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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

අංක 2214/15 – 2021 පෙබරවාරි 08 වැනි සඳුදා – 2021.02.08
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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1867.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chiththampalam A Gardiner Mawatha, Colombo 02 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 20th September 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

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

Department of Labour,
Labour Secretariat,
Colombo 05.
15th December, 2020.

Collective Agreement No. 42 of 2018

ADDENDUM TO COLLECTIVE AGREEMENT

(FOR THE PERIOD 01.01.2018 to 31.12.2020)

BETWEEN

People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 2
(hereinafter referred to as the Bank) of the one part

AND



Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10
 (hereinafter referred to as the Union) of the other part.

WHEREAS the Bank and the Union has entered into a Collective Agreement dated 20th day of September 2019, for the period 01.01.2018 to 31.12.2020. (hereinafter referred to as the "Collective Agreement").

This addendum is made and entered on 20th day of September 2019 at Colombo to the said Collective Agreement.

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

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

THE FIRST SCHEDULE ABOVE REFERRED TO

1. NON SALARY BENEFITS

The following allowances effect from 1st January, 2018 in the case of categories of employees specified under each of the following sub - categories.

1.1 CASHIER'S RISK ALLOWANCE

Cashiers and Cashier cum Clerk who are called upon to bear the cash risk, will be paid and allowance of Rs. 130/- per day on which such work is performed.

1.2 VDU OPERATORS' ALLOWANCE

1.2.1 The Bank will pay an allowance of Rs. 30/- per day upto a maximum of Rs. 600/- per month, only to employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and works on full time basis at a VDU. The Union will have the right to make representations to the Bank on the question whether, the main or primary function of an employee is the operation of a VDU.

1.2.2 Where a Cashier or a Teller of the Bank operates a VDU and if such person is entitled to a Teller Allowance/Black Light Allowance such Cashiers or Tellers will be entitled to only 50% of the VDU allowance.

1.2.3 Those employees who work on a VDU on relief or part time basis will be entitled to this allowance, only if the employee performs such duty for two hours or more per day.

1.2.4 Non Receipt of Two Allowances

No employee shall be entitled to more than any one of the under mentioned allowance:

- a. Telex Operators' Allowance
- b. VDU Operators' Allowance

1.3 DEVELOPMENT ASSISTANTS' ALLOWANCE

Development Assistants will be paid an allowance of Rs. 2530 per month.

1.4 TELLERS' ALLOWANCE / BLACK LIGHT ALLOWANCE

Those appointed as Tellers' and are exercising such duties will be paid an allowance of Rs. 130 per day worked subject to a maximum of Rs. 2600 per month. Those exercising authority on Black Light signature verification will be paid an allowance of Rs. 25 per day subject to a maximum of Rs. 500 per month, provided however, no employee shall be entitled to receive both these allowances for any one day.

1.5 MACHINE OPERATORS' ALLOWANCE

Those who operate heavy electrical and mechanical accounting machines, such as NCR type 32 will be paid an allowance of Rs. 20/- per day on which such work is performed.

1.6 TELEX OPERATORS' 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 effective date of this Agreement, Rs. 75/- per day subject to a maximum of Rs. 1,500/- per month, provided such work is performed by Operators other than those who have been recruited for the purpose.

1.7 KEY HOLDING ALLOWANCE

Clerks/Clerk cum Cashiers duly authorised to hold keys that would normally be handled by an officer will be paid a Key Holding allowance of Rs. 100/- per day.

1.8 DISTURBANCE ALLOWANCE

Employees who are not on shift duty but called upon to report for duty before 6.30 a.m. will be paid a Disturbance Allowance as given below:

<i>Grade</i>	<i>Amount</i>
Gr. III(2) and above	- Rs. 460 - per day
Gr. III(3) and Gr. IV	
Clerical and allied grades	- Rs. 380 - per day
Below Clerical	- Rs. 300 - per day

1.9 OUT OF POCKET ALLOWANCE

Officers who are called upon to work on weekdays, after normal office hours or on holidays will be paid at following hourly rates subject to a limit of 2 hours on week days and maximum of 8 hours on holidays and subject to existing regulations.

