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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2088/19 – 2018 සැප්තැම්බර් මස 10 වැනි සඳුදා – 2018.09.10

No. 2088/19 – MONDAY, SEPTEMBER 10, 2018

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/05.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Commercial Bank of Ceylon PLC, No. 21, Sri Razik Fareed Mawatha, Colombo 01 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 16th January, 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.
04th September, 2018



Collective Agreement No. 03 of 2018

COMMERCIAL BANK OF CEYLON PLC, COLLECTIVE AGREEMENT

Junior Executive Assistants and Allied Grades

This Collective Agreement made and entered on this 16th day of January, 2018, between Commercial Bank of Ceylon PLC, a Bank duly registered in Sri Lanka and having its registered office at No. 21, Sri Razik Fareed Mawatha (Formerly Bristol Street). Colombo 01. (hereinafter referred to as 'the Bank'),

of the One Part

and

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered Office at No. 20, Temple Road, Colombo 10, (hereinafter referred to as 'the Union')

of the Other Part.

With a view to a revision of the terms and conditions of the Junior Executive Assistants and Allied Grades employed by the Bank, an 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 Union and the employees and maintaining an efficient and productive working environment, and the matters agreed upon are set out hereunder.

1. **Parties to be Covered and Bound.** - This Agreement shall cover and bind Commercial Bank of Ceylon PLC (the Bank), The Ceylon Bank Employees' Union (the Union) and members of the Union employed on permanent monthly contracts of employment by the Bank in the grade of Junior Executive Assistants and Allied Grades for whom a salary range is been prescribed in this agreement in the Schedule I hereto (hereinafter referred to as the 'Employees'). subject to the provisions of Clauses 5, 6 hereof.

2. **Date of Operation and Duration.** - This Agreement shall be in force from the 1st January 2018 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act, as amended, but no such notice shall be given before the 31st December 2020. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st April 2020.

3. **Earlier Agreements.** - This Agreement shall supersede any other Collective Agreement entered into or binding on either party hereto and such earlier Agreements, including the Commercial Bank of Ceylon PLC Collective Agreement for Junior Executive Assistants and Allied Grades entered into on 31st December 2014 between the parties hereto (Agreement No. 01 of 2015) shall stand repudiated.

4. **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 Union and/or in respect of which negotiations took place between the parties before the conclusion of this Agreement and the 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) It is agreed by the parties covered and bound by this Agreement that they 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.

5. **Consolidated Salary.**– Employees covered by this Agreement and in service as at the date of this Agreement shall, from the 1st January, 2018 be placed within the salary range stipulated in Schedule I hereto, in the manner set out in Clause 6(i), (ii) and (iii) hereof.

The Employees entitled to a salary revision with effect from the date of this Agreement will receive such revision with effect from 1st January, 2018 along with EPF and ETF payments.

6. Immediate Increase and Conversion of Salaries.–

For the placement of an Employee within the salary range stipulated in Schedule I hereof, the following provisions shall apply:

- (i) (a) In the first year of operation of this Agreement, Employees who are in the grade of Junior Executive Assistants (who have completed probation) shall be first placed at the minimum salary of Rs. 46,500/- per month with effect from 1st January, 2018,
- (b) The minimum salary of all Employees who come to the Junior Executive Assistant Grade with effect from 2nd January, 2018 will be placed at Rs. 42,500/- per month and such salary will be increased to Rs. 46,500/- upon confirmation in such Grade.
- (ii) All Employees covered under this Agreement will be given an increment as per the below table on the salary as of 31st December, 2017:

<i>Salary Range</i>	<i>Increment Amount</i>
Up to Rs. 75,000/-	Rs. 7,500/-
Rs. 75,001/- to Rs. 86,000/-	Rs. 8,000/-
Rs. 86,001/- and above	Rs. 8,500/-

