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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2305/05 – 2022 නොවැම්බර් 07 වැනි සඳුදා – 2022.11.07
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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1861.

THE INDUSTRIAL DISPUTES ACT – CHAPTER 131

THE Collective Agreement entered into between Seylan Bank PLC, No. 90, Seylan Towers, 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 April 2022 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 05
19th October, 2022.

Collective Agreement No. 08 of 2022

COLLECTIVE AGREEMENT

between

SEYLAN BANK PLC

and

THE CEYLON BANK EMPLOYEES' UNION

2022-2023



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This Collective Agreement made on this 06th April 2022 between Seylan Bank PLC having its office at No. 90, Seylan Towers, Galle Road, Colombo 03 (hereinafter referred to as “the Bank” or “the employer” as relevant)

of the One part

and

The Ceylon Bank Employees’ Union, a Trade Union duly registered in Sri Lanka and having its registered office at No. 20 , Temple Road , Colombo 10 (hereinafter referred to as “the Union”)

of the Other part

WHEREAS the Union made requests for a salary and benefits increase in respect of the employees covered and bound and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder:

1. **Parties to Be Covered and Bound.**– This Agreement Shall cover and bind the Seylan Bank, Ceylon Bank Employees’ Union and members of the Union employed on a permanent contract of employment by the Bank and who are employed in the categories as set out in Schedule I or in allied grades as at the date of this Agreement.

2. **Date of Operation and Duration.**– Unless otherwise stated elsewhere, this Agreement shall come into force with effect from the 1st day of January 2022 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act, but no such notice shall be given before the 31st day of December 2023. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st September 2023.

3. **Matters Covered and Bound.**–

- (a) This agreement shall be in full and final settlement of all matters covered herein 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, except to the extent agreed.
- (b) Employer and 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, presently applicable or enjoyed as provided for in this Agreement, other than by mutual agreement of the parties.

4. **Implementation of Employees Benefits.**– All employee benefits stipulated herein, other than items, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 25 which will operate with effect from 1st April 2022, shall come into effect from 1st January 2022 for all eligible employees in active service at the time of executing the agreement.

5. **Revision of Salaries.**– Bank will revise the basic salaries of employees covered and bound by this agreement, by the percentages indicated below. The revision will be applied to the basic salary payable to the employees as at 31st December of the previous year.

	2022	2023	Total
Grades up to AMG excluding	11%	7.5%	18.5%
MGR ,SMG & AMGs functioning as BMG (Performance based revision with Following effective rates*)	13%	9.8%	22.8%

Salary revisions of MGR and SMG grades for 2022 and 2023 will be based on their individual performance evaluation ratings of 2021 and 2022. The rating allocation and the mechanism will be announced to the relevant staff upon signing the agreement.

Inclusion of Branch Managers in the grade of AMG to the performance based salary revision scheme will be with effect from year 2023 (based on 2022 appraisal ratings) upon receiving written confirmation on the rollout mechanism from both unions on or before 30th September 2022.

Increment of LKR 2,300/- currently paid to GOAs on completion of 15 years service will be remain unchanged.

Starting salary of each grade to be increased according to the revision rates of each year and any exceptions to be agreed with the unions.

6. **Annual Increments.**— The Bank shall continue to make performance based annual increments to employees covered and bound up to the grade of Assistant Manager, based on the revised scheme with effect from 2022 as follows:

	Applicable no. of increment units for each appraisal rating
A	6
B - High	4.5
B -Standard	4
C -High	2
C -Standard	1.5
D	0.5

- Value of the increment units applicable to each staff grade to be increased by 20% with effect from 2023.

7. **Annual Bonus.**— It is agreed that the bank may pay bonus equivalent to two (2) months basic salary as determined by the bank each year, based on profits made during the year.

Without prejudice to the above, bank may decide and implement any other formula for a bonus scheme for employees.

8. **Leave Incentive.**— It is agreed that the bank shall continue to pay half-a month basic salary per year, as Leave Incentive for all confirmed employees who utilize Annual Leave continuously for 7 working days in one installment.

