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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2376/32 – 2024 මාර්තු 22 වැනි සිකුරාදා – 2024.03.22
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(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1821.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Habib Bank Limited, No. 140 - 142, 2 nd Cross Street, Colombo 11 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 5th January, 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. K.K.A. JAYASUNDARA,
Commissioner General of Labour (*Acting*).

Department of Labour,
Labour Secretariat,
Colombo 05.
18th March, 2024.

Collective Agreement No. 05 of 2024

COLLECTIVE AGREEMENT

This Collective Agreement, the terms of which were agreed on the 5th day of January 2024 between Habib Bank Limited, a Bank incorporated in Pakistan and having its registered Office at Habib Bank Plaza I.I. Chundrigar Road, Karachi 21 and



approved main place of business at Nos.140 -142, 2nd Cross Street, Colombo 11, in the Republic of Sri Lanka (hereinafter referred to as “the Bank”) and the Ceylon Bank Employees’ Union, a duly registered trade union in Sri Lanka having its registered office at No.20, Temple Road, Colombo 10, Sri Lanka (hereinafter referred to as “the Union”).

TITLE: This Agreement will be known and referred to as the
“Habib Bank Officers’ Collective Agreement of 2024”

WHEREAS the Union made demands for a revision of terms and conditions of employment of the Officer Grades in the Bank and after negotiations the parties in a spirit to goodwill to ensure cooperation between themselves and to guarantee an effective and productive work environment have agreed as follows:

1. PARTIES COVERED AND BOUND

This Agreement shall cover and bind the Bank, the Union and all members of the Union employed in the Bank (hereinafter referred to as “the Employees”) and categorized as follows:

i. **Staff Category I** - Employees who were covered by the Collective agreement 2015-2018.

- I. Officer I
- II. Officer II
- III. Assistant Manager I
- IV. Assistant Manager II

ii. **Staff Category II** - Employees who are not covered by above category I

- I. Officer I
- II. Officer II
- I. Assistant Manager I
- II. Assistant Manager II

2. DURATION

Unless otherwise stated elsewhere, this Agreement shall come into force on the 1st day of January 2024 and shall continue to be in force until either party terminates it by written notice in terms of the Industrial Disputes Act’ but no such notice shall be given before the 31st day of December 2026. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st October 2026.

3. EARLIER AGREEMENTS

This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the Agreement of 2023 shall stand repudiated in respect of the parties hereto.

4. GENERAL TERMS & CONDITIONS OF EMPLOYMENT

The terms and conditions of this Agreement shall subject as herein provided be deemed to be included in each contract of service whether oral or written between the Bank and each Officer covered and bound by this Agreement which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement and which are not inconsistent with the terms and conditions contained in this Agreement.

5. IMMEDIATE INCRASE / SALARY REVISION - CHANGED

All employees covered by this Collective Agreement and who are in service as at the date of signing shall be entitled to the following revision of salary. Every member of the union as of 01st January 2024 shall receive arrears of the increase allowed by this agreement. Employees join the union after 01st of January 2024 are not entitle to salary arrears and salary increase for the year 2024.

- a) First Year : (with effect from 1st January 2024): An increase of 15% + LKR 2,000 calculated on the basic salary as of 31st December 2023.
- b) Second Year :(with effect from 1st January 2025): An increase of 10% + LKR 1,000 calculated on the basic salary as of 31st December 2024.
- c) Third Year : (with effect from 1st January 2026): An increase of 10% + LKR 1,000 calculated on the basic salary as of 31st December 2025.

6. SALARY SCALES & ANNUAL INCREMENTS

- i. Parties agree that all employees who are covered under this agreement and who are in service as at the date of signing this agreement shall be placed on the salary scales given below with effect from 1st of January 2024.

Staff Category I and II - Annual Increment Slab

GRADES	BASIC SALARY RANGE
OFFICER I	30,000 - 70,000
OFFICER II	40,000 - 80,000
AM I	50,000 - 90,000
AMII	70,000 - 100,000

Above scales will be only for the increments and any employee's basic salary reaching out of the range prescribed in the schedule will not make the employee eligible for any promotion etc.

