

**RESEARCH, LEGISLATION & LABOUR  
STANDARDS DIVISION**

**BAKING  
INDUSTRY**

**REMUNERATION ORDER**

**REGULATIONS 2003**



# THE INDUSTRIAL RELATIONS ACT

## REGULATIONS MADE BY THE MINISTER UNDER SECTION 96 OF THE INDUSTRIAL RELATIONS ACT

**GN No. 130 of 2003 Effective as from 01 07 2003**

**GN No. 137 of 2004 wef 01.07.2004**

Previous :

(G N No 45 of 1976, 155/76, 62/79, 29/81, 334/81, 110/83, 192/83, 129/90)

(GN No. 15 of 1993, 173/97, 117/98, 106/99, 145/2000, 112/2001, 161/2002)

1. These regulations may be cited as the **Baking Industry (Remuneration Order) Regulations 2003.**

2. In these regulations -

**“assistant machine operator”** means an employee who works under the supervision of a machine operator;

**"bag of flour"** means a bag of flour of a net weight of not more than 50 kilograms;

**"bakery"** means any premises used in the manufacture of bread, biscuits, cakes or pastry;

**"baking industry"** means any business, trade or undertaking for the manufacture of bread, biscuits, cakes or pastry;

**“bakery operator”** in respect of an industrial bakery or semi-automated bakery, means an employee who is required during any working period to attend to or operate a set of machines engaged in either one of the following sequences of operation –

(a) the mixing of flour up to the manufacture of raw bread; or

(b) the fermentation stage up to the unloading of the baked product;

**"basic wages"** mean wages as specified in the First Schedule;

**"brigadier"** or **"oven operator"** means an employee who is mainly engaged in firing, controlling or operating an oven, and includes an employee commonly known as "enfourneur" or "defourneur";

**"clerk"** means an employee who is in charge of materials and tools and is responsible for stocks, orders and issues thereof, and for the keeping of records;

**"continuous employment"** means the employment of an employee under an agreement or under more than one agreement where the interval between one agreement and the next does not exceed 28 days;

**"continuous service"**, for the purposes of paragraph 4, 7 and 8 of the Second Schedule, means -

- (a) in respect of an employee performing night work in a bakery as specified in paragraph 1(3) of the First Schedule, 216 days' work;
- (b) in respect of any other employee, 252 days' work, in any period of 12 consecutive months;

**"coupeur"** means an employee who is engaged wholly or mainly in cutting dough for loaves;

**"driver"** means an employee who holds a valid driving licence, drives and is in charge of a motor vehicle used exclusively in the baking industry;

**"earnings"**

- (a) means basic wages; and
- (b) includes -
  - (i) wages for work done in excess of a normal day's work or on a public holiday;
  - (ii) in the case of an employee specified in paragraph 1(3) of the First Schedule, any amount earned for additional bags manipulated; and
  - (iii) remuneration paid under paragraphs 4, 7(1), 8 and 9(1)(a), (2) and (4) of the Second Schedule;

**"employee"** means a person who is employed in the baking industry;

**"employer"** means an employer in the baking industry;

**"fleurage"** means dry flour used for the purpose of handling dough;

**"handpacker"** means an employee employed in the baking industry and who is required to do one or more of the following duties -

- (a) slicing of loaves or other bakery products;
- (b) carrying out manual sorting of bakery products;

- (c) wrapping and packing of bakery products by hand or mechanically in boxes, bags or otherwise;
- (d) placing labels on bakery products by glueing or otherwise;
- (e) carrying out any other similar or related task of a repetitive or routine nature.

**“handyperson”** means an employee engaged in an industrial bakery or semi-automated bakery to assist the bakery operator and to perform any other casual piece of work in the bakery;

**"industrial bakery"** means a bakery where mechanical power is used throughout the bread-manufacturing process, except the cutting process in the manufacture of “pain maison” which is done manually, and which should be equipped with the following machines -

- (a) a flour sieve (manual or mechanical),
- (b) electric mixer(s),
- (c) rack oven(s),
- (d) water cooler,
- (e) a fermentation room; and
  - (i) in case “pain baguette’ is manufactured, an electrical dough-divider and a moulder;
  - (ii) in case “pain rond” is manufactured, an automatic dough dividing-rounding machine; and
  - (iii) in case”pain maison” is manufactured, a moulder;

