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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1826.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between American & Efird Lanka (Pvt.) Ltd., No. 67, Avissawella Road, Welivita, Kaduwela of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 11th August, 2020 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.



Collective Agreement No. 36 of 2020

Collective Agreement (2020 - 2023)

BETWEEN

AMERICAN & EFIRD LANKA (PVT) LTD.

and

SRI LANKA NIDAHAS SEWAKA SANGAMAYA

THIS Collective Agreement is made and entered into on this 11th day of August, Two Thousand Twenty (2020) between American & Efird Lanka (Pvt) Ltd., having its Registered office at No. 67, Avissawella Road, Welivita, Kaduwela and bearing Company Registered No. PV 2953 (hereinafter referred to as the 'Employer') of the one part and the Sri Lanka Nidahas Sewaka Sangamaya, being a Trade Union duly registered under the Trade Unions Ordinance and having its Registered office at No. 341/21, 4th Floor, Sarana Mawatha, Rajagiriya (hereinafter referred to as the "Union") of the other part witnesseth:

WHEREAS the Union has shown to the satisfaction of the Employer that it represents a majority of the Operative Grade employees employed by the Employer.

AND WHEREAS it is the desire of both the Union and the Employer to enter into an Agreement, which will ensure the peaceful adjustment and settlement of all disputes which may arise between the Employer and its employees and/or the Union and the promotion of industrial peace, productivity, quality and attendance.

NOW THEREFORE for and in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows:-

1. **Title.**— This Agreement shall be known and referred to as "THE OPERATIVE GRADE EMPLOYEES' COLLECTIVE AGREEMENT 2020 - 2023.

2. **Date of Operation and Duration.**— The Collective Agreement shall be effective for a period of 3 years from 1.4.2020 and may be terminated by either party with one (01) month's written notice to the other, provided however that neither party shall give such notice prior to 31.3.2023. Any notice of termination of this Agreement given by either party, prior to 31.3.2023 shall not be regarded as valid notice and shall be of no avail.

3. **Persons covered and bound.**— This Agreement shall cover and bind the Employer, the Union and all members of the Union who are employed on permanent contracts of employment by the Employer in the manual/operative grades at the Employer's plant at Kaduwela.

4. **Declaration of Principle.**—

(a) Both Employer and the Union accept the principle that the special consideration affecting employer are such that the wage and salary rates are a proper subject for collective bargaining between the Employer and the Union, and that the actions of other employers including Government Corporations and the Government of Sri Lanka in their capacity as employers of labour, regarding the amount and timing of wage increases are not automatically relevant in the context of the Employer except where otherwise provided by legislation.

(b) In cases in which Government does provide by legislation for benefits including increases in wages,

- i. When such benefits are more favourable to the benefits stipulated only the difference between such benefits provided by such legislation and the benefits stipulated herein, shall be added to the said benefits stipulated herein.
 - ii. When such benefits are equal or less favourable to the benefits stipulated herein, they shall not be added to or compounded with the said benefits stipulated herein,
- (c) The stipulations contained in Para (b) above are without prejudice to the principle contained in Para (a) above.

5. **General Terms and Conditions of Employment.**— The terms and conditions of this Agreement shall as from the date hereof and during the continuance in force of this Agreement be deemed to be concluded in all contracts of employment between the employer and the employees covered and bound by this Agreement, whether such contract of employment be written or oral or whether employment was subsisting as at the date hereof or shall come into being at any time after the date hereof but during the continuance in force of this Agreement. Provided, that in the event of any conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, the terms and conditions of this Agreement shall prevail.

6. **Variation of Terms and Conditions of Employment or Benefits.**—

- (a) The Union and its members and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary or add to all or any of the practices, terms and conditions or employment presently applicable to
- (b) any of the employees covered and bound by this Agreement or all or any of the benefits presently enjoyed by any of the workers covered and bound by this Agreement.
- (c) This Agreement shall be deemed to be a full and final settlement of all matters covered herein as well as all matters raised by the Union or incidental hereto and in respect of which negotiations took place between the parties before the conclusion of this Agreement.

7. **Wages.**—

- (a) As from the 1st day of April 2020 the Employer shall revise the wages of employees covered and bound by 15% of the salary drawn as at 31st March 2020.
- (b) As from 1st of April 2021, the employees covered and bound shall be eligible to receive from the Employer a sum of Rs. 4,000 by way of a wage revision.
- (c) As from 1st of April 2022, the employees covered and bound shall be eligible to receive from the Employer a sum of Rs. 4,000 by way of a wage revision.
- (d) The Union and its members agree that the wage revision granted in paragraphs (a), (b) and (c) above shall along with the wage revisions granted by virtue of the Collective Agreement for the period 2017-2020 shall be considered and acknowledged to have accumulatively rectified, any anomalies of the basic wage.
- (e) The Union and its members further agrees in future, it shall not in any manner urge or request from the Employer for the rectification of any anomalies in the basic wage and that subsequent wage negotiations shall solely be based on the median wage increases, granted to employees in similar industries.

