

STATE MORTGAGE & INVESTMENT BANK (Contd.)

REVISION OF SALARIES AS AT 01.01.2003

<i>Salary grade</i>	<i>Existing Salary Scale 31.12.2002</i>	<i>Revised Salary Scale from 01.01.2003</i>
06. (b) F	<u>6050 – 9750</u> 185 × 20	<u>9275 – 14175</u> 245 × 20
06. (c) F	<u>5600 – 9100</u> 175 × 20	<u>8650 – 13250</u> 230 × 20
07. (a) F	<u>5600 – 9100</u> 175 × 20	<u>8650 – 13250</u> 230 × 20
07. (b) F	<u>4960 – 7460</u> 125 × 20	<u>7750 – 10950</u> 160 × 20
08. (a) F	<u>4700 – 6900</u> 110 × 20	<u>7400 – 10400</u> 150 × 20
08. (b)	<u>4450 – 6650</u> 110 × 20	<u>7100 – 10000</u> 145 × 20
08. (c)	<u>4225 – 5925</u> 85 × 20	<u>6900 – 9100</u> 110 × 20
09. (a)	<u>4225 – 5925</u> 85 × 20	<u>6900 – 9100</u> 110 × 20
09. (b)	<u>4050 – 5850</u> 90 × 20	<u>6650 – 8850</u> 110 × 20
09. (c)	<u>3950 – 5250</u> 65 × 20	<u>6510 – 8210</u> 85 × 20
10. (a) F	<u>4300 – 6400</u> 105 × 20	<u>6950 – 9650</u> 135 × 20
10. (b)	<u>4000 – 5800</u> 90 × 20	<u>6600 – 8800</u> 110 × 20
10. (c) F	<u>4000 – 5800</u> 90 × 20	<u>6600 – 8800</u> 110 × 20
11. (a)	<u>3750 – 5250</u> 75 × 20	<u>6250 – 8250</u> 100 × 20
11. (b)	<u>3750 – 5250</u> 75 × 20	<u>6250 – 8250</u> 100 × 20
12. (a)	<u>3500 – 4600</u> 55 × 20	<u>5875 – 7375</u> 75 × 20
12. (b) F	<u>3750 – 5250</u> 75 × 20	<u>6250 – 8250</u> 100 × 20
12. (c)	<u>3500 – 4600</u> 55 × 20	<u>5875 – 7375</u> 75 × 20
13.	<u>3250 – 4250</u> 50 × 20	<u>5580 – 6980</u> 70 × 20

ADDENDUM TO COLLECTIVE AGREEMENT

between

State Mortgage and Investment Bank, No. 269, Galle Road, Colombo 03, hereinafter referred to as the “Bank” on the one Part
and

The Ceylon Bank Employees’ Union No. 10, Temple Road, Colombo 10, hereinafter referred to as the “Union” on the other Part.

This Agreement is made and entered into at Colombo this 19th day of August 2004 by and between the State Mortgage and Investment Bank and the Ceylon Bank Employees’ Union.

WHEREAS the Bank and the Union has entered into a Collective agreement dated 23.01.2004 for the period 01.01.2003 to 31.12.2005 (hereinafter referred to as the 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, which form an intergral part of the said Collective Agreement.

Non-Salary Benefits

1. The allowances under item 1.1, 1.2.1 and 2. will come into effect from 01st January 2003 while others will be effective from 1st August 2004 in the case of categories of employees specified under each of the following sub categories:

1.1 **Cashier’s and Cashier Cum Clerk’s Risk Allowance**– Cashiers and Cashier cum Clerks who are called upon to bear the cash risk will be paid an allowance at Rs. 40.00 per day on which such work is performed.

1.2 **VDU Operator’s Allowance**

1.2.1 The Bank will pay an allowance of 30/- per day subject to 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 representation to the Bank on the question whether the main or primary function of the employee is the operation of a VDU.

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

1.2.3 A VDU shall mean an appliance incorporating Cathode Ray Tube, which is used to input or retrieve information to or from a Computer.

1.2.4 **BLACK LIGHT ALLOWANCE**.–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.

2. **Out of Pocket Allowance**.–Officers in Salary Grade VI and above who are called upon to work on week days after normal office hours and on weekends and Bank holidays will be paid at following hourly rates subject to a limit of 2 hours on week days and also subject to existing regulations:

<i>Grade</i>	<i>Amount</i>
Grade I and above	Rs. 250/-
Grade II	Rs. 225/-
Grade III	Rs. 200/-
Grade IV	Rs. 175/-
Grade V	Rs. 150/-
Grade VI	Rs. 130/-

The hourly rate paid for working on week-ends and bank holidays subject to a minimum of six hours and a maximum of 08 hours will be 1 1/2 (one and one half) of the above rates.

