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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2084/26 – 2018 අගෝස්තු මස 15 වැනි බදාදා – 2018.08.15

No. 2084/26 – WEDNESDAY, AUGUST 15, 2018

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI / 1795.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Memorandum of Understanding entered into between Finlays Colombo Limited, No. 309/06, Negombo Road, Welisara of the one part and the United Tea, Rubber And Local Produce Workers Union, No. 513-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 24th April 2018 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.
13th August, 2018.



Memorandum of Understanding No. 19 of 2018

MEMORANDUM OF SETTLEMENT

BETWEEN

Finlays Colombo Limited

AND

United Tea, Rubber and Local Produce Workers' Union

1. The employer, the union and all members of the union who are employed by the employer on monthly contracts of employment do hereby agree to settle the following matters on terms and conditions set out below. Unless otherwise stated, the effective date on the Memorandum of Settlement will be 1st January 2017 and shall continue for a minimum period of three (03) years from the effective date.
2. This Memorandum of Settlement shall be in full and final settlement of all matters contained in the Union's letter addressed to the Company dated 24th October 2016.
3. This Memorandum of settlement may be terminated by either party with one month's notice to the other provided, however, that neither party will give such notice of termination prior to the 1st December Two Thousand Nineteen and any notice given prior to such date shall be invalid and have no force whatsoever.

4. (A) Recoverable Special Loan.-

Each employee covered and bound by this Memorandum of Settlement and who will complete the qualifying numbers of years of services as at the date of signing of this agreement will be eligible to receive a loan subject to the following conditions:

- I. LKR. 125,000/- to those over 15 years of service.
- II. LKR. 105,000/- to those over 5 years but under 15 years.
- III. LKR. 65,000/- to those over 1 year but under 5 years.
- IV. Those availing themselves of the loan in category III above would contribute LKR. 200/- per month over and above the monthly installment to a loan fund maintained by the company. In the event an employee in that category defaults payment and the loan cannot be recovered from the guarantors for whatever reason, the company is authorized to recover the outstanding amount of the loan and interest if any, from the loan fund. At the end of the loan cycle, the outstanding balance of the loan fund (if any) would be distributed among the contributors with a 10 per centum per annum added as interest to the balance fund amount.
- V. Interest at the prevailing interest rate will be charged on the diminishing capital.
- VI. The capital together with the interest will be recovered in 36 monthly installments.
- VII. The loan is also subjected to the statutory control regarding authorized deductions and therefore, an employee will be eligible for a loan only if the other authorized deductions do not already disqualify him/her.
- VIII. In respect of all three categories the Management requires two employee guarantors, being confirmed employees of the Company. One Guarantor cannot guarantee more than two loans.

(B) Issue of free tea.- All employees covered and bound by this Memorandum of Settlement will be issued 1.5 Kg tea per month free of charge.

(C) Annual Excursion.–

1. The employer will grant a subsidy of LKR 2,500/- per year per confirmed employee covered and bound by this Memorandum of Settlement towards the cost of the excursion.
2. The office bearers of the union will be responsible for the organizing and conducting the excursion. However the assistance of the officers appointed by the Company (Currently Messers. Chaminda Waduge and Dharshana Gunawardana) may be available for the purpose of organizing transport and places of rest.
3. The duration of the excursion will not exceed two nights out and should be arranged during non-working days only.
4. A special loan of LKR 5,000/- will be granted to an employee participating in the excursion recoverable in ten (10) monthly installements. If an employee after receiving this loan does not participate in the excursion he shall return the loan within three (03) working days or else will forfeit his right to participate in the excursion the following years.
5. Each Employee participating in the excursion will be paid an advance against the production bonus paid in lieu of NRCLG of not more than 75% of the balance due at the time of the excursion.
6. The office bearers of the branch union will be responsible for the good conduct and safety of employees during the excursion. Any damage to public or private property by the participants during the excursion will entitle the company to take appropriate action.
7. In the event of complaints of misconduct and/or damage alleged to have been committed or caused by the participant in the excursion, the employer will investigate such complaints and if found to be true, the employer reserves to itself the right to whatever action it deems fit depending on the nature of misconduct or the extent of damage to private or public property.