- (iii) (a) After granting such increment as detailed under 6(ii) above, if the salary is below the minimum salary stipulated under 6(i) above, such Employee would be brought to the minimum salary stipulated under 6(i) above.
- (b) After granting such increment as detailed under 6(ii) above, if the salary is below Rs. 60,000/- and if an Employee has completed a service period of five years in the Bank, as of 1st January, 2018, (which includes his period with the Bank as a Banking Trainee), such Employee would be placed at a minimum salary of Rs. 60,000/- per month.
- (iv) (a) The minimum salary of Employees who are already in the Junior Executive Assistant Grade by 1st January 2018, but on probation, will be Rs. 42,500/- and such Employee will be given an increment of 8% on the said minimum salary. On completion of the probation period, an increase of Rs. 4,000/- shall be added to the salary at the time of confirmation.
- (b) A sum equal to 8% of the gross salary paid as at 31st December 2017 or as adjusted in accordance with 6 (i) above shall be added to the salaries of such employees with effect from 1st January 2018, excluding the Employees covered under 6(iv)(a) above.
- (v) Every employee in employment as at the date of this Agreement and having served in such Grade for a period of not less than twelve (12) completed months shall also receive a further 7% increase calculated on the gross salary as at 31st December 2018 with effect from the 1st January 2019, and proportionately for service less than twelve (12) completed months at the rate of one-twelfth (1/12th) of such increase in respect of each completed month of Service.

- (vi) Every employee in employment in a Grade covered by this Agreement and having served in such Grade for a period of not less than twelve (12) completed months shall also receive a further 5% increase calculated on the gross salary as at 31st December 2019 with effect from the 1st January 2020 and proportionately for service less than twelve (12) completed months at the rate of one-twelfth (1/12th) of such increase in respect of each completed month of service.
- (vii) Employees will not be entitled to receive any payments by way of a cost of living allowance.

7. *Payments and Reimbursements.-*

(a) *Travelling Payment -*

Each Employee shall be entitled to receive a travelling payment of Rs. 3,000/- per month.

(b) *Holiday Incentive.-*

Each Employee shall be entitled to receive a holiday incentive of Rs. 30,000/- on account of Expenses incurred on a Holiday during not less than ten consecutive days of annual leave taken in any year.

(c) *Disturbance Payment.-*

An Employee who will be required to report to work at the following times will be entitled to a Disturbance Payment as follows:

Before 4:00 a.m.	-	Rs. 800/-
Before 5:00 a.m.	-	Rs. 700/-
Before 6:00 a.m.	-	Rs. 650/-
Before 7:00 a.m.	-	Rs. 500/-
Before 7.30 a.m.	-	Rs. 300/-

8. *Increments/Incremental Date.-*

- (a) The annual increments due to an Employee will be determined in terms of the relevant grading in the annual performance appraisal applicable to such Employees and the increment granted shall be as follows:

(i) Satisfactory performance	-	Rs. 500/-
(ii) Good performance	-	Rs. 650/-
(iii) Superior performance	-	Rs. 1000/-
(iv) Outstanding performance	-	Rs. 1,250/-

The increment of Rs.500/- will be granted unless it is otherwise withheld on account of disciplinary reasons.

- (b) The effective date of annual increments of Employees is 1st April

9. *Career Progression Scheme for Secretarial Assistants.-*

1. *Promotion From Grade I to Grade II*

- (a) A Secretarial Assistant who completes seven years in Secretarial Assistant Grade I or a combination of seven years as a Stenographer and a Secretarial Assistant, provided she has a minimum of four years experience as a Secretarial Assistant, shall be promoted to Grade II after an application made by the Employee. However, that promotion to Grade II will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality, or

- (b) Employees who sit and successfully pass the Examination of the Academy for Administrative Professionals or the Internal Efficiency Bar/Aptitude Test will be considered for placement of Grade II, subject to the conditions referred to at (i) and (ii) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration:
- (i) on successful completion of the Certificate Course in Secretarial Administrative Practice conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/Aptitude Test set by the Bank plus five completed years of service in the Secretarial Assistant Grade I, or
- (ii) on successful completion of the Part II of the examination of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four completed years of service in the Secretarial Assistant Grade I.
- (c) On promotion to Grade II an employee shall receive not less than the value of two increments (2) in Grade I entitled for "Satisfactory" rating when placed in Grade II.

