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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2340/63 – 2023 ජූලි මස 15 වැනි සෙනසුරාදා – 2023.07.15
No. 2340/63 – SATURDAY, JULY 15, 2023

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1791

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceytra (Pvt) Ltd, No. 36, D. R. Wijewardhana Mawatha , Colombo 10 of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 16th March, 2023 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.
06th July, 2023.

Collective Agreement No. 16 of 2023



CEYTRA (PVT) LIMITED COLLECTIVE AGREEMENT 2023 - 2025

This Collective Agreement made under the industrial disputes act this 16th day of March Two Thousand and Twenty Three to take effect from the First Day of January Two Thousand and Twenty Three.

Between

CEYTRA (PRIVATE) LIMITED, a company having it's Registered Office at 36, D. R. Wijewardena Mawatha, Colombo 10, (Hereinafter referred to as "THE EMPLOYER") of the ONE PART and INTER COMPANY EMPLOYEES' UNION, a Trade Union duly registered under the Trade Unions' Ordinance, and having it's registered office at No. 10, Council Lane, Dehiwala, (Hereinafter referred to as "THE UNION") of the OTHER PART,

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

TITLE: This agreement shall be know and reffered to as "THE CEYTRA MANUAL WORKERS' COLLECTIVE AGREEMENT OF 2023.

PART I

1. **Persons covered and bound.**— This Agreement shall cover and bind the Employer, the Union and all Manual Workers who are members of the Union and are employed on Permanent Contracts of employment.

2. **Date of Operation and Duration.**— This Agreement will be effective from the first day of January Two Thousand and Twenty Three, and shall thereafter continue in force until it is determined by either party giving one month's notice in writing to the other, subject to the provision that one party hereto shall not give such notice to the other party to commence before the first day of December Two Thousand and Twenty Five and such notice shall not expire before the Thirty First day of December Two Thousand and Twenty Five.

3. **Earlier Agreement.**— This Agreement shall supersede and replace the provisions of the Ceytra Manual Workers' Collective Agreement 2020.

4. **General Terms and Conditions of Employment.**— During the continuance in force of this Agreement the terms and conditions of the Agreement shall deem to be included in each Contract of Service between the Employer and the 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 any time after the date hereof during the continuance in force of this Agreement.

5. **Management - Union Co-Operation.**—

- i. The Union and Employees agree that the following matters are the rights and of the management.

Selection, Placement, deployment, transfer and promotion, determination of shifts and working hours; Planning and controlling of all operations; Introducing new products or machinery; Up-grading of existing facilities; Change of production methods and systems; Expansion or relocation of Production facilities Establishment of quality standards and production norms; Maintenance and improvement of productivity/ efficiency and the consequences thereof and maintenance of discipline in the work place.

- ii. The Union and Employees will co-operate with the Employer in the aforesaid matter.
- iii. Without prejudice to the Employer's rights in this regard, the Employer will discuss the aforesaid matters with the Union if latter so desires.

6. *Mobility of Labour and Productivity.*—

- i. Employees will work to machine capacity in order to achieve optimum productivity.
- ii. If at the Factory, Store, Mill or Job, work is temporarily not available for an employee (Male or Female) in his/her occupation, he/she will deem to be ready and willing to perform work within his/her capacity or skill in any other occupation where work is available.
- iii. Employees will carry out any ancillary work such as cleaning of machines, cleaning of work area, cleaning of equipment/tools used in day to day work.

7. *Working Hours.*—

- i. Normal working hours will not exceed:
 - (a) Forty five hours per week,
 - (b) Nine Hours on five days of a week inclusive of one hour interval
 - (c) Six Hours on the sixth day inclusive of one hour interval.
- ii. An employee will not cease work until the designated official closing time except during designated intervals.

8. *Probation.*— Every Employee recruited by the Employer will serve a period of probation of one (01) year. The period of probation may be extended. During the period of probation or extended probation, the Employer will be entitled to terminate the services of the Employee without notice.

9. *Overtime.*—

- i. If required by the Employer, an Employee will work reasonable period of overtime authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation acceptable to the Employer will render the Employee liable to disciplinary action.
- ii. Work in excess of normal working hours will be remunerated at one and a half time the normal hourly rate.

10. *Attendance*

- i. Unless otherwise specifically instructed by the Employer, an Employee will present himself/herself for work on everyday (Other than a holiday or on a day he/she is on approved leave) at the usual starting time of the factory, store, mill and will remain available for work throughout the normal working hours.
- ii. Irregular attendance or unpunctuality will constitute misconduct in respect of which an employee will be liable for disciplinary action.

