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අති විශේෂ EXTRAORDINARY

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No. 1803/20 – MONDAY, MARCH 25, 2013

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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 and Investment Bank, No. 269, Galle Road, Colombo 03 the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 06th day of August, 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
07th March, 2013.

Collective Agreement No. 34 of 2012

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 this 06th day of August, Two Thousand and Twelve (2012) by and between State Mortgage and Investment Bank having its head office at No. 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 (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 and Investment Bank Collective Agreement with the Ceylon Bank Employees' Union for the period of First January Two Thousand and Twelve to Thirty First December Two Thousand and Fourteen (01.01.2012 to 31.12. 2014).

This Gazette Extraordinary can be downloaded from www.documents.gov.lk.



1. **Employers to be Covered and Bound.** - This Agreement shall cover and bind the State Mortgage and 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 (1) hereto.

3. **Date of operation and Duration.** - This Agreement shall come into force on First January, Two Thousand and Twelve (01.01.2012) and thereafter continue to be enforced, unless it is determined by either party giving six month's notice in writing to the other provided, however, that no party shall give such notice to the other party before the 1st day of July 2014 and such notice shall not expire before the 31st December, 2014.

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 2012-2014 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 January 2013. 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 after 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 01.01.2012 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 comprise of the following components.

- (i) Fixed Components 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 1 hereto (those reaching the maximum of the salary scales of the highest grade in each salary grade marked as** in the Annex 1 will be entitled for increments (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 01.01.2012.

- (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 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 Basic Salary.

5.2 Variable Component :- Basis of determination of Variable Component will be decided upon in the course of time'.

6. **Tax on emoluments** .- PAYE Tax on emoluments of staff will be borne by 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 at 31.12.2011 will be placed on 05th step of the relevant revised scale with effect from 01.01.2012

(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 and Investment Bank and the Ceylon Bank Employees' Union jointly agree to execute Collective Agreement for the year 2012 - 2014 subject to rectify possible anomalies associated with calculation of increments in the salary scales as corrected by other three Government Banks (Bank of Ceylon, Peoples Bank and National Savings Bank) that would arise subsequently to this revision.

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.

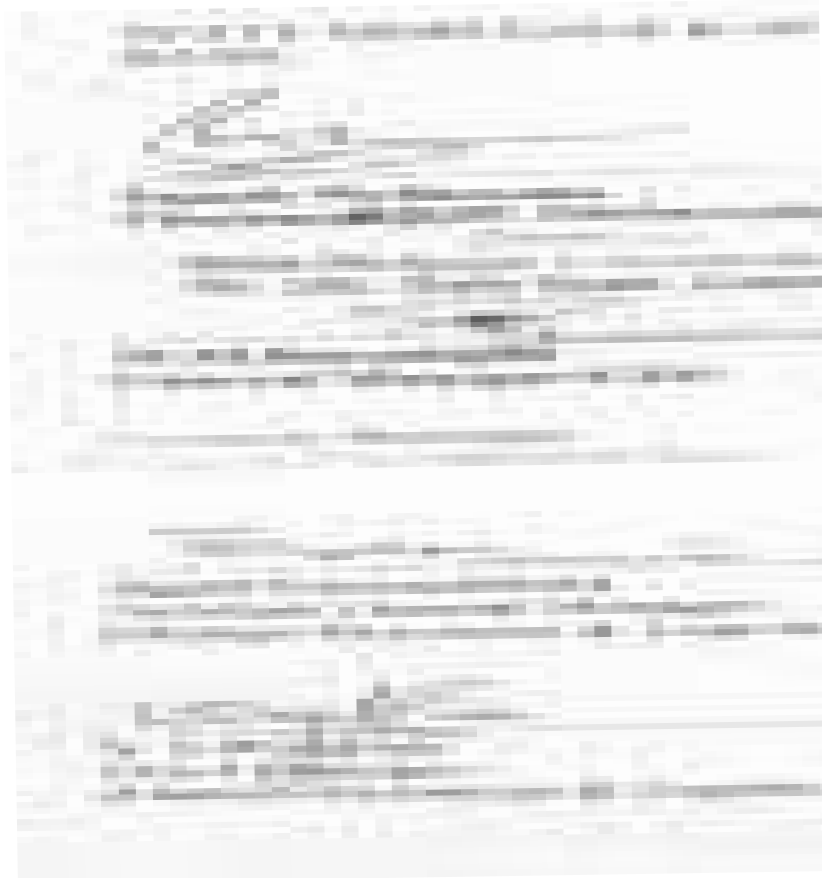
Other Commitments

9. 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.

10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concession 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 condition of employment of such concession shall continue to exist notwithstanding any thing to the contrary contained herein.

11. Where an employee was immediately prior to the date hereof entitled to become 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.

