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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 1657/5 - 2010 ජුනි 07 වැනි සඳුදා - 2010.06.07

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : C1/1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hatton National Bank PLC, 479, T. B. Jayah Mawatha, Colombo 10 of the one part and the Hatton National Bank Ltd. Union, 24/16A, Sri Sangabo Road, Kawdana of the other part on 06th November, 2009 regarding the Junior Executives is hereby published in terms of Section 06 of the Industrial Disputes Act Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General
of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
26th April, 2010.

Collective Agreement No.: 21 of 2010

This Collective Agreement made this 06th day of November, 2009 between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at No. 479, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as “the Bank”).

OF THE ONE PART

and

Hatton National Bank Ltd. Officers Union, (HNB Officers' Union), a Trade Union duly registered in Sri Lanka and having its registered Office at 24/16A, Sri Sangabo Road, Kawdana, Dehiwala (hereinafter referred to as "the HNB Officer's Union")

OF THE OTHER PART

Whereas the HNB Officers' Union submitted proposals for a revision of salaries and other benefits in respect of their members among the employees covered and bound by this Collective Agreement and subsequent to negotiations between the Bank and the HNB Officer's Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the HNB Officers' Union and the employees and maintaining an efficient and productive working environment, the matters so agreed upon are set out hereunder.

1. Parties to be Covered and Bound

This Agreement shall cover and bind Hatton National Bank PLC ("the Bank") the Hatton National Bank Ltd Officers' Union ("the HNB Officers' Union") and members of the HNB Officers' Union employed by the Bank in the category of Junior Executives (hereinafter referred to as the "employees") for whom salary ranges have been prescribed in this Agreement.

2. Date of Operation and Duration

This Agreement shall come into force on the 1st April, 2009 and shall continue until either party terminates it by written notice in terms of this Industrial Disputes Act, but no such notice shall be given before the 31st March, 2012. The HNB Officers' Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July, 2011.

3. Matters Covered and Bound

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the HNB Officers' Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the HNB Officers' Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.
- (b) The HNB Officers' Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

4. Consolidated Salary.

- (a) With effect from 1st April, 2009, each employee covered and bound by this Agreement shall be paid salaries in accordance with the salary ranges prescribed hereunder.

Junior Executive Grade 1	–	Rs. 41,000/- to 80,000
Junior Executive Grade 2	–	Rs. 44,000/- to 94,000
Junior Executive Grade 3	–	Rs. 50,000/- to 100,000

- (b) Annual increments will be based on performance in accordance with the performance appraisal scheme of the Bank subject to a minimum increment of a sum equal to 2% p.a. of an employee's salary subject to the condition that those who are rated as "Poor" will not receive any increment.
- (c) The scale of rating under the performance appraisal scheme to determine levels of performance of employees for the grant of annual increments will be as given below.

Outstanding	:	1 – 1.9	-	Achievement of not less than 90%
Good	:	2 – 2.9	-	Achievement between 80% and 90%
Satisfactory	:	3 – 3.9	-	Achievement between 60% and 80%
Average	:	4 – 4.9	-	Achievement between 50% and 60%
Poor	:	5	-	Below 50%

5. Conversion to Revised Salaries with effect from 1st April, 2009.

For the placement of an employee in the salary range as set out at clause (4) above with effect from 1st April, 2009, the following provisions shall apply.

1. A sum equal to 18% of the basic salary payable to an employee as at March, 2009 shall be added to the basic salary paid to each employee in the month of April, 2009.

6. Incremental Date

The annual incremental date will be 1st April.

7. Fuel Allowance.

Employees will be entitled to receive a conveyance/fuel allowance in accordance with the amounts stated below.

Junior Executive Grade 1	—	a sum equal to 55 litres of petrol per month
Junior Executive Grade 2 & 3	—	a sum equal to 80 litres of petrol per month

8. Holiday Allowance

- (a) The Bank shall pay a lump sum allowance in accordance with the amount stated below.

Junior Executive Grade 1	—	Rs. 25,000/- p.a.
Junior Executive Grade 3	—	Rs. 27,500/- p.a.

- (b) In the case of an employee promoted during the course of a year, the payment for a period of service less than a completed calendar year will be computed proportionately at the rate of 1/12th of such entitlement in respect of each completed month of service.

9. Special Payments.

- (a) *Tea & Dinner Allowance*

Employees will be paid for work outside normal working hours on a normal working days as follows :

1 Hour	—	Rs. 150/-
Up to 1 1/2 hours	—	Rs. 225/-
Up to 2 hours	—	Rs. 300/-
Up to 2 1/2 hours	—	Rs. 375/-
Up to 3 hours	—	Rs. 450/-
Up to 3 1/2 hours	—	Rs. 525/-
4 hours & above would be at the rate of Rs. 150/- for one full hour.		