(D) Dinner money.– Employees covered and bound by this Memorandum of settlement will be paid a dinner subsidy of LKR 150/- if they are engaged in overtime work after 8.30 p.m. No dinner money will be paid to shift workers.

(E) Batta.– Employees covered and bound by this Memorandum of settlement who are required to journey beyond a 40 kilometer radius on company business will be paid batta as follows:

- I. LKR 250/- per day for same day return
- II. LKR 500/- for an overnight stay
- III. In all cases overtime will be paid only for the actual numbers of hours worked.

(F) Hardship allowance.– Employees covered and bound by this Memorandum of settlement will be paid a hardship allowance of LKR 200/- if they work continuous overtime up to 3.30 am. Thereafter, the employees will rest within company premises from 3.30 a.m. to 6.30 a.m. If unable to proceed home, the employees will recommence normal work at the usual starting time. This allowance will be paid only to those employees who continue to work after the rest period. Overtime will be paid only for the actual numbers of hours worked.

(G) Soap.– Employees will continue to receive one (01) cake of Sunlight soap and two (02) cakes of Lifebuoy or similar soap, Soap so issued is for the purpose of washing uniforms and personal hygiene.

(H) Medical and spectacle reimbursement.– During the period of three (03) years from the effective date of this agreement, the expenses incurred by an employee up to a maximum of LKR 15,000/- for obtaining a pair of spectacles for correction of eye sight will be reimbursed by the Company provided the company's medical consultant certifies such need prior to incurring any expenses.

Also sum of LKR 15,000/- could be utilized for consultation fees and laboratory tests if it has the authority of a medical specialist and recommendation of the Company's medical consultant.

In case of an employee not utilizing LKR 5,000/- in the first year it could be added to on to the second years provided the maximum limit is not exceeding in the third year.

The company also agrees to reimburse any reasonable medical costs (in relation to drugs, tests and the like) incurred by any employee whilst being treated in a non-paying ward of any Government Hospital and prescribed by the doctor at the said hospital, subject to the following:

- ◆ Injury caused due to a work related accident at the work place.
- ◆ Such treatment as prescribed by the Government Hospital Practitioner and referred to above, should be approved by the Company medical practitioner for relimbursement.

(I) **Death Donation.** - In the event of a death of an employee a sum of LKR. 100,000/- will be made available to the family towards funeral expenses.

A sum of LKR 30,000/- special advance will be made to employees for funeral expenses of immediate family members* which will be recovered in 12 monthly installments. Two employees of the company should sign as guarantors.

*Immediate family member for the purpose of this section will be defined to include only the spouse, mother, father, mother in-law, father in-law and children of the employee.

Transport will be provided to attend a funeral of an employee and the company will continue the current practice that prevails in granting permission to attend the funeral.

(J) **Payment for unutilised sick and casual leave.** - By the end of January each year the employer will pay one day's wage for each day of sick and casual leave not availed of by the employee who is covered and bound by this Memorandum of settlement in respect of the preceding calendar year. An employee who does not complete the full calendar year (January-December) will not be eligible for this payment. However, an employee retiring upon reaching the age 55 years will be eligible to receive payment for unutilized casual and sick leave in the final years of service.

(K) **Shift Allowance.** - Employees who work on the "night shift" only will receive LKR 250/- per night.

(L) **Medical Scheme.** - Please refer the first schedule hereto.

(M) **Recoveries of monies due to the employer.** -

I. The union and its members and employees covered and bound by this Memorandum of settlement are deemed to have consented to the recovery of amounts due from employees to the company on account of the following.

- a. Loans and advances;
- b. Damage or misappropriation;
- c. Shortfall of notice on resignation.

II. Recovery on accounts of above will be from the following:

- a. Bonus of whatever description.
- b. Productivity bonus paid in lieu of NRCLG



.....
D.W. Subasinghe
General Secretary
For on Behalf of
United Tea, Rubber and Local P
Workers' Union

Signed before me on this 24th A

Witnesses:

1. 

Name: R.M.N.S. Rathna

Designation: Branch Pres

3. 

