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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2067/13 – 2018 අපේල් මස 19 වැනි බුහස්පතින්දා – 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 pesently 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.

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

- iii. Provided the business operations of the employer have been profitable in the 12 months preceding, to warant 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 concilliation 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 instuctions, 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 intergrity 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.
- 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 have set the Thousand Seventeen.	eir hands on this Ninth (9th) day of May Two
For & on behalf of Ceylon Biscuits Ltd.	For & on behalf of Inter Company Employees' Union
Name: Nalin B. Karunaratne	Name: Wasantha Samarasinghe
Designation: Chief Executive Officer	Designation: General Secretary
Signature: OFFICER	Signature:
CHIEF EXECUTIVE OFFICER CEYLON BISCUITS LIMITED	
Witness:	Witness:
Name: S. G. Wickroman	Vaclich A. Isuru Chaminda
Signature: JUL	Signature: Buty
9 5 17	
	6-6

FIRST SCHEDULE NON STAFF SALARY SCALE 2017 - 2019

		2017				
		3300				
	Grade 1	Grade II	Grade III	Grade IV		
	400/-	550/-	700/-	850/-		
INIT	13800	15650	16100	17550		
1	13850	15700	16150	17600		
2	13900	15750	16200	17650		
3	13950	15800	16250	17700		
4	14000	15850	16300	17750		
5	14050	15900	16350	17800		
6	14100	15950	16400	17850		
7	14150	16000	16450	17900		
8	14200	16050	16500	17950		
9	14250	16100	16550	18000		
10	14300	16150	16600	18050		
11	14350	16200	16650	18100		
12	14400	16250	16700	18150		
13	14450	16300	16750	18200		
14	14500	16350	16800	18250		
15	14550	16400	16850	18300		
16	14600	16450	16900	18350		
17	14650	16500	16950	18400		
18	14700	16550	17000	18450		
19	14750	16600	17050	18500		
20	14800	16650	17100	18550		
1	14850	16700	17150	18600		
2	14900	16750	17200	18650		
3	14950	16800	17250	18700		
4	15000	16850	17300	18750		
5	15050	16900	17350	18800		
6	15100	16950	17400	18850		
7	15150	17000	17450	18900		
8	15200	17050	17500	18950		
9	15250	17100	17550	19000		
0	15300	17150	17600	19050		
1	15350	17200	17650	19100		
2	15400	17250	17700			
3	15450	17300	17750	19150		
4	15500	17350	17800	19200		
5	15550	17400	a mark to the	19250		
5	15600	17450	17850	19300		
7	15650	17500	17900	19350		
3	15700	17550	17950	19400		
)	15750	Townson.	18000	19450		
)	15800	17600	18050	19500		
	15850	17650	18100	19550		

2018				
400/-	550/-	700/-	850/-	
13850	15700	16150	17600	
13900	15750	16200	17650	
13950	15800	16250	17700	
14000	15850	16300	17750	
14050	15900	16350	17800	
14100	15950	16400	17850	
14150	16000	16450	17900	
14200	16050	16500	17950	
14250	16100	16550	18000	
14300	16150	16600	18050	
14350	16200	16650	18100	
14400	16250	16700	18150	
14450	16300	16750	18200	
14500	16350	16800	18250	
14550	16400	16850	18300	
14600	16450	16900	18350	
14650	16500	16950	18400	
4700	16550	17000	18450	
4750	16600	17050	18500	
4800	16650	17100	18550	
4850	16700	17150	18600	
4900	16750	17200	18650	
4950	16800	17250	18700	
5000	16850	17300	18750	
5050	16900	17350	18800	
5100	16950	17400	18850	
5150	17000	17450	18900	
5200	17050	17500	18950	
5250	17100	17550	19000	
5300	17150	17600	19050	
5350	17200	17650	19100	
5400	17250	17700	19150	
5450	17300	17750	19200	
5500	17350	17800	19250	
5550	17400	17850	19300	
600	17450	17900	19350	
650	17500	17950	19400	
700	17550	18000	19450	
750	17600	18050	19500	
800	17650	18100	19550	
850	17700	18150	19600	
900	17750	18200	19650	