2. Promotion from Grade II to Grade III

The following principles shall apply to the promotion of a Secretarial Assistant from Grade II to III after an application made by the Employee. However, that promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

- (a) Any Secretarial Assistant who shall have completed seven years in Grade II shall be placed on Grade III, or
- (b) On successful completion of the Certificate Course in Secretarial Administrative Practice Stage I conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/Aptitude Test set by the Bank plus five completed years of service in the Secretarial Assistant Grade II, or
- (c) On successful completion of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four complete years of service in the Secretarial Assistant Grade II.
- (d) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments in Grade II, entitled for "Satisfactory" rating.

3. Promotion from Grade III to Grade IV

The following principles shall apply to the promotion of a Secretarial Assistant from Grade III to IV after an application made by the Employee. However, that promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality:

- (a) Any Secretarial Assistant who shall have completed seven years in Grade III shall be placed on Grade IV, or
- (b) On successful completion of the Diploma in Secretarial Administrative Practice Stage II conducted by the Academy for Administrative Professionals plus four complete years of service in Secretarial Assistant Grade III, or
- (c) On successful completion of the Certificate Course in Secretarial Administrative Practice Stage I conducted by the Academy for Administrative Professionals or passes the Efficiency Bar/Aptitude Test set by the Bank, together with five completed years of services in Grade III.
- (d) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two (2) increments on Grade III entitled for "Satisfactory" rating.

10. *Re-designation of Secretarial Assistants Junior Executive Assistant Grade.-*

A secretarial / Assistant shall be considered for re-designation as Junior Executive Assistant provided he/she possesses the following eligibility requirements:

- (a) Three (3) years combined service in both Typist and Secretarial Assistant Grades and passing the Intermediate in Banking and Finance/Certificate in Banking and Finance/Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka.
- (b) On completion of the Final Examination - Diploma in Banking and Finance/Diploma in Applied Banking and Finance of the Institute of Bankers of Sri Lanka.
- (c) Six (6) years combined service in both Typist and Secretarial Assistant Grades and the relevant qualifications for entry as a Junior Executive Assistant.
- (d) Six (6) years combined service in both Typist and Secretarial Assistant Grade without the requisite qualifications for entry as a Junior Executive Assistant but subject to success at a written examination and IT practical test conducted by the Bank or on confirmation from the respective Branch Manager / Heads of Departments that the Employee concerned is suitable for re-designation and has been performing duties of a Junior Executive Assistant for four (4) consecutive years and the successful completion of the practical test and interview conducted by the Bank.

Provided that where an Employee is promoted as a Junior Executive Assistant under sub clause (a) above, he/ she shall have three (3) years service and the required qualifications or have six (6) years service as a Junior Executive Assistant to be considered for promotion thereafter.

11. *Provident Fund. -***(a) *Rate of Contribution. -***

The rates of contribution to the Provident Fund Bank shall be :

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

* Provide however, any increase to the Employers' contribution in terms of the EPF Act, No. 15 of 1958 as amended and any direction in furtherance to that by the authorities shall be adopted by the Bank.

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 the Bank.-*

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid of 12 months' fixed deposits for a sum of Rs. 100,000/= published by the N.S.B 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 Contributions to Provident Fund to an Employee not entitled to a Pension .-

Where an employee shall cease to be employed by the Bank and such Employee is not entitled 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 contributions 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 Employee's 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 01.01.1971 to 31.12.1980	-	9% of gross salary
From 01.01.1981 onwards	-	12% of gross salary

Prior to 31.12.1970 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. Terminal Benefits.-

(a) Pensions.-

An Employee entitled to a pension in expressed terms of his/her letter of appointment to the position of Junior Executive Assistant with the Bank, shall upon reaching the retirement age of the Bank and who is in the permanent employment of the Bank at such time, and shall have completed not less than ten (10) years of actual continuous service (excluding absence/ leave without pay), be entitled to a monthly pension computed on the following basis :

