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අති විශේෂ EXTRAORDINARY

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(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1495.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Merchant Bank of Sri Lanka PLC, Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 03 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 03rd August, 2009, regarding the Non-Executive is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
30th March, 2010.

Collective Agreement No. 27 of 2010

AGREEMENT

This Collective Agreement is made and entered into at Colombo on this 03rd day of August, 2009 between Merchant Bank of Sri Lanka PLC having its registered office at Bank of Ceylon Merchant Tower, No. 28, St. Michael's Road, Colombo 3 (hereinafter referred to as "the Bank") of the ONE PART and the Ceylon Bank Employees' Union, 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 demands and discussion took place for the purpose of revising the terms and conditions of Employment. It is now agreed by and between the parties as follows:

1. **Effective Date.** – This Agreement shall be effective from the 1st day of January, 2009, and shall remain in force, unless terminated by either party with one month's prior written notice to the other, provided however, that such notice shall not be given by either party prior to the 30th day of November, 2010 and any notice given prior to that date shall be invalid.

2. **Parties Covered.** – This Agreement shall cover and bind the Bank, the Union and all Employees in the categories and grades mentioned in Schedule I hereto.

3. Salaries.-

- (i) Whereas the Bank revised the salaries of Employees covered and bound by this Agreement with effect from 1st January, 2009, by a sum equivalent to 12% – 18% of the salaries applicable to them as at 31st December, 2008, in terms of the performance-based increment formula as per Schedule 2 hereof,
- (ii) It is agreed by parties that out of the increment at (i) above, 6% will be considered as the fixed component of the increment.
- (iii) It is agreed by the Bank to add a further sum of LKR 350/- to salaries of employees as at 31st December, 2008 and to further revise wages with effect from 1st January, 2009 in terms of the percentage increases already granted as at (i) above. It is agreed by parties that OT arrears shall not be granted in relation to the revision set out in this clause.
- (iv) For the year 2010, the Bank agrees to increase the salaries of the employees covered and bound by this Agreement by a fixed component of 9% with the remainder to be determined in terms of the performance based increment formula as set out in Schedule 2 hereof, subject to a maximum of 25% inclusive of the fixed component of the increment set out herein.

4. **Bonus.-** The Bank will continue to pay an Annual Bonus equivalent to one and a half months' salary to each employee.

5. Reimbursement of Interest on Housing Loan.-

- (i) The Bank agrees to reimburse the interest on Housing Loans obtained by the Employees who have completed a minimum period of 2 1/2 years service after confirmation in Employment, subject to the conditions set out hereunder:
 - (a) The Loan shall be obtained from the State Mortgage and Investment Bank, National Savings Bank, Housing Development and Finance Corporation or Bank of Ceylon subject to interest rates and whatever other conditions set by the said Banks
 - (b) The maximum amount of the Loan shall not exceed LKR 750,000/-
 - (c) The Bank will reimburse the Loan recipient Employee each month the amount paid by such Employee by way of interest over and above 6% per annum on such Housing Loan, subject to a maximum interest component of 14% per annum, i.e. the reimbursable limit of the interest component for the entire loan (i.e. Local currency LKR 750,000/-) will be between 6% and 20% per annum.

6. **Distress Loan.-** The Bank shall provide a Distress Loan up to six months' salary at an interest rate of 6% per annum repayable in 18 months in case of the following situations:

- (i) Damage to residence owned by the Employee or spouse due to a natural calamity, such as, a fire, cyclone or flood.
- (ii) Death of a family member, i.e. father, mother, children, father-in-law or mother-in-law.
- (iii) Loss of money or movable property due to theft or burglary. In such instances the loan is subject to the facts being verified.
- (iv) Prolonged illness of a family member i.e. father, mother, spouse and children.

7. **Motorcycle Loan.** – The Bank shall make available a loan up to LKR 150,000/- for the purchase of a Motorcycle. The interest rates would be up to LKR 100,000/- at 6% per annum and the balance LKR 50,000/- at 8% per annum, the principal and the interest being recoverable within a period of 4 years. This loan may be granted once in three years provided however that any earlier loan obtained by an employee is fully settled at the point of the employee requesting the loan.

8. Insurance.-

- (i) The Bank will provide insurance cover to the employees on the following basis:
 - (a) Personal Accident Cover up to LKR. 300,000/- and shall include accident, riot, civil commotion and terrorist activities.
 - (b) Natural Death Insurance up to LKR 100,000/-. (The policy shall operate on a 24 hour basis, irrespective of where the employee is at the time of the event leading to the payment of insurance).

9. **Cashier's Risk Allowance.** – It is agreed to increase the Cashier's Risk Allowance of LKR 50/- per day worked to LKR 75/- per day worked.

10. **Accumulation of Sick Leave.**— Employees shall be entitled to accumulate sick leave up to a maximum of 60 days to be availed of only in situations of hospitalisation and protracted illness. Employees shall be entitled to encash sick leave accumulated in excess of 60 days at the rate of a day's wage for every day of such accumulated sick leave. Such encashment will be permitted at the end of each year in respect of that year. (The rate of payment shall be the day's wages applicable to the particular year of leave).

11. **Gratuity.**—

- (i) The Bank shall pay gratuity to employees upon cessation of employment in terms of the provisions of the Payment of Gratuity Act No. 12 of 1983. Provided however, that in the case of an employee who has completed 20 or more years of service he shall be entitled to a gratuity of one month's salary for each year of service rendered save and except in the event of the dismissal of an employee on the grounds of misconduct where the gratuity will be determined in terms of the Payment of Gratuity Act No. 12 of 1983.
 - (ii) In the event of the death of an employee, the Bank shall pay to the heirs of the deceased employee a gratuity calculated at one month's salary in respect of each year of service subject to a minimum payment equivalent to 6 months salary save and except in the case of a probationary employee, in which case the payment shall be not less than a sum equivalent to three month's salary. This payment shall be inclusive of the gratuity that would be payable in respect of the deceased employee under the Law.
12. **Weekly Holidays Work.**— It is agreed that where an employee is called upon to work on a weekly holiday, he will be granted an extra day's payment or a holiday in lieu.
13. **Travelling, Subsistence and Lodging Rates.**— It is agreed that reimbursement for travelling, subsistence and lodging rates in respect of employees when required to proceed on work outside their respective stations shall be as set out below:-

	6>12 hrs.	12>18 hrs.	18 hrs. & more	If lodging is involved
	LKR	LKR	LKR	LKR
Clerical and Allied Grade	170/-	225/-	375/-	900/-
Minor Staff	112/50	170/-	225/-	750/-

14. **Medical Assistance.**— The medical assistance scheme to employees shall be granted by the Bank in accordance with the scheme set out in Schedule 3 hereto. It is also agreed to increase the Government Hospital Allowance by 100% i.e. from LKR 250/- per day to LKR 500/- per day up to a maximum of LKR 5,000/-

15. **Disputes Procedure.**—

- (i) The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance of this Agreement they shall not engage in any strike or other form of trade union action including go slow, boycott, work to rule, demonstrations or picketing or any other form of collective action against the Bank in respect of any dispute on a matter covered by this Collective Agreement.
- ii Where a matter in dispute is with regard to the interpretation of any Clause in the Collective Agreement, the matter shall be resolved by interpretation by voluntary arbitration if the parties cannot agree to the proper interpretation thereof. The Union and its members agree that in such event, there shall be no trade union action of any sort as set out in (i) above with regard to such matter..
- iii Where a dispute relates to a matter not covered by this Agreement but which involves the Union and its members in relation to the Bank, the Union and its members shall not engage in any trade union action as mentioned in (i) above, but shall not take trade union action in the first instance and shall comply with the following procedure:
 - a. The Branch Union of the Bank shall attempt to discuss and resolve such dispute with the Management of the Bank. If the matter has not been satisfactorily resolved within two months, the Branch Union shall notify the Bank in writing of its intention to refer the matter to the parent Union.
 - b. The parent Union shall, thereafter, attempt to conciliate and to resolve such dispute either with the Bank or if the Bank so desires with the Employers' Federation of Ceylon.

