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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

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PART I : SECTION (I) — GENERAL

Government Notifications

My No. : CI/1027 (B).

THE INDUSTRIAL DISPUTES ACT, No. CHAPTER 131

THE Collective Agreement entered into between People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02 of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 29th June, 2006 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
19th April, 2007.

Collective Agreement No. 04 of 2007

Collective Agreement

Between

People's Bank, No. 75, Sir Chittampalam A. Gardiner Mawatha, Colombo 02, of the one part

And

Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10, of the other part

This Collective Agreement made on this 29th day of June 2006 by and between the People's Bank (hereinafter referred to as 'the Bank') of the one part and the Ceylon Bank Employees' Union (hereinafter referred to as 'the Union') of the other part.

Title : This Agreement will be known and referred to as "People's Bank Collective Agreement with the Ceylon Bank Employees' Union for the period First January Two Thousand six to Thirty-first December Two Thousand Eight (01.01.2006 to 31.12.2008)".

1. *Employers 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 attached hereto.

3. *Date of Operation and Duration.*— This Agreement is deemed to be in force from 01st January, 2006 and shall 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 before the 01st day of July, 2008 and such notice shall not expire before the 31st day of December 2008.

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 the Union and the Officers' Association and reach finality on or before 30th September, 2006 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 01.01.2006 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 of the following components.

- (i) Fixed Component linked to "Basic Salary" and related allowances.
- (ii) Variable Component linked to performance.

Fixed Component. - The Fixed Component comprise the following items :

- (i) Rationalized basic salary as set out in the annex I hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (f) against in the Annex I and all Officer Grades will be entitled for increments 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 01.01.2006.
 - (i) Cost of Living Allowance as per item (b) below.
 - (ii) Rent Allowances as per (c) below.
 - (iii) 10% of 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 December level i.e. 2404.9 the computation should be at the rate of Rs. 2.75 per point.

- (c) The Rent Allowance, which will be 20% of Basic Salary with a minimum of Rs. 1,400.

Variable Component. - Basic of determination of Variable Component will be determined in the course of time.

6. *Tax on emoluments.* - The question of tax on emoluments will be resolved in consultation with the Ministry of Finance.

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 31.12.2005 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2006.
- (b) Non-banking Stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

8. *Conversion Anomalies.* - Any anomalies that would arise consequent to this revision shall also be examined by a Committee comprising of representatives of the Bank and the Union and will be rectified suitably.

9. The Ceylon Bank Employees' 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 Performance Plan of the Bank. In this regard, the union will mobilize its members on a voluntary basis, at least on 08 holidays, for projects mutually agreed upon by the management of the Bank and the union, in order to implement plans designed in that direction.

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 effect or prejudice such existing terms and conditions of employment or such concessions and such terms and conditions of employment and 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 authorise or permit the Bank to withhold, restrict or terminate such right or privilege.

The common seal of the People's Bank was affixed hereto at Colombo on this 29th day of June 2006 in the presence of,

Dr. P. A. KIRIWANDENIYA,
Chairman and

Mr. ASOKA DE SILVA – CEO/GM of People's Bank.

Ceylon Bank Employees' Union,

P. A. KIRIWANDENIYA,
Chairman.

M. R. SHAH,
President.

ASOKA DE SILVA,
CEO/General Manager.

GAMINI KARUNARATNE,
General Secretary.

Witness to the above
Signatures :

Witness to the above
Signatures :

T. KARUNASENA,
Senior Deputy General
Manager (Business Support
and Productivity Management)

A. K. BANDARA,
President,
CBEU - People's Bank
Branch.

AJIT WEERASINHA,
Deputy General Manager,
(Human Resources).

E. M. GNANATILAKE,
Secretary,
CBEU - People's Bank Branch.

Annexure - I

Collective Agreement of State Banks – 2006 - 2008

Revised Salary Scales – People's Bank

Grade	Present Scale 2003	Revised Scale 2006
GR - 3 (I)	15,150 - 25,750 530 x 20	21,970 - 37,370 770 x 20
3 (II)/Dy. Finance Officer/ Asst. Law Off. - II/Ass. Secu. Sup - II/Con. Secretary - II (F)	12,750 - 20,850 405 x 20	18,105 - 28,705 530 x 20
3 - III (BS) / Con. Sec. - I	9,900 - 16,900 350 x 20	14,070 - 23,070 450 x 20
3 - III (NBS) Asst. Fin. Off/ Asst. Law Off - I/ Asst. Secu. Sup - I/Jun. Con. Sec.	9,900 - 15,600 285 x 20	14,070 - 21,570 375 x 20
Gr. IV/Secu. Insp. Steno - Supra. - (C) - (F)	8,650 - 13,250 230 x 20	12,500 - 19,100 330 x 20
Staff Asst. - I (F)/Steno- III (F)/ *Communication Asst. (F)	7,750 - 10,950 160 x 20	11,395 - 15,995 230 x 20