Name: S.Y.A.S. Silva

Designation: Branch Sec

SCHEDULE "A"

MANUAL WORKERS

MEDICAL AID SCHEME PROCEDURE

1. Branch Union and its members agree that they will strictly adhere to and comply with the rules and regulations of the medical scheme given below.
2. All confirmed manual workers and drivers will be eligible to receive free of charge medical treatment and medicines prescribed by the company's medical consultant on the following basis and subject to following conditions.
3. The company's medical consultant will be present at the company's "Medical Center" on working days between 9.00 a.m. and 10 a.m. He may however, be consulted during non-working days at his clinic/dispensary during normal consultation hours, if such facilities are available.
4. Only minor ailments and dressing of wounds will be covered by this scheme.
5. Under no circumstances will the company bear the cost of hospitalization.
6. This scheme will not cover dental treatment or eye treatments, for which the company's Medical Consultant will refer the employee to the National hospital.

7. As a general rule, specialist consultation or diagnostic tests will not be covered under this scheme. Exceptionally however, the company's medical consultant may refer cases to a private institution / specialist if he deems it necessary and the company will meet the cost thereof. In the event the specialist consultant referred to by the company medical consultant is unavailable the employee may consult a similar specialist consultant for the ailment referred to.
8. In the case of injury arising out of and in the course of employment, an employee will be eligible to receive medical treatment and diagnostic tests as Directed by the Government Medical Practitioner must be approved by company's medical consultant for reimbursement. Hospitalization arising from such injury will be at a Government Hospital. Paid accident leave within existing conditions will be granted only on the recommendation of the company's medical consultant or on hospitalization at the National Hospital.
9. The procedure to be followed by an employee when he wishes to avail himself of the benefits of the medical scheme is as follows:
 - I. The employee must obtain a letter of authority from an Executive of his/her department and tender it to the company's medical consultant when seeking treatment from him. This letter will not be required for consultation during non-working days and he/her must, instead, produce to the medical consultant his/her Company identity card issued by the company.
 - II. Medicines prescribed by the company's Medical Consultant will be issued from the "Medical Center". If any medicine is not available at the "Medical Center" an official order will be given so that the employee may obtain the prescribed medicine from an authorized pharmacy.
10. The following procedure will apply for availing sick leave.
 - a) For employees who joined prior to 24th April 2018.
 - I. Out of an employee's sick leave entitlement of 21days, 11 (Eleven) days must be supported by a medical certificate from the company medical consultant.
 - II. In addition, however any absence on grounds of ill health up to maximum of Five (05) days supported by a medical certificate issued by a registered medical practitioner, will also be accepted provided the medical certificate reaches the office not later the third day of absence. Medical certificate issued by a registered medical practitioner for infectious diseases will also be accepted.
 - III. It has been agreed to give five (05) days of the sick leave entitlement without a medical certificate. This however should be subject to the condition that such leave would be utilized on a maximum of one day at a time.

For employees who joined after 24th April 2018

 - IV. Out of an employee's sick leave entitlement of 7 days any absence on grounds of ill health over and above two (02) consecutive days should be supported by a medical certificate issued by a registered medical practitioner provided the medical certificate reaches the office not later than the third day of absence. Medical certificate issued by a registered medical practitioner for infectious diseases will also be accepted.
 - V. It has been agreed to give all seven (07) days of the sick leave entitlement without a medical certificate subject to the condition that such leave would be utilized on a maximum of one day at a time.
 - b) If prior approval from the Company's medical consultant has been obtained to seek medical treatment from an Ayurveda or Homeopathy Medical Practitioner, leave recommended thereon will also be set off against the sick leave entitlement of the employee.

- c) If an employee seeks treatment from an Ayurveda or Homeopathy Medical Practitioner without obtaining prior approval of the company's medical consultant any leave thereon will be set off against the casual or annual leave entitlement of the employee or such absence will be on no pay.
11. The decision of the Managing Director/CEO of the company on any matter connected with the medical aid scheme will be final.
12. The branch union and its members will not canvass for any further medical benefits during the period of three years commencing 01st January 2017.