For and on behalf of the



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I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2013.03.25

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 25.03.2013

STATE MORTGAGE AND INVESTMENT BANK - SMIB

Annex I

(Salary Grades and Scales are applicable with effect from 1st January, 2012)

Salary Grade	Position	Peresent Salary Scale-Monthly Rs.	New Salary Scale- Monthly Rs.
01	Chief Manager Senior Accountant Internal Auditor	42,365-1,570x12-61,205	55,190-1,900x12-77,990
02	Manager Accountant Gr. I Branch Manager Marketing Manager	33,055-1,015x20-53,355	43,665-1,225x20-68,165
03	Deputy Manager Accountant Gr. II Administrative Officer Gr. II	27,680-890x20-45,480	35,800-1,045x20-56,700
04**	Assisant Accountant Assistant Internal Auditor Assistant Manager Marketing and Publicity officer	22,720-660x20-35,920	29,760-775x20-45,260
05(a)**	Confidential Secretary (Pr Gr)	19,400-500x20-29,400	25,570-580x20-37,170
05(b)**	Analyst/Progammer Staff Officer Gr. V	17,840-465x20-27,140	23,510-540x20-34,310
05(c)**	Confidential Secretary Gr.-II Data Control Assistant	16,880-395x20-24,780	22,250-460x20-31,450
06**	Senior Valuation Inspector Junior Executive Officer Book Keeper Gr. I Systems Operator Steno Typist Gr. I Data Proceession Clerk Gr. I	16,-025-375-375x20-23,525	21,235-435x20-29,935
07**	Banking Assistant Gr. I Valuation Inspector Computer Operator Gr. I Record Keeper	14,555-260x20-19,755	19,210-300x20-25,210

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

Note

** Those reaching the maximum continuously into withstanding

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Regional Development Bank, No. 278, Access Tower, Union Place, Colombo 02 the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Maradana, Colombo 10 of the other part on 24th day of August 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
07th day of March, 2013.

Collective Agreement No. 31 of 2012**COLLECTIVE AGREEMENT**

BETWEEN

Regional Development Bank, No. 278, Access Tower, Union Place, Colombo 02

of the one part

and

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

of the other part

This Collective Agreement made this Twenty Fourth day of August 2012, between the Regional Development 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 ' REGIONAL DEVELOPMENT BANK COLLECTIVE AGREEMENT with THE CEYLON BANK EMPLOYEES' UNION' for the period 1st January, 2012 to 31st December, 2014 (hereinafter referred to as "the Agreement")

A. GENERAL

1. **Employers to be covered and Bound.** - 1.1 This Collective Agreement shall cover and bind the Regional Development Bank known as employers which are parties to this Agreement.

2. **Employees to be covered and Bound.** - 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 First Schedule hereto.

3. **Date of Operation and Duration.** - This Collective Agreement is deemed to be in force from 1st January, 2012 and shall 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 before the 1st day of July 2014 and such notice shall not expire before the 31st day of December, 2014.

4. Matters Covered and Variation of Terms and conditions of Employment and Benefits.– 4.1 This Collective Agreement shall be in force until a new Collective Agreement is entered into between the parties.

4.2 The Union and the Bank shall not during the continuance in force of this Collective Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits presently applicable or enjoyed as provided for in this Collective Agreement other than by mutual agreement.

B. SALARY

5. Salary Components.– As from 1st January, 2012 each employee covered and bound by this Collective Agreement shall be paid upon and subject to the other terms and conditions herein contained.

- (i) Fixed Component linked to “Basic Salary” and related allowance.
- (ii) Variable Component linked to performance.

5.1.1. The Fixed Component comprises the following items.

- (i) Basic Salary as set out in Schedule I hereto.
- (ii) Allowances

In addition to the basic salary, the following allowances will be paid, effective from 1st January, 2012.

5.1.2. The Cost of Living Allowances shall be paid at the rate of Rs. 160 for each point of the New Colombo Consumer Price Index (NCCPL based 2002 = 100), the amount of which shall not be less than the amount paid for December 2011.

5.1.3. The Rent Allowance shall be paid at the rate of 20 % of the Basic Salary.

5.1.4. A Married Allowance of Rs. 130 will be paid to every married employee irrespective of whether the spouse is employed in the Bank or not.

5.1.5. 10% of the Basic Salary, Rent Allowance, Married Allowance and Cost of Living Allowance.

5.1.6. Salaries of staff grades listed in the table below will be adjusted by the applicable percentages in 2013 and 2014 respectively. The methodology of calculation of the adjustment will be an addendum to this agreement. The adjustments will be applicable to basic, rent and special allowance only.

Designation	Grade	2013 January %	2014 January %
Regional General Manager /SAGM	Special III	5	8.5
Assistant General Manager	Special IV	5	8.25
Chief Manager	Office I	4	6.25
Senior Manager	Office 2	4	4.2
Manager/Secretary I	Office 3-I	3	3.5
Deputy Manager/Secretary II	Office 3-II	1.5	3
Assistant Manager/Secretary III	Office 3 - III	1.25	0

5.2 VARIABLE COMPONENT

5.2.1 Basis of determination of Variable Component.– The component which is directly linked to performance relating to return on Assets, Deposit Mobilization and Non - Performing Loans, shall be computed on the following criteria.

5.2.2 Determination of Bench mark for Return on Assets.– An increase of 0.5% of the return on Assets for the year 2012 as against the year 2011 and a further 0.5% increase for the year 2013 as against the year 2012 and a further 0.5% increase for the year 2014 as against the year 2013.

However, in case bank maintaining a 4% or a higher percentage in any year bank should be considered as having reached the benchmark.

- 5.2.3 **Determination of Benchmark for Deposit Mobilization.**— Taking the immediately preceding year as the base year for every succeeding year eg. taking 2011, 2012 and 2013 as base years for 2012, 2013 and 2014 respectively commencing from year 2012 a 2% growth of the deposit portfolio withing the relevant year as against the respective preceding year.

eg. If the deposit growth for the year 2011 was 14% as against the year 2010, the benchmark for the year 2012 should be 16% as against 2011.