(b) *Working on Holidays*

Where an employee works on a holiday he will be paid a sum of Rs. 250/- for each completed hour so worked.

(c) *Disturbance Allowance*

- (i) Employees reporting for work prior to 7.00 a.m. will be paid a sum of Rs. 700/- in respect of such day ;
- (ii) Employees required to perform work in relation to ATM breakdowns during non working hours including weekends and other holidays will also be entitled to a payment of Rs. 700/- in respect of each such instance.

(d) *Pawning*

Employees engaged in duties relating to the pawning of articles in the Bank will receive an allowance of Rs. 125/- per day subject to a maximum allowance of Rs. 2,000/- per mensem.

10. Bonus

Without prejudice to the claim of the Bank that bonus payments are *ex-gratia*, the Bank will each year pay to every employee in service as at the date of payment covered by this settlement, a bonus of three months basic salary as drawn by such employee for the month of December in respect of one complete year of service, meaning January to December, and proportionately for service less than one year at the rate of one twelfth of such entitlement in respect of each complete month of service.

11. Provident Fund

(a) *Rate of Contribution*

The rate of contribution to the Provident fund by the Bank shall be :

Bank's contribution	-	12% (twelve percent) of salary
Employee's contribution	-	8% (eight per cent) of salary

Provident fund contribution shall be on the consolidated salary referred to at Clause 5 hereof subject to the Rules of the Provident Fund.

(b) *Interest on Provident fund contributions held by Banks.*

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months Fixed Deposits for a sum of Rs. 100,000 published by the N. S. B. or HNB whichever is higher prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) *Deficiency in Bank's Contribution to Provident Fund to an Employee Not Entitled to a Pension.*

Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension, as the case may be, such employee shall be entitled to the difference between the Bank's contribution made to the Fund during his period of service and the Employer's minimum rate of contribution he would have been entitled to, in terms of the Employees Provident fund Act and its amendments from time to time as a contribution to the fund by the Employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Bank up to 31st March 1992.

From 01.01.71 to 31.12.80	-	9% of gross salary.
From 1.1.81 onwards	-	12% of gross salary

Prior to 31.12.70 the Employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

12. Death Gratuity.

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two month's basic salary for each year of completed service, subject to a minimum of Nine months basic salary, to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of Compensation or under any laws in force at the time on account of Employees Compensation or under any other law or an Award of Court, whichever, is higher. Provided further, that in the case of an employee whose death occurred in consequence, the pre-acceptance of Death Gratuity as provided herein, shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

13. Gratuity on Resignation/Termination Prior to Retirement.

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5.

Completed years of actual service shall include only actual continuous service worked excluding absence/leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.

14. Promotions

Grade I

- (a) Any employee promoted to the Grade of Junior Executive from the Grade of Banking Assistant will be entitled to an addition of Rs. 1,000/- to his last drawn gross monthly salary as a Banking Assistant and he shall thereafter be placed within the salary range for Junior Executives as provided for at clause (5) above. His salary and other entitlements will thereafter be in accordance with the provisions of this agreement.
- (b) On promotion, an employee will serve a period of probation of 06 months. This period shall be extendable by a period of 3 months. An employee who does not reach the required level for confirmation will be reverted to the post from which he was promoted.

Grade II

- (a) A Junior Executive with 3 years' service in Grade I, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers, will be promoted to Grade 2 in the Junior Executive Grade.
- (b) A Junior Executive in Grade 1 who is not eligible for promotion to Grade 2 in terms of (a) above, will be considered for promotion to Grade 2 subject to completion of 5 years' service in Grade I and a good all round record of service.
- (c) A Junior Executive in Grade 1 shall on promotion to Grade 2 receive an increase of Rs. 2,000/- in his monthly basis salary with effect from the date he is so promoted.

Grade III

Following principles shall apply to the promotion of an employee from Grade 2 to Grade 3 :

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 3 subject to an application being made by the employee.
- (b) An employee eligible to make such application will be—
 - (i) A Junior Executive with 3 years service in Grade 2, with a good all round record of service and had successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
 - (ii) A Junior Executive in Grade 2 who is not eligible for promotion to Grade 3 in terms of (i) above, will be considered for promotion to Grade 2 subject to completion of 5 year service in Grade 2 and a good all round record of service.
 - (iii) A Junior Executive in Grade 2 shall on promotion to Grade 3 receive an increase of Rs. 3,000/- in his monthly basic salary with effect from the date he is so promoted.
- (c) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Resources Division.

