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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/1867

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chittampalam A Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 30th November, 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 March, 2022.

Collective Agreement No. 25 of 2021

COLLECTIVE AGREEMENT OF 2021 TO 2023

This Collective Agreement is made and entered into on this 30th day of November, 2021 by and between the People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo -02 (hereinafter referred to as 'the Bank') of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 (hereinafter referred to as 'the Union') of the other part.



TITLE : This Agreement shall be known and referred to as “The People’s Bank Collective Agreement with the Ceylon Bank Employees’ Union for the period of First day of January Two Thousand & Twenty One to Thirty First day of December, Two Thousand & Twenty Three 01.01.2021 to 31.12.2023.

1. Employer to be Covered and Bound

This Agreement shall cover and bind the People’s 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 and who are employed in any of the categories for whom a salary scale & non Salary benefits have been prescribed in this Agreement in the Annexure - I and II hereto.

3. Date of Operation and Duration

This Agreement shall come into force with effect from first day of January, Two Thousand & Twenty One (1st 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 & Twenty Three. (1st July, 2023)

4. Conditions of Benefits

- (a) This Agreement shall be in full and final settlement of all matters covered the salary and non salary benefits raised by the Union in relation to the period of 2021-2023. The terms and conditions of the salary scale are described in Annexure - I, while non salary benefits are described in the Annexure - II hereto.
- (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 first day of January Two Thousand & Twenty One (1st 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 & 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) The Cost of Living Allowance at the rate of Rs. 2.75 will be 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. 3.00. if the index point drops below the December level, ie: 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. Taxes 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.

E. g. 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.

8. Conversion Anomalies

The People's Bank 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 Cadre Committee to examine the possible anomalies associated with calculation of increments in the salary scales.

9. Review of the Salary Structure

The People's Bank and the Ceylon Bank Employees' Union jointly agree to review the existing salary structure of the employees referred to in clause No. 5 of this agreement in accordance with the Annexure - 1 and non Salary benefits are as Annexure - II.

- 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 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 or 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 or become entitled on or after that date 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.

12. Other Commitments

The Ceylon Bank Employees' 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 performance plan of the Bank.

The Common seal of the People's bank was affixed hereto
at the Colombo on this 30th day of November, 2021 in the presence of

Mr. Sujeewa Rajapakse	-	Chairman and
Mr. Ranjith Kodituwakku	-	CEO/GM of People's Bank
People's Bank		Ceylon Bank Employees Union
Sujeewa Rajapakse		C. S. Disanayaka
Chairman		President
Ranjith Kodituwakku		S. M. A. R. Senanayake
CEO/General Manager		General Secretary
Witness to the above Signatories		Witness to the above signatories
K. A. Nihal		A. S. K. Gangabadage
Actg. Deputy General Manager		CBEU - People's Bank Branch
(Human Resources)		
Azzam A. Ahamat		A. M. M. S. U. Ruwais
Head of Finance		CBEU - People's Bank Branch

Colombo on this 30th day of November, 2021

Annexure - I

Revised Salary Scales

<i>Grade</i>	<i>Present Scale 2018 Rs. Cents</i>	<i>Revised Scale 2021 Rs. Cents</i>
GR - I	<u>122,105 - 164,585</u> 3,540 x 12	<u>158,315 - 210,995</u> 4,390 x 12
GR - II	<u>94,065 - 137,065</u> 2,150 x 20	<u>121,090 - 173,490</u> 2,620 x 20
GR-3(I)	<u>76,820 - 112,220</u> 1,770 x 20	<u>97,410 - 139,810</u> 2,120 x 20
3(II/Dy. Finance Officer/ Asst. Law Off.- II/Asst. Secu. Sup-II/Con.Secretary-II (F)	<u>63,185 - 88,585</u> 1,270 x 20	<u>79,740 - 109,740</u> 1,500 x 20
3-III (BS)	<u>49,195 - 65,995</u> 840 x 20	<u>62,060 - 81,660</u> 980 x 20
3-III(NBS)/Asst./Fin.Off/Asst. Law Off-1/Asst.Secu. Sup-1/Con.Secretary-1	<u>49,195-65,495</u> 815 x 20	<u>62,060 - 81,060</u> 950 x 20
Gr. IV/Secu. Insp. -II (F) Asst. Secretary-III (F)	<u>43,440 - 56,440</u> 650 x 20	<u>54,635 - 69,635</u> 750 x 20