However, If the growth in the bank reaches 25% as against each previous year, it shall be considered as having reached the benchmark.

Accordingly, the growth of Normal Savings Deposits should be increase by an amount not less than 60% of the deposits mobilized in the year under consideration.

- 5.2.4 **Determination of Benchmark for Non- performing Loans.**— 3% reduction for the year 2012, 2013 and 2014 in the Non-Performing Loan portpolio as against the Non - Performing Loan Portpolios for the years 2011, 1012 and 2013 respectively.

However if the Non -Performing Loan Portpolio is maintained at the lowest point of 7% as against the loan portpolio , It is considered as having reached the benchmark.

In the computation of the benchmark, re-scheduled and written off loans will not be taken into account.

- 5.2.5 **Computation of Variable Component.**— (i) The allowance will be paid pro-rata basis after computing the number of days of participation in comparison to the number of days on which Mobile Services, Deposit Mobileization, Loans recovery and similar programmers are jointly conducted by the bank and the branch union of the bank for the advancement of the bank.

(ii) An employee who has participated in 80% or more of such programmers is considered as having 100% participation.

(iii) If the bank and the Union has not jointly conducted even one such programmer, clause 5.2.5(1) will not be applicable.

(iv) A variable component of Thrice the Basic salary for the years, 2012, 2013 and 2014 respectively shall be paid upon reaching the targets reffered to in 5.2 above.

(v) However in order to qualify for the maximum amount of variable component, the Benchmark herein before Stipulated , for items 5.2.2, 5.2.3 and 5.2.4 above should be exceeded. If any one or two of the indicators have exceeded the benchmark, the variable component shall be reduced up to 1/3 and 2/3 respectively.

- 5.3 **CONVERSION OF THE BASIC SALARY.**— 5.3.1 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. placed on a salary point, with at least one increment credit in the grade to which employee is promoted.

- 5.3.3 In the event of an employee being promoted to the next higher grade and the incremental value in the salary structure of the new grade is less than the incremental value he/she would have earned in the grade prior to promotion, the new salary placement point should be adjusted according to his/her higher incremental value he/she was enjoying in the grade prior to promotion.

- 5.3.4 Those promotes who are affected according to 5.3.2 and 5.3.3 simultaneously, his/her basic salary in the new grade should be adjusted first on a point to point basis and until such time his new incremental value exceeds the incremental value received in the present grade, his/her increments should be adjusted in the salary structure on the present incremental value.

Eg.- An employee promoted to grade 8-1 and would have earned a salary of Rs. 11,850/- in the grade 9-111 should be adjusted to the new basic salary of Rs. 12,040/- and 19 increments of Rs. 150/- and thereafter according to schedule 1, until his/her new salary increments exceeds Rs. 150/- in the new structure he/she should be granted increments of Rs. 150/- annually.

C. ALLOWANCES

6. **Difficult Station Allowance.**– 6.1 A payment of Rs. 1,500/- per month will be paid to an employee who works in a difficult station provided however the employee resides beyond 15 kilo meters from the work station.

6.2 In the event of an employee being transferred to another branch at his/her own will, for special reasons, such as sickness, taking care of children or their education, such employee is not entitled for this allowance.

6.3 **Difficult Stations.**– Deniyaya, Gonagalapura, Katuwana, Lunugamwehera, Mawarala, Morawaka, Neluwa, Pitigala, Suriyawewa, Talgaswala, Urubokka
Agarapathana, Kotagala, Laggala, Morayaya, Nildandahinna, Pundaluoya, Udadumbara, Udawela, Wilgamuwa
Aralaganwila, Bakamuna, Galamuna, Galenbindunuwewa, Galnewa, Pulastigama, Siripura
Anamaduwa, Galgamuwa, Mahawa, Mampuri, Mundel, Nawagattegama, Nikaweratiya, Palakuda, Polpitigama, Puttlam
Erathne, Kalawana, Kitulgala, Kolonna, Meegahatenna, Pothupitiya, Sri Palabaddala
Dehiattakandiya, Girandurukotte, Kandaketiya, Lunugala, Mahaoya, Mahiyanganaya, Pothuvil, Ridimaliyadda, Tanamalwila shall include newly opened northern and Eastern branches.

7. **Distance Station Allowance.**– 7.1 The distance station allowance shall be paid as follows:

(i) From 50 km to 80 km from the permanent residence of the employee	Rs. 2,625/-
(ii) From 80 km to 100 km from the permanent residence of the employee	Rs. 3,750/-
(iii) From 100 km and above from the permanent residence of the employee	Rs. 4,250/-

Employee's transferred to northern and eastern provinces except Ampara District are entitled to following allowances.

(iv) From 50 km to 150 km from the permanent residence of the employee	Rs. 11,000/-
(v) From 150 km and above from the permanent residence of the employee	Rs. 12,500/-

7.2 This payment shall be made to those who are transferred for exigencies of service or on disciplinary grounds.

7.3 Employees who work in uncongenial or highly uncongenial stations too are entitled to this allowance provided they comply with requirements stipulated in Clause 7.1.

