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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2350/43 – 2023 සැප්තැම්බර් මස 21 වැනි බ්‍රහස්පතින්දා – 2023.09.21
No. 2350/43 – THURSDAY, SEPTEMBER 21, 2023

(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, No. 555, High Level Road, Makumbura, Pannipitiya of the one Part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other Part on 27th March, 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. Prabath Chandrakeerthi,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
23rd August, 2023.



Collective Agreement No. 24 of 2023

COLLECTIVE AGREEMENT

This Collective Agreement made on this 27th day of March Two Thousand Twenty Three, to take effect from First day of January Two Thousand Twenty Three, between Ceylon Biscuits Limited, a Company duly registered under the Companies' Ordinance, and having its registered office at No.555, High-Level Road, 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. 10, Council Lane, Dehiwala (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 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 Twenty Three, 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 Thirtieth day of November, Two Thousand and Twenty Five. Any notice of termination of this Agreement given by either party, prior to the Thirtieth day of November, Two Thousand and Twenty Five, shall not be regarded as valid notice and shall be of no avail.

4. Salaries

With effect from First January Two Thousand and Twenty Three, 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 15st January 2023

To ascertain the monthly salary payable to an employee, with effect from First January Two Thousand and Twenty Three (2023), a sum of Rupees Five Thousand Five Hundred (Rs. 5,500/=) will be added to the salary that was paid to such employee in the month of December Two Thousand and Twenty Two, 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 2024

With effect from First January Two Thousand and Twenty Four (2024), the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Five Thousand (Rs. 5,000/=) to the salary received by such employee in the month of December Two Thousand and Twenty Three. 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 2025***

With effect from First January Two Thousand and Twenty Five (2025), the salary of each employee covered and bound by this Agreement shall be revised by the addition of Rupees Five Thousand (Rs. 5,000/=) to the salary received by such employee in the month of December Two Thousand and Twenty Four. 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 will 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, in the manner calculated as per the Second Schedule hereof.
- 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 as per the Second Schedule hereof.
- iii. Provided the business operations of the employer have been reached the targeted profit 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 which will be paid subject to the conditions of the Second Schedule hereof. In the event of no bonus being declared by the employer in the month of March, unless 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 Bonus - April

In addition to the April bonus, an attendance incentive Bonus of 50% of the basic salary will be paid to employees eligible as per the Second Schedule. "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 Bonus will be the salary which is applicable to each employee at the time the incentive Bonus 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 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.

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 and 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 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.

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 adhered .
- 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
- n. *Saturday night shift* - All Female employees absorbed to the permanent cadre from 1st day of January Two Thousand Seventeen onwards and all female employees who will be absorbed to the permanent cadre in future ,to report to Saturday night shift (10 p.m. to 6 a.m.) as a normal routine shift.

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 contract pool" herein refers to employees in the three (3) year fixed term contract pool of the Company.

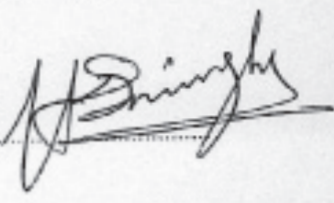
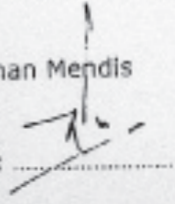
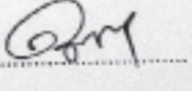
This shall become effective from the date of signing of this Collective Agreement.

6A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2023.09.21
PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 21.09.2023

- b. The Company shall, for the duration of this Collective Agreement, provide an opportunity for a minimum of 10 manpower employees per annum to be absorbed to the " 3 year contract pool" as new employees subject to the Company's recruitment process.

In witness hereof parties have set their hands on this 27th day of March Two Thousand Twenty Three.