11. Leave and Statutory and Weekly Holidays**i. Annual leave**

Annual leave will be computed in accordance with the decisions of the Wages Board for the Rubber and Plastic Goods manufacturing Trade. Annual Leave may be taken on days mutually convenient with prior approval.

ii. casual leave

In respect of each year of employment during which an employee has been continuously in employment he/she will be entitled to take a private business or other reasonable cause including ill-health, if his/her entitlement of Sick leave has been fully utilized, 7 days Casual leave with pay. Provided however, that not more than two days Casual leave will be taken at any one time, except on grounds of ill health. Casual leave will not be granted immediately proceeding or immediately following any period of annual leave. In respect of the first year of employment an employee will be entitled to Casual Leave for that year computed on the basis of one day for each completed period of 2 months service. An year of employment will mean the period January to December. Casual Leave will normally be granted on prior application without the Employee being required to state reason for the application. Where the Employer finds it difficult to grant leave, the difficulty will be notified to the Employee as soon as possible after the application is made. If due to Unforeseen circumstances, the employee is unable to make prior application, and is also unable to report for work, the Employee must endeavour as far as practicable to inform the Employer on the very same day of his inability to attend work. If no information is received and the reasons for failure to notify are also unsatisfactory, the Employer is entitled to refuse an application made subsequent to the absence.

iii. Sick Leave

An Employee who has or completed 5 (five) years of service will be entitled to 14 (fourteen) days Sick Leave per Calendar year and other employees will be entitled to Seven (7) days Sick Leave per Calendar Year provided;

- (a) Absence on grounds of ill-health is supported by a Medical Certificate from a registered Medical Practitioner, acceptable to the Management.
- (b) The Employee informs the Employer his inability to attend work on the very same day of absence by telegram, telephone or any other means,
- (c) An Employee who has been on probation will as from the date of confirmation and in respect of the remainder of the year be entitled to Sick Leave pro-rata to the number of months in employment in that year.

iv. Statutory holidays

- (a) Weekly Holidays and Statutory Holidays will be granted in accordance with the provisions in the Wages Board for Rubber and Plastic Goods manufacturing Trade.
- (b) An employee may be called upon to work on any weekly or statutory holiday and such work will be remunerated in accordance with the provisions in the Wages Board for Rubber and Plastic Goods Manufacturing Trade.

12. **Monthly Consolidated Wages from 01.01.2023 to 31.12.2025.** - The Employer agrees to revise the wages of permanent employees covered and bound by this agreement in the following manner.

- i. All permanent employees will be entitled to a wage increase of 15% for the first year commencing from 01.01.2023 to 31.12.2023.
- ii. All permanent employees will be entitled to a wage increase of 10% for the 2nd year commencing from 01.01.2024 to 31.12.2024.
- iii. All permanent employees will be entitled to a wage increase of 10% for the 3rd year commencing from 01.01.2025 to 31.12.2025.
- iv. During the pendency of this Agreement, the minimum wages under the Wages Board for the Rubber and Plastic Goods Manufacturing Trade are revised or a wage increase is prescribed by law then such increase will be limited to the shortfall in the quantum of the wages received by an employee at the date and the quantum of increase, so prescribed.
- v. There will be change in the grades of employees and the four grades will remain unaltered *i.e.* Grade I - Unskilled, Grade II - Semi skilled, Grade III - skilled and Special Grade. Criteria for selection / promotion from one grade to another will be solely determined by the Management. However, an aggrieved employee may seek redress under the grievance settlement procedure in Part II Clause 4 of this Agreement.

13. **Shift Differential.** - Each employee required to do a work shift on any working day which commence at 1400 hours or later shall be paid a shift differential as follows.

All permanent employees will be entitled to shift differential of Rs. 200/- commencing from 01.01.2023 to 31.12.2025.

14. **Attendance Bonus.** - The Employer will pay in each succeeding month an Attendance Bonus computed as follows for the period from 01.01.2023 to 31.12.2025.

(a) No. of days present at work	Rate per day
01 - 19	Nil
20 - 22	Rs. 100 /-
23 - 24	Rs. 120 /-
25 or present on all working days of the month	Rs. 140 / -

- (b) This payment will not attract consequential benefits
- (c) Only full working days are counted
- (d) Number of work days on Public Holidays, Weekly Holidays or Poya Days are not counted as days worked.
- (e) Absence on sick leave approved on account of a factory accident or duty leave will be counted as "present".

