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The Gazette of the Democratic Socialist Republic of Sri Lanka  
EXTRAORDINARY

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**PART I : SECTION (I) — GENERAL**  
**Government Notifications**

My No : CI/1869

**THE INDUSTRIAL DISPUTES ACT. CHAPTER 131**

THE Collective Agreement entered into between Heineken Lanka Ltd, No. 260, Green House, Nawala Road, Nawala of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 11th November 2021 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 March, 2022.

**Collective Agreement No. 22 of 2021**

Collective Agreement of 2022-2023 between Heineken Lanka Ltd. Formerly known as Asia Pacific Brewery (Lanka) LTD and The inter Company Employees' Union



## COLLECTIVE AGREEMENT

This Agreement entered into by and between Heineken Lanka Ltd formerly known as Asia Pacific Brewery (Lanka) Ltd., a Company duly incorporated in Sri Lanka and having its registered office at No. 260, “Green House”, Nawala Road, Nawala, (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. 10, Council Lane, Dehiwala alangama (hereinafter referred no 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 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 monthly contracts of employment (hereinafter referred to collectively as the “Employees” and individually as “Employee”) at their brewery at Mawathagama.

### 2. Effective Date and Operation of the Agreement

This Agreement shall take effect from 1 January, 2022 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 December 2023 and the Agreement shall not stand terminated (period of 2 years) prior to the 31st December, 2023)

### 3. Wage Revision

- The Employer agrees to grant a basic wage increase of 10% and a wage adjustment of 4% whilst an additional 2% shall be granted workers whose Basic wages are less than Rs. 30,000 with effect 1st January 2022 - 31 December 2022. Further to grant a Basic wage increase of 10% with effect from 1st January 2023 - 31 December 2023 to workers covered by way of revision of wages, for the period of the agreement. For the purpose of clarity and convenience please find the below mentioned table, incorporating the wage revisions,

2022

	Current Basic >30,000 LKR	Current Basic <30,000 LKR
Increase	10%	10%
Adjustment	4%	4%
Additional Adjustment	0%	2%

- The Employer shall pay an employee for each shift, a single payment per day, as follows,

Shift	2022	2023
Shift 1	335	335
Shift 2	395	395
Shift 3	450	450

Should the employee work an extra shift, he shall be paid, only for over time and a meal coupon too shall be provided.

- Beer quota to be increased to LKR 2000 per month.

4. The Employer shall pay a monthly transport allowance based on the distance from residence to work. In case, the residential address of an employee changes it is the employee's responsibility to notify the Employer of the change with the required evidence. This standardization is only applicable for employees who are currently receiving travel allowances and will not be applicable for those who are not entitled or new recruits.

Distance from residence to work	Travel Allowance 2022 (Rs.)	Travel Allowance 2023 (Rs.)
<10km	1886	2018
10km - 20 km	2830	3028
>20km	3369	3605

5. Medical reimbursement allowance shall be Rs. 8,000 per annum during the existence of this agreement
6. 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 2 - year agreement.

**7. Production Incentive 2022/2023**

KPI	Achievement	Amount LKR
Brewing Volume	100%	1500
Packaging Volume	100%	1500
Combined Energy	100%	1000
Water Consumption	100%	1000
Extract loss	100%	1000

- The Annual target for the above KPI shall be published by the Employer at the beginning of the year.
- An employee will be eligible for a maximum of LKR 6000 as a payout for the production incentive.
- Production incentive shall be paid for achievement of each KPI (amount stipulated above).
- 60% of the stipulated amount for each KPI, will be paid for achievement of 90%.
- The monthly targets of the succeeding month will be published on notice boards by the 25th of the previous month
- Achievement of over 100% targets will be assessed at the end of each year taking into consideration the annual target as per the Annual Plan of each year and if there is an achievement of over 100% the management agrees to consider an additional payout at its discretion.
- Any clarifications pertaining to the succeeding month's targets should be brought to the notice of the HRBP (Supply Chain) by the 30th of the previous month.
- In the event the KPI's are not achieved due to circumstances beyond the control of the employees, the Management may consider a reasonable payment in consultation with the employees.

**4. Other terms and conditions**

Parties agree that the terms and conditions hitherto applicable shall continue to be in force subject to the revisions setout in this Agreement.

**5. Productivity Improvement Measures and Performance of overtime :**

- It is agreed by the Union and the Employees to fully support all endeavors of the management of the Employer to improve Total Productivity Management.
- 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, Company Code of Conduct and discipline.

- (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 in the month of August prior to Poya and the said Annual Outing shall also taking in to consideration the business needs of the Employer into account.
- 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 11th Day of November, Two Thousand and Twenty-one, in Colombo.

for and on behalf of :  
Heineken Lanka Ltd formerly known  
As Asia Pacific Brewery  
(Lanka) Ltd.