RECOVERABLE SPECIAL LOAN GRANTED IN TERMS OF
THE MEMORANDUM OF SETTLEMENT BETWEEN
FINLAYS COLOMBO LTD AND
UNITED TEA, RUBBER AND LOCAL PRODUCE WORKERS' UNION OF
1ST JANUARY 2017

Name of Applicant :

Company : Department :

NIC No. : Designation :

Salary :

Address :

Date of Joined :

Years of Services :

Loan Amount :

Years of Service	Amount	Please tick (✓) one
1 to 5 years	LKR 65,000	
5 to 15 years	LKR 105,000	
More than 15 years	LKR 125,000	

Reason for obtaining the loan/supporting documents :

I hereby declare the following payments for loans etc that I am currently making to banks and/or financial institutions.

I undertake to re-pay the above loan amount in accordance with the terms and conditions of the Memorandum of Settlement signed

I hereby authorize the Company, to recover any balance outstanding on the above loan, at the time of my leaving the services of the company, from any monies due to me from the Company, as at that date such as Bonus, and unpaid salaries etc.

.....
Signature of Applicant

.....
Date

We the undersigned Guarantors hereby authorize the Company to make the necessary recoveries from our salaries/balance leave payments or any due payments payable to us by the Company in the event of the applicant defaulting such payments due to any reasons including termination of services during the stipulated period of re-payment.

We further declare that we shall not act as Guarantors for more than two such applicants.

Name/NIC No.	Years of Service	Company	Department	Signature

Note : The Guarantors should be from the same or above the category of the borrower.
 : Copy of the last month salary slip attached.

Approved - The SBU Head :.....
 HRD :.....
 Interest rate of the loan :.....
 Approved. - The Committee :.....

08-1071

My No.: CI/1803.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lanka Walltiles PLC, No.215, Nawala Road, Narahenpita, Colombo 05 of the one Part and Inter - Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other Part on 24th November, 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.
 03rd August, 2018.

Collective Agreement No. 41 of 2017

COLLECTIVE AGREEMENT

BETWEEN

Lanka Walltiles PLC

AND

Inter - Company Employees Union of 24th November, 2017

COLLECTIVE AGREEMENT

COLLECTIVE AGREEMENT, entered into between Lanka Walltiles PLC, a Company duly registered and having its registered office at No. 215, Nawala Road, Narahenpita, Colombo 5, (hereinafter referred to as “the Employer”) and the Inter-Company Employees Union Trade union duly registered under the Companies Ordinance and having its registered office at No. 259/9, Sethsiri Mawatha, Koswatte, Talangama (hereinafter referred to as “the Union”) 24th day of November, 2017.

WHEREAS the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement.

1. **Parties Covered and Bound.**— The terms of this agreement shall cover and bind the Employer, the Union and members of the Union employed on permanent monthly contracts by the Employer in service in the Manual/Operative grades in the company.

2. **Duration of the Collective Agreement.**— This collective Agreement shall be effective for a period of 3 years from the 01st day of October 2017 and thereafter continue to be in force unless it is terminated by either party by giving 3 months' notice in writing to the other subject to the condition that neither party shall give such notice before the 30th day of June 2020 and such notice shall not expire before the 30th day of September 2020.

3. **Revision of Salaries.**—

(a) The Employer and the Union have agreed to the following salary revisions to be applicable to the duration of the Collective Agreement.

First Year	Rs. 3,000/-	
Second Year	Rs. 2,750/-	
Third Year	Rs. 2,500/-	Total Rs. 8,250/-

(b) Those eligible for the afore-stated salary revision shall be those who are in permanent employment as at 30th September, each year. As for example, to be eligible for salary revision in the first year, an employee will be required to be in permanent employment as at 30.09.2017.

4. **Night Shift Allowance.**— Normal night shift allowance of Rs. 100/- shall remain unchanged and agreed to increase OT night shift allowance to Rs. 250 from Rs. 150 currently.

5. **Uniform Tailoring Allowance.**— The employer agreed to pay total cost of tailoring charge to the employee after calculating average of same by collecting quotations for stitching a trouser from the reputed tailoring shops nearby Meepe, Hanwella and Padukka area.

