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අති විශේෂ EXTRAORDINARY

අංක 2084/25 – 2018 අගෝස්තු මස 15 වැනි බදාදා – 2018.08.15
No. 2084/25 – WEDNESDAY, AUGUST 15, 2018

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/139.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer (Sri Lanka) PLC, No. 20, Gonamaditta Road, Piliyandala of the one part and the Inter Company Employees Union, No. 259/9, Sethsiri Mawatha, Koswatte, Talangama of the other part on 29th March 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.
03rd August, 2018.



Collective Agreement No. 24 of 2018**COLLECTIVE AGREEMENT**

This agreement is entered into between Singer (Sri Lanka) PLC, a company duly registered in Sri Lanka having its registered office at No. 20, Gonamaditta Road, Piliyandala (hereinafter referred to as “the Employer” and the Inter Company Employees Union a Trade union duly registered in Sri Lanka having its registered office at 259/9, Sethsiri Mawatha, Koswatta, Thalangama (hereinafter referred to as “the Union”).

Whereas the Union by its letter dated 12th February, 2018 made requests for revision of terms and conditions of its members employed in the Manual category at the Piliyandala Factory Complex of the Employer and the parties after negotiations have agreed on the following terms of settlement in respect of the matters set out in the said letter of the union.

- (i) This agreement shall cover and bind the employer, the union and its members employed in manual categories on monthly contracts of employment by the Employer in the Piliyandala Factory Complex.
- (ii) Further to the productivity norms agreed by the Employer and the branch union in terms of the productivity agreement signed between the said Employer and the branch union, The employer agrees to revise the salaries of employees covered and bound by this agreement in the following manner:
 - (a) Salaries will be increased by 13% for two years and the increase will be calculated based on salary applicable to 31st March 2018,
 - (b) 80% of the total increase in the first year with effect from 1st April 2018,
 - (c) 20% of the total increase in the second year with effect from 1st April 2019.
- (iii) The union and the employees hereby agree that they shall not resort to any form of trade union action in respect of the matters covered by this agreement. Provided however that in the case of any industrial dispute with regard to matters not covered by the agreement the employer and the union agree to the following disputes settlement procedure.
 - (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union’s branch committee to the Employer and at least two weeks time given for the Employer to resolve the dispute.
 - (b) If no satisfactory solution is found, the matter should be referred to the parent union and to the Employers’ Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
 - (c) If after discussion the matter cannot be resolved by the intervention of the EFC and the parent union, the conciliatory proceedings under the Industrial Dispute act should be followed.
 - (d) If after conciliation had failed in the Labour Department, the union wishes to take trade union action, written notice should be given of not less than 14 days to the Employer and to the EFC.
- (iv) This agreement shall take effect from 1st April 2018 and may be terminated by either party with one month’s written notice to the other provided however, that neither party shall give such notice before 28th February 2020 and the agreement shall not stand terminated until 31st March 2020.
- (v) The employer agrees to reimburse up to a maximum of Rs. 35,000/- per annum, per employee in respect of out-door medical expenses. In respect of all other matters pertaining to medical benefits, the present medical scheme will be applicable.

In witness hereof parties have hereunto set their hands on this twenty ninth day of March Two Thousand and Eighteen.

REGNIS (SRI LANKA) PLC
For and on Behalf
SINGER (SRI LANKA)
HESH H. WIJEWARDENE
Director Sales & Commercial
Name H. P. S.
Designation Fac
Witnesses:
1. Chanila
Name Chanila
Designation F.

08- 1068

My No.: CI/ 1457

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Regnis (Lanka) PLC, No. 52, Ferry Road, Off Borupana Road, Ratmalana of the one part and the Ceylon Mercantile, Industrial & General Workers Union (CMU), No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 22nd March 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.
03rd August, 2018.