Name : Maud Meijboom Van Wel  
Designation : Managing Director

Witnesses :

1. Name : Thilanka Silva  
Designation : Director, Human Resources

3. Name : Adhil Khasim  
Designation : Assistant Director General

for and on behalf of :  
Inter Company  
Employees Union

Name : Mr. Wasantha Samarasinghe  
Designation : President

2. Name : R. M. T. K. Ratnayake,  
Designation : Branch President

4. Name : W. G. K. R. Bandara,  
Designation : Branch Secretary

My No : CI/1543

### THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

THE Collective Agreement entered into between Associated Ceat (Pvt) limited, Nungamugoda, Kelaniya of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 18th November 2021 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 March, 2022.

### Collective Agreement No. 24 of 2021

#### COLLECTIVE AGREEMENT

Collective Agreement entered into between Associated ceat (pvt) Limited, a Company duly registered in Sri Lanka and having its registered office at Nungamugoda, Kelaniya, (hereinafter referred to as “The Employer” or “The Company” as the case may be) and Inter Company Employees’ Union, a Trade Union duly registered in Sri Lanka and having its office at No. 10, Council Lane, Dehiwala (hereinafter referred to as “The Union”) on this 18th day of November Two Thousand and Twenty One.

Whereas, the Union by its letter dated February 15, 2021 submitted certain demands in respect of their members employed in the factory of the said Employer, situated at Nagoda in Kalutara, parties have, after negotiation, agreed on the following terms as a full and final settlement.

#### 1. Parties covered and Bound

The provisions of this Agreement shall apply to the Employer, the Union and its members in the Operative Grades engaged on permanent basis in the Company. The provisions of this Agreement shall not apply to trainees/apprentices.

#### 2. Salaries

The salaries of the employees covered and bound by this Agreement will be increased in the following manner. The following revisions will be strictly subject to achieving the production norms and efficiency parameters set out in schedule (01), (02) and (03) hereof.

2.1 with effect from October 01, 2021, the employer shall add Rs. 4,500 to the basic salary of each confirmed employee who has not completed 4 years of Service as at July 31, 2021 and Rs. 5,500 to the basic salary of each confirmed employee who has completed 4 years or more but less than 8 years in service as at July 31, 2021 and shall add Rs. 6,000 to the basic salary of each employee who has completed 8 years of Service or more and confirmed in service as at July 31, 2021.

2.2 With effect from October 01, 2022, the employer shall add Rs. 4,000 to the basic salary of each employee who has not completed 4 years of Service but confirmed in service as at July 31, 2021 and Rs. 4,250 to the basic salary of each confirmed employee who has completed 4 years or more but less than 8 years in service as at July 31, 2021 and Rs. 4,500 to the basic salary of each confirmed employee who has completed 8 years or more but less than 12 years in service as at July 31, 2021 and Rs. 4,500 to the basic salary of each confirmed

employee who has completed 12 years or more but less than 16 years in service as at July 31, 2021 and Rs. 5,000 to the basic salary of each confirmed employee who has completed 16 years or more but less than 20 years in service as at July 31, 2021 and Rs. 5,500 to the basic salary of each confirmed employee who has completed 20 years or more in service as at July 31, 2021.

- 2.3 With effect from October 01, 2023, the employer shall add Rs. 4,500 to the basic salary of each employee who has not completed 4 years of Service but confirmed in service as at July 31, 2021 and Rs. 5,250 to the basic salary of each confirmed employee who has completed 4 years or more but less than 8 years in service as at July 31, 2021 and Rs. 5,500 to the basic salary of each confirmed employee who has completed 8 years or more but less than 12 years in service as at July 31, 2021 and Rs. 6,000 to the basic salary of each confirmed employee who has completed 12 years or more but less than 16 years in service as at July 31, 2021 and Rs. 6,500 to the basic salary of each confirmed employee who has completed 16 or more in service as at July 31, 2021.

Provided, without prejudice to the right of the Company to take other forms of disciplinary action, that a sum equivalent to one Twenty -fifth (1/25th) of the aforementioned increase will be deducted on account of each day of unauthorized no pay absence recorded by an employee during each of this leave year commencing from the leave year 2020 subject to disciplinary inquiry and only the balance will be added to the basic salary, if any. The management will consider approving authorized no-pay on case-by-case basis in case of emergencies when an employee has exhausted his/her full leave quota of a particular year. In case of such authorization, approval of Division Manager, Senior Manager - Production /Head of Engineering and the Plant Head is mandatory. First such deduction will be made from the year 2021.

In addition, the employees who are on probation but being confirmed in employment during the year would be given the aforementioned salary increases applicable for the year in which the employee is confirmed on prorata basis calculated from the date of confirmation and 30th day of September of the year occurring immediately after the date of confirmation. The said increase will be added to the first salary due after the confirmation.