3. Medical Assistance Scheme

3. 1. Reimbursement of medical expenses will be made in terms of existing regulations subject to the limits given below.

CATEGORY

(A) Once and for all facility of Rs. 400,000 for special treatment such as surgery in respect of brain, kidney or heart to be done locally and abroad. This facility will be extended to include a member of the family (spouse and dependent children) so that the total claimed either by the staff member or any other member of the family or both do not exceed Rs. 400,000. This payment will be subject to the approval of the Board of Directors of the Bank. The employees who have retired on or after 01.01.2003 (provided they are not entitled to such a scheme from any other institute) from the service of the Bank are eligible to enjoy this benefit confined to 3.1 (A), (C) and in case of B subject to a limit of Rs. 14,000 to the member only, if they wish to make the necessary Annual Contribution to medical scheme.

(B) HOSPITALISATION / NON HOSPITALISATION*Payable Limits*

(i) Hospital / Nursing home expenses * (Inclusive of medicine and injections)	
(ii) Surgical expenses including obstetrician / Anaesthetists' fee	
(iii) Surgical (Theatre charges, Bandages And medical assistants' charges)	55,000
(iv) Treatment by specialists (non-surgical) at hospitals / nursing homes. • Medicines and injections prescribed by Specialists in outdoor treatments are Limited to Rs. 14,000 out of the total sum.	
(C) OTHER SPECIALISTS SERVICES (Consultation fee, X-Ray, Pathological tests and physiotherapy)	11,000
(D) SPECIAL TESTS: (CT Scanning, Endoscopy, and similar investigations)	7,500
(E) (i) Spectacles	5,000
(ii) Lenses	2,500
(F) MATERNITY	
(i) Normal delivery / Forceps	11,000
(ii) Caesarean	18,000
(G) CORRECTIVE TREATMENT, APPLIANCES (Dental)	2,500
(H) TRAVELLING (Ambulance, hired vehicle, in case of Hospitalisation)	2,000

3.2 Incentive payments for obtaining treatment from Government hospitals.

(I) (a) Maternity in Government hospitals	
(i) Normal / forceps	5,000
(ii) Cesarean	7,500
(b) Treatment at Government hospitals	
(i) General - per day	1,000
(ii) Surgical - per day	1,500
(Maximum payment limited to Rs. 15,000)	

3.3 Incidental medical expenses (In lieu of routine expenses)

(J) Payment of Rs. 5,000 per annum to be paid quarterly at Rs. 1,250 along with the salary for March, June, September and December in each year. (effective from 3rd quarter payment, September 2004)

4. The monthly contribution of Rs. 20 Presently made by the employees to the medical scheme will be increased to Rs. 30 per month with effect from 01.08.2004.

4.1 The employees who have retired from the service of State Mortgage and Investment Bank on or after 01.01.2003 and those who wish to avail themselves for the benefits, under 3.1(A), B and C should make the annual contribution of Rs. 600 (At the Rate of Rs. 50 per month) which should be paid to the credit of the Bank on or Before the 31st January in each year. (*)

(*) Contribution for current year (2004) to be made proportionately according to the remaining months at the rate of Rs. 50 per month.

For and on behalf of the

STATE MORTGAGE AND INVESTMENT BANK

D. P. MENDIS P. C.
Chairman

W. D. MENDIS
Acting General Manager

For and on behalf of the

CEYLON BANK EMPLOYEE'S UNION

M. R. SHAH
President

GAMINI KARUNARATNE
General Secretary

WITNESS TO THE ABOVE SIGNATORIES:

MRS. I. WIMALASENA
Deputy General Manager
(Finance, Planning and Administration)

Mrs. R. P. GALLAGE
Assistant General Manager (Finance)

R. M. ABEYRATNE
President
C. B. E. U.
S. M. I. B. – Branch

H. M. R. DE SILVA
Secretary
C. B. E. U.
S. M. I. B. – Branch

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My No: CI/46

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Lipton Ceylon Limited and Brooke Bond Ceylon Limited, No. 242, Union Place, Colombo 02 of the one part and Ceylon Mercantile, Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03, of the other part on 14th October, 2004 is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
19th November, 2004.

