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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2294/60 – 2022 අගෝස්තු 26 වැනි සිකුරාදා – 2022.08.26
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PART I: SECTION (I) – GENERAL

Government Notifications

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 the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 06th 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.
09th August, 2022.



Collective Agreement No. 28 of 2021

Collective Agreement

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

for the period of 01.01.2021 - 31.12.2023

Collective Agreement

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

THIS Collective Agreement is made and entered into on this 06th day of December, Two Thousand Twenty one (2021) by and between the State Mortgage & Investment Bank having its head office at 269, Galle Road, Colombo 3 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 (hereinafter 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 TWENTY ONE TO THIRTY FIRST DECEMBER TWO THOUSAND AND TWENTY THREE (01.01.2021 to 31.12.2023).

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 Annex I hereto.

3. **Date of operation and duration.**— This Agreement shall come into force on the First day of January, Two Thousand and Twenty one (01.01.2021) and thereafter continue to be in force, 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 the First day of July Two Thousand and Twenty Three (01.07.2023)

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 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 July 2022. After an agreement has been arrived at as regards 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.

5. **Salary Components.**—As from the First day of January, Two Thousand and Twenty One (01.01.2021) 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 comprising the following components.

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

5.1 Fixed Component

The Fixed Component comprises the Following items:-

- (i) Revised basic salary as set out in 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 the First day of January Two Thousand and Twenty one. (01.01.2021)

- 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 frozen as at December 1999 at the index point of 2,404.9 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. 2,404.9 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. **Tax on Emoluments.**—

PAYE Tax on emoluments of staff will 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 05th step of the scale as of 31.12.2020 will be placed on 05th 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.

8. **Conversion Anomalies.**— The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the year 2021-2023 subject to referring to a Salary and Cadre committee to examine the possible anomalies associated with the 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 to in clause No. 05 of this agreement.

10. 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 of such concessions shall continue to exist notwithstanding anything to the contrary contained herein.

11. 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 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.

12. **Other Commitments.**— The Ceylon Bank Employee's 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.

The common seal of the STATE MORTGAGE AND INVESTMENT BANK was affixed hereto at Colombo on this 06th day of December 2021 in the presence of


Dr. K.W.A.U. Kariyawasam	-	Chairman and
Mr. S.K.A. Galappatthi	-	Director
Mr. L.I. Ranasinghe	-	Acting GM/CEO of SMIB


For and on behalf of the

**STATE MORTGAGE
BANK**


.....
Dr. K. W. A. U. Kariyadass
Chairman


.....
S. K. A. Galappatthi
Director


.....
L. I. Ranasinghe
Acting General Manager


.....
A. S. K. Amarasinghe
Acting Deputy General Manager
(HRD & M)

STATE MANAGEMENT
(Salary Grades & Scale)

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 & Publicity
05 (a) **	Confidential Secretary
05 (b) **	Analyst /Programmer
	Staff Officer Gr. V
	Information Security
	IT Network and Computer
	Analyst/Administrator
05 (c) **	Confidential Secretary
	Data Control Assistant
	Systems Operator
06 **	Junior Executive Clerk
	Book Keeper Gr.1
	Steno Typist Gr1
	Data Processing Clerk
	Computer Operator
07 **	Banking Assistant
	Record Keeper
	Court Clerk Gr. I

Salary Grade	Position
08 (a) **	Steno Typist Gr. II
	Computer Operator
	Data Processing Clerk
	Receptionist (Pro Gr.)
08 (b)	Banking Assistant Gr. II
	Court Clerk Gr. II
	Record Keeper (Gr. I)
08 (c) **	Receptionist Gr. I
	Steno Typist Gr. III
	Data Processing Clerk
09 (a)	Banking Assistant Gr. I
09 (b)	Receptionist Gr. II
	Typist Clerk
10 (a) **	Driver (Pro Gr.)
10 (b)	Driver Gr. 1
10 (c) **	Motor Cycle Orderly
	Office Assistant Gr. I
11	Driver Gr. II
	Lift Operator Gr. 1
	Office Assistant Gr. II
12	Office Assistant Gr. I
	Lift Operator Gr. II
	Multi Duty Assistant
13	Multi Duty Assistant
	Electrician

Note

** Those reaching the maximum of the salary scales of the highest grade will be entitled for increments continuously into withstanding the maximum point given in the salary scales.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Pradeshiya Sanwardhana Bank (RDB), No. 933, Kandy Road, Wedamulla, Kelaniya of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 27th 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,
09th August 2022.

COLLECTIVE AGREEMENT

between

Pradeshiya Sanwardhana Bank also known as Regional Development Bank,
No. 933, Kandy Road, Wedamulla, Kelaniya

of the one part

and

The Ceylon Bank Employees' Union, No. 20, Temple Road, Maradana, Colombo 10.

of the other part

THIS Collective Agreement is made and entered into at Kelaniya on this Twenty Seventh day of December 2021 by and between the Pradeshiya Sanwardhana Bank 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 "Pradeshiya Sanwardhana Bank Collective Agreement with The Ceylon Bank Employees' Union" for the period from 1st January 2021 to 31st December 2023 (hereinafter referred to as "The Agreement").