7.4 In the event of an employee being transferred to another branch at his/her own will, for special reasons, such as sickness, taking care of children or their education, such employee is not entitled for this allowance.

7.5 Employees who are residing outside the operational area of the bank are not entitled to this allowance.

7.6 In the event of an employee claiming this payment by providing false information he/she shall be disciplinarily dealt with.

7.7 Distance will be rounded off to the nearest kilometer, eg. when the distance is 49 km or more, it will be reckoned as 50 km and when it is 79 km or more it will be reckoned as 80 km etc.

8. **Out of Pocket Allowance.**– 8.1 The officers who are called upon to work on holidays and beyond the normal working hours on weekdays will be paid an hourly allowance as follows:

<i>Grade</i>	<i>Allowance per hour</i>
Special 3 to Special 4	Not Entitled
Officer 1	Rs. 340/-
Officer 2	Rs. 315/-
Officer 3-1	Rs. 285/-
Officer 3-11	Rs. 260/-
Officer 3-111	Rs. 235/-
Officer 4	Rs. 190/-

- 8.2 Out of Pocket Allowance shall be paid for work performed for more than one hour and every completed 1/4 hour beyond normal working hours on week days.
- 8.3 For those working on holidays an additional 1/2 of the above rates will be paid over and above the amount computed for the number of completed hours worked.
- 8.4 For work performed beyond normal working hours on week days, this allowance will be paid for every completed hour not exceeding two hours a day, If the officer is required to work over and above the stipulated two hours prior approval should be obtained, and the allowance will be paid accordingly.
- 8.5 For work performed on holidays, this allowance will be paid only for a minimum of 4 hours, subject to a maximum of 8 hours a day.

9. **Overtime Payment.**- 9.1 The overtime shall be computed on the following formula for the categories of employees from 9-1 to 5-111.

$$\frac{\text{Gross Salary}}{30} \times \frac{1}{8} \times \frac{3}{2} = \frac{\text{Gross Salary}}{160}$$

9.2 Overtime payments shall be paid for work performed for more than 1/2 hour and every completed 1/4 hour beyond that.

10. **Meal and Accommodation Allowance.**- 10.1 The following amounts will be paid to those employees who are required to travel on official duty.

<i>Grade</i>	<i>Meal</i>	<i>Accommodation</i>
Special 3	Rs. 1,250/-	Rs. 2,500/-
Special 4	Rs. 1,000/-	Rs. 2,250/-
Officer 1 and 2	Rs. 800/-	Rs. 2,000/-
Officer 3-I and 3-II	Rs. 700/-	Rs. 1,750/-
Officer 3-III to Grade 4	Rs. 600/-	Rs. 1,500/-
Grade 5 -III to 6-I	Rs. 500/-	Rs. 1,400/-
Grade 7-III to 9-I	Rs. 400/-	Rs. 1,000/-

10.2 Meal allowance will be paid on the following basis.

3 to 6 hours	1/4 of the rate
6 to 12 hours	1/2 of the rate
12 hours and above	Full rate

10.3 Meal allowance will be paid subject to following terms.

- Work performed outside the branch should be beyond 10km in distance.
- Employees on temporary transfers and relief duty shall be entitled to this allowance.
- In the event of not affording 01 month's notice for transfers, this payment will be paid subject to a maximum of 14 days.
- The maximum number of days for relief duty shall be 14 days.

10.4 Accommodation Allowance will be paid subject to the following terms.

- Accommodation Allowance will be paid to those who travel beyond 40 kilometers and for a nights stay outside, which travel and stay exceed 12 hours.
- For those who are expected to stay out side the normal workstation over and above 24 hours, the subsistence allowance will be paid for the stay in excess of 24 hours outside the workstation.

10.5 Meal and Accommodation Allowance shall be paid subject to following common conditions.

- (i) Employees' shall not be entitled to any other allowances that they are normally entitled to claim from the bank for the period the Meal and Accommodation allowance is claimed, other than overtime or out of pocket allowance.
- (ii) In addition the actual expenses incurred on account of public transport, Both allowances will be paid on completion of 24 hours or more and over night stay.

11. **Field Officers' Combined Allowance.**– 11.1 The following daily allowances will be paid to Field Officers who are expected to carryout their duties in the field. This allowance will be paid to all officers irrespective of whether they are field officers or not for work performed outside the bank, such as loan inspections, credit follow up, loan recoveries etc.

2 to 5 hours	Rs. 140/-
5 to 8 hours	Rs. 190/-
8 hours and above	Rs. 230/-

11.2 Field Officers' Combined Allowance shall be paid subject to following common conditions.

- (i) Employees shall not be entitled to any other allowances that are normally entitled to claim form the bank for the period the field officers' combined allowance is claimed other than overtime or out of pocket allowance.
- (ii) In addition the actual expense incurred on account of public transport.

11.3 Inspection charges recovered from customers and paid by the bank will be treated as being in lieu of the field officers' combined allowance in respect of the period for which such payment have been made.

12. **Computer Operators' Allowance.**– 12.1 The employee whose primary function does not involve operation of computer shall be paid Rs. 30/- per day.

12.2 The Cashier too are entitled to this allowance.

12.3 In the event one computer being used by more than one employee the allowance shall only be paid on a per computer basis.

13. **Fuel Allowance.**– 13.1 The expenses incurred on account of travelling shall be paid as follows subject to the conditions set out under sub clauses 13.2 to 13.4 hereunder.

