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PART I : SECTION (I) – GENERAL Government Notifications

My No.: CI / 1848.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Sri Ramco Roofings Lanka Pvt Ltd, Mathugama Industries Estate Pallegodawatta, 5th mile Post, Meegama, Dharga Town, of the one part and the Inter Company Employees Union, No. 259 / 9, Sethsiri Mawatha, Koswatta, Thalangama of the other part on 11th January, 2017 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
04th May, 2018.

Collective Agreement No. 08 of 2017

COLLECTIVE AGREEMENT

This Collective Agreement entered into between Sri Ramco Roofings Lanka Pvt Ltd a duly incorporated company having its registered office at Mathugama Industrial Estate Pallegodawatta, 5th mile Post, Meegama, Dharaga Town, Sri Lanka and here in after referred to as “The Employer” and the Inter Company Employees Union (ICEU), a duly registered Trade Union having its registered office at No. 259/9, Sethsiri Mawatha, Koswatta, Thalangama here in after referred to as “The Union”.

Whereas the union has made certain proposals to the Employer for the revision of terms and conditions of employment of their permanent workmen employed by the employer at their factory at Mathugama and the parties have after negotiations arrived at the following terms of settlement consequent to the undertaking by the Union and the membership to rectify the issue of two workmen in one location, based on the Factory Engineer/Third Party Report.

1. **Parties Covered and Bound.**— The terms of this Collective Agreement shall cover and bind the Employer, the Union and members of the Union who are employed by the Employer in the manual category on monthly contracts of employment, who are in permanent and continuous employment on 1st of April 2016 as per Annexure “A”.

2. **Date of Operation and Duration .**— This Agreement shall take effect from 1st of April 2016 and shall unless otherwise terminated by either party giving one month’s written notice to the other, continue to remain in force provided, however that neither party shall give such notice prior to 28th February 2019 and the Agreement shall not stand terminated prior to the 31st day of March 2019.

3. **General Terms and Conditions of Employment .**— During the continuance in force of this agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this agreement and an Employee covered and bound by this agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

4. **Wages.**— 3.1 An employee who is in permanent employment on or before 1st of April 2016 and continue the Employment (Annexure “A”) on the date of signing of this agreement shall have his wage revised with effect from 1st April 2016 by the addition of LKR 2200 only (two thousand two hundred) to the wage drawn by him on 31st of March 2016.

3.2 An employee who is in permanent employment on or before 1st of April 2016 and continue the Employment (Annexure “A”) on the date of signing of this agreement shall have his wage revised with effect from 1st April 2017 by the addition of LKR 1500 only (one thousand five hundred) to the wage drawn by him on 31st of March 2017.

3.3 An employee who is in permanent employment on or before 1st of April 2016 and continue in the Employment (Annexure “A”) on the date of signing of this agreement shall have his wage revised with effect from 1st April 2018 by the addition of LKR 1200 only (one thousand two hundred) to the wage drawn by him on 31st of March 2018.

It is hereby agreed between the Union and the Employer that the Employer is in full compliance with the Budgetary Relief Allowance of Workers Act 4 of 2016 specifically provisions 3 (1) (a), and 3 (2) (a).

5. **Arrears**— The Employer shall pay notional arrears without any consequential benefits with effect from 1st April 2016 up to 30th November 2016 amounting to a sum of Rupees Seventeen Thousand Six Hundred (Rs. 17,600) which will be paid on or before 31st January 2017.

6. **Meal Allowance**— It is hereby agreed that the existing meal allowance shall remain unchanged during the existence of this Agreement.

(a) An employee who was employed after 01.01.2013 shall receive a maximum of LKR 500 per month based on his attendance.

(b) An employee who was employed after 01.01.2013 shall receive a maximum of LKR 800 per month based on his attendance.

7. **Transport Allowance**— It is hereby agreed that the existing transport allowance shall remain unchanged during the existence of this Agreement.

(a) An employee who was employed after 01.01.2013 shall receive a maximum of LKR 500 per month based on his attendance.

(b) An employee who was employed on or before 01.01.2013 shall receive a maximum of LKR 800 per month based on his attendance.

8. **Attendance Incentive**— It is hereby agreed that the existing attendance incentive shall remain unchanged during the existence of this Agreement and paid as follows,

- (1) For attending 25 days or more – LKR 3500 per month
- (2) For attending 24 days on a month – LKR 3100 per month
- (3) Less than 24 days in a month – NIL

9. **Night Shift Allowance**— The existing night shift allowance of LKR 35 per day will be paid for workers who are engaged in work in full night shift (08 hrs)

10. **Tea**— Free tea servicing to the workmen twice in a shift at the work spot shall continue.

