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The Gazette of the Democratic Socialist Republic of Sri Lanka  
EXTRAORDINARY

අංක 2412/32 – 2024 නොවැම්බර් මස 29 වැනි සිකුරාදා – 2024.11.29  
No. 2412/32 – FRIDAY, NOVEMBER 29, 2024

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1865.

THE INDUSTRIAL DISPUTES - ACT CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC (Madampe), No. 400, Deans Road, Colombo 10 of the one part and the Ceylon Mercantile, Industrial & General Workers Union, No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 1st February 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

H.K.K.A JAYASUNDARA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
04th November, 2024

Collective Agreement No. 12 of 2024

THIS COLLECTIVE AGREEMENT made this First day of February Two Thousand and Twenty Four to take effect from the First day of January Two Thousand and Twenty Four pursuant to the Industrial Disputes Act between



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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 29.11.2024

**HAYCARB PLC (PQ59)**, having its registered office at 400, Deans Road, Colombo 10 (hereinafter referred to as the "Employer") of the ONE PART

AND

**THE CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS' UNION** a registered Trade Union having its office at No. 3, Bala Tampoe Lane, Colombo 3 (hereinafter referred to as the 'Union') of the SECOND PART

Witnesseth and it is hereby agreed between the parties as follows:

**TITLE:** This Agreement shall be known and referred to as the **HAYCARB PLC (MADAMPE) PRODUCTION ASSISTANTS' COLLECTIVE AGREEMENT OF 2024**

#### COLLECTIVE AGREEMENT

THIS Collective Agreement entered into between Haycarb PLC (PQ59) a duly incorporated Company having its registered office at No. 400, Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial & General Workers' Union (CMU), a duly registered Trade Union having its registered office at No. 3, Bala Tampoe Lane, Colombo 3 hereinafter referred to as "the Union".

WHEREAS the Union made certain proposals to the Employer for the revision of terms and conditions of employment of their members employed by the Employer at their factory at Madampe (NWP) and the parties have after negotiations arrived at the following terms of settlement

1. ***Paties to Be Covered and Bound.*** - The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who as at the date hereof are employed by the Employer in confirmed permanent employment in the Manual/Operative grades as Production Assistants hereinafter referred to as "employees".

2. ***Duration.*** - The provisions of this Agreement shall take effect from 1st January 2024 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to 30th November 2025, and the Agreement shall not stand terminated prior to the 31st day of December 2025.

#### 3. ***Salaries***

- The Employer shall with effect from 01st January 2024, revise by way of an increase the salaries of employees covered by this Agreement by twenty one *per centum* (21%) of their basic salary as at 31st December 2023, subject to a minimum increase of rupees six thousand five hundred (Rs. 6,500/-).
- The Employer shall with effect from 01st January 2025, revise by way of an increase the salaries of employees covered by this Agreement by ten *per centum* (10%) of their basic salary as at 31st December 2024.

**4. Attendance Bonus.** - The payment by way of monthly attendance bonus with effect from 1st January 2024 will be as follows subject to all other conditions currently applicable to the Attendance Bonus Scheme.

Payment for 22 days attendance	-	Rs. 900/-
Payment for 23 days attendance	-	Rs. 1,100/-
Payment for 24 days attendance	-	Rs. 3,750/-
Payment for 25 days attendance	-	Rs. 6,250/-
Payment for 26 days or more attendance	-	Rs. 6,750/-

**5. Subsidized Meals.** - The Employer agrees to continue to provide, 50% of the value of a meal sold by the factory canteen to each employee for every shift. The payment shall be made direct to the canteen and will be made only to employees who partake in meals from the canteen.

**6. Reimbursement Of Medical Expenses.** - The Employer agrees to reimburse to confirmed employees as at the time of payment, a sum of Rs. 28,000/- per annum, to be disbursed in the following manner.

Rs. 7,000/-	to be paid with the salary for March of the relevant year
Rs. 7,000/-	to be paid with the salary for June of the relevant year
Rs. 7,000/-	to be paid with the salary for September of the relevant year
Rs. 7,000/-	to be paid with the salary for December of the relevant year

**7. Leave For General Council Meetings.** - Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrants refusal, the Employer will generally grant permission to a member of the General Council of the Union in order to attend a meeting of the General Council to leave the factory not earlier than 10 a.m. on not more than one occasion in a month without loss of salary for such absence, if an application for permission to attend is made at least forty eight (48) hours before the time appointed for holding the meeting of the General Council.

*Note:* It is noted that the number of General Council Members as at the date of signing this Agreement from the Madampe factory is four (4).

**8. Death Donation.** - The Death Donation Scheme will remain as follows

- a) In the event of the death of an employee within the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 500,000/- from the Employer, in addition to any entitlement under the Workmen's Compensation Ordinance.
- b) In the event of the death of an employee outside the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 150,000/- from the Employer, in addition to any entitlement under the Workmen's Compensation Ordinance.

9. **Shift Allowance**, - The payment by way of Shift Allowance with effect from 1st January 2024 will be as follows subject to all other conditions currently applicable to same.

2nd Shift	-	Rs. 125/-
3rd Shift	-	Rs. 275/-

10. **Travelling Incentive**. - A travelling incentive of Rs 140/- per each calendar date worked, will be paid by the Employer to an employee with effect from 1st January 2024. In the event a shift commences on a particular calendar date and ends on the subsequent date it will be considered as a payment in respect of the first date.

11. **Night Shift Incentive**. - A night shift incentive of Rs. 100/- per night shift worked, will be paid by the Employer to an employee with effect from 01st January 2024.

12. **Variation Of Terms & Conditions**. - The Employer, Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary in any manner any of the terms and conditions agreed upon herein and shall not resort to any form of trade union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

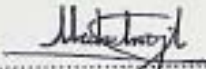
13. **Dispute Settlement Procedure**. - Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner;

- The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion.
- In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union, and the Union will raise it with the management direct or with the Employers' Federation of Ceylon (EFC) for resolution through discussions.
- In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the Union or the Employer may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation
- Subject to clause 12 hereof, the Union and the Employees agree that they shall not resort to any form of Trade Union Action without having complied with the procedure set out above for the settlement of an Industrial Dispute and in the event of any trade union action the Employer shall be given reasonable notice of such action by the Union.
- Provided clause 13(d) above will not apply to action where the dispute has been caused by an act of the employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union.


14. **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 Haycarb PLC. The employees confirm that they will take every step and make every effort to ensure product integrity.

In witness hereof parties have set their hands hereunto on this First (1st) day of February Two Thousand and Twenty Four

(2024) at Colombo.

  
for and on behalf of  
HAYCARB PLC

  
M. J. S. Theysane  
Director

  
for and on behalf of  
THE CEYLON MERCANTILE,  
INDUSTRIAL & GENERAL WORKERS'  
UNION (CMU)


Name: B Balaratnarajah

Name: S P Nathan

Designation: Deputy Managing Director

Designation: General Secretary

WITNESSES:

1. 

Name: G M G Gunawardhana

Designation: General Manager (Manufacturing)

1. 

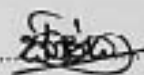
Name: E A J T L Appuhamy

Designation: Branch Union - President

2. 

Name: W G A P Gamage

Designation: Deputy General Manager  
Haycarb (Madampe)

2. 

Name: T W K Madushan

Designation: Branch Union - Secretary

## 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.10, Council Lane, Dehiwala of the other part on 20th February 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

H.K.K.A JAYASUNDARA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
04th November, 2024

### Collective Agreement No. 14 of 2024

#### COLLECTIVE AGREEMENT

This Agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this 20th February 2024.

#### 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

**The Inter Company Employees’ Union**, a trade Union duly registered under the laws of Sri Lanka and having its registered office at No. 10, Council Lane, Dehiwala, 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 Trade Union” and its successor and successors)

1. **Titlie.** - This Agreement shall be known and referred to as the intercompany Employees Union Varun Beverages Branch Manual and Operative Grades Employees Collective Agreement of 2024.

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-Four (2024) and shall continue to remain in force till Thirty-first Day (31st) of December Two Thousand and Twenty-Six (2026). 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- Six (2026), and the Agreement shall not stand terminated prior to the Thirty First (31st) day of December Two Thousand and Twenty-Six (2026).

4. **Salaries.** - With effect from 01st day of January 2024 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 revision is subject to achieving requirement set out in SCHEDULE-01

Salary Increase - Period	Performance Appraisal Grade - A	Performance Appraisal Grade-B	Performance Appraisal Grade-C	Performance Appraisal Grade-D
01st January 2024 to 31st December 2024	Rs.7250.00	Rs.7000.00	Rs.6500.00	Rs. 0
01st January 2025 to 31st December 2025	Rs.7250.00	Rs.7000.00	Rs.6500.00	Rs. 0
01st January 2026 to 31st December 2026	Rs.7250.00	Rs.7000.00	Rs.6500.00	Rs. 0

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. The existing allowance for picnic will be increased by LKR 500/=.

#### 7. **Shift Allowance**

The Employer agrees to pay the Night shift allowance and agreed to increase it by LKR 25/= with effect from 01<sup>st</sup> day of January 2024.

Night Shift Allowance	Agreed by both Party LKR
13:00 to 23:00	125/=
23.00 to 07.00	175/=
15.00 to 23.00	125/=



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 such 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.

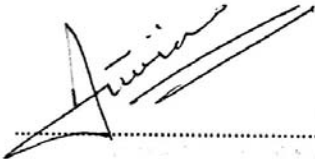
12. **Force Majeure.** - No Party shall be responsible or liable for any delay or failure to perform its obligations under this Contract due to unforeseen circumstances or any event which is beyond that Party's reasonable control and without its fault or negligence, including but not limited to, acts of God, war, riots, acts of 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.



In witness hereof parties have set their hands hereunto on this Twentieth (20st) day of February Two Thousand and Twenty Four (2024) at Colombo.

FOR AN ON BEHALF OF

VARUN BEVERAGES LANKA (PVT) LIMITED




NAME: AMIT JOSHI

DESIGNATION: DIRECTOR/COUNTRY HEAD

FOR AN ON BEHALF OF

INTER COMPANY EMPLOYEES UNION



NAME: SOMADASA WEERATHUNGA

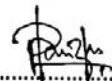
DESIGNATION: SENIOR VICE PRESIDENT

WITNESSES

01. 

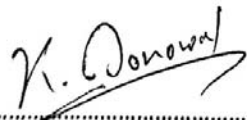
NAME: MAHIL A KUMARATHUNGA

DEPUTY GENERAL MANAGER - HR

01. 

NAME: R.M.K. PERERA

BRANCH UNION PRESIDENT

02. 

NAME: KALYAN SONOWAL

PLANT HEAD

02. 

NAME: C.J. MANGODA

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 during the tenure of this settlement.

**Employee Productivity & General Requirement:**

- Every associate shall work to achieve 55 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

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 29.11.2024

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.

EOG 11 - 0194

My No.: CI/1865.

### THE INDUSTRIAL DISPUTES ACT - CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC (Badalgama), No. 400, Deans Road, Colombo 10 of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 1st February, 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. K.K.A. JAYASUNDARA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
04th November, 2024.

### Collective Agreement No. 13 of 2024

#### COLLECTIVE AGREEMENT

This Collective Agreement, made this First day of February Two Thousand and Twenty Four to take effect from the First day of January Two Thousand and Twenty Four pursuant to the Industrial Disputed Act between N.P. HAYCARB PLC (PQ59), having its registered office at 400 Deans Road, Colombo 10 (hereinafter referred to as the "Employer" of the ONE PART

AND

INTER COMPANY EMPLOYEES UNION a registered Trade Union having its office at No. 10, Council Lane, Dehiwala (hereinafter referred to as the 'Union') of the SECOND PART

Witnesseth and it is hereby agreed between the parties as follows:

TITLE: This Agreement shall be known and referred to as the HAYCARB PLC (BADALGAMA) PRODUCTION ASSISTANT'S COLLECTIVE AGREEMENT OF 2024

#### COLLECTIVE AGREEMENT

This Collective Agreement entered into between Haycarb PLC a duly incorporated Company having its registered office at No 400 Deans Road, Colombo 10, Sri Lanka and hereinafter referred to as "the Employer" and the inter Company Employees Union (ICEU), a duly registered Trade Union having its registered office at No. 10, Council Lane, Dehiwala hereinafter referred to as "the Union".

Whereas the Union made certain proposals to the Employer for the revision of terms and conditions of employment of their members employed by the Employer at their factory at Badalgama and the parties have after negotiations arrived at the following terms of settlement:

1. **Parties Covered And Bound.** - The terms of this Collective Agreement shall cover and bind the Employer, the Union and Members of the Union who as at the date hereof are employed by the Employer in confirmed permanent employment in the Manual / Operative grades as Production Assistants hereinafter referred to as "employees".

2. **Duration.** - The provisions of this Agreement shall take effect from 1st January 2024 and shall, unless otherwise terminated by either party giving one month's written notice to the other, continue to remain in force provided, however, that neither party shall give such notice prior to 30th November 2025, and the Agreement shall not stand terminated prior to the 31st day of December 2025.

3. **Salaries**

- a) The Employer shall with effect from 01st January 2024, revise by way of an increase the salaries of employees covered by this Agreement by twenty one per centum (21%) of their basic salary as at 31st December 2023, subject to a minimum Increase of rupees six thousand five hundred (Rs. 6,500/-).
- b) The Employer shall with effect from 01st January 2025, revise by way of an increase the salaries of employees covered by this Agreement by ten per centum (10%) of their basic salary as at 31st December 2024.

4. **Attendance Bonus,** - The payment by way of monthly attendance bonus with effect from 1st January 2024 will be as follows subject to all other conditions currently applicable to the Attendance Bonus Scheme.

Payment for 22 days attendance	-	Rs. 900/-
Payment for 23 days attendance	-	Rs. 1,100/-
Payment for 24 days attendance	-	Rs. 3,750/-
Payment for 25 days attendance	-	Rs 6,250/-
Payment for 26 days or more attendance	-	Rs. 6,750/-

5. **Subsidized Meals.** - The Employer agrees to continue to provide, 50% of the value of a meal sold by the factory canteen to each employee for every shift. The payment shall be made direct to the canteen and will be made only to employees who partake in meals from the canteen.

6. **Reimbursement of Medical Expenses.** - The Employer agrees to reimburse to confirmed employees as at the time of payment, a sum of Rs. 28,000/- per annum, to be disbursed in the following manner

- Rs. 7,000/- to be paid with the salary for March of the relevant year
- Rs. 7,000/- to be paid with the salary for June of the relevant year
- Rs. 7,000/- to be paid with the salary for September of the relevant year
- Rs. 7,000/- to be paid with the salary for December of the relevant year

7. **Leave to go to the Parent Union.** - Without prejudice to the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrants refusal, the Employer will generally grant permission to two members of the Branch Union to go to the Union headquarters and to leave the factory not earlier than 10 a.m. on not more than one occasion in a month without loss of salary for such absence, if an application for permission is made at least forty eight (48) hours before the time.

8. **Death Donation.** - The Death Donation Scheme will remain as follows

- a) In the event of the death of an employee within the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 500,000/- from the Employer, in addition to any entitlement under the Workmen's Compensation Ordinance.
- b) In the event of the death of an employee outside the premises of the Employer for whatever cause, the dependents of such an employee would receive a sum of Rs. 150,000/- from the Employer, in addition to any entitlement under the Workmen's Compensation Ordinance.

9. **Shift Allowance.** - The payment by way of Shift Allowance with effect from 1st January 2024 will be as follows subject to all other conditions currently applicable to same.

2nd Shift	-	Rs. 125/-
3rd Shift	-	Rs. 275/-

10. **Travelling Incentive.** - A travelling incentive of Rs. 140/- per each calendar date worked, will be paid by the Employer to an employee with effect from 1st January 2024 in the event a shift commences on a particular calendar date and ends on the subsequent date it will be considered as a payment in respect of the first date.

11. **Night Shift Incentive.** - A night shift incentive of Rs. 100/- per night shift worked, will be paid by the Employer to an employee with effect from 01st January 2024.

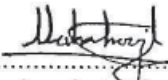
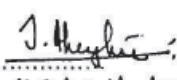
12. **Variation of Terms and Conditions.** -The Employer, Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary in any manner any of the terms and conditions agreed upon herein and shall not resort to any form of trade union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

13. **Dispute Settlement Procedure.** - Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner.

- a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussion.
- b) In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union, and the Union will raise it with the management direct or with the Employers' Federation of Ceylon (EFC) for resolution through discussions.
- c) In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the Union or the Employer may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.
- d) Subject to clause 12 hereof, the Union and the Employees agree that they shall not resort to any form of Trade Union Action without having complied with the procedure set out above for the settlement of an Industrial Dispute and in the event of any trade union action the Employer shall be given reasonable notice of such action by the Union.
- e) Provided clause 13(d) above will not apply to action where the dispute has been caused by an act of the employer which in the opinion of the Executive Committee of the Union as confirmed by the General Secretary of the Union has undermined the existence or the legitimate activities of the Union.

14. **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 Haycarb PLC. The employees confirm that they will take every step and make every effort to ensure product integrity.

In witness hereof parties have set their hands hereunto on this First (1st) day of February Two Thousnad and Twenty four (2024) at Colombo

  
for and on behalf of  
HAYCARB PLC  
  
M.D.A.S. Hughes  
Director

Name: B Balaratnarajah

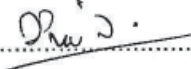
Designation: Deputy Managing Director

  
for and on behalf of  
INTER COMPANY EMPLOYEES  
UNION (ICEU)

Name: Wasantha Samarasinghe

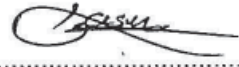
Designation: President

WITNESSES:

1. 


Name: G M G Gunawardhana

Designation: General Manager (Manufacturing)

1. 


Name: K M Paranamanage

Designation: Branch Union - President

2. 

Name: W P J K Wickramasinghe

Designation: Deputy General Manager  
Haycarb (Badalgama)

2. 

Name: P A D Niroshan

Designation: Branch Union - Secretary