Bicycle	Rs. 10/- per km
Motor Cycle	Rs. 15/- per km
Three Wheeler	Rs. 18/- per km
Patrol Motor Vehicle	Rs. 27/- per km
Diesel Motor Vehicle	Rs. 35/- per km

13.2 Reimbursement shall be made only if the official travel by the personal vehicle is approved by the authorities concerned.

13.3 Reimbursement on account of Diesel and Petrol Motor Vehicles shall be made only to officers in Grade 3-III and above who have obtained prior approval.

13.4 It is agreed between parties to revise the fuel allowances corresponding to the percentage increase in the fuel prices based on the Colombo prices as at the end of 31st October, 2009.

13.5 A maintenance fee of 10% on the increase amount on fuel will be paid in addition to the fuel allowance.

14. **Cashiers' Risk Allowance and Key Allowance.**– 14.1 Where a Cashier is called upon to bear the cash risk, he/she shall be paid a daily allowance of Rs. 65/- per day and for those handling keys irrespective of the grade which he/she belongs to an amount of Rs. 50/- per day will be paid.

14.2 Those who are handling keys will be entitled to only a day's key allowance irrespective of the number of keys handled by them.

15. **Cash Transport Allowance.**— 15.1 An amount of Rs. 75/- per cash transport will be paid for those who are engaged in transporting cash to and from outside the bank premises subject to a maximum of Rs. 300/- per day.
- 15.2 However, this allowance will be paid subject to the condition that cash of at least Rs. 25,000/- from field collections is transported at a time.
16. **Black Light Allowance.**— 16.1 An amount of Rs. 15/- per day will be paid for those exercising authority on black light signature verification irrespective of the grade to which they belong.
- 16.2 However, if the cashier is expected to verify signature he/she shall be paid this allowance in addition to other allowances.
17. **Pawning Auction Allowance.**— 17.1 The employees who are called upon for pawning auctions will be paid either overtime or out of pocket allowance and subsistence allowance as appropriate.
- 17.2 In the event of out of pocket allowance payment, the allowance will be paid without any restriction of the maximum ceiling of 8 hours.
- 17.3 An employee who functions in the capacity of carrier in the course of the auction shall be entitled to either over time or out of pocket allowance as appropriate or an allowance of Rs. 3,500/- whichever is higher.
18. **Court Duty Allowance.**— 18.1 An amount of Rs. 250/- per day will be paid to employees on days he/she attends court on official duty.
- 18.2 In addition they shall be entitled to other allowances too.
19. **Training Attendance Allowance.**— 19.1 The following allowances will be paid per day to those who attend training courses or similar workshops of the bank in addition to travelling and subsistence. If meals are provided, subsistence will be deducted proportionately.
- | | |
|------------------------|-------------|
| Special 3 | Rs. 1,250/- |
| Special 4 | Rs. 1,000/- |
| Officer 1 to 3-I | Rs. 800/- |
| Officer 3-II to 3-III | Rs. 600/- |
| Officer 4 to Grade 5-I | Rs. 500/- |
- 19.2 Grade 6-III to Grade 9-I will be paid the allowance Payable to in the grade of Office 4 to grade 5-I if they attend as participants of a training workshop. If they attend any official duties to such training programme overtime and other allowances applicable to them will be paid.
20. **Meal Allowance.**— 20.1 An employee who is expected to be away from office on official duty during the period 1100hr and 1400hr will be paid an allowance of Rs. 125/- to become entitled to this allowance the employee, should at least be away on official duty for a period of 2 hours during the said period.
- 20.2 An employee who is expected to continue work at least 1/2 hour beyond 2000hr will be entitled to an allowance of Rs. 150/-
21. **Branch Managers Special Allowance.**— 21.1 Payment of special monthly allowance those who perform duties as Branch Managers, as following categories Grade A - 2,000/-, Grade B - 1,750/-, Grade C 1,500/-
22. **Special Allowance to Special Grade.**— 22.1 Payment of special monthly allowance of Rs. 25,000/- to Special Grade 3 (Regional General Manager / SAGM) Officers.
- 22.2 Payment of special monthly allowance of Rs. 22,500/- to Special Grade 4 (Assistant General Manager) Officers.
- 22.3 This allowance is in lieu of payments for work performed during holidays, fuel allowance, telephone allowance etc., which are being paid at present but not referred to in the Collective Agreement.

23. **Allowance for Conducting Prosecution and Typing Disciplinary Proceedings.**– 23.1 Payment of allowance for conducting prosecution in disciplinary inquiries and typing proceedings on the following basis.

	<i>Hourly payment for the duration of the inquiry</i>	<i>Preparation of Submission</i>
01. Prosecution officer		
i. Against Grade 4, officer and above	Rs. 200/-	Rs. 1,500/-
ii. Against Grade 6-1 to 5-111 employee	Rs. 200/-	Rs. 900/-
iii. Against employee Grade 7-111 and below	Rs. 200/-	Rs. 750/-
02. Typist	Rs. 150/-	

23.2 These payments are not applicable for inquiries conducted during holidays.

D. Welfare Schemes.–

24. **Insurance.**– 24.1 An insurance scheme in respect of all banks with the co-ordination of all banks has been introduced with effect from 1st January 2006 and will be continued annually without interruption.