6. **Profit Share Bonus.**— The existing terms of making this payment shall remain unchanged. However, the management agreed to increase the advance payable in the month of April each year to Rs. 13,000 from the current figure of Rs. 10,000. The advance shall be deducted from the annual profit share bonus payable in the course of the year.

7. **Attendance Incentive.**— It has been agreed to increase the attendance incentive to Rs. 2,250 per month (from the current attendance incentive of Rs. 1,750) based on the present scheme subject to report for duty in all Mercantile Holidays declared by the factory management as a working day. In case if an employee failed to report for Mercantile Holiday Rs. 500 will be deducted from his attendance incentive. Further, extra payment of Rs. 500 for working on Poya day will be continued as agreed in the previous collective agreement on same terms and conditions.

8. **Festival Advance.**— As a gesture of goodwill to the union, the company agreed to increase the Festival Advance to Rs. 15,000 from Rs. 12,000 subject to the existing terms and conditions.

9. **Funeral Assistance.**— In case of the death of a family member of an employee (as per the existing rules), the company agreed to increase an ex gratia payment to Rs. 6,000 from Rs. 5,000 of present payment, if the funeral is held outside the residence of the employee and similarly a sum of Rs. 12,000 from Rs. 10,000 of present payment, if the funeral and mortal remains will be at the employee's residence irrespective of the location.

10. **Salary Increments and Salary Scales.**— It has been agreed to increase annual increment applicable to all grades by a further Rs. 50 and increments applicable during grading of employees, the present Rs. 250 would be increased to Rs. 500 and the present Rs. 500 would be increased to Rs. 750.

11. **Medical Insurance Scheme.**— It has been agreed to increase medical insurance coverage of operative employees to Rs. 40,000 from the present Rs. 25,000 subject to terms and conditions of the existing scheme.

12. **Tile Quota Scheme.**— It has been agreed to increase the 3rd tile quota with 80% discount to 700 sq. ft from 500 sq. ft, for the employees those who are in between service of 14 to 20 years, subject to terms and conditions of the existing scheme.

13. **Dispute Resolution Procedure.**— In the event of a dispute arising out of a matter which is not covered by this Agreement, parties agreed to resolve any such dispute in the following manner:

- (i) Firstly, the Branch and the Management would attempt to settle such issue / dispute at the Company level.
- (ii) In the event of non-resolution of the dispute at Stage (i) above, parties agreed to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
- (iii) In the event of non-resolution of the dispute at Stage (ii) above, parties agreed to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- (iv) In the event of non-resolution of the dispute at Stage (iii) above, the Union agreed that they would give 14 days prior notice, in writing before engaging in any Trade Union action.

14. The Union, the Employer and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to seek to vary, in any manner, any of the terms and conditions agreed upon herein and 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.

In witness whereof, parties aforesaid have hereunto set their hands at Colombo on this 24th day of November 2017.


for & on behalf of:
Lanka Walltiles PLC.

Name: J. A. P. M. Jayasinghe
Designation: Managing Director

WITNESSES

1. 
Name: Aschell Roel
Designation: General Manager

2. 
Name: Nihal Kumar
Designation: Asst. General Manager

My No. : CI / 1830.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Memorandum of Understanding entered into between International Distillers Limited, Melfort Estate, Kotalawela, Kaduwela of the one part and the Food, Beverages & Tobacco Industries Employees Union, No. 513-2/1, Elvitigala Mawatha, Colombo 05 of the other part on 09th February 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.
07th August, 2018.

Memorandum of Understanding No. 01 of 2017

MEMORANDUM OF UNDERSTANDING

BETWEEN

International Distillers Limited

AND

Food Beverages and Tobacco Industries Employees' Union

Memorandum of Understanding

THIS Memorandum of Understanding is made and entered into on this 9th day of February Two Thousand Seventeen between International Distillers Limited, a company duly registered in Sri Lanka and having its registered office and factory at Melfort Estate, Kotalawela, Kaduwela (hereinafter referred to as "the Company") and the Food, Beverages and Tobacco Industries Employees' Union, a trade union duly registered in Sri Lanka and having its registered office at No. 513-1 / 2, Elvitigala Mawatha, Colombo 5 (hereinafter referred to as "**The Union**").