15. **Production Bonus.** - The Employer will pay in each succeeding month a "Daily Production Incentive" computed as follows :-

i. *Daily rated Monthly Production Bonus*

a. *Moulded Rubber Production, Sorting and Packing Section*

a-i Normal Production Bonus - Daily

For all employees, Daily Production Bonus as follows :

8 hours shift $X * 0.025/2 * Q$

12 hours shift $X * 0.025 * Q$

X is the monthly - consolidated basic salary

Q is the percentage of saleable quantity

a-ii Additional Production Bonus - monthly

Proposed to pay based on the following production of saleable quantities.

In excess of 25 MT saleable quantity will pay at Rs. 200/- per month for each additional 1.0 MT per employee during enforcement of this agreement.

b. *Chemical and Raw Material Weighing Section*

Similar to (a) Moulded products Production, sorting and Packing Sections with the Same 'Q' factor.

c. *Compounding*

Similar to (a) Moulded products Production, Sorting and Packing Section with the Same 'Q' factor.

ii. *Daily Production Norms*

For Moulded Rubber Production and Calendaring Section.

Daily Production Norms will be displayed in the Notice Board for the information of the employees.

iii. *Employees in Sections Not directly Involved in Production*

Normal Production Bonus - 8 hours $0.0125 * \times * Q$

- 10 hours $0.0177 * \times * Q$

16. *Medical Expenses Reimbursement Scheme.* – The Medical expenses Reimbursement Scheme in respect of employees covered and bound by this Agreement will be as follows.

The limit of reimbursement per calendar year per employee will not exceed Rs. 20,000/-, Rs. 22,000/- and Rs. 24,000/- for the years 2023, 2024 and 2025 effective during the enforcement of this agreement.

17. *Salary Advances.* –

17.1 *Festival Advance*

- i. The Company will grant an interest free Festival Advance to employees covered by this Agreement equivalent to maximum of a month's salary (rounded to the nearest Rs. 100/-) subject to the following terms and Conditions.

- ii. The Festival Advance will be recovered in 10 monthly installments through the payroll.
- iii. The Festival Advance may be withheld for disciplinary reasons or for breach of contractual obligations.
- iv. Employees shall have the option to obtain the Festival Advance in either March or December of each year.

17.2 General Purpose Advance

- i. The Company will grant an interest free General Purpose Advance of Rs. 20,000/-, for the years 2023, 2024 and 2025 respectively to employees with over 5 years of service subject to the following terms and conditions.
- ii. The General Purpose Advance will be recovered in 10 monthly installments through the payroll.
- iii. The General Purpose Advance may be withheld for disciplinary reasons or for breach of contractual obligations.
- iv. The procedure for application and grant the General Purpose Advance will be drawn up by the Management and made known to the Union.

18. *Excursion allowance and Advance.* -

- i. An excursion allowance of Rs. 6,000/- will be paid to each employee who has more than 1 years' service in January of each years 2023, 2024 and 2025 respectively.
- ii. In addition, each employee, who has more than 1 years' service will be paid in January of each year as excursion advance of :

Rs. 6,000/- for the 1st year of this Agreement
Rs. 6,000/- for the 2nd year of this Agreement
Rs. 6,000/- for the 3rd year of this Agreement
- iii. The excursion advance will be recovered in 10 monthly installments from the payroll.
- iv. The excursion advance may be withheld for breach of contractual obligations.
- v. The procedure for application and grant of the Excursion Allowance and Advance will be drawn up by the Management and made known to the Union.

19. *Suspension.* -

- i. An employee may be suspended from work without pay pending disciplinary action being taken against him on misconduct which is serious enough to warrant termination of services.
- ii. An employee may be suspended from work without pay as a punishment for misconduct, after due inquiry, for a reasonable period of time.

20. **Warnings.** - If in the opinion of the Employer an offence warrants a warning, the same will be conveyed to the Employee by a letter.

21. **Retirement.** - Upon reaching the age of 60 years, an Employee will *ipso facto* retire and cease to be employed thereafter. There will be no obligation on the Employer to give notice of retirement.