24.2 Action will be taken to obtain insurance cover for each grade as follows.

Special 3 to Officer 1	Rs. 2,500,000/-
Officer 3-1 to Officer 2	Rs. 2,000,000/-
Officer 4 to Officer 3-11	Rs. 1,500,000/-
Grade 9-1 to Grade 5-111	Rs. 1,250,000/-

24.3 This insurance policy covers all forms of loss of life and total disability and payment of a certain percentage for part disability as agreed to with the insurance company.

24.4 An employee can at his discretion opt for an insurance cover applicable to a higher grade by paying higher premium, on their own accord.

25. **Tea Allowance.**– 25.1 An amount of Rs. 300/- per employee will be paid monthly as tea allowance.

25.2 Arrangements will be made for the preparation of tea in the work place, making use of this allowance.

26. **Cold Allowance.**– 26.1 The following allowance will be paid for those working in branches situated over and above 4,000 ft from the mean sea level.

Grade IV Officer and above	Rs. 1,000/-
Support staff, clerical and others	Rs. 750/-

27. **Telephone Allowance.**– Chief Manager Rs. 1,500/-

28. **Staff Loan Schemes.**– 28.1 **Consumption Loan**

28.1.1 A staff consumption loan scheme of Rs. 200,000/- at 5% interest per annum will be implemented in all the banks.

28.2 **Motor Cycle Loan.**– 28.2.1 A staff motor cycle loan scheme of Rs. 125,000/- at 5% interest per annum

28.3 **Housing Loan.**– 28.3.1 A staff housing loan of Rs. 1,000,000/- at 5% interest per annum will be implemented in all the banks.

28.3.2 Granting of a housing loan of Rs. 350,000/- at 5% interest per annum to employees who are unable to provide security in immovable properties repayable in 10 years with personal guarantee by two employees of the bank.

- 28.4 **Bicycle Loan.**— 28.4.1 A staff bicycle loan scheme of Rs. 5,000/- at 5% interest per annum will be implemented in all the banks.
- 28.5 **Distress Loan.**— 28.5.1 Under the staff distress loan scheme either an interest free loan of one month's gross salary recoverable in 12 monthly installments and / or 3 months gross salary at 7% interest recoverable in 36 monthly installments will be granted.
- 28.6 **Vehicle Loan.**— 28.6.1 A vehicles loan equal to 24 months of gross salary at the rate of 5% available to officers in grade 3-III and above. Subject to a maximum of Rs. 1,500,000/-
- 28.6.2 Loans for the purchase of Three Wheelers should also be granted under this scheme.
- 28.6.3 Staff vehicle loans recoverable in 7 years.
- 28.6.4 Any employee who has obtain vehicle loan will be eligible to apply for a another loan only on completion of 5 years form date of obtain of the loan previous loan
29. **Festival Advance.**— 29.1 An interest free festival advance of Rs. 15,000/- will be paid to an employee once a year recoverable in 10 monthly installments.
30. **Loan Assurance.**— 30.1 Loan assurance fund established by the bank will continue and all the staff taking loans have to be contributed 1% from the loans to the fund.
- 30.2 The bank also should contribute the same amount annually contributed by the staff.
31. **Medical Assistance Scheme.**— 31.1 Once and for all reimbursement of Rs. 500,000/- in respect of critical illnesses (to be defined) to an employee, the legitimate spouse and children.
- 31.2 Reimbursement of Rs. 100,000/- for purchase of medicine in respect of diagnosed long standing chronic illnesses (to be defined) subject to approval by Specialized Doctor.
- 31.3 (i) Normal medical expenses Rs. 10,000/-
(ii) Specialist medical expenses Rs. 25,000/-
(iii) Spectacles (once in 3 years) Rs. 5,000/-
(iv) Dental treatment Rs. 5,000/-
(v) Hospitalization charges Rs. 100,000/-
(provision to be made enabling utilization of accumulated unuse hospitalization charges for two years)
(vi) Maternity Allowance
(for first 3 children born in government hospitals)
Normal delivery Rs. 5,000/-
Forceps delivery Rs. 5,000/-
Caesarean Rs. 10,000/-

E. Statutory Allowances and Incentives

32. **Employees' Provident Fund and Employees' Trust Fund.**— 32.1 The Employees' Provident Fund contribution shall be 10% from the employee and 15% from the bank.
- 32.2 The Employees' Trust Fund contribution shall be 3% from the bank.
33. **Annual Bonus.**— 33.1. Action will be taken to pay thrice the basic salary or twice the gross salary of an employee whichever is higher as annual bonus.
- 33.2 Action will be taken to pay 1/4 the bonus at the end of March and the other 3/4 at the end of the year or the full bonus at the end of the year at the discretion of the bank.
- 33.3 In the event of annual profit targets being exceeded, it is agreed to pay additional bonuses as decided by board of directors.