It is also agreed by parties that a fresh criteria of appraising performance of employees covered and bound shall be finalized in consultation with the union and its members and prior to the wage revision to be granted in the year 2023.

8. **Production Incentive.**— Employees covered and bound by this Agreement shall continue to receive a production incentive, in terms of the current scheme applicable to them and shall not demand for any change in the existing scheme.

9. **Employee Grievance Handling Procedure.**— In the event of an Employee grievance, the following procedure shall be followed in resolving such grievance.

- (a) The employee will, in the first instance discuss the grievance with the Departmental Executive.
- (b) If the grievance is not satisfactorily resolved, the Employee may then discuss the matter with the Departmental Manager. The Departmental Manager will, if necessary, in consultation with the Employer's Management endeavor to arrive at a satisfactory solution in respect of the grievance.
- (c) In the event of the grievance not being resolved at the level of the Departmental Manager, the issue in grievance will then be discussed by the Employee with the Employee Relations Manager/Human Resource Manager of the Employer.
- (d) If no satisfactory solution is arrived at, then the issue in grievance will be discussed by the Branch Union and the Employer's Management. At such discussion, the number of representatives from each side shall not exceed four (4).

10. **Disputes Resolution Procedure.**— In the event of a dispute arising out of matters that are not covered under this Collective Agreement, both parties agree they shall refer such dispute for settlement in terms of the Dispute Settlement Procedure incorporated hereunder.

- (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch committee to the employer, and at least two weeks given for the Employer to resolve the dispute.
- (b) If no satisfactory solution is found, the matter should be referred to the parent Union and to the Employers Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
- (c) If after the discussion, the matter cannot be resolved by the intervention of the EFC and the parent Union, the conciliatory proceedings under the industrial disputes act should be followed.
- (d) If after conciliation has failed in the Labour Department, the Union wishes to take trade union action, written notice should be given of not less than 14 days to the employer and to the EFC.

11. **Trade Union Action.**— The Union and the Employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any form of trade union action in respect of any dispute related to matters covered by this Agreement.

12. **Consequences of Termination of Agreement.**— On the termination of this Agreement, facilities and concessions enjoyed by the Union under this Agreement shall *ipso facto* cease. Employee benefits as per the Collective Agreement will remain unchanged provided Employees continue with the agreed work practices, terms and conditions stipulated in this Agreement.

13. **Breaches of the Agreement by the Union and / or its Members.**— If in the opinion of the Employers' Federation of Ceylon, the Union or its members have committed a breach of this Agreement, then and in such event the Employer reserves the right to withdraw all or any of the facilities or concessions granted to the Employees, or Union seven (07) days

after raising such breach with the Union in writing without prejudice to the Employer's right to restore such facilities or benefits upon such terms and conditions as the Employer and the employers' Federation of Ceylon may decide. The Union will be entitled to dispute the justification of such withdrawal.

If in the opinion of the Union, the Employer has committed a breach of this Agreement then and in such event, the Union would have the right to refer such matter to the Commissioner of Labour.

14. **Interpretation of Agreement.**— Any dispute over the interpretation of this Agreement shall be settled by voluntary arbitration under section 3(i)(d) of the Industrial Disputes Act (1950).


15. **Definitions.**— Unless the context otherwise requires the following words shall have the following meaning.

- (a) **"Employee"** or **"Workman"** shall mean an employee in the permanent establishment and covered and bound by this Agreement.
- (b) **"Dispute"** shall have the same meaning as an **"Industrial Dispute"** in the Industrial Disputes Act (1950) as amended or in any Act enacted by the Parliament to replace the Industrial Disputes Act subject to the *proviso* that it shall not include a dispute involving a variation of this Collective Agreement.

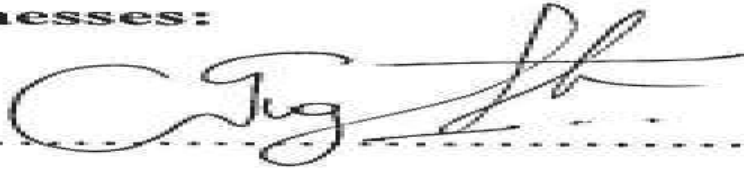
Words importing the masculine gender shall include the feminine gender.

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

In witness hereof, the parties have set their hands to this Collective Agreement on this 11th day of August 2020, at the EFC Office in Rajagiriya.


For and on behalf of
American & Efird Lanka (Pvt) L
Rohan Kumaraswami
Director Human Resources
AMERICAN & EFIRD LANKA (PVT) L
NO. 67, AVISSAWELLA ROAD, WELIUTTA
KADUWELA.
Business Reg. P.V. 2953

Witnesses:



Sugath Rajapaksha

Assistant Manager HR



Adhil Khasim

Assistant Director General, EFC

04 - 149

My No.: CI/1818.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between State Mortgage & Investment Bank, No. 269, Galle Road, Colombo 03 of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 13th August, 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).

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

Department of Labour,
Labour Secretariat,
Colombo 05.