1. *Employers to be covered and Bound.*–

1.1 This Collective Agreement shall cover and bind the Bank known as employers which are parties to this Agreement.

2. *Employees to be covered and Bound.*–

2.1 This Collective Agreement shall cover and bind the employees of the above referred bank and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the Schedule I hereto.

3. *Date of Operation and Duration.*–

3.1 This Collective 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

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 (1st July 2023)

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

- 4.1 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 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 the conclusion of such discussion. 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.
- 4.2 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 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.

- (I) Fixed Component linked to "Basic Salary" and related allowance.
- (II) Variable Component linked to performance (Please refer section 5.2)

5.1 Fixed Component

The Fixed Component comprises the following items.

5.1.1 Basic Salary as set out in Schedule I hereto.

(Increments will be granted continuously notwithstanding the maximum point given in the salary scales)

5.1.2 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 (1st 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) Cost of Living Allowance at the rate of Rs. 268.95 for each point of the New Colombo Consumer Price Index (NCCPL based 2017=100), the amount of which shall not be less than the amount paid for December 2020.
- (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 subject to the approval of Board of Directors.

6. *Taxes on Emoluments.*–

PAYE Tax on emoluments of staff shall be borne by the Bank

7. *Conversion of Basic Salary.*–

7.1 The Basic Salaries to 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 has 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.

7.2 Non-banking stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

8. *Conversion of Anomalies.*–

8.1 Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Union and will be rectified suitably.

9. *Review of the Salary Structure.*–

The Bank and the Union jointly agree to review the existing salary structure of the employees referred in Clause No. 05 of this Agreement.

10. *New Recruitments to Banking Assistant & Management Trainee.*–

10.1 Payment of fixed monthly allowance of Rs. 27,000/- during the 1st year of training and an allowance of Rs. 30,000/- for the 2nd year to recruits as Trainee Banking Assistant.

10.2 Payment of fixed monthly allowance of Rs. 40,000/- during the 1st year of training and an allowance of Rs. 45,000/- for the 2nd year to recruits as Management Trainee.

10.3 On completion of two years on the job training satisfactorily, which is considered to be the probationary period, they should be placed on the initial salary step of the Banking Assistant Grade 5-1 as provided in the Collective Agreement whereas the Management Trainee after completing two years on the job training they will be placed initial salary step of Officer Grade IV. However, they will be appointed subject to a 03 years probationary period including two years on the job training.

10.4 At the end of the probationary period after obtaining the required performance reports confirming that their work is satisfactory, they should be confirmed in permanent service with effect from the date of recruitment.

10.5 In respect of recruitments of below grades except drivers they should be recruited as trainees and paid training allowance computed proportionately, taking into account the percentage difference between the Gross Salary payable to Banking Assistant grade 5-1 in terms of the Collective Agreement and the allowances referred to in clause 10.1.

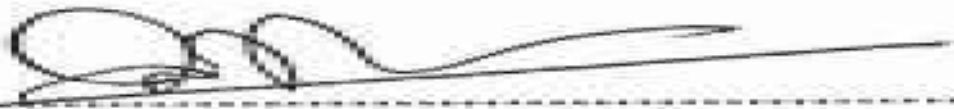
11. *Other Commitments.* –

11.1 The Management of the Bank and the Union do hereby jointly agreed that the salary scales as set out in schedule I to this Collective Agreement shall be applicable with effect from 01st January 2021, the salaries of the employees of the Bank together with related allowances including the Cost of Living Allowance (COLA) shall be equated to those in other State Banks (People's Bank, Bank of Ceylon and National Savings Bank) as at 01st January 2021.

- 11.2 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.
- 11.3 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 of such concessions shall continue to exist notwithstanding anything to the contrary contained herein.
- 11.4 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 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.



M. Mahinda Saliya
Chairman



D. K. Sanjeewa Serasinghe
Chief Human Resources Officer



Channa Disanayake
President



Janaka Ariyapala
President
Pradeshiya Sanwardhana Bank

Salary Re

Salary Grade	Position
Officer 1	Chief Manager
Officer 2	Senior Manager
Officer 3 - I	Manager/ Secretary I
Officer 3 - II	Deputy Manager/ Sect
Officer 3 - III	Assistant Manager/ Sec
Grade 4	Officer Training
Grade 5 - III	Banking Assistant III/ III
Grade 5 - II	Banking Assistant II/ S
Grade 5 - I	Banking Assistant I/ Sh
Grade 6 - III	Typist III
Grade 6 - II	Typist II
Grade 6 - I	Typist I
Grade 7 - III	Driver III/ Senior Drive
Grade 7 - II	Driver II
Grade 7 - I	Driver I
Grade 8 - III	Peon III
Grade 8 - II	Peon II
Grade 8 - I	Peon I
Grade 9 - III	Labour III
Grade 9 - II	Labour II
Grade 9 - I	Labour I