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අති විශේෂ EXTRAORDINARY

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No. 1784/20 – THURSDAY, NOVEMBER 15, 2012

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Biscuits Limited, P.O. box 3, Makumbura, Pannipitiya of the one part and the Inter Company Employees' Union, No. 100/9, Kandy Road, Dalugama, Kelaniya of the other part on 04th day of April, 2011 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,
31st October, 2012.

Collective Agreement No. 19 of 2011

THIS COLLECTIVE AGREEMENT made this 04th day of April 2011 and take effect from the 1st day of January, 2011 and pursuant to the Industrial Disputes Act between Ceylon Biscuits Limited, a Company duly registered under the Companies' Ordinance, and having its registered office at P.O. box 3, Makumbura, Pannipitiya (hereinafter referred to as the "Employer") of the one part and the Inter Company Employees' Union, a Trade Union duly registered under the Trade Unions' Ordinance and having its registered office at No. 100/9, Kandy Road, Dalugama, Kelaniya (hereinafter referred to as the "the Union") of the other part

It is hereby agreed between the parties as follows:

1. **Title.**—This Agreement shall be known and referred to as the Ceylon Biscuits Limited Factory Employees', Collective Agreement.

2. **Parties Covered and Bound.**— This Agreement shall cover and bind the Employer and the Union and the employees presently employed by the Employer in its factory on permanent monthly contracts in the grades of employment for which salary scales have been set out in the First Schedule hereof and are members of the Union.

3. **Duration of the Agreement.**— This Agreement shall be effective from the 01st day of January, Two Thousand Eleven and may be terminated by either party with one month's written notice to the other, provided however that neither party shall give such notice prior to the Thirtieth day of November, Two Thousand Thirteen. Any notice of termination of this Agreement given by either party, prior to the Thirtieth day of November, Two Thousand Thirteen, shall not be regarded as valid notice and shall be of no avail.

4. **Salaries.**—With effect from First January, Two Thousand Eleven the Employer will pay salaries to employees covered and bound by this Agreement, in accordance with the salary scales set out in the First Schedule hereof.

5. **Conversion to new Salary scales.**—

(i) SALARY REVISION WITH EFFECT FROM 1ST JANUARY 2011.

To ascertain the monthly salary payable to an employee, with effect from First January, Two Thousand Eleven a sum of Rupees Thousand Seven Hundred (Rs. 1700-) will be added to the salary that was paid to such employee in the month of December Two Thousand Ten, and such employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the First Schedule hereof.

(ii) SALARY REVISION WITH EFFECT FROM 1ST JANUARY 2012.

With effect from First January, Two Thousand Twelve, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Thousand Six Hundred (Rs. 1600-) to the salary received by such employee in the month of December, Two Thousand Eleven, Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the First Schedule hereof.

(iii) SALARY REVISION WITH EFFECT FROM 1ST JANUARY 2013.

With effect from First January, Two Thousand Thirteen, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Thousand Six Hundred (Rs. 1600-) to the salary received by such employee in the month of December, Two Thousand Twelve, Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scales set out in the First Schedule hereof.

6. **Bonus:**

(i) By way of bonus, the Employer shall pay all employees, who have completed on or more years' of service, a sum equal to one month's salary per employee in December each year.

(ii) In the month of April each year, the Employer will pay to each employee, who has served during the entire previous calendar year, a bonus related to attendance, in the manner calculated hereunder.

(a) One month's salary to those employees who doesn't have a single day of unauthorized absence during the previous calendar year.

(b) 50% of one month's salary to those employees who have been absent in excess one day up to five days during the previous calendar year.

(c) 45% of one month's salary to those employees who have been absent in excess five days up to ten days during the previous calendar year.

(d) 40% of one month's salary to those employees who have been absent in excess ten days up to fifteen days during the previous calendar year.

(e) Employees who have been absent in excess Fifteen days during the previous calendar year shall not be entitled to any payment of bonus under ii above.

“Absence” for the purpose of calculating this bonus payment shall be all days of employee is absent from work without authority

“Salary” for the purpose of calculating this bonus will be the salary which is applicable to each employee at the time bonus is paid.

(iii) Provided the business operations of the employer have been profitable in the 12 months preceding to warrant the declaration of a bonus, the employer will in the month of March each year, declare a bonus. In the event of no bonus being declared by the employer in the month of March as provided herein, the Union reserves to itself the right to raise an industrial dispute and have such dispute resolved under the provisions of clause 11 of this Agreement. The Union and the Employees undertake that they shall not resort to any form of trade union action in respect of a dispute arising with regard to this bonus payment.

7. Attendance incentive - April:

In addition to the April bonus an attendance incentive of 50% of the basic salary will be given to the employees who doesn't have a single day of unauthorized Absence during the previous calendar year.

