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අති විශේෂ EXTRAORDINARY

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No. 1449/18 – THURSDAY, JUNE 15, 2006

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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/05

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Commercial Bank of Ceylon Limited, No. 21, Bristol Street, Colombo 01, of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 31st March, 2006 is hereby published in terms of Section 06 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 May, 2006.

Collective Agreement No. 10 of 2006

COMMERCIAL BANK OF CEYLON LTD. COLLECTIVE AGREEMENT — NON EXECUTIVE GRADES

This Collective Agreement made this 31st day of March, 2006, between Commercial Bank of Ceylon Limited, a Bank duly registered in Sri Lanka and having its registered Office at 21, Bristol Street, Colombo 1 (hereinafter referred to as 'the Bank'),

of the One Part

AND

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered Office at 20, Temple Road, Colombo 10, (hereinafter referred to as 'the Union').

of the other Part.

WHEREAS the Union made demands for re-negotiation of the Collective Agreement of 2003 (Collective Agreement No. 23 of 2003) which came into effect on 1st April 2003 and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, The Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. **Parties to be Covered and Bound.** - This Agreement shall cover and bind Commercial Bank of Ceylon Limited (the Bank), the Ceylon Bank Employees Union (the Union) and members of the Union, employed on monthly contracts of employment by the Bank and who are employed in any of the categories for whom a salary scale has been prescribed in this agreement in the First Schedule hereto (hereinafter referred to as the employees), subject to the provisions of clauses 5, 6, 7 (a) hereof.

2. **Date of Operation and Duration.** - This Agreement shall come in to force on the 1st April, 2006 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before, the 31st March, 2009. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July, 2008.

3. **Earlier Agreements.** - This Agreement shall supercede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the said Collective Agreement of 2003 (Collective Agreement No. 23 of 2003) shall stand repudiated in respect of the parties hereto.

4. **Matters Covered and Bound.** -

- (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 Agreements 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 except to the extent agreed.
- (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 presently applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Consolidated Salary.** - Every employee covered by this Agreement in service as at the date of this Agreement shall, from the 1st April, 2006 be placed on the salary scale set out in the First Schedule hereto, which salary has been consolidated at the Colombo Consumers' Price Index figure of 2400.0

6. **Immediate increase and Conversion to Salary Scales.** - For the placement of an employee on the salary scale applicable in the First Schedule, the following provisions shall apply.

- (i) A sum equal to 20% of the gross salary (salary plus Cost of Living Allowance) payable to an employee as at March 2006 shall be added to the salary of an employee as at such time and thereafter placed on the corresponding point on the scale applicable to such employee in the First Schedule or if there is no corresponding point in rupee terms, on the next higher point of the said scale.
- (ii) Every employee in employment as at the date of this Agreement shall also receive a further 2-1/2% increase calculated on the gross salary as at 31st March 2006 with effect from the 1st April, 2007, and thereafter placed on the corresponding Rupee point on the scale in the First Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.
- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 2-1/2% increase calculated on the gross salary as at 31st March, 2006 with effect from the 1st April, 2008, and thereafter placed on the corresponding Rupee point on the scale in the First Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.

7. **Allowances.** -

- (a) **COST OF LIVING ALLOWANCE**
The cost of living allowance shall be paid to employees from 1 st April, 2006 at Rs. 2/ 75 per point increase beyond the base figure of 2400.0
- (b) **TELEX OPERATOR'S ALLOWANCE**
Where the Bank, as at the date of this Agreement, pays an allowance expressly as a Telex Operator's Allowance, the Bank will pay, as from the date of this Agreement, Rs. 25/- per day subject to a maximum of Rs. 450/- per month.
- (c) **VDU OPERATORS' ALLOWANCE**
The Bank will pay an allowance of Rs. 10/- per day up to a maximum of Rs. 200/- per month, only to employees who were in employment on 1 st August, 1988 and whose main or primary function is the operation of a VDU. For purposes of this Agreement a person who regularly works not less than 3 hours per day on a VDU will fall within the definition of a person whose main or primary function is the operation of a VDU.