Collective Agreement No. 22 of 2018**COLLECTIVE AGREEMENT**

THE Collective Agreement made on 22nd day of March 2018 pursuant to the Industrial Disputes Act between Regnis (Lanka) Plc, a Company duly registered in Sri Lanka under the companies' Ordinance and having its registered office at No. 52, Ferry Road, Off Borupana Road, Ratmalana (here in after referred to as "The Employer") of the One Part, and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), a Trade Union duly registered in Sri Lanka under the Trade Unions' Ordinance and having its registered office at No. 3, Bala Tampoe Lane, Colombo 3 (hereinafter referred to as "The Union") of the Other Part.

witnesseth and it is hereby agreed between the parties as follows:

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

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

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

- (1) **Employer covered and bound.** - Regnis Lanka PLC, Ratmalana.
- (2) **Employees covered and bound.** - This Agreement shall cover and bind the Union and its members employed in the manual, clerical supervisory and quality controllers' grades who are in service with the Employer, in a permanent capacity and in respect of whom salary scales have been set out in Annexure 01.
- (3) **Date of Operation and Duration.** - This Agreement shall be effective from 15th March 2018 and shall continue to be in force unless it is terminated by either party with three months' notice to the other in writing provided, however that no such notice shall be given by either party prior to the 14th day of January 2020 and such notice shall not take effects and this collective agreement shall not stand terminated until the 15th day of March 2020. Any notice of termination given by a party prior to the 14th day of January 2020 shall have no effect whatsoever.
- (4) **Salaries.** - The employer shall increase the salaries follows:
 - (i) A total increase of 12.5% for the two years will be effective from 15th March 2018 as follows.
 - (a) 10% increase will be effective from 15th March 2018 base on the salary point of 1st March 2018.
 - (b) 2.5% increase will be effective from 15th March 2019 base on the salary point of 1st March 2019.
 - (ii) The starting salary of the lowest grade (Production Employee G II) will be increased to Rs. 15,000/- from Rs. 13,550/- and other grades will be adjusted accordingly.
 - (iii) The value of an increment will be increased by Rs. 46/- for all grades.
 - (iv) The Employees who get a basic salary less than Rs. 30,000/- will receive a fixed amount of Rs.3000/- for the 1st year and Rs.750/- for the 2nd year.
- (5) **Ex - Gratia payment.** - The Employer agrees to pay within a period of 10 days from signing of this Collective agreement, Rs. 28,000/- to an employee as an ex- gratia payment.

This payment shall not constitute a part of an employee's wages and/or earnings for any consequential benefits whatsoever.
- (6) **Shift System.** - Union agrees to work on shift as and when the management requests to do so. In the case of shift work, the parties have agreed to work on the following basis giving the 8 hours output within the shift:
 - (a) Morning shift - 6.00 a.m. to 2.00 p.m.
 - (b) Evening Shift - 2.00 p.m. to 10.00 p.m.

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

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

A Shift allowance will be provided for shifts operating from 6.00 a.m. to 2.00 p.m. and 2.00p.m. to 10.00 p.m. The amount of the shift allowance is increased to Rs. 150/- and will be reconsidered when the need for shift operation is considered.

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

(7) **Meals.** - The meal allowance will be increased to Rs. 120/- and will be applicable for the following instances:

- (i) Those who are assigned to work during 6.00 a.m. to 2.00 p.m. shift, if an employee does overtime work until 10.00 p.m. or is required to continue to work overtime thereafter,
- (ii) Those who are assigned to work during 2.00 p.m. to 10.00 p.m. shift, if an employee does overtime until 5.00 a.m. on the following morning

(8) **Medical Scheme.** - The existing medical scheme remain unchanged:

- (1) Monthly OPD medical reimbursement is Rs. 1,400/- and thereafter 50% sharing basis,
- (2) The Company will register with an institution providing 24 hour ambulance service.

(9) **Optical aid Scheme.** - An employee will be eligible for reimbursement up to Rs. 4,000/- in respect of only one pair of spectacles during employment, prescribed by an Eye Specialist for his/ her use. For such reimbursement, the employee should submit the prescription from an Eye Specialist, relevant invoices and the request(declaration) made by the employee. In addition, thereafter an employee will be eligible to claim up to Rs. 3000/- for a pair of lenses only in every 3 years.

(10) **Non Recurring Cost of Living Gratuity.** - The Employer agrees to pay the Non Recurring Cost of Living Gratuity Allowance based on the formula followed by Singer (Sri Lanka) Plc.

(11) **Duty Leave for General Council Meetings of the Union.** - If a written request is made for permission to attend a meeting of the general council of the union 48 hours prior to such date, the employer at its discretion would generally grant permission to three designated members of the general council of the union. The union hereby undertakes to furnish that employer a list of names of the designated members of the general council of the union from amongst its members and keep the employer informed of any changes made therein from time to time. The duty leave if granted would be to leave office not earlier than 2.00 p.m. on the designated day of the general council meeting and would be on one occasion per month.