- c. If there is no settlement which is acceptable to the Union within one month from such reference to the Bank by the Parent Union, the Union shall give notice in writing of the fact that the dispute stands unresolved and of its intention to seek the conciliatory mechanism under the Industrial Disputes Act. If within one month from the said date of notice the Commissioner of Labour has been unable to resolve the dispute, the Union may give written notice of not less than 7 working days of its intention to take trade union action. Such notice shall be given to the Commissioner of Labour, the Employers' Federation of Ceylon and the Bank.

16. **Disciplinary Procedure**— It is agreed that the Bank shall in future follow the disciplinary proceedings as set out hereunder:—

- i. Except in the case of warnings and letters of advice, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against the employee and such show cause letter shall give the employee not less than 10 calendar days within which to tender his explanation in writing to the charges preferred.
- ii. The employee shall tender his explanation in writing, but may make a reasonable request for an extension of time, which request may be considered by the Bank.
- iii. If the explanation is satisfactory, the Bank shall withdraw the charges and if the employee is under suspension, the employee shall be reinstated and paid his salary and entitlement for the period of suspension.
- iv. If the explanation tendered within the time prescribed or extended time prescribed, is unsatisfactory in the opinion of the Bank, an inquiry shall be commenced within 21 working days from the date of receipt of written explanation to the show cause letter. The Bank shall be excused from commencing an inquiry within such 21 days period of time, if any delay is due to the nature of the investigation involved or for reasons beyond its control or is a result of the employee's own conduct, ill health or unforeseen circumstances.
- v. If no explanation is tendered within the time prescribed, or the extended time prescribed, it will be presumed that the employee has no explanation to offer and action shall be taken accordingly.
- vi. The Bank will permit a member of the Branch Union of the same grade or a higher grade than the accused employee to defend the accused employee at a domestic inquiry. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiring to withdraw there from and the defending employee or observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereon nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question, which the Inquiring Officer may ask him.
- vii. As from the date of this Agreement, the accused employee will be entitled to a copy of the proceedings on request, provided that the Observer and the accused employee sign the proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter, the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer.
- viii. Within 60 days after the conclusion of the inquiry, the Bank shall communicate its findings in writing to the accused employee with the punishment, if any.
- ix. The Bank shall not be required to hold an inquiry where the employee makes a written admission of the charge or where only a warning is issued. However, in the latter case, the Union is entitled to request the Bank to hold an inquiry into the matter.
- x. The findings of a domestic inquiry and the punishment if any, imposed shall be final and binding on the Bank, employee and the Union unless the employee and the Union shall, within three months from the date on which the Bank has notified such employee of the findings or punishment, raise a dispute in respect of such findings and/or punishment.

- (xi) Where an employee is under suspension and the Bank makes order that
- (a) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or from such later date as the Bank may determine, provided further that the Bank shall not be intitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
- (b) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (xii) Where an inquiry proceeds beyond a period of three months the date of suspension of an employee, except in the case of an offence which has been reported to the Police, and is being investigated or pursued by the Police or where any delay is caused as a result of the employee's own conduct or ill health the Bank shall, after the third month of suspension without pay, commence paying such employee half month's salary for each month of suspension thereafter until the Bank communicates in writing the findings of the inquiry.

The term "Employee" wherever stated herein shall mean an employee covered and bound by this Agreement.

17. **Handing Employee Grievances.**-Pursuant to the Bank's policy of handling employee grievances, it is agreed by parties to adhere procedure in handling employee grievances as set out in the Employee Handbook.

IN WITNESS WHEREOF the parties have signed the same tenor and date at Colombo on

For & on behalf of
MERCHANT BANK OF SRI LANKA

Name : Janaka Ratnayake
Designation : Chairman

WITNESSES :

1. Signature :

Name :

Designation :

Group

Schedule I

Non-executive Staff

Serial No.	EPF No.	Name	Designation
1	338	Ms. P. B. J. Walles	Secretary
2	87	Ms. J. G. T. Cramer	Senior Tel. Oper/Receptionist/Clerk
3	18	Mr. A. L. W. Munasinghe	Recovery Asst/Clerk
4	126	Mr. A. P. A. Ravindralal	Recovery Asst/Clerk
5	190	Mr. L. K. Premalal	Recovery Asst/Clerk
6	240	Mr. C. R. Samaraweera	Clerk
7	410	Ms. H. K. M. D. Herath	Clerk
8	428	Mr. Kalana Jayawardena	Clerk
9	453	Mr. Hasintha M. Tennakoon	Cashier/Clerk
10	454	Mr. M. Thilina Gaya Sampath	Cashier/Clerk
11	100	Mr. S. Hewasagara	Cashier/Clerk
12	347	Mr. M. G. Susil Kumara	Cashier/Clerk
13	460	Mr. N. A. G. U. Wickramaratne	Accounts Clerk
14	440	Mr. Dilip Jayawardena	Cashier/Clerk
15	461	Mr. E. A. Lasitha Edirisinghe	Cashier/Clerk
16	483	Ms. Chrishathi Fonseka	Telephone Operator/Receptionist
17	50	Mr. W. T. J. Perera	Driver
18	127	Mr. T. P. M. Gunasekare	Driver
19	387	Mr. A. A. K. L. Perera	Driver
20	388	Mr. A. Ramanayaka	Driver
21	16	Mr. M. N. Sunil	Office Assistant
22	17	Mr. R. V. Jayawardena	Office Assistant
23	159	Mr. U. L. T. Amarasinghe	Office Assistant
24	150	Mr. A. W. Ranawaka	Office Assistant
25	151	Mr. W. K. R. Wasantha Kumara	Office Assistant
26	337	Mr. W. M. R. Chandra Kumara	Office Assistant
27	335	Mr. L. W. I. Nishantha	Office Assistant
28	427	Mr. E. V. Emil Harshan	Office Assistant
29	443	Mr. E. G. A. S. Gamage	Office Assistant

Schedule II

Salary Increment Formula				2009	Proposed 2010
LEVELS	Budget Achieved			Maximum Achievable %	Maximum Achievable %
	>90% <100% %	>100% %			
COMPANY					
Turnover	1	2			
Net Profit	1	2	4		4
DIVISIONAL					
Profit Centres					
Turnover	1	2			
Net Profit	1	2			
Service Centres	Average of Profit Centres		4		4
INDIVIDUAL	Based on performance points 1-8% (Maximum)				
Performance Evaluation			8	8	8
COST OF LIVING					
Inflation Rate	>1% <10% 2	>10% <15% 3	>15% 4	4 } 6	9
Additional 2%				2 }	
TOTAL				22	25

* fixed component

Schedule 3

TABLE OF REIMBURSEMENTS OF MEDICAL EXPENSES

AMOUNT OF BENEFITS PER YEAR

<i>Category</i>	<i>Clerical & Allied Grade LKR</i>	<i>Minor Staff Grade LKR</i>
A. Hospitalization		
1. Medical Treatment	35,100	31,725
2. Surgical Treatment	56,250	52,763
3. Maternity		
(a) Nomal	21,060	21,060
(b) Caesarean	31,725	31,725
B. Non - Hospitalization		
1. Treatment given by specialists	21,150	21,150
2. Routine	10,530	10,530
3. Tests/ Special Services	7,560	7,560
4. Corrective Treatment Appliances	12,690	12,690
C. Travelling	1,800	1,800

Note

1. Spectacle : Every two years.
2. Hearing Aid : Once in a lifetime.
3. Carry Forward Benefit: Any employee who has exhausted the current year's benefits under category A (1) & (2) shall be entitled to a "Carry Forward Benefit" on a cumulative basis not exceeding 20% per year of the value of the annual benefits under A (1) & (2). The maximum benefit that shall be available is equivalent to 100% of the benefit of the category A (1) & (2) for the current year.
4. For Critical Illnesses: A maximum of LKR 350,000/- during the currency of employment for the critical illnesses defined below:

Critical Illnesses:

1. Cancer due to Malignant Tumor, Leukemia, Malignant Disease of the Lymphatic System.
2. Heart Attack : (Myocardial Infection).
3. Stroke.
4. Coronary Artery (Bypass) Surgery.
5. Kidney Failure (end stage renal disease).
6. Heart Valve Surgery.
7. Angioplasty.
8. Chronic Liver Diseases (liver diseases secondary to alcohol or drug misuse is excluded).

