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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2067/13 – 2018 අප්‍රේල් මස 19 වැනි බ්‍රහස්පතින්දා – 2018.04.19

No. 2067/13 – THURSDAY, APRIL 19, 2018

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1335.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceylon Biscuits Limited, Makumbura, Pannipitiya of the *one part* and the Inter Company Employees Union, 259/9, Sethsiri Mawatha, Koswatta” Thalangama of the *other part* on 9 th May, 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
04th April, 2018.

Collective Agreement No. 22 of 2017

COLLECTIVE AGREEMENT

This Collective Agreement made on this Ninth (9th) day of May Two Thousand Seventeen, to take effect from 1st day of January Two Thousand Seventeen, between ‘Ceylon Biscuits Limited, a Company duly registered under the companies’ Ordinance, and having its registered office at 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 259/9, Sethsiri Mawatha, Koswatta, Thalangama (hereinafter referred to as “ the Union”) of the *Other part*.

It is hereby agreed by and between the aforesaid 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 Collective Agreement shall be effective from the First day of January Two Thousand Seventeen, and may be terminated by either party with one months' written notice to the other, provided however that neither party shall give such notice prior to the Thirtieth day of November, Two thousand Nineteen. Any notice of termination of this Agreement given by either party prior to the thirtieth day November, Two Thousand Nineteen, shall not be regarded as valid notice and shall be of no avail.

4. **Salaries.**— With effect from First January Two Thousand Seventeen, 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**

1. **Salary Revision with Effect From 1st January 2017** .- To ascertain the monthly salary payable to an employee, with effect from First January Two Thousand Seventeen, a sum of Rupees Three Thousand Three Hundred (Rs. 3,300/-) will be added to the salary that was paid to such employee in the month of December Two Thousand Sixteen, 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 2018.**— With effect from First January Two Thousand Eighteen, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Three Thousand (Rs. 3,000/=) to the salary received by such employee in the month of December Two Thousand Seventeen. 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 2019.**— With effect from First January Two Thousand Nineteen, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Three Thousand (Rs. 3,000/=) to the salary received by such employee in the month of December Two Thousand Eighteen. 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 one 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 half day or 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 of half 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 of 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 an 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 the 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 employees who do not 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 for 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 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 for the Biscuit and Confectionary 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 there 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.
- iv. If after conciliation has failed in the Department of Labour, 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 Employers' Federation of Ceylon regarding such Trade Union Action.

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 pertaining to this Agreement 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 the between parties that neither party will, during the period of this Agreement, attempt in any manner to change, vary, alter, add to 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 concession 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 in 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.

If the company requires work to be performed on a statutory holiday or a Poya day, and Upon sufficient prior notice being given to workers in that regard, a worker may volunteer to work on such statutory or Poya holiday subject to statutory obligations imposed on the Company in respect of work performed on that day.

The Union agrees that they will not object to such work arrangement if done with the consent of workers.

- 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 instructions, which may be given from time to time, aimed at securing the safety of the above.
- f. To ensure that all Company issued clothing and devices /tools will be kept in good condition and to immediately report all equipment defects to Supervisors.
- g. *Personal Hygiene* - Meet and consistently maintain all standards and practices, Set out for the personal hygiene of employees as required by the management.
- h. *House - Keeping.*— Meet and extend full co-operation in maintaining standards set out for good house - keeping.
- i. Accept recognized work study findings and to optimize skills and manning levels accordingly.
- J. *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.
- k. *Job Rotation.*— Job enlargement and rotation to be implemented.
- l. *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.
- m. *Minimizing of waste.*— Actively 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

13. **Reciprocal Obligations of the Employer**

- a. The company shall, for the duration of this Collective Agreement, absorb a minimum of 30 employees annually to the permanent cadre from the “3 year contract pool” based on their satisfactory attendance, seniority and good conduct.

The “3 year conduct pool” herein refers to employees in the three (3) year fixed term contract pool of the company.

This shall become effective from the date of signing of this Collective Agreement.

- b. The Company shall, for the duration of this Collective Agreement, provide an opportunity for a minimum of 20 manpower employees per annum to be absorbed to the "3 years contract pool" as new employees subject to the Company's recruitment process.

In witness hereof parties h
Thousand Seventeen.

For & on behalf of
Ceylon Biscuits Ltd.