42	15900	17750	18200	19650
43	15950	17800	18250	19700
44	16000	17850	18300	19750
45	16050	17900	18350	19800
46	16100	17950	18400	19850
47	16150	18000	18450	19900
48	16200	18050	18500	19950
49	16250	18100	18550	20000
50	16300	18150	18600	20050
51	16350	18200	18650	20100
52	16400	18250	18700	20150
53	16450	18300	18750	20200
54	16500	18350	18800	20250
55	16550	18400	18850	20300
56	16600	18450	18900	20350
57	16650	18500	18950	20400
58	16700	18550	19000	20450
59	16750	18600	19050	20500
60	16800	18650	19100	20550
61	16850	18700	19150	20600
62	16900	18750	19200	20650
63 ,	16950	18800	19250	20700
64	17000	18850	19300	20750
65	17050	18900	19350	20800
66	17100	18950	19400	20850
67	17150	19000	19450	20900
68	17200	19050	19500	20950
69	17250	19100	19550	21000
70	17300	19150	19600	21050
71	17350	19200	19650	21100
72	17400	19250	19700	21150
73	17450	19300	19750	21200
74	17500	19350	19800	21250
75	17550	19400	19850	21300
76	17600	19450	19900	21350
77	17650	19500	19950	21400
78	17700	19550	20000	21450
79	17750	19600	20050	21500
80	17800	19650	20100	21550
81	17850	19700	20150	21600
82	17900	19750	20200	21650
83	17950	19800	20250	21700
84	18000	19850	20300	21750
85	18050	19900	20350	21800
86	18100	19950	20400	21850
87	18150	20000	20450	21900
88	18200	20050	20500	21950
89	18250	20100	20550	22000
90	18300	20150	20600	22050
91	18350	20200	20650	22100

15950	17800	18250	19700
16000	17850	18300	19750
16050	17900	18350	19800
16100	17950	18400	19850
16150	18000	18450	19900
16200	18050	18500	19950
16250	18100	18550	20000
16300	18150	18600	20050
16350	18200	18650	20100
16400	18250	18700	20150
16450	18300	18750	20200
16500	18350	18800	20250
16550	18400	18850	20300
16600	18450	18900	20350
16650	18500	18950	20400
16700	18550	19000	20450
16750	18600	19050	20500
16800	18650	19100	20550
16850	18700	19150	20600
16900	18750	19200	20650
16950	18800	19250	20700
17000	18850	19300	20750
17050	18900	19350	20800
17100	18950	19400	20850
17150	19000	19450	20900
17200	19050	19500	20950
17250	19100	19550	21000
17300	19150	19600	21050
17350	19200	19650	21100
17400	19250	19700	21150
17450	19300	19750	21200
17500	19350	19800	21250
17550	19400	19850	21300
17600	19450	19900	21350
17650	19500	19950	21400
17700	19550	20000	21450
17750	19600	20050	21500
17800	19650	20100	21550
17850	19700	20150	21600
17900	19750	20200	21650
17950	19800	20250	21700
18000	19850	20300	21750
18050	19900	20350	21800
18100	19950	20400	21850
18150	20000	20450	21900
18200	20050	20500	21950
18250	20100	20550	22000
18300	20150	20600	22050
18350	20200	20650	22100
18400	20250	20700	22150

92	18400	20250	20700	22150	
93	18450	20300	20750	22200	
94	18500	20350	20800	22250	
95	18550	20400	20850	22300	
96	18600	20450	20900	22350	
97	18650	20500	20950	22400	_
98	18700	20550	21000	22450	
99	18750	20600	21050	22500	_
100	18800	20650	21100	22550	-
101	18850	20700	21150	22600	
102	18900	20750	21200	22650	
103	18950	20800	21250	22700	ì
104	19000	20850	21300	22750	
105	19050	20900	21350	22800	
106	19100	20950	21400	22850	
107	19150	21000	21450	22900	
108	19200	21050	21500	22950	1
109	19250	21100	21550	23000	1
110	19300	21150	21600	23050	1
111	19350	21200	21650	23100	1
12	19400	21250	21700	23150	1
13	19450	21300	21750	23200	1
14	19500	21350	21800	23250	1
15	19550	21400	21850	23300	1
16	19600	21450	21900	23350	1
17	19650	21500	21950	23400	1