My No.: CI/05.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Commercial Bank of Ceylon, PCL, No. 21, Bristol Street, Colombo 1 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 31st March, 2009, regarding the Non-executive Grades is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
25th March, 2010.

Collective Agreement No. 29 of 2010

COMMERCIAL BANK OF CEYLON, PLC., COLLECTIVE AGREEMENT - NON-EXECUTIVE GRADES

This Collective Agreement made on this 31st day of March, 2009, between Commercial Bank of Ceylon PLC., a Bank duly registered in Sri Lanka and having its registered office at No. 21, Bristol Street, Colombo 1 (hereinafter referred to as "the Bank")

of the One Part
AND

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered office at 20, Temple Road, Colombo 10 (hereinafter referred to as "the Union")

of the Other Part

WHEREAS the Union made demands for re-negotiation of the Collective Agreement of 2006 (Collective Agreement No. 10 of 2006) which came into effect on 1st April, 2006 and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two 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 Commercial Bank of Ceylon, PLC (the Bank), the Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the 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 (hereinafter referred to as the employees), subject to the provisions of Clauses 5, 6, and 7(a) hereof.

2. **Date of Operation and Duration.**- This Agreement shall be in force from the 1st of January, 2009 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 December, 2011. The Union shall however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st April, 2011.

3. **Earlier Agreements.**- This Agreement shall supercede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the said Collective Agreement of 2006 (Collective Agreement No. 10 of 2006) shall stand repudiated in respect of the parties hereto.

4. **Matters Covered and Bound.**- (a) This agreement shall be in full and settlement of all matters covered herein as well as of all the matters raised by the Union 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 except to the extent agreed.

(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 presently applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. Consolidated Salary.— Every employee covered by this Agreement in service as at the date of this Agreement shall, from the 1st January 2009 be placed on the salary scale set out in the First Schedule hereto, which salary has been consolidated at the Colombo Consumers' Price index (new) [CCPI(N)] subject to the paragraph below.

The employees entitled to a salary revision with effect from the date of this Agreement will receive such revision with effect from 1st January 2009 along with the Cost of Living Allowance, EPF and ETF payments. No other consequential benefits on such revision will be applicable for the period 1st January 2009 to 31st March 2009. Similarly, it is also agreed that all revision of allowances under this Agreement will be effective from 1st April 2009.

6. Immediate increase and Conversion to Salary Scales.— For the placement of an employee on the salary scale applicable in the First Schedule, the following provisions shall apply.

- (i) A sum equal to 17% of the gross salary (salary plus Cost of Living Allowance) payable to an employee as at December 2008 shall be added to the salary of an employee as at such time and thereafter placed on the corresponding point on the scale applicable to such employee in the First Schedule or if there is no corresponding point in rupee terms, on the next higher point of the said scale.
- (ii) Every employee in employment as at the date of this Agreement shall also receive a further 1% increase calculated on the gross salary as at December 2008 with effect from the 1st January 2010, and thereafter placed on the corresponding Rupee point on the scale in the First Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.
- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 2% increase calculated on the gross salary as at December 2008 with effect from the 1st January 2011, and thereafter placed on the corresponding Rupee point on the scale in the First Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.

7. Allowances.—

(a) Cost of Living Allowance

The Cost of living Allowance will be paid in accordance with the CCPI (N) figure published by the Department of Census and Statistics. The payment will be made at the rate of Rs. 92.125 per point increase above the base index of 71.

(b) Telex Operator's 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 date of this Agreement, Rs. 25 per day subject to a maximum of Rs. 450 per month.

(c) VDU Operators' Allowance

The Bank will pay an allowance of Rs. 10 per day up to a maximum of Rs. 200 per month, only to employees who were in employment on 1st August 1988 and whose main or primary function is the operation of a VDU. For purposes of this Agreement a person who regularly works not less than 3 hours per day on a VDU will fall within the definition of a person whose main or primary function is the operation of a VDU.

(d) Non-receipt of Two Allowances

No employee will receive the Telex Operators' Allowance plus the VDU Operators' Allowance and shall receive only one of the said Allowances.

(e) Disturbance Allowance

An employee in the Office Assistant and Allied category who will be required to report for work at the following times will be entitled to a Disturbance Allowance of Rs. 130 per hour.

Before 6:00 a.m.	Rs. 325
Before 7:00 a.m.	Rs. 195
Before 7:30 a.m.	Rs. 130

An employee in the Typist and Allied Grade who will be required to report to work at the following times will be entitled to a Disturbance Allowance of Rs. 150 per hour.

Before 6:00 a.m.	Rs. 375
Before 7:00 a.m.	Rs. 225
Before 7:30 a.m.	Rs. 160

Provided however, that in the event an employee already receives a higher amount for such work, the said amount will remain unchanged.

These payments will be effective from 1st April 2009.

(f) **Holiday Allowance**—

Employees covered by this Agreement will be entitled to receive a Holiday Allowance as follows on account of expenses incurred on a holiday during not less than 07 consecutive days of Annual Leave taken in any year.

- | | | |
|---|---|----------------------|
| (i) Office Assistants and Allied grades | — | Rs. 9,000 per annum |
| (ii) Typists and Allied grades | — | Rs. 10,000 per annum |

8. **Incremental Date.**— This Agreement shall not have the effect of changing the annual incremental date of an employee.

9. **Promotion to Grade II.**— Subject to provisions of clauses 10, 11, 12, 13 and 14 hereof, an employee who completes 7 years in Grade I shall automatically be promoted to Grade II in his category and an employee so promoted shall receive not less than the value of two increments in Grade I when placed in Grade II.

10. **Accelerated Promotion.**—

i. From Grade I to Grade II

Employees who sit for and successfully pass the Institute of Bankers Examination or the Indian institute of Banking and Finance will be considered for placement on Grade II, subject to the conditions referred to at (a) and (b) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.

- (a) On successful completion of examinations leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance) or the corresponding level of the Indian Institute of Banking and Finance plus three complete years of service with the Bank in which such employee serves, or
- (b) On successful completion of the examinations leading to intermediate/Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance, plus four complete years of service with the Bank in which such employee serves.

11. **Promotions from Grade II to III.**— The following principles shall apply to the promotion of an employee from Grade II to Grade III of the basic salary scales in the First Schedule hereto.

- (a) All promotions to Grade III will be after an application is made by an employee to the employer. Promotion granted consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be—
 - (i) An employee who has served for a minimum period of seven years in Grade II, or
 - (ii) An employee who has successfully completed the Intermediate/Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade II or five years post-qualification experience in Grade II whichever is lower, or
 - (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the institute of Bankers of Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade II or three years post-qualification experience in Grade II, whichever is lower.
- (c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade II.

12. **Promotions from Grade III to Grade IV.**—

- (a) All promotions to Grade IV will be after an application made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be —

- (i) An employee who has served for a minimum period of seven years in Grade III, or
- (ii) An employee who has successfully completed the Intermediate/Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka Examination, or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade III or five years post-qualification experience in Grade III, whichever is lower, or
- (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade III or three years post-qualification experience in Grade III, whichever is lower:
- (c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade III.