<i>Grade</i>	<i>Present Scale 2018 Rs. Cents</i>	<i>Revised Scale 2021 Rs. Cents</i>
Staff Asst. I (F)/Asst. Secretary -II Communication Asst (F) Security Inspector - I(F)	<u>39,065 - 47,865</u> 440 x 20	<u>49,410 - 59,610</u> 510 x 20
Asst. Secretary -I/Tel.Op.-III (F)	<u>36,125 - 43,925</u> 390 x 20	<u>46,025 - 55,025</u> 450 x 20
Staff Asst. -II/Jun. Secu. Officer (F)	<u>35,070 - 42,670</u> 380 x 20	<u>44,810 -53,610</u> 440 x 20
Driver - III (F)/Sr. Labourer -III (F)	<u>31,195 -37,975</u> 330 x 20	<u>39,290 -46,690</u> 370 x 20
Secretarial Asst. - III/Tel.Oper-II	<u>34,085 - 40,085</u> 300 x 20	<u>43,515 - 50,515</u> 350 x 20
Staff Asst. - III	<u>32,480 -38,080</u> 280 x 20	<u>41,670 - 48,070</u> 320 x 20
Secretarial Asst. II(F)/Record & Ser.Asst./Off. Asst.-III (F)/ Driver-II/Sr. Lab-II/ Secu. Asst.-II/ Lift Op-III(F)	<u>30,335 -35,935</u> 280 x 20	<u>38,315 -44,715</u> 320 x 20
Secretarial Asst.-I/Tel.Oper. I/ Service Asst -I	<u>30,675 - 35,075</u> 220 x 20	<u>38,800 - 44,200</u> 270 x 20
Off. Asst. -II/Driver -I/ Sr. Labourer-I/Secu.Asst.-I/ Lift Op-II/Work Asst. -III(F)	<u>28,790-33,390</u> 230 x 20	<u>36,565 - 41,765</u> 260 x 20
Off Asst.-I/Work Asst. -II/Lift Op -I	<u>27,875-31,475</u> 180 x 20	<u>35,525 -39,525</u> 200 x 20
Work Assistant - I	<u>27,190 - 30,590</u> 170 x 20	<u>34,605 - 38,405</u> 190 x 20

PEOPLE'S BANK

Allowances Payable in Addition to the Basic Salary - 2021-2023

- Rent allowance (20% of Basic Salary)
- The Cost of living allowance at the rate of Rs. 2.75 will be 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. 3.00. If the index point drops below the December, level. ie 2404.9 the computation should be at the rate of Rs. 2.75 per point.
- 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.

COLLECTIVE AGREEMENT - 2021-2023

NON SALARY BENEFITS - PEOPLE'S BANK

THE Allowances prescribed below are categorized/Sub categorized under the following manner with effect from 01.01.2021

1.1 **Cashier's Risk Allowance :**

Cashier's and Cashier cum Clerk who are called upon to bear the cash risk, will be paid an allowance of Rs. 150 per day on which such work is performed.

1.2 **VDU Operators'/Allowance :**

1.2.1 The Bank will pay an allowance of Rs. 30/- per day upto a maximum of Rs. 600 per month, only to employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and works on full time basis at a VDU. The Union will have the right to make representations to the Bank on the question whether, the main or primary function of an employee is the operation of a VDU.

1.2.2 Where a Cashier or a Teller of the Bank operates a VDU and if such person is entitled to a Teller Allowance/ Black Light Allowance such Cashiers or Teller will be entitled to only 50% of the VDU allowance.

1.2.3 Those employees who work on a VDU on relief or part time basis will be entitled to this allowance, only if the employee performs such duty for two hours or more per day.