34. **EPF and ETF contributions on holiday pay and encashed accumulated leave.**– 34.1. EPF and ETF contributions in terms of clause 30 above will be made on holiday pay and encashed accumulated leave in terms of relevant legislations and the EPF code.
35. **Payment of day's pay for holiday work.**– 35.1. Action will be taken to grant lieu leave for working on weekends or public holidays.
- 35.2 If an employee has worked for not less than 28 hours in the relevant week, he can be deployed on weekend duties, depending on the exigencies and with approval.
- 35.3 Overtime should be paid for work done on weekends and in addition lieu leave should be granted in the following week.
- 35.4 If lieu leave cannot be granted for work done on weekends, a day's pay should be paid instead. The General Manager or an officer authorized by him will decide whether to grant lieu leave or payment of day's pay.
- 35.5 After deciding to grant lieu leave for work done on weekends, if such leave cannot be granted in the following week, the employee concerned can apply for the day's pay within the next two weeks.
- 35.6 Government declared statutory holidays
Thaipongal Day
National Day
Day prior to Sinhala and Hindu New Year
Sinhala and Hindu New Year Day
May Day
Holy Prophet's Birth Day
Day Following Vesak Full Moon Day
Christmas Day
- 35.7 A days lieu leave should be granted for work performed on a public holiday before 31st December of that year and in the event the bank is unable to grant such leave, two days pay should be paid on account of such work performed.
- 35.8 6 hours work should be lone to become entitled for a day's pay and 4 hours work for 1/2 day's have been performed on a public holiday.
- 35.9 Overtime can be claimed for work performed beyond 6 hours on public holidays.
- 35.10 Only overtime will be payable for working on poya days.
- 35.11 Work performed on a public holiday which falls on a weekend will be paid on the basis that it is a normal weekend.
- 35.12 A days pay of an employee is computed as follows "Gross monthly salary/30".
36. **Encashment of accumulated leave.**– 36.1 7 days out of 14 days annual sick leave entitlement could be accumulated up to a maximum of 42 days.
- 36.1.1 1 1/2 days pay for each day of unveiled sick leave will be paid subject to a maximum of 7 days, provided however 14 days could be in cash if the accumulated sick leave exceed 42 days.
- 36.2. An employee must necessarily take 7 days out of the 21 days privilege leave during the relevant year.
- 36.2.1 1 day's pay will be paid for each day up to 14 days accumulated leave out of the 21 days privilege leave.
- 36.3. 1 1/2 days pay for each day will be paid for 7 days casual leave.
- 36.4 The maximum number of days in cashable leave is 30 days.
- 36.5 The balance leave after encashment can be availed of up to end of March in the following year.

36.6 Employees who do not want to in cash their accumulated leave can carry for ward all such leave to be taken as leave prior to retirement.

36.7 In case the employee does not use available leave preparatory to retirement at the time of retirement, such leave can be in cashed based on the last salary drawn by the employee.

37. Retirement Policy.- 37.1 An employee's optional age of retirement is 55 years.

37.2 Subject to the provisions in the following sub-sections an employee can continue to serve until 57 years of age without an annual extension of service.

37.2.1 An employee after completing 55 years of age can at his discretion retire after giving 3 months prior notice to the bank.

37.2.2 The management has the right to retire and employee who has passed 55 years of age after giving 3 months notice if the bank decides that his efficiency and service record are not satisfactory. If an employee is so retired, the management must so inform the employee in writing 3 calendar months before the date of retirement.

37.2.3 The Board of Directors of the bank which is the appellate authority is empowered to revise, change or cancel an order of the bank sa appropriate in respect of a service extension upon the employee affected by such order making an appeal, considering facts mentioned in such appeal.

37.3 The bank has the authority to extend the services of an employee from 57 to 60 years of age subject to the following provisions depending on the exigencies of service.

37.3.1 An employee who wishes to serve beyond 57 years of age should submit his application for such extension to the secretary, committee for extension of service through the branch manager/head of branch every year. The application for the first such extension should be made 6 months before the date of reaching 57 years of age and thereafter applications for extension up to 60 years should be made 3 months prior to the commencement of the extension. The said committee should decide regarding granting the extension after considering such application.

37.3.2 On the recommendation of the service extension committee, the Board of Directors will make the final decision which should be conveyed to the employee in writing.

37.3.3 Service should not be extended for a period more than one year at a time.

37.4 Where the employee seeking the extension is in officer grade 2 or of the lower grade the service extension committee will comprise of the General Manager (Chairman) Chief Manager - Adm/HR (Secretary), Chief Manager - Internal Audit and the Zonal / District/Regional Manager of the employee.

37.5 Where the employee seeking the extension is in a grade from officer grade 1 to special grade 2, the committee will consist of the Chairman (Committee Chairman), 2 Directors nominated by the Board of Directors and the General Manager (Secretary)

37.6 If an employee who has been informed of the date of retirement in the manner mentioned in 38.2.2 above, wishes to seek an extension can obtain such extension up to 57 years of age after following the procedure laid down for obtaining extension beyond 57 years of age.

F. STAFF STRUCTURE

38. Office Assistant Grade.- 38.1 The grade hitherto known as peon (KKS) will henceforth be known as "Office Assistant" grade.

39. Stenographers Closed Service.- 39.1 Stenographers grade 1, II and III will be constituted as a closed service parallel to Banking Assistant Grade I, II and III.

39.2 Further all banks agree to establish Secretary grade 1, II and III parallel to Officer grade 3-111, 3-II and 3-I as higher grade in the Stenographers service.