- 2.4 In addition, as matter of goodwill, the Employer will make an ex-gratia payment of Rs. 9,000 for confirmed employees with a service of below 4 years as at July 31, 2021 and Rs. 11,000 for employees with a service of 4 years or more but less than 8 years as at July 31, 2021 and Rs. 12,000 for all other employees who have completed 08 years or more as at July 31, 2021. This ex gratia payment will be made in the month of December - 2021. This ex-gratia payment will not constitute a part of an Employee's salary for any purposes such as overtime, shift allowance, bonus or such like, except or Provident Fund and Trust Fund contributions.

### 3. IF during the continuance in force of this Agreement the Government of Sri Lanka

- 3.1 Prescribes in any year, increases in salary/and or any allowances by any written law applicable to categories of employees covered by this Agreement, the Employer shall be entitled to take credit for the salary increases granted to an employee in respect of such year in terms of Clause 2 hereof and determine the increase, if any, that is to be granted to an employee accordingly.
- 3.2 Recommends increases in salaries/and or any allowances, such recommendations will not be applicable to the Employer regardless of whether or not such recommendation is applicable to the categories of employees covered by this Agreement.

### 4. Meal Allowance

The Employer will increase the meal allowance up to Rs. 175 per day for every day on which such employee reports for work with effect from April 01, 2022. This meal allowance will be calculated on a daily basis and paid at the end of the month effective April 01, 2022. Furthermore, The Employer agrees to increase the meal allowance up to Rs. 185 per day with effect from April 01, 2023 and up to Rs. 195 per day with effect from April 01, 2024

In case, an employee continues to work for more than 5 hours on continuous basis after the normal shift hours he/she will be entitled for a meal allowance.

## **5. Annual Increments**

Unless otherwise decided on disciplinary grounds in terms of this Agreement, an employee shall be entitled to an annual increment in the month of May each year in terms of the salary scale applicable to each employee, subject to the performance evaluation of each employee. The annual increment will be Rs. 260.

## **6. Probation**

Each employee recruited to the permanent cadre of the Company will be required to serve a minimum period of six months probation during which the Employer will assess the suitability for confirmation through an evaluation process and written /practical test on skills and competence. The Employer reserves the right to extend the period of probation of any employee. During the period of probation or extended period of probation, where applicable, the Employer shall have the right to terminate such probationary employment without any notice.

## **7. Bonuses**

Provided the Company registers a profit, the employees will be paid a bonus in respect of each year in keeping with the existing practice. The payment will be made in two instalments, as follows :-

7.1 Advance payment in December of a particular year, subject to half-yearly performance and profits made as at 30th September in relation to that year.

7.2 Final payment in April of the following year, subject to the previous year's performance.

The quantum of bonus payable will be decided by the company. No bonus will be declared in case the Company registers a loss in respect of any year.

## **8. Hours of work and overtime**

Subject to changes due to exigencies of work, the normal working hours during the continuance in force of this Agreement shall be those that are worked by the employees as at present, *i.e.* three shifts per day on 7 days of the week. The employees shall work reasonable overtime, as and when required by the Employer for which the employee shall be paid overtime as stipulated by law. The Company will arrange for a meal to be given to every employee, who is required to work more than five hours overtime beyond normal working hours.

It is compulsory for the employees in the Engineering Division to report for work on Sundays, Poya days and statutory holidays (as per the roster or special programme) The employees of the Production Division will be required to report for work as and when called for on the days mentioned above. Any employee, who may be unable to report for work, when required on any of the days mentioned above, should inform the relevant Head of the Department, in writing, at least 48 hours in advance, setting out the reasons for such inability. The Head of the relevant Department may accept or reject such a request by an employee taking into consideration the exigencies of business and the reasons cited by the employee. The decision taken by the Manager concerned in respect of such a request shall be binding on the employee concerned.

## **9. Shift Allowance**

The Employer agrees to pay a shift allowance to employees engaged in the second and third shifts, *i.e.* from 2.00 p. m. to 10.00 p. m. and from 10.00 p. m. to 6.00 a. m. respectively calculated at the rate of 15% of the employee's daily basic wage in respect of each shift worked. The daily basic wage for this purpose will be ascertained by dividing the monthly salary by 30.

## 10. Production Allowance

The Employer will continue to pay to employees the production allowance/bonus, calculated at Rs. 25 per day for building operators and at Rs. 21 per day for all other employees, provided the employees achieve production norms and efficiency parameters in respect of each shift on any given day as set out in Schedule (1) hereof. Employees who fail to achieve any production norms other than in a situation of machine breakdown or non-availability of raw material for reasons exclusively within the control of the management, shall forfeit this allowance/bonus, apart from any other action the Employer may initiate as considered necessary.