**“machine operator”** means an employee who is responsible for the operation of a machine to process or cut dough, but does not include a "coupeur" or a "mixer";

**"mechanised bakery"** means a bakery where mechanical power is used in any part of the manufacturing process;

**“Minister”** means the Minister to whom responsibility for the subject of labour is assigned;

**"mixer"** means an employee who is engaged in the mixing of flour and the appropriate ingredients for the preparation of dough, either manually or mechanically, and includes an employee commonly known as "petrisseur", "façonneur", "pâtissier" or "décorateur";

**"salesperson"** means an employee who is engaged exclusively in the actual sale of bread, biscuits, cakes or pastry in or outside a bakery on behalf of a baker, and is responsible for the proceeds of the sale;

**"semi-automated bakery"** means a bakery where all production operations, except the cutting process in the manufacture of "pain maison" which is done manually, are mechanically processed by means of electronic machines, and which should be equipped with the following machines -

- (a) a flour sieve (manual or mechanical),
- (b) a water-cooler,
- (c) a water meter,
- (d) electric mixer(s),
- (e) elevator(s),
- (f) rack oven(s),
- (g) a fermentation room; and
  - (i) in case "pain baguette" is manufactured, an automatic baguette-line equipped with an automatic divider, a conical-rounder, intermediate proofers and a moulding station;
  - (ii) in case "pain rond" is manufactured, an automatic dough dividing, rounding and depositing machine; and
  - (iii) in case "pain maison" is manufactured, a moulder or the same equipment as provided in subparagraph (i) above;

**"team"** means -

- (a) in respect of a semi-automated bakery, a group of employees comprising 2 bakery operators and at least 2 handypersons; and where "pain maison" is also manufactured, at least 2 "coupeurs";
- (b) in respect of an industrial bakery, a group of employees comprising 2 bakery operators and at least 3 handypersons; and where "pain maison" is also manufactured, at least 2 "coupeurs"; and
- (c) in respect of a mechanised bakery, a team of not less than 9 employees comprising 2 coupeurs, 1 brigadier, 3 mixers and 3 unskilled employees;

**"unskilled employee"** means an employee, commonly known as "manoeuvre" or helper, who is required to perform any casual piece of work in a bakery.

3. (1) For the purpose of computing an employee's continuous service –
  - (a) every day on which an employee is absent on approved annual leave or sick leave;
  - (b) a day on which an employee is on prolonged illness;
  - (c) everyday on which an employee is absent on maternity leave;
  - (d) a day on which an employer is unable to provide work;
  - (e) a day on which a cyclone warning Class III or IV is in force; or
  - (f) injury leave, following injury arising out of and in the course of employment, shall be deemed to be a day at work.
- (2) Any amount payable under paragraphs 4, 7, 8 and 9 of the Second Schedule, shall be determined as specified in the First Schedule.
  
4. (1) Subject to the other provisions of this regulation and regulation 8, every employee shall be -
  - (a) remunerated at the rate specified in the First Schedule which is inclusive of the additional remuneration prescribed by the Additional Remuneration Act;
  - (b) governed by the conditions of employment specified in the Second Schedule.
- (2) Where a scale of wages applies to an employee, he shall be entitled to –
  - (a) the initial wages prescribed in the scale which applies to him; and
  - (b) one increment in respect of every period of 12 months' continuous employment he reckons with his employer in the category in which he is employed.
- (3) The rate payable to a "coupeur" in an industrial bakery or a semi-automated bakery shall be that specified for a "coupeur" in paragraph 1(3) of the First Schedule and paragraph 1(4) of the Second Schedule.

