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PART I : SECTION (I) — GENERAL

Government Notifications

My No. CI/353.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement (in English and Translation into Sinhala, Tamil) entered into between Keells Food Products PLC, No.117, Sir Chittampalam A Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Mercantile Industrial and General Workers' Union (CMU), No.3, 22nd Lane, Colombo 03 of the other part on the 16th day of October 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)

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

Department of Labour,
Labour Secretariat,
Colombo 05,
26th June 2015.

COLLECTIVE AGREEMENT No. 37 OF 2014

Collective Agreement

Agreement entered into on this Sixteenth day of October 2014, between Keells Food Products PLC a duly registered Company in Sri Lanka, having its registered office at No. 117, Sir Chittampalam A Gardiner Mawatha, Colombo 02 (hereinafter referred to as the 'Employer') and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), a duly registered Trade Union in Sri Lanka and having its registered office at No.3, 22nd Lane, Colombo 3 (hereinafter referred to as the 'Union').

Whereas the Union and the Employer after a series of discussions with regard to revision of the terms and conditions of employment have agreed on the following Agreement.

1. The terms of this Agreement shall cover and bind the Employer, the Union and Members of the Union employed in a manual capacity in the production facility at No.16, Minuwangoda Road, Ekala, Ja-Ela. (hereinafter referred to as the "Factory") Provided however, Clause 1 - 13 will only be applicable to those members of the Union employed in a manual capacity in the Factory of the Employer on permanent monthly contracts of employment (hereinafter referred to as "the Employees").
2. The Agreement shall take effect from 01.11.2014 and shall remain in force unless otherwise terminated by either party by giving one month's written notice to the other, provided however, that neither party shall give such notice of termination prior to 01.10.2016 and the termination shall not take effect until 31.10.2016.
3. The Employer agrees to revise the salaries of Employees covered and bound by this Agreement during the period of the Agreement as follows:
 - 3.1 With effect from 01.11.2014 a sum equal to 8% of the basic salary paid to an employee as at 31.10.2014 shall be added to the salary of such employee.



3.2 With effect from 01.11.2015 a sum equal to 7% of the basic salary paid to an employee as at 31.10.2015 shall be added to the salary of such employee.

4. Attendance Incentive

The Employees will be paid an attendance incentive of RS.850/- (Rupees Eight Hundred and Fifty) per month subject to the following conditions:

4.1 The full incentive would be payable to an Employee only if he/she reports for duty on all rostered days/shifts in a calendar month, excluding overtime on Saturdays/Sundays/Other Holidays.

4.2 This incentive will not be paid for those who are required to report for work on OT on Weekdays/Saturdays/Sundays/other Holidays etc.

4.3 In the event an Employee absents him/herself on approved leave (Annual/Casual/Sick/Lieu Leave/Accident Leave), such Employee shall not be eligible to receive the incentive for the day on account of such absence. *i.e.* An Employee should physically be present at work, to qualify for this payment. A deduction equivalent to 1/20th of the monthly incentive shall be made on account of each day of absence as stipulated above. However, an Employee could avail one (01) day's approved Annual Leave per calendar month without deductions from the monthly attendance incentive.

4.4 If an Employee is absent without authority, (*i.e.* Unauthorized Absence), he/she shall forfeit the total incentive for that calendar month.

5. With effect from 01-11-2014, value of a performance based annual increment pertaining to each grade will be as follows.

5.1 Grade I - RS.75.00

5.2 Grade II - RS.100.00

5.3 Grade III - RS.120.00

6. 6.1 Shift allowance payable to employees shall be as follows :
First Shift Rs.137.50,
Second Shift RS.131.00,
Third Shift RS.131.00

6.2 The workers on the general shift will be paid a "daily attendance bonus" of Rs.34.50 per day.

6.3 In terms of the above, all workers of the factory (except the Krest Section) will be eligible for either the shift allowance in 6.1 or the daily attendance bonus in 6.2

6.4 Furthermore, the Cold Room Allowance will be Rs.48.50 in respect of employees who are engaged to work in the cold rooms.

