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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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2382/06 – TUESDAY, APRIL 30, 2024

(Published by Authority)

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 Limited, 7th Floor, Aitken Spence Tower 2 -315, Vauxhall Street, Colombo 02 of the one part and the Inter Company Employees Union, No.10, Council Lane, Dehiwala of the other part on 4th January 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 April, 2024.

Collective Agreement No. 9 of 2024



2A

I කොටස: (I) ඡේදය – ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය – 2024.04.30
PART I: SEC. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 30.04.2024

COLLECTIVE AGREEMENT

OF

2024-2025

BETWEEN

HEINEKEN LANKA LTD

AND

THE INTER COMPANY EMPLOYEES' UNION

COLLECTIVE AGREEMENT

This Agreement entered into by and between **Heineken Lanka Limited** a Company duly incorporated in Sri Lanka and having its registered office at **07th Floor, Aitken Spence Tower 2- 315, Vauxhall Street, Colombo 02** (hereinafter referred to as "**the Employer**") and the **Inter Company Employees Union (ICEU)** a Trade Union duly registered in Sri Lanka, having its registered office at **No.10, Council Lane, Dehiwela** (hereinafter referred to as "**the Union**").

WHEREAS, after representations were made by the Union for a revision of salaries and other benefits 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 1st January 2024 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 2025 and the Agreement shall not stand terminated (period of 2 years) prior to the 31st December 2025.

3. WAGE REVISION

1. The Employer agrees to grant a salary revision of 14% during the first year *i.e.* 1st January 2024 to 31st December 2024, to all employees covered and bound by the Collective Agreement. Where an employee who is covered and bound by the Collective Agreement draws a basic salary less than Rs. 40,000/- subsequent to the said salary revision, such employee will be paid an additional sum equal to the difference between Rs. 40,000/- and his current basic salary for the purpose of bringing his basic salary to Rs. 40,000/- per month.

The Employer agrees to grant a salary revision of 12% during the second year *i.e.* 1st January 2025 to 31st December 2025, to all employees covered and bound by the Collective Agreement. Where an employee who is covered and bound by the Collective Agreement draws a basic salary less than Rs. 45,000/- subsequent to the said salary revision, such employee will be paid an additional sum equal to the difference between Rs. 45,000/- and his current basic salary, for the purpose of bringing his basic salary to Rs. 45,000/- per month.

For the purpose of clarity and convenience please find the below mentioned table, incorporating the wage revisions for 2024 and 2025

	Current Basic		Current Basic	
	<Rs.40,000	<Rs.45,000	< Rs.45,000>	
Year	2024	2025	2024	2025
Increase	14%	12%	14%	12%
Adjustment	paid an additional sum equal to the difference between Rs. 40,000/-	paid an additional sum equal to the difference between Rs. 45,000/-	0	0

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

Shift	2024	2025
Shift 1	410	410
Shift 2	470	470
Shift 3	525	525

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

3. Beer quota to be increased to LKR 3,000/- per month.

4. *Transport Allowance -*

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.

The Transport allowance shall be considered for revision and calculated according to the current market prices, periodically.

<i>Distance from residence to work</i>	<i>Travel Allowance 2024 (Rs.)</i>	<i>Travel Allowance 2025 (Rs.)</i>
< 10 km	2,018.00	2,018.00
10 km - 20 km	3,028.00	3,028.00
> 20 KM	3,605.00	3,605.00

5. Medical reimbursement allowance shall be Rs.14,000/- 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 2024/2025*

KPI	Achievement	Amount LKR
Brewing Volume	100%	2,500.00
Packaging Volume	100%	2,500.00
Combined Energy	100%	1,500.00
Water Consumption	100%	1,500.00
Extract loss	100%	1,000.00

1. The annual target for the above KPI shall be published by the employer at the beginning of the year.
2. An employee will be eligible for a maximum of LKR 9,000/- as a pay-out for the production incentive.
3. Production incentive shall be paid for achievement of each KPI (amount stipulated above).
4. 60% of the stipulated amount for each KPI, will be paid for achievement of 90%.
5. The monthly targets of the succeeding month will be published on notice boards by the 25th of the previous month
6. 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 pay-out at its discretion.
7. 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.
8. 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 & 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, 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 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 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 into consideration the business needs of the employer in to 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 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 **04th day of January Two Thousand and Twenty Four**, in Colombo.



 for and on behalf of:
HEINEKEN LANKA LIMITE
[FORMERLY KNOWN AS A
(LANKA) LIMITED]
Name : Mr. Paduma Subas
Designation : Director Hu

Witnesses:

1.



Name : Mr. Adhil K
Designation : Deput
The Employers' Fed

3.



Name: Mr. Mahesh
Designation : Mana