(i) Employees opting to retire at 55 years

Number of completed years of pensionable service (subject to a maximum of 35 years) <i>plus</i> 5 years	×	Monthly Gross salary payable for the month of Retirement
55		

(ii) Employees opting to retire at 60 years

Number of completed years of pensionable service (subject to a maximum of 40 years) <i>plus</i> 5 years	×	Monthly Gross salary payable for the month of Retirement
60		

(b) Premature Retirement on Medical Grounds / Disability.-

An Employee entitled to a pension in expressed terms of his letter of appointment to the position of Junior Executive Assistant with the Bank and 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) shall be entitled to a pension computed on the same basis referred to at clause 12 (a) above. 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 as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

(c) Lump Sum Gratuity in Lieu of Pension Rights.-

An employee who is entitled to receive a pension in expressed terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis :

(i) Employees opting to retire at 55 years

Number of completed years of pensionable service (subject to a maximum of 35 years) <i>plus</i> 5 years	×	Monthly Gross salary payable for the month of Retirement
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(ii) Employees opting to retire at 60 years

Number of completed years of pensionable service (subject to a maximum of 40 years) <i>plus</i> 5 years	×	Monthly Gross salary payable for the month of Retirement
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The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency (if any), in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 12.

(d) 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 months gross salary for each year of completed service subject to a minimum of nine months' gross 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. The gross salary for this purpose shall be the last drawn salary.

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 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.

(e) 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 (a), (b), (c) and (d) 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.

(f) 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 22 thereof.

(g) **Commuted Pension-**

- (i) An Employee entitled to a pension in terms of (a) and (b) above, may at the time of retirement exercise the option to accept a sum of 25% of his monthly pension multiplied by one hundred and twenty (120) by way of a lump sum.
- (ii) Where an Employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

(h) **Alternate terminal benefit plan.-**

- (i) An Employee who opted for the Alternate Terminal Benefit Plan under the Re-structured Pension Scheme offered by the Bank will not be entitled to a monthly pension on reaching the agreed retirement age nor will such employee be entitled to any statutory gratuity which is built-in to the terminal benefits lump-sum payable under the re-structured scheme at the time of retirement/separation.
- (ii) Further, as per the Re-structured Pension Scheme, in the event of early separation prior to retirement (excluding death) an employee will be entitled to withdraw the accumulated amount in the Defined Contribution Fund Account, subject to rules of the Fund on forfeiture.
- (iii) However, in the event of death of an eligible employee whilst in service, the full accumulation will be released to the nominated party/parties or legal heirs.

19. **Medical Scheme.-**

(i) **Reimbursement of Medical Expenses - (Non-Hospitalisation Expenses)**

The Bank will reimburse an Employee up to a maximum of Rs. 30,000/- in respect of medical expenditure incurred by him/her on his/her own behalf or on behalf of his/her spouse or unmarried legitimate children under the age of 21 in respect of routine non-hospitalisation/non-surgical and specialist treatment.

An Employee who has a differently-abled child/children is entitled to receive Rs. 60,000/= per annum as medical expenses in addition to the amount specified above, subject to the recommendation of the Medical Board and registration with the Compensation and Benefits Unit of the Bank.

(ii) **Special Non - Hospitalisation and Non - Surgical Expenditure.-**

The Bank will reimburse an employee on a non - cumulative basis a further sum as given below per annum on account of special non - hospitalisation and non - surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members in keeping with existing practice:

- | | | |
|---|---|--------------|
| (a) Spectacles | - | Rs. 20,000/- |
| (b) Dentures/ Nerve Filling/ Root Filling | - | Rs. 15,000/- |
| (c) Hearing Aids | - | Rs.20,000/- |

Subject to valid documentation as detailed in (iv) hereunder, and subject to the provisions that no claim is made in relation to any particular item more than once in three (3) years other than in the case of employees over the age of Forty (40) years who will be entitled to reimbursements on account of spectacles once in two years. In respect of spectacles, it must be supported by a prescription from a medical eye specialist.

