekly full holiday and half holiday) shall be granted as prescribed by the Act.
- (2) The Employer may employ any Employee on his weekly holiday as and when required, provided there is no good reason for refusal by such employee subject to the following conditions:
 - (i) A day within the six days next succeeding such weekly holidays be allowed to that Employee as a holiday with remuneration. Provided however, that if any Employee who is employed on his weekly holiday is liable to forfeit and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in *sub- clause (1)* then and in such event the Employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of *clause 19(b)* hereof in respect of the holiday which shall be allowed to that Employee within six (6) days of that weekly holiday. Provided further, that in respect of not more than two (2) such weekly holidays in any one calendar month the Employer may with the consent of the Employee .-
 - (a) Instead of allowing an alternate holiday within six (6) days of the weekly holidays in respect of which that Employee shall not be liable to forfeit and the Employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of *clause 19(b)* hereof in lieu of such alternate holiday, *or*
 - (b) In case that employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday, he shall be liable to forfeit and the employer shall be entitled to deduct a day's wage as aforesaid employ that employee on the alternate holiday.
 - (ii) That in respect of work done on such weekly holidays, the employee shall be paid as remuneration -
 - (a) One and a half (1 1/2) times the normal hourly rate ascertain in accordance with the provisions of *Clause 19(a)* hereof for the number of hours worked during the first nine (9) hours (inclusive of one hour for a meal); *and*
 - (b) At double the normal hourly rate ascertained in accordance with the provisions of *Clause 19 (a)* hereof for each subsequent hour of work.

The provisions of this *sub - clause* shall not apply to employees engaged on work outside the business premises of the Employer for periods exceeding twelve (12) days in respect of the duration of each such period.

11. **Annual Holidays.**— Annual Holidays shall be as prescribed by the Act and an employee may opt to set off absence due to ill health in excess of the entitlement provided under *Clause 14* of part I hereof against his annual leave entitlement.

12. **Statutory Holidays .—**

(1) The following holidays shall be allowed each year as paid holidays:

Thaipongal Day
Independence Day
Sinhala & Tamil New Year (2 Days)
May Day
The day following Vesak
Prophet Mohamed's Birthday
Christmas Day
Good Friday.

(2) If any of the above days is a statutory holiday and if it falls on a weekly half holiday, an additional half holiday shall be granted on the working day immediately preceding it, and if it falls on a weekly full holiday, a substitute holiday shall be granted on a working day either in the six (06) days preceding or in the six (06) days succeeding such weekly full holiday. No substitute holiday shall be allowable for any day specified above, which is not a statutory holiday, if such day falls on a weekly half holiday or a weekly full holiday.

(3) If any of the above days is a statutory holiday and some other day not specified above is declared a statutory holiday in substitution for such day, then such day shall be treated as a normal working day.

13. **Casual Leave.—**

1. In respect of each year of employment during which any employee has been continuously in employment that Employee shall be entitled to take on account of private business or other reasonable cause including ill - health if that Employee's entitlement of sick leave has been fully utilized, leave (hereinafter referred to as "Casual leave") with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such remuneration. Provided however, that not more than two (2) days casual leave shall be taken at any one time. Provided further, that any Employee shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays.
2. Casual leave will normally be obtained with prior approval and will normally be granted on application without the employee being required to state the reason for the application. Where the Employer finds it difficult to grant an application for casual leave his difficulty shall be notified to the employee as soon as possible after the application is made and in such case, the employee may be required to state the reason for the application in order that the Employer may decide whether it is reasonable in the circumstances to grant casual leave.
3. Provided further that any employee shall be entitled to casual leave on the basis of one (1) day for each completed period of two (2) months service during his probationary period. After confirmation he shall be entitled to casual leave for the remainder part of that calendar year on the following basis.