22. Settlement of Disputes and Trade Union Action. -

- i. During the operation of this agreement, any dispute arising from matters relating to this Agreement or any dispute arising from matters not covered by this Agreement will be resolved through discussion and without resorting to any strike, go-slow, boycott, demonstration or restriction of overtime or any other form of Trade Union Action.
- ii. In the first instance, the Branch Union will discuss the matters in dispute with the Management.
- iii. If no settlement is possible, the matters in dispute will be discussed between the Parent Union and the Management under the aegis of the Employers' Federation of Ceylon.
- iv. If all such discussions fail, the matters in dispute may be referred to the Commissioner of Labour for conciliation.
- v. If the matters in dispute are not resolved through conciliation, then the dispute may be referred to Voluntary Arbitration.
- vi. Nominating an Arbitrator and Terms of Reference will be agreed upon mutually by the Union and the Employer. If mutual agreement is not possible, the Commissioner of Labour will name the Arbitrator and the Terms of Reference.
- vii. Provided however, that disciplinary action taken against an employee will not be a dispute within the meaning of this sub-clause for the purpose of voluntary arbitration.
- viii. On any dispute which involves the interpretation of this Agreement, the decision of the Commissioner of Labour will be final and binding on both parties.

23. Forfeiture of Wages. - Unless for good cause shown to the employer's satisfaction, an Employee fails to hold himself/herself available for work throughout the normal working hours on each working day he/she and the Employer will be entitled to deduct from his/her wages for the period from the time at which such failure occurs until the time at which he is again available for work.

24. Profit Sharing Bonus Scheme. -

- i. The company will allocate 10% of the Pre-Tax Profit for the financial year for distribution among all permanent employees in the Company as a "Profit Sharing Bonus".
- ii. Audited accounts will be accepted by both parties in determining the quantum of pre-tax profit each year. The financial year of the company is 1st April to 31st March.
- iii. The Profit Sharing Bonus will be paid to employees in two (2) installments,
 - (a) an amount equivalent to one month's salary will be paid in November each year as an advance.
 - (b) The final net balance payment (after deducting the advance paid in (a) above) as computed in accordance with (iv) below will be made in July, by which time the audited accounts will be available.

- (c) If there is no final payment due, the advance paid in (a) above will be written off and not recovered from the employees.
- iv. The final net balance payable expressed in number of months salary will be determined as follows.
- (a) $\frac{10\% \text{ of Pre-Tax Profit}}{\text{Profit ratio}} \text{ minus } 1 \text{ (one)} = \text{Number of months}$
* Av. Monthly wage bill for the financial year.
- (b) * Consolidated Salary X Profit Ratio = Individual Profit Share of employees
(*Salary on which Provident Fund is calculated)
- (i) 5% of the individual profit share will be reduced for each day of absence without pay. There will be no grace period on absence. The Management reserves to itself the right to make this reduction either from the advance payment made in December or from the final payment made in April.
- (ii) Recipients of the Profit Sharing Scheme will be as follows:
- (a) Permanent employees *i.e.* Manual Workers (excepting Casual/Temporary employees), who have been in employment during the full financial year in respect of which the share is paid and who are in employment at the time the share is paid.
- (b) Permanent employees who have been in employment for only part of the financial year in respect of which the share is paid and who are in employment at the time the share is paid. Such employees will receive a share proportionate to the number of complete months in service during the financial year.

25. **Variation of Terms and Conditions of Employment or Benefits.**— In the event of any conflict or inconsistency between the matters provided for in this agreement and any pre-existing terms or practices, the terms of this Agreement shall prevail during the continuance in force of this Agreement, the Union and its members and the Employer shall not seek to vary, alter or add to all or any of the terms and conditions of employment.

PART II

Containing Facilities and Concessions Granted by the Employer to the Union

1. **Breaches of Collective Agreement.**— If in the opinion of the Employer and the Employers' Federation of Ceylon, the Union or its members have committed a breach of the Agreement, the Union will cease to be entitled to enjoy the facilities and concessions granted in the succeeding clauses of this Part and such facilities and concessions will stand withdrawn without prejudice to the Employer's right to restore them upon such terms and conditions as it may determine.

2. **Duty Leave.**— The following provisions shall apply to duty leave:

Without prejudice to the right of the Employer to refuse to grant permission, the Employer will generally grant permission for not more than three office bearers of the Union.

(a) to be present at conferences held under the aegis of the Employer or the Employers' Federation of Ceylon or the Department of Labour in connection with a dispute between the Employer and the Union.

or

(b) to attend inquiries before Industrial Court, Arbitrations or Labour Tribunal,

(c) to attend meetings of the Parent Union on not more than two occasions per year without loss of wages for such absence.

3. *Check Off.*—

- (i) Subject to Clause (1) hereof, the Employer on a written request from an employee covered and bound by this Agreement, will deduct from the wage due to such employee, the current monthly Union dues to be payable monthly by the Employee to the Union.
- (ii) The employer will remit the amount so deducted to the Union within the month following such deduction.
- (iii) Request for deduction of Union dues must be made in writing referred to as the Authorization Form, set out in the First Schedule hereto.
- (iv) Every employee shall be entitled to withdraw his agreement to check-off at any time by signing and submitting the Revocation Form, set out in the second schedule.