(d) NON - RECEIPT OF TWO ALLOWANCES

No employee will receive the Telex Operators' Allowance plus the VDU Operators' Allowance and shall receive only one of the said Allowances.

(e) DISTURBANCE ALLOWANCE

With the exception of the Banking Assistants category, an employee called upon to report for work before 6.00 a.m shall receive Rs. 220/- per day. An Employee required to report before 7.00 a.m shall receive Rs. 160/- per day, and if required to report to work before 7.30 a.m. shall receive Rs. 125/- per day. In the case of Banking Assistants, the allowance will be as follows :

Prior to 6.00 a.m	-	Rs. 250/- per day
Prior to 7.00 a.m	-	Rs. 190/- per day
Prior to 7.30 a.m	-	Rs. 160/- per day

These payment will be effective from 1 st April, 2006

(f) HOLIDAY ALLOWANCE

Employees covered by this Agreement will be entitled to receive a Holiday Allowance as follows on account of expenses incurred on a holiday during not less than 07 consecutive days of Annual Leave taken in any year :

- i. Banking Assistants and Allied grades - Rs. 3,000/- per annum
- ii. Office Assistants and Allied grades - Rs. 2,000/- per annum

8. **Incremental Date.** - This Agreement shall not have the effect of changing the annual incremental date of an employee.

9. **Promotion to Grade II.** - Subject to provisions of clauses 10, 11, 12, 13 and 14 hereof, an employee who completes 7 years in Grade I shall automatically be promoted to Grade II in his category and an employee so promoted shall receive not less than the value of two increments in Grade I when placed on Grade II.

10. **Accelerated Promotion.** -

From Grade I to Grade II

Employee who sits for and successfully pass the Institute of Bankers Examination or the Indian Institute of Banking & Finance will be considered for placement on Grade II, subject to the conditions referred to at (a) and (b) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.

- (a) On successful completion of examinations leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance) or the corresponding level of the Indian Institute of Banking & Finance plus three complete years of service with the Bank in which such employee serves, or
- (b) On successful completion of examinations leading to Intermediate/ Certificate in Banking & Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking & Finance, plus four complete years of service with the Bank in which such employee serves.

11. **Promotions from Grade II to III.** - The following principles shall apply to the promotion of an employee from Grade II to Grade III of the basic salary scales in the First Schedule hereto :

- (a) All promotions to Grade III will be after an application is made by an employee to the employer. Promotion granted consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be -
 - i. An employee who has served for a minimum period of seven years in Grade II, or
 - ii. An employee who has successfully completed the Intermediate/ Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade II or five years post - qualification experience in Grade II whichever is lower; or
 - iii. An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade II or three years post - qualification experience in Grade II, whichever is lower.

- (c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade II.

12. *Promotions from Grade III to Grade IV.-*

- (a) All Promotions to Grade IV will be after an application is made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be -
 - i. An employee who has served for a minimum period of seven years in Grade III ; or
 - ii. An employee who has successfully completed Intermediate / Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka Examination, or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade III or five years post - qualification experience in Grade III, whichever is lower ; or
 - iii. An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade III or three years post - qualification experience in Grade III, whichever is lower.
- (c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade III.

13. *Promotions from Grade IV to V. -*

- (a) All Promotions to Grade V will be after an application is made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be -
 - i. An employee who has served for a minimum period of seven years in Grade IV ; or
 - ii. An employee who has successfully completed the Intermediate/ Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka Examination, or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade IV or five years post - qualification experience in Grade IV, whichever is lower ; or
 - iii. An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance), or the corresponding level of the Indian Institute of Banking & Finance, the minimum period of service will be seven years in Grade IV or three years post - qualification experience in Grade IV, whichever is lower.
- (c) Promotion to Grade V will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

- (e) On promotion to Grade V an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade IV.

