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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2262/47 – 2022 ජනවාරි 14 වැනි සිකුරාදා – 2022.01.14

No. 2262/47 – FRIDAY, JANUARY 14, 2022

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1813.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between **De La Rue Lanka Currency & Security Print (pvt) Limited, Export Processing Zone, Biyagama, Malwana** of the one part and the **Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Battaramulla** of the other part on **12th November, 2020** 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.
06th January, 2022.



Collective Agreement No. 04 of 2021

COLLECTIVE AGREEMENT

THIS Collective Agreement made on this 12th of November, 2020, pursuant to the Industrial Disputes Act, between De La Rue Lanka Currency & Security Print (Pvt) Limited, a Company incorporated under the laws of Sri Lanka, having its principal place of business at Export Processing zone, Biyagama, Malwana of One part (hereinafter referred to as " the Employer") and the Inter Company Employees Union, a Trade Union registered under the laws of Sri Lanka, having its registered office at 259/9, Sethsiri Mawatha, Koswatta, Battaramulla, of the other part, (hereinafter referred to as " the Union")witnessst and it is hereby agreed between the parties as follows:

1. ***Parties to be covered and bound***

This Agreement shall cover and bind De La Rue Lanka Currency & Security Print (Pvt) Limited, the Inter Company Employees Union and employees of the Employer in manual grades on permanent monthly contracts of Employment (hereinafter referred to as " Employees").

2. ***Date of Operation and Duration***

This Agreement shall be effective for a period of 12 months from the 1st day of July, 2020 and shall be in force till 30th of June, 2021 and shall thereafter continue to be in force unless it is repudiated by either party giving one month's notice in writing to the other, provided however, that neither party hereto shall give such notice to the other before the 30th day of June, 2021.

All parties agreed to put forward their proposals for renewal of the Collective Agreement, In writing, at least 6 months prior to expiry of the Agreement.

3. ***Revision of basic salaries:***

- (i) Salaries drawn by employees covered and bound by this Agreement shall be revised in the following manner; 1st July, 2020- 5%
- (ii) De La Rue believes in recognizing and rewarding the best performers, hence the company at its discretion may grant additional rewards to best performers depending on the availability of budgetary allowances.

4. ***Bonus***

Without prejudice to the claim of the Employer that bonus payments are ex- gratia, the Employer shall continue to pay two months' salary as annual bonus.

The hitherto practice with regard to the time of payment and deductions based on attendance, penalties made after a domestic inquiry, unauthorized absence shall continue. New employees shall enjoy the benefit of the bonus proportionately. The current practice of 25% forfeiture of annual bonus for disciplinary written warnings will continue.

5. ***Production bonus***

- i) The Employer shall continue to make payment of a production bonus equivalent to one month's salary of an employee subject to the achievement of the conditions of SSQCDP which, will be published at the beginning of the financial year.
- ii) However, it is also agreed by the Employer to make payment on pro- rata basis of the production bonus in the event each of the said criteria is achieved based on the weights in percentages are mentioned against each criterion.

- iii) Parties agree that the Employer reserves its right to 10% of forfeiture on production bonus payable on account of written warnings issued after a proper investigation.
- iv) In addition to the above, the deduction from the production bonus shall also be made on account of absence and shall be pro-rated on a weekly basis. This condition shall be applicable for any period of absence over and above the stipulated leave entitlement. E.g. Deduction of 1/52 of production bonus for every 5 days absence.

6. **Shift allowance:**

Subject to the present criteria of payment it is agreed by parties that the shift allowances will be as follows for the duration of the duration of the Agreement:

1 st Shift (6.00 a.m. to 2.00 p.m.)	-	Rs. 120.00
2 nd Shift (2.00 p.m. to 10.00 p.m.)	-	Rs. 150.00
3 rd Shift (Night Shift)	-	Rs. 850.00

7. **Medical benefits**

- i) OPD - The Employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs. 30,000/- per year and such amount shall be offered to each confirmed employee as a family unit.
- ii) Hospitalization Insurance - The Employer shall pay the premium for Hospitalization Insurance as a family unit, in respect of hospitalization up to a maximum of Rs. 130,000/- per employee per annum.

