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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2305/07 – 2022 නොවැම්බර් මස 07 වැනි සඳුදා – 2022.11.07
No. 2305/07 – MONDAY, NOVEMBER 07, 2022

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1784.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ace Containers (Pvt) Ltd, No. 315, Vauxhall Street, Colombo 02 of the One Part and the Ceylon Mercantile, Industrial & General Workers Union, No. 3, Bala Tampoe Lane, Colombo 03 of the Other Part on 22nd December 2021 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.
19th October, 2022.



Collective Agreement No. 01 of 2022

COLLECTIVE AGREEMENT

Collective Agreement entered into on this 22nd day of December Two Thousand Twenty One between Ace Containers (Pvt) Ltd., a company duly registered and having its registered office at 315 Vauxhall Street, Colombo 2 and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial & General Workers Union (CMU) a Trade Union duly registered and having its registered office at No.3, Bala Tampoe Lane, Colombo 3, and hereinafter referred to as "the Union".

Whereas the Union made certain proposals to the Employer for the revision of salaries and other terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement.

1. **Parties Covered and Bound.** - The terms of the settlement shall apply to and cover and bind the Employer, the Union and members of the Union who, as at the date of signing this Collective Agreement are employed by the Employer on permanent contract in the manual categories of the company.

2. **Effective Date/Duration.** - This Collective Agreement shall take effect from 1st July 2021 and shall continue in force unless terminated by either party by giving one month's written notice to the other, provided however that neither party shall give such notice prior to 31st May 2023 and the Agreement shall not stand terminated until 30th June 2023.

3. **Salary Revision.** - It is hereby agreed that the salaries of the employees covered by this Collective Agreement will be revised in the following manner.

First Year (from 01.07.2021 to 30.06.2022) 7.5% salary increase based on the salary of June 2021.

Second Year (from 01.07.2022 to 30.06.2023) 5.5% salary increase based on the salary of June 2021.

4. **Notional Arrears.** - By way of Notional Arrears the Employer will grant each employee a sum equal to 7.5% of salary as at June 2021 multiplied by 3 to cover the period 1st July to 31st November 2021. The payment of Notional Arrears shall not constitute a part of an employee's salary for any purposes such as Provident Fund, Trust Fund contributions, Overtime or such like.

5. **Annual Incremental Rates.** - The Employer has agreed to revise the existing annual incremental scheme for the respective categories of employees as shown below.

Unskilled Rs. 200/- Semi-skilled Rs.225/- Skilled Rs.250/- Charge Hands Rs.275/-

The above rates are the minimum payable and the Employer reserves to itself the right to grant additional increments to the respective categories based on their performance.

6. **Medical Reimbursement.** -The Employer agrees to increase the reimbursement of expenses incurred for outdoor medical treatment of employees up to a maximum of Rs18,000/- per annum.

7. **Trade Union Action.** - The Employer, the Union and the employees covered and bound by this Collective Agreement undertake that they shall not during the continuance in force of this Agreement attempt to seek to vary in any manner any of the terms and conditions agreed upon herein and the Union and its members shall not resort to any form of Trade Union Action in relation to any dispute connected with or arising out of any matter covered by this Collective Agreement.

8. **Dispute Resolution Procedure.** - In the event of a dispute arising out of a matter not covered by this Collective Agreement, parties agreed to resolve any such dispute in the following manner:

- I. Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level.
- II. In the event of non-resolution of the dispute at Stage (i) above, parties agree to meet at the Employers' Federation of Ceylon (EFC) in order to resolve such dispute.

- III. In the event of non-resolution of the dispute at Stage (ii) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- IV. In the event of non-resolution of the dispute at Stage (iii) above, the Union agrees that they would give a reasonable period of notice, in writing, before engaging in any Trade Union action.

In witness whereof parties have set their hands hereunto on this 22nd day of December 2021 at the EFC office in Colombo.

ACE CONTAINERS (PVT) LTD.


Janaka Gunawardena

Chief Operating Officer

For and on behalf of

ACE CONTAINERS (PVT) LTD

Name: A. P. Gunawardena

Designation: COO / V

WITNESSES

1.



Name :

Sarath L.