## 11. Production Bonus

In addition to the production allowance/bonus scheme set out in clause 10 above, the Company will continue to pay a production bonus scheme on the following basis.

11.1 A sum of Rs. 1,500 per month will be made in the following month with the monthly remuneration in each month of the year.

11.2 If an employee records unauthorized no-pay absence of 5 days or more in a month including suspension on disciplinary grounds or any other reason whatsoever, such employee will not be eligible for the production bonus for the relevant month. Further, if an employee records no-pay absence of less than 5 days, the production bonus amount will be paid on the following basis :

$$\frac{\text{Production Bonus}}{\text{Number of Working Days}} \times (\text{Number of working days} - \text{Number of No pay Days})$$

Full production bonus will be paid in case of absence due to an accident whilst on duty provided that the employee has not recorded any no pay absence.

11.3 The production bonus payment will not attract Employees Provident Fund (EPF), Employees Trust Fund (ETF), Gratuity or any other statutory payments or allowances such as bonus, advances, overtime payments and any other consequential payments, etc.

11.4 The company has the sole discretion to withdraw, modify, amend or introduce on an intermittent basis the bonus scheme according to situations that may require such changes. This will be communicated to the employees at least two days prior to such action.

## 12. Production Norm

It is agreed between parties that the production norms and efficiency parameters in the factory shall be in accordance with Schedule (01) and (02) hereof and the employees shall maintain such norms efficiency parameters in their day-to-day work. The norms and efficiency parameters shall be subject to change in the event of the introduction of new machinery/technology, upgrading of existing machinery/technology or work processes geared towards improving production in the factory. The employees will strive towards controlling scrap and rejects and work towards the overall improvement of product quality. Any change in the pattern or design of the production, according to market/customer requirements, will not change the norms and efficiency parameters agreed under this paragraph.

In the event of introduction of new machineries/technology/products/process, and in the event that the union and the management fails to agree at a reasonable output norm within 3 months from the date of Commissioning/ installation/implementation, the company has the sole discretion to conduct a time and motion study/work study with the involvement of the union. Both Management and Union hereby agree to abide by the results/recommendations of such time and motion study/work study. The time and motion study/work study will be carried out by a



professional body in Sri Lanka. The Union will whole heartedly and completely co-operate to make such studies complete and successful.

The recommended norms of the any work study which may be carried out in the future from time to time will be achieved within a period of 2 months from the date of officially handing over of the study report to the union.

### **13. Work Assignments**

Employees should be willing and ready to work on any machine in the factory or any work related to Production Process to which they may be assigned from time to time for which the Employer shall provide adequate training wherever necessary.

### **14. Annual Picnic**

The Company agrees to grant a sum of Rs. 3,200 per employee for 2 days on account of the annual picnic. The payment would be made by the Company upon the Union submitting a list signed by employees, indicating their desire to participate in the picnic. The Company will also provide suitable and adequate transport. The annual picnic shall not exceed two days duration and shall be organized by the Union. If due to operational exigencies of the business, it is agreed by both parties to have a one day picnic, the Company will grant a sum of Rs. 2,500 per employee. If a one day picnic is arranged it should be either on a Sunday/statutory holiday or Poya day.

The picnic shall be arranged to include a Sunday/poya day or a Statutory Holiday if it is a two - day picnic. Any Week day or a Sunday on which the factory functions, if affected, should be covered either through Poya days or Statutory Holidays. The Union and employees undertake to conduct themselves in an appropriate manner during the picnic and refrain from tarnishing the image of the Company. The Company will be entitled to take disciplinary action upon inquiry against any employee or employees who resort to acts of indiscipline during the picnic. The Union undertakes to submit to the management, an accurate detailed account of the expenses of the annual picnic.

### **15. Leave**

Employees shall be entitled to maximum of 14 days' annual leave in accordance with the provisions of the respective Wages Boards Decisions applicable to the trade. In addition to annual leave, employees will be entitled to seven days' casual leave subject to the condition that absence on account of sickness in excess of two days should be supported by a Medical Certificate from a registered Medical Practitioner and whatever rules pertaining to leave in the Company. In view of the continuous manufacturing process that is operative in the factory, the Union and the employees agree to co-operate to curb absenteeism.

### **16. Disciplinary Action**

Where the Employer decides to proceed against an employee on disciplinary grounds, the following procedure will be adopted.

- 16.1 A show-cause notice setting out the misconduct alleged against the employee will be furnished to the employee regardless of whether the employee is suspended or not.
- 16.2 The employee shall be required to submit a written explanation to the show-cause letter within seven working days. The employee may, if he so requires, seek in writing as extension of time to submit his explanation and the Employer may, at its discretion, grant such an extension of time as being required.
- 16.3 The Employer shall conduct a domestic inquiry into the alleged misconduct on receipt of the employees' written explanation.  
However, the Employer may at its discretion decide not to conduct a domestic inquiry where the employee has admitted the acts of misconduct alleged against his the employer may decide to warn him or suspend his services as a punishment without holding a domestic inquiry.