13. Promotions from Grade IV to V-

- (a) All promotions to Grade V will be after an application made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be.
 - (i) An employee who has served for a minimum period of seven years in Grade IV, or
 - (ii) An employee who has successfully completed the Intermediate/ Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka Examination, or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade IV or five years post-qualification experience in Grade IV, whichever is lower , or
 - (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking and Finance, the minimum period of service will be seven years in Grade IV or three years post- qualification experience in Grade IV, whichever is lower.
- (c) Promotion to Grade V will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of and industrial dispute.
- (e) On promotion to Grade V an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade IV.

14. Re-designation of Typist to Junior Executive Assistant Grade.- A typist shall be considered for re-designation as junior Executive Assistant provided he/she possesses the following eligibility requirements:

- (a) Three years service and passing the Intermediate/Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance.
- (b) On completion of the Final Examination of the Institute of Bankers of Sri Lanka- Diploma in Banking and Finance or the corresponding level of the Indian Institute of Banking and Finance.
- (c) Six years service and the relevant qualifications for entry as a Junior Executive Assistant.

- (d) Six years service without the requisite qualifications for entry as a Junior Executive Assistant but subject to success at a written examination and IT practical test conducted by the Bank or on confirmation from the respective Branch Managers / Heads of Departments that the typist concerned is suitable for re-designation and has been performing duties of a Junior Executive Assistant for 4 consecutive years and the successful completion of the practical test and interview conducted by the Bank.

Provided that where a Typist is promoted as a Junior Executive Assistant under this Clause, he / she shall have 3 years service and the required qualifications or have 6 years service as a Junior Executive Assistant to be considered for promotion thereafter.

15. **Office Assistants promotions.**— Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will give an opportunity to the employees in this grade to apply for the Post of Junior Executive Assistant on an annual basis provided they meet with the required criteria for promotions:—

(a) *Office Assistants to Junior Executive Assistants* —

- (i) Any employee in the Office Assistant grade whose record of service, conduct and attendance has been satisfactory, with more than four years of service with the Bank who has necessarily completed the Intermediate/Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance, will be eligible to apply and will be considered for such junior Executive Assistant position. The selection process will include medical examinations, interviews, written tests and IT Practical tests etc, as determined by the Bank. Vacancies will be advertised internally each year.
- (ii) Any employee in the Office Assistant grade whose record of service and conduct has been satisfactory, with more than eight years' service with the Bank, shall be exempt from the minimum education qualifications stipulated and may apply for such vacancy and will be considered in the manner specified at para (i) above.
- (iii) Any employee in the Office Assistant grade promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, the Bank may at their discretion revert such employee to his earlier position and salary.
- (iv) Any employee in the Office Assistant grade promoted to the grade of Junior Executive Assistant will be paid a salary at the commencement point of the Junior Executive Assistant salary range or otherwise proportionately placed, subject to the employee receiving increases that will be not less than the value of two increments on the scale applicable to him in the Office Assistant scale.

The decision of the Bank in respect of selection for promotion shall be final and conclusive.

16. **Grading of Stenographers.**— Any stenographer who shall have completed seven years in Grade I of the basic salary scale in Schedule I hereof, shall, ipso facto, be placed on Stage I of the Grade II salary scale.

Any stenographer who shall have completed seven years in Grade II of the basic salary scale in Schedule I hereof, shall be placed on Stage I of Grade III, subject however that promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

Any stenographer who shall have completed seven years in Grade III of the basic salary scale referred to at Clause 5 in Schedule I hereof, shall, ipso factor, be placed on Stage I of Grade IV, subject however that promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(a) **Accelerated Grading.**—

- (i) From Grade I to Grade II on completion of four years service in Grade I combined with a record of good performance of which the Bank shall be the sole judge and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually.
- (ii) From Grade II to Grade III on completion of five years service in Grade II combined with a record of good performance of which the Bank shall be the sole judge, and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually.

(iii) From Grade III to Grade IV on completion of five years service in Grade III combined with a record of good performance of which the Bank shall be the sole judge, and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually or Parts 1 and 2 of the Examination of the Chartered Secretaries, London;

(b) **No Change in Annual Incremental Date upon Grading** - The provisions set out in Clause 15 and 15A shall not have the effect of changing the annual incremental date of an employee.

17. **Provident Fund.**-

Rate of Contribution

- (a) The rates of contribution to the Provident Fund by the Bank shall be:
- | | | |
|-------------------------|---|---------------------------------|
| Bank's contribution | - | 12% (twelve per cent) of salary |
| Employee's contribution | - | 8% (eight per cent) of salary |

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof and the amount paid for that month as cost of living allowance subject to the Rules of the Provident Fund.

(b) **Interest on Provident Fund Contributions held by the Bank.**-

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs. 100,000/- published by the N.S.B. prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) **Deficiency in Bank's Contributions to Provident Fund to an Employee not entitled to a Pension**-

Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Bank up to 31st March 1992.

From 01.01.71 to 31.12.80	..	9% of gross salary
From 01.01.81 onwards	..	12% of gross salary

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

18. **Terminal Benefits**-

(a) **Pensions**

An employee shall, upon reaching the retirement age of the Bank, i. e., 60 years or in terms of his contract of employment at 55 years, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay), be entitled to a monthly pension computed on the following basis:

(i) Employees opting to retire at 55 years

Number of completed years of Pensionable service (subject to a maximum of 35 years) <u>plus</u> 5 years	×	Monthly Gross Salary payable for the month of Retirement
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55

Employees opting to retire at 60 years

Number of completed years of Pensionable service (subject to a maximum of 40 years) <u>plus</u> 5 years	×	Monthly Gross Salary payable for the month of Retirement
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60

(b) **Premature Retirement on Medical Grounds/disability**

An employee who is found to be unable to continue to perform his duties as a result of infirmity/disability, as certified by the Bank's Doctor/Medical Specialist/Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay) shall be entitled to a pension computed on the same basis referred to at clause 18(a) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both, Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre-acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

(c) **Lump sum gratuity in Lieu of Pension rights**

An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis:

(i) Employees opting to retire at 55 years

Number of completed years of Pensionable service (subject to a maximum of 35 years) <u>plus</u> 5 years	×	Monthly Gross Salary payable for the month of Retirement
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(ii) **Employees opting to retire at 60 years**

Number of completed years of Pensionable service (subject to a maximum of 40 years) <u>plus</u> 5 years	×	Monthly Gross Salary payable for the month of Retirement
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The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency if any, in the Bank's contribution to Provident fund to an employee not paid a pension in terms of Clause 18.

(d) **Death Gratuity -**

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two months gross salary for each year of completed service subject to a minimum of nine months' gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that Payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary plus the Cost of Living Allowance.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

(e) **Gratuity on Resignation/Termination Prior to Retirement-**

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses (a), (b), (c) and (d) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5 and the Cost of Living Allowance referred to at Clause 7(a) hereof.

- (f) Completed years of actual service shall include only actual continuous service worked excluding absence/leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.
- (g) **Commuted Pension -**
- (i) At the option of the employee at the time of retirement, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payment as provided for in the agreement and who opt for such commuted pension.
- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.
- (h) **Alternate Terminal Benefit Plan**
- (i) An employee who opted for the Alternate Terminal Benefit Plan under the Re-structured Pension Scheme offered by the Bank will not be entitled to a monthly pension on reaching the agreed retirement age nor will such employee be entitled to any statutory gratuity which is built-in to the terminal benefits lump-sum payable under the re-structured scheme at the time of retirement/separation.
- (ii) Further, as per the Re-structure Pension Scheme, in the event of early separation prior to retirement (excluding death) an employee will be entitled to withdraw the accumulated amount in the Defined Contribution Fund Account, subject to rules of the Fund on forfeiture.
- (iii) However, in the event of death of an eligible employee whilst in service, the full accumulation will be released to the nominated party/parties or legal heirs.