8. **Compassionate leave - leave for funerals**

The Company agrees to increase the leave for funerals from 2 to 3 days and in the event the funeral precedes a weekend or 'days off' the leave will be considered from the following working day, but it must be within 7 days of the death of the relevant family member. The family under consideration for the intents and purposes of the leave are as follows ;

- Parents.
- Spouse
- Children
- Own siblings (brothers and sisters)
- Own maternal or paternal grandparents
- Mother - In - Law / Father - In - Law

9. **Shift handover / take over time**

The shift handover / take over time to remain as ten (10) minutes in order to ensure smooth continuation of work between shifts. Effective shift times will be as follows,

1 st Shift	- 5.55 a. m. to 2. 05 p. m.
2 nd Shift	- 1.55 a. m. to 10. 05 p. m.
3 rd Shift	- 9.55 a. m. to 6. 05 p. m.

10. **Trade Union Action**

The Union and the Employees jointly and severally agree that they shall not, during the operation of this Agreement, take or resort to any form of Trade Union action in respect of any matter covered by this Agreement.

Further, the Union agrees that in the event of any form of trade union action the uniformed security personnel will not put the site at risk by taking part in the trade union action. The uniformed security will at all times agree to follow the sites security procedures including instructions and guidance provided by the site's Security Manager and the Plant Manager or in absence of the Plant Manager the Acting Plant Manager with 100% compliance to ensure that the site is not at risk under any circumstance.

The uniformed security personnel agree to continue to report for duty and carry out their routine work responsibilities in full despite any form of collective action by the trade union. Additionally, the Security personnel agree to carry out and complete work/tasks that they are engaged in at the time of the industrial action both inside and outside the site until it is completed in line with normal or enhanced security procedures in full, e.g: inspecting loading operations, guarding or escorting duties will be carried out despite any trade union action, however, it is noted that new tasks of escorting and loading will not be undertaken during collective action. Utmost priority will be given to ensure the site's security is maintained during any form of collective action.

11. ***Dispute Settlement Procedure***

- a) The Union and the Employees jointly and severally agree that any dispute/problem/issue that may arise between the parties, in respect of any matter not covered by this Agreement, to resolve such dispute/problem/issue in the manner provided in clauses (b) to (e) below.
- b) 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 14 days given for the Employer to resolve the dispute. This letter should be date stamped by the HR and handed back into the Union Representative.
- c) 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.
- d) 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.
- e) If after conciliation has failed in the labour Department, the Union wished to take Trade Union action, written notice should be given of not less than fourteen days (14) to the Employer and the EFC regarding such Trade Union action. For the avoidance of doubt, this is addition of the 14 days above in (b).

It is reaffirmed by parties to adhere to the dispute resolution procedure stated above in resolving any disputes.

12. ***Co-operation between the parties***

- i) The Employer agrees to continue with the facility of remitting check off directly to the Union.
- ii) The Employer will continue to grant the facility of permitting the President and the Secretary of the branch to attend monthly meetings of the Union. The Employer also agrees to release not more than two employees to attend to Training Programmes/ Seminars conducted by the Union, not more than twice in each calendar year provided, however, that the Union request in writing for this facility with sufficient notice to the Employer.
- iii) Employees agree to continue to extend their fullest co-operation in respect of enhancing productivity at the work place, which include the following:
 - a) Employees will extend their fullest co-operation in respect of any change in work arrangements and shift operations to facilitate production requirements. The Employer agrees to discuss with the Union and the employees, proposed changes in work arrangements in advance.