18450	20300	20750	22200
18500	20350	20800	22250
18550	20400	20850	22300
18600	20450	20900	22350
18650	20500	20950	22400
18700	20550	21000	22450
18750	20600	21050	22500
18800	20650	21100	22550
18850	20700	21150	22600
18900	20750	21200	22650
18950	20800	21250	22700
19000	20850	21300	22750
19050	20900	21350	22800
19100	20950	21400	22850
19150	21000	21450	22900
19200	21050	21500	22950
19250	21100	21550	23000
19300	21150	21600	23050
19350	21200	21650	23100
19400	21250	21700	23150
9450	21300	21750	23200
9500	21350	21800	23250
9550	21400	21850	23300
9600	21450	21900	23350
9650	21500	21950	23400
9700	21550	22000	23450

		2019	
Grade 1	Grade II	3000 Grade I	II Condo Di
400/-	550/-	700/-	0.00011
13900	15750		850/-
13950	15800	16200	17650
14000	15850	16250	17700
14050	15900	16300	17750
14100	15950	16350	17800
14150	16000	16400	17850
14200	16050	16450	17900
14250	16100	16500	17950
14300	16150	16550	18000
14350	16200	16600	18050
14400	16250	16650	18100
14450	16300	16700	18150
14500	16350	16750	18200
14550	16400	16800	18250
14600		16850	18300
14650	16450	16900	18350
14700	16500	16950	18400
14750	16550	17000	18450
14800	16600	17050	18500
14850	16650	17100	18550
4900	16700	17150	18600
4950	16750	17200	18650
5000	16800	17250	18700
5050	16850	17300	18750
5100	16900	17350	18800
5150	16950	17400	18850
	17000	17450	18900
5200	17050	17500	18950
5250 5300	17100	17550	19000
	17150	17600	19050
5350 5400	17200	17650	19100
	17250	17700	19150
5450	17300	17750	19200
5500	17350	17800	19250
5550	17400	17850	19300
600	17450	17900	19350
650	17500	17950	19400
700	17550	18000	19450
750	17600	18050	19500
800	17650	18100	19550
850	17700	18150	19600
900	17750	18200	19650

16000	17850	18300	19750
16050	17900	18350	19800
16100	17950	18400	19850
16150	18000	18450	19900
16200	18050	18500	19950
16250	18100	18550	20000
16300	18150	18600	20050
16350	18200	18650	20100
16400	18250	18700	20150
16450	18300	18750	20200
16500	18350	18800	20250
16550	18400	18850	20300
16600	18450	18900	20350
16650	18500	18950	20400
16700	18550	19000	20450
16750	18600	19050	20500
16800	18650	19100	20550
16850	18700	19150	20600
16900	18750	19200	20650
16950	18800	19250	20700
17000*	18850	19300	20750
17050	18900	19350	20800
17100	18950	19400	20850
17150	19000	19450	20900
17200	19050	19500	20950
17250	19100	19550	21000
17300	19150	19600	21050
17350	19200	19650	21100
17400	19250	19700	21150
17450	19300	19750	21200
17500	19350	19800	21250
17550	19400	19850	21300
17600	19450	19900	21350
7650	19500	19950	21400
17700	19550	20000	21450
7750	19600	20050	21500
7800	19650	20100	21550
7850	19700	20150	21600
7900	19750	20200	21650
7950	19800	20250	21700
8000	19850	20300	21750
8050	19900	20350	21800
8100	19950	20400	21850
8150	20000	20450	21900
8200	20050	20500	21950
8250	20100	20550	22000
8300	20150	20600	22050
8350	20200	20650	22100
8400	20250	20700	22150

18500	20350	20800	22250
18550	20400	20850	22300
18600	20450	20900	22350
18650	20500	20950	22400
18700	20550	21000	22450
18750	20600	21050	22500
18800	20650	21100	22550
18850	20700	21150	22600
18900	20750	21200	22650
18950	20800	21250	22700
19000	20850	21300	22750
19050	20900	21350	22800
19100	20950	21400	22850
19150	21000	21450	22900
19200	21050	21500	22950
19250	21100	21550	23000
19300	21150	21600	23050
19350	21200	21650	23100
19400	21250	21700	23150
19450	21300	21750	23200
19500	21350	21800	23250
19550	21400	21850	23300
19600	21450	21900	23350
19650	21500	21950	23400
9700	21550	22000	23450
9750	21600	22050	23500

05 - 60