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අංක 2078/35 – 2018 ජූලි 04 වැනි බදාදා – 2018.07.04
No. 2078/35 – WEDNESDAY, JULY 04, 2018

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1825.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between, Indian Overseas Bank, No.139, Main Street, Colombo 11, of the one part and The Ceylon Bank Employees' Union, 20, Temple Road, Colombo 10 of the other part on 16th January, 2018 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

A. WIMALAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
22nd June, 2018

Collective Agreement No. 14 of 2018

MEMORANDUM OF AGREEMENT UNDER THE
INDUSTRIAL DISPUTES ACT (1950) AS AMENDED
BETWEEN
INDIAN OVERSEAS BANK, HAVING ITS OFFICE AT
139, MAIN STREET, COLOMBO 11
AND THE CEYLON BANK EMPLOYEES' UNION,
HAVING ITS REGISTERED OFFICE
AT 20 TEMPLE ROAD, COLOMBO 10.

This Memorandum of Agreement between Indian Overseas Bank, Colombo (hereinafter referred to as "the bank") and the Ceylon Bank Employees' Union (hereinafter referred to as "the Union") entered into on this 16th day of January, Two Thousand and Eighteen, states as follows :

1. **Effect of Memorandum .-** It is agreed by and between parties that this Agreement shall constitute a Memorandum of Agreement under Section 12 of the Industrial Disputes Act No. 43 of 1950 as amended.

2. **Employees Covered and Bound .-** The employees covered and bound by this Agreement shall be the category of employees known and referred to as Managers, Deputy Managers and Assistant Managers in the Bank and hereinafter sometimes referred to as the employees or an employee as required. Provided however, the employer at its discretion may designate Assistant Managers (Grade II) as

Deputy Managers in Colombo Main Branch and Foreign Currency Banking Unit and as Managers of Branches or Extension Counters if and when set up in the future. Such employees too will be covered and bound by this Agreement but however, will remain on the same salary scale applicable to them.

3. **Date of Operation and Duration.**— This Agreement is effective for a minimum period of 3 years commencing 1st April 2015. Either party is entitled to give notice in terms of the Industrial Disputes Act of one clear calendar month excluding the month in which the notice is given, but such notice shall not terminate the Agreement before the said date, i.e. 31st of March 2018. The Union however shall have the right to initiate negotiations for a revised Agreement at any time after 1st October 2017.

4. **Basic Salary.**— With effect from 1st April 2015 the salary scales applicable to Assistant Managers, Deputy Managers and Managers ;

Assistant Managers

Grade I

Rs. 41,715/- – Rs. 45,495/-
Rs. 540/- x 7

Rs. 48,980/- – Rs. 66,060/-
Rs. 610/- x 28

Deputy Managers

Grade II

Rs. 48,985/- – Rs. 52,510/- – Rs. 71,830/-
Rs. 705/- x 5 + 840/- x 23

Managers

Grade III

Rs. 58,765/- – Rs. 77,465/-
Rs. 935/- x 20

5. **Cost of Living Allowance.**— It has been agreed between parties that the following shall be the payment in lieu of the monthly cost of living allowance for the duration of this Memorandum of Agreement:

- a) Rs. 22,000/- with effect from 1.4.2015
- b) Rs. 23,500/- with effect from 1.4.2016
- b) Rs. 25,000/- with effect from 1.4.2017

Provided, however, that the Department of Census and Statistics resumes the publication of a linking factor pertaining to the rate of payment in relation to the Colombo Consumers' Price Index (Base Year 2002) and the CCPI (Base year 2006/2007) and if the union makes a request for a meeting to discuss the modalities of making this payment, the Bank would be agreeable to do so.

6. **Immediate increase and conversion to salary scales.**— Every employee in employment as at the date of this Agreement shall receive the following monetary benefits and salary increases.

- (i) A sum equal to 15% of the gross salary (salary plus cost of living allowance) payable to an employee as at March 2015 shall be added to the salary of an employee as at 1st April 2015.
- (ii) Employees in employment as at the date of this Agreement shall receive no further increases calculated on the gross salary as at 31st March 2015 with effect from the 1st April 2016.
- (iii) Employees in employment as at the date of this Agreement shall receive no further increases calculated on the gross salary as at 31st March 2015 with effect from the 1st April 2017.