Name: Nalin B. Karunaratne

Designation: Chief Executive

Signature: _____

CHIEF EXECUTIVE OFFICER
CEYLON BISCUITS LIMITED

Witness:

Name: _____

Signature: _____

	2017		
	3300		
	Grade I	Grade II	Grade III
	400/-	550/-	700/-
INIT	13800	15650	16300
1	13850	15700	16350
2	13900	15750	16400
3	13950	15800	16450
4	14000	15850	16500
5	14050	15900	16550
6	14100	15950	16600
7	14150	16000	16650
8	14200	16050	16700
9	14250	16100	16750
10	14300	16150	16800
11	14350	16200	16850
12	14400	16250	16900
13	14450	16300	16950
14	14500	16350	17000
15	14550	16400	17050
16	14600	16450	17100
17	14650	16500	17150
18	14700	16550	17200
19	14750	16600	17250
20	14800	16650	17300
21	14850	16700	17350
22	14900	16750	17400
23	14950	16800	17450
24	15000	16850	17500
25	15050	16900	17550
26	15100	16950	17600
27	15150	17000	17650
28	15200	17050	17700
29	15250	17100	17750
30	15300	17150	17800
31	15350	17200	17850
32	15400	17250	17900
33	15450	17300	17950
34	15500	17350	18000
35	15550	17400	18050
36	15600	17450	18100
37	15650	17500	18150
38	15700	17550	18200
39	15750	17600	18250
40	15800	17650	18300
41	15850	17700	18350

42	15900	17750	18
43	15950	17800	18
44	16000	17850	18
45	16050	17900	18
46	16100	17950	18
47	16150	18000	18
48	16200	18050	18
49	16250	18100	18
50	16300	18150	18
51	16350	18200	18
52	16400	18250	18
53	16450	18300	18
54	16500	18350	18
55	16550	18400	18
56	16600	18450	18
57	16650	18500	18
58	16700	18550	19
59	16750	18600	19
60	16800	18650	19
61	16850	18700	19
62	16900	18750	19
63	16950	18800	19
64	17000	18850	19
65	17050	18900	19
66	17100	18950	19
67	17150	19000	19
68	17200	19050	19
69	17250	19100	19
70	17300	19150	19
71	17350	19200	19
72	17400	19250	19
73	17450	19300	19
74	17500	19350	19
75	17550	19400	19
76	17600	19450	19
77	17650	19500	19
78	17700	19550	20
79	17750	19600	20
80	17800	19650	20
81	17850	19700	20
82	17900	19750	20
83	17950	19800	20
84	18000	19850	20
85	18050	19900	20
86	18100	19950	20
87	18150	20000	20
88	18200	20050	20
89	18250	20100	20
90	18300	20150	20
91	18350	20200	20

8A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2018.04.19

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 19.04.2018

92	18400	20250	20
93	18450	20300	20
94	18500	20350	20
95	18550	20400	20
96	18600	20450	20
97	18650	20500	20
98	18700	20550	21
99	18750	20600	21
100	18800	20650	21
101	18850	20700	21
102	18900	20750	21
103	18950	20800	21
104	19000	20850	21
105	19050	20900	21
106	19100	20950	21
107	19150	21000	21
108	19200	21050	21
109	19250	21100	21
110	19300	21150	21
111	19350	21200	21
112	19400	21250	21
113	19450	21300	21
114	19500	21350	21
115	19550	21400	21
116	19600	21450	21
117	19650	21500	21

Grade 1	
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14550	
14600	1
14650	1
14700	2
14750	1
14800	1
14850	1
14900	1
14950	1
15000	1
15050	1
15100	1
15150	1
15200	1
15250	1
15300	1
15350	1
15400	1
15450	1
15500	1
15550	1
15600	1
15650	1
15700	1
15750	1
15800	1
15850	1
15900	1
15950	1

10A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2018.04.19

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 19.04.2018

16000	
16050	
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18400	
18450	

18500	200
18550	204
18600	204
18650	204
18700	205
18750	206
18800	206
18850	207
18900	207
18950	208
19000	208
19050	209
19100	209
19150	210
19200	210
19250	211
19300	211
19350	212
19400	212
19450	213
19500	213
19550	214
19600	214
19650	215
19700	215
19750	216