Period of Service	Entitlement
1 Month	Nil
2 to 3 Months	1 Day
4 to 5 Months	2 Days
6 to 7 Months	3 Days
8 to 9 Months	4 Days
10 to 11 Months	5 Days
12 Months	7 Days

14. **Sick Leave.**— In any year, an Employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that —

- (1) His illness is supported by a certificate from a registered Medical Practitioner unless waived by the Employer, subject to existing practice.

- (2) The Employee shall not be on probation within the meaning of *Clause 5* hereof Provided however, that an Employee who has been on probation shall as from the date of confirmation in respect of the remainder of that Calendar year be entitled to sick leave as shown below.

Period of Service	Entitlement
2 Months	1 Day
3 Months	3 Days
4 Months	5 Days
5 Months	7 Days
6 Months	9 Days
7 Months	11 Days
8 Months	13 Days
9 Months	15 Days
10 Months	17 Days
11 Months	19 Days
12 Months	21 Days

15. **Monthly Consolidated Salaries.**— (i) Subject to the provisions of Clause 19 hereof, the monthly salary of an employee in employment as at date hereof with effect from 1st December 2013 shall be in terms of the salary scales set out in the first Schedule hereof.

(ii) If during the continuance in force of the agreement the Government of Sri Lanka :

- (a) Prescribes increase in salary by any written law applicable to categories covered by this agreement legally obliging the Employer to make such payment, the Employer will pay such increase in salary in accordance with the law.
- (b) Recommends increase in salary, such recommendations will not be applicable to the employer whether or not such recommendations are applicable to categories covered by this agreement.

16. **Conversion to the salary Scale set out in the First Schedule with effect from 1st December 2013, Second Schedule with effect from 1st December 2014 and Third Schedule with effect from 1st December 2015 .—**

- i. A sum equal to 8% of the salary payable to an employee as at 1st December 2013, shall be added to the salaries of the employees covered and bound by this Agreement with effect from 1st December, 2013.
- ii. An employee shall thereafter be placed on the corresponding point in the grade applicable to him in the salary scales set out in the 1st Schedule hereof or in the event if there being no corresponding point on the next higher point in monetary terms in the said grade and the scale.
- iii. With effect from 1st December 2014, the Employer will increase the monthly salaries of the employees covered by this Agreement by a sum equal to 9% of the monthly salary drawn by each employee as at 30th November 2014 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in the 02nd schedule hereof or the grade applicable to such employee.
- iv. With effect from 1st December 2015, the Employer will increase the monthly salaries of the employees covered by this Agreement by a sum equal to 9% of the monthly salary drawn by each employee as at 30th November 2015 and thereafter place each employee on the corresponding point, or if there is no such corresponding point on the next higher point on the salary scales given in the 03rd schedule hereof or the grade applicable to such employee.
- v. **Notional Arrears.**— An ex-gratia payment by way of notional arrears shall be made in consideration of the period 1 st April 2012 up to 30th November 2013 taking into consideration of the following.
 - (a) A sum equal to 8% of the salary payable to an employee as at 30 th November 2013 in consideration of the period 1 st April 2012 to 30 th November 2013.
 - (b) This lump sum payment by way of notional arrears shall not constitute a part of an employee's earnings for any purpose whatsoever and shall not attract any consequential payments such as EPF, ETF, Gratuity, Overtime etc.
- vi. The Employer will also make a payment of a special ex-gratia amounting to Rs. 6,000/- to employees covered and bound by this agreement by 15 th December 2013, It is also agreed by parties that this payment too shall not attract any consequential payments such as EPF, ETF, Gratuity, Overtime etc.
- vii. Parties agreed that no other payments are due to be paid by means of arrears.

17. **Shift Allowance.**- The allowance payable to employees working on shifts will be :

- 6.00 a.m. to 2.00 p.m. - Nil
- 2.00 p.m. to 10.0 p.m. - Rs.75/-
- 10.00 p.m. to 6.00 a.m. - Rs. 300/-

18. **Attendance Incentives.**- The Attendance Incentive for 100% attendance will be Rs. 350/- p.m.