15. Annual Leave, Medical and Casual Leave

(a) Annual Leave

(i) Entitlement

in respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) Availment

The availment of all annual leave shall be prior authorization of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.

(iii) Accumulation

Annual leave may be accumulated by an employee exclusively for the following purposes ;

- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank ;
- (b) For the purpose of attending on a family member who is seriously ill ;
- (c) For travel abroad for which purpose one month's prior notice shall be given ;
- (d) For marriage of the employee ;
- (e) Prolonged illness of the employee ;
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave ;
- (g) For purpose of nursing third and fourth children beyond the Maternity Leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the Management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of ninety (90) days.

(b) Medical Leave

(i) Entitlement

An employee shall be entitled to not less than Twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) Availment

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

(a) where a such period of absence exceeds two consecutive days including weekly or other holidays, or

(b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.

(iii) Accumulation

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions :

(a) in no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and

(b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalization, an similar circumstances supported by a certificate from a Registered medical practitioner.

(c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalization an employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.

(iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances.

(a) Where the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of an employee, or

(b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of the employee.

(c) Casual Leave

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

16. Retirement.

(a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 55, or any other age mutually agreed upon, an employee shall *ipso facto retire* and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.

- (b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his HNB Officers' Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.
- (c) An employee who is found to be unable to continue to perform his duties as a result of infirmity/disability, as certified by the Bank/s Doctor/Medical Specialist/Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay) is entitled to a pension or any other superannuation scheme introduced by the Bank in Lieu of Pension. Provided, However, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation the pre-acceptance of pension or a benefit under any other superannuation scheme introduced by the Bank in lieu of such pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

17. Suspension.

- (a) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clauses (b) and (c) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (b) Where the suspension is on account of charges involving financial dishonesty such as fraud of misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period, Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (c) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

18. Disciplinary Procedure.

Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply :

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of times as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and

if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlement in respect of the period of such suspension.

- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub-clause (k)(iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the HNB Officers' Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the HNB Officers' Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) or a Executive Committee Member of the HNB Officers' Union employed in the Bank to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the HNB Officers' Union to be present at the Inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The Inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw there from and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, not the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiry Officer may ask him.
- (g) The HNB Officers' Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the HNB Officers' Union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances :
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.

- (ii) Where the employee makes a written admission of the charges against him.
- (iii) Where the Bank proposes to warn an employee, but without prejudice to the HNB Officers' Union right to request the employer thereafter to hold an inquiry in which even the fact that the inquiry did not commence within Twenty One (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the HNB Officers' Union, unless the employee or the HNB Officers' Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.
- (m) Where an employee is under suspension and the Bank makes order that :-
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine ; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of Sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

19. Medical Scheme

I. *Reimbursement of Medical Expenses for Non-Hospitalization Expenses.*

The Bank will reimburse an employee up to a maximum of Rs. 25,000 in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 and the parents of the employee in respect of routine non-hospitalisation/non-surgical and specialist treatment, and subject to the following:

- (a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.
- (b) Prescriptions of Doctor's bills are from Registered Medical Practitioner.
- (c) The unutilized portion of the allocation for the year could be utilized during a period of three years subject to valid bills being submitted as aforesaid.
- (ii) The Bank will further reimburse a sum upto a maximum of Rs. 7,500/- on a non-cumulative basis for Medical Reports in respect of a Annual Health Checkup only for the employees over 40 years of age subject to the following.
 - (a) The entitlement could be utilized only once in 12 months.
 - (b) The medical tests specified in the Annexure I must be carried out concurrently to be entitled for reimbursement. No part reimbursements will be made.
 - (c) The Claim Form accompanying the bills should be forwarded to the Centralized Payroll Division, Head Office for payment.

(iii) *Special Non-Hospitalization and Non-Surgical Expenditure*

The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum as stipulated below for specific purposes as mentioned hereinafter on behalf of the employee and not on behalf of his family members.

- | | | |
|-------------------------------|---|--------------|
| (a) Spectacles | - | Rs. 12,500/- |
| (b) Dentures & Nerve Fillings | - | Rs. 8,000/- |
| (c) Hearing Aids | - | Rs. 8,000/- |

Subjects to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist. In case of Spectacles an employee is also entitled to replace the lenses only within the overall limit of Rs. 12,500/- Provided further however, in the case of employees over the age of 50 years, a claim for spectacles may be allowed once in two years.