16.4 The employee shall be informed, in writing, the finding of the inquiry and any punishment that has been imposed after the conclusion of the domestic inquiry.

16.5 The services of an employee may be suspended without pay by the Employer pending disciplinary action or by way of punishment upon the findings of a domestic inquiry.

16.6 In the event of an employee being suspended without pay and the Employer is unable to conclude the domestic inquiry within a period of three months from the date of suspension, other than for reasons beyond the control of the Employer, the employee shall, pending the finalisation of the inquiry, be entitled to receive half of his wages in respect of each month in excess of such three months.

## 17. Safety Instructions/shoes

All employees should follow the safety instructions and safeguards. The Company will provide three T shirts, three pairs of trousers and one pair of safety shoes to each workman, every year as uniform. Failure to wear uniforms/safety shoes/safety gear (Personal Protective Equipment) while on duty will result in disciplinary action being taken against such employees.

## 18. Scholarship Award

Annually, ten (10) children of the permanent employees who pass the Year 5 Scholarship exam will be awarded a sum of Rs. 15,000 each during the month of December of that particular year, in recognition of their achievements. The Awards will be made to the ten best students at the year 5 Scholarship Examination. Further, the children who obtains the highest grade in G. C. E. O/L for all the subjects (9As) will be awarded Rs. 25,000 in recognition of their achievements as one -time payment.

The employee should submit a written request with an application and related documents. Selection process will be done by an independent Committee Consisting management and the representatives of the Union.

## 19. Housing Loans Through External Banks

To facilitate an employee's request for a housing loan through an external Bank, on the request of a permanent employee, the Company will issue salary particulars and other certification for such purpose. Any instructions for remittance of the monthly installments from the monthly salary of an employee, the Company will make such deductions subject to the applicable laws and only in relation to the following Banks :-

- (a) Sabaragamuwa Development Bank
- (b) Co-operative Rural Bank
- (c) National Savings Bank
- (d) Bank of Ceylon
- (e) People's Bank
- (f) HDFC Bank

## 20. Disputes Settlement Procedure

20.1 In the event of any dispute that shall arise between parties during the continuance in force of this Agreement, the Branch of the Union in the Employer's Establishment shall raise such dispute with the factory Management of the Employer and parties shall take all reasonable efforts to resolve such disputes amicably.

20.2 If no settlement of the dispute can be reached between parties, the Branch of the Union may request the Union to raise the matter in dispute with the Employer and/or with The Employers' Federation of Ceylon and the Union, the Employer and the Federation shall thereafter take all reasonable possible steps to resolve the dispute.

20.3 Failing a settlement of the dispute as provided in the preceding sub-clause 21.2, the Union may raise the dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

## 21. Trade Union Action

The employees and the Union agree that they shall not, during the continuance in force of this Agreement, resort to Trade Union action of any form in respect of any dispute that may arise between parties which is covered by this agreement. Any such dispute may be settled in the manner provided herein.

The employees and the Union further agree that, in relation to any dispute which is not covered by this collective agreement, they shall strictly abide by the dispute settlement procedure set out herein (in clause 21) and shall give at least 14 days notice to the Employer, in event a decision is made to take trade union action, thereafter.

## 22. Variation of Terms and Conditions

During the continuance in force of this Agreement, neither party shall seek or attempt to vary, alter or change any of the terms and conditions contained herein and/or terms and conditions or other benefits which are applicable to employees as at the date of signing this Agreement, other than by way of mutual agreement between parties.

## 23. Date of Operation and Duration

This Agreement shall come into force on the First Day of October Two Thousand and Twenty One (October 01, 2021) and shall remain in force unless terminated by either party, with three month's notice, in writing, to the other, subject to the condition that neither party shall give such notice prior to July 01, 2021 and this Agreement shall not stand terminated prior to the 01st day of October, 2024.

## 24. Compliance

If workmen fail to achieve any of the norms agreed in this collective agreement and/or violate any clause of this agreement, Management will have the prerogative not to implement the annual increase of compensation described under clause 2 of this agreement.

In witness hereof the parties have hereunto set their hands on this 18th day of November Two Thousand and Twenty One.

for and on behalf of :  
Associated Ceat (pvt) Ltd.