- (4) The remuneration for work performed at night by bakery operators and handypersons in the semi-automated bakery and the industrial bakery shall be calculated as specified in paragraph 1(1) and (2) of the First Schedule.
  - (5) The remuneration for additional bags in respect of employees specified at paragraph 1(3) of the First Schedule shall be calculated on the basis of one-thirteenth of the basic wages times one and a half for every additional bag.
  - (6) Where an employee is called upon to replace another employee drawing higher wages, he shall be paid the wages payable to that other employee.
  - (7) (a) Where the amount of work specified in paragraph 1(3)(a) of the Second Schedule is performed by a lesser number of employees than that specified for a team, the remuneration that would have accrued to an absent employee shall be equitably distributed among those who have performed the work of the absent employee.  
(b) In the event of any disagreement among the employees under subparagraph (a) as to the distribution of the remuneration of an absent employee, the distribution shall be in such manner as may be determined by the Principal Labour Officer.
5. No employee, other than an unskilled employee or a handyperson, shall be compelled to clean a bakery.
6. (1) Every employer shall keep -
- (a) an attendance book in the form set out in the Third Schedule;
  - (b) a wages book in the form set out in the Fourth Schedule;
- (2) Every employer in a bakery specified in paragraph 1 of the First Schedule shall keep a flour manipulation record book in the form set out in the Fifth Schedule.
7. Any agreement by an employee to relinquish his right to a paid holiday or to forego such leave shall be void.

- 8.** Nothing in these regulations shall -
- (a) prevent an employer from remunerating an employee at a rate higher than that specified in the First Schedule or from providing him with conditions of employment more favourable than those specified in the Second Schedule;
  - (b) authorise an employer to reduce an employee's remuneration or to alter his conditions of employment so as to make them less favourable.
- 9.** The Baking Industry (Remuneration Order) Regulations 1993 are repealed.
- 10.** These regulations shall be deemed to have come into operation on 01 July 2003.

Made by the Minister on 13 August 2003.

\*\*\*\*\*



## **SECOND SCHEDULE**

( regulations 3, 4 and 8 )

### **1. Specific provisions applicable to employment in bread manufacture**

#### **PART A. Provisions applicable to all types of Bakery (Mechanised, Industrial and Semi-automated)**

- (1) (a) Night work shall start not earlier than 5.00 p.m. and end not later than 7.00 a.m. on the following day.
- (b) Day work shall start not earlier than 5.00 a.m. and end not later than 7.00 p.m.
- (c) Every employee shall be entitled during every working period to –
  - (i) a meal break of one hour; and
  - (ii) 2 tea breaks of 15 minutes each, the first to be taken not earlier than 2 hours before the meal and the second not later than 2 hours after the meal.
- (d) The employer shall provide tea, during each of the tea breaks during night work, to the employee.

#### **PART B. Provisions specifically applicable to the Mechanised Bakery**

- (2) Every employee in a night team shall work on a roster basis of 4 days' work followed by 2 days' rest and every employee in a day team shall work on a roster basis of 6 days' work followed by 1 day's rest.
- (3) (a) A team may be required to manipulate, including fleurage, not less than -
  - (i) 13 bags of flour during day work; or
  - (ii) 20 bags of flour during night work; and
- (b) Where a team is required to manipulate more than the number of bags specified in paragraph (a) of this subparagraph, the number of bags to be manipulated shall be indicated at the start of work.
- (4) An employee specified in paragraph 1(3) of the First Schedule who performs -
  - (a) work on a public holiday, shall be paid at twice the rate specified in the Schedule;

- (b) night work which falls partly on a public holiday and partly on a day other than a public holiday shall be paid for that night work at one and a half times the rate specified in the Schedule.
  - (5) Where a team is required to manipulate a number of bags of flour which is less than the number of bags specified in subparagraph (3)(a), every employee of that team shall be paid -
    - (a) subject to paragraph (b) of this subparagraph, as if the team had manipulated the number of bags specified in subparagraph (3)(a) in respect of that team;
    - (b) in the case of an employee performing night work -
      - (i) in accordance with paragraph (a) of this subparagraph; or
      - (ii) by agreement between the employee and the employer -
        - (A) at the rate specified in paragraph 1(3) of the First Schedule, in respect of the actual number of bags manipulated; or
        - (B) the daily basic wage specified in paragraph 1(3) of the First Schedule,
- whichever is the higher.

**PART C. Provisions specifically applicable to Industrial Bakery & Semi-automated Bakery**

- (6) (a) Every employee in a night team shall work on a roster basis of 4 days' work followed by one day's rest and every employee in a day team shall work on a roster basis of 6 days' work followed by 1 day's rest.
- (b) A normal day's work for an employee in a team in an industrial bakery or semi-automated bakery during any working period shall, excluding time allowed for meal and tea breaks, consist of 8 hours.
- (7) Where an employee, other than a "coupeur" -
  - (a) works on a public holiday, he shall be remunerated -
    - (i) for the first 8 hours, at twice the basic rate; and
    - (ii) thereafter, at three times the basic rate;

- (b) performs more than a normal day's work on any day, other than a public holiday, he shall be remunerated at one and half times the basic rate per hour.