7. **Honorarium.**— For successful completion of each part of the Institute of Bankers Examination, Sri Lanka or London, an employee shall receive a sum of Rs. 15,000/-.

8. **Bonus.**—

- (i) a. 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 three months basic salary or two months gross salary as drawn by such employee for the month of December whichever is higher in respect of one complete year of service meaning January to December.
- b. In the event of an employee retiring from his services, bonus would be paid to him on a pro-rata basis.

- (ii) Gross salary for this purpose shall be the basic salary, cost of living allowance and the house rent allowance referred to at Clauses 4, 5 and 14 hereof.

9. Provident Fund.-

- (i) **RATES OF CONTRIBUTION.-** The rates of contribution to the Provident Fund by the Bank as from 1 st April 2015 shall be :

Bank's contribution	-	12%
Employee's contribution	-	8%

For the purpose of Provident Fund the basic salary, cost of living allowance and the house rent allowance will be taken into account.

- (ii) **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 National Savings Bank prevailing as at in 1st January the first half of the year and on the rate prevailing on the 1st of July for the second half of the year on the net Provident Fund monies invested at the Bank.

10. **Retirement.** - The age of retirement will be 60 years and on reaching the age of 60 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.

11. **Gratuity on Retirement/ Resignation/ Termination.** - The Payment of gratuity will be made as per the payment of Gratuity Act, No. 12 of 1983 subject to the following formula:

- (a) One month for every completed year of service up to a maximum of 24 months and half month for number of years service completed after 30 years.
- (b) Basic salary, cost of living allowance and house rent allowance will be taken into account for purpose of calculating gratuity.

12. **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 month's 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 it. The gross salary for this purpose shall be the last drawn basic salary plus the cost of living allowance plus the house rent 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.

13. **Conveyance Allowance.** - The Bank agrees to pay reimbursement of conveyance to employees covered and bound by this Agreement as follows :

With effect from 01.04.2015

Assistant Managers	Rs. 6,815/ -
Deputy Managers	Rs. 8,520/ -
Managers	Rs.10,445/ -

14. **House Rent Allowance.** - The Bank agrees to make payment on the following basis :

20% of the Basic salary mentioned in clause 4 above subject to the following maximum limits.

Grade I	From 01.04.2015	- Rs. 8,560/- per mensem
Grade II	From 01.04.2015	- Rs. 10,525/- per mensem
Grade III	From 01.04.2015	- Rs. 12,350/- per mensem

15. **Closing Allowance.** - The Bank shall pay Rs. 1,500 as closing allowance to those officials connected with the annual closing work immediately after the close of the Bank's financial year.

16. **Out of Pocket Allowance/ Working on Holidays.** - It was agreed between the parties that Assistant Managers, Deputy Managers and Managers in the Bank if called upon to work on holidays will be paid Rs.1,500/- if they work up to 4 hours and Rs. 250/- for every additional hour.

17. **Staff Loans.** - The modalities of the loans such as period of recovery and rate of interest will be decided by the bank. The loan Schemes to be introduced are:

- a) Housing Loan, b) Vehicle Loan

18. **Medical Benefits.** - The Medical Benefits available to the employees of the Bank would be as follows, and reimbursements will be as per the existing practice: -

- (a) Rs. 8,670/- per annum on declarations without bills
- (b) Rs. 47,580/- per annum based on prescriptions and bills
- (c) Hospitalization : Rs. 380,000 per annum with stipulation of an event limit of Rs.235,000 on the basis of an insurance policy.
- (d) **SPECTACLES, DENTURES AND HEARING - AIDS.** - The Bank will reimburse an employee on a non cumulative basis up to a maximum of Rs. 12,500/- for each of the above referred items and the facility would be available once in three years. In the case of spectacles, bills and receipts submitted for reimbursement must be supported by prescription from a Medical Eye Specialist.

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

19. **Maternity Grant.** - With effect from the date hereof an employee who is married will be entitled to a grant of Rs. 17,000/- in respect of each of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.

20. **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 30 calendar days paid leave, including intervening holidays, subject to the conditions in sub - clause (iii) hereof.