(iii) ***Surgical and Hospitalisation Expenditure .-***

Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under Twenty one (21) 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:
- | | |
|-----------------------------|----------------|
| Daily Limit | - Rs. 12,000/- |
| Government Hospital Payment | - Rs. 4,000/- |

The Bank will reimburse the actual room charges in the event the patient has undergone intensive care treatment.

- (b) Emergency Treatment Travel expenses (maximum) - Rs. 4,500/-

*The rate is Rs. 45/- per kilometer

- (c) Overall Limit for any one year - Rs. 280,000/-

Where the employee is aged 30 years or above, expenses he/she incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/- per annum in addition to this entitlement.

Where the Employee is aged 30 years or above, expenses his/her spouse incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000 per annum, under the reimbursement of hospitalization expenditure.

(iv) ***General .-***

If both Husband and Wife are employees, and the bills pertaining to the Surgical and Hospitalisation Expenditure exceeds the limit of one employee, the balance to be paid out of the spouse's entitlement subject to a maximum of 50% of the full entitlement/ available limit.

Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to two (2) times.

All medical claims mentioned above, except for Reimbursement of Medical Expenses for Non -Hospitalisation Expenses shall be supported by valid and relevant prescription, bills and receipts. Prescriptions or Doctor's bills shall be from a Registered Medical Practitioner.

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

14. ***Retirement.-***

- (a) The age of retirement shall be 60 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 60, 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 within a period of 5 years prior to his retirement age and be eligible for retirement benefits if he has ten (10) or more years of service, subject to mutual agreement between the employee, his 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.

15. **Bonus.**— Without prejudice to the claim of the Bank that bonus payments are *ex-gratia*, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' 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. However, if an employee is terminated/resigned from services before completion of one year meaning January to December, he is not entitled for any bonus.

16. **Probation.**— Every employee recruited by the Bank will serve a period of six months probation subject to the right of the Bank to extend the period of probation by a period of three months.

17. **Release of Parent Union Office Bearers.**—

An office bearer of the Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total number of Office Bearers so released shall not exceed one.
- (b) No employee shall be released for more than two years on a single occasion during a period of six (6) years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause 11 hereof.

18. **Concessions to Branch Union Office Bearers and General Councilors.**—

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with the Bank Managements - exclusively on matters pertaining to the Bank.
- (b) It is agreed that General Council Members of the Union will be permitted to leave at 12.00 noon on 12 days in a year for General Council meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year. For this purpose an outstation Branch is one situated more than thirty (30) miles from Colombo.
- (c) It is agreed that a days's paid leave shall be granted on two occasions per year to General Councilors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- (e) it is agreed that the Bank will release without loss of pay up to a maximum of one day, once in two years, all employees in the membership of the Central Committee of the Union and the union Branch Delegates in the Bank, to attend the National Delegates Conference of the Union provided however, that the Bank is given two weeks written notice of the Conference and not more than one employee attached to any single Branch/ Department of the Bank is so released.

19. **Special Leave to Visit Outstation Branches.**— The Bank shall permit office bearers of the Union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such Branch, *i.e.*, if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

20. Special payments / Reimbursements.-**(a) Out of Pocket Payments.-**

An Employee required to work outside normal working hours on a weekday will be entitled to an Out of pocket Payment as detailed below for each completed hour up to a maximum of 4 hours.

During the Year 2018	-	Rs. 315/-
During the Year 2019	-	Rs. 340/-
During the Year 2020	-	Rs. 350/-

An Employee, working on a weekday after 8.30 p.m. shall be entitled to a Dinner Payment of Rs. 350/-

(b) Work on Holidays.-

An Employee will be entitled to an Out of pocket Payment per hour as detailed below during work on holidays, provided such Employee has completed a minimum of 3 hours of work. This entitlement is available up to a maximum of 10 hours;

During the Year 2018	-	Rs. 420/-
During the Year 2019	-	Rs. 450/-
During the Year 2020	-	Rs. 475/-

No Employee will be entitled to separate Meal/Dinner payment for work on holidays.