7. GAS AND ELECTRICITY ALLOWANCE - For All Categories

The bank shall pay a Gas and Electricity Allowance to Employees as follows:

- Officer I - Rs. 7,500.00
- Officer II - Rs. 8,000.00
- Assistant Manager I - Rs. 8,500.00
- Assisstant Manager II - Rs. 9,000.00

8. KEY HOLDING ALLOWANCE

The Key holding allowance shall be paid as follows;

- 1 day - Rs. 500/-
- 2 day - Rs. 750/-
- 3 days - Rs. 1,000/-
- 4 days - Rs. 1,250/-
- 5 days or more - Rs. 2,500/-

9. FUEL ALLOWANCE - For All Categories

The Fuel allowance shall be paid as follows;

- Officer I/ Officer II - 65 Liters of Petrol per Month
- Assistant Manager I/ Assistant Manager II - 75 Liters of Petrol per Month

10. ENTERTAINMENT ALLOWANCE

Assistant Manager II will be paid an entertainment allowance of Rs. 4,000/- per month.

11. SPECIAL PAYMENTS

Parties agreed that all statutory payments are included in the Salary of an Employee covered by this agreement and in addition;

- (a) When employees are required to work after normal working hours on any working day, they shall be entitled to the following payments.

Every hour 1.5 times of per hour basic salary of each employee.

- (b) When employees are required to work on any holiday they shall be entitled to the following payments.

Every hour 2 times of per hour basic salary of each employee.

- (c) No Employee shall work after normal working hours of on holidays unless requested to do so by the Bank.

12. PROMOTION - For All Categories

- (a) For Promotion to any grade mere length of service shall not be the sole criteria and the Bank Shall be entitled to take into account other factors such as good conduct, efficiency, educational and professional qualifications, and good character. All Promotions from one grade to another shall be subject to the availability of vacancies and suitability of the Officer and Purely at the discretion and judgment of the Management. The decision of the Management in the exercise of such discretion shall be final and conclusive.

13. PROVIDENT FUND

Applicable for all 3 staff categories;

- (a) Rate of Contribution

The rates of contribution to the Employees Provident fund by the Bank as from 01.04.2006 shall be:

Bank's contribution	12% (twelve percent) of basic Salary
Employee's Contribution	8% (eight percent) of Basic Salary

Provident Fund Contributions Shall be on the Salary referred to a Clause of this agreement Subject to the Rules of the Provident Fund,

- (b) Interest on Provident Fund Contributions held by Banks.

Whereas provident fund monies are invested in the respective Banks, the Bank shall continue to pay the rate of interest paid on 12 months fixed deposits for sum of Rs. 100,000/- published by the N.S.B. Prevailing as at 1st January for the first half of the year and on the rate prevailing on 1st July for the second half of the year on the net Provident fund monies invested at such respective Banks.

(c) ETF Contribution

The rates of contribution to the Employee's Trust fund
Bank's Contribution 3% from the Basic Salary

14. GRATUITY

Staff Category I

An employee shall upon retirement on reaching the age of 55 years or on duly authorized medical grounds, after completing a period of fifteen (15) years service year's service in the Bank or after completing 20 years continuous service, be entitled to gratuity calculated at the rate of one month's basic terminal salary for each completed year of service rendered by such employee.

Staff Category II

Entitled for Gratuity after completion of 5 years as per the Gratuity Act.

15. DEATH GRATUITY

On the death of an employee who has been confirmed and is in the permanent employment of the bank, the Bank will make a compassionate payment of two month's salary for each year of completed service subject to a minimum of six month's 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 by 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 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.

16. RETIREMENT

The age of retirement shall be 60 years and on reaching the age of 60 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.

An employee may also be retired and be eligible for retirement benefits if he is not less than 55 years and has 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.

17.17 RELEASE OF PARENT UNION OFFICE BEARERS

- (a) One Office Bearer of the Union shall be released for union work without payment of salary or any other allowances whatsoever for a period not exceeding two years on a single occasion during a period of six years provided the union so requests and subject to the condition that at any given time only one employee of the bank whether covered or not by this Agreement shall be so released.
- (b) 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 Clauses 14, 15 and 16 hereof.

18.18 CONCESSIONS TO BRANC UNION OFFICE BEARERS AND GENERAL COUNCIL MEMBERS

- (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 their respective Bank Managements- Exclusively on matters pertaining to such particular bank to which such Branch Union Office Bearers are attached.
- (b) It is agreed that Central Committee Members will be permitted to leave at 12.30 p.m. on 12 days in a Year for meeting, 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.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to Central Committee to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.