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: President
Signature:	Signature: 
Witness: General Manager Human Resources CBL	Witness: President, Branch Union of CBL
Name: Gehan Mendis	Name: Isuru Dharmasena
Signature: 	Signature: 
	

SCHEDULE-1

	2023				2024				2025			
	5500				5000				5000			
	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1
	400	550	700	850	400	550	700	850	400	550	700	850
1	20000	20550	21250	22100	20050	20600	21300	22150	20100	20650	21350	22200
2	20050	20600	21300	22150	20100	20650	21350	22200	20150	20700	21400	22250
3	20100	20650	21350	22200	20150	20700	21400	22250	20200	20750	21450	22300
4	20150	20700	21400	22250	20200	20750	21450	22300	20250	20800	21500	22350
5	20200	20750	21450	22300	20250	20800	21500	22350	20300	20850	21550	22400
6	20250	20800	21500	22350	20300	20850	21550	22400	20350	20900	21600	22450
7	20300	20850	21550	22400	20350	20900	21600	22450	20400	20950	21650	22500
8	20350	20900	21600	22450	20400	20950	21650	22500	20450	21000	21700	22550
9	20400	20950	21650	22500	20450	21000	21700	22550	20500	21050	21750	22600
10	20450	21000	21700	22550	20500	21050	21750	22600	20550	21100	21800	22650
11	20500	21050	21750	22600	20550	21100	21800	22650	20600	21150	21850	22700
12	20550	21100	21800	22650	20600	21150	21850	22700	20650	21200	21900	22750
13	20600	21150	21850	22700	20650	21200	21900	22750	20700	21250	21950	22800
14	20650	21200	21900	22750	20700	21250	21950	22800	20750	21300	22000	22850
15	20700	21250	21950	22800	20750	21300	22000	22850	20800	21350	22050	22900
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17	20800	21350	22050	22900	20850	21400	22100	22950	20900	21450	22150	23000
18	20850	21400	22100	22950	20900	21450	22150	23000	20950	21500	22200	23050
19	20900	21450	22150	23000	20950	21500	22200	23050	21000	21550	22250	23100
20	20950	21500	22200	23050	21000	21550	22250	23100	21050	21600	22300	23150
21	21000	21550	22250	23100	21050	21600	22300	23150	21100	21650	22350	23200
22	21050	21600	22300	23150	21100	21650	22350	23200	21150	21700	22400	23250
23	21100	21650	22350	23200	21150	21700	22400	23250	21200	21750	22450	23300
24	21150	21700	22400	23250	21200	21750	22450	23300	21250	21800	22500	23350
25	21200	21750	22450	23300	21250	21800	22500	23350	21300	21850	22550	23400
26	21250	21800	22500	23350	21300	21850	22550	23400	21350	21900	22600	23450
27	21300	21850	22550	23400	21350	21900	22600	23450	21400	21950	22650	23500
28	21350	21900	22600	23450	21400	21950	22650	23500	21450	22000	22700	23550
29	21400	21950	22650	23500	21450	22000	22700	23550	21500	22050	22750	23600
30	21450	22000	22700	23550	21500	22050	22750	23600	21550	22100	22800	23650
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39	21900	22450	23150	24000	21950	22500	23200	24050	22000	22550	23250	24100

	2023				2024				2025			
	5500				5000				5000			
	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1
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74	23650	24200	24900	25750	23700	24250	24950	25800	23750	24300	25000	25850
75	23700	24250	24950	25800	23750	24300	25000	25850	23800	24350	25050	25900
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78	23850	24400	25100	25950	23900	24450	25150	26000	23950	24500	25200	26050

	2023				2024				2025			
	5500				5000				5000			
	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1
	400	550	700	850	400	550	700	850	400	550	700	850
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91	24500	25050	25750	26600	24550	25100	25800	26650	24600	25150	25850	26700
92	24550	25100	25800	26650	24600	25150	25850	26700	24650	25200	25900	26750
93	24600	25150	25850	26700	24650	25200	25900	26750	24700	25250	25950	26800
94	24650	25200	25900	26750	24700	25250	25950	26800	24750	25300	26000	26850
95	24700	25250	25950	26800	24750	25300	26000	26850	24800	25350	26050	26900
96	24750	25300	26000	26850	24800	25350	26050	26900	24850	25400	26100	26950
97	24800	25350	26050	26900	24850	25400	26100	26950	24900	25450	26150	27000
98	24850	25400	26100	26950	24900	25450	26150	27000	24950	25500	26200	27050
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505	45200	45750	46450	47300		45250	45800	46500	47350		45300	45850	46550	47400

