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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2305/06 – 2022 නොවැම්බර් 07 වැනි සඳුදා – 2022.11.07

No. 2305/06 – MONDAY, NOVEMBER 07, 2022

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1812.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Bank of Ceylon, No. 01, BOC Square, Bank of Ceylon Mawatha, Colombo 01 of the One Part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the Other Part on 01st December 2021 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
19th October, 2022.



Collective Agreement No. 27 of 2021

COLLECTIVE AGREEMENT

Between

BANK OF CEYLON of No. 01, "BOC Square", Bank of Ceylon Mawatha, Colombo 01

And

**CEYLON BANK EMPLOYEES' UNION, No. 20, Temple Road, Colombo 10
of the other part**

This Collective Agreement is made on this 1st day of December Two Thousand Twenty One (1st December 2021) by and between the Bank of Ceylon of the one part (hereinafter referred to as the "Bank") and the Ceylon Bank employees Union of the other part (hereinafter referred to as "the Union").

TITLE : This Agreement will be known and referred to as "BANK OF CEYLON COLLECTIVE AGREEMENT" with THE CEYLON BANK EMPLOYEES' UNION FOR THE PERIOD FIRST DAY OF JANUARY, TWO THOUSAND TWENTY ONE TO THIRTY FIRST DAY OF DECEMBER, TWO THOUSAND TWENTY THREE (01.01.2021 -31.12.2023).

1. **Employer to be Covered and Bound.** - This Agreement shall cover and bind the Bank of Ceylon, which is a party to this Agreement.

2. **Employees to be Covered and Bound.** - This Agreement shall cover and bind members of the Union in employment with the Bank of Ceylon and employees who are in any of the categories for which a salary scale has been prescribed in this Agreement in the Annexure I hereto.

3. **Date of Operation and Duration.** - This Agreement shall be effected from First day of January Two Thousand and Twenty One (01st January 2021) and thereafter continue to be in force, unless it is determined by either party giving six months prior notice in writing to the other party provided, however, that no party shall give such notice to the other party after the First day of July Two Thousand and Twenty Three.

4. **Matters Covered and Variation of Terms and Conditions of Employment and Benefits.** -

- (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 in relation to the period 2021-2023 and 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.
- (b) The Union and its members shall not during the continuance in force of this Agreement see to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.** - As from First day of January Two Thousand and Twenty One (01st January 2021) each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following components.

- (a) Fixed Component linked to "Basic Salary" and related allowances.
- (b) Variable Component linked to performance. (Please refer Section 5.2)

5.1 Fixed Component

The Fixed Component comprises the following items:-

- (i) Revised Basic Salary as set out in the Annexure I hereto.
(increments will be granted continuously notwithstanding the maximum point given in the salary scales.)

(ii) Allowances:

- (a) In addition to the basic salary, the following allowances will be paid effective from First day of January Two Thousand and Twenty One (01st January 2021):
- (i) Cost of Living Allowance as per item (b) below,
 - (ii) Rent Allowance as per item (c) below,
 - (iii) 10% of Basic Salary, Rent Allowance and Cost of Living Allowance;
- (b) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December 1999 at the index point of 2404.9. Commencing from January 2000, every one (01) point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs.3.00. If the index point drops below the December 1999 level, i.e. 2404.9, the computation should be at the rate of Rs. 2.75 per point;
- (c) The Rent Allowance, which will be 20% of the Basic salary.

5.2 *Variable Component*

Basis of determination of Variable Component shall be decided upon in the course of time.

6. ***Non-Salary Benefits and other Allowances.*** – As from First day of January Two Thousand and Twenty One (01st January 2021) each employee covered and bound by this agreement shall be entitled to the Non- Salary Benefits and Other Allowances as morefully described in First and Second Schedules set out in the Annexure II hereto.

7. ***Taxes on Emoluments.*** – Advance Personal Income Tax on emoluments of staff shall be borne by the Bank.

8. ***Conversion of the Basic Salary.*** –

- (a) The basic salaries of all employees will be converted to the revised scale by applying the step to step (point to point) method of conversion.

Eg. An employee who had been on the 5th step of the scale as at 31.12.2020 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2021.

- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

9. ***Conversion Anomalies.*** – The Bank of Ceylon and the Ceylon Bank Employees Union jointly agree to execute the Collective Agreement for the Years 2021-2023 subject to referring to a Salary and the Cadre Committee to examine the possible anomalies associated with calculation of increments in the salary scales.

10. ***Review of the Salary Structure.*** – The Bank of Ceylon and the Ceylon Bank Employees' Union jointly agree to review the existing salary structure of the employees referred in Clause No. 05 of this Agreement.

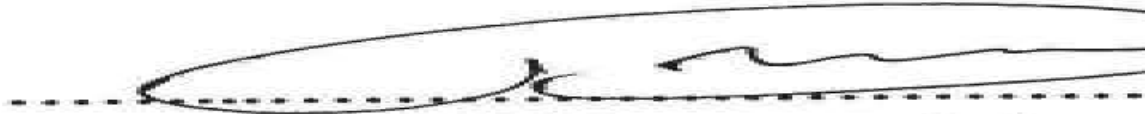
11. ***Other Commitments.*** – The Union further agrees to assist, co-operate and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.

12. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favorable than the terms and conditions provided for in this Agreement, then nothing in this Agreement shall in any way affect or prejudice such existing terms and conditions of employment or such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.


13. Where an employee was immediately prior to the date hereof entitled to, or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favorable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

BANK OF CEYLON

Kanchana Ratwatte
Chairman



KED Sumanasiri
General Manager



KAD Wijayawardane
Deputy General Manag
(Human Resource)

Annexure I

Revised Salary Scale - 2021 - 2023

Job Category	2021-2023 Scale
Chief Manager	158,315 - 210,995
	4390 X 12
Senior Manager	121,090 - 173,490
	2620 X 20
Manager	97,410 - 139,810
	2120 X 20
Assistant Manager Confidential Secretary II	79,740 - 109,740
	1500 X 20
Executive Officer Confidential Secretary I	62,060 - 81,660
	980 X 20
Secretary III (Close)	57,170 - 72,370
	760 X 20
Junior Executive Officer Security Officer	54,635 - 69,635
	750 X 20
Junior Security Officer Staff Assistant III Junior Communicat. Officer IV Secretary III (Banking)	49,410 - 59,610
	510 X 20
Secretarial Assistant III Secretary II N (Non-Banking) Junior Communicat. Officer III	46,025 - 55,025
	450 X 20
Staff Assistant II Secretary II (Banking)	44,810 - 53,610
	440 X 20

Revised Salary Scale - 2021 - 2023

Job Category	2021-2023 Scale
Secretarial Assistant II	43,515 - 50,515
Secretary I N (Non-Banking)	
Junior Communicat. Officer II	350 X 20
Senior Charge Hand	42,110 - 49,110
	350 X 20
Staff Assistant I	41,670 - 48,070
Secretary I (Banking)	320 X 20
Driver III	39,290 - 46,690
Technician III	370 X 20
Office Assistant IV	38,315 - 44,715
Office Assistant III	
Security Assistant II	320 X 20
Driver II	
Technician II	
Watcher III	
Secretarial Assistant I	37,310 - 41,310
Junior Communicat. Officer I	250 X 20
Office Assistant II	36,565 - 41,765
Security Assistant I	
Driver I	
Technician I	
Multiduty Assistant III	260 X 20
Watcher II	
Typist/Typist-Confirmed	35,575 - 39,375
	190 X 20
Office Assistant I	35,525 - 39,525
Multiduty Assistant II	
Watcher I	200 X 20
Multiduty Assistant I	34,605 - 38,405
	190 X 20

Annexure II

THE FIRST SCHEDULE

1.0 The following Allowances / Incentives will come into effect from 01st January 2021 in the case of categories of employees specified under each of the following sub categories.

1.1 PAYMENT OF RISK ALLOWANCES TO TELLERS INCLUDING THOSE INVOLVED IN PAWNING SERVICE:

Those appointed as Tellers and Staff Assistants who are called upon to bear the cash risk involved in pawning services will be paid an incentive of Rs.150/- per day on which such work is performed subject to a maximum of Rs. 3,000/- per month.

1.2 TELLER AUTHORITY ALLOWANCE

Those appointed, as Tellers and exercising such duties will be paid an allowance of Rs. 150/- per day subject to a maximum of Rs. 3,000/- per month.

1.3 CHIEF TELLER AUTHORITY ALLOWANCE

An allowance of Rs. 180/- per day subject to a maximum of Rs. 3,600/- per month will be paid for the Chief Tellers who exercise such duties.

1.4 DEVELOPMENT ASSISTANT ALLOWANCE

Development Assistants will be paid an allowance of Rs. 2,800/- per month.

1.5 DIFFICULT STATION ALLOWANCE

Employees who are serving in Branches categorized as uncongenial or highly uncongenial will be paid an incentive as given below on a monthly basis subject to review and re-categorization of the existing difficult stations.

Grade	Highly Un-Congenial (Rs.)	Un-Congenial (Rs.)
Grade of Assistant Manager & Above	4,000/-	3,000/-
Other Officer Grades including Secretary Grade III (Closed Service)	3,250/-	2,500/-
Staff Assistant & parallel grades	2,700/-	2,000/-
Below Staff Assistant grade	2,000/-	1,550/-

1.6 DISTURBANCE ALLOWANCE

Employees who are not on shift duty but called upon to report for duty before 6.30 a.m. will be paid a disturbance allowance as follows;

<i>Grade</i>	<i>Amount</i>
Assistant Manager and above	Rs. 500/- per day
Staff Assistant to Executive Officer	Rs. 425/- per day
Below Staff Assistant Grade	Rs. 340/- per day

1.7 KEY HOLDING ALLOWANCE

Key Holding Allowance of Rs. 125/- per day subject to a maximum of Rs. 2,500/- per month.