1.2.4 **Non Receipt of Two Allowances**

No employee shall be entitled to more than any one of the under mentioned allowances :

- a. Telex Operators' Allowance
- b. VDU Operators' Allowance

1.3 **Tellers' Allowance/Black Light Allowance :**

Those appointed as Tellers' and are exercising such duties will be paid an allowance of Rs. 150 per day worked subject to a maximum of Rs. 3,000 per month. Those exercising authority on Black Light signature verification will be paid an allowance of Rs. 25 per day subject to a maximum of Rs. 500 per month, provided however, no employee shall be entitled to receive both these allowances for any one day.

1.4 **Machine Operators' Allowance :**

Those who operate heavy electrical and mechanical accounting machines, such as NCR type 32 will be paid an allowance of Rs. 20 per day on which such work is performed.

1.5 **Telex Operators' Allowance :**

Where the Bank as at the date of this Agreement, pays an allowance expressly as a Telex Operators' allowance, the Bank will pay as from the effective date of this Agreement, Rs. 75 per day subject to a maximum of Rs. 1,500 per month, provided such work is performed by Operators other than those who have been recruited for the purpose.

1.6 **Key Holding Allowance :**

Clerks/Clerk cum Cashiers duly authorized to hold keys that would normally be handled by an officer will be paid a Key Holding allowance of Rs. 125 per day.

1.7 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 given below.

<i>Grade</i>		<i>Amount</i>
Gr. III(2) and above	-	Rs. 500 per day
Gr. III(3) & Gr. IV Clerical and allied grades	-	Rs. 425 per day
Below Clerical	-	Rs. 340 per day

1.8 Out of Pocket Allowance :

Officers who are called upon to work on weekdays, after normal office hours or on holidays will be paid at following hourly rates subject to a limit of 2 hours on weekdays and maximum of 8 hours on holidays and subject to existing regulations.

<i>Grade</i>		<i>Amount</i>
Gr. I (Chief Manager)	-	Rs. 800 p.h.
Gr. II (Senior Manager)	-	Rs. 725 p.h.
Gr. III(I) (Manager)	-	Rs. 680 p.h.
Gr. III(II) (Deputy Manager)	-	Rs. 615 p.h.
Gr. III(3) (Asst. Manager)	-	Rs. 535 p.h.
Gr. IV	-	Rs. 470 p.h.
Management Trainee	-	Rs. 290 p.h.

The hourly rate paid for weekends and statutory holidays will be 1 1/2 (one and half) the normal rate. The entitlement for out of pocket allowance is based on a minimum one hour of work after the normal working hours. However the employees are entitled to claim out of pocket allowance for the work done beyond one hour for the following 15, 30 and 45 minutes too, proportionately and within the above limit.

1.9 Difficult Station Allowance :

Employees who are serving in Branches categorized as uncongenial and highly uncongenial will be paid a Difficult Station Allowance as given below on monthly basis.

Highly Uncongenial

Manager Gr. III(I) and above	-	Rs. 4,000 p.m.
Officers including Asst. Secretary III	-	Rs. 3,250 p.m.
Clerical & Allied Grades	-	Rs. 2,700 p. m.
Below Clerical grades	-	Rs. 2,000 p.m.

Uncongenial

Manager Gr. III(I) and above	-	Rs. 3,000 p.m.
Officers including Asst. Secretary III	-	Rs. 2,500 p.m.
Clerical & Allied Grades	-	Rs. 2,000 p. m.
Below Clerical grades	-	Rs. 1,550 p.m.

(50% increase after two years, if a transfer is requested).

1.10 Acting Allowance

An employee acting in a higher grade will be paid an Acting Allowance a sum equivalent to half the difference between the initial of the salary scale of the acting grade and his/her grade, provided he/she has acted for more than 30 days at a stretch, subject to existing regulations.

1.11 Proportionate Annual Increment on Retirement

It is also agreed to grant salary increments proportionately on the basis of completed months to those retiring prior to date of annual increment.