Designation:

Chief A
officer

Ace Containers

2.

A. Rajapakse

Name: Ayomi Rajapakse

Designation: Manager - IT
Development

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Sri Lanka Savings Bank, No.265, Ward Place, Colombo 07 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 02nd December 2021 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.
19th October, 2022.

COLLECTIVE AGREEMENT

Between

SRI LANKA SAVINGS BANK

And

CEYLON BANK EMPLOYEES UNION

For the Period of 01.01.2021 - 31.12.2023

Collective Agreement No. 29 of 2021

COLLECTIVE AGREEMENT

Between

Sri Lanka Savings Bank, No.265,
Ward Place, Colombo 07 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 02nd day of December 2021 by and between the Sri Lanka Savings Bank Limited of the One Part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the Other Part (hereinafter referred to as "the Union"). The Sri Lanka Savings Bank and the Ceylon Bank Employees' Union agree to the following.

TITLE : This Agreement will be known and referred to as "SRI LANKA SAVINGS BANK COLLECTIVE AGREEMENT with the CEYLON BANK EMPLOYEES' UNION for the period of First January Two Thousand Twenty One to Thirty First December Two Thousand Twenty Three (01.01.2021 to 31.12.2023)

1. ***Employer to be Covered and Bound.*** - This Collective Agreement shall cover and bind the Sri Lanka Savings Bank which is a party to this Agreement.

2. **Employees to be Covered and Bound.** - This Collective Agreement shall cover and bind the "Employees in the permanent cadres" of the above referred Bank who are employees in any of the categories for whom a Salary scale has been prescribed in this Agreement in the Annex I hereto.

3. **Date of Operation and Duration** - This Agreement shall come into force on First of January, Two Thousand Twenty One (01.01.2021) 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.

4. **Matters Covered and Variations 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.
- 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 01st day of January 2021 (01.01.2021) 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

Fixed Component

The fixed component comprises the following items:

- (i) Revised Basic Salary as set out in the Annex I hereto. (Increments will be granted continuously 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 01st January 2021 (01.01.2021).
 - (i) Rent Allowance as per (b) below.
 - (ii) 25% of the Basic Salary as special Allowance.
 - (iii) The Additional Allowance of Rs. 4,000/-
 - (iv) The Transport and Fuel Allowance shall be paid as per the Annex II hereto.
 - (b) The Rent Allowance will be 20% of the Basic Salary.

Variable Component

Cost of Living Allowance as per item mentioned below.

The Cost of Living Allowance shall be paid at the rate of Rs. 285/- for each point of the amount of which shall not be less than the amount paid for December 2020 which is the base of 138 (COL index issued by the Department of Census and Statistics).

6. **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 31.12.2020 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2021.

- b. Non-banking stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.

7. **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.

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 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.

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 favorable 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.

8. **General.** -

- a. Goal and targets will be set for Heads of the divisions / branches and all members of staff.
- b. KPIs will be set for all employees and employee annual performance will be measured based on set KPIs.

9. **Other Commitments.** -

- a. All members of staff will work on 05 days per year on voluntary basis for marketing and other promotional activities organized by the Bank.
- b. The union further agrees to assist, cooperate 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.

10. **Review of the Salary Structure.** - The Sri Lanka 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.

SRI LANKA SAVINGS BANK


Keasila Jayawardana
Chairperson


Sujith Fernando
General Manager / CEO


Chaminda Perera
Chief Manager - HRD, Admin


Eranjith Padmakumara
Senior Manager - Finance &

Annex I

Colle
Revised Salary Sc

Grade	
Chief Manager	
Senior Manager	
Manager	
Deputy Manager	
Assistant Manager	
Officer	
Senior Bank Asst	
Bank Assistant	
Receptionist	
Senior Office Asst	
Office Assistant	
Driver - Senior	
Driver	
Labourer	

Transport and Fuel Allowance

Employee Category

Chief Manager

Senior Manager

Manager

Deputy Manager

Assistant Manager

Officer

Senior Bank Assistant

Bank Assistant

Secretary – Grade I

Secretary – Grade II

Receptionist cum Tel. Operator

Senior Office Assistant

Office Assistant

Senior Driver

Driver

Labour