Employer at its discretion would consider granting permission to designated members of the union to attend the Biennial Delegates Conference provided the branch union is in bargaining position. This would not preclude or prejudice the right of the employer to refuse to grant permission if in its discretion the exigencies of the circumstances warrant refusal.

(12) **Count Setting Mechanism.** - The Management and the Branch Union have agreed to the following:

- (i) The branch union will comply with the new production targets agreed upon with the management effective from 15th March, 2018 as per Annexure 02 attached.
- (ii) The Management Representative and the Representative Machine Operators will discuss and work together to achieve maximum output of the operation and then it will be discussed and agreed with Branch Representatives.
- (iii) Failing above, two Managers and Representative of Machine Operators will check the actual timing etc. and jointly work to achieve the maximum output. It will be agreed with the Branch Representatives.
- (iv) Failing above, Machine Operators, Branch Union Committee and the Management Representatives will discuss and agree on count.
- (v) If a settlement cannot be achieved, a time study / work study will be carried out by a time study/ work study practitioner and parties will try to arrive at a settlement based on its findings.
- (vi) If yet a settlement fails, a discussion will be convened with the parent union under the auspice of the Employers' Federation of Ceylon to arrive at a settlement after discussion based on time study work study practitioner's findings.

(vii) While discussion and negotiations as above are proceeding, the operation in question will continue.

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

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

- (i) The Branch committee of the union will initially raise such dispute with the management and the parties shall endeavor to have such dispute resolved through discussions.
- (ii) In the event of no resolution of the matter in dispute, the Branch Committee of the Union will refer the dispute to the Union and Union will raise it with the management direct or with the Employers' Federation of Ceylon for resolution through discussions.
- (iii) In the event of no satisfactory resolution of the dispute after discussions in terms of the above the union or the company may seek the intervention of the Department of Labour under the provision of the Industrial Dispute Act for Conciliation.
- (iv) Subject to clause 12 hereof, the Union and the employees agree that they shall not resort to any form of trade union action without having complied with the procedure set out above for the settlement of an industrial dispute and in the event of any trade union action, the company shall be given reasonable notice of such action.

The Union and its member shall Co-operative with the Company in the maintenance of discipline, avoidance of waste, maintenance of safe working conditions, improvement of quality, improvement of productivity especially with state of the art machine & with new technology and securing efficiency in such manner as to augment the competitive strength of the company.

Witness hereof, the parties have signed and sealed this Agreement on this Eighteenth day of August 2018.

For & on behalf of
REGNIS (LANKA) PLC
 Regnis (Lanka) PLC - PQ 191

Director

Name: A. D. Kospe
 Designation: Managing Director

Witnesses

Name: Shivanee D.
 Designation: Sr. Manager

4. REGNIS LANKA (PLC) - SALARY SCALE WITH EFFECT FROM 15TH MARCH - 2018

Production / Maintenance / Stores Employee Grade II	15,000.00	200	x	140.00	43,000.00
Production / Maintenance / Stores Employee Grade I	15,950.00	200	x	143.00	44,550.00
Asst. Technician / Counterman Grade II	16,800.00	200	x	149.00	46,600.00
Technician Grade II / Counterman Grade I	17,700.00	200	x	155.00	48,700.00
Technician Grade I / Store men	18,600.00	200	x	161.00	50,800.00
Master Technician / Senior Store men	19,300.00	200	x	167.00	52,700.00
Supervisor	15,950.00	200	x	161.00	48,150.00
Supervisor Special Grade II	16,800.00	200	x	167.00	50,200.00
Supervisor Special Grade I	17,800.00	200	x	173.00	52,400.00
Senior Production Supervisor	20,550.00	200	x	179.00	56,350.00
Senior Production Supervisor Special Grade II	21,800.00	200	x	185.00	58,800.00
Senior Production Supervisor Special Grade I	22,800.00	200	x	191.00	61,000.00
Quality Controller	15,750.00	200	x	155.00	46,750.00
Quality Controller Special Grade II	16,650.00	200	x	161.00	48,850.00
Quality Controller Special Grade I	17,600.00	200	x	167.00	51,000.00
Senior Quality Controller	20,400.00	200	x	173.00	55,000.00
Senior Quality Controller Special Grade II	21,500.00	200	x	179.00	57,300.00
Senior Quality Controller Special Grade I	22,350.00	200	x	185.00	59,350.00
Chief Quality Controller Grade II	16,250.00	200	x	173.00	50,850.00
Chief Quality Controller Grade I	17,050.00	200	x	179.00	52,850.00
Chief Quality Controller Special Grade II	19,850.00	200	x	185.00	56,850.00
Chief Quality Controller Special Grade I	21,150.00	200	x	191.00	59,350.00
Driver Grade III	15,300.00	200	x	149.00	45,100.00
Grade II	16,200.00	200	x	155.00	47,200.00
Grade I	17,100.00	200	x	161.00	49,300.00