(c) Minicom Centers/Saturday Banking/365 Days Banking.-

An Employee will be entitled to an Out of pocket Payments per hour as detailed below during work on holidays, provided such Employee has completed a minimum of 3 hours of work. This entitlement is available up to a maximum of 10 hours;

During the Year 2018	-	Rs. 445/-
During the Year 2019	-	Rs. 475/-
During the Year 2020	-	Rs. 500/-

In the event a Branch not carrying out Saturday or 365 day Banking, is directed by the Bank to be opened for business on a holiday, Employees who report at the Branch on account thereof will also be entitled to claim Out of Pocket payment as specified above.

In respect of staff working at Minicomms the maximum number of hours for the purpose of this payment shall be eleven (11) instead of ten (10) hours referred to above.

No Employee will be entitled to a separate Meal/Dinner Payment for work on weekend/holidays.

Special Payment.-

- (i) Employee assigned to Supermarket Outlets will be entitled for a special payment of Rs. 6,000/- per month.
- (ii) Employee assigned to Minicom Branches, will be entitled for a special payment of Rs. 2,500/- per month. The payment mentioned in (ii) above will be applicable to locations.-

- Where such branch is open to customers on hours which are different to the normal working hours of the Bank; i. e. from 9 a.m. to 3 p. m. on weekdays.
- Where such branch is located in a separate premises other than a supermarket, but is not provided with separate wash rooms/lunch rooms.
- Where such branch is located in a stand alone building, and provided with separate wash rooms/lunch rooms.

As at the time of signing of this Collective Agreement, such Minicom Branches are Akurana, Badulla, Beruwela, Bokundara, Gampaha, Hendala, Je-ela, Katubedda, katugastota, Katukurunda, Kilinochchi, Kirulapone, Kurenegala, Nawala, Ratnapura.

(d) Shift Payment (IT Department/Card Centre/Digital Banking Unit /BIA Arrival and Departure).-

Weekdays (additional shift)

An Employee having to work additional hours on weekdays will be entitled to a Shift Payment as detailed below per each completed hour;

During the Year 2018	-	Rs. 335/-
During the Year 2019	-	Rs. 360/-
During the Year 2020	-	Rs. 370/-

An Employee, working on a weekday after 8.30 p.m. shall be entitled to a Dinner Payment of Rs. 350/-

No other payment will be applicable in addition to the above. However, any other allowances/payments such as the Disturbance Allowance, Dineer Allowance, Travelling Payment, on call Allowance and Combined Allowance will be paid to Employees where applicable.

Holidays (day shift)

An Employee having to work on holidays will be entitled to a Shift Payment as detailed below per each completed hour-

During the Year 2018	-	Rs. 440/-
During the Year 2019	-	Rs. 470/-
During the Year 2020	-	Rs. 495/-

No other payment will be applicable in addition to the above. However any other allowances/payments such as the Disturbance Allowance, Dinner Allowance, Travelling Payment, on-call Allowance and Combined Allowance will be paid to Employees where applicable.

Holidays (night shift)

An Employee will be entitled to a Shift Payment as detailed below per each completed hour during night work on holidays-

During the Year 2018	-	Rs. 470/-
During the Year 2019	-	Rs. 495/-
During the Year 2020	-	Rs. 520/-

Night Shift Payment (Weekdays/Weekends)

An Employee required to work during night, will be entitled to a Night Shift payment of Rs. 600/- per night in addition to the above -

22 . Professional Association Membersihp.-

- (i) In respect of full membership in the Institute of Bankers of Sri Lanka or the Indian Institute of Banking and Finance, the Bank will reimburse the Employee the sum paid way of annual subscription.
- (ii) Provided alos, in the event of the Bank requiring an Employee to obtain any qualifications of a recognized professional organization, other than Institute of Bankers of Sri Lanka, and the Employee fulfils such requirement, the Bank shall pay subject to the recommendation of the respective Member of the Corporate Management and the approval of Deputy General Manager- Human Resource Management the cost of such course/examination as well as annual subscription as relevant on behalf of such Employee to such professional Organization.