The parties have reached consensus in respect of the issues that were discussed and have agreed to the undernoted terms to be applicable to the employees covered and bound:

1. **Parties Covered & Bound.** - This Memorandum of Understanding shall cover and bind the Company, the Union and its members employed on confirmed permanent monthly contracts of employment in the clerical, supervisory and allied grades of the company as at the date of signing this Memorandum of Understanding.

2. **Duration of Memorandum of Understanding.** - The provisions of this Memorandum of understanding shall be effective for an initial period of three years from 1 December 2016 and thereafter shall remain binding unless otherwise terminated by the Company or the Union by giving one month's notice to the other, provided, however, that no such notice may be given by either party prior to the 31 October 2019.

3. **Revision of Salaries.** - It has been decided to revise the salaries of employees as follows:

(i) First year 2016/ 2017 - As agreed by the parties the first year salary revision shall take effect from 1st January 2017.

(a) To ascertain the salary payable to an employee with effect from 1st January 2017 the employer shall add to the monthly salary as at 31 December 2016 of each employee, a sum of Rs. 3,400/=

(b) The Company will implement a seniority allowance on the rates applicable as follows, which shall attract consequential benefits such as for EPF, ETF, Overtime and Gratuity.

- i. Service from 3 years to less than 12 years Rs. 36/25 per year of service
- ii. Service from 12 years to less than 16 years Rs. 26/80 per year of service
- iii. Service of 16 years or more Rs. 22/60 per year of service

(ii) Second year 2017/2018

(a) To ascertain the salary payable to an employee with effect from 1st December 2017 the employer shall add to the monthly salary as at 30th November 2017 of each employee, a sum of Rs. 2,900/-.

(b) In addition, the seniority allowance referred to in 3. (i) (b) above shall be revised as follows:

- i. Service from 3 years to less than 12 years Rs. 24/18 per year of service
- ii. Service from 12 years to less than 16 years Rs. 29/95 per year of service
- iii. Service of 16 years or more Rs. 34/94 per year of service

(iii) Third year 2018/2019

(a) To ascertain the salary payable to an employee with effect from 1st December 2018, the employer shall add to the monthly salary as at 30th November 2018 of each employee, a sum of Rs. 3,400/-.

(b) In addition, the seniority allowance referred to in 3. (i) (b) and 3 (ii) (b) above shall be revised as follows:

- (1) Service from 3 years to less than 12 years Rs. 36/25 per year of service
- (2) Service from 12 years to less than 16 years Rs. 26/80 per year of service
- (3) Service of 16 years or more Rs. 22/60 per year of service

(iv) The employer also agrees to make a payment to each employee covered by this MOU by way of arrears a sum of Rs. 3,400/- for the month of January 2017, which will attract consequential benefits such as EPF, ETF, etc. However, parties agree that all employees bound by this MOU shall not be entitled to receive salary arrears or any other form of payment for the period 01.12.2016 to 31.12.2016.

4. **Bonus.** - During the pendency of this MOU the Company will pay in December and in April of each year a bonus to employees calculated on the basis set out hereunder.

- i) A sum equal to one and a half (1.5) month's salary in December provided that the Company has operated at a profit during the financial year immediately preceding the bonus payment, and a further half (0.5) month's salary in April at the discretion of the Company. The salary for this purpose shall be the salary paid to employees in the month of November of the year in which the bonus falls due having regard to the position that the financial year of the Company is from 10th October to 30th September.
- ii) The Company agrees to pay an additional sum equal to half month's salary in December each year if the Company achieves the budgeted sales target of 1,106,360 9ltr cases in respect of the financial year 2016/17 and the Budgeted sales target for 2017/18 and 2018/19 respectively.
- iii) The Company agrees to pay an additional sum equal to half months salary in December each year if the Company exceeds the budgeted sales target by 5% in the previous financial year.
- iv) In the event of the Company not having made profits in respect of any financial year, the bonus payable shall be restricted to one (1) month's salary per employee in December. The Union, However, reserves the right to

raise a dispute in relation to such reduction and should the controlling body of the Union so decide, such dispute shall be pursued under the provisions of the Industrial Dispute Act. It is agreed in this regard, the Union and / or the employee shall not resort to any form of Trade Union action in pursuing such dispute.