11. **Exgratia**— An exgratia payment during the Sinhala/Tamil festival shall be paid as follows,

- (a) For year 2016 – 2017 LKR 10,000/- (In April 2017)
- (b) For year 2017 – 2018 LKR 11,000/- (In April 2018)
- (c) For year 2018 – 2019 LKR 12,000/- (In April 2019)

12. **Festival Advance**— An sum of LKR 15000 per year shall be paid as festival advance to all permanent employees covered under this Agreement in the month of April of every year during Sinhala/Tamil New year, which shall be deducted in eight equal installments, the first installment shall be deducted from the May salary.

13. **Probation**— Every employee recruited by the employer shall serve a Period of probation of not more than nine (9) months, provided however, that if during the nine (9) months probationary period the employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (3) months and in that event the employer shall indicate to the employee in writing the reasons why the probationary period has been extended during the Period of probation or extended probation the employer shall have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the employer, the employee shall be deemed to be confirmed in his employer's service with effect from the day after the day on which the period of probation or extended probation as the case may be ended.

14. **Attendance**—

- * Unless otherwise specifically instructed by the Employer an employee shall be physically present himself for work on everyday other than his weekly off and holidays in his allocated location and throughout the allocated timing of the shift at the usual starting time and shall be available for work throughout the normal working hours.
- * Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable for appropriate disciplinary action. A maximum of ten (10) minute grace shall be permitted occasionally, provided acceptable reasons are given.
- * The Employer, is entitled to take disciplinary action including termination of employment in respect of habitual absenteeism of an employee.
- * There shall not be any interruptions in work in the plant due to any other meeting/conference not connected with the operation of the plant unless specific permission have been obtained from the authorities. Failure to adhere to this requirement will lead to disciplinary action.
- * Late attendance, leaving the work place without authority, unauthorized absence from the work will be viewed seriously and action as deemed fit will be taken against such employee.

15. **Hours of Work**— Work in the factory shall be on shift basis and the hours of work of such shifts shall be as per the existing shift hours as decided by the Employer from time to time depending on the exigencies of Business.

16. **Absence From Work Point**— Unless for good cause shown to the satisfaction of the Employer, if an employee is not present at his work point during his working hours, The Employer is entitled to take disciplinary action against such employee.

17. **Overtime**— If required by the Employer an employee shall work reasonable overtime. Refusal to work reasonable overtime without a satisfactory explanation by an employee, shall constitute misconduct and neglect of duty for which he shall be liable for appropriate disciplinary action.

Overtime work (work performed in excess of normal working hours) shall be remunerated in accordance with law.

18. **Medical Report**— A copy of the annual medical report of an employee, will be provided by the Employer, on a duly filled application being tendered, by the employee.

19. **Retirement**— On reaching the age of Fifty Five (55) years, an Employee shall retire and cease to be employed by the Employer, and there shall be no obligation on the Employer to give any notice for such retirement.

20. **Uniform**— It is agreed to provide two sets (Two pants and two half sleeve shirts) for every calendar year for each Permanent Employee. The Employee should attend duty in uniform only. If not, the Management has the right to take appropriate disciplinary action.

21. **Safety Shoes**— The Employer shall provide a pair of Safety shoes for all permanent employees every year who are on the roll. The employee shall wear the safety shoes during work hours, failing which the Employer shall have the rights to take disciplinary action against those employees.

22. **Dispute Settlement Procedure.**— Parties also agreed that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner.

1. 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 discussion.
2. If the matter is not resolved then the branch committee of the union will refer the dispute to the union and will raise it with the Management director with Employers Federation of Ceylon (EFC) for resolving through discussions.
3. In event of no satisfactory resolution of the dispute after discussions, the Union or Employer may seek the intervention of the Department of Labour under the provisions of the industrial disputes Act for conciliation.
4. The union have agreed that they shall not resort to any form of trade union action without having complied with the procedure set above for the settlement of an industrial dispute and in the event of any trade union action the Employer shall be given fourteen days (14) notice of such action by the union.

23. **General Terms.**—

1. This Agreement (1st April 2016 to 31st March 2019) shall be in both English and in Local (Sinhala and Tamil) languages. For any disputes, the English version shall prevail over all other versions in context and meaning and binding by both the parties.
2. To establish the quality, if reasonable steps taken by the Employer, the employees shall render their full co-operation for ensuring the quality of the products.
3. Due to breakdown of machinery, or due to scarcity of raw materials or for any reason beyond the control of the Employer, the employees shall attend to other reasonable alternate work, as may be allotted to them from time to time.
4. Even though employees have been classified into different grades, the Employer reserves the right to transfer the employees from one department to another or within the department which shall not adversely affect their wages. The employee shall attend, to such work, irrespective of their classification within such department, which may be similar/relevant in nature to his work, on the exigencies of the situation from time to time.
5. In case of interruption of production and breakdown, it shall be the responsibility of the employee to render wholehearted assistance to the Supervisory Staff and Officers to rectify the defects and attend to such other jobs as may be allotted by the Supervisory Staff in this connection.
6. The employees shall whole heartedly co-operate in maintaining the machines in good condition by adhering to preventive and regular maintenance schedules.