22 . Leave.-

An Employee will be entitled to leave as applicable to the Executive staff of the Bank. i.e. 7 days of Casual leave, 24 days of medical Leave and one calendar month (30 days) of Annual Leave, subject to the procedure of granting of the said leave.

(a) Annual Leave.-**(i) Entitlement.-**

In respect of each year of employment (which means the period January to December) during which and employee has been in continuous employment he/she shall be entitled to take in the following year up to one calender month of paid leave. He shall avail him self of at least ten (10) days out of the calendar month on successive days and shall in respect of each year avail him self of not less than fourteen 14 days out of the said calendar month.

(ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows :

- (a) The full annual holiday of one calendar month if his employment commenced on or after 1st January but before 1 st April.
- (b) A holiday of 21 calendar days if his employment commenced on or after 1st April but before 1st July.
- (c) A holiday of 15 calendar days if his employment commenced on or after 1st July but before 1st October, and
- (d) A holiday of 8 calendar days if his employment commenced on or after 1st October.

(iii) Availment.-

The Availment of all Annual leave shall be by 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.

(iv) Accumulation.-

Annual leave may be accumulated by an employee at the rate of 10 days per annum exclusively for purposes referred hereunder up to a maximum period of 90 days:

- (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) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (f) For purpose of nursing third and fourth children beyond the Maternity Leave entitlement.
- (g) Prolonged illness of the employee
- (v) Any annual leave not utilized by an employee up to a maximum of 10 days per year in excess of the number of ninety (90) days accumulated as provided herein may be encashed by the employee on request at an amount equal to one (1) day's salary per each day unavailed of.
- (vi) Provided that in the case of (iv) (b) to (f) the approval of such leave shall be at the discretion of the Management.
- (vii) Family member for purposes of (b) and (e) above shall mean spouse, children or parents

(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 (1) year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) 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 such period of absence exceeds two (2) 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 Registered 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 or 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 hospitalizations, the 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 whereof not more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. 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.

(d) **Maternity Leave.**—

The leave that an Employee is entitled to in this regard shall be governed as per the provisions of the Shop and Office Employees' Act. However, where a female Employee has given birth to twins/triplets/other multiple births upon her first confinement, she will be entitled to enhanced maternity leave of 84 working days in respect of her next confinement, provided it is a live birth.

23. **Suspension.** –

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of Sub-clauses (ii) and (iii) 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.
- (ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or 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 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.
- (iii) 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.

24. **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 or not, 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 time 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 entitlements 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's 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 Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch 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) 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 Branch 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 therefrom 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, nor 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 inquiring Officer may ask him.
- (g) The 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.
- (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 Union's right to request the Employer thereafter to hold an inquiry, in which event 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 Union, unless the employee or the 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.

25. *Technology.*-

- (i) Schedule III hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to sub-clause (ii) above.
- (iii) Notwithstanding the provisions of (iii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/ dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.

- (iv) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective Agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned to implement such changes.

26. Trade Union Action.-

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

- (i) The 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. However, a dispute arising out of a failed negotiation for a fresh Collective Agreement after 31st day of December, 2020, cannot be construed interpreted and/or implied by the Employer as a dispute related to this Agreement.
- (ii) In the event there been no satisfactory settlement of the dispute arising out of a failed negotiation for a fresh Collective Agreement aforesaid, and if the parent union decides to resort to any form of trade union action, the parent union shall give at least fourteen (14) days' notice in writing to the Bank, the Employers' Federation of Ceylon and the Commissioner General of Labour before the date of such trade union action. However such notice shall not be given prior to 31st March, 2021.

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

The 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 Branch Union has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/ or the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent 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 of Labour.

27. **Union Check-off Facilities.**— During the continuance in force of this Agreement and provided the Union has not less than forty (40) per cent 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 Union violating any of the provisions of this Collective Agreement in relation to the Bank.