Name : Ravi Dadlani  
Designation : Managing Director

Witnesses :

1. Name : M. A. N, Sanjeewa  
Designation : Plant Head

2. Name : Adhil Khasim  
Designation : Assistant Director  
General - Industrial Relations

for and on behalf of :  
Inter Company Employees Union

Name : Mr. Wasantha Samarasinghe  
Designation : President

1. Name : O. L. Kumara,  
Designation : President - Branch Union

2. Name : C. J. Thotagamuwa,  
Designation : Assistant Secretary Branch Union

Annexure 1

## EFFICIENCY &amp; PRODUCTIVITY INCREASE FOR THE LTS 2018-2021 (FINAL)

DEPARTMENT.	ACTIVITY AREA	PLIES CONSTRUCTION	OPERATOR/ REMARKS	CURRENT OPTIMUM OUT PUT	Previous norms for (2018-2021)	Agreed new norms for 2021-2024	AGREED MANNING/SHIFT (2018-2021)	PRODUCTIVITY INCREASE WITH NEW NORMS	DEPTWISE / CATEGORYWISE PRODUCTIVITY INCREASE	PLANT PRODUCTIVITY INCREASE
3W BUILDING	350-10 (Tube/Tube less)	2	Two builders	210	159	161	7	1.26	1.46	
	450-10	4	Two builders	90	75	76		1.33		
	400-8	4	Two builders	114	112	114		1.79		
	90/90-12(4)	2	Two builders	310.	249	256	5	2.81	2.71	
	90/90-10	2	Two builders	310.	249	275		3.77		
	90/100-10	2	Two builders	310.	249	259		4.02		
	300-10	2	Two builders	310	265	275		3.77		
	350-10	2	Two builders	310	265	270		1.89		
	400-8	4	Two builders	239	239	239		0.00		
	6.00-14 (6/8)PR	4	One builder	70	50	52		4.00		
	6.50-14 (8) PR	4	One builder	70	49	52	9	6.12	3.31	
	6.50-14 (10) PR	4	One builder	70	46	48		4.35		
	6.00-16 (8) SMT/EG	4	One builder	68	48	52		8.33		
	7.00-13(10/12) PR	6	One builder	64	44	45		2.27		
	7.00-16 (10/12/14) PR	6	One builder	64	44	45		2.27		
	7.00-16 (10/12) T2001	6	One builder	68	45	45		0.00		
	7.50-15 (12/14) PR	6	One builder	62	43	44		2.33		
	7.50-16 (14/16) PR	6	One builder	42	40	41		2.50		
	7.50-16 (16) PR LP	6	One builder	42	27	28		3.70		
	7.50-20 (12)PR FM.	6	One builder	34	28	28		0.00		
T RUCK BUILDING	600-9(10/12)	4	One builder	75	36	38	2	5.56	2.50	2.47
	650-10(10/12)	4	One builder	75	39	41		5.13		
	7.00-12(12)	4	One builder	70	41	37		9.76		
	825-15(16) with SW	6	One builder	45	26	28		7.69		
	10-16.5(10)	4	One builder	70	44	45		2.27		
	750-16 (16) BMXL with SW	6	One builder	41	29	31		6.90		
	825-16 (16) BMXL with SW	6	One builder	40	27	28		3.70		
	750-16 (16) BSL999	6	One builder	41	39	41		5.13		
	825-16 (16) BSL999 SW	6	One builder	40	23	24		4.35		
	750-16 (16) RIB XL PLUS	6	One builder	41	38	39		2.63		
BUILDING NEW	7.50-16 (14/16) PR	6	One builder	70	40	41	10	2.50	4.35	
	9.00-16(16)PR SMT	6	Two builders	28	28	29		3.57		
	7.50-20 (12) PR FM	6	Two builders	32	28	29		3.57		
	8.25-20 (14/16) PR	6	Two builders	30	29	30		3.45		
	9.00-20 (14/16) PR	6	Two builders	30	29	29		0.00		
	9.00-20 (14/16) PR	8	Two builders	28	25	26		4.00		
	750-16 BSL777/BSLP	6	Two builders	41	29	30		3.45		
	750-16 BSL777/BSLP	6	Two builders	41	29	30		3.45		
	825-16 BSL777/BSLP/BSL999	6	Two builders	40	29	30		3.45		
	1000-20 BSL777/BSL999	8	Two builders	28	23	24		4.35		
N	1000-20 BSLLP	8	Two builders	28	22	23	10	4.55	4.35	
	1000-20 BSL777/BSL999	8	Two builders	28	15	18		12.50		
	10.00-20 (16) PR	6	Two builders	28	27	28		3.70		
	10.00-20 (16/18) PR	8	Two builders	26	24	25		4.17		
	11.00-20(16/18) PR	8	Two builders	26	22	23		4.55		
	12.5/80-18 (12) PR	8	Two builders	28	23	24		4.35		
	12.00-24 (18)PR	8	Two builders	26	17	18		5.88		
	12.00-20(18) PR	8	Two builders	26	20	21		5.00		
	9.00-20 (14/16) PR	6	Two builders	50	50	50		0.00		
	9.00-20 (14/16) PR	6	Two builders	50	50	50		0.00		