- (a) 100% attendance : Rs. 350/-pm
- (b) Being absent on a single day within a month : Rs. 320/-pm
- (c) Being absent on 2 days within a month : Rs. 290/-pm
- (d) Being absent on 3 days within a month : Rs. 230/-pm
- (e) Being absent on 4 days within a month : Rs. 170/-pm

Attendance Incentive will not be granted if absent for 5 days or more within a month.

19. **Salary for Periods Less than One Month.**- For the purpose of this Agreement the salary of any employee for periods less than one month shall be computed in the manner following :

- (a) for one hour - the monthly salary divided by two hundred and forty (240)
- (b) for one day - the monthly salary divided by thirty (30)
- (c) for one and half day - a day's salary ascertained as above divided by two (02) (either morning or afternoon)
- (d) for one week - a day's salary ascertained as above multiplied by seven (07)

20. **Promotions** .- The following shall be the principles which will guide the Employer in respect of promotions.

- i. Mere length of service shall not be the sole criterion for promotions from one grade to the next. The Employer shall be entitled to take into account skills, efficiency, performance, educational qualifications and other similar criteria and the cadre requirements in deciding on promotions.
- ii. Opportunities will be made available to employees by the employer for self development in furtherance of (1) above.
- iii. The past practices relating to the consideration of the service too will be given.

21. **Provident Fund.**- (1) The Employer and the Employee shall contribute to the Provident Fund at rates prescribed by the Employees Provident Fund Act, No. 15 of 1958.

- (2) Subject to the provisions of the Employees' Trust Fund Act, No. 46 of 1980, where the Employer and Employee as at the date hereof were contributing to Provident Fund at rates more favourable than those prescribed by the Employee's Provident Fund Act, the more favourable rates of contribution will continue.

22. **Terminal Benefits.**- (1) The Employer will subject as hereinafter provided pay terminal benefits to Employees in accordance with the Scheme of terminal benefits set out in this Clause.

(2) As and by way of terminal benefits the Employer shall pay an employee a sum equivalent to half month's salary for each year of service up to twenty (20) years and one month's salary for each year of service over and above twenty (20) years of service. The employees who do not complete five (05) years of uninterrupted service are not entitled to terminal benefits under this provisions.

(3) The salary on which the said terminal benefits under Sub-clause (2) hereof shall be payable will be the last monthly salary receivable by an employee on which Provident Fund is payable and shall not include any Non-recurring Cost of Living Gratuity.

(4) For the purpose of calculating terminal benefits under this Clause an year of service shall be a period of not less than six (06) months.

(5) If at the date of cessation of an employee's service there is due to the Employer from the employee any sum on account of fraud, misappropriation or any other account and the same cannot be recovered from the amount in the employee's credit in the Provident Fund the same shall be recovered from the terminal benefits provided for herein.

(6) On the death of an employee whilst in service, who is eligible to receive terminal benefits under this Clause, the Employer shall pay such terminal benefits in the manner and to the persons hereinafter set forth:

- (a) If there is a valid nomination in force for the purpose of the deceased employee's Provident Fund at the date of his death, to the nominee, or nominees of such employee in conformity with the form of nomination where such nominee is surviving and of full age.
- (b) Where there is no valid nomination or in the event of the nominee of any one or more of the nominees having predeceased the employee, or in the event of a nominee being a minor at the time that the payment of the terminal benefits become due, the Employer shall make payment only after the person or persons entitled to the payment have established their claim in law and furnished proof thereof.

(7) In the event of any written law providing for payment of gratuity or terminal benefits the more favourable scheme shall apply but not both.

(8) No employee shall be entitled to any gratuity or terminal benefits in addition to the terminal benefits provided for in this Clause or by any written law as the case may be.

23. **Bonus.**– The Employer will make a payment of bonus to each employee covered and bound by this Agreement on the following manner during the period of this Agreement, provided however only employees who have completed 12 months service confirmed in employment at the time of payment of bonus will qualify for payment in terms hereof and an employee who has not completed 12 months in service and confirmed in services at such time will be entitled to receive only a proportionate payment of the bonus having regard to his period of service provided also that bonus will be paid only to employees who are in service on the date of payment. Provided also that the hitherto practice of deductions on the bonus payment on account of unauthorized absence and special no pay leave granted at the discretion of the management will continue.