<i>Grade</i>	<i>Amount</i>
Gr. I (Chief Manager)	- Rs. 720 - p.h.
Gr. II (Senior Manager)	- Rs. 650 - p.h.
Gr. III(1) (Manager)	- Rs. 610 - p.h.
Gr. III(II) (Duputy Manager)	- Rs. 550 - p.h.
Gr. III(3) (Asst. Manager)	- Rs. 480 - p.h.
Gr. IV	- Rs. 425 - p.h.
Management Trainees	- Rs. 290 - p.h.

The hourly rate paid for weekends and statutory holidays will be 1 1/2 (one and half) the normal rate. The entitlement for out of pocket allowance is based on a minimum one hour of work after the normal working hours. However the employees are entitled to claim out of pocket allowance for the work done beyond one hour for the following 15, 30 and 45 minutes too, proportionately and within the above limit.

1.10 DIFFICULT STATION ALLOWANCE

Employees who are serving in Branches categorised as uncongenial and highly uncongenial will be paid a Difficult Station allowance as given below on monthly basis:

Highly Uncongenial

Manager Gr. III(1) and above	-Rs. 3790 - p.m.
Officers including Steno (C.S.)	-Rs. 3050 - p.m.
Clerical and Allied Grades	-Rs. 2530 - p.m.
Below Clerical Grades	-Rs. 1870 - p.m.

Uncongenial

Manager Gr. III(1) and above	-Rs. 2870 - p.m.
Officers including Steno (C.S.)	-Rs. 2370 - p.m.
Clerical and Allied Grades	-Rs. 1870 - p.m.
Below Clerical Grades	-Rs. 1450 - p.m.

(50% increase after two years, if a transfer is requested).

1.11 ACTING ALLOWANCE

An employee acting in a higher grade will be paid an Acting Allowance a sum equivalent to half the difference between the initial of the salary scale of the acting grade and his grade, provided he has acted for more than 30 days at a stretch, subject to existing regulations.

1.12 PROPORTIONATE ANNUAL INCREMENT ON RETIREMENT

It is also agreed to grant salary increments proportionately on the basis of completed months to those retiring prior to date of annual increment.

THE SECOND SCHEDULE ABOVE REFERRED TO

MEDICAL ASSISTANCE SCHEME

Reimbursement of Medical Expenses will be made in terms of existing regulations subject to the limits specified below which shall come into effect from 01.01.2018 to 31.12.2020.