14. **Re-designation of Typist to Junior Executive Assistant Grade.** - A typist shall be considered for re - designation as Junior Executive Assistant provided he possesses the following eligibility requirements :

- (a) Three years service and passing the Intermediate/ Certificate in Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking & Finance.
- (b) On completion of the final Examination of the Institute of Bankers of Sri Lanka Diploma in Banking and Finance or the corresponding level of the Indian Institute of Banking & Finance.
- (c) Six years service and the relevant qualifications for entry as a Junior Executive Assistant
- (d) Six years service without requisite qualifications for entry as a Junior Executive Assistant but subject to success at a written examination and IT practical test conducted by the Bank.

Provided that where a Typist is promoted as a Junior Executive Assistant under this Clause, he shall have 4 years service and the required qualifications for have 8 years service as a Junior Executive Assistant to be considered for promotion thereafter.

15. **(A) Office Assistants Promotions.** - Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will give an opportunity to the employees in this grade to apply for Post of Junior Executive Assistant on an annual basis provided they meet with the required criteria for promotions.

- (a) OFFICE ASSISTANTS TO JUNIOR EXECUTIVE ASSISTANTS :
- Any employee in the Office Assistant grade whose record of service, conduct and attendance has been satisfactory, with more than four years of service with the Bank who has necessarily complete the Intermediate/ Certificate in Banking & Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking & Finance, will be eligible to apply and will be considered for such Junior Executive Assistant position. The Selection process will include medical examinations, interviews, written tests and IT Practical tests etc., as determined by the Bank. Vacancies will be advertised internally each year.
 - Any employee in the Office Assistant grade whose record of service and conduct has been satisfactory, with more than eight years' service with the Bank, shall be exempt from the minimum education qualifications stipulated and may apply for such vacancy and will be considered in the manner specified at para. (i) above.
 - Any employee in the Office Assistant grade promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, the Bank may at their discretion revert such employee to his earlier position and salary.
 - Any employee in the Office Assistant grade promoted to the grade of Junior Executive Assistant will be paid a salary at the commencement point of the Junior Executive Assistant salary range or otherwise proportionately placed, subject to the employee receiving increases that will be not less than the value of two increments on the scale applicable to him in the Office Assistant scale.
 - The decision of the Bank in respect of selection for promotion shall be final and conclusive.

15. **(B) Grading of Stenographers.** - Any stenographer who shall have completed seven years in Grade I of the basic salary scale in Schedule I hereof, shall *ipso facto*, be placed on Stage I of the Grade II salary scale.

Any stenographer who shall have completed seven years in Grade II of the basic salary scale in Schedule I hereof, shall be placed on Stage I of Grade III, subject however that promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

Any stenographer who shall have completed seven years in Grade III of the basic salary scale referred to at Clause 5 in Schedule I hereof, shall, *ipso facto*, be placed on Stage I of Grade IV, subject however that promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(a) ACCELERATED GRADING :

- i. From Grade I to Grade II on completion of four years service in Grade I combined with a record of good performance of which the Bank shall be the sole judge and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually.

From Grade II to Grade III on completion of five years service in Grade II combined with a record of good performance of which the Bank shall be the sole judge, and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually.

- ii. From Grade III to Grade IV on completion of five years service in Grade III combined with a record of good performance of which the Bank shall be the sole judge, and provided further that such stenographer passes the Efficiency Bar Test set by the Bank annually of Parts 1 and 2 of the Examination of the Chartered Secretaries, London ;

- (b) NO CHANGE IN ANNUAL INCREMENTAL DATE UPON GRADING.- The provisions set out in Clause 15 and 15 A shall not have the effect of changing the annual incremental date of an employee.

16. *Provident Fund* .-

RATE OF CONTRIBUTION :

- (a) The rates of contribution to the Provident Fund by the Bank shall be :

Bank's contribution	..	12% (twelve per cent) of salary
Employee's contribution	..	8% (eight per cent) of salary

Provident fund contributions shall be on the consolidated salary referred to at Clause 5 hereof and the amount paid for that month as cost of living allowance subject to the Rules of the Provident Fund.