- (i) A payment of bonus equivalent to one month's salary will be paid on 15th of December, 2013 (based on 1st December, 2013 salaries).
- (ii) A payment of bonus equivalent to one month's salary will be paid on 15th of January, 2014 provided that the company achieves annual volumes and budgeted operating profits declared for the year 2013.
- (iii) A payment of bonus equivalent to one month's salary will be paid on 15th of March, 2014 (based on 1st December, 2013 salaries).
- (iv) A payment of bonus equivalent to one month's salary will be paid on 15th of December, 2014. (based on 1st December, 2014 salaries).
- (v) A payment of bonus equivalent to one month's salary will be paid on 15th of January 2015 provided that the company achieves its budgeted annual volumes and budgeted operating profits declared for the year 2014.
- (vi) A payment of bonus equivalent to one month's salary will be paid on 15th of March 2015. (based on 1st December, 2014 salaries).
- (vii) A payment of bonus equivalent to one month's salary will be paid on 15th of December, 2015 . (based on 1st December, 2015 salaries).
- (viii) A payment of bonus equivalent to one month's salary will be paid on 15th of January, 2016. provided that the company achieves annual volumes and budgeted operating profits declared for the year 2015.
- (ix) A payment of bonus equivalent to one month's salary will be paid on 15th of March, 2016. (based on 1st December, 2015 salaries).

24. **Annual Increments.**– The annual increments provided in each grade of the scales of consolidated wages in the first Schedule hereto shall be automatic unless as a matter of punishment for general inefficiency including irregular attendance or un-punctuality or disciplinary action on account of serious misconduct an increment is *suspended, stopped or deferred*, in which case where an increment is:

- (a) *deferred*, the loss of increments shall be continuous throughout the year;
- (b) *stopped*, the loss of increments shall only be for the period of stoppage during the year;

- (c) **suspended**, the increment is suspended pending a decision to defer or stop an increment, such decision being dependent upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor deferred, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.

Deferment, stoppage or suspension of an increment shall only be effected in cases where the employee has been notified in writing of a complaint against such employee and has been found guilty after due inquiry of inefficiency, fraud or misconduct, which in the circumstances does not merit termination of employment.

Provided that nothing in this Collective Agreement shall prevent the employer from granting additional annual increment based on employee performance.

25. **Warning.**— If in the opinion of the Employer an offence warrants a warning the same shall be conveyed to the employee by a letter, a duplicate of which shall be signed by the employee.

26. **Suspension.**— (1) An employee may be suspended without pay by the Employer:—

- (a) Pending an inquiry to be held by the Employer on a charge or charges of misconduct which warrants dismissal;
- (b) In order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer;
- (c) As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.

(2) At the time of suspension under **sub-clause (1) (a)** or within twenty four (24) hours thereof the Employer shall provide the employee with a written order of suspension specifying the reasons for such suspension and thereafter hold an inquiry into the charge or charges in terms of **Clause 27** hereof.

27. **Disciplinary Action.**— Where the Employer proposes to proceed against an employee then:—

(1) Irrespective of whether an employee has been suspended under **Clause 26** hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less than five (5) clear working days in which to give the answer or explanation to the charges preferred.

(2) Within five (5) clear working days after the date of show cause notice, the employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such employee. Provided however that if in the circumstances it is reasonable the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstance of the case.

(3) If the Employer is satisfied with the written answer or explanation of the employee, the employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlements due for the period of such suspension.

(4) If the Employer is not satisfied with the written answer or explanation of an employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within fourteen (14) working days from the date of receipt by him of the written answer or explanation to the show cause notice.

(5) After holding such inquiry the Employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges, the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.