5. **Special Monthly Bonus paid to Delivery Officers:-** The Special Monthly Bonus paid to Delivery Officers shall be revised in the following manner :

- (a) To increase the special monthly bonus payment slabs with effect from 01.01.2017. The applicable increased amounts will be as follows:

Slab (i) to (iv)	by Rs. 400/=
Slab (v) to (vi)	by Rs. 600/=
Slab (vii)	by Rs. 800/=
Slab (viii) to (ix)	by Rs. 900/=

The scheme applicable after revision with effect from 01.01.2017 shall be as follows:

(i)	Service up to 1 year	Rs. 7,100/-
(ii)	Service 1 - 3 years	Rs. 8,100/-
(iii)	Service 3 - 5 years	Rs. 8,600/-
(iv)	Service 5 - 8 years	Rs. 9,100/-
(v)	Service 8 - 12 years	Rs. 9,800/-
(vi)	Service 12 - 15 years	Rs. 10,300/-
(vii)	Service 15 - 20 years	Rs. 11,000/-
(viii)	Service 20 - 25 years	Rs. 11,600/-
(ix)	Service 25 years and over	Rs. 12,100/-

- (b) The special Monthly Bonus scheme will be increased further, in respect of each slab with effect from 01.12.2017 and 01.12.2018 by adding the amounts shown in 5 (a).

- (c) It is agreed by parties that this special monthly bonus shall not be considered as part of the wage and accordingly shall not attract consequential benefits such as EPF/ETF, Overtime, Gratuity, etc.

6. **Monthly Performance Bonus:-** The Company agrees to pay a Monthly Performance Bonus (MPB) based on local liquor sales of a minimum of 50,000 (9 ltr cases) per month on the basis of the revised scale hereunder with effect from 1st January 2017.

Number of Cases in (000) Applicable MPB per employee in (Rs.)

50-less than 60	4,150
60-less than 70	5,650
70-less than 75	7,150
75-less than 80	7,650
80-less than 85	8,150
85-less than 90	8,650
90-less than 95	9,150
95 - less than 100	9,650
100 - less than 105	10,150
105 - less than 110	10,650
110 - less than 115	11,150
115 - less than 120	11,650
Over 120	16,150

07. **Sales Commission/ Bonus.-** The Company will pay Rs. 2.45 per 9 litre case to employees engaged in the delivery of finished goods from the factory/ company warehouse/ depots to customers.

In the transfer of finished goods between and among the factory and or company operated warehouses/ depots, a payment of cts. 20 per 9 litre case shall be paid.

08. **Loans.**— The company will grant the following types of loans to employees on applications made for such loans on the basis set out hereunder.

- (a) Provided the applicant has no outstanding amount on the category of loan applied for.
- (b) The retirement date of the employee applying for such loan shall be taken into consideration in the working of the recovery period of the loan.
- (c) Ability of the applicants to furnish information, documentation and security as relevant and be complaint with the requirements of the Company for the granting of such loans.

(i) Distress loan

The Company will grant distress loans to employees on applications made for such loans on the following basis.

- (a) Employees with over 5 years service Rs. 22,500/-. An interest free loan repayable in 12 monthly instalments.
- (b) Employees whose service period is 3 years and above and under 5 years of service will be entitled for a interest free loan of Rs. 15,000/- repayable in 12 monthly instalments.
- (c) Employees whose service period is 1 year and above and under 3 years of service will be entitled for a interest free loan of Rs. 10,000/- repayable in 12 monthly instalments.

(ii) Housing Loans

Housing loans shall be granted to employees once in five years during their period of service with the company, in accordance with the conditions presently applicable in the following manner.

1. Employees with a service of 3 years to less than 8 years Rs. 60,000/-
2. Employees with a service of 8 years to less than 10 years Rs. 75,000/-
3. Employees with a service of 10 years or more Rs. 125,000/-

The interest rates shall be determined on the average bank lending rate prevalent and shall apply to these loans on the basis of a reducing balance, and the total loaned amount together with the interest is recoverable within 48 months of granting such loan to an employee.