Collective Agreement No. 34 of 2020

Collective Agreement

BETWEEN

STATE MORTGAGE AND INVESTMENT BANK No. 269, GALLE ROAD, COLOMBO 03.

of the one part

and

CEYLON BANK EMPLOYEES' UNION, No. 20, TEMPLE ROAD, COLOMBO 10.

of the other part

This Collective Agreement is made and entered into on this 13th day of August, Two Thousand and Eighteen (2018) by and between the State Mortgage & Investment Bank having its head office at 269, Galle Road, Colombo 03 in the Republic of

Sri Lanka and duly incorporated by the State Mortgage and Investment Bank law No. 13 of 1975 of the one part (herein after referred to as “ the Bank”) and the Ceylon Bank Employees’ Union its head office No 20, Temple Road, Colombo 10 of the other part (hereinafter referred to as “the Union”).

TITLE: This Agreement will be known and referred to as STATE MORTGAGE & INVESTMENT BANK COLLECTIVE AGREEMENT WITH THE CEYLON BANK EMPLOYEES’ UNION FOR THE PERIOD OF FIRST JANUARY TWO THOUSAND AND EIGHTEEN TO THIRTY FIRST DECEMBER TWO THOUSAND AND TWENTY (01.01.2018 TO 31.12.2020.)

1. Employer to be Covered and Bound. – This Agreement shall cover and bind the State Mortgage & Investment Bank which is a party to this Agreement.

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

3. Date of Operation and Duration.– This Agreement shall come into force on First day of January, Two Thousand and Eighteen (01.01.2018) and thereafter continue to be enforced, unless it is determined by either party giving six months notice in writing to the other provided, however that no party shall give such notice to the other party after First day of July Two Thousand and Twenty (01.07.2020).

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 2018-2020 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 other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Union and reach finality on or before 31st December 2018. After an agreement has been arrived at as regard non-salary benefits the terms and conditions of same shall be annexed to this agreement, which shall form an integral part thereof.
- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. Salary Components.– As from 01.01.2018 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 of the following components:

- (i) Fixed Component linked to “Basic Salary” and related Allowances.
- (ii) Variable Component linked to performance. (Please refer selection 5.2)

5.1 Fixed Component.– The Fixed Component comprises the following items:-

- (i) Revised Basic salary as set out in the Annex 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 Fifteen. (01.01.2018).
 - (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 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/-. If the index point drops below the December 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 in the course of time.

6. Tax on Emoluments.— PAYE tax on emoluments of staff shall be borne by the Bank.

7. Conversion of the Basic Salary.—

(a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

Eg. An employee who had been on the 5th step of the scale as at 31.12.2017 will be placed on 05th step of the relevant revised scale with effect from 01.01.2018.

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

8. Conversion Anomalies.— The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the years 2018 - 2020 subject to referring to a Salary and Cadre Committee to examine the possible anomalies associated with calculation of increments in the salary scales.

9. Review of the Salary Structure.— The State Mortgage & Investment Bank 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.

10. Other Commitments.— The Union further agrees to assist, cooperate 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.

11. 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 favourable 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 of such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

12. Where an employee was immediately prior to the date hereof entitled to, 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 favourable 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.

STATE MORTGAGE & INV
BANK


Niroshana Perera
Chairman


W.M. Dayasinghe
General Manager/CEO


S. S. Wijetoruru
Assistant General Manager -
(Human Resources & Logist

STATE MOI
(Salary Grades & Scales are applied)

Salary Grade	Position
01	Chief Manager
	Senior Accountant
	Internal Auditor
02	Senior Manager
	Accountant Gr. I
	Senior Branch Manager
	Senior Marketing Manager
03.	Manager
	Accountant Gr. II
	Administrative Officer
04 **	Assistant Accountant
	Assistant Internal Auditor
	Assistant Manager
	Marketing & Sales Officer
05 (a) **	Confidential Secretary
05 (b) **	Analyst /Programmer
	Staff Officer Gr. V
05 (c) **	Confidential Secretary
	Data Control Assistant
	Systems Operator
06 **	Junior Executive Officer
	Book Keeper Gr.1
	Steno Typist Gr1
	Data Procession Clerk
	Computer Operator Gr. I
07 **	Banking Assistant Gr.
	Record Keeper
	Court Clerk Gr. I

Salary Grade	Position
08 (a) **	Steno Typist Gr. II Computer Operator Data Processing Cl Receptionist (Pro C
08 (b)	Banking Assistant Court Clerk Gr. II
08 (c) **	Receptionist Gr. I Steno Typist Gr. II Data Processing C
09 (a)	Banking Assistant
09 (b)	Receptionist Gr. II Typist Clerk
10 (a) **	Driver (Pro Gr.)
10 (b)	Driver Gr. 1
10 (c) **	Machine Operator Office Assistant Gr Motor Cycle Order
11	Driver Gr. II Lift Operator Gr. I Office Assistant Gr
12	Office Assistant Gr Lift Operator Gr. I Multi Duty Assista
13	Multi Duty Assista

Note

** Those reaching the maximum continuously into withstanding the