(6) If the employee is under suspension and the employer after such inquiry makes order that:—

- (a) the employee shall not be dismissed then the employee shall resume employment forthwith and shall subject to the provisions of sub-clause 26 (1) (c) hereof be paid all wages and entitlements due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice;

- (b) The employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension;
- (c) In view of the serious or involved nature of the charges in the show cause notice against the employee the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the Police or other authorities for further investigation or inquiry and that the matter be therefore referred to the Police or other authorities or if in view of the serious or involved nature of the charges preferred against the employee the matter had been previously referred to the Police or other authorities for investigation or inquiry be awaited, then in either of such circumstances the employee may remain suspended without pay.

(7) If in any case where an employee is suspended as provided for herein the employer fails to make an order under *paragraph (a) to (c)* of the preceding sub clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half of his normal remuneration for the period of thirty (30) days from the date of such suspension in excess of thirty (30) days up to the date on which the employer makes an order under paragraphs (a) to (c) of the preceding sub-clause, irrespective of the outcome of the inquiry.

(8) In any case where an employee is suspended as provided herein the employer shall make an order under *paragraph (a) to (c) of sub-clause 6* within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the employer or it is agreed between the Employer and the Union that in the circumstances of the case the period Ninety (90) days be extended for such further time as may be agreed.

(9) The Employer shall not be required to hold an inquiry as referred to in *sub-clauses 4 and 5* hereof where the employer proposes to warn the employee or where the employee admits to the charge or charges. Provided however that if the Union disputes the warning or punishment imposed on the employee by the employer and request the holding of an inquiry the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the expectation that the fact that the inquiry had not commenced within fourteen (14) working days after receipt of the employee's explanation shall not be material or relevant.

28. **Retirement.**- The retirement age of all employees covered by this Agreement shall be 60 years and all employees shall *ipso factor* retire at the age 60 years and there shall be no obligation on the Employer to give the employee any notice of such retirement provided however that if a retirement age is stipulated in the contract of employment of any employee such stipulated age or retirement shall prevail.

29. **Disputes Procedure.**- 1. The procedure to be followed for the settlement of a dispute shall be as set out in *sub-clauses (ii) (iii) and (iv)* hereof.

- (2) Where a dispute is between an employee and the Employer, the employee shall, in the first instance, raise the matter through the branch union with the Employer, and both parties shall endeavour to effect an amicable settlement.
- (3) In the event of dispute not being settled under sub-clause (2) above or, in the case of a dispute between the Union and the Employer, the union or the Employer may raise the matter with the Employer or the Union as the case may be and shall endeavour to effect an amicable settlement.
- (4) In the event of dispute not being resolved or settled under the preceding sub-clause (2) or (3), and if the Union or Employer requests a reference of the dispute under section 3 (1) (d) of Industrial disputes Act for settlement by arbitration, the other party shall consent to such reference. Parties may, by mutual agreement also, decide to refer the dispute to a Mediator or body of Mediators for possible settlement through Mediation prior to a reference to arbitration.

30. **How Anomalies in the Course of Implementing this Agreement, shall be dealt with.**- Any anomaly arising from the implementation of this Agreement shall be settled by negotiation between representatives of the Employer and the union of which the Employee is a member and if the matter cannot be settled by negotiation the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

31. **Trade Union Action.**- The Union and its members covered and bound by this Agreement 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 Employer on the one hand and/or the Union and /or its members and/or any employee or Employees covered and bound by this Agreement on the other hand, whether or not such dispute is relative to this Agreement, provided, however, that this clause shall not apply in respect of any dispute arising out of any breach by the Employer of the provisions of *Clause 27, 29 and 33* hereof.

32. **Variations of Terms and Conditions of Employment or Benefits.**- 1. The Union and its members, and the employees covered and bound by this Agreement jointly and severally agree with the Employer that, during the continuance in force of this Agreement, they will not seek to vary or 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, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement, other than by mutual agreement.

2. Subject to the terms of this Collective Agreement, the Employer agrees that it will not seek to vary 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, all or any of the benefits presently enjoyed by the employees covered and bound by this Agreement, other than by mutual agreement.