4. *Grievance Settlement Procedure.*—

- (i) Where an employee wishes to make representation in respect of a grievance or dispute or any other matter, such employee, in the first instance, shall discuss the matter with the Factory Management.
- (ii) If the matter, in the opinion of the employee, is not satisfactorily resolved, the employee together with a Representative of the Branch Union will discuss the matter with the General Manager of the Company.
- (iii) If the matter is still not resolved, the Parent Union will make representations to the Employers' Federation of Ceylon, and discuss the matter with a view to arriving at a reasonable settlement.

FIRST SCHEDULE

Authorization

As I am an employee covered and bound by the Ceytra (Pvt) Limited Manual Workers' Collective Agreement of 2023, I desire to avail myself of the facility for the check-off contained in the Collective Agreement to which I am eligible as a member of the INTER COMPANY EMPLOYEES UNION.

Please deduct from my wages each month a sum of Rupees (Rs.) in respect of my current monthly membership dues to the said Union and remit the same to the said Union on my behalf. The first payment should be made from wage next due immediately following the date hereof.

Date of Signing

Signature of Employee

Full Name of Employee

SECOND SCHEDULE

REVOCATION

With reference to the authorization submitted by me, please cease to deduct from my wages any further membership dues in favour of INTER COMPANY EMPLOYEES UNION with effect from the **wages due next to** me immediately following the date hereof.

.....
DATE OF SIGNATURE

.....
SIGNATURE OF EMPLOYEE

.....
FULL NAME OF EMPLOYEE

RECEIVED ON
To be filled by Employer

Annexure
I

SCHEDULE IV

WORKING TARGETS

Weighing Room

<i>Time</i>	<i>No. of Batches</i>
08 Hours	33
12 Hours	49

Compounding Section

<i>Filer WT Kg</i>	<i>Milling Time (min.)</i>	<i>No. of Batch (12 Hrs)</i>
0.000 - 1.000	20	36
1.001 - 2.500	22	32
2.501 - 3.500	27	26
3.501 - 7.500	28	25
7.501 - 12.500	30	24
12.500 - ABOVE	40	18

* Above target (12 hrs) + 20 min. + 01 batch increased

12A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2023.07.15

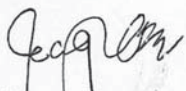
PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.07.2023

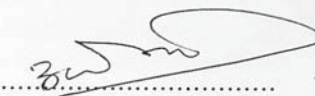
Compounds mixing targets

Compounds containing Calcium (CaCO_3) compounds mixing targets increased by 5%

- | | |
|------------------------|------------------|
| (1) Local Crepe | (5) Door Stopper |
| (2) Local multi colour | (6) Busan band |
| (3) Pallert Strap | (7) Arpico band |
| (4) Hose over flow | (8) etc. |

In witness whereof parties have signed herein under on this 16th day of March 2023.


.....
For and on behalf of
M/S. CEYTRA (PVT) LIMITED



.....
For and on behalf of INTER COMPANY
EMPLOYEES UNION

Name:
E.S. Edirisinghe
Designation
Director / General manager

Name: Janaka Adikari
Designation General Secretary.

Witness to the Signature

Witness to the Signature

Signature: 

Signature: 

Name:
P.D.A. Gunawardhana

Name: H.M.D.L. Perera.

Designation
Assistant Manager - Production

Designation Branch Secretary.

Revised on March 16, 2023

THE INDUSTRIAL DISPUTES ACT – CHAPTER 131

THE Collective Agreement entered into between Sri Ramco Roofings Lanka (Pvt) Ltd., Mathugama Industrial Estate Pallegodawatta, 5th Mile Post, Meegama, Dharga Town of the one part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 13th October 2022 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
27th June, 2023.

Collective Agreement No. 20 of 2022

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, Dharga 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. 10, Council Lane, Dehiwala herein 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. The parties have, after negotiations arrived at the following terms of settlements and the increases in wages granted is based on the current economic situation prevailing in the country and this hike shall not be a precedent for future settlements.

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 as of 1st of April 2022 as per Annexure “A”.

2. **Date of Operation and Duration.**– The Agreement shall be effective for three years with effect from 1st of April, 2022 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 not give such notice prior to 28th February 2025 and the Agreement shall not stand terminated prior to the 31st day of March 2025.