19.19 ANNUAL, MEDICAL AND CASUAL LEAVE

For Staff Category I:

- (a) Annual Leave
 - (i) Entitlement - In respect of each year of Employment (Which Means the period January to December) During which an Employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 10 days out of the 21 days on successive days.
 - (ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows:
 - a) The full annual holiday of 21 days if his employment commenced on or after 1st January but before 1st April;

- b) A Holiday of 15 days if his employment commenced on or after 1st April but before 1st July;
 - c) A Holiday of 11 days if his employment commenced on or after 1st July but before 1st October; and
 - d) A Holiday of 6 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 exclusively for the following purpose;
- a) For availment in full, immediately preceding retirement by mutual arrangement, with the Bank,
 - b) For the purpose of attending on a family member who is seriously ill,
 - c) For travel abroad for which purpose one month's prior notice shall be given,
 - d) For marriage of the Employee,
 - e) Prolonged illness of the Employee,
 - f) On account of the death of a family member provided that the employee has exhausted his current year's leave,
 - g) For the purpose of nursing the 3rd and 4th Children beyond the maternity leave entitlement.

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

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of one hundred and twenty (120) days.

(b) Medical leave

- i) Entitlement An employee shall be entitled to not less than twenty four (24) days leave exclusive of Weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub - clause (ii) here of
- ii) Availment A 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 consecutive days including weekly or other holidays, or
 - b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days.
- 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, be 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 hospitalization an employer may permit his 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 ground 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

For Staff Category II:

The Annual, Medical and Casual Leave policy of the parent banking company will apply. Accordingly, the entitlement for each year of employment will be as follows:

Annual Leave	-	21 Working days
Medical	-	10 Working days
Casual Leave	-	7 Working days

20. MEDICAL BENEFITS

Applicable for all staff categories:

i) Reimbursement of Medical Expenses for Non-Hospitalization

The Bank will reimburse an employee up to a maximum of such employee's salary per mensem in respect of medical expenses incurred as routine non- hospitalization and non-surgical expenditure, accordingly employees shall be eligible to receive such reimbursement in twelve equal installments which shall not constitute part of

the wage and accordingly shall not attract consequential benefits such as EPF/ETF, Gratuity etc.

“Salary” for this purpose shall be the salary point on which an employee is placed in terms of Clause 5 hereof.

ii) Special Non-Hospitalization and Non-Surgical Expenditure

The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum of Rs. 20,000/- per annum on account of special non- hospitalization and non-surgical expenses covering the following items only incurred on behalf of the employee only and not on behalf of his family members:

- a) Spectacles
- b) Dentures
- c) Hearing Aides

Subject to valid documentation and subject to the provisos that no claim is made in relation to any particular item more than once in three years.

iii) Surgical and Hospitalization Expenditure

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

- a) Hospitalization or Nursing Home maintenance charges:

Daily Limit	Rs. 4000/-
Government hospital allowance	Rs. 2000/-

- b) Emergency treatment travel expenses (Maximum) Rs. 2000/-
(Rs.50/- per Km. or actual cost whichever is less)

- c) Overall limit for one event/one Year Rs.300,000/-

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

iv) Maternity Grant

An employee who is married will be permitted a once and for all grant of Rs. 15,000/- in respect of each of two births of children. If both spouses are employed in the Bank only one such claim shall be entertained. In the case of reimbursement under surgical and hospitalization expenses. the maximum deduction for normal childbirth shall be Rs. 15,000/-

- v) The revised rates as set out in clauses (ii) to (iv) hereof shall become effective from the date of the signing of this agreement.

21. BONUS-for all categories

The Bank will pay each year to every Employee a bonus of 3 x 75% of the basic salary as drawn by such Employee in the month of December of such year. The bonus will be paid in three installments in keeping with normal practice.

22. SUSPENSION

i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clause (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.

23. DISCIPLINARY PROCEDURE.-

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

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of 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 (1) 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 defense 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 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 reasons 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. If 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 Banks 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, any 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 in the basis that such employee had no cause to show.
 - ii) Where the employee makes a written admission to 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 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), (h) and (i) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
- o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing this Agreement.

24 TRADE UNION ACTION

(a) Matters Related and Covered in the 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 related to this Agreement.

(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 of the Bank 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 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.

25. UNION CHECK-OFF FACILITIES

During the continuance in force of this Agreement and provided the Union has not less than 40 percent membership among the employees covered by this Agreement such employer 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.