3. Any dispute or difference arising from negotiations under provisions of **sub-clause (1) or (2)** hereof may be resolved by voluntary arbitration, but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

33. **Unfair Labour Practice.**- 1. Any person bound by this agreement shall not instigate, support or engage in any unfair labour practice.

2. The Employer will not take any action which is calculated to undermine the existence of the Union in the establishment of the Company.

34. **Retrenchment.**- Without prejudice to the right of the Employer to introduce voluntary separation schemes subject to requirements of the company. The employer will not, during the pendency of this Agreement, retrench employees unless with the consent of the union. Any variation of the manning levels in any operation in the Employer's factory will be made in consultation with the union and by mutual agreement.

PART II

CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Breaches of collective Agreement.**-If in the opinion of the Employer the Union shall commit a breach of any of the terms of this Collective Agreement, then and in any such event the Union committing such breach shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding clauses of this part and same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions, upon such terms and conditions as the Employer may decide.

2. **Domestic Inquiries.**-If an employee who is furnished with a show cause notice in terms of *clause 25* is a member of the Union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice.

- (a) The Employer will, subject as hereinafter provided, allow another member of such Union (hereinafter referred to as an "Observer") to be present as an Observer without loss of salary for absence from work.
- (b) If the employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to require and an Observer who obstructs such inquiry in any manner whatsoever to withdraw therefrom and an Observer shall forthwith comply with such requirement.
- (e) The absence of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the findings pursuant thereto.

3. **Union Meetings.**-(1) The following provisions shall apply to meetings of the Branch Union.

- (a) In respect of each meeting which the Branch Union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.

- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the undernoted conditions.
- (i) That no person other than an employee in the service of the Employer shall be present at a meeting of the Branch Union.
- (ii) On occasions such as the Annual General Meeting of the Branch, office bearers of the Union may, with the previous approval of the Employer, attend.
- (iii) Fix a time limit within which a meeting of the Union shall be concluded or adjourned.
- (c) It shall be the duty of the Branch Union and its office bearers to ensure that the terms on which permission to hold a meeting of the Branch Union is granted, are duly complied with.
- (d) It shall be the duty of the Branch Union and its office bearers to ensure that no damage is caused in the cause of, or in connection with, a meeting of the Branch Union to the Employer's property or any other persons at the Employer's premises and the Branch Union shall indemnify the Employer and keep the Employer indemnified against any such damage.

(2) The following provisions shall apply to meetings of the General Council of the Union-

- (a) Without prejudice to the right of the Employer to refuse to grant permission if in his discretion the exigencies of the circumstances warrant 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 office not earlier than 3 O'clock in the afternoon 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.
- (b) For the purpose of paragraph (a) above the Union shall forth with furnish each Employer in whose service there are members of the General Council of the Union with a list of such members and keep such Employer informed of all changes therein which may be made from time to time.

(3) The provisions of the preceding *sub-clauses (1) and (2)* shall not be in derogation of any existing concessions or facilities granted by the Employer to a Branch Union regarding union meetings.

4. Duty Leave.-(1) The following provisions shall apply to duty leave. Without prejudice to the right of the Employer to refuse to grant permission if, in their discretion, the exigencies of the circumstances warrant refusal, the Employer will generally grant permission for not less than two office bearers of the Union:-

- (a) To be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between such Union and the Employer, *or*
- (b) To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals without loss of wages for such absence.

(2) The Employer will, in his discretion, grant leave without remuneration to an employee to attend a Trade Union Course or Seminar or Conference either in Sri Lanka or abroad unless the employee concerned is entitled to annual, customary or statutory holidays which he wishes to utilize for the purpose.

5. Check Off.-(1) The Employer shall, on the written request of an employee, deduct from the salary due to such employee the current monthly Union dues as are specified by the employee to be payable monthly by the employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.