- (b) INTEREST ON PROVIDENT FUND CONTRIBUTIONS HELD BY THE BANK.- Where Provident fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs 100,000/- published by the N.S.B prevailing as at the 1 st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

- (c) DEFICIENCY IN BANK'S CONTRIBUTIONS TO PROVIDENT FUND TO AN EMPLOYEE NOT ENTITLED TO A PENSION.- Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Bank up to 31 st March 1992.

From 1.1.71 to 31.12.80	-	9% of gross salary
From 1.1.81 onwards	-	12% of gross salary

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

17. *Terminal Benefits*.-

- (a) PENSIONS :

An employee shall, upon reaching the retirement age of the Bank, i.e., 60 years or in terms of his contract of employment at 55 years, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/ leave without pay), be entitled to a monthly pension computed on the following basis :

i. EMPLOYEES OPTING TO RETIRE AT 55 YEARS :

$$\frac{\text{Number of completed years of Pensionable service (subject to a Maximum of 35 years) plus 5 years}}{55} \times \text{Monthly Gross Salary Payable for the month of Retirement}$$

ii. EMPLOYEES OPTING TO RETIRE AT 60 YEARS :

$$\frac{\text{Number of completed years of Pensionable service (subject to a Maximum of 40 years) plus 5 years}}{60} \times \text{Monthly Gross Salary Payable for the month of Retirement}$$

(b) PREMATURE RETIREMENT ON MEDICAL GROUNDS/ DISABILITY.— An employee who is found to be unable to continue to perform his duties as a result of infirmity/ disability, as certified by the Bank's Doctor/ Medical Specialist/ Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence./ leave without pay) shall be entitled to a pension computed on the same basis referred to at Clause 17 (a) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of and accident which entitled him to compensation, the pre-acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

(c) LUMP SUM GRATUITY IN LIEU OF PENSION RIGHTS.— An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis :

i. EMPLOYEES OPTING TO RETIRE AT 55 YEARS :

$$\frac{\text{Number of completed years of Pensionable service (subject to a Maximum of 35 years) plus 5 years}}{x} \times \text{Monthly Gross Salary Payable for the month of Retirement}$$

ii. EMPLOYEES OPTING TO RETIRE AT 60 YEARS :

$$\frac{\text{Number of completed years of Pensionable service (subject to a Maximum of 40 years) plus 5 years}}{x} \times \text{Monthly Gross Salary Payable for the month of Retirement}$$

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, Pension, deficiency if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 17.

(d) DEATH GRATUITY.— On the death of an employee who has been confirmed and is in the permanent employment of the bank, the Bank will make a compassionate payment of two months, gross salary for each year of completed service subject to a minimum of nine months' gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary plus the Cost of Living Allowance.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

- (e) GRATUITY ON RESIGNATION/ TERMINATION PRIOR TO RETIREMENT .- An employee shall, upon resignation/ termination of employment prior to retirement on circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses (a), (b), (c) and (d) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5 and the Cost of Living Allowance referred to at Clause 7(a) hereof.

- (f) Completed years of actual service shall include only actual continuous service worked excluding absence/ leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.
- (g) COMMUTED PENSION.-
- i. At the option of the employee at the time of retirement, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payment as provided for in the agreement and who opt for such commuted pension.
 - ii. Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