Annexure 1

EFFICIENCY & PRODUCTIVITY INCREASE FOR THE LTS 2018-2021 (FINAL)

DEPARTMENT.	ACTIVITY AREA	PLIES CONSTRUCTION	OPERATOR/REMARKS	CURRENT OPTIMUM OUT PUT	Previous norms for (2018-2021)	Agreed new norms for 2021-2024	AGREED MANNING/SHIFT (2018-2021)	PRODUCTIVITY INCREASE WITH NEW NORMS	DEPTWISE/ CATEGORYWISE PRODUCTIVITY INCREASE	PLANT PRODUCTIVITY INCREASE
59J BUILDING	10.00-20 (16) PR	6	Two builders	49	49	49	2	0.00	0.00	
	10.00-20 (18) PR	8	Two builders	45	45	45		0.00		
BAND BUILDING	B. BUILDING (S.P.E.)		WITH CUSHION - BRAKERS	675	655	660	4	0.76	0.76	
	WINDING (NOS)		MIXED	4900	3380	3480	2	2.96	2.96	
	FILLING (NOS)		MIXED	1100	955	955	2	0.00	0.00	
	FLIPPERING (NOS)		MIXED	1000	740	755	2	2.03	2.03	
	FLIPPERING (NOS)		TT	1000	590	600	1	1.69	1.69	
	SLITTERING (ROLLS)		MIXED	26	18	19	1	5.56	5.56	
	BIAS CUT (NOS)		MIXED	7500	4500	4500	5	0.00	0.00	
CALENDER (new)	SQUEEGEE ROLLS		MIXED	100	100	115	7	15.00	15.00	
	KG/SHIFT		MIXED	5200	4400	4500	6	2.27	2.27	
	LOADING/UNLOADING TIME		Tires / Shift / M/C	2.0	2.0	2	11	0.00	0.00	
			MINUTES (LT)	3.0	4.0	4	6	0.00	0.00	
	ENGINEERING		MINUTES (TT)				10.66	0	0	
	Man power						97.66			
Total										2.01

4.5

1. Please note curing cycle changes will be depend upon technical changes.
2. All machine out-put will be depend upon technical changes & modification of the machine.
3. Any new Equipment / New sizes /Operations, targets will be finalized with the "time & work study".
4. 3w old building machines out put (without helper) will be increased proportionately.
5. In bias cutter no helper and ,less splicing table working targets will be increased proportionately

**Engineering Dept. proposed norms for 2021-23 LTS Agreement -ACPL Kalutara Fainal**

Annexure-02

Efficiency  
Parameters

Task			Previous Norms FY(18-21)	Agreed norms FY(21-23)
Mould Change Time	3W	One Mould	70	<b>65</b>
		Two Moulds	120	<b>110</b>
	LT	One Mould	100	<b>90</b>
		Two Moulds	165	<b>160</b>
		One Mould(12-16.5,10-16.5,750-20)	130	<b>130</b>
		Two Mould(12-16.5,10-16.5,750-20)	200	<b>200</b>
		One Mould(600-9,650-10)	120	<b>120</b>
		Two Mould(600-9,650-10)	180	<b>180</b>
	TT	One Mould	170	<b>170</b>
		Two Mould	315	<b>315</b>
		One Mould 12.5/80-18,11.00-22.5,11-20 with same sizes	170	<b>170</b>
		Two Mould 12.5/80-18,11.00-22.5,11-20 with same sizes	315	<b>315</b>
	B3 & B4	One Mould(12.5/80-18,11.00-22.5,11-20 with any other sizes)	200	<b>200</b>
		Two Mould(12.5/80-18,11.00-22.5,11-20 with any other sizes)	350	<b>350</b>
	B7	one Mould(11-20,12-20,12-24 with same size)	200	<b>200</b>
		Two Mould(11-20,12-20,12-24 with same size)	390	<b>380</b>
		one Mould(900-20,1000-20)<--> (12-20,12-24)inter change	250	<b>250</b>
		Two Mould(900-20,1000-20)<--> (12-20,12-24)inter change	480	<b>480</b>
Drum Change Time	3W(1/2/3)	Only Drum	10	<b>10</b>
		Only Segment	20	<b>20</b>
		Drum & Segment	25	<b>25</b>
	3W BMC 4 & 5	Only Drum	90	<b>75</b>
		Drum & Segment	135	<b>130</b>
		Segment Only	75	<b>70</b>
	LT	Only Drum	25	<b>25</b>
		Only Segment	30	<b>30</b>
		Drum & Segment	40	<b>40</b>
		Only Drum(600-9,650-10,750-20)	55	<b>55</b>
	TT	Only Drum(6 segments)	30	<b>30</b>
		Only Segment(6 segments)	35	<b>35</b>
		Drum & Segment(6 segments)	40	<b>40</b>
		Only Drum(8 segments)	40	<b>40</b>
		Only Segment(8 segments)	45	<b>45</b>
		Drum & Segment(8 segments)	50	<b>50</b>
		Drum & Segment(900-16)<--> (12-16.5)	90	<b>90</b>
		Drum(900-16,750-16,825-16)<-->Any other 20'Drum	60	<b>60</b>

Note:

Bladder Change Times For assembled Bladders.