- (ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows :
 - (a) The full annual leave of 30 calendar days including intervening holidays if his employment commenced on or after 1st January but before 1st April;
 - (b) Leave of 21 calendar days including intervening holidays if his employment commenced on or after 1st April but before 1st July;
 - (c) Leave of 15 calendar days including intervening holidays if his employment commenced on or after 1st July but before 1st October ; and
 - (d) Leave of 8 calendar days including intervening holidays if his employment commenced on or after 1st October.
- (iii) **AVAILMENT.** - The availment of annual leave shall be by prior authorization of the Banks upon the employee's application, giving sufficient notice to the Banks, so as to ensure availment at times mutually convenient.
- (iv) **ACCUMULATION.** - Annual leave may be accumulated by an employee exclusively for the following purposes:
 - (a) Of 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 or on the occasion of death of a family member.
 - (c) For travel abroad for which purpose one month's prior notice shall be given.
 - (d) For marriage of the employee.
 - (e) Prolonged illness of the employee.
 - (f) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the management. Family member for purposes of (b) above shall mean spouse, children or parents.

- (v) Accumulated annual leave up to 180 calendar days can be encashed prior to Retirement. This will only be in the case of Retirement and not in the event of death, resignation or termination of services.

- (vi) Local Officers are also entitled to the facility of en cashing 15 days Annual Leave for every 2 years at the time of availing Leave Fare Concession. The Leave Fare Concession is more fully described in Schedule I hereto.
- B. MEDICAL LEAVE .-** (i) **ENTITLEMENT .-** An employee shall be entitled to not less than thirty (30) calendar 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 in any one year.
- (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 only be availed of on account of prolonged illness, hospitalization 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 hospitalization, 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 twelve (12) days casual leave inclusive of intervening holidays in each year of employment whereof not more than four (4) 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.

Un - availed casual leave will be added to annual leave in the following year.

21. **Suspension.-** (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub-clauses (ii) and (iii) below, receive half his salary (basic salary plus cost of living allowance plus house rent allowance) from the date of suspension up to six months and full pay thereafter.

- (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 (basic salary plus cost of living allowance plus house rent allowance) during his/ her 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.

22. **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 misconduct, 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 consider granting 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 entitlement 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 (e) 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 object to the person concerned which decision shall be final) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defendant 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 Banks 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 Bank as hitherto shall appoint a member of the Supervisory staff of the Branch of the same or higher grade (local-based or India based Officer) than the accused, as Prosecuting Officer other than the Inquiry Officer to present the case of the Bank at a Domestic Inquiry. The Prosecuting Officer shall function as such and be entitled to present the Bank's case examine the Banks' witnesses and cross-examine the accused employee and his witness/ es.
- (h) 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.
- (i) Within thirty (30) working days after the conclusion of the inquiry the Banks 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 fail to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Banks 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 Banks shall not be required to hold a domestic inquiry on 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 Banks 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 the 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 (3) months from the date on which such 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 of suspension or such later date as the Banks may determine ; provided further that the Banks 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 Banks to impose such other punishment other than termination, which may include the whole or part of the salary for the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Banks 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.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

23. **Trade Union Action.**— MATTERS RELATED AND COVERED IN THIS AGREEMENT .— The Unions and their members covered and bound by this Agreement jointly and severally agree with the Banks 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 any matter covered by this Agreement.

SCHEDULE I

LEAVE FARE CONCESSION

1. LFC facility is available to local officers.
2. No monetary benefit shall be extended in lieu of LFC.
3. Once in each block of two years for travel to any place in Sri Lanka. Block is to be framed from the date of promotion.
4. Member should give a minimum of 30 days notice for availing the facility.
5. Officers can encash 15 days annual leave once in 2 years block only at the time of availing LFC facility. When they avail LFC facility they will be required to take a minimum of 7 days annual leave.
6. Mode of Travel :- By Air/ Train/ Bus/ Taxi supported by tickets/ receipts.
Incidental expenses are not allowed. (Such as Vehicle) retaining charges/ Batta etc.)
7. Members should specify the correct distance in Kilometers of the places visited.