18. Medical Scheme.-

- I. REIMBURSEMENT OF MEDICAL EXPENSES FOR NON - HOSPITALISATION EXPENSES .- The Bank will reimburse an employee up to maximum of Rs.10,000/- in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 in respect of routine non - hospitalisation/ non - surgical and specialist treatment, and subject to the following :
 - (a) All medical claims shall be support by valid and relevant prescriptions, bills and receipts.
 - (b) Prescriptions or Doctor's bills are from a registered Medical Practitioner.
 - (c) The unutilised portion of the allocation for the year could be utilised during a period of three years subject to valid bills being submitted as aforesaid.
- II. SPECIAL NON - HOSPITALISATION AND NON - SURGICAL EXPENDITURE .- The Bank will reimburse an employee on a non - cumulative basis a further sum up to a maximum as given below per annum on account of special non - hospitalisation and non - surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members in keeping with the existing practice of such reimbursement :
 - (a) Spectacles - Rs. 6,750/-
 - (b) Dentures - Rs. 4,500/-
 - (c) Hearing Aids - Rs. 4,500/-

Subject to valid documentation as in the case of (i) above and subject to the proviso that no claim is made in relation to any particular item more than once in three years, other than in respect of employees over the age of 50 years who will be entitled to reimbursement on account of spectacles once in two years. In respect of spectacles, it must be supported by a prescription from a Medical Eye Specialist.

- III. SURGICAL AND HOSPITALISATION EXPENDITURE .- Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under 18 years of age subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum :

(a) Hospital or Nursing Room Charges Daily Limit	Rs 2,000/-
Government Hospital Allowance	Rs. 750/-
(b) Emergency Treatment Travel expenses (maximum) * The rate is Rs. 25/- per kilometer	Rs. 1,500/-
(c) Overall limit for any one event	Rs. 80,000/-
(d) Overall limit for any one year	Rs. 90,000/-

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If both spouses are employed in the Bank, only one claim shall be entertained.

Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to 2 births.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

19. **Retirement.-**

- (a) The age of retirement shall be 60 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 60, or any other age mutually agreed upon, an employee shall *ipso facto* retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired within a period of 05 years prior to his retirement age and be eligible for retirement benefits if he has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

20. **Bonus.**— Without prejudice to the claim of the Bank that bonus payments are *ex-gratia*, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one year at the rate of one-twelfth of such entitlement in respect of each complete month of service. The salary for this purpose shall include the cost of living allowance payable for that month.

21. **Probation.**— Every employee recruited by the Bank will serve a period of nine months probation subject to the right of the Bank to extend the period of probation by a period of three months.

22. **Release of Parent Union Office Bearers.**— An office bearer of the Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total number of Office Bearers so released shall not exceed one.
- (b) No employee shall be released for more than two years on a single occasion during a period of six years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause 17 hereof.

23. **Concessions to Branch Union Office Bearers and General Councilors.-**

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to the Bank.
- (b) It is agreed that General Council Members of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a days' paid leave shall be granted on two occasions per year to General Councilors to attend Parent Union General Council meetings.

- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- (e) It is agreed that the Bank will release without loss of pay up to a maximum of one day, once in two years, all employees in the membership of the Central Committee of the Union and the Union branch delegates in the Bank, to attend the National Delegates Conference of the Union provided however, that the Bank is given two weeks written notice of the Conference and not more than one employee attached to any single Branch / Department of the Bank is so released.

24. **Special Leave to Visit Outstation Branches.**—The Bank shall permit office bearers of the Union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e., if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

25. **Overtime.**—

- (a) If required by his employer an employee shall work reasonable overtime which has been authorised by the employer, subject to the provisions of any law for the time being in force.
- (b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

26. **Leave.** -

(a) ANNUAL LEAVE :

(i) ENTITLEMENT :

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows :

- (a) The full annual holiday of 21 days if his employment commenced on or after 1 st January but before 1 st April.
- (b) A holiday of 15 days if his employment commenced on or after 1 st April but before 1 st July.
- (c) A holiday of 11 days if his employment commenced on or after 1 st July but before 1 st October, and
- (d) A holiday of 6 days if his employment commenced on or after 1 st October.

(iii) AVAILMENT :

The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.

(iv) ACCUMULATION :

Annual leave may be accumulated by an employee at the rate of 7 days per annum exclusively for purposes referred to hereunder, up to a maximum period of 90 days.

- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.
- (b) For the purpose of attending on a family member who is seriously ill.
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (f) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.
- (g) Prolonged illness of the employee.
- (v) Any annual leave not utilized by an employee up to a maximum of 7 days per year in excess of the number of 90 days accumulated as provided herein may be encashed by the employee on request, by the Bank at an amount equal to one day's salary per each day unavailed of.

- (vi) Provided that in the case of (iv) (b) to (f) above the approval of such leave shall be at the discretion of the Management.
- (vii) Family member for purposes of (b) and (e) above shall mean spouse, children or parents.

(b) MEDICAL LEAVE :

- (i) ENTITLEMENT :
An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.
- (ii) AVAILMENT :
The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.
 - (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
 - (b) Where the number of days already allowed of full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days.
- (iii) ACCUMULATION :
An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions ;
 - (a) in no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and
 - (b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalization or similar circumstances, supported by a Certificate form a Registered Medical Practitioner,
 - (c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalizations the employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.
- (iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and / or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances :
 - (a) where the Bank has reasonable cause to suspect the *bona fides* of the application and / or reason for absence of an employee, or
 - (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the *bona fides* of the application and/or reason for absence of the employee.

(c) CASUAL LEAVE

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment where of not more than two (2) days shall be taken at any one given time and such leave shall not preceed or follow any period of annual leave. All casual shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

27. *Suspensio.* -

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of Sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during

his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.

- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

28. *Disciplinary Procedure.* - Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply ;

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable, the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate. The employee shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub - clause (k) (iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reason beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the enquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw therefrom and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the inquiring Officer may ask him.
- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.

- (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provision, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances :
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.
 - (ii) where the employee makes a written admission of the charges against him.
 - (iii) where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an enquiry in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/ or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine ; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings if the inquiry.
- (n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.

29. **Technology.-**

- (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank, i.e., published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.
- (iii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to sub-clause (ii) above.
- (iv) Notwithstanding the provisions of (iii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/ dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.
- (v) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned to implement such changes.

30. Trade Union Action.-**(a) MATTERS RELATED AND COVERED IN THE AGREEMENT :**

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) MATTERS NOT RELATED AND NOT COVERED IN THIS AGREEMENT :

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until -

- (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/ or the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner of Labour.

31. Union Check-off Facilities.- During the continuance in force of this Agreement and provided the Union has not less than forty (40) percent membership among the employees covered by this Agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

32. Implementation and Interpretation of this Agreement.-

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

33. Consequences of Termination of Agreement.- On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/ or its members shall ipso facto cease.

34. Definitions.-

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings.

Bank	Commercial Bank of Ceylon Ltd
Employee	an employee covered and bound by this Agreement.
Employer	Commercial Bank of Ceylon Ltd
Cost of Living Allowance	the Cost of Living Allowance calculated in the manner set out in Clause 7 hereof on the Cost of Living Index Figure published by the Department of Census and Statistics each month.
Cost of Living Index	The Cost of Living Index published monthly by the Department of Census and Statistics.

Parent Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Commercial Bank of Ceylon Ltd
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and the Branch Union of the Ceylon Bank Employees' Union.
Salary	Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine.

Words importing the singular number shall include the plural and vice versa.