26. IMPLEMENTATION AND INTERPRETATION OF THIS AGREEMENT


- i) Where either the Union or the Bank is 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. The Union shall make its own nominations for the purpose of meetings to be held with the Monitoring Committee. 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, No. 43 of 1950.**

27. 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.

In witness hereof parties have hereunto set their hands on this 05th day of January, Two Thousand and Twenty-Four.

3. 
Signature
Name: Amalie Weerasena
Designation: Head of Human Resources
Habib Bank- Sri Lanka

4. 
Signature
Name: Ajith Lekamge
Designation: Secretary HBL Branch Union
Ceylon Bank Employees' Union

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Keells Food Products PLC, No.117, Sir Chittampalam A Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Mercantile, Industrial & General Workers Union, No. 3, Bala Tampoe Lane, Colombo 03 of the other part on 31st October 2022 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. K. K. A. JAYASUNDARA,
Commissioner General of Labour.
(Acting)

Department of Labour,
Labour Secretariat,
Colombo 05.
18th March, 2024.

Collective Agreement No. 21 of 2023

COLLECTIVE AGREEMENT

Agreement entered into on this 31st (Thirty First) day of October 2022, between Keells Food Products PLC a Company duly registered in Sri Lanka, having its registered office at No. 117, Sir Chittampalam A. Gardiner Mawatha. Colombo 02 (hereinafter referred to as the 'Employer') and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), a duly registered Trade Union in Sri Lanka and having its registered office at No. 3, Balatampoe Lane, Colombo 3 (hereinafter referred to as the 'Union').

Whereas the Union and the Employer after a series of discussions with regard to revision of the terms and conditions of employment have agreed on the following Agreement.

1. The terms of this Agreement shall cover and bind the Employer, the Union and Members of the Union employed in a manual capacity in the production facility at No. 16, Minuwangoda Road, Ekala, Ja-Ela (hereinafter referred to as the "Factory") Provided however, Clause 1- 13 will only be applicable to those members of the Union employed in a manual capacity in the Factory of the Employer on permanent monthly contracts of employment (hereinafter referred to as "the Employees")
2. The Agreement shall take effect from 01.11.2022 and shall remain in force unless otherwise terminated by either party by giving one month's written notice to the other provided however, that neither party shall give such notice of termination prior to 01.10.2024 and the termination shall not take effect until 31.10.2024
3. The Employer agrees to revise the salaries of Employees covered and bound by this Agreement during the period of the Agreement as follows.
 - 3.1 With effect from 01.11.2022 a sum equal to 11% of the basic salary paid to an employee as at 31.10.2022 shall be added to the salary of such employee except 41 no of employees mentioned in Schedule I hereto.
 - 3.2 With effect from 01.11 2023 a sum equal to 11% of the basic salary paid to an employee as at 31.10.2023 shall be added to the salary of such employee

3.3 With effect from 01.11.2022 the minimum basic salary will be adjusted as listed in Schedule I and therefore a lump sum shall be added to the basic salary paid to an employee as at 31.10.2022

4. Daily Attendance Allowance

4.1 Daily Attendance Allowance payable to employees shall be as follows

Krest & Transport departments	Rs. 300.00
Other departments	Rs. 500.00

4.2 This allowance will be paid for those who are required to report for work on OT on Weekdays/ Saturdays/ Sundays/ other Holidays *etc*

4.3 in the event of an Employee absents for half day shall be paid 50% of the Daily Attendance Allowance

4.4 in the event an Employee absents him/ herself on approved leave (Annual/ Casual/ Sick/ Lieu Leave/ Accident Leave), such Employee shall not be eligible to receive the Daily Attendance Allowance for the day on account of such absence. *i.e. An Employee should physically be present at work. to qualify for this payment*

4.5 The Daily Attendance Allowance payment for extended working hours shall be as follows:

Extended Shift 1	Rs. 125.00
Extended Shift 2	Rs. 250.00

5 With effect from 01.11.2022. value of a performance based annual increment pertaining to each grade will be as follows.