9. **Travel Incentive.**— (Formerly known as Fuel reimbursement) It is agreed that the bank shall continue to pay Travel incentive on a monthly basis, to its employees as follows:

Grade	BOF	EXO I	EXO II	AMG	MGR	SMG
Amount (LKR)	6,075/-	13,500/-	14,850/-	17,650/-	20,500/-	24,000/-

10. **Private Telephone Rental & Call Charges.**— It is agreed that the bank shall continue to reimburse on a monthly basis, telephone bills (including rental, call charges, taxes and other charges etc.) of fixed line and mobile telephones rented from any telecommunication company, to employees of the following grades, on submission of bills, subject to the maximum limits stipulated below:

10.1 Private Telephone Rental and Call charges -Applicable grades:

<i>Grade</i>	<i>BOF</i>	<i>EXO I</i>	<i>EXO II</i>	<i>AMG</i>	<i>MGR</i>	<i>SMG</i>
Amount (LKR)	Nil	Nil	Nil	1,500/-	1,700/-	1,800/-

10.2 Staff in the grades of EXO I and EXO II who are functioning as Assistant Branch Managers: LKR 1,300/-

11. Annual Health Incentive, Spectacles and Dentures expenditure.–

11.1 Health Incentive

It is agreed that the bank shall continue to pay Health Incentive for employees as follows:

<i>Grade</i>	<i>2022-2023 (LKR)</i>
GOA I & GOA II	29,000/-
BKA I/BKA II/ BOF/ SSC / SEC	31,000/-
EXO- I/EXO - II & ESC	32,000/-
AMG/MGR/SMG	35,000/-

11.2 Spectacles or Dentures - Supported by bills

<i>Grade</i>	<i>Entitlement (LKR) 2021-2023</i>
All Grades (Permanent staff)	25,000/- for three years.

12. **Teller Incentive.–** Bank will continue to pay teller incentives to employees who perform teller functions as follows:

<i>Position</i>	<i>Entitlement per event (LKR)</i>
Teller	Rs.100/- Per day (Maximum LKR 2,000/- per month)
Chief Teller	Rs.125/- Per day (Maximum LKR 2,500/- per month)

13. **Difficult Station Incentive.** - It is agreed that the bank shall continue to pay difficult station incentive (which is subject to review) for the employees who serve in the following Branches/Convenient centers, provided the home station of such employees are more than 35 km away from the Branches/ Convenient Centres.

Branch/ Extension office/ Area office	Amount per month (LKR)		
	BMG	ABM	Other Staff
CAT-I Aralaganwila, Akkareipattu, Chankalady, Chankannai, Chavakachcheri, Chunnakam, Kalmunei, Kalawanchikudy, Kalpitiya, Kanthale, Kilinochchi, Manipay, Mannar, Manampitiya, Mulathivu, Nellyady, Padaviya, Pothuvil, Samanthurei, Siyabalanduwa, Udappuwa, Bogawanthalawa, Galenbindunawewa, Dehiattakandiya, Ampara, Mahiyanganaya, Monaragala	12,500/-	10,000/-	7,500/-
CAT -II Ambalanthota, Eppawala, Madawachchiya, Nochchiyagama, Dummalasuriya, Kaththankudy Katharagama, Vavuniya, Trincomalee	10,000/-	7,500/-	6,000/-
CAT -III Baduraliya, Beliatta, Bowatte, Embilipitiya, Hatton, Hingurakgoda, Kaduruwela, Kamburupitiya, Nuwara Eliya, Thalawakele, Welimada, Puttalam, Jaffna, Baticaloa, Tissamaharama, Hambantota	7,500/-	6,000/-	5,000/-

14. **Reimbursement of Official Travelling Expenses.** - Bank shall continue to reimburse Official travelling expenses as follows:

14.1 Using own vehicle for pre agreed official travel.

Grade	Entitlement (LKR)
AMG to SMG including (BMGs and DBMs) LEO's	LKR 41/- per km (for use of Motor cars)
EXO 11 and below	LKR 20/- per km (for use of Motor cycle)

14.2 Using company maintained/ facilitated vehicles for official travel.

Grade	Entitlement (LKR)
All Grades	LKR 28/- per km

14.3 Travelling expenses for attending training programs and seminars.

Grade	Entitlement (LKR)
EXO-II/EXO-I/LEO-11/ BOF and below	Actual train fare /Bus fare (Including intercity)
AMG/LEO-111 and above	For distance between 25-50 km LKR 750/- Thereafter LKR 20/- per km

15. **Reimbursement of Subsistence and Lodging Expenses.**– Bank shall reimburse subsistence and lodging expenses to employees as follows:

15.1 SUBSISTENCE

Subsistence expenses will be reimbursed, when performing official duties outside employee's permanent work station in the following manner:

<i>Subsistence & Lodging</i>	<i>2022</i>	<i>2023</i>
GOA1 & GOA 11 3-8 Hrs 8-12 Hrs 12- 24 Hrs	450.00 650.00 950.00	500.00 700.00 1,000.00
BKA, BOF/SEC 3-8 Hrs 8-12 Hrs 12- 24 Hrs	600.00 750.00 1,050.00	650.00 800.00 1,100.00
EXO 1,EXO 11 3-8 Hrs 8-12 Hrs 12- 24 Hrs	650.00 850.00 1,150.00	700.00 900.00 1,200.00
AMG/ MGR 3-8 Hrs 8-12 Hrs 12- 24 Hrs	700.00 950.00 1,250.00	750.00 1,000.00 1,300.00
SMG 3-8 Hrs 8-12 Hrs 12- 24 Hrs	750.00 1,050.00 1,450.00	800.00 1,100.00 1,500.00

15.2 SUBSISTENCE AND LODGING (COMBINED)

Subsistence and lodging expenses will be reimbursed, when performing official duties (including participation of training programmes exceeding one day) beyond 40 km from the place of work or residence, whichever is closer, with an overnight stay, away from the permanent station.

<i>Grade</i>	<i>Entitlement per event (LKR)</i>
GOA I & GOA II	3,500.00
BKA I, BKA II,BOF ,SEC	4,100.00
EXO I, EXO II & ESC	4,600.00
AMG/MGR	5,200.00
SMG	7,000.00

16. **Disturbance Incentive.**— Bank shall pay Disturbance Incentive to the employees, who are attend to special call of duty after 7.00 pm and before 7.00 am on weekdays and on holidays, irrespective of set time limits. However, when attending to this special duty Overtime (OT) and Out of Pocket of Expenses (OPE) payment will not be applicable.

E.g. :- ATM breakdowns, CDM cash unloading etc.

<i>Grade</i>	<i>Entitlement per event (LKR)</i>
Below BKA	350/-
BKA up to EXO-11	450/-
AMG and above	550/-

17. **Reimbursement of Rent Expenses.**— Bank shall reimburse rent expenses to female employees, who work in branches beyond 35 km from their permanent residence, where quarters have been provided for male employees. The male employees who are entitled for quarters, but not provided with such facilities will also be entitled for this reimbursement.

In the event of a Staff member who is residing in outstation is transferred to Colombo strictly on bank's business requirements, he/she is also entitled for this reimbursement with effect from date of this agreement. Staff members who are already in this category and staff members who newly recruited and appointed to Colombo locations are not entitled for this reimbursement.

A duly completed Rent Incentive Form (RIF) signed by the staff member and the Branch Manager/Head of the department should be filed in the branch for audit purposes.

<i>Grade</i>	<i>Entitlement per month (LKR)</i>
All grades (applicable)	7,500/-

18. **In Charge Incentive.**— Bank shall pay in-charge incentives on monthly basis for ARM's, Deputy ARM's, Branch Managers as follows:

<i>Grading of Branch & Employee category</i>	<i>Entitlement per month (LKR)</i>
BMG- Grade V	9,000/-
BMG- Grade IV	9,000/-
BMG- Grade III	10,000/-
BMG- Grade II	11,000/-
BMG- Grade I	15,000/-
BMG- Super Grade	17,500/-
Deputy ARM's	17,500/-
ARM's	25,000/-
Hub Head	20,000/-

- ABMs in the grade of AMG and above will be paid an incentive of LKR 2,500/- per month.
- Additional Incentive for holding higher grade authority as a Branch Manager for BMGs in EXO 1, EXO 2 and AMG grades.

	<i>Grade 5</i>	<i>Grade 4</i>	<i>Grade 3</i>	<i>Grade 2</i>	<i>Grade 1</i>	<i>Super grade</i>
EXO1 / EX02	Nil	Nil	5,000/-	5,000/-	7,500/-	10,000/-
AMG	Nil	Nil	Nil	Nil	7,500/-	10,000/-

19. **Reimbursement of Meal Expenses.**– Bank shall reimburse meal expenses of employees in the grades of Sub officers and below, attending to urgent work necessitating late hours after 9.00 pm on working days. Employees who work on flexible work arrangements will have to complete 13 hours of continuous work to be entitled for this reimbursement.