THE SECOND SCHEDULE ABOVE REFERRED TO

MEDICAL ASSISTANCE SCHEME

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 to 31.12.2023.

Medical Assistance Scheme - Summary of Members Entitlement

<i>Main & Sub Category</i>	<i>Executive Grade Rs. Cents</i>	<i>Officer Grade Rs. Cents</i>	<i>Staff Asst. Grade Rs. Cents</i>	<i>Other Grades Rs. Cents</i>
A. Hospitalisation A(I) + (II) (Amalgamate (I) + (II) Hospitalisation for Medical Treatment & Surgical Treatment)	270,000	240,000	210,000	195,000
(III) Maternity	51,000	46,600	40,000	39,000
(a) Normal Forceps	81,000	75,000	70,000	68,000
(b) Cesarean				
B. Non Hospitalisation (I) Treatments given by Specialists	50,000	50,000	50,000	50,000
(II) Routine (On reimbursement basis)	47,000	47,000	41,000	41,000
(III) Tests & Special Services	35,000	35,000	35,000	35,000
(IV) Corrective Treatment/appliances (Excess amounts to be reimbursed under Routine Medical Expenses if a balance is available)	45,000	45,000	45,000	45,000

If any of categories BI, BIII, & BIV have exhausted, unutilized portion of BI, BII, BIII or BIV can be used. Only the maximum amount of B(IV) category Rs. 45,000 can be used for the spectacles.

<i>Main & Sub Category</i>	<i>Executive Grade Rs. Cents</i>	<i>Officer Grade Rs. Cents</i>	<i>Staff Asst. Grade Rs. Cents</i>	<i>Other Grades Rs. Cents</i>
* C. Special Categories Grave Illness	1,000,000	1,000,000	1,000,000	1,000,000
For Medical treatment (Under Grave Illness) Maximum for a year	150,000	150,000	150,000	150,000
For Medical treatments for grave Illnesses under special Category once and for all basis	110,000	110,000	110,000	110,000

*Once in a life time to the staff members and to another family member so that the total claimed either by the staff member or any other member of the family or both do not exceed Rs. 1,000,000

<i>Main & Sub Category</i>	<i>Executive Grade Rs. Cents</i>	<i>Officer Grade Rs. Cents</i>	<i>Staff Asst. Grade Rs. Cents</i>	<i>Other Grades Rs. Cents</i>
D. Travelling	8,000	8,000	8,000	8,000
E. Management Trainees/ Customer Service Assistants/Probationers	20,000	20,000	20,000	20,000
F. Maternity in Govt. Hospitals Normal/Forceps Cesarean	36,000 55,000	36,000 55,000	36,000 55,000	36,000 55,000
G. Treatment at Govt. Hospitals ** General	4,400 p.d.	4,400 p.d.	4,400 p.d.	4,400 p.d.
Surgical ** (Maximum period 30 days only)	5,800 p.d.	5,800 p.d.	5,800 p.d.	5,800 p.d.

For and on behalf of the

People's Bank
Sujeewa Rajapakse
Chairman

Ranjith Kodituwakku
CEO/General Manager

Witness to the above Signatories
K. A. Nihal
Actg. Deputy General Manager
(Human Resources)

Azzam A. Ahamat
Head of Finance

Ceylon Bank Employees Union
C. S. Disanayaka
President

S. M. A. R. Senananayake
General Secretary

Witness to the above signatories
A. S. K. Gangabadage
CBEU - People's Bank Branch

A. M. M. S. M. Ruwais
CBEU - People's Bank Branch

Colombo on this 30th day of November, 2021

My No.: CI/1880

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Elsteel (Pvt) Limited, Spur Road 2, Phase 1, Export Processing Zone, Katunayake of the One Part and the Inter Company Employees Union, No. 10, Council Lane, Dehiwala of the other part on 11th November, 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 March, 2022

Collective Agreement No. 26 of 2021

Collective Agreement of 2021-2022 Between Elsteel (Pvt) Ltd. and The Inter Company Employees' Union

COLLECTIVE AGREEMENT

This Agreement entered into by and between Elsteel (Pvt) Ltd., a Company duly incorporated in Sri Lanka and having its registered Office at Spur Road 2, Phase1, Export Processing Zone, Katunayake (hereinafter referred to as “the Employer”) and the Inter Company Employees Union, a Trade Union duly registered in Sri Lanka, having its registered office at No. 10, Council Lane, Dehiwala (herein after referred to as “the Union”)

Whereas after representations were by the Union for a revision of salaries for their members covered and bound and by the Employer have, after discussions, arrived at the following terms of settlement.