(iv) *Surgical and Hospitalization Expenditure.*

Employees will be reimbursed on account of surgical and hospitalization (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under 18 years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum :

- | | |
|---|---------------------|
| (a) Hospital or Nursing Room Charges : | |
| Day Limit - Standard A/C Room charge per day | |
| Government Hospital Allowance | Rs. 1.000/- per day |
| (b) Emergency Treatment Travel Expenses (maximum) | Rs. 2,000 |
| * The rate is Rs. 30/- per kilometer | |
| (c) Overall Limit for any one event | Rs. 120,000/- |
| (d) Overall Limit for any one year | Rs. 160,000/- |

Provided however that in the case of a recurrent illness, *i.e.* of the same kind, the Bank will make payment on this account only once in a period of three years.

The First Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

(v) *Maternity Grant*

- (a) an employee who is married will be entitled to a grant of Rs. 12,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.
- (b) In the case of reimbursement under surgical and hospitalization expenses, for maternity, an employee shall not be entitled to this grant in terms of (i) above.

20. Trade Union Action

(a) *Matters Related and Covered in the Agreement.*

The HNB Officers' Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) Matters Not Related and Not Covered in this Agreement

The HNB Officers' Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until :—

- (i) The HNB Officers' Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank.
- (ii) HNB Officers' Union has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and the Employers' Federation of Ceylon.
- (iii) in the event of there being no settlement at the level of conciliation aforesaid, the HNB Officers' Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade Union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner General of Labour.

21. HNB Officers' Union Check-off

During the continuance in force of this Agreement and provided the HNB Officers' Union has not less than forty (40) percent membership among the employees covered by this agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the HNB Officers' Union violating any of the provisions of this Collective Agreement in relation to the Bank.

22. Implementation and interpretation of this Agreement

- (a) Where either the HNB Officers' Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being Implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the HNB Officers' Union. The Bank or the HNB Officers' Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.
- (b) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Dispute Act, 1950.

23. Consequences of Termination Agreement.

On the termination of this Agreement all terms, conditions, benefits facilities and concessions enjoyed by the HNB Officers' Union and/or its members shall ipso facto cease.

24. Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings :

Bank	Hatton National Bank PLC
Employee	an employee covered and bound by this Agreement.
Employer	Hatton National Bank PLC
HNB Officers' Union	Hatton National Bank Ltd Officers Union
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial dispute Act and shall include any dispute arising between the Bank and the HNB Officers' Union.

Words importing the masculine gender shall include the feminine

Words importing the singular number shall include the plural and vice versa.

THE FIRST SCHEDULE

- (1) (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 19(iv) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

- (2) Reimbursements will only be effected on hospitalization involving at least one night stay in a hospital.
- (3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- (4) The Bank will be entitled to take out Insurance Policies covering reimbursement under this Scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
- (5) Employee shall uphold the principle of *uberrima fide* when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set-out in this Agreement.
- (6) (a) The Bank will circulate by internal circular published from time to time a list of hospitals/nursing homes, expenses incurred at which, will be eligible for reimbursement under the Scheme. Additions and/of deletions to this list will also be made by internal circular.
- (b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.

(7) Exclusions

The Scheme shall not cover benefits/ expenses :

- (a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.
- (b) Occasioned by or happening through.
- (i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence, Police, security Force, Home Guard etc.,
- (ii) Attempted suicide, Alcoholism, Venereal Disease, Insanity and Illnesses resulting from Acquired Immune Deficiency Syndrome.
- (iii) Normal child or pregnancy subject to clause 19(iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/Hospital, will be on the employee who makes the claim.
- (iv) Earthquake, Volcanic Eruption of Tidal Wave.

- (c) Incurred whilst traveling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.
- (d) In respect of Eye Tests or Dental Treatment.
- (e) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- (8) The benefits under this Scheme shall not be cumulative and the words "any one year" in Clause 19(iv) of the Agreement shall be deemed to be the period 1st January, to 31st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- (9) In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in Clause 19(iv) of the Agreement.

Annexure 1

HEALTH CHECKUP FOR STAFF MEMBERS OVER 40 YEARS OF AGE CLAIM FORM

EPF No. Branch/Department.....

Name with initials (Mr./Mrs./Miss.).....

Age Category..... Amount.....

