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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 1570/12 - 2008 ඔක්තෝබර් 07 වැනි අඟහරුවාදා - 2008.10.07
No. 1570/12 - TUESDAY, OCTOBER 07, 2008

(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, P. O. Box. 3, Makumbura, Pannipitiya of the one part and the Inter Company Employees Union, No. 158/18, Muhandiram E. D. Dabare Mawatha, Colombo 05 of the other part on 11th day of July, 2008 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

D. S. EDIRISINGHE,
Commissioner General
of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
23rd September, 2008.

Collective Agreement No. 15 of 2008

This Collective Agreement made on this 11th day of July, Two Thousand Eight, to take effect from 01st January, 2008, 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. 158/18, Muhandiram E. D. Dabare Mawatha, Colombo 5 (hereinafter referred to as “the Union”) of the other part.

It is hereby agreed 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 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 01st day of January, 2008, 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 31st day of December, 2010. Any notice of termination of this

Agreement given by either party, prior to the 31st day of December, 2010, shall not be regarded as valid notice and shall be of no avail.

4. Salaries

With effect from 01st January 2008, 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 01st January, 2008 :

To ascertain the monthly salary payable to an employee, with effect from January, 2008, a sum of Rupees One Thousand and Two Hundred (Rs. 1,200) will be added to the salary that was paid to such employee in the Month of December, Two Thousand and Seven and such employee shall thereafter be placed on the corresponding point in monetary terms of the salary scale for 2008 set out in the First Schedule hereof.

(ii) Salary Revision with effect from 01st January, 2009 :

With effect from 01st January 2009, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Thousand Three Hundred (Rs. 1,300) to the salary received by such employee in the Month of December, 2008. Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scale for 2009 set out in the First Schedule hereof.

(iii) Salary revision with effect from 01st January 2010 :

With effect from 01st January 2010, the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees One Thousand Five Hundred (Rs. 1,500) to the salary received by such employee in the Month of December, 2009. Each employee shall thereafter be placed on the corresponding point in monetary terms of the salary scale for 2010 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. The salary for this purpose will be that which is applicable to each employee at the time the bonus is paid.

- (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 :-

One month's salary - to those employees who have been absent up to five days during the previous calendar year.

95% of one month's salary to those employees who have been absent in excess of five days and up to ten days during the previous calendar year.

90% of one month's salary to those employees who have been absent in excess of ten days and up to fifteen days during the previous calendar year.

80% of one month's salary to those employees who have been absent in excess of fifteen days and up to twenty days during the previous calendar year.

75% of one month's salary to those employees who have been absent in excess of twenty days and up to twenty-five days during the previous calendar year.

70% of one month's salary to those employees who have been absent in excess of twenty-five days and up to thirty days during the previous calendar year.

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

- (a) "Absence" for the purpose of calculating this bonus payment shall include all days of leave availed of by an employee, in a given month, in addition to any unauthorized absence.
- (b) "Salary" for the purpose of computing this bonus shall be the salary applicable to an employee as at January of the year in which 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 10 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. Leave

- (a) *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.
- (b) *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.
- (c) *Annual Leave.*—The employees will be entitled to Annual Leave in terms of the decisions of the Wages Board of the Biscuit and Confectionary Manufacturing Trade.

8. Disputes Settlement Procedure

It is agreed by an 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.

9. 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.

10. 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.

11. 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 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.
- (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 security t he 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.

In witness hereof parties have set their hands on this Eleventh day of July, Two Thousand Eight.

For and on behalf of

CEYLON BISCUITS LTD.

Name : MAITHRI P. D. P. LIYANAGE,
Group General Manager/
Human Resource.

Signature :

Witness :

Name :

Signature :

For and on behalf of

INTER COMPANY EMPLOYEES' UNION.

Name : P. HETTIARACHCHI

Signature :

Witness :

Name :

Signature :