1. Parties covered and bound

This Agreement shall cover and bind the Employer, the Union and the members (save and except non-permanent employees) of the Union employed by the Employer on monthly contracts of employment (hereinafter referred to collectively as the “Employees” and individually as “Employee”) at their factory at Katunayake & Pallekelle.

2. Effective Date and Operation of the Agreement

This Agreement shall take effect from 1st September, 2021 and shall, unless it is repudiated by either party by giving one month’s written notice to the other, shall continue to remain in force provided, however, that neither party shall give such notice prior to the 31st August, 2022 and the Agreement shall not stand terminated (period of 1 year) prior to the 31st August, 2022

3. Wage Revision

1. The Employer agrees to grant a total wage increase for employees who have achieved the following marks based on the annual performance evaluations which has been conducted in an impartial and transparent manner.

<i>Marks</i>	<i>Percentage</i>
50-55	4
56-60	5
61-65	5.5
66-70	6
71-75	7
76-80	7.5
81-85	8.5
86-90	9
91-95	9.5
96-100	10

The increases shall be subjected to a minimum of Rs. 1,500 and capped at Rs.5,000

2. In the event the targets are not achieved due to circumstances beyond the control of the employees, the management may consider a reasonable payment in consultation with the employees.

4. Other terms & Conditions

Parties agree that the terms and conditions hitherto applicable shall continue to be in force subject to the revisions set out in this Agreement.

5. Productivity improvement measures and Performance of overtime

- (a) It is agreed by the Union and the Employees to fully support all endeavors of the management of the Employer to improve Total Productivity Management.
- (b) It is agreed to parties that in addition to provisions that are already in force, parties shall strictly adhere to the principles relating to work ethics, Company Code of Conduct and discipline.
- (c) It is also agreed by the Union and the Employees that the Employees shall fully cooperate implementing the new work arrangements and carryout any overtime to meet the exigencies of the Employer (including the performance of overtime work on Public Holidays)
- (d) The management of the Employer agrees to abide by all legal obligations in relation to the payment of wages for overtime work in consideration of matters set out in b) above and to give adequate notice of overtime work to be performed by the employees.
- (e) In the event of absentism or other cadre requirement, the sole discretion of allocation of duties, including overtime, shall be with the Management.
Employees should strictly follow the leave policy

6. The Union, the Employer and the Employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek or vary or change, in any manner, any of the terms and conditions agreed upon herein. The Union and the Employees covered and bound agree that they shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

7. Disputes Settlement Procedure

In the event of a dispute arising out of this Agreement, parties agree to submit the matter for conciliation pursuant to the provisions of the Industrial Disputes Act.

In the event of a dispute arising out of a matter not covered by this Agreement, parties agree to strictly abide by the Dispute Resolution Procedure set out in the Check-off Agreement that binds parties.

In witness hereof the parties have hereunto set their hands on this 11th Day of November, Two Thousand and Twenty-One, in Colombo.

For & on behalf of :
Elsteel (Pvt) Ltd,
Name : Mohomed Resha
Designation: Manager HR

for & on behalf of:
Inter Company Employees Union
Name : Mr. Wasantha Samarasinghe
Designation : President

Witnesses:
1.....
Name : Sagara Obirisa
Designation : Asst. Manager HR

2.....
Name : Sameera Saputhanthri
Designation : Branch President

3.....
Name : Wasantha Udayakumara
Designation : Branch Secretary

EOG 3-1032