Type of Bladder	Norms FY18-21	Agreed new Norms FY 21-23
3W(One side)	15min	10(One technician)
3W(both side)	25min	20(One technician)
3W(One side 450-10)	15min(Two technician)	15(Two technician)
3W(One side 450-10)	20min(Two technician)	20(Two technician)
2W(one side)	15min(Two technician)	13(Two technician)
2W(both side)	20min(Two technician)	18(Two technician)
LT(One side)	15min	15(Two technician)
LT(One side)	30min	25(Two technician)
TT(One side)-for B3 & B4 Presses Only	25min	20(Two technician)
TT(Both sides)-for B3 & B4 Presses Only	45min	40(Two technician)
TT(One side) - Others	25min	25min(Two technicians)
TT(Both side) - Others	45min	45min(Two technicians)

The above Bladder Changing times are subject to:

- 1 All Bladders should have been pre-assembled.
- 2 All Bladder Clamps should be standardized for all Categories of Curing Presses.

### Annexure - 03

1. All operators and helpers need to take required Paint solution from solution making room in every shifts.
2. Curing output will depend on curing cycle time made with technical changes.
3. Norms of quality and quantity of 3W common press must be equivalent to that of a normal press.
4. For delivery of full norms of 59J Truck Tyre machine, Bead/ tread/ Sidewall/ Chafers/ Benozoline will be provided close to machine area.
5. At the end of each shift, all relevant machine and press operators are required to clean their machine and surrounding area before handing over to the next shift operation.
6. Extruder output is measured for quality approved products only.
7. Norms of Bead section is computed for nominal product mix.
8. Employees in Engineering Division who are on the roster in A and B and General shifts should continue to work 8/8.5 hours on days on which production work only for 5 hours. Three Technicians, Forklift Driver along with the Officer who are normally on duty in the C shift also should continue to work for 8 hours.
9. No annual increment will be granted for any employee who attend less than 75% of his arranged and allocated maintenance programs on Holidays (Poya Days/ Sundays/ Statutory Holidays). Company agrees to increase the weight given to Maintenance program attendance in Annual Appraisal.

10. Training period of employees who joined the company at the initial stage as National Apprenticeship Board Trainees and has been in continuous service to date will be added to service period upon submitting required details considering their long standing service.
11. The payment overtime for working on Poya days will be 1.5 times the hourly wage for the first eight hours and 2 times hourly wage for working beyond eight hours. In addition, an additional off day in lieu for work on Poya Day will be granted for each employee in addition to the aforementioned overtime payments.
12. If maintenance work is arranged on Sinhala/ Tamil New year period during which the Company is closed for vacation (other than the statutory holydays), the employees will be paid an additional payment at a rate of 1.5 times the hourly wage in addition to granting an extra off day in lieu if covering work has been done.
13. The Current Factory opening allowance paid to Engineering/Production employees will be increased from Rs. 500/- to Rs. 750/- under the existing terms and conditions.
14. In the event that an employee meets with an accident within the Company the company, in addition to paying the normal basic wage will pay attendance allowance, meal allowance, production bonus (Rs.1, 500/-) and Boiler Allowance (if applicable) subject to deductions for no-pay absences.
15. Until B2 press is replaced with new one, relevant B2 press operators in Truck Tyre Curing Section to do trimming activity with following quantity of tyres per shift with the proper documentation.

Tyre Category	Number of Tyres
3W	25
LT	05
TT	10

16. Norms of 3W and 2W Building Machines in the of one operator being allocated are as follows:

Size	Machine	Norms Two Operators	Norms One Operator +One helper	Norms One Operator Only(No Helper)
350-10	Old	161	109	80
450-10	Old	76	45	38
4.00-8	Old	114	77	57
90/90-12	New	256		128
90/90-10	New	275		137
90-100-10	New	259		129
300-10	New	275		137
4.00-8	New	239		119

17. "No helpers" norms in Bias Cutter are as follows:

Bias cutter	Agreed norms 2021-2024
Full crew	4500
Operator/3 Splicer/No helper	2900
Operator/2 Splicer/No helper	1900

18. Two additional contract employees will be provided for bladder pre-assembling during the day time. They will be kept in the production Cadre. The company agrees that these two employees will NOT be used for any other Engineering work other than Bladder Pre-Assembling.