19. Medical Scheme

- (i) **Reimbursement of Medical Expenses for Non-Hospitalisation Expenses.**— The Bank will reimburse an employee up to a maximum of Rs. 12,500 in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 in respect of routine non-hospitalisation/non-surgical and specialist treatment, and subject to the following.
- (a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.
- (b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.
- (c) The unutilised portion of the allocation for the year could be utilised during a period of three years subject to valid bills being submitted as aforesaid.

An employee who has a differently abled child / children is entitled to receive Rs. 25,000 per annum as medical expenses in addition to the amount specified above, subject to the recommendation of the Medical Board and registration with the Compensation and Benefits Unit of the Bank.

(ii) **Special Non-Hospitalisation and Non- surgical Expenditure**

The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum as given below per annum on account of special non-hospitalisation and non-surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members in keeping with the existing practice of such reimbursement:

- | | | |
|---|---|-----------|
| (a) Spectacles | — | Rs. 7,500 |
| (b) Dentures/Nerve Filling/Root Filling | — | Rs. 5,000 |
| (c) Hearing Aids | — | Rs. 7,500 |

Subject to valid documentation as in the case of (i) above and subject to the provisos that no claim is made in relation to any particular item more than once in three years, other than in respect of employees over the age of 50 years who will be entitled to reimbursement on account of spectacles once in two years. In respect of spectacles, it must be supported by a prescription from a Medical Eye Specialist.

(iii) **Surgical and Hospitalisation Expenditure**

Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under 18 years of age subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:

(a) Hospital or Nursing Room Charges:		
Daily Limit	—	Rs. 3,500
Government Hospital Allowance	—	Rs. 850
The Bank will reimburse the actual room charges in the event the patient has undergone intensive care treatment.		
(b) Emergency Treatment Travel expenses (maximum)		
	—	Rs. 2,000
* The rate is Rs. 30 per kilometer		
(c) Overall Limit for any one event	—	Rs. 100,000
(d) Overall limit for any one year	—	Rs. 115,000

Where the employee is aged 40 years or above, expenses he / she incurs on account of full medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 10,000 per annum under this entitlement.

(iv) **General**

If both spouses are employed in the Bank, only one claim shall be entertained.

Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to 2 births.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

20. **Retirement**

- (a) The age of retirement shall be 60 years or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 60, or any other age mutually agreed upon, an employee shall ipso facto retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired within a period of 05 years prior to his retirement age and be eligible for retirement benefits if he has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

21. **Bonus.**— Without prejudice to the claim of the Bank that bonus payments are ex-gratia, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one year at the rate of one-twelfth of such entitlement in respect of each complete month of service. The salary for this purpose shall include the cost of living allowance payable for that month.

22. **Probation.**— Every employee recruited by the Bank will serve a period of nine months probation subject to the right of the Bank to extend the period of probation by a period of three months.

23. **Release of Parent Union Office Bearers.**— An office bearer of the Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis.

- (a) The total number of Office Bearers so released shall not exceed one.
- (b) No employee shall be released for more than two years on a single occasion during a period of six years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause 18 hereof.

24. Concessions to Branch Union Office Bearers and General Councilors.-

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements – exclusively on matters pertaining to the Bank.
- (b) It is agreed that General Council Members of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General council Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to General Councilors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- (e) It is agreed that the Bank will release without loss of pay up to a maximum of one day, once in two years, all employees in the membership of the Central Committee of the Union and the Union branch delegates in the Bank, to attend the National Delegates Conference of the Union provided however, that the Bank is given two weeks written notice of the Conference and not more than one employee attached to any single Branch/Department of the Bank is so released.

25. Special Leave to Visit Outstation Branches.- The Bank shall permit office bearers of the Union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, *i.e.*, if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

26. Overtime.- (a) If required by his employer an employee shall work reasonable overtime which has been authorized by the employer, subject to the provisions of any law for the time being in force.

- (b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

27. Leave.- (a) Annual Leave:

- (i) *Entitlement.-* In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.
- (ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows:
 - (a) The full annual holiday of 21 days if his employment commenced on or after 1st January, but before 1st April.
 - (b) A holiday of 15 days if his employment commenced on or after 1st April, but before 1st July.
 - (c) A holiday of 11 days if his employment commenced on or after 1st July, but before 1st October, and
 - (d) A holiday of 6 days if his employment commenced on or after 1st October.
- (iii) *Availment.-* The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.
- (iv) *Accumulation.-* Annual leave may be accumulated by an employee at the rate of 7 days per annum exclusively for purposes referred to hereunder, up to a maximum period of 90 days.

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- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.
 - (b) For the purpose of attending on a family member who is seriously ill.
 - (c) For travel abroad for which purpose one month's prior notice shall be given.
 - (d) For marriage of the employee.
 - (e) On account of the death of a family member provided that the employee has exhausted his current year's leave.
 - (f) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.
 - (g) Prolonged illness of the employee.
- (v) Any annual leave not utilized by an employee up to a maximum of 7 days per year in excess of the number of 90 days accumulated as provided herein may be encashed by the employee on request, by the Bank at an amount equal to one day's salary per each day unavailed of.
- (vi) Provided that in the case of (iv) (b) to (f) above the approval of such leave shall be at the discretion of the Management.
- (vii) Family member for purposes of (b) and (e) above shall mean spouse, children or parents.
- (b) **Medical Leave**
- (i) Entitlement

An employee shall be entitled to be not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub - clause (ii) hereof.
 - (ii) Availment

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

 - (a) where such period of absence exceeds two consecutive days including weekly or other holidays, or
 - (b) where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner is in excess of twelve (12) days.
 - (iii) Accumulation

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions.

 - (a) in no case shall the entitlement to medical leave on full pay by reason of such accumulation, exceed ninety (90) days, and
 - (b) the accumulated medical leave may be availed of on account of prolonged illness, hospitalisation or similar circumstances, supported by a Certificate from a Registered Medical Practitioner,
 - (c) Where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisation the employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.
 - (iv) The Bank will be entitled after inquiry and advising the employee concerned, to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances,
 - (a) Where the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of an employee, or
 - (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of the employee.

(c) **Casual Leave**

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment whereof not more than two(2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave, All casual leave shall be by prior approval of the Bank , unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

28. **Suspension**

- (i) Where an employee is suspended pending a disciplinary inquiry on investigation, he will, subject to the provisions of sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

29. **Disciplinary Procedure.**— Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply.

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable, the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub-clause (k) (iii) hereof , hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The Inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw therefrom and the defending employee or Observer shall forthwith

comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.

- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances:
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.
 - (ii) Where the employee makes a written admission of the charges against him.
 - (iii) Where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an inquiry in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
 - (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employee or the Union shall within three (03) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date if suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of Sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.

30. *Technology.*-

- (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank, i.e., published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.
- (iii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to Sub-clause (ii) above.
- (iv) Notwithstanding the provisions of (iii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.

- (v) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective Agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned to implement such changes.

31. Trade Union Action.-

- (a) *Matters Related and Covered in the 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 related to this Agreement.
- (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 intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union).
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has 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 at the level 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.

32. 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 the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

33. 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 or where there is a complaint regarding the adverse effects of computer technology change 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.

34. 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.

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

Bank	...	Commercial Bank of Ceylon, PLC.
Employee	...	An employee covered and bound by this Agreement
Employer	...	Commercial Bank of Ceylon, PLC.
Cost of Living Allowance	...	The Cost of Living Allowance calculated in the manner set out in Clause 7 hereof on the Cost of Living Index Figure published by the Department of Census and Statistics each month.
Cost of Living Index	...	The Cost of Living Index published monthly by the Department of Census and Statistics.
Parent Union	...	The Ceylon Bank Employees' Union
Branch Union	...	The Branch Union of the Ceylon Bank Employees' Union at Commercial Bank of Ceylon, LPLC.
Dispute	...	A dispute shall have the same meaning as an Industrial Dispute in the Industrial Disputes Act and shall include any dispute arising between the Bank and the Branch Union of the Ceylon Bank Employees' Union
Salary	...	Shall mean the consolidated salary as defined in Clause 5

Words importing the masculine gender shall include the feminine.