1.8 OUT OF POCKET ALLOWANCE

Officers in the Grade of Junior Executive Officer and above up to the Chief Manager Grade who are called upon to work on **week days after normal office hours** or on **week-ends / holidays** will be paid at following hourly rates subject to a limit of 2 hours on week days and 8 hours on week-end / holiday.

Grade	Rate per hour
Chief Manager	Rs. 800/-
Senior Manager	Rs. 725/-
Manager	Rs. 680/-
Assistant Manager	Rs. 615/-
Executive Officer	Rs. 535/-
Junior Executive Officer	Rs. 470/-

The hourly rate paid for working on week-end and holidays subject to a maximum of 8 hours will be 1 1/2 (one and half) times above rates.

The Bank shall develop a system where day-to-day work could be finished within the normal working hours, so late hour work and week-end / holiday work is not encouraged.

1.9 PAYMENT TO TRAINEE STAFF FOR AFTER HOURS AND WEEK-END/HOLIDAY WORK

Trainee staff who are called upon to work on week days after normal office hours or on week-end / holidays will be paid at following hourly rates.

Grade	Rate per Hour
Management Trainee	Rs. 270/-
Trainee staff Assistants	Rs. 125/-
Trainee Secretarial Asst. / Trainee Typist	Rs. 105/-
Trainee Multiduty Assistant.	Rs. 95/-

* In case of Management Trainees, the payment will be subject to the limitation of 02 hours on week days and 08 hours on week-end / holidays

1.10 ENTERTAINMENT ALLOWANCE

The officers in the grades of Senior Manager to Chief Manager are eligible for entertainment allowance as below on monthly basis.

Grade	Amount (Rs.)
Chief Manager	Rs. 500/-
Senior Manager	Rs. 350/-

SECOND SCHEDULE

Reimbursement of Medical Expenses will be made in terms of existing regulations subject to the limits specified below which shall come into effect from 01.01.2021.

Limits**A. Hospitalization**

	Executive Grades (Rs.)	Officer Grades (Rs.)	Clerical Grades (Rs.)	Other Grades (Rs.)
Medical (A _I) & Surgical (A _{II})	270,000/-	240,000/-	210,000/-	195,000/-
Maternity (A _{III})				
(a) Normal / Forceps A _{III} (1)	51,000/-	45,600/-	40,000/-	39,000/-
(b) Caesarean A _{III} (2)	81,000/-	75,000/-	70,000/-	68,000/-

B. Non-Hospitalization

		Executive Grades (Rs.)	Officer Grades (Rs.)	Clerical Grades (Rs.)	Other Grades (Rs.)
(i)	Treatment given by Specialists (B _I)	50,000/-	50,000/-	50,000/-	50,000/-
(ii)	Routine (B _{II})	47,000/-	47,000/-	41,000/-	41,000/-
(iii)	Test & Special Services (B _{III})	35,000/-	35,000/-	35,000/-	35,000/-
(iv)	Corrective Treatment / Appliances (B _{IV}) (Limitation on Spectacles Rs. 40,000/-)	45,000/-	45,000/-	45,000/-	45,000/-

If one or more of Categories B(i), B(iii) and B(iv) are exhausted, unutilized portion of B(i), B(ii), B(iii) or B(iv) can be used.

C. Special Category

	Executive Grades (Rs.)	Officer Grades (Rs.)	Clerical Grades (Rs.)	Other Grades (Rs.)
Category C 1 (A) Grave Illness	1,000,000/-	1,000,000/-	1,000,000/-	1,000,000/-

Once in life time to the staff member and to any other family member so that the total claim either by the staff member or any other member of the family or both should not exceed Rs. 1,000,000/-.

Category C 1 (B) * Rs. 150,000/- for the staff member will be paid for continued medication for critical illness under the Special Category. Payments under this category will be made **once and for all**.

*Payments under the C 1 (B) category will only be made to employees who have made claim under the C 1 (A) category. Claims under the C 1 (B) category should be made separately to claims under the C 1 (A) category. Category C 1 (A) and C 1 (B) cannot be claimed together at the same time.

D.	Continued Medication for Grave Illnesses / Major Surgeries under Special Category (C₁₁)	}	-	Rs. 110,000/- (Annual Limit)
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(i.e. Heart Surgery, Kidney, Liver, Lung Transplant, Brain Surgery or any other major surgery)

E.	Travelling (All Grades) (D)	-	Rs. 8,000/-
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F.	Probationers / Trainees (E)	-	Rs. 20,000/-
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G. Maternity in Government Hospitals (All Grades)

Normal / Forceps (F ₁ N)	-	Rs. 36,000/-
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Caesarian (F ₁ C)	-	Rs. 55,000/-
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**H. Treatment at Government Hospitals (All Grades)
(under Hospitalization Category)**

General (G ₁ G)	-	Rs. 4,400/- (Per day)
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Surgical (G ₁ S)	-	Rs. 5,800/- (Per day)
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(Payment is limited to a maximum period of 30 days)

Disabled children will be enrolled in the Medical Assistance Scheme irrespective of age.

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