(Please tick "X")

Haemogram	
Haemoglobin	
P.C.V.	
R.B.C.	
MCHC MCV MCH	
Total W. B. C.	
E.S.R.	
Peripheral Smear	
Biochemical Parameters	
Fasting & PP Blood Sugar	
Urea	
Creatinine	
Uric Acid	
Lipid Profile	
Total Cholesterol	
HDL Cholesterol	
LDL Cholesterol	
Triglycerides	
Total Cholesterol/HDL Ratio	

Liver Function Tests	
Total Protein	
Albumin	
Globulin	
SGPT	
Alkaline Phosphatase	
GGTP	
SGOT	
Serum Bilirubin	
General Tests	
VDRL	
Blood Grouping and Rh typing	
complete Urine Analysis	
Stools Test	
Pap Smear for women/P.S.A. for men	
E.C.G	
Chest X-Ray	
Ultrasonogram of the Abdomen	
Cardiac Stress Analysis (CSA/TMT)	
Pulmonary Function Test (PFT)	

I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me.
I also declare that I have not made a claim under the Health Checkup for the past 12 months.

.....
Signature of Claimant

.....
Date

In witness hereof the said parties have set their hands hereunto on this 6th day of November, 2009 at Colombo.

For and on behalf of

Hatton National Bank PLC

Name : J. R. P. M. Paiva

Designation : Deputy General Manager,
Human Resources & Administration.

Name : R. L. P. Peiris

Director General,
Employers' Federation of Ceylon

Witness :

U. P. P. Gooneratne,
Senior Manager - Industrial Relations,
Hatton National Bank PLC.

For and on behalf of

Hatton National Bank Ltd. Officers' Union.

Name : A. R. Uduwela

Designation : President.

D. I. V. Senadhira

General Secretary.
Hatton National Bank Ltd. Officers' Union

T. M. P. Peiris

Executive Committee Member.
Hatton National Bank Ltd. Officers' Union.

G. F. Thomas,
Executive Committee Member,
Hatton National Bank Ltd. Officers' Union.

We hereby certify that this is the Collective Agreement signed on behalf of the Hatton National Bank PLC with the Bank's Officers' Union.

Indrani Goonesekera (Mrs.)
DGM (Legal) Board Secretary.

R. Theagarajah.
Managing Director.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

Collective Agreement entered into between Bogala Graphite Lanka Limited, No. 20, Tickell Road, Colombo 08 of the one part and the Inter Company Employees' Union, No. 158/18, E. D. Dabare Mawatha, Colombo 05 of the other part on 19th January, 2010 is hereby published in terms of Section 06 of the Industrial Disputes Act Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General
of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
17th May, 2010.

Memorandum of Understanding No. 31 of 2010

BOGALA GRAPHITE LANKA LIMITED COLLECTIVE AGREEMENT - 2010

This Collective Agreement is made on this 19th day of January, 2010 pursuant to the Industrial Dispute Act, between Bogala Graphite Lanka Limited, a Company duly registered in Sri Lanka having its registered office at No. 20, Tickell road, Colombo 08 (hereinafter referred to as the "Employer") of the one part and Inter Company Employees Union, being a Trade Union duly registered and having its registered office at No. 158/18, E. D. Dabare Mawatha, Colombo 05, (hereinafter referred to as the "Union") of the other part.

Witnesseth and hereby agreed between the parties as follows :

1. Title :

This Agreement will be called and known as Bogala Graphite Lanka Limited "Collective Agreement (CA) 2010".

2. Parties Covered and Bound

This Agreement shall cover and bind the Employer, the Union and members of the Union who are Employed by the Employer as permanent Employees on the date of signing of this Agreement, and permanent Employees who shall be recruited after the said date, except the Executive and Managerial Staff.

3. Date of Operation and Duration

This Agreement will come into effect from 1st January, 2010 and will cover a minimum period of 1 year.

The Agreement will thereafter continue to be in force and will not end till a new Collective Agreement called and known as "Collective Agreement 2011 - 2013" will be signed, or till terminated in writing by either party with one month's notice to the other and according to the provisions of the Industrial Disputes Act.

4. General Terms and Conditions.

The Terms and Conditions of this Agreement shall as from the date hereafter and during the continuance in force of this Agreement be deemed to be included in all contracts of employment between the Employer and the Employees covered and bound by this Agreement.

5. Income Structure

With effect from the date of operation, the employer shall secure for each employee covered and bound by this Agreement the following Income Structure :

- Basic salary in accordance with the approved Salary Scale of the Employer and with the Sri Lankan laws, payable monthly.
- Production Incentive (formerly known in Bogala as “PVD”), calculated as shown in the paragraph 7, payable monthly.
- Annual Bonus based on productivity targets achievement, calculated as shown in the paragraph 8, payable yearly in two installments in April and in December.
- Other statutory payments.