- (b) Changes in relation to work arrangements and shift operation as currently practiced at the work place. In this regard it is agreed by the Employer to discuss in advance with the Union and the employees, of any changes it proposes to implement in relation to work arrangements.

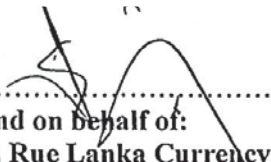
As such, the Union is agreeing that during periods where there is no work to run machines/ packing, the crew/s will remain at home unless otherwise the Company has work in other departments in Production to deploy them. A prior communication will be done to the Union and the employees in this regard.

- (c) Flexibility to move within currently practiced shift patterns to facilitate training and multi-skilling, manning of new machinery and production requirements will be continued and carried out to ensure optimization of human capital. I.e., it is the prerogative of the management to move shifts around to ensure that the product/site Security concerns are addressed.
- (d) The Union has agreed that Uniformed Security Personnel vacancies which arise due to retirements/ resignations will not be backfilled by permanent cardres. Ten (10) vacancies will be backfilled by 3rd party security who will be engaged to over the period. This is in order to comply with the ISO 14298 standards observations and non- conformances.
- (e) All vacancies arising on site will be recruited as per Group's Recruitment Policy. I.e. failing to source for the right candidate internally will result in the Company sourcing the suitable candidate externally. In the interest of development of internal candidates the applicants should be given feedback as to what/ where they need to improve.
- (f) All activities connected to the management of quality, environment, health and safety, implementation of international standards, continuous improvement and training activities.
- (g) All necessary measures in relation to handing over of work between shifts. In view of this undertaking, the Employer will continue to implement the present practice of granting a agree period of five minutes in the event the employee report late.
- (h) Taking all necessary measures by employees in the Maintenance Division in respect of breakdowns in order to minimize the impact on production including flexibility to work during factory shut- downs (New year, Wesak, Christmas and 4 other days, which will be agreed by both parties in November for the following calendar year) if required for annual maintenance and other maintenance matters.

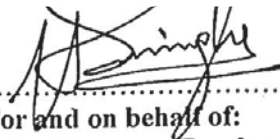
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In case of a dispute arising as to the interpretation of this collective Agreement, the English original shall prevail.

In witness where of the parties aforesaid have here unto set their hands at Colombo on this 12th day of November Two Thousand and Twenty.

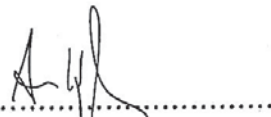

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For and on behalf of:
**De La Rue Lanka Currency & Security
Print (Private) Limited**

Name : W.M.G.T.D Wijesinghe
Designation: Director

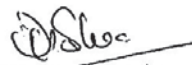

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For and on behalf of:
**Inter Company Employees
Union**


Name : Wasantha Samarasinghe
Desig: President of ICEU

&

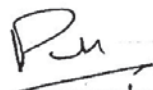

.....
Name : Andrew Hydes
Designation: Director

Witnesses 1:


.....
Maduka de Silva
Plant Manager
De La Rue Lanka Currency and Security
Print (Pvt) Limited.


.....
Lakmal Dhanushka
Branch President - ICEU

Witnesses 2:


.....
Prasad de Silva
Senior Asst. Director-General
The Employers' Federation of Ceylon


.....
Kavinda Paranehewa
Branch Secretary - ICEU

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Varun Beverages Lanka (Pvt) Limited, No. 140, Low Level Road, Embulgama, Ranala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatta, Talangama of the other part on 28th December, 2020 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,
06th January, 2022.

