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No. 1801/34 – THURSDAY, MARCH 14, 2013

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1457.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Regnis Lanka PLC. No. 52, Ferry Road, Off Borupana Road, Ratmalana of the one part and the Commercial and Industrial Workers Union, No. 17, Barracks Lane, Colombo 02 of the other part on 18th day of June, 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
21st February, 2013.

Collective Agreement No. 18 of 2012

COLLECTIVE AGREEMENT

THIS COLLECTIVE AGREEMENT made this 18th day of June 2012 pursuant to the Industrial Disputes Act between Regnis Lanka PLC., a Company duly registered in Sri Lanka under the Companies' Ordinance, and having its registered office at No. 52, Ferry Road, Off Borupana Road, Ratmalana (hereinafter referred to as the "Employer") of the one part and the Commercial and Industrial Workers Union, a Trade Union duly registered in Sri Lanka under the Trade Unions' Ordinance and having its registered office at No. 17, Barracks Lane, Colombo 02 (hereinafter referred to as the "the Union") of the other part

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

Title: This Collective Agreement shall be known and referred to as the Regnis Lanka PLC. Collective Agreement of 2012.

Registration: An application will be made by the Employer to the Commissioner of Labour for registration of this Agreement under the Industrial Disputes Act.

Whereas the Employer and the union have, consequent to negotiations, arrived at a final settlement in respect of the following:

1. **Employer Covered and Bound.** – Regnis Lanka PLC., Ratmalana.

1A – G17431 – 365 (2013/03)

This Gazette Extraordinary can be downloaded from www.documents.gov.lk.

2. **Employees Covered and Bound.**— This Agreement shall cover and bind the Union and its members employed in the manual, clerical, supervisory and quality controllers' grades who are in service with the Employer, in permanent capacity and in respect of whom salary scales have been set out in schedule (1) hereof.

3. **Date of Operation and Duration.**— This Agreement shall be effective from the 15th day of June, Two Thousand Twelve and shall continue to be in force unless it is terminated by either party with three month's notice to the other in writing provided, however, that no such notice shall be given by either party prior to the 15th day of June 2014, and such notice shall not take effect and this Collective Agreement shall not stand terminated until the 15th day of June 2014. Any notice of termination given by a party prior to the 15th day of June 2014 shall have no effect whatsoever.

4. **Salaries.**—The Employer shall increase the salaries as follows subject to agreement to the output norms and the productivity issues contained in Schedule (2) hereof being compiled with and implemented.

(1.1) A Rs. 2,000/- salary increase to the present basic salary with effect from the 15th day of June 2012.

(1.2) In addition, the employees in the grade of Supervisors, Quality Controllers and Senior Assistant (Accounts/Commercial/Personnel) would receive a further Rs. 300/- increase to the salaries effective from the 15th day of June 2012. Rs. 150/- would be added to the salaries of Master Technicians.

(1.3) Rs. 600/- increase to the basic salary with effect from the 15th day of June 2013.

(1.4) Increments of all salary scales to be adjusted upward by Rs. 25/- with effect from the 15th day of June 2012.

5. **Ex-Gratia Payment.**—The Employer agrees to pay within a period of seven days from signing of this Collective Agreement Rs. 18,000/- to an employee ex-gratia.

This payment shall not constitute a part of an employee's wages and / or earnings for any consequential benefits whatsoever.

6. **Non Recurring Cost of Living Gratuity.**—Parties agree to pay the NRCLG on the basis of the agreement arrived in the Memorandum of Understanding signed between the two parties on the 16th of November 2011.

Both parties agree to arrive at a mutual understanding if any change is made in regard to the cost of living index.

7. **Service Award.**—Rs. 15/- per each completed year of service will be added to the basic salary in respect of the period of service of each employee in employment as at 15th day of June 2012, as a once and for all adjustment. This would be only in this instance.

8. **Shift System.**—Union agrees to work on shifts as and when the management requests to do so. In the case of shift work, the parties have agreed to work on the following basis giving the 8 hours output within the shift.

a. Morning shift – 6.00 a.m. to 2.00 p.m.

b. Evening shift – 2.00 p.m. to 10.00 p.m.

It is agreed that workers would continue with the evening shift from 10.00 p.m. to 5.00 a.m. on overtime basis whenever required by management, subject to the consent of the worker.

The shift exchanging facility could be availed of only with the prior written approval of the management.