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.08.2018

Delivery Employee	Grade III	15,000.00	200	x	137.00	42,400.00
	Grade II	15,850.00	200	x	140.00	43,850.00
	Grade I	16,700.00	200	x	143.00	45,300.00
Accounts/ Personnel / Commercial						
Junior Asistant		15,200.00	200	x	143.00	43,800.00
Assistant		16,150.00	200	x	152.00	46,550.00
Senior Assistant		17,100.00	200	x	161.00	49,300.00
Office Aid	Grade II	15,100.00	200	x	140.00	43,100.00
	Grade I	15,950.00	200	x	143.00	44,550.00
Stenographer	Grade II	15,200.00	200	x	143.00	43,800.00
	Grade I	16,150.00	200	x	152.00	46,550.00
	Special Grade II	17,550.00	200	x	167.00	50,950.00
	Special Grade I	18,500.00	200	x	173.00	53,100.00

ANNEXURE 02

Production Issues Resolved in Collective Agreement dated 15th March 2018 with CMU

M

- | | | | |
|----|--------------------------------------|---|--------------|
| 1. | GEO Handle Hole Punching Power Press | 1 | 45 Set/ Hour |
|----|--------------------------------------|---|--------------|

GEO Hydraulic Door Bending

- | | | | |
|----|--|---|---------------|
| 2. | GEO 200 Door Sets | 1 | 45 Set / Hour |
| 3. | GEO 242 / GEO 260 Tops | 1 | 90 Nos/ Hour |
| 4. | GEO 242 / GEO 260 Lower Door | 1 | 60 Nos / Hour |
| 5. | GEO 182 Door | 1 | 60 Nos/ Hour |
| 6. | Hydraulic Key Hole Puncher (Lock Set Hole) | 1 | 90 Nos/ Hour |
| 7. | Hydraulic Sisil Handle Hole Puncher | 1 | 90 Nos/ Hour |

For Line 1

	M	H	Count
1. Cabinet Assembly	4	08	145.45
2. Back Plate Pasting (Assembly Line)	1	08	145.45

08 - 1069

My No.: CI/1571.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Memorandum of Understanding entered into between Finlay Properties (pvt) Ltd, 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 day of 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.
03rd August, 2018.

Memorandum of Understanding No. 18 of 2018

MEMORANDUM OF SETTLEMENT BETWEEN FINLAY PROPERTIES (PVT) 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 instalment 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 employees 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. 2500/- 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. 5000/- will be granted to an employee participating in the excursion recoverable in ten(10) monthly installments. 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 year.
 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 8.30p.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 a.m. Thereafter, the employees will rest within company premises from 3.30a.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 year 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 reimbursement.
- (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 instalments. 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:

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.08.2018

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

II. Recovery on account 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 Product
Workers' Union

Signed before me on this 24th April

Witnesses:

1.



Name: R.M.N.S. Rathnayake
Designation: Branch President

3.



Name: S.Y.A.S. Silva
Designation: Branch Secretary

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 the 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 10.00 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

- II. Out of an employee's sick leave entitlement of 21 days, 11(Eleven) days must be supported by a medical certificate from the company medical consultant.
- III. In addition however, any absence on grounds of ill health up to a 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 than the third day of absence. Medical certificate issued by a registered medical practitioner for infectious diseases will also be accepted.
- IV. 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

- V. 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 approved by the

company doctor 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.

VI. 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
FINLAY PROPERTIES (PVT) LTD AND
UNITED TEA, RUBBER AND LOCAL PRODUCE WORKER'S 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 document:

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 authorized 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 understandined 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 stipuated 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 :

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