6. Salary Scale

From the date on which the Agreement is signed (January 2010 the following Salary Scale will be implemented :

Manual and Operative Grade

<i>Grade</i>	<i>Start</i>	<i>Annual Increment</i>	<i>Nos. Increments</i>	<i>Maximum</i>
SP	8500	300	16	13300
I	7950	285	15	12225
II	7380	265	14	11090
III	7000	240	10	9400
IV	6700	215	9	8635
V	6485	190	7	7815
VI	6195	170	4	6875

Supervisory Grades

<i>Grade</i>	<i>Start</i>	<i>Annual Increment</i>	<i>Nos. Increments</i>	<i>Maximum</i>
I	8500	320	18	14260
II	7815	285	19	13230
III	7700	250	20	12700
Trainee	6195	170	3	6705

Clerical and Allied Grades

<i>Grade</i>	<i>Start</i>	<i>Annual Increment</i>	<i>Nos. Increments</i>	<i>Maximum</i>
SP	8500	300	16	13300
I	7950	285	15	12225
II	7380	265	13	10825
III	7000	240	9	9160
IV	6700	215	5	7775

The Employer will add to each employee's basic salary a sum of Rs. 3,000 starting from January 2011. From the same moment the Employer will deduct Rs. 3,000 from the component “A” of the production Incentive (See paragraph 7).

7. Production Incentive Scheme (formerly known as “PVD”)

With effect from the date of operation, the monthly Production Incentive (P1) will be calculated according to the following formula :

$$P1 = (A+B) \times (C/D) \text{ where}$$

A = Attendance allow. + Interim allow. + UG allow. + CA allow.

Attendance allowance = Rs. 500

Interim allowance = Rs. 400 (considered only for the underground Division)

Underground allowance = Rs. 440 for Manual and Operatives in Underground Division only

= Rs. 380 for Supervisory in Underground Division Only

CA Allowance = as agreed between the Employer and the Union and shown below

<i>Period</i>	<i>Monthly allowances Rs.</i>	<i>Cummulated Rs.</i>
Months 01 - 12	3,000	3,000

B = rate agreed with the Union shown in the table below (in Rs.)

Manual and Operative Grades

	SP	I	II	III	IV	V	VI
Underground	1000	950	900	850	800	750	700
Processing	950	900	850	800	750	700	650
Plant Engineering	850	800	750	700	650	600	550
Transport	800	750	700	650	600	550	500
Estate and Admin.	700	650	600	550	500	450	400

Supervisory Grades

I	II	III	Trainee
1150	1100	1050	700

Clerical and Allied Grades

SP	I	II	III	IV
900	850	800	750	700

C = Calculated monthly individual bonus points in Rs. (see calculation in paragraph 8)

D = Base point for bonus calculation (see calculation in paragraph 8).

After the Implementation of the above scheme, all allowances mentioned in the formula for calculation of “A” will cease their existence as separate allowances.

In the event an employee does not qualify, in a particular month, for the payment of the bonus due to non achievement of the target, the calculated individual bonus will be considered in the formula above.

8. Annual Bonus based on productivity

With effect from the date of operation, the Employer and the Union agree upon the following calculation of the Annual Bonus (AB) based on productivity achievements :

AB = Sum of the 12 months individuals bonus points (C) in Rs.

For one month, the calculation is shown below.

$$C = (AP/TP)*D$$

Where

AP = Achieved Productivity by individuals or group of individuals established monthly

TP = Targeted Productivity established monthly by the Management for individuals or group of individuals

D = Base point established as follows : $D_{2010} = ("OP_{2009}"/"OP_{2008"}) * D_{2009}$

Where

OP 2006 - 2009 = Overall Productivity in each of the years 2006, 2007, 2008, 2009 calculated with the formula :

$$OP = ROM/MS$$

Where

ROM = Yearly underground graphite production in (Kg)

MS = Total number of man shifts performed by all employees in the year

The Annual Bonus points are calculated each month for each employee and if qualified, the equivalent in Rupee value will be paid, each year as follows :

In April — December (previous year) to March

In December — April to November

To qualify for yearly payment, an individual's or a group's monthly ratio (AP/TP) shall be equal or greater than 1.

1C Point - Rs. 1

9. Welfare Facilities

With effect from the date of operations, the following welfare facilities will be altered or provided as follows :

1. The scholarship granted for the University Education to the qualified Children of the employees will be increased from Rs. 2,000 to Rs. 2,500.
2. “When, and if passing, the Grade 5 exam, a scholarship of Rs. 1,000 only will be granted to the qualified children of the employees.