- 39.3 It is agreed to hold an Efficiency Bar examination in accordance with a methodology agreed to with the union to absorb employees now in the Typist service to Stenographers service and absorb employees who so qualify early.
- 39.4 The total period of service of these employees should be considered as service in the Stenographers service in determining the salary step on which they should be placed on absorption to the Stenographers Closed Service.
- 39.5 Typists who do not possess stenography qualifications should be absorbed into the Banking Assistant grade. On absorption, they should be placed on the nearest salary step in the Banking Assistant salary scale taking into account the increments they have earned.
40. **Senior Driver.**- 40.1 Action will be taken to designate employees in the Driver grade III who have earned 6 increments as "Senior Driver"
- 40.2 Additional 2 annual salary increment to be granted when placing them on the relevant salary point on such redesignation.
41. **New Recruitments to Banking Assistant and Management Trainee.**- 41.1 Payment of monthly allowance of Rs. 14,000/- during the 1st year of training and an allowance of Rs. 17,000/- for the 2nd year to recruits Banking Assistant.
- 41.2 Payment of monthly allowance of Rs. 20,000/- during the 1st year of training and an allowance of Rs. 22,000/- for the 2nd year to recruits Management Trines.
- 41.3 On completion of the two year training period, which is considered to be the probationary period, they should be placed on the initial salary step of the Banking Assistant grade 1 as provided in the Collective Agreement.
- 41.4 At the end of the probationary period, they should be confirmed in permanent service with effect from the date of recruitment.
- 41.5 In respect of recruits from outside sources to other grades, Training Allowance should be computed proportionately, taking into account the percentage difference between the Gross Salary payable to Banking Assistant grade 1 in terms of the Collective Agreement and the allowances referred to in clause 42.1.

G. Special Agreements

42. **Special Conditions of the Agreement.**- 42.1 Bank should make every effort to increase in December 31, 2012 the Net Profit Ratio (Profit before Taxation \times 100 / Total income) achieved as at December 31, 2011.
- 42.2 All parties agree that in the event of the Net Profit Ratio being achieved in excess, additional bonuses will be paid to all employees.
- 42.3 It is agreed to implement structural changes in order to maintainig the Net Profit Ratio in terms of clause 43.1 above and steps taken for improving the banks' image and their market share in consultation and agreement with the union.
- 42.4 It is agreed to prepare a concerted programmer jointly by managements of the respective bank with the branch union, and the union enabling every bank employee to perform a special day's service during each calendar month as provided in clause 5.2.5 (i) above.
- 42.5 It is agreed to hold joint Progress Review meetings of all banks to review the progress of banks once in every two months.
- 42.5.1 It is agreed to pay attention to minimize expenditures such as overtime which has to be curtailed, maintenance of vehicle and fuel, various forms of financial assistance given to third parties and control unnecessary expenditure and control any irregular granting of loans that may come to light.
- 42.5.2 Further, it is agreed to take appropriate steps to improve the productivity of any one bank and / or region and / or branch of the relevant bank in accordance with facts presented to such joint progress review meeting and effect transfers and assignment of employees as may become necessary in agreement with the union.
43. All terms and conditions included in the previous agreements but not covered by this agreement will remain unchanged.


Mrs. Keshila Jayawardena
Chairperson
Mr. Ashoka Thennakoon
DGM - HR/ Administration/ Ope
Mr. Anurupala Gamage
President
Mr. Wimal Chandraseena
President - Development Bank Br

SCHEDULE 1

Designation	Grade	Basic Salary Scale
Regional General Manager /SAGM	Special 3	<u>49340 - 79340</u> 2000 * 15
Assistant General Manager	Special 4	<u>36285 - 58785</u> 1500 * 15
Chief Manager	Officer I	<u>31555 - 50305</u> 1250 * 15
Senior Manager	Officer 2	<u>26175 - 46175</u> 1000 * 20
Manager/Secretary I	Officer 3-1	<u>22215 - 38215</u> 800 * 20
Deputy Manager/Secretary II	Officer 3-II	<u>20205 - 32205</u> 600 * 20
Assistant Manager/Secretary III	Officer 3 - III	<u>17545 - 25545</u> 400 * 20
Office Training	Grade 4	<u>15000 - 15900</u> 300 * 3
Banking Assistant III / Stenographer III	Grade 5 - III	<u>14980 - 19980</u> 250 * 20
Banking Assistant II / Stenographer II	Grade 5 - II	<u>13300 - 17300</u> 200 * 20
Banking Assistant I / Stenographer I	Grade 5 - I	<u>11800 - 15300</u> 175 * 20
Typist III	Grade 6 - III	<u>12670 - 16670</u> 200 * 20
Typist II	Grade 6 - II	<u>11700 - 15200</u> 175 * 20
Typist I	Grade 6 - I	<u>10400 - 13400</u> 150 * 20
Driver III/ Senior Driver	Grade 7 - III	<u>10910 - 14910</u> 200 * 20
Driver II	Grade 7 - II	<u>9950 - 13450</u> 175 * 20
Driver I	Grade 7 - I	<u>9200 - 12200</u> 150 * 20
Poen III	Grade 8 - III	<u>9950 - 13450</u> 175 * 20
Poen II	Grade 8 - II	<u>9100 - 12100</u> 150 * 20
Poen I	Grade 8 - I	<u>8350 - 10550</u> 110 * 20
Labour III	Grade 9 - III	<u>9000 - 12000</u> 150 * 20
Labour II	Grade 9 - II	<u>8335 - 10835</u> 125 * 20
Labour I	Grade 9 - I	<u>7840 - 9840</u> 110 * 20