<i>Grade</i>	<i>Entitlement per event (LKR)</i>
BOF and below	400/-

20. **Reimbursement of Tea Expenses.**– Bank shall reimburse tea expenses for employees in the grades of EX0-1 and above attending to specially assigned work before 7.30 am.

<i>Grade</i>	<i>Amount (LKR)</i>
EX0-1 and above /ESC	300/-

21. **Out of Pocket Expenses.**– Bank shall reimburse Out of Pocket Expenses incurred by employees in the grade of EX0-1 and above, attending to urgent work necessitating late hours of work on weekdays/ Holidays as follows:.

21.1 Weekdays

<i>Grade</i>	<i>Time /Hours</i>	<i>Entitlement (LKR) 2022 - 2023</i>
EXO- I& II/ ESC	7.00 pm. to 9.00 pm.	875/-
	9.00 pm. onwards	925/-
AMG & Above	7.00 pm. to 9.00 pm.	925/-
	9.00 pm. onwards	1,050/-

21.2 Holidays

<i>Grade</i>	<i>Time /Hours</i>	<i>Entitlement (LKR) 2022 - 2023</i>
EXO- I& II/ ESC	4 Hrs	1,575/-
	6 Hrs	1,900/-
AMG & Above	4 Hrs	2,150/-
	6 Hrs	2,500/-

21.3 Special incentive for weekend Banking

Employees in the Grade of EX0-1 and above assigned by the Branch Manager on rotational basis to attend to weekend Banking are entitled for this incentive.

Grade	Entitlement per event (LKR)	
	2022	2023
EXO- I& above (4 Hrs per Day)	2,900/-	2,900/-

21.4 365 days banking

Grade	Entitlement per event (LKR)	
	2022	2023
EXO- I& above (4 Hrs shift)	3,225/-	3,225/-

21.5 Special Campaign/ Promotions on Holidays

OPE rates will be applicable for employees in the grade of EXO- I and above, who are engaged in campaigns organized by Branch/regional level. Employees up to the grade of Banking Officer will be entitled for overtime for such campaigns.

However this does not apply for larger Campaigns/ Promotions when the entire Bank staff is expected to participate and contribute. (Door to door campaigns etc.)

22. **Additional Risk Incentives to staff:–**

22.1 Additional risk Incentive to staff attached to CCH/SPD

Grade	Entitlement per month (LKR)
Staff in GOA Grade attached to CCH/SPD stores	6,000/-

22.2 Court Attendance Incentive

Grade	Entitlement per event (LKR)
Staff who are representing the bank for court cases (Other than legal officer)	750/-

23. **Surgical and Hospitalization Cover:–** Bank shall provide a Surgical and Hospitalization insurance cover to all permanent employees of the Bank and their dependents as follows:

Grade	Entitlement per annum (LKR)
All permanent employees, their spouses and children under 21 years of age who are not employed	90,000/-

Unmarried permanent employees who are above 40 years will be entitled to a limit of LKR 120,000/- per annum.

It is agreed to consider reviewing the surgical & Hospitalization limits once in every two years with looking at possibilities of increasing the limits by 5%.

24. **Life Insurance Cover.**– Bank shall provide insurance cover on life, accident and critical illness to all permanent employees as follows:

Grade	Insurance cover (LKR)		
	Life	Accidental death	Critical illness
Up to BOF	2,000,000/-	4,000,000/-	1,000,000/-
EXO-I/EXO-11/ESC	2,250,000/-	4,500,000/-	1,250,000/-
AMG/MGR	2,500,000/-	5,000,000/-	1,500,000/-
SMG	2,750,000/-	5,500,000/-	1,750,000/-

25. **Incentive for Temporary Signing Authority, Pawning and Multiple Service counter.**– Bank shall pay special incentives for employees who exercise temporary signing authority as follows:

25.1 Temporary Signing Authority incentive.

Temporary Signing Authority	Entitlement per month (LKR)
"A" Grade	6,500/-
"B" Grade	4,500/-

The above incentive will be applicable only to the employees who exercise temporary signing authority. Those who exercise temporary signing authority for a period less than One month will be paid on pro rata basis.

25.2 Pawning incentive.

Grade	Entitlement per month (LKR)
BOF's function as pawning officers	175/- per day (Maximum 3,500/- per month)

25.3 Multiple service counter incentive.

Grade	Entitlement per month (LKR)
Below BOF	140/- per day (Maximum 2,800/- per month)
BOF	200/- per day (Maximum 4,000 per month)

Multiple Service counter Incentive and Teller Incentive could not be claimed simultaneously.