Collective Agreement No. 40 of 2004

THIS COLLECTIVE AGREEMENT made this Fourteenth day of October, Two Thousand and Four pursuant to the Industrial Disputes Act between **Lipton Ceylon Limited and Brooke Bond Ceylon Limited**, Companies duly registered in Sri Lanka under the Companies Ordinance and having their registered office at No. 242 Union Place, Colombo 2 (hereinafter referred to as the "Employers") of the ONE PART and THE CEYLON MERCANTILE, INDUSTRIAL AND GENERAL WORKERS' UNION (CMU), a trade union duly registered under the provisions of the Trade Unions Ordinance and having its registered office at No. 3, 22nd Lane, Colombo 3 (hereinafter referred to as "the Union") of the OTHER PART witnesseth and it is hereby agreed between the parties as follows:

Title: This Agreement shall be known and referred to as Lipton Ceylon Ltd./Brooke Bond Ceylon Ltd. Collective Agreement of 2004.

3A – G 005121

CONTAINING TERMS AND CONDITIONS OF EMPLOYMENT AND MATTERS INCIDENTAL THERETO OR CONNECTED THEREWITH

1. **To Be Bound.**— Lipton Ceylon Ltd and Brooke Bond Ceylon Ltd.

2. **Employees To Be Covered And Bound.**— The Agreement will cover all Permanent employees in the Clerical and Allied categories and are members of the union in respect of whom salary ranges are set out in schedule 1 hereof.

3. **Date of Operation and Duration.**— This Agreement shall be effective as from the First Day of January Two Thousand and Four and shall thereafter continue in force unless it is determined by either party giving one month's notice in writing to the other. Provided however that neither party hereto shall give such notice to the other party before the Thirtieth day of November Two Thousand and Six. Provided further that in the event of a reduction in the par value of the Sri Lanka Rupee under any provision of law, either party shall be at liberty to abrogate this Agreement by giving one month's notice in writing to the other in terms of the Industrial Disputes Act.

4. The parties to this Agreement hereby agree to be covered and bound by the provisions of the EFC/CMU Collective Agreement of 2004, subject to the changes agreed between the parties as hereinafter set out below in respect of such matters.

5. **General Terms and Conditions of Employment.**— (i) The terms and conditions of this Agreement shall from the date hereof and during the continuance in force of this Agreement, be deemed to be included in all the contracts of service between the Employer bound by this Agreement and an Employee covered and bound by this Agreement, whether such contracts of service be written or oral, which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement.

(ii) (a) The Union and its members who are employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement, they will not seek to vary or add to all or any of the terms and conditions of the employment presently applicable to any of the employees covered by and bound by this Agreement, or all or any of the benefits presently enjoyed by any of the employees covered and bound by this Agreement other than by mutual agreement.

(b) Subject to the terms of this Collective Agreement, the Employer agrees that it shall not seek to vary or add to all or any of the terms and conditions of employment presently applicable to any of the employees covered and bound by this Agreement, or all or any of the benefits presently enjoyed by and of the employees covered and bound by this Agreement other than by mutual agreement.

(c) Any dispute or difference arising from negotiation under provisions of sub-clause (a) or (b) may be resolved by voluntary arbitration but only if all the parties concerned agree to submit such dispute or difference for settlement by voluntary arbitration.

6. **Hours of Work.**— A “flexi – time” system will operate whilst maintaining the customary number of working hours per day. The commencing times of work according to this system will be as follows:

Minor Staff: between 7.30 a.m. and 8.30 a.m.
Others: between 8.00 a.m. and 9.00 a.m.

Subject to agreed guidelines, the employees will take lunch and tea breaks on a flexible basis. Lunch break will normally be taken between 12.30 p.m. and 1.15 p.m.

7. **Overtime.**— Any work which is performed in excess of normal working hours shall be remunerated at one and a half (1 1/2) times the normal hourly rate, in accordance with the provisions of the Shop and Office Employees' Act.

In respect of overtime work after 10.00 p.m., the Employers agree to provide transport for the employee back to his residence. In the case of overtime after 12:00 midnight, the employee will be entitled to a day's leave or payment in lieu thereof.

8. **Weekly Holidays.**— Weekly Holidays will be granted as per the provisions of the Shop and Office Employees' Act.

9. **Statutory and Customary Holidays.**— The following holidays shall be allowed each year as paid holidays in accordance with the terms of the Shop and Office Employees Act:

New Year's Day
Thai Pongal Festival Day
Independence Day
Sinhala and Tamil New Year (Two Days)
Good Friday
Holy Saturday (Half Day)
May Day