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.-

- 4.1 An employee who is in permanent employment on or before 1st of April 2022 and continues to be in Employment (Annexure "A") on the date of signing of this agreement shall have his wage revised with effect from 1st April 2022 by the addition of LKR 5,000.00 only (Five Thousand) to the wage drawn by him on 31st of March 2022.
- 4.2 An employee who is in permanent employment on or before 1st of April 2023 shall have his wage revised with effect from 1st April 2023 by the addition of LKR 5,000.00 only (Five Thousand) to the wage drawn by him on 31st of March 2023.
- 4.3 An employee who is in permanent employment on or before 1st of April 2024 shall have his wage revised with effect from 1st April 2024 by the addition of LKR 4,000.00 only (Four Thousand) to the wage drawn by him on 31st of March 2024.

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) and the Collective Agreement for the period 2019 - 2022 is hereby stands terminated.

5. **Arrears.-** The Employer shall pay arrears wages and allowances with effect from 1st April 2022.

6. Meal Allowance.-

- (a) Meal allowance of an employee who has joined the Company as permanent workmen on or before 30.06.2016 (Annexure "B") will be revised from LKR 1,300/- per month to LKR 2,000/- month based on their attendance.
- (b) Meal allowance of an employee who has joined the Company as permanent workmen on or after 01.07.2016 (Annexure "C") will be revised from LKR 700/- per month to LKR 1,300/- month based on their attendance.

7. Transport Allowance.-

- (a) Transport allowance of an employee who has joined the Company as permanent workmen on or before 30.06.2016 (Annexure "B") will be revised from LKR 1,300/- per month to LKR 2,000/- month based on their attendance.
- (b) Transport allowance of an employee who has joined the Company as permanent workmen after 01.07.2016 (Annexure "C") will be revised from LKR 700/- per month to LKR 1,300/- month based on their attendance.

8. **Attendance Allowance.-** It is hereby agreed that the existing attendance allowance shall remain unchanged during the existence of this Agreement and paid as follows:

- (1) For attending 25 days or more LKR 3500/- to LKR 4,000/- per month an increase of Rs. 500/- per month
- (2) For attending 24 days in a month LKR 3100/- to LKR 3,600/- per month an increase of Rs. 500/- per month

- (3) Less than 24 days in a month - NIL

For new recruits absorbed into permanent cadre on or after 01.07.2016

- (1) For attending all working days in a month LKR 1750/- to LKR 2,250/- per month Rs. 500/- per month
- (2) For attending all the balance working days after availing any number of approved eligible leave LKR 1500/- to LKR 2,250/- an increase of Rs. 750/- per month
- (3) No Pay - NIL

9. Night shift allowance. -

- (a) Night shift allowance will be revised from the existing LKR 70/- per day to LKR 100/- per day and will be paid for workers covered under this agreement who are engaged in work in full night shift (8 hours).

2023 - 2024 No Increase
2024 - 2025 No Increase

- (b) The Employer Agrees to grant annually three (3) days of medical Leave to be utilized during the year and not to be carried forward, on submission of a valid medical certificate.

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

11. **Exgratia.** - An exgratia payment to a maximum of one (1) Month (Basic + BRA) will be paid to all permanent employees covered under this agreement during the Sinhala / Tamil festival.

12. **Festival Advance.** - A sum of LKR 15,000/- 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. **Forfeiture Of Wages.** – 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.

Over time 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.** – The Minimum Retirement Age of Workers, Act No.28 of 2021 and any amendments thereafter to the said Act and/or any other Act that shall be applicable, in determining the minimum age of retirement.

It is hereby agreed that the Employer may prematurely retire any worker as per the Minimum Retirement Age of Workers Act No.28 of 2021.

20. **Uniform.** – It is agreed that the Employer shall provide Three (3) sets (Three pants and Three half sleeve shirts) of uniform for every calendar year on or before the 1st of April for each Permanent Employee. The employee shall attend to his duties and responsibilities 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 on or before 1st April. 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. 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. The Union and the Employees hereby further 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 3 year Agreement.

23. *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 endeavor 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 direct or 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 Commissioner under the provisions of the industrial disputes Act for conciliation.
4. The Union has 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 reasonable notice of such action by the union.

24. *General Terms.*-

1. This Agreement (1st April 2022 to 31st March 2025) shall be executed in English and a translation of which shall be provided in the local languages (Sinhala & Tamil) on request, to the employees. In the event of a dispute arising pertaining to its interpretation, the English version shall prevail over all other versions in context and meaning and binding by both the parties.
2. To establish the quality, 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 a similar role to another or 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.