	2023				2024				2025			
	5500				5000				5000			
	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1
	400	550	700	850	400	550	700	850	400	550	700	850
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515	45700	46250	46950	47800	45750	46300	47000	47850	45800	46350	47050	47900
516	45750	46300	47000	47850	45800	46350	47050	47900	45850	46400	47100	47950
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543	47100	47650	48350	49200	47150	47700	48400	49250	47200	47750	48450	49300
544	47150	47700	48400	49250	47200	47750	48450	49300	47250	47800	48500	49350

2023					2024				2025			
5500					5000				5000			
A-4	A-3	A-2	A-1		A-4	A-3	A-2	A-1	A-4	A-3	A-2	A-1
400	550	700	850		400	550	700	850	400	550	700	850
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547	47300	47850	48550	49400	47350	47900	48600	49450	47400	47950	48650	49500
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549	47400	47950	48650	49500	47450	48000	48700	49550	47500	48050	48750	49600
550	47450	48000	48700	49550	47500	48050	48750	49600	47550	48100	48800	49650

SCHEDULE-2

SECOND SCHEDULE

I. BONUS PAID IN DECEMBER

The employees who have completed one year of service, will be entitled for a bonus payment made in the month of December.

II. BONUS PAID IN MARCH

The employees who have 15 days or more unauthorized absence during the previous calendar year will not be entitled to the bonus payment made in the month of March.

III. BONUS PAID IN APRIL

- a. The employees who have 5 days or more unauthorized absence during the previous calendar year will not be entitled to the bonus payment made in the month of April.
- b. Employees who have half day (0.5) or more but less than 4.5 days of unauthorized absence during the previous calendar year will be entitled to half payment (50%) of bonus payment made in the month of April.

IV. ATTENDANCE INCENTIVE BONUS (PAID IN THE MONTH OF APRIL)

Employees who have a half day or more unauthorized absence during the previous calendar year will not be entitled to the attendance incentive bonus paid in the month of April.

SUMMARY TABLE

Unauthorized Leave Days	Loss of bonus	Entitled Bonus
Above 15 Days	March ,April & Attendance incentive Bonus	December
5 -14.5 days	April Bonus (1) & Attendance Incentive bonus	December & March
0.5 - 4.5 days	April bonus (0.5) & Attendance Incentive Bonus	December, March Full bonus & 0.5 April Bonus

EOG 09 - 0195

My No: CI/1826

THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

The Collective Agreement entered into between American & Efird Lanka (Pvt) Ltd, No.67, Avissawella Road, Welivita, kaduwela of the one part and the inter Company Employees Union, No.10, Council Lane, Dehiwala of the other part on 21st April 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K . Prabath Chandrakeerthi,
Commissioner General of Labour

Department of Labour,
Labour Secretariat,
Colombo.
23rd August 2023

Collective Agreement NO.26 of 2023
COLLECTIVE AGREEMENT (2023 - 2026)
between
AMERICAN & EFIRD LANKA (PVT) LTD
AND INTER COMPANY EMPLOYEES UNION

THIS COLLECTIVE AGREEMENT made and entered into on this 21st April Two Thousand Twenty Three (2023) between American & Efird Lanka (Pvt) Ltd., having its Registered Office at No.67, Avissawella Road, Welivita, Kaduwela and bearing Company Registered No. PV 2953 (hereinafter referred to as the 'Employer') of the ONE PART and the Inter Company Employees Union, being a Trade Union duly registered under the Trade Unions Ordinance and having its Registered office at No.10, Council Lane, Dehiwala (hereinafter referred to as the 'Union') of the OTHER PART witnesseth:

WHEREAS the Union has shown to the satisfaction of the Employer that it represents a majority of the Factory Workers employed by the Employer.

