



ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ ගැසට් පත්‍රය  
අති විශේෂ

The Gazette of the Democratic Socialist Republic of Sri Lanka  
EXTRAORDINARY

අංක 2096/3 - 2018 නොවැම්බර් මස 05 වැනි සඳුදා - 2018.11.05  
No. 2096/3 - MONDAY, NOVEMBER 05, 2018

(Published by Authority)

**PART I : SECTION (I) — GENERAL**  
**Government Notifications**

My No. CI/353.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

THE Collective Agreement entered into between Keels Food Products PLC, No. 117, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Mercantile, Industrial & General Workers Union (CMU), No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 31st October 2016 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.  
26th October, 2018.

**Collective Agreement No. 36 of 2016**

**COLLECTIVE AGREEMENT**

Agreement entered into on this 31st day of October 2016, 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, Bala Tampoe 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 01.11.2016 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 01.10.2018 and the termination shall not take effect until 31.10.2018.
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 01.11.2016 a sum equal to 4.5% of the basic salary paid to an employee as at 31.10.2016 and a further sum of Rs. 1000/- shall be added to the salary of such employee except 17 number of employees mentioned in Schedule I hereto.
  - 3.2 In relation to the seventeen employees listed in Schedule I hereto, with effect from 01.11.2016 a sum of Rs. 2,500/- shall be added to the basic salary paid to an employee as at 31.10.2016.
  - 3.3 With effect from 01.11.2017 a sum equal to 8% of the basic salary paid to an employee as at 31.10.2017 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 01.11.2016, value of a performance based annual increment pertaining to each grade will be as follows

5.1	Grade I	Rs. 100.00
5.2	Grade II	Rs. 120.00
5.3	Grade III	Rs. 140.00

6. 6.1 Shift allowance payable to employees shall be as follows :

First Shift	Rs. 151.25
Second Shift	Rs. 144.10
Third Shift	Rs. 144.10

- 6.2 The workers on the genral shift will be paid a “daily attendance bonus” of Rs. 37.95 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. 53.35 in respect of employees who are engaged to work in the cold rooms.

7. Drivers'/Clearners' Batta :

Travelling outside over 3 hours leaving between 11.00 a. m. and 12.30 p. m. and returning after 2.00 p. m.	Rs. 60.50
eg. leaving at 11.00 a. m. and returning 2.00 p. m. Colombo/Negombo over 4 hours' trip	Rs. 110.00
Kandy, Bentota over 8 hours	Rs. 151.25
Less than 8 hours will be entitled to	Rs. 98.45
Awissawella	Rs. 98.45
Anuradhapura 1st day	Rs. 189.20
2nd day	Rs. 189.20
Matara One day trip	Rs. 272.25
Two days trip	Rs. 378.40
Three days trip	Rs. 529.65
Bandarawela Two days trip	Rs. 378.40

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. 96.04 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 endeavour 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 Casual workers will be deployed as per need basis and their rate will be determined as per market rates.

10.2 Minimum basic salary of Employees will be revised to Rs. 14,000/- from 01.11.2016. 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.

In witness whereof parties have hereunto set their hands on this Thirty First (31st) day of October 2016.

For and on behalf of  
Keells Food Products PLC

Name : J R Gunaratne

Designation : President  
Consumer Foods Group,  
John Keells Holding PLC

Name : AADHC Ambepitiya  
Designation : Chief Operating Officer

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 : SMSNK Paranayapa  
Designation : Head of Employee Relations

2.....  
Name : Tharanga Dilhan  
Designation : Head of Human Resources

1.....  
Name : Lawrance Perera  
Designation : Branch Secretary

2.....  
Name : BSP Kumara  
Designation : Branch Vice President.

SCHEDULE I

#	EPF No.	SAP No.	Name	Revised salary as at 01st November 2016
1	1279	28085	H W U T Kumara	17,560
2	1282	28088	A B M A K Abeykoon	17,452
3	1276	28082	W W I K Fernando	17,256
4	1442	43784	J M U S Kumara	16,261
5	1444	43786	S P U Piyarathna	16,261
6	1445	43787	L U G N Jayarathna	16,261
7	1446	43788	M L S Ranasinghe	16,261
8	1441	43672	A K S Priyamal	16,186
9	1448	43790	R A P Manjula	16,100
10	1492	48135	W P S H Fernando	14,955
11	1558	54447	K C L Fernando	14,000
12	1560	54461	R M T D Heminda	14,000
13	1561	54462	K D S A Shantha	14,000
14	1565	54711	L D P Perera	14,000
15	1580	56410	H L Prasanna	14,000
16	1594	58294	R M K Sandakalum	14,000
17	1595	58189	K W A D Indika	14,000