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

22 A I කොටස : (I) පෙදිය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2010.04.19

PART I : SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 19.04.2010

The First Schedule

TYPISTS AND ALLIED GRADES

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1	23,650 0	24,785 0	26,030 0	28,350 0	31,355 0
2	23,850 0	25,025 0	26,285 0	28,680 0	31,790 0
3	24,050 0	25,265 0	26,540 0	29,010 0	32,225 0
4	24,250 0	25,505 0	26,795 0	29,340 0	32,660 0
5	24,450 0	25,745 0	27,050 0	29,670 0	33,095 0
6	24,650 0	25,985 0	27,305 0	30,000 0	33,530 0
7	24,850 0	26,225 0	27,560 0	30,330 0	33,965 0
8	25,050 0	26,465 0	27,815 0	30,660 0	34,400 0
9	25,250 0	26,705 0	28,070 0	30,990 0	34,835 0
10	25,450 0	26,945 0	28,325 0	31,320 0	35,270 0
11	25,650 0	27,185 0	28,580 0	31,650 0	35,705 0
12	25,850 0	27,425 0	28,835 0	31,980 0	36,140 0
13	26,050 0	27,665 0	29,090 0	12*255 32,310 0	12*330 0 36,575 0
14	26,250 0	27,905 0	29,365 0	32,665 0	37,040 0
15	26,450 0	28,145 0	29,640 0	33,020 0	37,505 0
16	26,650 0	28,385 0	29,915 0	33,375 0	37,970 0
17	26,850 0	28,625 0	30,190 0	33,730 0	38,435 0
18	27,050 0	28,865 0	30,465 0	34,085 0	38,900 0
19	27,250 0	29,105 0	30,740 0	34,440 0	39,365 0
20	27,450 0	29,345 0	31,015 0	34,795 0	39,830 0
21	27,650 0	20*200 29,585 0	31,290 0	35,150 0	40,295 0
22		29,825 0	31,565 0	35,505 0	40,760 0
23		30,065 0	31,840 0	35,860 0	41,225 0
24		30,305 0	32,115 0	36,215 0	41,690 0
25		30,545 0	32,390 0	36,570 0	42,155 0
26		30,785 0	32,665 0	13*275 0 36,925 0	13*355 42,620 0
27		31,025 0			13*465
28		31,265 0			
29		31,505 0			
30		31,745 0			
31		31,985 0	30*240		

THE FIRST SCHEDULE

Stenographers

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1.	25,110 0	26,700 0	28,555 0	31,200 0	34,260 0
2.	25,335 0	26,965 0	28,865 0	31,540 0	34,705 0
3.	25,560 0	27,230 0	29,175 0	31,880 0	35,150 0
4.	25,785 0	27,495 0	29,485 0	32,220 0	35,595 0
5.	26,010 0	4 * 225 27,760 0	29,795 0	32,560 0	36,040 0
6.	26,240 0	28,025 0	30,105 0	32,900 0	36,485 0
7.	26,470 0	28,290 0	30,415 0	33,240 0	36,930 0
8.	26,700 0	28,555 0	30,725 0	33,580 0	37,375 0
9.	26,930 0	4 * 230 28,820 0	31,035 0	33,920 0	37,820 0
10.			31,345 0	34,260 0	38,265 0
11.			31,655 0	10 * 310 34,600 0	10 * 340 38,710 0
12.			31,975 0	34,955 0	39,175 0
13.			32,295 0	35,310 0	39,640 0
14.			32,615 0	35,665 0	40,105 0
15.			32,935 0	36,020 0	40,570 0
16.			33,255 0	36,375 0	41,035 0
17.			33,575 0	36,730 0	41,500 0
18.			33,895 0	37,085 0	41,965 0
19.			34,215 0	8 * 320 37,440 0	8 * 355 42,430 0
				37,795 0	8 * 465
				38,150 0	
				38,505 0	

The First Schedule

OFFICE ASSISTANT A / LIFT OPERATORS

Grade 1		Grade 2	Grade 3	Grade 4	Grade 5
1	22,735 0	23,635 0	24,455 0	26,380 0	28,380 0
2	22,870 0	23,810 0	24,655 0	26,605 0	28,675 0
3	23,005 0	23,985 0	24,855 0	26,830 0	28,970 0
4	23,140 0	24,160 0	25,055 0	27,055 0	29,265 0
5	23,275 0	24,335 0	25,255 0	27,280 0	29,560 0
6	23,410 0	24,510 0	25,455 0	27,505 0	29,855 0
7	23,545 0	24,685 0	25,655 0	27,730 0	30,150 0
8	23,680 0	24,860 0	25,855 0	27,955 0	30,445 0
9	23,815 0	25,035 0	26,055 0	28,180 0	30,740 0
10	23,950 0	25,210 0	26,255 0	28,405 0	31,035 0
11	24,085 0	25,385 0	26,455 0	28,630 0	31,330 0
12	24,220 0	25,560 0	26,655 0	28,855 0	31,625 0
13	24,355 0	25,735 0	26,855 0	29,080 0	31,920 0
14	24,490 0	25,910 0	27,055 0	29,305 0	32,215 0
15	24,625 0	26,085 0	27,255 0	29,530 0	32,510 0
16	24,760 0	26,260 0	27,455 0	29,755 0	32,805 0
17		26,435 0	27,655 0	29,980 0	33,100 0
18		26,610 0	27,855 0	30,205 0	33,395 0
19		26,785 0	28,055 0	30,430 0	33,690 0
20		26,960 0	28,255 0	30,655 0	33,985 0
21		27,135 0	28,455 0	30,880 0	34,280 0
22		27,310 0	28,655 0	31,105 0	34,575 0
23		27,485 0	28,855 0	31,330 0	34,870 0
24		27,660 0	29,055 0	31,555 0	35,165 0
25		27,835 0	29,255 0	31,780 0	35,460 0
26		28,010 0	29,455 0	32,005 0	35,755 0
27		28,185 0	29,655 0	32,230 0	36,050 0
28		28,360 0	29,855 0	32,455 0	36,345 0
29		28,535 0	30,055 0	32,680 0	36,640 0
30		28,710 0	30,255 0	32,905 0	36,935 0
31		28,885 0	30,455 0	33,130 0	37,230 0
		29,060 0	30,655 0		
		29,235 0	30,855 0		
		29,410 0	31,055 0		
		29,585 0	31,255 0		
		29,760 0	31,455 0		
		29,935 0	31,655 0		
		30,110 0	31,855 0		
		30,285 0	32,055 0		
		30,460 0	32,255 0		
		30,635 0	32,455 0		
		30,810 0	32,655 0		
		30,985 0	32,855 0		
		31,160 0	33,055 0		
		31,335 0	33,255 0		
		31,510 0	33,455 0		
		31,685 0	33,655 0		
		31,860 0	33,855 0		
		32,035 0	34,055 0		
		32,210 0	34,255 0		
		32,385 0	34,455 0		
		32,560 0	34,655 0		
		32,735 0	34,855 0		
		32,910 0	35,055 0		
		33,085 0	35,255 0		