AND WHEREAS it is the desire of both the Union and the Employer to enter into an Agreement, which will ensure the peaceful adjustment and settlement of all disputes which may arise between the Employer and its employees and/or the Union and the promotion of industrial peace, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows:-

1. **TITLE**

This Agreement shall be known and referred to as **"THE FACTORY WORKERS' COLLECTIVE AGREEMENT 2023 - 2026.**

2. **DATE OF OPERATION AND DURATION**

This Collective Agreement shall be effective for a period of 3 years from 1.4.2023 and may be terminated by either party with one (01) month's written notice to the other, provided however that neither party shall give such notice prior to 31.3.2026. Any notice of termination of this Agreement given by either party, prior to 31.3.2026 shall not be regarded as valid notice and shall be of no avail.

3. **PERSONS COVERED AND BOUND**

This Agreement shall cover and bind the Employer, the Union and all members of the union who are employed on permanent contracts of employment by the Employer in the factory worker grade at the Employer's plant at Kaduwela.

4. **DECLARATION OF PRINCIPLE**

- a. Both Employer and the Union accept the principle that the special consideration affecting employer are such that the wage and salary rates are a proper subject for collective bargaining between the Employer and the Union, and that the actions of other employers including Government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.
- b. In cases in which Government does provide by legislation for benefits including increases in wages,
 - i. When such benefits are more favourable to the benefits stipulated only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein,

- ii. When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein,
- c. The stipulations contained in Para (b) above are without prejudice to the principle contained in Para (a) above.

5. GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of this Agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be concluded in all the contracts of employment between the employer and the employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, the terms and conditions of this Agreement shall prevail.

6. VARIATION OF TERMS AND CONDITIONS OF EMPLOYMENT OR BENEFITS

- (a) The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary or add to all or any of the practices, terms and conditions or employment presently applicable to any of the employees covered and bound by this Agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement
- (b) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Union or

incidental hereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.

7. WAGES

- (a) As from the 1st day of April 2023 the Employer shall revise the basic wage of employees covered and bound by a sum of Rs. 9000/-
- (b) As from 1st of April 2024, the employees covered and bound shall be eligible to receive from the Employer a 10% increase with a minimum of Rs. 5,000/- by way of a basic wage revision.
- (c) As from 1st of April 2025, the Employees covered and bound shall be eligible to receive from the Employer a 10% wage increase with a minimum of Rs. 5,000/- by way of a basic wage revision.
- (d) The Union and its members agree that the basic wage revision granted in paragraphs (a), (b) and (c) above shall along with the wage revisions granted by virtue of the Collective Agreement for the period 2020-2023 shall be considered and acknowledged to have accumulatively rectified, any anomalies of the basic wage.
- (e) The Union and its members further agree that in future, it shall not in any manner urge or request from the Employer for the rectification of any anomalies in the basic wage and that subsequent wage negotiations shall solely be based on the median wage increases, granted to employees in similar industries.
- (f) It should be noted that the above-mentioned basic wage revisions in reference to the time period 2023-2026 are granted based on the current economic situation prevailing in the Country and the said basic wage revisions will not be a precedent for future revisions of the Collective Agreements.
- (g) It is also agreed by parties that a fresh criteria for the appraising performance of employees covered and bound shall be finalized in consultation with the union and its members and prior to the wage revision to be granted in the year 2026.

8. PRODUCTION INCENTIVE

Employees covered and bound by this Agreement shall continue to receive a production incentive, in terms of the current scheme applicable to them and shall not demand for any change in the existing scheme.

However, the Employer at their discretion will consider conducting an analysis into any discrepancies in reference to the existing incentive scheme.

If any discrepancies are found, the Employer will decide to make changes to the existing incentive scheme, in consideration of the approved incentive

budget, quality and efficiency in reference to the delivery of products and services.

It should be noted that, under any circumstances, no arrears payments will be made in reference to the incentive scheme.

9. EMPLOYEE GRIEVANCE HANDLING PROCEDURE

In the event of an Employee grievance, the following procedure shall be followed in resolving such grievance.