A shift allowance of Rs. 150/- will be provided for shifts operating from 6.00 a.m. to 2.00 p.m. and 2.00 p.m. to 10.00 p.m.

If the management at its discretion decides that it is not necessary to work on a shift basis, then the present work practice will be reverted to, for a specific period of the time.

9. **Meals.**—A meal allowance of Rs. 100/- will be applicable for the following instances:

- i. Those who are assigned to work during 6.00 a.m. to 2.00 p.m. shift, if and employee does overtime work until 10.00 p.m.
- ii. Those who are assigned to work during 2.00 p.m. to 10.00 p.m. shift, if and employee does overtime until 5.00 a.m. on the following morning.

10. **Medical Scheme.**—The existing medical scheme will be revised in the following manner:

1. Increase the medical reimbursement to Rs. 1,300/- per month.
2. All other terms and conditions will be as per the existing "Medical Aid Plan"

11. **Duty Leave- Monthly Executive Committee Meeting of the Union.**— If a written request is made for permission to attend a monthly Executive Committee Meeting of the Union, 48 hours prior to such date, the Employer at its discretion would generally grant permission to designated members (not more than two) of the officials of the Union. This would not preclude or prejudice the right of the Employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal. The duty leave if granted would be on the designated day of the Executive Committee Meeting and would be on one occasion per month.

The Union hereby undertakes to furnish the employer a list of names of the designated members of the Executive Committee of the Union from amongst its members and keep the employer informed of any changes made therein from time to time.

The Company agrees on the written request of an employee to deduct from wages due to such employee, the current monthly union dues as are specified by the employee, to be payable monthly by the employee to the union and to remit the amount so deducted to the Union, until such time as the employee maintains his request.

12. **Count Setting Mechanism.**—The management and the Branch Union have agreed to the following:

- (1) The Management Representative and the Representative Machine Operators will discuss and work together to achieve maximum output of the operation and then it will be discussed and agreed with Branch Representatives.
- (2) Failing above, two Managers and Representative Machine Operators will check the actual timing etc. and jointly work to achieve the maximum output. It will be agreed with Branch Representatives.
- (3) Failing above, Machine Operators, Branch Union Committee and the Management Representatives will discuss and agree on count.
- (4) If a settlement cannot be achieved, a time study/work study will be carried out by a time study/work study practitioner and parties will try to arrive at a settlement based on its findings.
- (5) If yet a settlement fails, a discussion will be convened with the Parent Union under the auspices of the Employers' Federation of Ceylon to arrive at a settlement after discussions based on time study / work study Practitioner's findings.
- (6) While discussions and negotiations as above are proceeding, the operations in question will continue.

13. **Trade Union Action.**— The Company, the union and the employees covered and bound by this Agreement agree that no party shall attempt to amend, vary or alter the terms of this Agreement during its period of operation and the Union and the employees shall not resort to any form of Trade Union action whatsoever in relation to any matter covered by this Agreement or related to the remuneration package of employees.

14. **Dispute Settlement Procedure.**— In the event of a dispute that may arise between parties, the following procedure shall be followed for the resolution of such dispute.

- (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 discussions.
- (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 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 Company may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.
- (d) Subject to Clause - 14 hereof, the Union and the employees agree that they shall not resort 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 Company shall be given reasonable notice of such action.

15. The Union and its members shall co-operate with the Company in the maintenance of discipline, avoidance of waste, maintenance of safe working conditions, improvement of quality, improvement of productivity and securing efficiency in such manner as to augment the competitive strength of the Company.

Witness hereof, the parties hereunto set their hands on this 18th day of June Two Thousand and Twelve.



For and on behalf of
REGNIS LANKA PLC.