(2) Every employee who agrees to the deduction of Union dues from his salary shall sign a statement to that effect in the form set out in Form No. 1 hereinafter referred to as an 'Authorization'.

(3) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statement to that effect in the form set out in Form No. 2 hereinafter referred to as a 'Revocation'.

(4) As far as practicable deductions under an authorization shall commence from the salary due immediately after the date of receipt of such authorization and shall continue thereafter until the authorization is cancelled by a revocation.

(5) As far as practicable deduction under an authorization shall cease from the date of receipt of a revocation canceling such authorization. Provided however -

- (a) the Employer shall not be liable in any manner whatsoever to the Union or the employee concerned for failure to comply with Sub-clause (5) or (6);

(b) that, at his discretion, the Employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the employee's salary in that month exceed the deductions permitted by law.

(6) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the salaries of the employees in the month immediately preceding, to the Treasurer of the Union in accordance with the tenor of each authorization by a cheque payable to the Treasurer thereof and crossed 'Account Payee'.

(7) The cheque shall be sent at the risk of the Union and the employees by post in a pre-paid envelope addressed to the Treasurer of the Union concerned at its address for the time being.

(8) The Treasurer of the Union concerned shall promptly acknowledge receipt of the cheque.

(9) The Employer shall not be liable to pay the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

Form No. 1

Name of Employer:-

AUTHORIZATION

As I am an employee covered and bound by this Collective Agreement affecting employees employed in the Trade bearing No. and I desire to avail myself of the facility for check off contained in the Collective Agreement of which I am eligible as a member of the Union, please deduct from my wages each month a sum of Rupees (Rs.) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should please be made from my wages next due immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

Full Name of Employee:

RECEIVED ON (To be filled in by the Employer):

Form No. 2

Name of Employer:-

REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of Union with effect from the wages next due to me immediately following the date hereof.

.....
(Date of Signing)

.....
(Signature of Employee)

Full Name of Employee:

RECEIVED ON (To be filled by Employer):

PART III

CONTAINING DEFINITIONS OF CERTAIN WORDS

Parts I and II of this Agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them.

WORDS	MEANING
Industrial Disputes Act	The Industrial Disputes Act, No. 43. of 1950
The Act	The Shop and Office Employees (Regulation of Employment and Remuneration) Act, No. 19 of 1954.
The Federation	The Employers' Federation of Ceylon.
The Union	Food Beverages & Tobacco Industries Employees Union. (FBTIEU)
Branch Union	The Branch Union of the Food Beverages & Tobacco Industries Employees Union. (FBTIEU) in the establishment of an Employer.
Employer (for convenience sometimes referred to as 'he' or its grammatical variations)	The Employer bound by this Agreement.
Employee (for convenience sometimes referred to as 'he' or its grammatical variations)	The Employee covered and bound by this Agreement.
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Weekly full holiday in respect of any week.	Shall have the meaning as "weekly holiday" under the Shop and Office Employees Act.
Two such weekly holidays	Two full holidays or four half holidays or any combination of full or half holidays which does not exceed two full holidays.
Salary	The monthly salary according to the scales of consolidated salaries in the First Schedule hereto.
Normal Incremental date	The date on which the employee would normally receive an increment.
Dispute	A dispute or difference between the Employer and employee or between a Branch Union and the Employer or between the Union and the Federation on any matter covered by this Agreement or affecting the employees covered by this Agreement in relation to their employment under the Employers covered by this Agreement.
Check Off	The act of the Employer deducting, at the request of the Union, subscriptions payable to the Union by an employee from the latter's pay with his concurrence.

NOTE: Words importing the singular number shall include the plural and *vice versa*. Words importing the masculine gender shall include the feminine.

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COCA-COLA BE


.....
Mr. Kapila Weerasinghe
Country Manager
For & on behalf of
Coca-Cola Beverages Sri La

Witnesses to the above sign

1. 
Name : Mr. Prasad D
Designation: Assistant Dir
Employers' F

2. 
Name : Mr. Nilanthi J
Designation : Country HR I