Grade I	Rs. 100.00
Grade II	Rs. 120.00
Grade III	Rs. 140.00

6 6.1 The Cold Room Allowance will be Rs. 88.02 in respect of employees who are engaged to work in the cold rooms

6.2 The slaughter allowance will be Rs. 400.00 per day in respect of employees who engage slaughtering work

7. Drivers, Cleaners, Batta

Travelling outside over 3 hours leaving between 11:00 a.m and 12:30 p.m and returning after 2:00 p.m. <i>Eg. leaving at 11:00 a.m and returning 2:00 p.m</i>	Rs. 99.83
Colombo/ Negombo over 4 hours' trip	Rs. 181.50
Kandy, Bentota over 8 hours	Rs. 249.56
Kandy, Bentota less than 8 hours	Rs. 162.44
Avissawella	Rs. 162.44
Anuradhapura 1st day	Rs. 312.18
Anuradhapura 2nd day	Rs 312.18

Matara One day trip	Rs. 449.21
Matara Two day trip	Rs. 624.36
Matara Two day trip	Rs. 873.92
Bandarawela Two days trip	Rs. 624.36

8. In respect of employees working in the Krest Section the production related attendance bonus will be paid in the following manner, subject to the production norms already agreed by parties in the Memorandum of Settlement under Section 12 (1) signed before the Commissioner General of Labour on 08.11.2001:-

The payment rate will be Rs.160/- per day.

The present rates of payment in respect of the production levels will remain unchanged.

9.

- 9.1 The Union and the Employees will endeavor to achieve total production of 57,500Kgs within 22 days of the month to become eligible for the Elephant House factory Incentive Scheme with agreed work points following the VRS dated 31.10.2013.

- 9.2 It is also agreed by parties that the Schedule II dated 31.10.2022 will be part and partial of this agreement.

10.

- 10.1 Casual workers will be deployed as per need basis and their rate will be determined as per market rates.

- 10.2 Minimum basic salary of Employees will be revised to 22,100/- from 01.11.2022. Such Employees will be required to work in any section with the Factory on a need basis to cover absenteeism/ vacancies.

11. It is also hereby agreed between the parties that the provisions of the Agreement dated 14.11.2000 and the provisions of the Memorandum of Settlement entered into between the parties before the Commissioner General of Labour under Section 12(1) of the Industrial Disputes Act on 08.11.2001 relating to work arrangements, allowances, batta rates (subject to mutually agreed amendments) and the Dispute Settlement Procedure will remain in force during the period of this Agreement, subject to any revision as set out in this Agreement.

12. In the event of there being a significant change to the present operating model at the Factory, which is also likely to affect employee numbers, it would discuss such matters with the union.

13. During the continuance of this Agreement neither party will attempt to vary, alter or add to any of the terms and conditions or benefits currently applicable to the employees other than by mutual agreement and the union shall not resort to any form of trade union action on such matters.

In witness whereof, the Common Seal of Keells Food Products PLC has been affixed and the authorized signatory of the Ceylon Mercantile, Industrial and General Worker's Union has set his hand hereunto and two others on this 31st day of October 2022.

Common Seal of Keells Food Products PLC
was affixed in the presence of


Daminda Samlath
Director / President
Consumer Foods Sector

Witnesses

1. 
Nisansala Paragayapa, He

2. 
Thilina Abeygunawardena,

Authorized Signatory for the
Ceylon Mercantile, Industrial


S. Palaninathan, Deputy Gene

Witnesses

1. 
R.E.C. Padmalal, Branch 1

2. 
K.M.M. Perera, Branch Se

3. 
A.V.A. Fernando, Branch 1

Schedule I

S.No.	EPF No.	SAP No.	Name	Basic Salary October 2022)	Increment (11%)	Lump Sum Amount	Revised Basic Salary (November 2022)
1	973	8546	H.A.D.I.R. Perera	39,849.00	4,383.39	16.61	44,249.00
2	1027	8877	H.P.U. Jayashantha	38,157.00	4,197.27	202.73	42,557.00
3	1115	10466	K.O.H.B.A. Herath	34,966.00	3,846.26	553.74	39,366.00
4	1122	10490	Y.A.T.M. Yapa	33,196.00	3,651.56	748.44	37,596.00
5	1145	11308	K.G.R. Thalís	39,807.00	4,378.77	21.23	44,207.00
6	1159	11896	K G Sisira Senarathne	31,885.00	3,507.35	892.65	36,285.00

Schedule I (contd.)