## **2. Specific Provisions applicable to employment other than in bread manufacture**

- (1) The normal working week for an employee shall, excluding time allowed for lunch and tea breaks, consist of 45 hours, made up of 8 hours on 5 days of the week and 5 hours on one day of the week.
- (2) An employee shall be entitled on every working day to -
  - (i) a lunch break of one hour;
  - (ii) 2 tea breaks of 15 minutes each, the first to be taken not earlier than 2 hours before lunch and the second not later than 2 hours after lunch.
- (3) Where an employee -
  - (a) works on a public holiday, he shall be remunerated –
    - (i) for the first 8 hours, at twice the basic rate; and
    - (ii) thereafter, at three times the basic rate;
  - (b) performs more than a normal day's work on any day, other than a public holiday, he shall be remunerated at one and a half times the basic rate per hour.

## **3. Notional calculation of basic rate**

For the purpose of determining remuneration due for extra work or for any other cause -

- (a) a month shall be deemed to consist of 26 days;
- (b) a day shall be deemed to consist of 8 hours.

## **4. Extra remuneration for public holidays**

- (1) Where an employee, other than a monthly paid employee or an employee specified in paragraph 1(3) of the First Schedule, has been in continuous service with the same employer, he shall be entitled, in the following period of 12 consecutive months, to a normal day's pay in respect of every public holiday, other than a Sunday, that occurs while he is in the service of the employer and on which he is not required to work.

- (2) Where an employee who would otherwise have been entitled to a normal day's wages under subparagraph (1) or a monthly paid employee is called upon to work on a public holiday, other than a Sunday, he shall be paid at the end of the next pay period one normal day's wages in addition to any remuneration due under paragraphs 1(7)(a) or 2(3)(a)(i), as the case may be.

### **5. Meal allowance**

Where an employee, other than an employee or an employee specified in subparagraph 1(3) of the First Schedule, has completed a normal day's work and is required to perform extra work beyond 7.00 p.m., he shall, in addition to any payment due for the extra work, be also paid a meal allowance of **25 rupees** in respect of that day.

### **6. Payment of remuneration**

- (1) Every employee shall be paid his wages during working hours –
- (a) in the case of a monthly paid employee, not later than the second working day in the following month;
  - (b) in any other case, not later than the last normal working day of the week.
- (2) Every employer shall, at the time of paying the wages of an employee issue to him a payslip, signed by the employer or any person authorised by the employer, stating *inter alia* -
- (a) the employee's name, category, rates of pay and his national identity number;
  - (b) the total number of days on which he was present at work;
  - (c) where applicable, the hours of extra work and the corresponding extra payment;
  - (d) his total wages and each item of allowance;
  - (e) every deduction made and the reasons thereof; and
  - (f) such other particulars as may be required by the Minister.

## **7. Annual leave**

- (1) Subject to subparagraph (2), where an employee has been in continuous service with the same employer, he shall be entitled to 14 working days' leave on full pay during the following period of 12 consecutive months.
- (2) (a) Subject to subparagraph (b), 7 days of the leave may be taken either consecutively or otherwise, provided the employee has given reasonable notice to his employer;  
(b) the employer shall not, without reasonable cause, withhold the granting of leave under subparagraph (a); and  
(c) the remaining 7 days shall be taken at such time as the employer and the employee may agree or, in default of agreement, at such time as the employer shall determine.
- (3) Subject to subparagraph (4), where an employee has not taken or been granted all the leave to which he is entitled under subparagraph (1), he shall be paid a normal day's pay in respect of each day's annual leave still due at the end of that period.
- (4) Subparagraph (3) shall not apply where an employee is, before the expiry of the period of 12 months, dismissed for misconduct.

