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අංක 1913/18 – 2015 මැයි 07 වැනි බ්‍රහස්පතින්දා – 2015.05.07

No. 1913/18 – THURSDAY, MAY 07, 2015

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PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI/ 1817.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Neoprex (Pvt) Ltd. No. 400, Deans Road, Colombo 10 of the one part and The Inter Company, Employees' Union, 115D, Kalapaluwawa Road, Koswatta, Talangama of the other part on the 05 th day of November, 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

HERATH YAPA,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
22nd April, 2015.

Collective Agreement No. 40 of 2014

COLLECTIVE AGREEMENT

THIS AGREEMENT is entered into between NEOPREX (PVT) LTD., a duly incorporated Company bearing Registration No. PB 497 PV having its registered office at No. 400, Deans Road, Colombo 10, Sri Lanka (hereinafter referred to as the “EMPLOYER”) and the INTER COMPANY EMPLOYEES’ UNION, a duly registered Trade Union having its registered office at 115D, Kalapaluwawa Road, Koswatta, Talangama (hereinafter referred to as the “UNION”)



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 the parties 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 employed on permanent monthly contracts by the Employer in the Manual/ Operative grades.

2. **Duration.** - This Agreement shall take effect from the 1st day of July Two Thousand and Fourteen and shall, unless otherwise terminated by either party giving two months written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to the Thirtieth day of April Two Thousand and Seventeen and the Agreement shall not stand terminated prior to the thirtieth day of June Two Thousand and Seventeen. Further, it is agreed by and between parties that neither shall attempt to vary or alter the terms of this agreement during the pendency of same other than by mutual agreement.

3. **Salaries.** - The salary scales applicable to Employees covered and bound by this Agreement and hereinafter referred to as Employees, with effect from First day of September Two Thousand and Fourteen shall be as set out in Schedule I hereto.

- 3.1 To Ascertain the monthly salary payable to an Employee with effect from First day of September Two Thousand and Fourteen a sum of Rs. 2,150/- will be added to the salary paid to such employees as at the Thirty First day of August Two Thousand and Fourteen.
- 3.2 With effect from the First day of July Two Thousand and Fifteen, the monthly salaries of employees will be revised and a sum of Rs. 2,000/- will be added to the salary paid to such employees as at the Thirtieth day of June Two Thousand and Fifteen.
- 3.3 With effect from the First day of July Two Thousand and Sixteen the monthly salaries of employees will be revised and a sum of Rs. 1,850/- will be added to the salary paid to such employees as at the Thirtieth day of June Two Thousand and Sixteen.

4. **Ex-Gratia Payment.** - As a matter of goodwill it is agreed that an employee who was confirmed in employment as at the first day of June Two Thousand and Fourteen and who is currently in employment will receive as an Ex-gratia payment a sum of Rs. 6,450/-. This payment shall not constitute a part of the "Earnings" of an employee for any consequential payments such as Overtime, Provident Fund, Trust Fund, Gratuity, etc thereon.

5. **Productivity Improvement and Elimination of Waste.** - The Employees and the Union commit their fullest co-operation to the Employer to enhance productivity levels in the factory and minimize waste in all forms in the mutual interest of preserving the future of Neoprex (Pvt) Ltd through the programmes conducted under the Dipped Products Productivity Improvement Schemes. In the event the business exigencies require, Employees agree to consider alternate work arrangements. The management Agrees to keep the Branch Union advised of any alternate work arrangements.

6. **Variation of Terms and Conditions.** - The Employer and the Union agree that during the pendency of this Agreement, they will not 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.

7. **Trade Union Action.** - The Union and the employees agree that they shall not during the pendency of this Agreement make any demands for wage increases or related allowances/payments, over and above those stated in this agreement. The Union and the employees further agree that they shall not resort to any form of trade union action relating to any matter covered by this Agreement.

8. **Dispute Settlement Procedure.** - In the event of any industrial dispute that may arise on a matter not covered by this Agreement, parties shall endeavour to have it settled by following the dispute resolution procedure set out below:

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Unions' branch committee to the employer, and at least two weeks given for the employer, to resolve the dispute;
- (b) 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.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the parent union, conciliatory proceedings under the industrial Disputes Act should be followed;
- (d) 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 to the EFC regarding such Trade Union action.

9. **Budgetary Relief Allowance.** - The parties hereby agree that in terms of Section 3 (4) (a) of the Budgetary Relief Allowance of Workers Act No. 36 of 2005, the employees covered and bound by this Agreement will not be entitled to receive the Budgetary Relief Allowance under this law. Accordingly, the Rs. 1000/- allowance which they have hitherto received will be consolidated into their salaries.

New employees recruited after the date hereof will not be entitled to receive the Budgetary Relief Allowance in terms of the Budgetary Relief Allowance of Workers Act, No. 36 of 2005.

In witness hereof pa
Two Thousand and

for and on behalf of
NEOPREX (PVT) LT

Name: R. K.

Designation: D.

WITNESSES:

1.

Name: A. M.

Designation: Head

2.

Name : P. L.