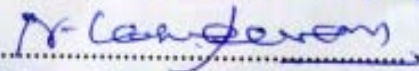
24. **Trade Union Action.**— The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action against the Employer, in respect of any dispute between the Union or the Employees and the Employer, whether or not such dispute is related to the Agreement, except where such dispute has been caused by an act of the Employer which in the opinion of the controlling body (by whatsoever name called) of the Union is mala fide or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and/or its members or is grossly unfair or seriously detrimental to the interest of the Union and/or its members. Provided however that at least fourteen (14) days' notice in writing shall be given by the Union to the Employer, the Federation and the Commissioner General of Labour before the date of commencement of any intended strike or other form of trade union action.

25. **Variation of Terms and Conditions of Employment and Benefits.**—

1. The Union and the Employees jointly and severally agree with the Employer that during the continuance in force of this Agreement they will not seek to vary, alter or add to all or any of the terms and conditions of employment presently applicable to any of the Employees covered and bound by this Agreement as amended or altered in terms of this Agreement, or all or any of the benefits presently enjoyed by any of the Employees covered and bound by this Agreement other than by mutual agreement.
2. The Employer agrees with the Union and the Employees that the Employer shall not seek to vary, alter or withdraw all or any of the benefits presently enjoyed by the Employees other than by mutual agreement.
3. Any dispute or difference arising from negotiations under the provision of sub-clauses 1 or 2 may be resolved by voluntary arbitration but only if all the parties, concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

In witness here of parties have set their hands here unto on this 11th day of January Two Thousand and Seventeen. (2017) at Colombo.

FOR SRI RAMCO ROOFINGS LANKA (PVT) LTD.



For and on behalf of
Sri Ramco Roofings Lanka Pvt Ltd

Mr. N. Vasudevan
Resident Director



1.....

Name: Mr. K. Sathrukran

Designation: Asst. Vice President
(Production)



2.....

Name: Mr. T. Lakshmana Murthy

Designation: Asst. Vice President
(Production)



For and on behalf of
Inter Company Employees Union (ICEU)

J. Adhikari
General Secretary ICEU



1.....

Name: Mr. S. Subasinghe

Designation: Secretary Legal ICEU



2.....

Name: P. D. A. Prasad

Designation: President



Annuxre - A

List of Permanent Employee as on 01.04.2016 and continue in Employment on (09.01.2017) the day of signing the settlement

SI/NO.	EMP No.	
1.	37002	K. V. N. Saman Kumara
2.	37004	U. A. Upul Chaminda
3.	37005	P. D. S. Kumara
4.	37006	L. M. Sunil
5.	37009	D. A. Gamini
6.	37017	J. D. G. Jayasinghe
7.	37018	G. K. Thushara Sampath
8.	37019	M. A. Madusanka
9.	37023	S. Chamindam
10.	37025	K. K. Malsiri
11.	37029	B. V. G. Samudayaka
12.	37030	M. K. Sendanayake
13.	37034	M. D. R. Pushpakumara
14.	37035	C. Sendanayake
15.	37036	F. S. I. Munasinghe
16.	37037	K. D. N. Wijethilaka
17.	37038	U. L. Indrasena
18.	37044	D. H. S. Kumara
19.	37045	P. D. I. Priyanal
20.	37047	P. D. P. Namal
21.	37048	K. W. D. S. Priyasad
22.	37065	H. D. A. Ruwan Fonseka
23.	37067	N. H. M. Prashantha
24.	37070	H. Duminda
25.	37071	E. A. M. Nishantha
26.	37075	A. S. K. Wickramasinghe
27.	37089	K. P. Rantharu
28.	37095	J. G. M. Indrajith
29.	37100	E. L. L. P. Silva
30.	37101	P. M. Pemasiri
31.	37104	P. K. M. Priyadhrshana
32.	37108	R. Maduranga
33.	37109	F. Nihal Ranjith
34.	37112	T. S. Silva
35.	37115	K. W. R. Sulochana
36.	37116	Y. K. N. Sadaruwan
37.	37118	T. M. D. J. R. Kumara
38.	37119	K. L. Indika
39.	37120	U. K. D. Nishantha
40.	37124	T. S. P. Kumara
41.	37125	M. N. Chandrakumara
42.	37126	N. L. D. Lakmal
43.	37127	K. K. D. R. P. Kannangara
44.	37131	W. D. S. Wijethunga
45.	37136	S. K. Pradeep Shantha
46.	37138	M. D. C. Sampath
47.	37140	K. S. Pushpakumara
48.	37141	M. G. W. Silva
49.	37142	F. Samantha
50.	37147	H. M. V. S. C. Karunarathna
51.	37153	M. A. H. De Costha
52.	37154	T. M. Lalith Kumara
53.	37157	D. Somarathna
54.	37158	G. I. Hettiarachchi
55.	37160	P. D. A. P. Wikramasingha
56.	37162	S. H. N. Udayanga
57.	37164	P. D. S. T. Kumara