FIRST SCHEDULE (COLLECTIVE AGREEMENT) 2008

STEP	2008				2009				2010			
	GRI	GR II	GR III	GR IV	GRI	GR II	GR III	GR IV	GRI	GR II	GR III	GR IV
	200/-	250/-	300/-	350/-	200/-	250/-	300/-	350/-	200/-	250/-	300/-	350/-
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
1	5,350	5,450	5,900	7,350	6,650	6,750	7,200	8,650	8,150	8,250	8,700	10,150
2	5,550	5,700	6,200	7,700	6,850	7,000	7,500	9,000	8,350	8,500	9,000	10,500
3	5,750	5,950	6,500	8,050	7,050	7,250	7,800	9,350	8,550	8,750	9,300	10,850
4	5,950	6,200	6,800	8,400	7,250	7,500	8,100	9,700	8,750	9,000	9,600	11,200
5	6,150	6,450	7,100	8,750	7,450	7,750	8,400	10,050	8,950	9,250	9,900	11,550
6	6,350	6,700	7,400	9,100	7,650	8,000	8,700	10,400	9,150	9,500	10,200	11,900
7	6,550	6,950	7,700	9,450	7,850	8,250	9,000	10,750	9,350	9,750	10,500	12,250
8	6,750	7,200	8,000	9,800	8,050	8,500	9,300	11,100	9,550	10,000	10,800	12,600
9	6,950	7,450	8,300	10,150	8,250	8,750	9,600	11,450	9,750	10,250	11,100	12,950
10	7,150	7,700	8,600	10,500	8,450	9,000	9,900	11,800	9,950	10,500	11,400	13,300
11	7,350	7,950	8,900	10,850	8,650	9,250	10,200	12,150	10,150	10,750	11,700	13,650
12	7,550	8,200	9,200	11,200	8,850	9,500	10,500	12,500	10,350	11,000	12,000	14,000
13	7,750	8,450	9,500	11,550	9,050	9,750	10,800	12,850	10,550	11,250	12,300	14,350
14	7,950	8,700	9,800	11,900	9,250	10,000	11,100	13,200	10,750	11,500	12,600	14,700
15	8,150	8,950	10,100	12,250	9,450	10,250	11,400	13,550	10,950	11,750	12,900	15,050
16	8,350	9,200	10,400	12,600	9,650	10,500	11,700	13,900	11,150	12,000	13,200	15,400
17	8,550	9,450	10,700	12,950	9,850	10,750	12,000	14,250	11,350	12,250	13,500	15,750
18	8,750	9,700	11,000	13,300	10,050	11,000	12,300	14,600	11,550	12,500	13,800	16,100
19	8,950	9,950	11,300	13,650	10,250	11,250	12,600	14,950	11,750	12,750	14,100	16,450
20	9,150	10,200	11,600	14,000	10,450	11,500	12,900	15,300	11,950	13,000	14,400	16,800
21	9,350	10,450	11,900	14,350	10,650	11,750	13,200	15,650	12,150	13,250	14,700	17,150
22	9,550	10,700	12,200	14,700	10,850	12,000	13,500	16,000	12,350	13,500	15,000	17,500
23	9,750	10,950	12,500	15,050	11,050	12,250	13,800	16,350	12,550	13,750	15,300	17,850
24	9,950	11,200	12,800	15,400	11,250	12,500	14,100	16,700	12,750	14,000	15,600	18,200
25	10,150	11,450	13,100	15,750	11,450	12,750	14,400	17,050	12,950	14,250	15,900	18,550
26	10,350	11,700	13,400	16,100	11,650	13,000	14,700	17,400	13,150	14,500	16,200	18,900
27	10,550	11,950	13,700	16,450	11,850	13,250	15,000	17,750	13,350	14,750	16,500	19,250
28	10,750	12,200	14,000	16,800	12,050	13,500	15,300	18,100	13,550	15,000	16,800	19,600
29	10,950	12,450	14,300	17,150	12,250	13,750	15,600	18,450	13,750	15,250	17,100	19,950
30	11,150	12,700	14,600	17,500	12,450	14,000	15,900	18,800	13,950	15,500	17,400	20,300
31	11,350	12,950	14,900	17,850	12,650	14,250	16,200	19,150	14,150	15,750	17,700	20,650
32	11,550	13,200	15,200	18,200	12,850	14,500	16,500	19,500	14,350	16,000	18,000	21,000
33	11,750	13,450	15,500	18,550	13,050	14,750	16,800	19,850	14,550	16,250	18,300	21,350
34	11,950	13,700	15,800	18,900	13,250	15,000	17,100	20,200	14,750	16,500	18,600	21,700
35	12,150	13,950	16,100	19,250	13,450	15,250	17,400	20,550	14,950	16,750	18,900	22,050
36	12,350	14,200	16,400	19,600	13,650	15,500	17,700	20,900	15,150	17,000	19,200	22,400
37	12,550	14,450	16,700	19,950	13,850	15,750	18,000	21,250	15,350	17,250	19,500	22,750
38	12,750	14,700	17,000	20,300	14,050	16,000	18,300	21,600	15,550	17,500	19,800	23,100
39	12,950	14,950	17,300	20,650	14,250	16,250	18,600	21,950	15,750	17,750	20,100	23,450
40	13,150	15,200	17,600	21,000	14,450	16,500	18,900	22,300	15,950	18,000	20,400	23,800
41	13,350	15,450	17,900	21,350	14,650	16,750	19,200	22,650	16,150	18,250	20,700	24,150
42	13,550	15,700	18,200	21,700	14,850	17,000	19,500	23,000	16,350	18,500	21,000	24,500