28. **Implementation and Interpretation of this Agreement.**—

- (i) Where either the 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 Union. The Bank or the 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.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950 as amended.

29. **Consequences of Termination of Agreement.**— On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/ or its members shall ipso facto cease.

30. **Definitions.**— In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings.

Bank	Commercial Bank of Ceylon PLC.
Employee	An employee covered and bound by this Agreement.
Employer	Commercial Bank of Ceylon PLC.
Parent Union/Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Commercial Bank of Ceylon PLC.
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and the Branch Union of the Ceylon Bank Employees' Union at such respective Bank.
Salary	Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine

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

In witness hereof parties have

For and on behalf of
**COMMERCIAL BANK OF
CEYLON PLC**

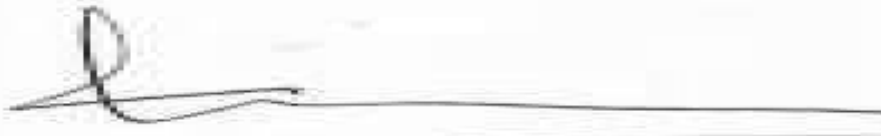


J. Durairatnam
Managing Director



S. Ranganathan
Chief Operating Officer

Witnesses



U.L.S. Tillakawardana
Deputy General Manager
Human Resource Management



Kanishka Weerasinghe
Director General
Employers' Federation of Ceylon



Commercial Bank of Ceylon
PQ 116
Director

Schedule I**Junior Executive Assistants and Allied Grades****Salary Range**

Rs. 42,500 per mensem

Rs. 140,000 per mensem

Schedule II

1. The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 13 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. (a) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital. Provided however, where the employee is aged 30 years or above expenses he/ she incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/= per annum in addition to this entitlement.
- (b) Where the Employee is aged 30 years or above, expenses his/her spouse incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000 per annum under the reimbursement of hospitalization expenditure.
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 reimbursements 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 to the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirement and time limit within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this scheme.
5. Employees shall uphold the principle of *uberima fides* 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 / or deletions to this list will also be made by internal circulars.
- (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 applications 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) Occasioned by or happening through,

(i) The participation by 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, or any self inflicted injury/sickness.

(iii) Normal child birth or pregnancy subject to clause 13 (iv). Provided that if an employee has been employed for a continuous period of 12 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 or Tidal Wave

(b) Incurred whilst travelling in an Air Craft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Air Line 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.

(c) In respect of Eye Test or Dental Treatment.

(d) 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 13 (iii) of the Agreement shall be deemed to be the period 1 st January to 31 st 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 as applicable.

Schedule III

The parties agree to the following conditions in relation to the introduction of new Computer Based Banking Technology by the Bank covered and bound by this Agreement.

1. Wherever practical, the Bank will endeavour to ensure that jobs are designed to include a mix or VDU/ non VDU tasks which seek to provide variation in visual and mental demands upon the operator.
2. The work load of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operations.
3. The Banks agree to provide VDU operator with adequate training within the parameters of their job description to ensure the safety and health of employees.

4. (a) In selecting VDUs, the Bank will attempt to obtain the equipment, which will ensure the following :
 - (i) Screens that give clear stable images.
 - (ii) Proper sitting of key boards so as to ensure the reduction of stress and improved maneuverability.
 - (iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.
- (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.
- (c) The Bank will pay attention to the proper positioning of screens, key boards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.
- (d) The Bank will endeavour to provide lighting facility to minimize visual fatigue in the operation of VDUs.
- (e) Employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.
- (f) Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary, will be borne by the Bank on the following basis.
 - (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Scheme herein.
 - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the scheme, the Bank will bear such additional cost as well.
5. Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours as long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
6. The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.
7. The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options:
 - (a) The aforementioned excess employees may be transferred to other sections / Departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment, which the Bank would under normal circumstances be entitled to effect.

- (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the Bank consider it necessary.
- (c) The Banks will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this schedule.
- 8 For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employers on terms mutually agreed upon.

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