## **8. Sick leave**

- (1) Where an employee who has been in continuous service with the same employer is sick, he shall, subject to subparagraph (2), be entitled during the following period of 12 consecutive months to –
  - (a) 21 days' sick leave on full pay; and
  - (b) a further period of 15 days on half pay in respect of any time which is –
    - (i) wholly spent in a clinic or hospital; or
    - (ii) certified by a medical practitioner of the clinic or hospital as necessary for the recuperation of the employee's health after his discharge from the clinic or hospital.

- (2) Where an employee is absent owing to sickness he shall notify his employer of the fact on the first day of absence, unless he is genuinely unable to do so, in which case he shall do so not later than on the second day of absence and, if he remains sick for more than 4 consecutive days, he shall forward a medical certificate to that effect so as to reach his employer not later than on the fifth day of absence.
- (3) An employer may, at his own expense, cause a medical practitioner to examine an employee who is absent owing to sickness, with the employee's consent.

### **9. Maternity protection**

- (1) Subject to subparagraph (3), where a female employee has remained in continuous employment with the same employer for 12 months immediately preceding her confinement, she shall, on production of a medical certificate, be entitled to -
  - (a) 12 weeks' leave on full pay to be taken at her discretion before and/or after confinement provided that at least 6 weeks' leave shall be taken immediately following the confinement; and
  - (b) an allowance of **Rs2,000** payable within 7 days of her confinement.
- (2) Where a female employee who has remained in continuous employment with the same employer for 12 months suffers a still-birth which is duly certified by a medical practitioner, she shall be entitled, upon the advice of her medical practitioner, to opt either for 2 weeks' leave or 12 weeks' leave on full pay, the latter to be drawn from the 3 confinements provided in the regulations.
- (3) Where a female employee who has at any time had 3 confinements is pregnant, she shall not be entitled to the benefits specified in subparagraph (1) but she shall be entitled to only the leave specified in subparagraph (1)(a) or 2 as the case may be, without pay.
- (4) Where a female employee suffers a miscarriage which is duly certified by a medical practitioner she shall be entitled to a minimum of 2 weeks' leave on full pay, immediately after the miscarriage.
- (5) Every female employee who has entered in the seventh month of pregnancy shall be offered, as far as is practicable and at her request, all appropriate working facilities as recommended by her medical practitioner.

- (6) Subject to subparagraph (7), where a female employee is nursing her unweaned child, she may require her employer to grant her at such time as is convenient to her -
  - (a) a break of one hour daily; or
  - (b) a break of half an hour twice daily,  
for the purpose of nursing her unweaned child.
- (7) The employer may require a break under subparagraph (6) to be taken immediately before or after a meal or tea break.
- (8) No break under subparagraph (6) shall be deducted from the number of hours of work of the employee.

#### **10. Overseas leave**

- (1) Every employer shall grant to every employee reckoning continuous employment with him for a period of at least 15 years, one overseas leave of at least two months to be spent wholly abroad.
- (2) At least one month of the leave specified in subparagraph (1) shall be with pay, such pay being effected in advance and at least 7 days before the employee proceeds abroad.
- (3) For the purposes of extra remuneration for public holidays, annual leave, sick leave, maternity protection and end of year bonus, such overseas leave shall be deemed to constitute attendance at work.

#### **11. End of year bonus**

- (1) Every employee who has remained in continuous employment with the same employer for one year shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.
- (2) Every employee who -
  - (a) takes employment during the course of the year;
  - (b) is still in employment as at 31 December; and
  - (c) has performed a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of that year to a bonus equivalent to 1/12 of his earnings for that year.

- (3) Seventy-five per cent of the expected bonus specified in subparagraphs (1) and (2) shall be paid not later than 5 clear working days before 25 December and the balance not later than on the last working day of the same year.
- (4) For the purpose of this paragraph, a day on which an employee -
  - (a) was absent with his employer's authorisation;
  - (b) has reported for work but has not been offered work by his employer; or
  - (c) has absented himself on ground of -
    - (i) illness after notification to his employer under paragraph 8(2); and
    - (ii) injury arising out of and in the course of employment,shall be reckoned as a working day.