7	1209	17843	A. S. Fernando	29,503.00	3,245.33	1,154.67	33,903.00
8	1276	28082	W. W.I. K Fer-ando	25,964.00	2,856.04	1,543.96	30,364.00
9	1279	28085	H .W Ubayasiri	27,538.00	3,029.18	1,370.82	31,938.00
10	1282	28088	A.B.M.A.K. Abeykoon	26,454.00	2,909.94	1,490.06	30,854.00
11	1442	43784	J.M.U.S. Kumara	26,068.00	2,867.48	1,532.52	30,468.00
12	1444	43786	S .P. U. Piyarathne	25,918.00	2,850.98	1,549.02	30,318.00
13	1446	43788	M.L.S. Ranasinghe	25,998.00	2,859.78	1,540.22	30,398.00
14	1448	43790	R.A.P. Manjula	25,828.00	2,841.08	1,558.92	30,228.00
15	1492	48135	W.P.S.H. Fernando	22,746.00	2,502.06	1,897.94	27,146.00
16	1558	54447	K. C. L .Fernando	22,308.00	2,453.88	1,946.12	26,708.00
17	1565	54711	L.D.P. Perera	21,638.00	2,380.18	2,019.82	26,038.00
18	1579	56406	I. A .S. Maduka	21,748.00	2,392.28	2,007.72	26,148.00
19	1604	58910	B.R.S.S. Gimhan	21,405.00	2,354.55	2,045.45	25,805.00
20	1616	61148	B .N. M. Mendis	21,919.00	2,411.09	1,988.91	26,319.00
21	1638	61428	M. D. S. Rohan	22,065.00	2,427.15	1,972.85	26,465.00
22	1690	65309	K. P. J. Fernando	21,385.00	2,352.35	2,047.65	25,785.00
23	1713	70809	S. D. C. N. Fernando	20,398.00	2,243.78	2,156.22	24,798.00
24	1714	70818	K. S. E. Fernando	21,066.00	2,317.26	2,082.74	25,466.00
25	1726	73191	L .A .H. Dilanka	21,142.00	2,325.62	2,074.38	25,542.00
26	1790	88588	N .L .C. G. Liyanage	31,182.00	3,430.02	969.98	35,582.00
27	1793	88768	P.K.D.N. Miskitha	20,697.00	2,276.67	2,123.33	25,097.00
28	1841	93210	D.M .J. Dissanayake	19,246.00	2,117.06	2,282.94	23,646.00
29	1845	93754	W. T. G. A. P. Buddhika	19,253.00	2,117.83	2,282.17	23,653.00
30	1859	95990	G. K. T. de Silva	19,246.00	2,117.06	2,282.94	23,646.00
31	1860	95992	W.M.S. Fernando	19,246.00	2,117.06	2,282.94	23,646.00
32	1869	97108	R. M.Dissanayake	33,461.00	3,680.71	719.29	37,861.00

Schedule I (contd.)

33	1880	97686	P.D. H.W. K .L. Ruklantha	19,039.00	2,094.29	2,305.71	23,439.00
34	1974	107729	B Jason	18,939.00	2,083.29	2,316.71	23,339.00
35	1976	107733	R.R. W.K.R.M.B.S.P. Ekanayake	18,939.00	2,083.29	2,316.71	23,339.00
36	2029	113010	S. A.G.S.S. Satharasinghe	17,700.00	1,947.00	2,453.00	22,100.00
37	2030	113011	B. D. N.S. Appuhami	17,700.00	1,947.00	2,453.00	22,100.00
38	2038	113846	J.A .Lakshan	27,500.00	3,025.00	1,375.00	31,900.00
39	2074	118761	L.D. Ranamuka	27,500.00	3,025.00	1,375.00	31,900.00
40	2076	118770	K.D.D. Prasath	27,500.00	3,025.00	1,375.00	31,900.00
41	2091	119789	K. R. S. Fernando	17,700.00	1,947.00	2,453.00	22,100.00

Schedule II

Elephant House Factory Incentive Scheme

Entire plant must achieve a minimum target of 57,500 Kgs in a month (only during the weekdays assuming 22 weekdays a month) the scheme shall be as follows :

<i>Total Production</i>	<i>Daily Production Incentive</i>
Below 57,500Kgs	-
57,500Kgs - 59,999Kgs	Rs.200/-
60,000Kgs	Rs. 400/-
Above 60,000Kgs	Rs.15/- shall be paid to Base Rate of Rs.400/- for every 1000Kgs

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