

අති විශෙෂ EXTRAORDINARY

අංක 1995/3 – 2016 නොවැම්බර් 28 වැනි සඳුදා – 2016.11.28 No. 1995/3 – MONDAY, NOVEMBER 28, 2016

( Published by Authority)

# PART I: SECTION (I) - GENERAL

# **Government Notifications**

My No.: CI / 1379.

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hatton National Bank, No. 255, Galle Road, Colombo 03 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 03rd day of July 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATUNGA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05. 13th November, 2016.

### Collective Agreement No. 12 of 2016

COLLECTIVE AGREEMENT

Between

National Savings Bank, No. 255, 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 Third day of July, Two Thousand and Fifteen (03rd July 2015), by and between the National Savings Bank of the one part (hereinafter referred to as ("the Bank") and the 'Ceylon Bank Employees' Union of the Trade Union Front of the other part (hereinafter referred to as "the Union"). The National Savings Bank and the Ceylon Bank Employees' Union agree to the following.

*Title.*—This Agreement will be known and referred to as "NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT" with the "CEYLON BANK EMPLOYEES' UNION" for the period from First day of January, Two Thousand and Fifteen to Thirty First day of December, Two Thousand and Seventeen (01.01.2015 - 31.12.2017).

- 1. *Employer to be Covered and Bound.* This Agreement shall cover and bind the National Savings Bank, which is a party to this Agreement.
- 2. *Employees to be Covered and Bound.* This Agreement shall cover and bind the members of the Ceylon Bank Employees' Union in employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annexe hereto.
- 3. *Date of Operation and Duration.* This Agreement shall come into force on First day of January Two Thousand and Fifteen (1st January 2015) and thereafter continue to be in force, unless it is determined by either party giving six months' notice in writing to the other party provided, however, that no party shall give such notice to the other party after the First day of July Two Thousand and Seventeen (01st July 2017).
  - 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 Ceylon Bank Employees' Union and reach finality, on or before 31st day of December 2015, After an Agreement has been arrived at, as regards 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, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.
- 5. *Salary Components.* As from 1<sup>st</sup> day of January 2015 (01.01.2015) each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following components:
  - (a) Fixed component linked to "Basic Salary" and related allowances.
  - (b) Variable component linked to performance.

FIXED COMPONENT.- The Fixed Component comprises the following items:

- (i) Revised Basic salary as set out in the Annexe hereto, (Increments will be granted continously notwithstanding the maximum point given in the salary scales).
- (ii) Allowances
  - (a) In addition to the basic salary, the following allowances will be paid, effective from 1<sup>st</sup> day of January 2015 (01.01.2015).
    - (i) Cost of Living Allowance as per item (b) below.
    - (ii) Rent Allowance as per (c) below.
    - (iii) 10% of the 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. 2,404.9, the computation should be at the rate of Rs. 2.75 per point.
- (c) The Rent Allowance will be 20% of the Basic Salary.

Variable Component.- Basis of determination of variable component will be determined in the course of time.

6. Tax on Emoluments.- PAYEE Tax on emoluments of staff will be borne by the Bank.

#### 7. Conversion of the Basic Salary.-

- (a) The basic salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.
  - e.g. An employee who had been on the 5 th step of the scale as at 31.12.2014 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2015.
- (b) Non-Banking Stream Personnel shall also be placed at the appropriate revised salary scale, on the same basis.
- 8. The UNION further agrees to assist and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.
- 9. *Conversion Anomalies.* Any anomaly that would arise consequent to this revision shall also be examined by a Committee comprising representatives of the Bank and the Union and will be rectified suitably.
- 10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the union are more favourable than the terms and conditions provided for in the agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment and such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.
- 11. Where an employee was immediately prior to the date hereof entitled to or 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 favourable than those to which he / she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.
- 12. *Review of the Salary Structure*. The National Savings Bank and the Ceylon Bank Employees' Union jointly agree to review the existing salary structure of the employees referred in clause No. 05 of this Agreement.