Grade	Present Scale 2003	Revised Scale 2006
Steno - II (c)/Typist-III(c) (F)/Tel. Op. - III (F)	7,400 - 10,400 150 x 20	10,880 - 15,180 215 x 20
Staff Asst - II/Steno - II/ Jun. Secu. Officer (F)	7,100 - 10,000 145 x 20	10,435 - 14,635 210 x 20
Driver - III (F)/Sk. Labourer - III (F)	6,950 - 9,650 135 x 20	9,940 - 13,740 190 x 20
Steno - I (C)/Typist - II(C)/ Tel. Oper. - II	6,900 - 9,100 110 x 20	10,145 - 13,245 155 x 20
Staff Asst - III/Steno - I	6,650 - 8,850 110 x 20	9,775 - 12,875 155 x 20
Record & Ser. Asst./Off. Atten. - III (F)/Driver-II/ SK. Lab. - Secu. Asst.-II/ Lift Op. - III (F)	6,600 - 8,800 110 x 20	9,440 - 12,540 155 x 20
Typist - I/Tel. Op. - I	6,510 - 8,210 85 x 20	9,570 - 12,070 125 x 20
Off. Atten. - II/Driver - I/ Sk. Lab. - I/Secu. Asst.- I/Lift.-Op.- II/Lab -III (F)	6,250 - 8,250 100 x 20	8,940 - 11,740 140 x 20
Off. Atten. - I/Lab.-II/ Lift Op. - I	5,875 - 7,375 75 x 20	8,400 - 10,400 100 x 20
Labourer - I	5,580 - 6,980 70 x 20	7,980 - 9,800 95 x 20

*This grade has been created w.e.f. 22.12.2003.

Allowances payable in addition to the basic salary :

- Rent allowance (20%) of basic salary) with a minimum of Rs. 1,400.
- The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December, 1999 at the point of 2404.9. Every one point 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 December level i.e. 2404.9 the computation will be at the rate of Rs. 2.75 per point.
- 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance.

06 - 06/1

**ADDENDUM TO COLLECTIVE AGREEMENT
(For the Period 01.01.2006 to 31.12.2008)**

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

THIS agreement is made and entered into at Colombo on this
13th Day of February, 2007 and between the People's Bank
and the Union.

Whereas the Bank and the Union has entered into a
Collective Agreement dated 29th June, 2006 for the period of
01.01.2006 to 31.12.2008. (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 in the First and Second
Schedules hereto respectively, which form an integral part of
the said Collective Agreement.

The First Schedule above Referred To

1. *Non Salary Benefits.*— The following allowances will
come into effect from 01st January, 2006 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 an allowance of Rs. 55 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 up 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 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 A VDU shall mean an appliance incorporating
Cathode Ray Tube, which is used to input or
retrieve information to or from a Computer.

1.2.5 *Non Receipt of Two Allowances.*— No employee
shall be entitled to more than any one of the under-
mentioned allowances :

(a) Telex Operators' Allowance

(b) VDU Operators' Allowance

1.3 *Development Assistants' Allowance.*— Development
Assistants will be paid an allowance of Rs. 1,250 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. 50 per day worked
subject to a maximum of Rs. 1,000 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. 50 per day subject to a maximum of Rs. 1,000 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 authorized to hold keys that would normally be handled by an officer will be paid a key Holding Allowance of Rs. 20 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 :

Grade	Amount
Gr. III(2) and above	- Rs. 175 per day
Gr. III(3) and Gr. IV	- Rs. 150 per day
Clerical and allied	-
Below clerical	- Rs. 110 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 limit of 2 hours on week days and maximum of 8 hours on holidays and subject to existing regulations.