3. A gift up to the value of Rs. 500 will be given to each employee who will be retiring after reaching the age of 55/60.
4. The Employer will introduce the price control for the sales of the food products in the Workers' Canteen to assure a correlation with the prices practiced outside the Company. The Company's Estate products will be sold through the Canteen or given to the Employees for ceremonies.
5. In the event of a death of an Employee, the funeral expenses paid by the Employer to an immediate family member of the Employee, will be increase from Rs. 15,000 to Rs. 17,000. In addition a payment of Rs. 25,000 is provided from the Company's insurance coverage.
6. The Distress Loan will be granted within a period of one month after receiving the required details, in accordance with the currently established regulations. The minimum amount of the loan will be Rs. 100,000 provided that the calculated payback installment doesn't exceed 40% from the basic salary.
7. On two consecutive nonworking days of the year 2010, the Union will organize a trip for all employees whom wish to join and the Employer will pay for transport, food and accommodation to the tune of Rs. 250,000. However, if the total cost of the trip is exceeding the above amount a reasonable portion of the additional cost, determined by negotiation at the time, will be born by the Employer.

All the other welfare facilities agreed upon in the "CA 2002 - 2005" and not altered above will be continued as agreed previously.

10. Safety Equipment

The Employer shall supply to each employee the Safety Equipment established as necessary in accordance with the Company regulations and the Union agrees to convince the employees to wear it, failing which the Employer is entitled to take disciplinary action against such employees.

11. Working Hours and Arrangements

Depending on exigencies of business, the Employer is entitled, in consultation with the Union, to change the current working hours of the Company.

The Union agrees that when all the preparative action is completed, the Underground Employees will work continuously at their working places. In this regard, the Employer will provide a free light meal at the beginning of the shift to be taken and consumed at the working place. In addition a main meal will be provided to each employee on surface, at the Company's Canteen, at the end of the shift.

The Union also agrees to comply with the Main Shifts riding schedule introduced by the Employer.

The details regarding the above are given in the Annex 1.

12. Unauthorized Absence

The following schedule will apply with regard to unauthorized absence. The prevailing disciplinary action for unauthorized absence will be applicable on a pro rata basis.

01 to 12 months	-	10 Days
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13. Medical Certificates on Grounds of Sickness/Injuries.

The Union agrees that only Government Hospitals Medical Certificates are to be considered to justify absence due to sickness or injuries.

14. Transfers

It is a condition of employment that every employee is liable to be transferred from one Mine of the Employer to another or from one Department/Section to another. If the Management is of the opinion that training is necessary, such training will be given to the employees. A transfer will not affect the salary of the employee. However, the allowances, incentives or bonus payments will be according to the schemes applicable to that particular Department/Section to which the employee has been transferred.

Without any deductions to the salary an Underground employee will be entitled only on medical grounds to be transferred to the Surface for a maximum period of two weeks. If the period exceeds two weeks the salary will be subject to a reduction according to the present scheme that is in operation. This is applicable only for personal sickness covered by relevant medical certificates.

15. Half Days' Leave.

The present scheme applicable under the Collective Agreement 2002 - 2005 will be continued.

16. Disciplinary Action

The employees shall be covered and bound by the current disciplinary Procedure of the Company.

17. Trade Union Action

The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of the Agreement they shall not engage in any strike or other form of Trade Union Action against the Employer in respect of any dispute covered by this Agreement.

18. Interpretation

If any dispute arises regarding the interpretation of this Agreement, parties agree to refer the matter to the Commissioner - General of Labour and abide by the ruling given by him.

In witness hereof parties have hereunto set their hands on this 19th day of January, 2010 at Colombo.

For and on behalf of
Bogala Graphite Lanka Limited

Name : Amila Jayasinghe
Designation : CEO

Witness :
Name : Nimal De Silva
Designation : Financial Controller

For and on behalf of
Inter Company Employees' Union,

Name : Piyadasa Gamage,
Designation : Director Secretary,

Witness :
Name : S. A. J. Sankapala,
Designation : Branch President.