Name:

V G K Vidy

Designation:

Factory

Witness:



Name:

K D Kospelawa

Designation:

Factory Man

SCHEDULE 01

REGNIS LANKA (PLC) - SALARY SCALES

Production/Maintenance/Stores Employee			
Grade II	13,050.00	150 x 52.50	20,925.00
Production/Maintenance/Stores Employee			
Grade I	14,500.00	150 x 55.00	22,750.00
Asst. Technician/Counterman Grade II	15,350.00	150 x 60.00	24,350.00
Technician Grade II/Counterman Grade I	16,250.00	150 x 65.00	26,000.00
Technician Grade I/Store men	17,150.00	150 x 70.00	27,650.00
Master Technician/Senior Store men	17,850.00	150 x 75.00	29,100.00
Supervisor	14,500.00	150 x 70.00	25,000.00
Supervisor Special Grade II	15,350.00	150 x 75.00	26,600.00
Supervisor Special Grade I	16,350.00	150 x 80.00	28,350.00
Senior Production Supervisor	19,100.00	125 x 85.00	29,725.00
Senior Production Supervisor Special Grade II	20,350.00	125 x 90.00	31,600.00
Senior Production Supervisor Special Grade I	21,350.00	125 x 95.00	33,225.00
Quality Controller	14,300.00	150 x 65.00	24,050.00
Quality Controller Special Grade II	15,200.00	150 x 70.00	25,700.00
Quality Controller Special Grade I	16,150.00	150 x 75.00	27,400.00
Senior Quality Controller	18,950.00	125 x 80.00	28,950.00
Senior Quality Controller Special Grade II	20,050.00	125 x 85.00	30,675.00
Senior Quality Controller Special Grade I	20,900.00	125 x 90.00	32,150.00
Chief Quality Controller Grade II	14,800.00	150 x 80.00	26,800.00

Chief Quality Controller Grade I	15,600.00	150 x 85.00	28,350.00
Chief Quality Controller Special Grade II	18,400.00	125 x 90.00	29,650.00
Chief Quality Controller Special Grade I	19,700.00	125 x 95.00	31,575.00
Driver Grade III	13,850.00	150 x 60.00	22,850.00
Grade II	14,750.00	150 x 65.00	24,500.00
Grade I	15,650.00	150 x 70.00	26,150.00
Delivery Employee Grade III	13,550.00	150 x 50.00	21,050.00
Grade II	14,400.00	150 x 52.50	22,275.00
Grade I	15,250.00	150 x 55.00	23,500.00
Accounts/Personnel/Commercial			
Junior Assistant	13,750.00	150 x 55.00	22,000.00
Assistant	14,700.00	150 x 62.50	24,075.00
Senior Assistant	15,650.00	150 x 70.00	26,150.00
Office Aid Grade II	13,650.00	150 x 52.50	21,525.00
Grade I	14,500.00	150 x 55.00	22,750.00
Stenographer Grade II	13,750.00	150 x 55.00	22,000.00
Grade I	14,700.00	150 x 62.50	24,075.00
Special Grade II	16,100.00	150 x 75.00	27,350.00
Special Grade I	17,050.00	150 x 80.00	29,050.00

SCHEDULE 02

Collective Agreement – 2012

PRODUCTION LEVELS AND NORMS

Operation	People	Output
1. Condenser socket fixing (with operator de-packing boxes)	01	27 Nos./hr.
2. Thermostat checking (including fixing of plastic cap)	01	18.25 Nos./hr.
3. Door liner cutting		
- R 72 model	01	20 Nos./hr.
- NST 200 model	01	15 Nos./hr.
- NST 242S/NST 260 models	01	10 Nos./hr.
4. Door liner punching R 72 model	01	30 Nos./hr.
5. Powder coating (all models)	03 Painters	to be increased by 11 Nos./8 hrs.
6. Door bending		
- Top door of NST200/R192/NST242S/SR245V	01	60 Nos./hr.
- other models	01	31 Nos./hr.
7. Back plate punching	01	40 Nos./hr.
8. It was agreed the output of NST 260 assembly line would be increased to 53 units/8 hrs., when the necessary people were infused and line modifications are completed.		
9. CIWU also agrees that on following issues they are willing to accept a settlement reached between the Management and the CMU.		
- Bottom Styrofoam inserting		
- Carton inserting		
- Bottom cardboard fixing		
- NST242S/SR245V assembly		
- Condenser pasting of model RGS 5		
- Establishing Operations on power belt		
- Operating both assembly lines at 76 units/8 hrs. Capacity		
- Operating 76 units/8 hrs. Capacity line during overtime		
- Operating Bottle Cooler line at 58 or 76 units/8 hrs. Capacity when necessary people are introduced.		
- Operate Bottle Cooler line during overtime		

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 the one part and the Inter Company Employees Union, No. 12/2, Weera Mawatha, Sri Subuthipura Battaramulla of the other part on 11 th day of October 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
21st February, 2013.