Grade	Amount
Gr. I and above	- Rs. 300 p.h.
Gr. II	- Rs. 275 p.h.
Gr. III(1)	- Rs. 250 p.h.
Gr. III(2)	- Rs. 215 p.h.
Gr. III(3)	- Rs. 185 p.h.
Gr. IV	- Rs. 165 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 *Special Allowance for North and East.*— Employees attached to the Branches situated in the Northern Province and Eastern Province irrespective of their grades will be paid an allowance of Rs. 2,000 per month until conditions return to normal. This allowance will be extended to the staff attached to Branches in the peripheral areas as per Public Administration Circular No. 29/95 and its addendum. Additional Rs. 1,000 will be paid for staff attached to branches affected by war. These branches will be declared by a circular in future.

1.11 *Difficult Station Allowance.*— Employees who are serving in Branches categorized as uncongenial and highly uncongenial will be paid a Difficult Station allowance as given below on monthly basis :

Highly Uncongenial :

Manager Gr. III (I) and above	- Rs. 1,950 p.m.
Officers including Steno (C.S.)	- Rs. 1,500 p.m.
Clerical and Allied Grades	- Rs. 1,200 p.m.
Below Staff Asst. Grades	- Rs. 800 p.m.

Uncongenial :

Manager Gr. III(I) and above	- Rs. 1,400 p.m.
Officers including Steno (C.S.)	- Rs. 1,100 p.m.
Clerical and Allied Grades	- Rs. 800 p.m.
Below Clerical Grades	- Rs. 550 p.m.

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

1.12 *Acting Allowance.*— An officer acting in a higher grade will be paid an Acting Allowance a sum equivalent to one 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.

1.13 *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 01.01.2006 to 31.12.2008.

Medical Assistance Scheme—Summary of Members Entitlement

<i>Main and Sub Category</i>	<i>Executive Grade</i>	<i>Officer Grade</i>	<i>Clerical Grade</i>	<i>Other Grades</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
A. Hospitalisation A(I) + (II) (Amalgamate (I) +(II) Hospitalisation for Medical Treatment and Surgical Treatment)	85,000	75,000	65,000	60,000
(III) Maternity (F)				
(a) Normal Forceps	16,000	14,000	12,500	12,500
(b) Caesarian	26,000	23,500	21,000	21,000
B. Non Hospitalisation				
(I) Treatments given by Specialist (c)	14,500	14,500	14,500	14,500
(II) Routine (H) (On reimbursement basis)	13,000	13,000	12,000	12,000
(III) Tests Special Services (E)	10,000	10,000	10,000	10,000
(IV) Corrective Treatment/appliances (a) (Excess amounts to be reimbursed under Routine Medical Expenses if a balance is available)	14,000	14,000	14,000	14,000

If any of categories BI, B III and B IV have exhausted, unutilised portion of BI, BIII or BIV can be used.

<i>*C. Special Categories</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
Grave Illness	500,000	500,000	500,000	500,000

*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. 500,000.

A Pensioner and his/her spouse will be entitled to this facility.

<i>Main and Sub Category</i>	<i>Executive Grade</i>	<i>Officer Grade</i>	<i>Clerical Grade</i>	<i>Other Grades</i>
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
D. Travelling (G)	2,500	2,500	2,500	2,500
E. Probationers (I)	6,000	6,000	6,000	6,000
F. Maternity in Govt. Hospitals Normal/Forceps	12,000	12,000	12,000	12,000
Caesarian	14,000	14,000	14,000	14,000
G. Treatment at Govt. Hospitals General	1,500 p.d.	1,500 p.d.	1,500 p.d.	1,500 p.d.
Surgical (Maximum period 30 days only)	2,000 p.d.	2,000 p.d.	2,000 p.d.	2,000 p.d.

Disabled Children will be enrolled irrespective of their age limit.

For and on behalf of the People's Bank,

Ceylon Bank Employees' Union,

Dr. P. A. KIRIWANDENIYA,
Chairman.

Mr. M. R. SHAH,
President.

Mr. ASOKA DE SILVA,
CEO/General Manager.

Mr. M. SUKUMARAN,
General Secretary.

Witness to the above Signatures :

Witness to the above Signatures :

Mr. K. K. L. PIYASENA,
Senior Deputy General
Manager (Business Support
and Productivity Management)

Mr. A. K. BANDARA,
President,
CBEU - People's Bank
Branch.

Mr. H. S. DHARMASIRI,
Deputy General Manager,
(Human Resources).

Mr. E. M. GNANATILAKE,
Secretary,
CBEU - People's Bank Branch.

Colombo On this 13th day of February, 2007.

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