8. Member can travel to India after availing the facility and any travel expenses beyond the Sri Lankan boundary is not reimbursed.
9. Sanctioning of LFC and passing of relative bills for LFC availed by local officers will be processed/ sanctioned at the Branch itself.
10. In respect of travel by car, reimbursement will be restricted to the actual amount incurred or the prevailing rate per kilometer as advised by the Automobile Association of Sri Lanka/ reputed Travel Agents from time to time, whichever is less.
11. The member shall produce some sort of evidence as required by the Bank to prove that he/ she has actually visited the place mentioned in their application/ bill for leave Fare Concession.
12. Standard list, chart depicting distance in Kilometers from Colombo to various places in Sri Lanka will be available with Establishment Department.
13. If the member does not submit the claim forms within 15 days after reporting to work, his/ her LFC will be cancelled and member, should refund the leave encashment and his leave will be credited accordingly. The encashment of leave will not be considered without availing leave Fare Concession under any circumstances.
14. LFC facility is available to local officers, their spouses and unemployed dependant children only. However, in case of travel by car, dependant parents may accompany them.
15. Grade 1 Officers Employees are not eligible for travel by air. Where no other mode of travel other than by air is available, bank may permit such employee to travel by air but the reimbursement shall be restricted to train/ bus/ taxi fare, whichever is less.
16. When the spouse is also an employee of the Bank, only one is eligible to avail this facility. The employee opting to avail LFC under this provision will have to give an irrevocable option in this regard.
17. The maximum limit on LFC at any given time for a single block of 2 years will be Rs. 60,000/-.

SCHEDULE II

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 17 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.
(b) 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 one night's stay in a hospital.
3. Banks must be notified promptly, and in any event not later than on the first business day following admission to hospital.
4. Banks will be entitled to take out Insurance Policies covering reimbursements under this Scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable Banks to obtain reimbursement from the Insurance Companies. Banks will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
5. Employees shall uphold the principle of uberrimae fidei 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 the provisions set out in this Agreement.
6. (a) Banks 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 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 Banks shall consider such application 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 Schemes shall not cover benefits/ expenses :

(a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.

(b) Occasioned by or happening through :

(i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (Where 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, Venereal Disease, Insanity and illnesses resulting from Acquired Immune Deficiency Syndrome.

(iii) Normal child birth or pregnancy subject to clauses Covered in the insurance policy taken by the Bnk. Provided that if an employee has been employed for a continuous period of twelve months, 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 a 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.

(c) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airline on a regular route or in a fully licensed standard type of civil aircraft 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.

(d) In respect of Eye Tests or Dental treatment.

(e) 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 deemed to be the period 1 st January to 31 st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31 st December will be pro-rated to the number of full months of service up to 31 st 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 the Agreement.

**In witness hereof th
of January, Two Tho**

**For and On behalf of:
Indian Overseas Bank**



Name: Ms. Regimol B.G.

Designation: Country Head

WITNESSES:

1.

Name: Vajira Ellepola

Designation: Deputy Director

3.

Name: Chameel

Designation: Senior I

My No. : CI / 1379.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between National Savings Bank, No. 255, Galle Road, Colombo 03 of the one part and the Executive Officers' Association of the National Savings Bank of the other part on 06th May 2016 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
22nd June, 2018.

Collective Agreement No. 11 of 2016

ADDENDUM to COLLECTIVE AGREEMENT

Between

The National Savings Bank, No. 255, Galle Road, Colombo 03
hereinafter referred to as the 'Bank' on the One Part

And

The Executive Officers' Association of the National Savings Bank
hereinafter referred to as the 'Union' on the Other Part

This Agreement is made and entered into at Colombo this 6th day of May 2016 by and between the National Savings Bank and the Executive Officers' Association of the National Savings Bank.

WHEREAS the Bank and the Union have entered into a Collective Agreement dated 03.07.2015 for the Period from 01.01.2015 to 31.12.2017 (hereinafter referred to as the Collective Agreement).

AND WHEREAS by the said Collective Agreement, the parties hereto have agreed to finalise the terms and conditions concerning non-Salary benefits and other allowances of the employees of the Bank covered by the said Collective Agreement.

AND WHEREAS the said parties hereto hereby agree to the non-salary benefits and other allowances and medical assistance which are included in this addendum in the first and Second Schedules hereto respectively, which form an integral part of the said Collective Agreement.

THE FIRST SCHEDULE REFERRED TO ABOVE

NON - SALARY BENEFITS

1. The following allowances shall come into effect from 1st January 2015 in the case of categories of employees specified under each of the following sub categories:

1.1 Counter Service Incentive.- (Formerly CASHIERS' And CASHIER CUM CLERKS' RISK ALLOWANCE)

Cashiers, cashier cum clerks and Cashier (pawning) who are called upon to bear the cash risk shall be paid an allowance of Rs. 110/- per day on which such work is performed.