The First Schedule

OFFICE ASSISTANT B / SCOOTER RIDERS

Grade 1		Grade 2		Grade 3		Grade 4		Grade 5	
1	22,465 0		23,355 0		24,200 0		26,025 0		28,025 0
2	22,600 0		23,500 0		24,385 0		26,250 0		28,320 0
3	22,735 0		23,645 0		24,570 0		26,475 0		28,615 0
4	22,870 0		23,790 0		24,755 0		26,700 0		28,910 0
5	23,005 0		23,935 0		24,940 0		26,925 0		29,205 0
6	23,140 0		24,080 0		25,125 0		27,150 0		29,500 0
7	23,275 0		24,225 0		25,310 0		27,375 0		29,795 0
8	23,410 0		24,370 0		25,495 0		27,600 0		30,090 0
9	23,545 0		24,515 0		25,680 0		27,825 0		30,385 0
10	23,680 0		24,660 0		25,865 0		28,050 0		30,680 0
11	23,815 0		24,805 0		26,050 0		28,275 0		30,975 0
12	23,950 0		24,950 0		26,235 0		28,500 0		31,270 0
13	24,085 0		25,095 0		26,420 0		28,725 0		31,565 0
14	24,220 0		25,240 0		26,605 0		28,950 0		31,860 0
15	24,355 0		25,385 0		26,790 0		29,175 0		32,155 0
16	24,490 0	15*135	25,530 0		26,975 0		29,400 0		32,450 0
17			25,675 0		27,160 0		29,625 0		32,745 0
18			25,820 0		27,345 0		29,850 0		33,040 0
19			25,965 0		27,530 0		30,075 0		33,335 0
20			26,110 0		27,715 0		30,300 0		33,630 0
21			26,255 0		27,900 0		30,525 0		33,925 0
22			26,400 0		28,085 0		30,750 0		34,220 0
23			26,545 0		28,270 0		30,975 0		34,515 0
24			26,690 0		28,455 0		31,200 0		34,810 0
25			26,835 0		28,640 0		31,425 0		35,105 0
26			26,980 0		28,825 0		31,650 0		35,400 0
27			27,125 0		29,010 0		31,875 0		35,695 0
28			27,270 0		29,195 0		32,100 0		35,990 0
29			27,415 0		29,380 0		32,325 0		36,285 0
30			27,560 0		29,565 0		32,550 0		36,580 0
31			27,705 0	30*145	29,750 0	30*185	32,775 0	30*225	36,875 0 30*295
			27,850 0						
			27,995 0						
			28,140 0						
			28,285 0						

The First Schedule

DRIVERS / ELECTRICIANS

	<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>	<i>Grade 5</i>
1	23,135 0	24,035 0	24,855 0	26,765 0	28,765 0
2	23,280 0	24,220 0	25,055 0	26,990 0	29,060 0
3	23,425 0	24,405 0	25,255 0	27,215 0	29,355 0
4	23,570 0	24,590 0	25,455 0	27,440 0	29,650 0
5	23,715 0	24,775 0	25,655 0	27,665 0	29,945 0
6	23,860 0	24,960 0	25,855 0	27,890 0	30,240 0
7	24,005 0	25,145 0	26,055 0	28,115 0	30,535 0
8	24,150 0	25,330 0	26,255 0	28,340 0	30,830 0
9	24,295 0	25,515 0	26,455 0	28,565 0	31,125 0
10	24,440 0	25,700 0	26,655 0	28,790 0	31,420 0
11	24,585 0	25,885 0	26,855 0	29,015 0	31,715 0
12	24,730 0	26,070 0	27,055 0	29,240 0	32,010 0
13	24,875 0	26,255 0	27,255 0	29,465 0	32,305 0
14	25,020 0	26,440 0	27,455 0	29,690 0	32,600 0
15	25,165 0	26,625 0	27,655 0	29,915 0	32,895 0
16	25,310 0 15*145	26,810 0	27,855 0	30,140 0	33,190 0
17		26,995 0	28,055 0	30,365 0	33,485 0
18		27,180 0	28,255 0	30,590 0	33,780 0
19		27,365 0	28,455 0	30,815 0	34,075 0
20		27,550 0	28,655 0	31,040 0	34,370 0
21		27,735 0	28,855 0	31,265 0	34,665 0
22		27,920 0	29,055 0	31,490 0	34,960 0
23		28,105 0	29,255 0	31,715 0	35,255 0
24		28,290 0	29,455 0	31,940 0	35,550 0
25		28,475 0	29,655 0	32,165 0	35,845 0
26		28,660 0	29,855 0	32,390 0	36,140 0
27		28,845 0	30,055 0	32,615 0	36,435 0
28		29,030 0	30,255 0	32,840 0	36,730 0
29		29,215 0	30,455 0	33,065 0	37,025 0
30		29,400 0	30,655 0	33,290 0	37,320 0
31		29,585 0 30*185	30,855 0 30*200	33,515 0 30*225	37,615 0 30*295

SECOND SCHEDULE

- (1) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 19 (iii) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No Reimbursements will be made in respect of members of the family who have not been enrolled.

- (2) Reimbursements will only be effected on hospitalization involving at least 1 night's stay in a hospital. Provided however, where the employee is aged 40 years or above expenses he / she incurs on account of full medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 10,000/= per annum.
- (3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- (4) The Bank will be entitled to take out insurance policies covering reimbursements under this scheme and the employee shall be required to make declaration (including completion and signing of Insurance Proposal Forms) and submit documentation required by Bank Insurers in proper form and timely manner to enable to the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirement and time limit within which documents should be submitted where and employee does not comply, he will not be entitled to benefits under this scheme.

- (5) Employee shall up hold the principle of uberima fides when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition the employee will be liable to disciplinary action in accordance with provision set out in this Agreement.
- (6) (a) The Bank will circulate by internal circular published from time to time a list of Hospitals/ Nursing Homes, expenses incurred at which will be eligible for reimbursement under the scheme. Additions and / or deletions to this list will also be made by internal circular.
(b) If for reasons of geographical location of any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub paragraph, requesting special dispensation to use a named Institution or Institutions and the bank shall consider such applications on a case by case basis and where deemed appropriate will grant such special dispensation provided however, that the decision of the Bank on this matter shall be final and conclusive.
- (7) *Exclusions*
The Scheme shall not cover benefits /expenses
(a) Occasioned by or happening through
 - (i) The participation by employee or other eligible family members in war, invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not.) Civil War, Rebellion, Revolution, Insurrection, mutiny or usurped power, military, Popular rising or while serving as a member of any Defence, Police, Security Force, Home Guard, etc.,
 - (ii) Attempted suicide, Alcoholism or any self inflicted injury/sickness.
 - (iii) Normal child birth or pregnancy subject to clause 18 (iv). Provided that if an employee has been employed for a continuous period of 12 month, the Bank will pay the Medical Expenses incurred for any abnormality of Maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/Hospital, will be on the employee who makes the claim.
 - (iv) Earthquake, volcanic eruption or Tidal wave.
- (b) Incurred whilst traveling in an Air Craft other than as a ticket holding passenger in a fully licensed standard type of civil air craft operated by a recognized Air line on a Regular route or in a fully license standard type of civil air craft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a pilot holding a commercial pilot's License.
- (c) In respect of eye test or dental treatment.
- (d) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- (8) The benefits under this scheme shall not be cumulative and the words "Anyone year in clause" 18(iii) of the Agreement shall be deemed to be the period 01st January to 31st December, In the case of employee who join during the course of a year the overall limit and the event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- (9) In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject however, to the event limit specified in Clause 18 (iii) of the Agreement.

THE THIRD SCHEDULE

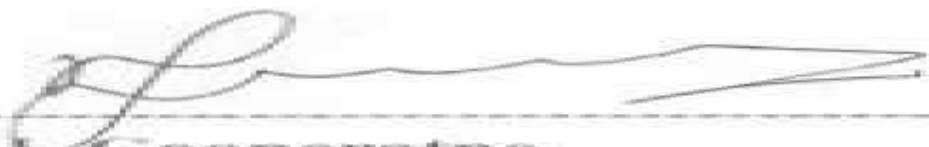
The parties agree to the following conditions in relation to the introduction of new Computer Based Banking Technology by the Bank covered and bound by this Agreement:

- (1) Wherever practical the Bank will endeavor to ensure that job are designed to include a mix or VDU/Non VDU tasks which seek to provide variation in visual and in mental demands upon the operator.
- (2) The work load of operators of VDUs will be regularly revived by the Management for the purpose of ensuring proper safety and effectiveness of the operations.
- (3) The Bank agrees to provide VDU Operator with adequate training within the parameters of their Job Description to ensure the safety and health of employees.