Medical Assistance Scheme – Summary of Members Entitlement


<i>Main and sub category</i>	<i>Executive Grade</i>	<i>Officer Grade</i>	<i>Staff Asst. Grade</i>	<i>Other Grades</i>
A. Hospitalisation				
A (I) + (II) (Amalgamate (I) + (II) Hospitalisation for Medical Treatment and Surgical Treatment)	232,000/-	205,000/-	177,500/-	164,500/-
(III) Maternity				
(a) Normal Forceps	43,600/-	39,000/-	34,800/-	34,100/-
(b) Caesarean	71,000/-	64,500/-	58,000/-	58,000/-
B. Non Hospitalisation				
(I) Treatments given by Specialists	41,800/-	41,800/-	41,800/-	41,800/-
(II) Routine (On reimbursement basis)	38,000/-	38,000/-	34,700/-	34,700/-
(III) Tests and Special Services	28,500/-	28,500/-	28,500/-	28,500/-
(IV) Corrective Treatment/appliances	39,750/-	39,750/-	39,750/-	39,750/-
(Excess amounts to be reimbursed under Routine Medical Expenses if a balance is available)				
If any of categories B I, B III and B IV have exhausted, unutilised portion of B I, B III or B IV can be used. Only the maximum amount of B (IV) category Rs. 39,750/- can be used for the spectacles.				
C. Special categories				
Grave Illness	950,000/-	950,000/-	950,000/-	950,000/-
For Medical treatment (under Grave Illness) maximum for a year	100,000/-	100,000/-	100,000/-	100,000/-
For Medical treatments for Grave Illnesses under special category once and for all basis	100,000/-	100,000/-	100,000/-	100,000/-
* Once in a life time to the staff member and to another family member so that the total claimed either by the staff member or any other member of the family or both do not exceed Rs. 950,000/-.				
D. Travelling	6,350/-	6,350/-	6,350/-	6,350/-
E. Management Trainees/Customer Service Assistants/Probationers	15,180/-	15,180/-	15,180/-	15,180/-
F. Maternity in Govt. Hospitals				
Normal/Forceps	32,000/-	32,000/-	32,000/-	32,000/-
Caesarean	51,000/-	51,000/-	51,000/-	51,000/-
G. Treatment at Govt. Hospitals **				
General	3850/- p.d.	3850/- p.d.	3850/- p.d.	3850/- p.d.
Surgical				
** (Maximum period 30 days only)	5060/- p.d.	5060/- p.d.	5060/- p.d.	5060/- p.d.

**FOR AND ON BEHALF OF THE
PEOPLE'S BANK**


.....
**NISSANKA NANAYAKKARA
CHAIRMAN**


.....
**G.B.R.P. GUNAWARDANA
CEO/GENERAL MANAGER**

WITNESS TO THE ABOVE SIGNATURES


.....
**ROHAN PATHIRAGE
SENIOR DEPUTY GENERAL
HR & LEGAL**


.....
**AZAM A AHAMAT
HEAD OF FINANCE**

Colombo, on this 20th day of September 2019

COLLECTIVE AGREEMENT

2018 TO 2020

This Collective Agreement is made and entered into on this 20th day of September, 2019 by and between the People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 (hereinafter referred to as 'the Bank') of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 (hereinafter referred to as 'the Union'). of the other part.

Title.— This Agreement shall be known and referred to as "The People's Bank Collective agreement with the Ceylon Bank Employees' Union" for the period First day of January Two Thousand and Eighteen to Thirty First day of December Two Thousand and Twenty (01.01.2018 to 31.12.2020).

1. **Employer to be Covered and Bound.**— This Agreement shall cover and bind the People's 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 and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the Annexure - I hereto.

3. **Date of Operation and Duration.**— This Agreement shall come into force with effect from First day of January Two Thousand and Eighteen (1st January 2018 - effective date) 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 Twenty (1st July 2020).

4. Matters covered and variation of terms and Conditions of Employment and Benefits .-

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the union in relation to the period 2018 - 2020 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 Ceylon Bank Employee Union and reach finality on or before Thirty first day of December Two Thousands and Eighteen (31st December 2018). 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.
- (c) The agreement entered between the Peoples Bank and the Ceylon Bank Employees' Union - Peoples Bank Branch on 31.08.2018 stands cancelled from the effective date of this agreement.

5. Salary Components.- As from 01st day of January Two Thousands and Eighteen (1st January 2018) 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 the following Components.

- (a) Fixed Component linked to "Basic Salary" and related allowances.
- (b) Variable Component linked to performance. (Please refer section 5.2)

5.1 Fixed Component.

The Fixed Component comprise the following items:

- (i) Revised Basic salary as set out in Annex I hereto, (Increments will be granted continuously not 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 1st day of January two thousand and Eighteen (1st January 2018).
 - (i) Cost of Living Allowances as per item (b) below.
 - (ii) Rent allowance as per items (c) below
 - (iii) 10% of Basic Salary, Rent allowances and cost of Living Allowance.
 - (b) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December, 1999 at the index point of 2,404.9 commencing from January, 2000 every one (01) point change over and above the Colombo Consumer price index (CCPI) of December 1999 will be computed at Rs. 3.00 -. If the Index point drops below the December levels i.e. 2,404.9, the computation should be at the rate of Rs. 2.75 per point.
 - (c) The rent allowance, which will be 20% of the Basic Salary.