Collective Agreement No. 07 of 2021

Collective Agreement

By & Between

Varun Beverages Lanka (PVT) ltd.

and

inter company employees union

dated : 28th December, 2020

Collective Agreement

This Agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this 28th day of December 2020:

BETWEEN

Varun Beverages Lanka (Private) Limited a company duly registered under the Companies Act No. 07 of 2007 and having its registered office at No: 140, Low Level Road, Embulgama, Ranala in the said Republic (hereinafter called and referred to as "Employer or VBLL or The Company" which term or expression as herein used shall where the context so requires or admits mean and include the said Varun Beverages Lanka (Private) Limited and its successor or successors)

AND

Inter Company Employees Union, a trade Union duly registered under the laws of Sri Lanka and having its registered office at No: 259/9, Sethsiri Mawatha, Koswatta, Talangama in the said Republic (hereinafter called and referred to as "The Union" which term or expression as herein used shall where the context so requires or admits mean and include the said "Inter Company Employees Union" and its successor and successors)

1. **Title:**

This Agreement shall be known and referred to as the Intercompany Employees Union - Varun Beverages Branch Manual and Operative Grades Employees Collective Agreement of 2021.

2. Parties Covered and Bound.-

The provisions of this Agreement shall apply to the Employer, the Union and its members in the Manual and Operative Grades engaged on Permanent basis in the Company. The Provisions of this Agreement shall not apply to trainees / apprentices / outsourced employees (off Role).

3. Duration.-

This Agreement shall take effect from the first day (01st) of January Two Thousand and Twenty - One (2021) and shall continue to remain in force till Thirty - first day (31st) of December Two Thousand and Twenty - Three (2023). Further, it is agreed by and between parties that neither shall attempt to vary or alter the terms of this agreement during the pendency of same. This Agreement shall, unless otherwise terminated by either party giving two month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to the Thirty First (31st) day of October Two Thousand and Twenty - Three (2023), and the Agreement shall not stand terminated prior to the Thirty First (31st) day of December Two Thousand and Twenty - Three (2023).

4. Salaries.-

With effect from 01st day of January 2021 the salaries of the employees covered and bound by this Agreement will be increased in the following manner subject to performance appraisal grades. The following revisions will be strictly subject to achieving the production norms and efficiency parameters set out in SCHEDULE (01)

Salary Increase - Period	Performance Appraisal Grade - A	Performance Appraisal Grade - B	Performance Appraisal Grade - C
01 ST January 2021 to 31 ST December 2021	Rs.4250.00	Rs.4000.00	Rs. 3750.00
01 ST January 2022 to 31 ST December 2022	Rs.4250.00	Rs.4000.00	Rs. 3750.00
01 ST January 2023 to 31 ST December 2023	Rs.4250.00	Rs.4000.00	Rs. 3750.00

5. Bonus:

If Company gains a profit in a financial year, employees will be paid a bonus as per the discretion of the management.

6. Annual Picnic:

The Employer agrees to facilitate the annual picnic as per the existing practice of the company. The annual picnic shall not disturb the day-to-day production process and it shall organize by the Union with the consultation of the Employer's Human Resources Department. If due to operational exigencies of the business, this should be organized on the mutual understanding and approval of Head of the Department, DGM - plant/DGM - Quality Assurance / Senior Manager - Maintenance and the GM - plant is mandatory.

7. Shift Allowance:

The Employer agrees to pay Rs. 150.00 as Night shift allowance to employees engaged in the third shift, from 11.00 pm. to 7.00 am with effect from 01ST day of January 2021.

8. Safety Instructions / Uniforms / PPE's:

All employees should follow the safety instructions and safeguards. The Company will provide required uniforms as per the existing practice and one pair of safety shoes to each Manual & Operator grades employees in the plant, every year as a part of their uniform. Failure to wear uniforms / safety shoes / Personal Protective Equipment while on duty will result in disciplinary action against employees.

9. Productivity Improvement, Elimination of Waste and Ensuring Product Integrity:

The employees agree to co-operate with the Employer to enhance productivity levels and to minimize waste in all forms in the mutual interest of preserving the future of Varun Beverages Lanka (Pvt) Limited. The employees confirm that they will take every step and make every effort to ensure product integrity.