## **12. Travelling benefits and facilities**

- (1) Every employee shall be entitled to free transport or be paid the return bus fare where no free transport is available if the distance between his residence and the place where he reports for work exceeds 3 km.
- (2) Subject to the distance limit specified in subparagraph (1), every employee who attends work by his own means of transport shall be entitled to an allowance equivalent to the corresponding return bus fare.
- (3) Where an employee is required by his employer to attend or cease work at any time when no public bus service is available, the employer shall, irrespective of the distance between the place of residence and the place of work, provide appropriate free means of transport -
  - (a) from the employee's residence to his place of work; or
  - (b) from the employee's place of work to his residence, such transport being provided from, or up to, the nearest practicable place from the employee's residence.



### **13. Uniforms & protective equipment**

- (1) Subject to subparagraph (2) and paragraph 14(3) every employer shall, not later than the 31 January in each year, provide -
  - (a) two headgears and two aprons of suitable white material and one pair of canvas shoes to every employee specified in paragraphs 1, 2, 3 and 4(4) of the First Schedule;
  - (b) a pair of suitable and appropriate heat resistant gloves to every brigadier, oven operator and bakery operator operating the oven;
  - (c) a pair of woollen gloves to every machine and assistant machine operators.
- (2) Every employer shall provide to the employees specified in subparagraph (1) on their assumption of service the appropriate uniforms and protective equipment.
- (3) The headgears, aprons and gloves provided under this paragraph shall remain the property of the employer.

### **14. Conveniences and facilities**

- (1) Every employer shall provide and maintain in good hygienic condition, for use by his employees -
  - (a) a messroom with an appropriate number of tables and chairs; and
  - (b) a bathroom and a toilet.
- (2) Every employer shall in addition provide to every employee specified in paragraphs 1, 2, 3 and 4(4) of the First Schedule -
  - (a) a pair of towels every year; and
  - (b) one toilet soap every month.
- (3) Notwithstanding the protective equipment granted under paragraph 13 and the conveniences and facilities granted under this paragraph, the employer shall abide by the provisions of the Occupational, Safety, Health and Welfare Act.

### **15. Gratuity on retirement before 60 on medical grounds**

- (1) Where an employee who has been in the continuous employment of an employer for not less than 10 years retires before the age of 60 on ground of permanent incapacity to perform his work duly certified by a Government Medical Practitioner, the employer shall pay a gratuity to him.
- (2) The gratuity specified in subparagraph (1) shall be paid in a lump sum and calculated on the basis of 15 days' basic wages per year of service irrespective of any benefits the employee may be entitled to under the National Pensions Act.

### **16. Death grant**

- (1) Where an employee who has remained in continuous employment with the same employer for not less than 12 consecutive months dies, the employer shall pay an amount of **3,500** rupees to -
  - (a) his spouse ; or
  - (b) if he leaves no spouse, the person who has borne the funeral expenses.
- (2) For the purpose of subparagraph (1), "**spouse**" means the person with whom the deceased employee had contracted a civil or religious marriage and with whom he was living under a common roof at the time of his death.

### **17. Gratuity at death**

- (1) Where an employee who has been in the continuous employment of an employer for not less than 10 years dies, the employer shall pay a gratuity.
- (2) The gratuity specified in subparagraph (1) shall be paid -
  - (a) in a lump sum and calculated on the basis of 15 days' basic wages per year of service;
  - (b) to the deceased employee's surviving spouse or where he leaves no surviving spouse, in equal proportion to his dependants;



**THIRD SCHEDULE**

*( regulation 6(1)(a) )*

**ATTENDANCE BOOK -- YEAR .....**

Name of employee ..... Age .....

Category .....

Date of entry in employment .....

Date	Time of Arrival	Signature of employee	Time of Departure	Signature of employee	Overtime Hours			Signature of employer
					x 1.5	x 2	x 3	

**FOURTH SCHEDULE**

*( regulation 6(1)(b) )*

**WAGES BOOK --- YEAR .....**

Name of employee ..... Age .....

Category .....

Date of entry in employment .....

Pay Period: From ..... To .....

Date of payment	Basic wages	Overtime/Additional Bags			Total wages	Advance	Deductions	Balance	Signature of Employer or representative	Signature of employee
		Normal rate x 1.5	Normal rate x 2	Normal rate x 3						

**FIFTH SCHEDULE**

*( regulation 6(2) )*

**FLOUR MANIPULATION RECORD**

DAY / NIGHT WORK

Date	No. of Bags/kg		Time started	Time ended	Signature of employer	Signature of coupeur/ employee
	Pain Maison	Other				

-----