"Absence" for the purpose of calculating this attendance incentive payment shall be all days an employee is absent from work without authority

"Salary" for the purpose of calculating this attendance incentive will be the salary which is applicable to each employee at the time the incentive is paid.

8. Leave:

Casual Leave - Employees shall be entitled to 7 days casual leave during any calendar year. In the first year of employment, the casual leave entitlement shall be on the basis of one day for every two months worked. Casual Leave shall not be taken in excess of two consecutive days at a time and shall not precede or succeed any period of annual or sick leave. All casual leave should be applied in advance, provided however that in the event of any unforeseen circumstances, which prevents an employee from making an application in advance, he/she shall inform the employer of the reasons for the absence within a period of 24 hours.

Sick Leave - Employees shall be entitled to 7 days Sick leave during any calendar year. In the first year of employment, the Sick leave entitlement shall be on the basis of one day for every two months worked. Wherever possible an employee shall make an application for sick leave in advance and where such application cannot be made in advance, he shall inform the Employer of the reasons for his absence within 24 hours. Any period of sick leave in excess of two days shall have to be supported by a Medical Certificate acceptable to the Employer.

Annual Leave - The employees will be entitled to Annual Leave in terms of the decisions of the Wages Board of the Biscuit and Confectionery Manufacturing Trade.

9. Disputes Settlement Procedure.— It is agreed by and between parties that any industrial dispute that may occur between the Employer and the Union and/or the employees, during the period of this Agreement shall be dealt with in the manner set out hereunder:-

- (i) The Branch Union or the employees concerned shall, at the outset, raise any dispute with the Employer and both parties shall endeavour to reach a satisfactory settlement of the dispute through negotiations.
- (ii) In the event of their being no settlement, after consultation between parties as aforesaid, the Branch Union shall raise the matter with the Union and the Union shall raise it with the Employers' Federation of Ceylon of which the Employer is a member and the Union and the Federation shall strive to reach a satisfactory settlement in consultation with all parties concerned.
- (iii) In the event of there being no satisfactory settlement, consequent to the attempt made by the Union and the Employers' Federation of Ceylon, either party may seek the intervention of the Commissioner-General of Labour to settle the dispute in accordance with the provisions of the Industrial Disputes Act.

10. Trade Union Action.— It is agreed that the Union or the employees shall not resort to any form of Trade Union action in respect of any industrial dispute during the period of this Agreement and shall Endeavour to settle any industrial dispute that may arise during the period of this Agreement, in accordance with the Disputes Procedure laid down herein.

11. Variation of Terms and Conditions.— It is agreed by and between parties that neither party will, during the period of this Agreement, attempt in any manner to change, vary, alter, add or amend in any form, any of the terms and conditions set out in this Agreement and/or any other terms and conditions which are currently applicable to the employees covered and bound by this Agreement, other than by way of mutual consent.

12. Reciprocal Obligations of the Employees.— In pursuance of the concessions granted by the Employer to the Union and the employees, the Union and the employees shall reciprocate in such manner as will benefit both employees and the Company. For this purpose, the employees shall –

- (a) Customer Service – contribute at all times to excellence to customer service.
- (b) Productivity – Co-operate in the implementation of training and all performance improvement measures adopted from time to time aimed at enhancing the productivity of the Human, Technological and Financial Resources procured and applied by the Company.
- (c) Quality – Actively and consistently contribute to achieve and maintain those standards of quality prescribed by National and International Institutions and which may be prescribed from time to time as applicable to product and processes engaged in by the Company and as may be laid down by the Management.

- (d) Security - Contribute actively to maintain the security of all personnel and property belonging to the Company.
- (e) Safety - Consistently maintain prescribed safety standards in regard to persons, equipment, process, material, work group, work environment and follow all instruction, which may be given from time to time, aimed at securing the safety of the above.
- (f) Personal Hygiene - Meet and consistently maintain all standards and practices, set out for the personal hygiene of employees as required by the Management.
- (g) House-keeping - Meet and extend full co-operation in maintaining standards set out for good house-keeping.
- (h) Service Image - Consistently maintain integrity in service and not expect or accept gratification in any form or manner from customers, distributors, suppliers or their Agents or representatives for any services rendered in the performance of employees' duties.
- (i) Company Image - Actively and wherever possible, promote the good image of the Company and refrain from acting in any manner within or outside the work environment that would adversely affect the image, goodwill or reputation of the Company and its employees.
- (j) Minimizing of Waste - Active and consistently contribute to all prescribed activities by the management and the Company to eliminate waste of
 - (a) Wrapping
 - (b) Biscuit grinding
 - (c) Sweeping
 - (d) Other waste

In witness hereof parties have set their hands on this 4th day of April, Two Thousand Eleven.

For & on behalf of
Ceylon Biscuits Ltd.

Name: G.M Prasanna D
Managing Direct

Signature:

Witness:

Name:

GM HR

Signature:



