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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2294/62 – 2022 අගෝස්තු මස 26 වැනි සිකුරාදා – 2022.08.26
No. 2294/62 – FRIDAY, AUGUST 26, 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.10, Council Lane, Dehiwala of the other part on 30th March 2022 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.
09th August, 2022.



Collective Agreement No. 09 of 2022**COLLECTIVE AGREEMENT**

This Collective Agreement made on this 30th March 2022, 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 No.10, Council Lane, Dehiwala, of the Other Part, (hereinafter referred to as “the Union”) witnesseth 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 24 months from the 1st day of July 2021 and shall be in force till 30th of June 2023 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 30 th day of June 2023.

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:

1 st year commencing from 1st July 2021	-	5%
2 nd year commencing from 1st July 2022	-	10%

(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 allowances:

Subject to the present criteria of payment it is agreed by parties that the shift allowances will be as revised in the following manner with effect from 01st July 2022:

1st shift (6.00 a.m. to 2.00 p.m.)	- Rs. 150.00
2nd shift (2.00 p.m. to 10.00 p.m.)	- Rs. 200.00
3rd shift (Night shift)	- Rs. 1000.00

7. Medical benefits

i) *OPD* - With effect from 1st April 2022, the Employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs.37,500/- 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 week-end 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,

- 1st shift** - 5.55 a.m. to 2.05 p.m.
- 2nd shift** - 1.55 p.m. to 10.05 p.m.
- 3rd shift** - 9.55 p.m. to 6.05 a.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 wishes 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. For the avoidance of doubt, this is addition to 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 requests 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 operations 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 cadres. 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 ISO14298 standards observations and non-conformances.

The company accepts to facilitate the discussions to discuss any concerns which the union may have on third party security services.

- (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 grace period of five minutes in the event the employee reports 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.

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

In witness whereof the parties aforesaid have hereunto set their hands at Colombo on this 30th day of March, Two Thousand and Twenty Two



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

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


&


 Name : Derek Mansfield
 Designation: Director and PI

Witnesses 1:


 Danushki Kaushalya
 HR Manager
 De La Rue Lanka Currency
 Print (Pvt) Limited.

Witnesses 2:


 Prasad De Silva
 Senior Assistant Director General
 The Employers Federation of Sri Lanka