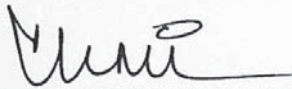
6. The employees shall whole heartedly co-operate in maintaining the machines in good condition by adhering to preventive & regular maintenance schedules.

25. **Trade Union Action.**— The Union and Employee 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, relating 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 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.

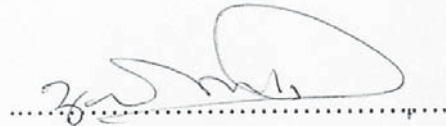
26. Variation Of Terms And Conditions Of Employment And Benefits.—

- (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.

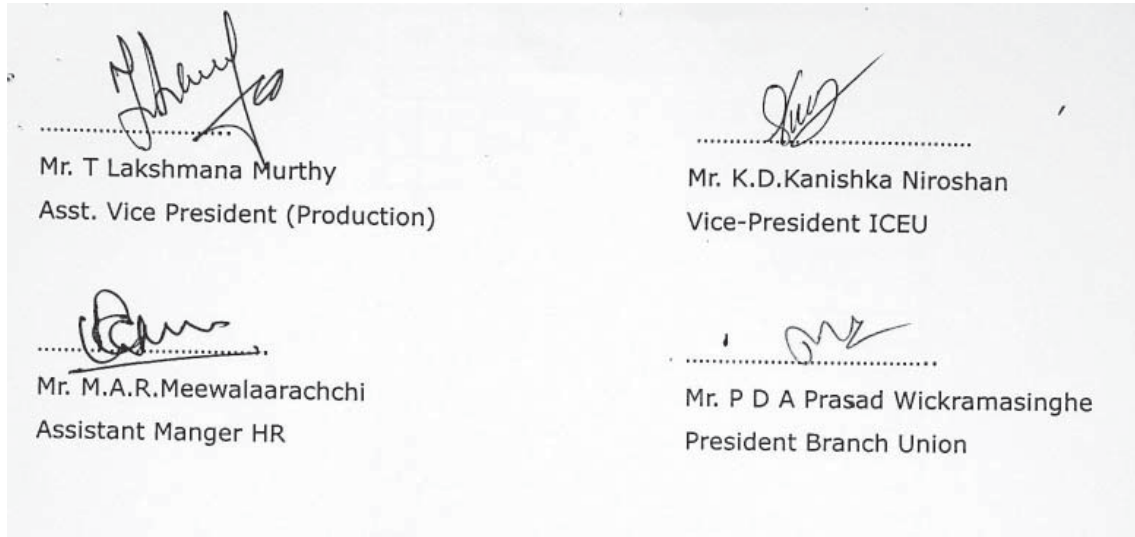
In witness hereof Parties have set their hands hereunto on this Thirteenth (13th) day of October Twenty Twenty-Two (2022) at Colombo.



For and on behalf of
Sri Ramco Roofings Lanka Pvt Ltd
Mr. Chandramouli A
Resident Director



For and on behalf of
Inter Company Employees Union
Mr. Janaka Adhikari
General Secretary



ANNEXURE - A

S.N.	Emp. No.	Name
1	37002	K.V.N.SAMAN KUMARA
2	37004	U.A.UPUL CHAMINDA
3	37005	P.D.SUGATH RANGA KUMARA
4	37006	L.M.SUNIL
5	37017	J.G.D.D.JAYASINGHE
6	37018	G.K.THUSHARA SAMPATH
7	37019	M.A.MADUSHANKA
8	37023	S CHAMINDAM
9	37025	K.K.MALSIRI
10	37029	B.V.G.SAMUDAYA
11	37030	M.K.SENDANAYAKA
12	37034	M.D.R.PUSHPAKUMARA
13	37035	C. SENDANAYAKA
14	37036	F.S.I.MUNASINHA
15	37037	K.D.N.WIJETHILAKA
16	37038	U.L.INDRASENA
17	37044	D.H.S.KUMARA
18	37047	P.D.P.NAMAL
19	37048	K.W.D.S.PRIYASAD
20	37067	N.H.M.PRASANTHA
21	37070	H.DUMINDA
22	37108	R. MADURANGA

ANNEXURE - A (Contd.,)