5.2 Variable Component

Basis of determination of Variable component shall be decided upon in the course of time.

6. Taxes on Emoluments.- PAYE Tax on emoluments of staff shall 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 31.12.2017 will be placed on the 5 th step of the relevant revised scale with effect from 01.01.2018.

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

8. **Conversion Anomalies.** - The People's Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the years 2018 - 2020 subject to the referring to a salary and Cadre Committee to examine the possible anomalies associated with calculation of increments in the Salary Scales.

9. **Review of the Salary Structure.** - The People's Bank and the Ceylon Bank Employees' Union jointly agree to review the existing salary structure of the Employees referred to in clause No. 5 of this Agreement.

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 this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment or 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 constructed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.


12. OTHER COMMITMENTS

The Ceylon Bank Employees' Union further agrees to assist, cooperate and support to 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 performance Plan of the Bank.

The common seal of the People's Bank was affixed hereto
at Colombo on this 20th day of September, 2019 in the presence of
Mr. Nissanka Nanayakkara - PC- Chairman and
Mr. G. B. R. P. Gunawardana - CEO/ General manager of People's Bank.

**FOR AND ON BEHALF OF
PEOPLE'S BANK**


NISSANKA NANAYAKKARA -
CHAIRMAN


G.B.R.P. GUNAWARDANA
CEO/GENERAL MANAGER

WITNESS TO THE ABOVE S


ROHAN PATHIRAGE
SENIOR DEPUTY GENERAL
HR & LEGAL


AZZAM A. AHAMAT
HEAD OF FINANCE

Colombo on this 20th day of Sept

**COLLECTIVE AGREEMENT
REVISED SALARY SCALE**

Grade
GR - I
GR - II
GR - 3(I)
3(II)/Dy. Finance Officer/ Asst. Law Off.-II/Ass. Sec Sup-II/Con. Secretary-II (F) 3-III(BS)/Con Sec. - I
3-III(NBS)/Asst. Fin. Off. Asst. Law Off-I/Asst. Sec Sup-I/Jun. Con Sec.
Gr. IV/Secu. Insp. - II (F) Steno -Supra -@ - (F)
Staff Asst -I (F)/Steno-III(F) Communication Asst (F) Security Inspector - I(F)
Steno- II @/Typist-III@ (F) Sec. Asst (F)/Tel. Op.-III (F)
Staff Asst-II/Steno-II/Jun Secu. Officer (F)
Driver-III (F)/Sk.Labourer-I (F)
Steno-I@/Typist - II@/Tel. Oper-II
Staff Asst-III/Steno-I
Record & Ser. Asst./ Off. Asst.-III (F)/Driver-II/ Sk.Lab.-II/ Secu. Asst.-II/L Op-III (F)
Typist-I/Tel.Op-I/ Service Asst-I
Off. Asst. -II/Driver-I/ Sk. Lab.-I/ Secu. Asst.-I/ Lift-Op-II/Lab-III (F)
Off Asst.-I/Lab-II/ Lift Op-I
Labourer - I

PEOPLE'S BANK**ALLOWANCES PAYABLE IN ADDITION TO THE BASIC SALARY 2018 - 2020**

- (a) Rent Allowance (20% of Basic Salary).
- (b) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December 1999 at the index point of 2,404.9 commencing from January 2000 every one (01) point change over and above the Colombo Consumer price index (CCPI) of December 1999 only will be computed at Rs. 3.00. If the Index point drops below the December level i.e. 2,404.9, the computation will be at the rate of Rs. 2.75 per point.
- (c) 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.