- (4) (a) In selecting VDUs the Bank will attempt to obtain the equipment which will ensure the following:
- (i) Screens that give clear stable images.
 - (ii) Proper sitting of Key Boards so as to ensure the reduction of stress and improve maneuverability.
 - (iii) Equipment which is quiet in operation so the level of noise is kept to a reasonable limit.
- (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.
- (c) The Bank will pay attention to the proper positioning of screens, key boards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.
- (d) The Bank will endeavor to provide lighting facility to minimize visual fatigue in the operation of VDUs.
- (e) Employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit at the cost of the Bank an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.
- (f) Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and he is already using spectacles when he is called upon to operate a VDU for the first time he will be permitted, at the expense of the Bank to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary will be borne by the Bank on the following basis.
- (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
 - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the scheme, the Bank will bear such additional cost as well.
- (5) Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours to long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
- (6) The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however, the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute raised on this issue.
- (7) The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options:
- (a) The aforementioned excess employees may be transferred to other sections/Departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment, which the Bank would under normal circumstances be entitled to effect.
 - (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employer considers it necessary.
 - (c) The Bank will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this Schedule.
- (8) For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.

In witness hereof parties have s

For and on behalf of
COMMERCIAL BANK OF CE



A L Gooneratne
Managing Director

Witnesses



G L C Amarasinghe
Chief Human Resources Officer



W M K L Weerasinghe
Deputy Director General
Employers' Federation of Ce

My No.: CI/328.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between the 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 on 10th November 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
16th March, 2010.

COLLECTIVE AGREEMENT NO. 26 OF 2010

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 on this 10th day of November Two thousand and Nine (2009) by and between the State Mortgage and Investment Bank of the one part. (herein after referred to as "the Bank") and the Ceylon Bank Employees' Union of the other part (Herein after 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 first January Two Thousand Nine to Thirty First December Two Thousand Eleven (01.01.2009 to 31.12.2011)

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 hereto.

3. **Date of operation and duration.**— This Agreement shall come into force on First January, 2009 (1st January, 2009) and thereafter continue to be enforce, unless it is determined by either party giving six months notice in writing to the other provided, however that no party shall give such notice to the other party before the 1st day of July, 2009 and such notice shall not expire before the 31st December, 2011.

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 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 30th June, 2010. 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 01st January, 2009, 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 Components linked to performance.

Fixed Component

The Fixed Component comprise the following items:

- (i) Rationalized Basic Salary as set out in the Annexure hereto, (those reaching the maximum of the salary scales of the highest grade in each category marked* against in the Annexure will be entitled for increments continuously into withstanding 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 01st January, 2009:
 - (i) Cost of Living Allowance as per item (b) below.
 - (ii) Rent Allowance as per (c) below.
 - (iii) 10% of Basic Salary, Rent Allowance and Cost of Living Allowance.
 - (b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December, 1999 at the index point of 2404.9 commencing 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. 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 with a minimum of Rs. 1,400.

Variable Component

(A) Basis of determination of Variable Component will be determined in the Course of time.

6. *Tax on Emoluments.*— The question of tax on emoluments will be resolved in consultation with the Ministry of Finance.

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 31st December, 2008, will be placed on 05th step of the relevant revised scale with effect from 01st January, 2009.

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

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

9. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favorable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment of such concessions shall continue to exist notwithstanding anything to the contrary contained herein.

10. Where as employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement award or custom to any rights or privileges more favorable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

11. "The Union shall assist and support the Management of the Bank in everything manner to obtain the maximum contribution of their members to achieve the targets set out in the Corporate Plan/Budget of the Bank. In this regard all employees covered and bound by this Agreement shall work on the request of the Management at least on eight holidays per annum on voluntary basis to implement projects designed and planned by the Management and agreed upon with the Trade Unions"

STATE MORTGAGE BANK
President Rajapaksa
Chairman
Sudimal Ajit Weerasinghe
General Manager

Witness to the above:
I. Wimalasena
Deputy General Manager
(Finance, Planning & Administration)
L. C. Samarawickraman
Assistant General Manager
(Personnel & Administration)

STATE MORTGAGE & INVESTMENT BANK

Salary Grade & Scales with effect from 01st January, 2009

	Post	Present Salary Scale	New Salary Scale
		Rs.	Rs.
01	Chief Manager, Senior Accountant, Manager, Banking & Treasury, Internal Auditor	33,870 – 1,340 × 12 – 49,950	42,365 – 1,570 × 12 – 61,205
02	Manager, Accountant Grade I, Branch Manager, Marketing Manager	26,645 – 880 × 20 – 44,245	33,055 – 1,015 × 20 – 53,355
03	Deputy Manager, Accountant Grade II Administrative Officer Grade II	21,970 – 770 × 20 – 37,370	27,680 – 890 × 20 – 45,480
04*	Assistant Accountant, Assistant Internal Auditor, Assistant Manager, Marketing and Publicity Officer, Staff Officer, Grade IV	18,105 – 580 × 20 – 29,705	22,720 – 660 × 20 – 35,920
05(a)*	Confidential Secretary (Pro. Grade)	15,700 – 450 × 20 – 24,700	19,400 – 500 × 20 – 29,400
05(b)*	Analyst/Programmer, Staff Officer Grade V Confidential Secretary Grade II, Data Control Assistant	14,070 – 410 × 20 – 22,270	17,840 – 465 × 20 – 27,140
06*	Senior Valuation Inspector, Junior Executive Officer, Book-Keeper Grade I, Systems Operator, Steno Typist Grade I, Data Processing Clerk Grade I	12,455 – 330 × 20 – 19,055	16,025 – 375 × 20 – 23,525
07*	Banking Assistant Grade I, Valuation Inspector, Computer Operator Grade I, Record Keeper	11,395 – 230 × 20 – 15,995	14,555 – 260 × 20 – 19,755
08(a)*	Steno Typist Grade II, Computer Operator Grade II, Data Processing Clerk Grade II	10,880 – 210 × 20 – 15,080	13,980 – 235 × 20 – 18,680
08(b)	Banking Assistant Grade II	10,435 – 210 × 20 – 14,635	13,485 – 235 × 20 – 18,185
08(c)	Receptionist Grade I, Steno Typist Grade III, Data Processing Clerk Grade III	10,145 – 155 × 20 – 13,245	13,165 – 175 × 20 – 16,665
09(a)	Banking Assistant Grade III,	9,775 – 155 × 20 – 12,875	12,750 – 175 × 20 – 16,250
09(b)	Receptionist Grade II,	9,570 – 115 × 20 – 11,870	12,520 – 130 × 20 – 15,120
10(a)*	Driver (Promotion Grade)	9,940 – 190 × 20 – 13,740	12,675 – 210 × 20 – 16,875
10(b)	Driver Grade I	9,440 – 155 × 20 – 12,540	12,120 – 175 × 20 – 15,620
10(c)*	Machine Operator, Office Assistant Grade I, Motor Cycle Orderly	9,440 – 155 × 20 – 12,540	12,120 – 175 × 20 – 15,620
11	Driver Grade II, Lift Operator Grade I, Office Assistant Grade II	8,940 – 140 × 20 – 11,740	11,570 – 155 × 20 – 14,670
12	Office Assistant Grade III, Lift Operator Grade II, Multi Duty Assistant Grade I	8,400 – 100 × 20 – 10,400	10,970 – 115 × 20 – 13,270
13	Multi Duty Assistant Grade II	7,980 – 95 × 20 – 9,880	10,510 – 105 × 20 – 12,610