7. Drivers'/Cleaners' Batta:

	Rs.
Travelling outside over 3 hours leaving between 11 :00 a.m. and 12:30 p.m. and returning after 2:00 p.m. Eg. leaving at 11 :00 a.m. and returning 2:00 p.m.	55.00
Colombol Negombo over 4 hours' trip	100.00
Kandy, Bentota over 8 hours	137.50
Less than 8 hours will be entitled to	89.50
Avissawella	89.50
Anuradhapura 1st day	172.00
2nd day	172.00
Matara One day trip	247.50
Two days trip	344.00
Three days trip	481.50
Bandarawela Two days trip	344.00

8. In respect of employees working in the Krest Section the production related attendance bonus will be paid in the following manner, subject to the production norms already agreed by parties in the Memorandum of Settlement under Section 12 (1) signed before the Commissioner General of Labour on 08-11-2001 :-

The payment rate will be Rs. 87.31 cents per day.

The present rates of payment in respect of the production levels will remain unchanged.

9.

9.1 The Union and the Employees covered and bound by this Agreement will endeavor to maintain an average production of 2000 kgs of processed meat and 2000 kgs of raw meat per shift under the present working conditions, location, number of employees and available machinery, having due regard to the restructured and reduced number of employees following the VRS dated 31.10. 2013.

- 9.2 It is also agreed by parties that the MOU dated 01.11.2013 will be part and parcel of this agreement.
- 10.
- 10.1 Casuals will be deployed as per need basis and their rate will be determined as per market rates.
- 10.2 The 1 casual employee listed in Schedule (I) will be absorbed to permanent cadre effective from 01.11.2014. The employee so absorbed will be required to work in any section within the Factory on a need basis to cover absenteeism/vacancies. The basic salary of such employee will be Rs.11,500/- per month effective from 01.11.2014.
- 10.3 Basic salary of Employees listed in Schedule (II) will be revised to Rs.12,500/- per month effective from 01.11.2014. Such Employees will be required to work in any section within the Factory on a need basis to cover absenteeism/vacancies.
11. It is also hereby agreed between the parties that the provisions of the Agreement dated 14.11.2000 and the provisions of the Memorandum of Settlement entered into between the parties before the Commissioner General of Labour under Section 12(1) of the Industrial Disputes Act on 08.11.2001 relating to work arrangements, allowances, batta rates (subject to mutually agreed amendments) and the Dispute Settlement Procedure will remain in force during the period of this Agreement, subject to any revision as set out in this Agreement.
12. In the event of there being a significant change to the present operating model at the Factory, which is also likely to affect employee numbers, it would discuss such matters with the union.
13. During the continuance of this Agreement neither party will attempt to vary, alter or add to any of the terms and conditions or benefits currently applicable to the employees other than by mutual agreement and the union shall not resort to any form of trade union action on such matters.
- For and on behalf of
Keels Food Products PLC
- Name : G. T. Gunaratne
Designation : President
- Consumer Foods Group,
John Keells Holdings PLC
- Name : AADHC Ambepitiya
Designation : Head of Operations
- Witnesses :*
- 1.
- Name : Nilantha Jayasinghe
Designation : Head of IR
- 2.
- Name : Tharanga Dilhan
Designation : Head of HR
- For and on behalf of the
Ceylon Mercantile, Industrial &
General Workers' Union (CMU)
- Name : S. Jayakody
Designation : General Secretary
- Name : UG Mahinda
Designation : Branch President
- Witnesses :*
- 1.
- Name : Lawrance Perera
Designation : Branch Secretary
- 2.
- Name : B. S. P. Kumara
Designation : Branch Vice President

In witness whereof parties have hereunto set their hands on this Sixteenth day of October 2014.

SCHEDULE I

<i>No.</i>	<i>Name of Casual Employee</i>	<i>Date of Engagement</i>	<i>Casual Employee Number</i>
1.	WPSH Fernando	2012.07.12	T 1452

SCHEDULE II

<i>No</i>	<i>Employee Number</i>	<i>Initials</i>	<i>Surname</i>
1.	1441	AKS	Priyamal
2.	1442	JMUGS	Kumara
3.	1443	MGSS	Pushpakumara
4.	1444	U	Piyarathna
5.	1445	LUGN	Jayarathna
6.	1446	MLS	Ranasinghe
7.	1448	RAP	Manjula

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