- 1.2 **'B' Class Signing Powers.-** The Bank shall pay an allowance of Rs. 108/- per day for officers who exercise temporary 'B' Class Signing Powers subject to a maximum of Rs. 2160/- per month.

1.3 **'A' Class Signing Powers.**— The Bank shall pay an allowance of Rs. 145/- per day for officers who exercise temporary 'A' Class Signing Powers subject to a maximum of Rs. 2900/- per month.

1.4 **Difficult Area Allowance.**— The Bank shall pay a Difficult Area allowance to employees who are working in Branches which have been recognized by the management as Difficult Area as follows:

<u>Grade</u>	<u>Difficult Area Allowance</u>
Grade IV and above	Rs. 2160.00
Grade V and VI	Rs. 1800.00
Grade VII (Minor Employees)	Rs. 1590.00

1.5 **Allowance to field officers.**— The Bank shall pay an allowance of Rs. 2250/- per month to officers who are considered by the Management as Field Officers irrespective of the grade to which they belong.

1.6 **Out of Pocket Allowance.**— Officers in Grade IV and above who are called upon to work on week days after normal office hours or on holidays shall be paid the following hourly rates subject to the condition that to become entitled for the said allowance on a week -day, the officer should work at least 1 hour after normal office hours subject to a maximum of 2 hours and on holidays a minimum of 4 hours subject to a maximum of 8 hours.

<u>Grade</u>	<u>Amount</u>
Gr. I and above	Rs.600.00
Gr. II	Rs. 540.00
Gr. III - I	Rs. 500.00
Gr. III - II	Rs. 450.00
Gr. III-III	Rs. 390.00
Gr. IV	Rs. 345.00
Officer Trainees	Rs. 220.00
Banking Assistants (Contact)	Rs. 110.00

The hourly rate paid for officers in Grade IV and above, working on week-ends and statutory holidays subject to a minimum of 4 hours and maximum 8 hours shall be one and half (1 1/2) of the above rate. (Officers who work on week - days after office hours are not entitled to the additional payment of half of the above rate).

1.7 **Acting Allowance.**— An officer acting in a higher grade shall be paid an Acting Allowance of a sum equivalent to one half of the difference between the initial of the salary scale of the Acting Grade and the present Grade, provided he has acted for more than 30 days at a stretch, subject to existing regulations.

1.8 **Key Holding Allowance.**— Officers who hold the responsibility of 'A' and 'B' safe Keys (cash and pawning safe) shall be paid Rs. 20/- per day up to a maximum of Rs. 400/- per month.

1.9 **Annual Increment on Retirement.**— It is agreed to grant the increment proportionately computed on the basis of months completed by an employee during his/her incremental year in the case of those who are retiring prior to the date of their annual increment.

THE SECOND SCHEDULE REFERRED TO ABOVE

Medical Assistant Scheme

Reimbursement of medical expenses shall be made in terms of existing regulations subject to the limits given below:

The revised reimbursement rates shall be effective from 01.01.2015.

- Once and for all facility of Rs. 825,000/- for special treatment such as surgery in respect of brain, kidney or heart to be done locally and abroad. This facility shall be extended to include a member of the family (Spouse and children) so that the total claimed either by the staff member or any other member of the family or both does not exceed Rs.825,000/- and the said employees will be entitled for additional Rs. 75,000/- for post medicine Surgery.

b) A maximum of Rs. 76,500/- per annum for continued medication for critical illnesses i.e. Heart Surgery, Kidney, Liver, Lung, Brain Surgery or any other major surgery.

c) Routine Medical Expenses	Rs. 28,618.00
Specialist Charges	Rs. 47,580.00
Eye Care	Rs. 20,271.00
Dental Care	Rs. 17,886.00
Hospital Charges	Rs. 195,000.00


d) Maternity in Government Hospitals

The following payments shall be made subject to the limits of claim indicated against, for the first three children.


Normal / Forceps Delivery	Rs. 14,896/-
Caesarean Delivery	Rs. 27,428/-

For and on behalf of the

NATIONAL SAVINGS BANK




Aswin De Silva
Chairman




S D N Perera
General Manager/CEO

WITNESSES



G V A D D Silva
Asst. General Manager (Operations)



M Y Gunasekera
Asst. General Manager (Finance)