26. **Honorarium payments.**— Bank shall pay Honorarium subject to the stipulated guidelines as follows:

Intermediate Applied Banking & Finance	- LKR 20,000/-
Diploma in Applied Banking & Finance	- LKR 25,000/-
Post Graduate Executive Diploma in Bank Management	- LKR 35,000/-
Recognized degree / MBA	- LKR 30,000/-

Annual Membership subscription reimbursement of one selected professional qualification.

27. **Leave entitlements (per annum).**—

<i>Leave type</i>	<i>Entitlement per annum (number of working days)</i>
Annual leave	21
Casual Leave	7
Sick Leave	21

28. **Trade Union Action.**—

(a) Matters Related and Covered in the Agreement

- (i) The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement. However, a dispute arising out of a failed negotiation for a fresh Collective Agreement after 31st day of December 2023, cannot be construed interpreted and/or implied by the Employer as a dispute related to this Agreement.
- (ii) In the event there been no satisfactory settlement of the dispute arising out of a failed negotiation for a fresh Collective Agreement aforesaid, and if the parent union decides to resort to any form of trade union action, the parent union shall give at least fourteen (14) days' notice in writing to the Bank, the Employers' Federation of Ceylon and the Commissioner General of Labour before the date of such trade union action. However such notice shall not be given prior to 31st March 2023.

(b) Matters Not Related and Not Covered in this Agreement

The Union and its members covered and bound by this Agreement, jointly and severally agree with the Bank that during the continuance in force of this Agreement, they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank, in respect of any dispute that may arise on any matter not related to this Agreement, until

- (i) The branch Union of the bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intentions to refer such matters to the parent Union (the Ceylon Bank Employees Union)
- (ii) The parent union (the Ceylon Bank Employees Union) has intervened in the matter and exhausted all forms of conciliation to resolve such dispute amicably with the bank and/ or the Employers' Federation of Ceylon.

- (iii) In the event of there being no settlement of conciliation aforesaid, the Parent union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner of Labour.

29. **Union Check-off Facilities.**— During the continuance in force of this Agreement and provided the Union has not less than forty (40) percent membership among the employees covered by this Agreement, the Bank shall continue to grant check-off, provided however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of trade union actions being taken by the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

30. **Implementation and Interpretation of this Agreement.**—

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented, such matter shall be dealt with by a Monitoring Committee set up by the Bank, consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon, setting out the cause of complaint.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

31. **Consequences of Termination of Agreement.**— On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/or its members shall *ipso facto cease*.

32. **Definitions.**—

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Banks/Bank/Employer

Seylan Bank PLC

Employee

An employee covered and bound by this Agreement as set out in Schedule I or in allied grades.

Union

Ceylon Bank Employee's Union

Dispute

A dispute shall have the same meaning as described in Industrial dispute Act No. 43 of 1950.

Salary

Shall mean the Basic Salary

Words importing the masculine gender shall include the feminine

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

In witness hereof the part


 For and on behalf of SEYLAN BANK PLC under
 No. 2206 dated 17.02.2022 attested by T P Ka


Ramesh Jayasekara
 Acting Chief Executive Off
 Seylan Bank PLC


 J Amarasinghe
 Deputy General Manager
 Seylan Bank PLC

Jayantha
 Deputy General
 Seylan Town
 No. 90, Gal
 Colombo 3

Witnesses:


 Vajira Ellepola
 Deputy Director General
 The Employer's Federation


 Amanthi Motha
 Chief Manager (HR)
 Seylan Bank PLC

SCHEDULE I

Categories of Employees Covered and Bound:

A. Executives

1. Senior Manager (SMG)
2. Manager (MGR)
3. Assistant Manager (AMG)
4. Executive II (EXO 2)
5. Executive I (EXO 1)
6. And, employees in grades allied to those stipulated in 1-5 above

B. Non- Executives

1. Banking Officer (BOF)
2. Banking Assistants - 2 (BKA 2)
3. Banking Assistants - 1 (BKA 1)
4. General Office Assistants - 2 (GOA 2)
5. General Office Assistants - 1 (GOA 1)
6. And, employees in grades allied to those stipulated in 1-5 above

EOG 11 - 0067