Chairman. S D N Perera General Manager/CEO ksst.General Manager ( Asst. General Manager

### **Annexe**

# Revised Salary Sclaes effective from 01.01.2015

Grade	Present Salary Scale 2012	Revised Salary Scale 2015
Grade I	55,190 -77,990 1,900 x 12	83,025 - 114,225 2,600 x 12
Grade II	43,665 - 68,165 1,225 x 20	64,730 - 97,130 1,620 x 20
Grade III - I	35,800 - 56,700 1,045 x 20	52,900 - 80,000 1,355 x 20
Grade III - II Con.Secretary - Class II	29,760 - 45,260 775 x 20	43,510 - 63,210 985 x 20
Grade III - III Supervisor Con.Secretary Class I	23,510 - 34,310 540 x 20	34,250 - 47,650 670 x 20
Steno - Grade IV	21,810 - 30,410 430 x 20	31,880 - 42,680 540 x 20
Grade IV Supervisor Stenographer III	21,235 - 29,935 435 x 20	31,000 - 41,700 535 x 20
Stenographer - II	18,390 - 23,790 270 x 20	<u>26,500 - 33,100</u> 330 x 20
Stenographer - I	17,465 - 21,465 200 x 20	<u>24,990 - 29,990</u> <u>250 x 20</u>
Banking Assistant - III	19,210 - 25,210 300 x 20	28,300 - 35,600 365 x 20
Banking Assistant - II	17,830 - 23,230 270 x 20	25,825 - 32,325 325 x 20
Banking Assistant - I	16,995 - 20,995 200 x 20	24,050 - 28,850 240 x 20
Sk.L.III/SG. III/Dri.III	16755 - 21,555 240 x 20	23,370 - 29,070 285 x 20
Sk.L.II/SG. II/Dri.II/Peon III	16,125 - 20,125 200 x 20	22,630 - 27,430 240 x 20
Sk.L.I/SG. I/Dri.I./Peon II	15,505 - 19,005 175 x 20	21,910 - 26,010 205 x 20
Peon I	14,825 - 17,425 130 x 20	21,110 - 24,210 155 x 20

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 Trade Union Front of National Savings Bank (Jathika Sevaka Sangamaya and Sri Lanka Independent Bank Employees' Union) of the other part on 03rd day of July 2015 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

M. D. C. AMARATUNGA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05. 13th November, 2016.

### Collective Agreement No. 13 of 2016

COLLECTIVE AGREEMENT

Between

National Savings Bank, No. 255, Galle Road, Colombo 03

of the one part

And

Trade Union Front of National Savings Bank (Jathika Sevaka Sangamaya and Sri Lanka Independent Bank Employees' Union)

of the other part

This Collective Agreement is made on this Third day of July, Two Thousand and Fifteen (03rd july 2015), by and between the National Savings Bank of the one part (hereinafter referred to as "the Bank") and the Trade Union Front of the other part (hereinafter referred to as "the Union"). The National Savings Bank and the Trade Union Front agree to the following:

*Title.*—This Agreement will be known and referred to as "NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT" with "THE TRADE UNION FRONT" for the period from First day of January, Two Thousand and Fifteen to Thirty First day of December, Two Thousand and Seventeen (01.01.2015 - 31.12.2017).

- 1. *Employer to be Covered and Bound.* This Agreement shall cover and bind the National Savings Bank, which is a party to this Agreement.
- 2. Employees to be Covered and Bound.— This Agreement shall cover and bind the members of the Trade Union Front in employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annexe hereto.
- 3. *Date of Operation and Duration.* This Agreement shall come into force on First day of January Two Thousand and Fifteen (1st January 2015) and thereafter continues to be in force, unless it is determined by either party giving six months' notice in writing to the other party provided, however, that no party shall give such notice to the other party after the First day of July Two Thousand and Seventeen (01st July 2017).
  - 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 Trade Union Front and reach finality, on or before 31st December 2015 after an Agreement has been arrived at, as regards 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, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.
- 5. *Salary Components.* As from 01.01.2015 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following Components:
  - (i) Fixed Component linked to "Basic Salary" and related allowances.
  - (ii) Variable Component linked to performance.