(iii) Loan to Purchase Motorcycle or Three Wheeler

A loan of Rs. 125,000/- shall be made available to employees who have completed one year's (1) service to purchase either an unregistered motorcycle or a three wheeler subject to the tendering of a legally accepted valuation & other terms presently applicable. An employee would only become eligible to apply for a further loan after full repayment and the lapse of 5 years since the last loan.

The interest rates prevalent shall apply to these loans on the basis of a reducing balance, and the total loaned amount together with the interest is recoverable within 48 months of granting such loan to an employee.

09. **Batta Rates for Delivery Staff.**— The following rates shall apply to Distribution staff engaged in work during the time of such meals.

Bed Tea	Rs. 40/-
Breakfast	Rs. 100/-
Morning tea (10 am)	Rs. 40/-
Lunch	Rs. 150/-

Afternoon tea (3 pm)	Rs. 40/-
Evening tea (6 pm)	Rs. 70/-
Dinner	Rs. 150/-

10. **Night Allowance for Clerical Allied Grade Employees.**— The Company will pay a sum of Rs. 100/- per employee for work performed in the factory premises from 5 pm up to 8 pm or thereafter, provided that the total duration for such work shall not be less than three hours.

11. **Annual Picnic.**— During the pendency of this MOU the Company will make a grant of Rs. 9,500/- in the 1st year and Rs. 10,000/- in the 2nd and 3rd years, per employee, for the annual picnic organized by employees of the Company.

In the event of there being no annual picnic in respect of any year, no grant will be made on such account and the Company will not carry forward this amount to a subsequent year.

12. **Duty leave for Union Secretary.**— A half working day of each month is allowed as duty leave to the Branch Union Secretary for union work with the prior approval of the officer responsible for Employee Relations, Head of Department or the Chief Operating Officer.

13. **Gift Vouchers.**— The Company will issue Gift Vouchers to all Clerical Allied Grade Employees in December and April each year. The amount applicable for each year are as follows:

2016/17	Rs. 8,000/-
2017/18	Rs. 8,500/-
2018/19	Rs. 9,000/-

14. **Retirement Gift.**— The Company agrees to grant a gold sovereign to those employees who retire after reaching the retirement age of 55 yrs having completed a minimum service of 15 years.

15. **Uniforms.**— Uniforms provided to Delivery Officers annually shall be four (4) Shirts and Three (3) Trousers.

In order to enhance the hygiene standards of all Company, employees are prohibited from wearing the Company uniforms outside the premises of the factory and the location where work is assigned.

16. **Variation of Terms and Trade Union Action.**— The Union and the employees covered and bound by this MOU on their part agree that;

- i) During the continuance in force of this MOU, the union and employees shall not seek to vary or alter any term or condition of this MOU or make any demands relating to the payment or increase of any monetary benefits to employees whether by way of a salary revision or otherwise.
- ii) During the pendency of this MOU the union and the employees shall not engage in strike or any other form of trade union action in respect of any dispute that may arise between the union and the company and or the employees, and except in a situation where in the opinion of the controlling body of the Union, the company acts in a manner calculated to threaten or undermine the existence of or the legitimate activities of the Union in relation to an industrial dispute and the company is given 14 days written notice of such action.

17. **Transfers.**—The employees will be transferred from one Department to another at the discretion of the management, subject to the competence of the employees.

18. **Flexibility in Carrying Out Duties.** :— It has been agreed by parties that the employees covered and bound shall extend their fullest cooperation to the management to meet operational exigencies and that they shall be willing to be assigned to meet such exigencies and perform work in any other Department or location as directed by the management. It is further agreed that employees shall carry out their functions in accordance with their responsibilities and shall not be constrained in any way, in maintaining discipline among subordinates.

In witness whereof the parties
February 2017 at Colombo.


For and on behalf of
INTERNATIONAL DISTILLERS

Name: R S Tissanayagan

Designation: Managing Director

WITNESSES:


Name: V N Nair

Designation: Group Head of


INTERNATIONAL DISTILLERS