Collective Agreement No.29 of 2012**COLLECTIVE AGREEMENT**

This Collective Agreement made on this 11th day of October 2012, 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 12/2, Weera mawatha, Sri Subuthipura, Battaramulla, 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 as from the 1st April 2012 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 party before the 1st day of march 2014. 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:

- (a) First year commencing 1.4.2012 - 9%
- (b) Second year commencing 1.4.2013 - 13%

(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 budget allowances.

4. **Special ex-gratia.**— The Company shall made a special ex-gratia payment of Rs. 5,000/- to confirmed employees serving the Company as at 1.4.2012 which shall not attract consequential benefits such as EPF/ETF/Gratuity, overtime, etc. This payment shall be made at the end of October 2012. In the case of the employees who have joined in the 2011/12 financial year and confirme after 31.3.2012, and up to the date of signing the agreement, the payment shall be made on a pro-rata basis on completed months worked.

5. **Bonus.**— Without prejudice to the claim of the Employer that bonus payments are ex-gratia, the Employer shall continue to pay two month's salary as annual bonus.

The hitherto practice with regard to the time of payment and deductions based on attendance, punishments 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.

6. 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 following conditions collectively:

(a) Wow	- 30% (Based on factory savings)
(b) 5S	- 30% (Based on 5S score - audits)
(c) RIR/Near Misses	- 10% (Based on our safety performance)
(d) Production	- 10% (Based on annual packing as per forecast)
(e) Quality	- 10% (Based on sheet takeout)
(f) Security	- 10% (Based on 'Zero' security incidents)

However it is also agreed by the employer to make payment on pro-rate basis of the production bonus in the event each of the abovementioned criteria is achieved. e.g.: If only (a) and (b) are achieved, they will receive an amount equivalent to 60% of the production bonus as the weights in percentages are mentioned against each criterion.

- (ii) It is also agreed by parties to revise production bonus targets by 31st March, 2013 for the following year 2013/14.
- (iii) Parties agree that the employer reserves its right to 10% of forfeiture on production bonus Payable on account of written warning 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.

7. Shift Allowance.- Subject to the Present criteria of payment it is agreed by parties that the shift allowances will be revised in the following manner for the duration of the Agreement:

1st shift (6.00 a.m. to 2.00 P.m.)	- Rs. 100.00
2nd shift (2.00 p.m. to 10.00 P.m.)	- Rs. 130.00
3rd shift (Night shift)	- Rs. 800.00(no increase)

8. Medical Benefits.-

- (i) **OPD** - with effect from 1st April, 2012, the employer shall reimburse expenses incurred by employees in respect of OPD treatment to a maximum of Rs. 20,000/- and such amount shall be offered to each confirmed employee as a family Unit.
- (ii) **Hospitalization Insurance**- With effect from 1st April 2013, the Employer shall pay the premium for Hospitalization insurance as a family unit, in respect of Hospitalization to a maximum of Rs. 75,000/- per employee per annum.

9. Parties agree to have the factory shut down days to be increased from the current 4 days to 8 days and the days to be agreed by the management and the Union in November 2012 for the calendar year 2013 and in November 2013 for the calendar year 2014.

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

It is also agreed by parties that the Memorandum of Understanding signed between the Employer and the Union (annexed hereto as Annex 1) on the 12th May 2009 with regard to change of work arrangements, shall also constitute part of the terms and conditions of employment.

11. Increase of shift handover/take over time.- Parties agree to increase the shift handover/take over time from the present five (5) minutes to 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.

12. **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.

13. **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 least two weeks given for the Employer to resolve the dispute.
- (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 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 action.

14. **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.
 - (c) Flexibility to move within currently practiced shift patterns to facilitate training, manning of new machinery and production requirements.
 - (d) All activities connected to the management of quality, environment, health and safety, implementation of international standards, continuous improvement and training activities.
 - (e) 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.
 - (f) Taking of 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, X'mas and four other days which will be agreed by both parties in November 2012 for the calendar year 2013) if required for annual maintenance and other maintenance matters.

In witness whereof, the parties aforesaid have hereunto set their hands at Colombo on this 11th day of October Two Thousand and Twelve.


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**For and on behalf of
Lanka Currency &
Print (Pvt) Limited**

Name : Davi
Designation : Dire

Witnesses:


.....
**Prasad de Silva
Senior Industrial Rela
The Employers' Fede**