FIXED COMPONENT.- The Fixed Component comprises the following items:-

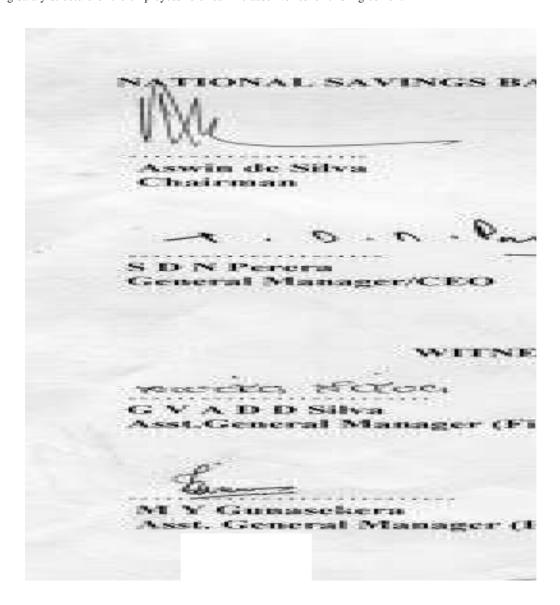
- Revised Basic salary as set out in the Annexe hereto, (Increments will be granted continously notwithstanding the maximum point given in the salary scales).
- (ii) Allowances
  - (a) In addition to the basic salary, the following allowances will be paid, effective from 01.01.2015.
    - i) Cost of Living Allowance as per item (b) below.
    - ii) Rent Allowance as per (c) below.
    - iii) 10% of the 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 from January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/-. If the index point drops below the December level *i.e.* 2,404.9, the computation should be at the rate of Rs. 2.75 per point.
  - (c) The Rent Allowance will be 20% of the Basic Salary.

VARIABLE COMPONENT.- Basis of determination of variable component will be determined in the course of time.

- 6. Tax on Emoluments.- PAYEE Tax on emoluments of staff will be borne by the Bank.
- 7. Conversion of the Basic Salary.-
  - (a) The basic salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.
    - e.g. An employee who had been on the 5th step of the scale as at 31.12.2014 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2015.
  - (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.
- 8. The **Union** further agrees to assist and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.
- 9. *Conversion Anomalies.* Any anomaly that would arise consequent to this revision shall also be examined by a Committee comprising representatives of the Bank and the **Union** and will be rectified suitably.
- 10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the **Union** are more favourable than the terms and conditions provided for in the agreement, then

nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment and such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

- 11. Where an employee was immediately prior to the date hereof entitled to or 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 favourable than those to which he / she would be entitled under this agreement, nothing in this agreement shall be deemed or construted to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.
- 12. *Review of the Salary Structure*. The National Savings Bank and the Trade Union Front jointly agree to review the existing salary structure of the employees referred in clause No. 05 of this Agreement.



### **Annexe**

# Revised Salary Sclaes effective from 01.01.2015

Grade	Present Salary Scale 2012	Revised Salary Scale 2015
Grade I	55,190 -77,990 1,900 x 12	83,025 - 114,225 2,600 x 12
Grade II	43,665 - 68,165 1,225 x 20	64,730 - 97,130 1,620 x 20
Grade III - I	35,800 - 56,700 1,045 x 20	52,900 - 80,000 1,355 x 20
Grade III - II Con.Secretary - Class II	<u>29,760 - 45,260</u> 775 x 20	43,510 - 63,210 985 x 20
Grade III - III Supervisor Con.Secretary Class I	23,510 - 34,310 540 x 20	34,250 - 47,650 670 x 20
Steno - Grade IV	21,810 - 30,410 430 x 20	31,880 - 42,680 540 x 20
Grade IV Supervisor Stenographer III	<u>21,235 - 29,935</u> 435 x 20	31,000 - 41,700 535 x 20
Stenographer - II	18,390 - 23,790 270 x 20	<u>26,500 - 33,100</u> 330 x 20
Stenographer - I	17,465 - 21,465 200 x 20	24,990 - 29,990 250 x 20
Banking Assistant - III	19,210 - 25,210 300 x 20	28,300 - 35,600 365 x 20
Banking Assistant - II	17,830 - 23,230 270 x 20	25,825 - 32,325 325 x 20
Banking Assistant - I	16,995 - 20,995 200 x 20	24,050 - 28,850 240 x 20
Sk.L.III/SG. III/Dri.III	16755 - 21,555 240 x 20	23,370 - 29,070 285 x 20
Sk.L.II/SG. II/Dri.II/Peon III	16,125 - 20,125 200 x 20	22,630 - 27,430 240 x 20
Sk.L.I/SG. I/Dri.I.P/eon II	15,505 - 19,005 175 x 20	21,910 - 26,010 205 x 20
Peon I	14,825 - 17,425 130 x 20	21,110 - 24,210 155 x 20