FIRST SCHEDULE (COLLECTIVE AGREEMENT) 2008

STEP	2008				2009				2010			
	GRI	GR II	GR III	GR IV	GRI	GR II	GR III	GR IV	GRI	GR II	GR III	GR IV
	200/-	250/-	300/-	350/-	200/-	250/-	300/-	350/-	200/-	250/-	300/-	350/-
	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.	Rs.
43	13,750	15,950	18,500	22,050	15,050	17,250	19,800	23,350	16,550	18,750	21,300	24,850
44	13,950	16,200	18,800	22,400	15,250	17,500	20,100	23,700	16,750	19,000	21,600	25,200
45	14,150	16,450	19,100	22,750	15,450	17,750	20,400	24,050	16,950	19,250	21,900	25,550
46	14,350	16,700	19,400	23,100	15,650	18,000	20,700	24,400	17,150	19,500	22,200	25,900
47	14,550	16,950	19,700	23,450	15,850	18,250	21,000	24,750	17,350	19,750	22,500	26,250
48	14,750	17,200	20,000	23,800	16,050	18,500	21,300	25,100	17,550	20,000	22,800	26,600
49	14,950	17,450	20,300	24,150	16,250	18,750	21,600	25,450	17,750	20,250	23,100	26,950
50	15,150	17,700	20,600	24,500	16,450	19,000	21,900	25,800	17,950	20,500	23,400	27,300
51	15,350	17,950	20,900	24,850	16,650	19,250	22,200	26,150	18,150	20,750	23,700	27,650
52	15,550	18,200	21,200	25,200	16,850	19,500	22,500	26,500	18,350	21,000	24,000	28,000
53	15,750	18,450	21,500	25,550	17,050	19,750	22,800	26,850	18,550	21,250	24,300	28,350
54	15,950	18,700	21,800	25,900	17,250	20,000	23,100	27,200	18,750	21,500	24,600	28,700
55	16,150	18,950	22,100	26,250	17,450	20,250	23,400	27,550	18,950	21,750	24,900	29,050
56	16,350	19,200	22,400	26,600	17,650	20,500	23,700	27,900	19,150	22,000	25,200	29,400
57	16,550	19,450	22,700	26,950	17,850	20,750	24,000	28,250	19,350	22,250	25,500	29,750
58	16,750	19,700	23,000	27,300	18,050	21,000	24,300	28,600	19,550	22,500	25,800	30,100
59	16,950	19,950	23,300	27,650	18,250	21,250	24,600	28,950	19,750	22,750	26,100	30,450
60	17,150	20,200	23,600	28,000	18,450	21,500	24,900	29,300	19,950	23,000	26,400	30,800
61	17,350	20,450	23,900	28,350	18,650	21,750	25,200	29,650	20,150	23,250	26,700	31,150
62	17,550	20,700	24,200	28,700	18,850	22,000	25,500	30,000	20,350	23,500	27,000	31,500
63	17,750	20,950	24,500	29,050	19,050	22,250	25,800	30,350	20,550	23,750	27,300	31,850
64	17,950	21,200	24,800	29,400	19,250	22,500	26,100	30,700	20,750	24,000	27,600	32,200
65	18,150	21,450	25,100	29,750	19,450	22,750	26,400	31,050	20,950	24,250	27,900	32,550
66	18,350	21,700	25,400	30,100	19,650	23,000	26,700	31,400	21,150	24,500	28,200	32,900
67	18,550	21,950	25,700	30,450	19,850	23,250	27,000	31,750	21,350	24,750	28,500	33,250
68	18,750	22,200	26,000	30,800	20,050	23,500	27,300	32,100	21,550	25,000	28,800	33,600
69	18,950	22,450	26,300	31,150	20,250	23,750	27,600	32,450	21,750	25,250	29,100	33,950
70	19,150	22,700	26,600	31,500	20,450	24,000	27,900	32,800	21,950	25,500	29,400	34,300
71	19,350	22,950	26,900	31,850	20,650	24,250	28,200	33,150	22,150	24,750	29,700	34,650
72	19,550	23,200	27,200	32,200	20,850	24,500	28,500	33,500	22,350	26,000	30,000	35,000
73	19,750	23,450	27,500	32,550	21,050	24,750	28,800	33,850	22,550	26,250	30,300	35,350
74	19,950	23,700	27,800	32,900	21,250	25,000	29,100	34,200	22,750	26,500	30,600	35,700
75	20,150	23,950	28,100	33,250	21,450	25,250	29,400	34,550	22,950	26,750	30,900	36,050