TIME SCHEDULE OF UNDERGROUND WORKING ACTIVITIES FOR COLLECTIVE AGREEMENT -2010

Serial No.	Description of Activities	1st Shift			2nd Shift		
		Start	End	Duration Hrs. Min.	Start	End	Duration Hrs. Min.
1	Arrival of the Bus	—	6.45 a.m.	—	—	2.15 p.m.	—
2	Card punching/Partaking of breakfast/Lunch	6.45 a.m.	7.15 a.m.	00.30	2.15 p.m.	2.45 p.m.	00.30
3	Getting ready fo the work Handing tag, Muster, Dressing etc.,)	7.15 a.m.	7.30 a.m.	00.15	2.45 p.m.	3.00 p.m.	00.15
4	Alfred Shaft riding (First Section)	7.30 a.m.	7.45 a.m.	00.15	3.00 p.m.	3.15 p.m.	00.15
5	5th Pit riding (Down) (2 times riding x 16.5 minutes)	7.45 a.m.	8.18 a.m.	00.33	3.15 p.m.	3.48 p.m.	00.33
6	Walking from shaft Collar of each level to working place	8.18 a.m.	8.25 a.m.	00.07	3.48 p.m.	3.55 p.m.	00.07
7	Time period for working	8.25 a.m.	1.20 p.m.	4.55	3.55 p.m.	8.50 p.m.	04.55
8	Coming back to Shaft Collar from working place	1.20 p.m.	1.25 p.m.	00.05	8.50 p.m.	8.55 p.m.	00.05
9	Blasting	1.25 p.m.	1.30 p.m.	00.05	8.55 p.m.	9.00 p.m.	00.05
10	5th Pit riding (Up) (1 1/2 times riding x 14 minutes)	1.30 p.m.	1.51 p.m.	00.21	9.00 p.m.	9.21 p.m.	00.21
11	Alfred Shaft riding (Second Section)	1.51 p.m.	2.00 p.m.	00.09	9.21 p.m.	9.30 p.m.	00.09
12	Bathing/Dressing and Other activities	2.00 p.m.	2.20 p.m.	00.20	9.30 p.m.	09.50 p.m.	00.20
13	Partaking of meal	2.20 p.m.	2.45 p.m.	00.25	9.50 p.m.	10.15 p.m.	00.25
14	Card punching	2.45 p.m.	3.05 p.m.	00.20	10.15 p.m.	10.35 p.m.	00.20
15	Departure of the bus	3.05 p.m.	—	—	10.35 p.m.	—	—

RIDING SCHEDULE OF 05th PIT LIFT CAGE FOR COLLECTIVE AGREEMENT -2010

	1st Shift				No. of ridings	Time for the Riding	2nd Shift			
	Start		End				Start		End	
	Time	Level	Time	Level			Time	Level	Time	Level
Transportation of Workers/ Supervisors to the U/G and Transportation of trolleys	7.45a.m	72 FM	8.18 a.m.	72 FM	2	16.5	3.15 p.m.	72 FM	3.48 p.m.	72 FM
Supply of materials/Services and transportation of trolleys	8.18 a.m.	72 FM	9.00 a.m.	72 FM	2	21	3.48 p.m.	72 FM	4.30 p.m.	72 FM
Transportation of trolleys and Water bunkers	9.00 a.m.	72 FM	10.31 a.m.	275 FM	5 1/2	16.5	4.30 p.m.	72 FM	6.01 p.m.	275 FM
Inter-level transporation/riding of half-day leave takers and miners with other physical requirements	10.31 a.m.	275 FM	10.39 a.m.	72 FM	1/2	16.5	6.01 p.m.	275 FM	6.09 p.m.	72 FM
Transportation of trolleys	10.39 a.m.	72 FM	12.18 p.m.	72 FM	6	16.5	6.09 p.m.	72 FM	7.48 p.m.	72 FM
Transportation of Explosives/ Inter- level transportation and riding of miners with other physical requirements	12.18 p.m.	72 FM	12.34 p.m.	72 FM	1	16.5	7.48 p.m.	72 FM	8.04 p.m.	72 FM
Transportation of trolleys	12.34 p.m.	72 FM	12.43 p.m.	275 FM	1/2	16.5	8.04 p.m.	72 FM	8.13 p.m.	275 FM
Inter-level riding of explosive takers /transport- ation of trolleys	12.43 p.m.	275 FM	12.59 p.m.	275 FM	1	16.5	8.13 p.m.	275 FM	8.29 p.m.	275 FM
Riding of explosive man and workers for cutting SH rails and timber	12.59 p.m.	275 FM	1.07 p.m.	72 FM	1/2	16.5	8.29 p.m.	275 FM	8.37 p.m.	72 FM
Transport of trolleys	1.07 p.m.	72 FM	1.16 p.m.	275 FM	1/2	16.5	8.37 p.m.	72 FM	8.46 p.m.	275 FM
Riding of tool carriers	1.16 p.m.	275 FM	1.23 p.m.	72 FM	1/2	14	8.46 p.m.	275FM	8.53 p.m.	72 FM
Transportation of empty trolleys/lowering of lift cage for men riding up	1.23 p.m.	72 FM	1.30 p.m.	275 FM	1/2	14	8.53 p.m.	72 FM	9.00 P.M.	72 FM
Workers/supervisors riding up and transportation of empty trolleys	1.30 p.m.	275 FM	1.51 p.m.	72 FM	1 1/2	14	9.00 p.m.	275 FM	9.21 p.m.	72 FM