23	37115	K.W.R. SULOCHANA
24	37116	Y. K. N. SADARUWAN
25	37119	K. L. INDIKA
26	37120	U.K.D.NISHANTHA
27	37124	T.S.P.KUMARA
28	37138	M. D. C. SAMPATH
29	37140	K.S.PUSHPAKUMARA
30	37142	F. SAMANTHA
31	37147	H.M.V.S.C. KARUNARATHNA
32	37154	T. M. LALITH KUMARA
33	37158	G.I. HETTIARACHCHI
34	37160	P.D.A.P. WICKRAMASINGHA
35	37162	S.H.N. UDAYANGA
36	37164	P.D.S.T. KUMARA
37	37167	R. L. CHAMINDA
38	37168	T. C. C. PREMARATHNA
39	37169	K.K.P. SIHANAKA
40	37181	D. A. FERNANDO
41	37182	A. DHINUSHA KUMARA
42	37184	K. KUSUMSIRI
43	37190	K.W.J. KUMARA
44	37194	M. C. MUNASINGHE
45	37199	S. P. WIJAYAGURUSINGHA
46	37205	T. D. L. GAYAN SIRIWARDANA
47	37208	K. A. ASANKA
48	37209	Y. PRADEEP KUMARA
49	37211	G.N.W. SENEVIRATHNE
50	37216	K.D.E. ALWIS
51	37217	K. S. D. P. SILVA
52	37218	M. RUKMAL MADURANGA
53	37219	T. L. C. SAMARASINGHA
54	37222	A. S. DE SILVA
55	37223	F. S. ANJANA
56	37224	L. S. SANDARUWAN
57	37225	A. A. PUSHPAKUMARA
58	37226	G. N. P. MADUSHAN
59	37227	D. A. P. INDIKA
60	37228	P. S. MADUSANKA
61	37229	L. A. I. WASANTHA
62	37230	K. M. G. V. MADUSHANKA

ANNEXURE - B

S.N.	Emp. No.	Name
1	37002	K.V.N. SAMAN KUMAKA
2	37004	U.A. UPUL CHAMINDA
3	37005	P.D. SUGATH RANGA KUMARA
4	37006	L.M. SUNIL
5	37017	J.G.D.D. JAYASINGHE
6	37018	G.K. THUSHARA SAMPATH
7	37019	M.A. MADUSHANKA
8	37023	S. CHAMINDAM
9	37025	K.K. MALSIRI
10	37029	B.V.G. SAMUDAYA
11	37030	M.K. SENDANAYAKA
12	37034	M.D.R. PUSHPAKUMARA
13	37035	C. SENDANAYAKA
14	37036	F.S.I. MUNASINHA
15	37037	K.D.N. WIJETHILAKA
16	37038	U.L. INDRASENA
17	37044	D.H.S. KUMARA
18	37047	P.D.P. NAMAL
19	37048	K.W.D.S. PRIYASAD
20	37067	N.H.M. PRASANTHA
21	37070	H. DUMINUA
22	37108	R. MADURANGA
23	37115	K.W.R. SULOCHANA
24	37116	Y. K.N. SADARUWAN
25	37119	K. L. INDIKA
26	37120	U.K.D. NISHANTHA
27	37124	T.S.P. KUMARA
28	37138	M. D. C. SAMPATH
29	37140	K.S. PUSHPAKUMARA
30	37142	F. SAMANTHA
31	37147	H. M. V. S. C. KARUNARATHNA
32	37154	T. M. LALITH KUMARA
33	37158	G.I. HETTIARACHCHI
34	37160	P.D.A.P. WICKRAMASINGHA
35	37162	S. H. N. UDAYANGA
36	37164	P.D.S.T. KUMARA
37	37167	R. L. CHAMINDA

ANNEXURE - C

S.N.	Emp. No.	Name
1	37168	T. C. C. PREMARATHNA
2	37169	K. K. P. SHANAKA
3	37181	D. A. FERNANDO
4	37182	A. DHINUSHA KUMARA
5	37184	K. KUSUMSIRI
6	37190	K.W.J. KUMARA
7	37194	M. C. MUNASINGHE
8	37199	S. P. WIJAYAGURUSINGHA
9	37205	T. D. L. GAYAN SIRIWARDANA
10	37208	K.A. ASANKA
11	37209	Y. PRADEEP KUMARA
12	37211	G. N. W. SENEVIRATHNE
13	37216	K. DE ALWIS
14	37217	K.S.D.P. SILVA
15	37218	M. RUKMAL MADURANGA
16	37219	T.L C. SAMARASINGHA
17	37222	A. S. DE SILVA
18	37223	F. S. ANJANA
19	37224	L. S. SANDARUWAN
20	37225	A. A. PUSHPAKUMARA
21	37226	G. N. P. MADUSHAN
22	37227	D. A. P. INDIKA
23	37228	P. S. MADUSANKA
24	37229	L. A. I. WASANTHA
25	37230	K. M. G. V. MADUSHANKA