10. Trade Union Action:

The Union and the employees agree that they shall not during the pendency of this Agreement make any demands for wage increases or related allowances / payments, over and above those stated in this agreement. The Union and the employees further agree that they shall not resort to any form of trade union action relating to any matter covered by this Agreement.

11. Disputes Settlement Procedure:

In the event of any industrial dispute that may arise on a matter not covered by this Agreement, parties shall endeavor to have it settled by following the dispute resolution procedure set out below.

- (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, conciliatory proceedings under the industrial Disputes Act should be followed;
- (d) If after the 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 regarding such Trade Union action.

12. Force Majeure:

No Party shall be responsible or liable for any delay or failure to perform its obligations under this Contract due to unforeseen circumstances or any event which is beyond that party's reasonable control and without its fault or negligence, including but not limited to, acts of God, war, riots, acts or terror, internal strife, embargoes, strikes, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under applicable laws, fire, tsunami, storms or floods.

10A

In witness hereof parties have set their hands hereunto on this Twenty - Eight (28th) day of December Two Thousand and Twenty (2020) at Colombo.

FOR AN ON BEHALF OF
VARUN BEVERAGES LANKA (PVT) LIMITED



NAME: ACHAL KUMAR
DESIGNATION: DIRECTOR

FOR AN ON BEHALF OF
INTER COMPANY EMPLOYEES UNION



NAME: SOMADASA WEERATHUNGA
DESIGNATION: SENIOR VICE PRESIDENT

01. 
NAME: KASUN S NAHALLAGE
DEPUTY GENERAL MANAGER - HR

WITNESSES

01. 
NAME: C S KUMARA
BRANCH UNION PRESIDENT

02. 
NAME: P HARIKUMAR
GENERAL MANAGER - PLANT

02. 
NAME: ANURA PRIYADARSHANA
BRANCH UNION SECRETARY

SCHEDULE - 01

ESSENTIAL BUSINESS REQUIREMENTS

Applicability of Settlement: The terms and conditions of Settlement would come into effect from the date of signing of this settlement and shall be in operation for a period of 36 months (3 Yrs.). Union will not raise any demand of monetary nature during the tenure of this settlement.

Operational Efficiencies: The Associates shall ensure that the key operational efficiencies as under are maintained as per the following production standards:

KPI's	Target %
a) Plant Quality	98
b) Trade Quality	97
c) FOOD Safety	Blue
d) Overall NE	85.00
e) Concentrate Yield (Combined)	99.96
f) CO2 Yield	75.00
g) Preform Yield (Combined)	99.59
h) Crown Yield (Combined)	99.60
i) Closure Yield (Combined)	99.80
j) Power usage (Beverage) kWh / 8oz	0.32 (Per / 8oz case)
k) Blow molding power kWh / BSU	0.310 (Per / BSU)
l) Boiler Fuel Consumption Kg / 8Oz Cs (fo)	0.035

a) Employee Productivity & General Requirement:

- Every associate shall work to achieve 5S targets allocated to his / her circle
- The entire responsibility of workstation with respect to, shift scheduling, RM / PM etc. record keeping/ maintaining all logbooks including, preventive checklist etc. will be with the associate of the respective work station/ machine.
- It is mandatory that all associates will maintain the log book / record / documents of their respective work place. The engineers shall review such records daily & countersign the book / record.
- Maintenance should be done by concerned operator without demanding extra manpower for routine cleaning practices.
- Safety rules should be strictly followed; Smoking & Usage of cell-phones in prohibited area shall be strictly stopped
- In the interest of safety, we shall not only stop smoking & using cell phones in prohibited area, but shall also not allow others to do so. Further, such instances shall be brought to the notice of the management to take corrective steps.
- Organization may call any associate for duty on any close / off day which may be compensated as per the applicable laws.

b) Both parties agree that further to Clause 4 above, 10% of the employees will be categorized as "A" ,80% as "B" and 10% "C" respectively.

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