THE FIRST SCHEDULE

BANKING ASSISTANT & ALLIED GRADES

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	
1.	18,430.00	19,400.00	20,465.00	22,450.00	25,015.00	
2.	18,590.00	19,590.00	20,675.00	22,720.00	25,370.00	
3.	18,750.00	19,780.00	20,885.00	22,990.00	25,725.00	
4.	18,910.00	19,970.00	21,095.00	23,260.00	26,080.00	
5.	19,070.00	20,160.00	21,305.00	23,530.00	26,435.00	
6.	19,230.00	20,350.00	21,515.00	23,800.00	26,790.00	
7.	19,390.00	20,540.00	21,725.00	24,070.00	27,145.00	
8.	19,550.00	20,730.00	21,935.00	24,340.00	27,500.00	
9.	19,710.00	20,920.00	22,145.00	24,610.00	27,855.00	
10.	19,870.00	21,110.00	22,355.00	24,880.00	28,210.00	
11.	20,030.00	21,300.00	22,565.00	25,150.00	28,565.00	
12.	20,190.00	21,490.00	22,775.00	25,420.00	28,920.00	
13.	20,350.00	21,680.00	22,985.00	12*210 25,690.00	12*270 29,275.00	12*355
14.	20,510.00	21,870.00	23,215.00	25,985.00	29,660.00	
15.	20,670.00	22,060.00	23,445.00	26,280.00	30,045.00	
16.	20,830.00	22,250.00	23,675.00	26,575.00	30,430.00	
17.	20,990.00	22,440.00	23,905.00	26,870.00	30,815.00	
18.	21,150.00	22,630.00	24,135.00	27,165.00	31,200.00	
19.	21,310.00	22,820.00	24,365.00	27,460.00	31,585.00	
20.	21,470.00	23,010.00	24,595.00	27,755.00	31,970.00	
21.	21,630.00	20*160 23,200.00	24,825.00	28,050.00	32,355.00	
22.		23,390.00	25,055.00	28,345.00	32,740.00	
23.		23,580.00	25,285.00	28,640.00	33,125.00	
24.		23,770.00	25,515.00	28,935.00	33,510.00	
25.		23,960.00	25,745.00	29,230.00	33,895.00	
26.		24,150.00	25,975.00	13*230 29,525.00	13*295 34,280.00	13*385
27.		24,340.00				
28.		24,530.00				
29.		24,720.00				
30.		24,910.00				
31.		25,100.00	30*190			

THE FIRST SCHEDULE

STENOGRAPHERS

	<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>	<i>Grade 5</i>
1.	19,680.00	21,040.00	22,625.00	24,885.00	27,500.00
2.	19,860.00	21,250.00	22,875.00	25,160.00	27,860.00

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
3.	20,040.00	21,460.00	23,125.00	25,435.00	28,220.00
4.	20,220.00	21,670.00	23,375.00	25,710.00	28,580.00
5.	20,400.00	21,880.00	23,625.00	25,985.00	28,940.00
6.	20,585.00	22,090.00	23,875.00	26,260.00	29,300.00
7.	20,770.00	22,300.00	24,125.00	26,535.00	29,660.00
8.	20,955.00	22,510.00	24,375.00	26,810.00	30,020.00
9.	21,140.00	22,720.00	24,625.00	27,085.00	30,380.00
10.			24,875.00	27,360.00	30,740.00
11.			25,125.00	27,635.00	31,100.00
12.			25,385.00	27,925.00	31,480.00
13.			25,645.00	28,215.00	31,860.00
14.			25,905.00	28,505.00	32,240.00
15.			26,165.00	28,795.00	32,620.00
16.			26,425.00	29,085.00	33,000.00
17.			26,685.00	29,375.00	33,380.00
18.			26,945.00	29,665.00	33,760.00
19.			27,205.00	29,955.00	34,140.00

