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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. CI/1785.

Collective Agreement No. 36 of 2015

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

AGREEMENT

THE Collective Agreement entered into between Ace Freight Management (Pvt) Ltd., 315, Vauxhall Street, Colombo 2 of the one part and Ceylon Mercantile Industrial and General Workers' Union (CMU), No. 3, 22nd Lane, Colombo 3 of the other part on 1st day of December 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M.D.C. AMARATHUNGA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat, Colombo 05,
02nd March, 2017.

Agreement entered into between Ace Freight Management (Pvt) Ltd, a Company duly registered and having its registered office at 315, Vauxhall Street, Colombo 2 and hereinafter referred to as “the Employer” and the Ceylon Mercantile, Industrial and General Workers’ Union (CMU), a Trade Union duly registered and having its registered office at 3, 22nd Lane, Colombo 3, and hereinafter referred to as “the Union” on this 1st day of December Two Thousand and Fifteen.

Whereas the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement.



1. Parties Covered and Bound

The terms of this settlement shall cover and bind the Employer, the Union and members of the Union employed on monthly contracts by the Employer in the Engineering or Motor Transport Trade.

2. Effective Date/Duration

This Agreement shall take effect from 1st July 2015 and shall continue in force, unless terminated by either party with one month's written notice to the other provided however that neither party shall give such notice prior to 31st May 2017 nor the Agreement shall stand terminated until 30th June 2017.

3. Salaries

It is hereby agreed that the salaries of the employees covered by this Agreement will be revised in the following manner ;

First Year (from 01.07.2015 to 30.06.2016) 7% salary increase based on the salary of March 2015.

Second Year (from 01.07.2016 to 30.06.2017) 5% salary increase based on the salary of March 2015.

4. Annual Incremental Rates

It has been agreed by the Employer to implement the revised annual incremental scheme for the respective categories covered and bound as follows :

Unskilled Rs. 125/- Semi-skilled Rs. 150/-
Skilled Rs. 175/- Charge Hand Rs. 200/-

The above rates are the minimum payable and the employer reserves the right to grant additional increments to the respective categories based on their performance.

5. Notional Arrears

By way of Notional Arrears the employer will grant each employees a sum equal to 7% of salary as at March 2015 multiplied by three (3). The payment of Notional Arrears will not constitute a part of an employee's salary for any purposes such as Provident Fund, Trust Fund contributions, Overtime or such like.

6. Trade Union Action

The Employer Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance in force of this Agreement attempt to seek to vary in any manner any of the terms and conditions agreed upon herein and the union and its members 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.

7. Working Week

It is agreed by employees covered and bound that henceforth their work week shall consist of 5 1/2 days (5 days from Monday to Friday and 1/2 day on Saturday). As such, it is agreed that they shall be entitled to overtime payments in case they are called upon to work beyond normal working hours on Saturdays.

8. Bonus

The employees covered and bound by this Agreement shall be eligible to receive the equivalent of 4 months' salary as annual bonus.

9. Monthly Allowances

It is hereby agreed that the employees covered and bound shall henceforth not receive the following allowances.

- * Fork Lift Operators allowance
- * Fork Lift Maintenance allowance
- * Special allowance for containers repair division staff
- * Season/Ticket allowance

10. Reimbursement of Medical Expenses

It has been agreed by the management that with effect from 1st July 2015 employees covered and bound shall be eligible to reimburse medical expenses in lieu of OPD treatment up to Rs. 12,000/- per annum.

In witness whereof parties have set thier hands hereunto on this 1st day of December Two Thousand and Fifteen, at Colombo.

For and on behalf of
Ace Freight Management (Pvt) Ltd.

Name : N. P. Wakwella,
Designation : Managing Director.

For and on behalf of
**Ceylon Mercantile, Industrial and General
Workers' Union (CMU).**

Name : Sylvester Jayakody,
Designation : General Secretary.

Witnesses

1. Name : A. M. M. Amir,
Designation : Vice President.

2. Name : Sarath Lugoda,
Designation : Chief Administrative Officer.

1. Name : S. Jayarathnam,
Designation : Branch President.

2. Name : W. G. Rathnapala,
Designation : Branch Secretary.

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