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අංක 1877/16 – 2014 අගෝස්තු 25 වැනි සඳුදා – 2014.08.25
No. 1877/16 – MONDAY, AUGUST 25, 2014

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1779.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Asia Pacific Brewery (Lanka) Ltd, No. 46, Welikadawatta, Nawala Road, Rajagiriya of the one part and the Inter Company Employees Union, No. 12/2, Weera Mawatha, Sri Subuthipura, Battaramulla of the other part on 18th day of November 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon, (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
08th August, 2014.

Collective Agreement No. 18 of 2014

COLLECTIVE AGREEMENT

THIS AGREEMENT entered into by and between Asia Pacific Brewery (Lanka) Ltd., a Company duly incorporated in Sri Lanka and having its registered office at No. 46, Welikadawatta, Nawala Road, Rajagiriya, (hereinafter referred to as "the Employer") and the Inter Company Employees Union, a trade Union duly registered in Sri Lanka, having its registered office at No. 12/2, Weera Mawatha, Sri Subuthipura, Battaramulla, (hereinafter referred to as "the Union")



WHEREAS after representations were by the Union for a revision of salaries for their members covered and bound and by the Employer for the implementation of a new work arrangement at their brewery at Mawathagama, parties have, after discussions, arrived at the following terms of settlement.

1. **Parties Covered and Bound.**— This Collective Agreement shall cover and bind the employer, the union and the members (save and except non-permanent employees) of the union employed by the employer on permanent monthly contracts of employment (hereinafter referred to collectively as "the Employees" and individually as "the Employee") at their brewery at Mawathagama.

2. **Effective Date and Operation of the Agreement.**— This Agreement shall take effect from 1st October, 2013 and shall, unless it is repudiated by either party by giving one month's written notice to the other, shall continue to remain in force provided, however, that neither party shall give such notice prior to the 31st day of December, 2014. and the Agreement shall not stand terminated prior to the 31st day of December, 2014.

3. **Wage Revision.**—

- 1 The Employer agrees to grant a total wage increase of 10%, with effect from the 1st October, 2013 to Employees covered by way of revision of wages for the period of the agreement.
- 1 The Employer further agrees to grant an increase in production incentive of Rs. 500/- per month if the production exceeds 175,000 crgates of beer in the preceding month and a further Rs. 500/- per month, if the production exceeds 200,000 crates of beer in the preceding month.

The Union and the Employees hereby agree that other than what has been agreed in this agreement no further demands will be made from the Employer for wage increases and/or any other pecuniary matters during the operation of this Agreement.

4. **Other Terms and Conditions.**— Parties agree that the terms and conditions hitherto applicable shall continue to be in force subject to the revisions set out in this Agreement.

5. **Productivity Improvement Measures and Performance of Overtime.**—

- (a) It is agreed by the Union and the Employees to fully support all endeavours of the management of the Employer to improve Total Productivity Management.
- (b) It is agreed by parties that in addition to provisions that are already in force, parties shall strictly adhere to the principles relating to work ethics and discipline, as set out in Schedule 1 of this Agreement.
- (c) It is also agreed by the Union and the Employees that the Employees shall fully cooperate in implementing the new work arrangements and carryout any overtime to meet the exigencies of the Employer (including the performance of overtime work on public holidays).
- (d) The management of the Employer agrees to abide by all legal obligations in relation to the payment of wages for overtime work in consideration of matters set out in (b) above and to give adequate notice of overtime work to be performed by the Employees.
- (e) In the event of absenteeism or other staffing requirement, the sole discretion of allocation of duties, including overtime, shall be with the Management. Employees should strictly follow the leave policy.

6. The Union, the Employer and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary or change, in any manner, any of the terms and conditions agreed upon herein. The Union and the Employees covered and bound agree that they 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.

7. **Staff Welfare Outing.**— The Employees will be entitled to a two day Annual Outing.

8. **Union AGM.**— A day's leave shall also be granted for purpose of attending the Annual General Meeting of the Union.

9. **Disputes Settlement Procedure.**— In the event of a dispute arising out of this Agreement, parties agree to submit the matter for conciliation pursuant to the provisions of the Industrial Disputes Act.

In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to strictly abide by the Dispute Resolution Procedure set out in the Check-Off Agreement that binds parties.

IN WITNESS HEREOF the parties have hereunto set their hands on this 18th Day of November, Two Thousand and thirteen, in Colombo.

.....
for and on behalf of:
**ASIA PACIFIC BREWERY
(LANKA) LTD.**

Name: Rukshan Ranas
Designation: Manager,
Resourcee

Witnesses:

1.
Name: Henry Nayanana
Designation: Branch Pr

3.
Name: W.S.K. Jayasing
Designation: Branch Se

Schedule 1

WORK ETHIC AND DISCIPLINE

With objective achieving a higher standard of work ethics and discipline in the brewery, it is agreed that parties to this collective agreement shall, in addition to provisions that are currently applicable, respect and adhere to following.

- * Use of Personal Protection Equipment, (PPE) shall be mandatory and noncompliance will result in disciplinary action.
- * Employees shall extend fullest cooperation to participate in training activities/programs organized by the company.
- * Flexibility and freedom of management to allocate staff to respective machines/ equipment as per the capabilities and skills of the shift crew shall be respected.
- * Any grievance or dispute shall be addressed in terms of the procedure applicable in the company without stoppages of work.
- * The management shall have the right to require employees to submit to breathlyser tests carried out at random in order to prevent the unauthorized consumption of beer/ liquor within brewery premises
- * All employees to extend their fullest cooperation in relation to the maintenance work and on going cleaning of lines and equipment carried out by personnel assigned to such, including permanent cadre.
- * Employees will strictly adhere to the company's leave policy (Telephone calls will not be entertained unless in the case of an emergency)
- * Handover the shift work / machine to the next person shall be carried out thus ensuring continuous production.
- * Employees shall not either interfere with the CCTV system or cause any damage to such equipment.
- * Employees shall at all times, conduct themselves in a manner befitting employees of the Company, safeguarding the reputation of the company. This also applies to behaviour and conduct during external training programs and company outings.