- (a) The Employee will, in the first instance discuss the grievance with the Departmental Executive.
- (b) If the grievance is not satisfactorily resolved, the Employee may then discuss the matter with the Departmental Manager. The Departmental Manager will, if necessary, in consultation with the Employer's Management endeavor to arrive at a satisfactory solution in respect of the grievance.
- (c) In the event of the grievance not being resolved at the level of the Departmental Manager, the issue in the grievance will then be discussed by the Employee with the Employee Relations Manager/Human Resource Manager of the Employer.
- (d) If no satisfactory solution is arrived at, then the issue in the grievance will be discussed by the Branch Union and the Employer's Management. At such a discussion, the number of representatives from each side shall not exceed four (4).

10. DISPUTES RESOLUTION PROCEDURE

In the event of a dispute arising out of matters that are not covered under this Collective Agreement, both parties agree they shall refer such dispute for settlement in terms of the Dispute Settlement Procedure incorporated hereunder.

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch committee to the employer, and at least two weeks given for the Employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the parent Union and to the Employers Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the parent Union, the conciliatory proceedings under the industrial disputes act should be followed.
- (d) If after conciliation has failed in the Labour Department, 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 EFC.

11. TRADE UNION ACTION

The Union and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they shall not engage in any form of trade union action in respect of any dispute related to matters covered by this Agreement.

12. CONSEQUENCES OF TERMINATION OF AGREEMENT

On the termination of this Agreement, facilities and concessions enjoyed by the Union under this Agreement shall ipso facto cease. Employee benefits as per the Collective Agreement will remain unchanged provided Employees continue with the agreed work practices, terms and conditions stipulated in this Agreement.

13. BREACHES OF THE AGREEMENT BY THE UNION AND / OR ITS MEMBERS

If in the opinion of the Employers' Federation of Ceylon, the Union or its members have committed a breach of this Agreement, then and in such event the Employer reserves the right to withdraw all or any of the facilities or benefits granted to the Employees, or Union seven (07) days after raising such breach with the Union in writing without prejudice to the Employer's right to restore such facilities or benefits upon such terms and conditions as the Employer and the employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justification of such withdrawal.

If in the opinion of the Union, the Employer has committed a breach of this Agreement then and in such event, the Union would have the right to refer such matter to the Commissioner of Labour.

14. INTERPRETATION OF AGREEMENT

Any dispute over the interpretation of this Agreement shall be settled by voluntary arbitration under section 3(i)(d) of the Industrial Disputes Act (1950).

15. DEFINITIONS

Unless the context otherwise requires the following words shall have the following meaning.

- (a) "Employee" or "Workman" shall mean an employee in the permanent establishment and covered and bound by this Agreement.
- (b) "Dispute" shall have the same meaning as an "Industrial Dispute" in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the *proviso* that it shall not include a dispute involving a variation of this Collective Agreement.

Words importing the masculine gender shall include the feminine gender.

Words importing the singular number shall include the plural number and vice versa.

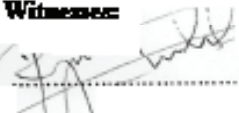
In witness hereof, the parties have set their hands to this Collective Agreement on this 24th April 2023, at the EFC Office in Rajagiriya.


For and on behalf of
American & Efird Lanka (Pvt) Ltd

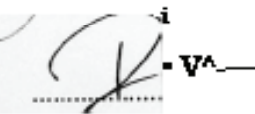
Name: Harin Gabriel
Designation: Director Operations

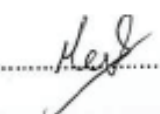

For and on behalf of
Inter Company Employees Union

Name: Sumathya Weerathunga
Designation: Senior Vice President

Witnesses:

Name: Rajitha Kiriella
Designation: Manager HR

Name: S.D.S Diasanayake
Designation: Branch President


Name: Ruvintha Wehikala
Designation: Industrial Relations Advisor, EFC


Name: Hector Pushpakumara
Designation: Branch Secretary