Designation : Pa

WAGE SCALES APP
WT

Stage	GR 1	
1	10,502.00	299 x 25.00
2	10,527.00	
3	10,552.00	
4	10,577.00	
5	10,602.00	
6	10,627.00	
7	10,652.00	
8	10,677.00	
9	10,702.00	
10	10,727.00	
11	10,752.00	
12	10,777.00	
13	10,802.00	
14	10,827.00	
15	10,852.00	
16	10,877.00	
17	10,902.00	
18	10,927.00	
19	10,952.00	
20	10,977.00	
21	11,002.00	
22	11,027.00	
23	11,052.00	
24	11,077.00	
25	11,102.00	
26	11,127.00	
27	11,152.00	
28	11,177.00	
29	11,202.00	
30	11,227.00	
31	11,252.00	
32	11,277.00	
33	11,302.00	
34	11,327.00	
35	11,352.00	
36	11,377.00	
37	11,402.00	
38	11,427.00	
39	11,452.00	
40	11,477.00	
41	11,502.00	
42	11,527.00	
43	11,552.00	
44	11,577.00	
45	11,602.00	
46	11,627.00	
47	11,652.00	
48	11,677.00	
49	11,702.00	
50	11,727.00	

WAGE SCALES APPLICABLE
WITH EFFECT FROM 01.01.2015

Stage	GR 1
51	11,752.00
52	11,777.00
53	11,802.00
54	11,827.00
55	11,852.00
56	11,877.00
57	11,902.00
58	11,927.00
59	11,952.00
60	11,977.00
61	12,002.00
62	12,027.00
63	12,052.00
64	12,077.00
65	12,102.00
66	12,127.00
67	12,152.00
68	12,177.00
69	12,202.00
70	12,227.00
71	12,252.00
72	12,277.00
73	12,302.00
74	12,327.00
75	12,352.00
76	12,377.00
77	12,402.00
78	12,427.00
79	12,452.00
80	12,477.00
81	12,502.00
82	12,527.00
83	12,552.00
84	12,577.00
85	12,602.00
86	12,627.00
87	12,652.00
88	12,677.00
89	12,702.00
90	12,727.00
91	12,752.00
92	12,777.00
93	12,802.00
94	12,827.00
95	12,852.00
96	12,877.00
97	12,902.00
98	12,927.00
99	12,952.00
100	12,977.00

WAGE SCALES APPLICABLE TO THE
WELFARE

Stage	GR 1
101	13,002.00
102	13,027.00
103	13,052.00
104	13,077.00
105	13,102.00
106	13,127.00
107	13,152.00
108	13,177.00
109	13,202.00
110	13,227.00
111	13,252.00
112	13,277.00
113	13,302.00
114	13,327.00
115	13,352.00
116	13,377.00
117	13,402.00
118	13,427.00
119	13,452.00
120	13,477.00
121	13,502.00
122	13,527.00
123	13,552.00
124	13,577.00
125	13,602.00
126	13,627.00
127	13,652.00
128	13,677.00
129	13,702.00
130	13,727.00
131	13,752.00
132	13,777.00
133	13,802.00
134	13,827.00
135	13,852.00
136	13,877.00
137	13,902.00
138	13,927.00
139	13,952.00
140	13,977.00
141	14,002.00
142	14,027.00
143	14,052.00
144	14,077.00
145	14,102.00
146	14,127.00
147	14,152.00
148	14,177.00
149	14,202.00
150	14,227.00

WAGE SCALES

Stage	GR 1
151	14,252.00
152	14,277.00
153	14,302.00
154	14,327.00
155	14,352.00
156	14,377.00
157	14,402.00
158	14,427.00
159	14,452.00
160	14,477.00
161	14,502.00
162	14,527.00
163	14,552.00
164	14,577.00
165	14,602.00
166	14,627.00
167	14,652.00
168	14,677.00
169	14,702.00
170	14,727.00
171	14,752.00
172	14,777.00
173	14,802.00
174	14,827.00
175	14,852.00
176	14,877.00
177	14,902.00
178	14,927.00
179	14,952.00
180	14,977.00
181	15,002.00
182	15,027.00
183	15,052.00
184	15,077.00
185	15,102.00
186	15,127.00
187	15,152.00
188	15,177.00
189	15,202.00
190	15,227.00
191	15,252.00
192	15,277.00
193	15,302.00
194	15,327.00
195	15,352.00
196	15,377.00
197	15,402.00
198	15,427.00
199	15,452.00
200	15,477.00

WAGE SCALES APPLICABLE
WITH EFFECT FROM 01.01.2015

Stage	GR 1
201	15,502.00
202	15,527.00
203	15,552.00
204	15,577.00
205	15,602.00
206	15,627.00
207	15,652.00
208	15,677.00
209	15,702.00
210	15,727.00
211	15,752.00
212	15,777.00
213	15,802.00
214	15,827.00
215	15,852.00
216	15,877.00
217	15,902.00
218	15,927.00
219	15,952.00
220	15,977.00
221	16,002.00
222	16,027.00
223	16,052.00
224	16,077.00
225	16,102.00
226	16,127.00
227	16,152.00
228	16,177.00
229	16,202.00
230	16,227.00
231	16,252.00
232	16,277.00
233	16,302.00
234	16,327.00
235	16,352.00
236	16,377.00
237	16,402.00
238	16,427.00
239	16,452.00
240	16,477.00
241	16,502.00
242	16,527.00
243	16,552.00
244	16,577.00
245	16,602.00
246	16,627.00
247	16,652.00
248	16,677.00
249	16,702.00
250	16,727.00

WAGE SCALES APPL
WITH

Stage	GR 1
251	16,752.00
252	16,777.00
253	16,802.00
254	16,827.00
255	16,852.00
256	16,877.00
257	16,902.00
258	16,927.00
259	16,952.00
260	16,977.00
261	17,002.00
262	17,027.00
263	17,052.00
264	17,077.00
265	17,102.00
266	17,127.00
267	17,152.00
268	17,177.00
269	17,202.00
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297	17,902.00
298	17,927.00
299	17,952.00
300	17,977.00