THE FIRST SCHEDULE

OFFICE ASSISTANT A/ LIFT OPERATORS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1.	17,650.00	18,420.00	19,120.00	20,765.00	22,475.00
2.	17,755.00	18,560.00	19,280.00	20,945.00	22,710.00
3.	17,860.00	18,700.00	19,440.00	21,125.00	22,945.00
4.	17,965.00	18,840.00	19,600.00	21,305.00	23,180.00
5.	18,070.00	18,980.00	19,760.00	21,485.00	23,415.00
6.	18,175.00	19,120.00	19,920.00	21,665.00	23,650.00
7.	18,280.00	19,260.00	20,080.00	21,845.00	23,885.00
8.	18,385.00	19,400.00	20,240.00	22,025.00	24,120.00
9.	18,490.00	19,540.00	20,400.00	22,205.00	24,355.00
10.	18,595.00	19,680.00	20,560.00	22,385.00	24,590.00
11.	18,700.00	19,820.00	20,720.00	22,565.00	24,825.00
12.	18,805.00	19,960.00	20,880.00	22,745.00	25,060.00
13.	18,910.00	20,100.00	21,040.00	22,925.00	25,295.00
14.	19,015.00	20,240.00	21,200.00	23,105.00	25,530.00
15.	19,120.00	20,380.00	21,360.00	23,285.00	25,765.00
16.	19,225.00	20,520.00	21,520.00	23,465.00	26,000.00
17.		20,660.00	21,680.00	23,645.00	26,235.00
18.		20,800.00	21,840.00	23,825.00	26,470.00
19.		20,940.00	22,000.00	24,005.00	26,705.00
20.		21,080.00	22,160.00	24,185.00	26,940.00
21.		21,220.00	22,320.00	24,365.00	27,175.00
22.		21,360.00	22,480.00	24,545.00	27,410.00
23.		21,500.00	22,640.00	24,725.00	27,645.00
24.		21,640.00	22,800.00	24,905.00	27,880.00
25.		21,780.00	22,960.00	25,085.00	28,115.00
26.		21,920.00	23,120.00	25,265.00	28,350.00
27.		22,060.00	23,280.00	25,445.00	28,585.00
28.		22,200.00	23,440.00	25,625.00	28,820.00
29.		22,340.00	23,600.00	25,805.00	29,055.00
30.		22,480.00	23,760.00	25,985.00	29,290.00
31.		22,620.00	23,920.00	26,165.00	29,525.00

THE FIRST SCHEDULE

OFFICE ASSISTANT B / SCOOTER RIDERS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1.	17,420.00	18,180.00	18,900.00	20,460.00	22,170.00
2.	17,525.00	18,295.00	19,045.00	20,640.00	22,405.00
3.	17,630.00	18,410.00	19,190.00	20,820.00	22,640.00
4.	17,735.00	18,525.00	19,335.00	21,000.00	22,875.00
5.	17,840.00	18,640.00	19,480.00	21,180.00	23,110.00
6.	17,945.00	18,755.00	19,625.00	21,360.00	23,345.00
7.	18,050.00	18,870.00	19,770.00	21,540.00	23,580.00
8.	18,155.00	18,985.00	19,915.00	21,720.00	23,815.00
9.	18,260.00	19,100.00	20,060.00	21,900.00	24,050.00
10.	18,365.00	19,215.00	20,205.00	22,080.00	24,285.00
11.	18,470.00	19,330.00	20,350.00	22,260.00	24,520.00
12.	18,575.00	19,445.00	20,495.00	22,440.00	24,755.00
13.	18,680.00	19,560.00	20,640.00	22,620.00	24,990.00
14.	18,785.00	19,675.00	20,785.00	22,800.00	25,225.00
15.	18,890.00	19,790.00	20,930.00	22,980.00	25,460.00
16.	18,995.00	15*105 19,905.00	21,075.00	23,160.00	25,695.00
17.		20,020.00	21,220.00	23,340.00	25,930.00
18.		20,135.00	21,365.00	23,520.00	26,165.00
19.		20,250.00	21,510.00	23,700.00	26,400.00
20.		20,365.00	21,655.00	23,880.00	26,635.00
21.		20,480.00	21,800.00	24,060.00	26,870.00
22.		20,595.00	21,945.00	24,240.00	27,105.00
23.		20,710.00	22,090.00	24,420.00	27,340.00
24.		20,825.00	22,235.00	24,600.00	27,575.00
25.		20,940.00	22,380.00	24,780.00	27,810.00
26.		21,055.00	22,525.00	24,960.00	28,045.00
27.		21,170.00	22,670.00	25,140.00	28,280.00
28.		21,285.00	22,815.00	25,320.00	28,515.00
29.		21,400.00	22,960.00	25,500.00	28,750.00
30.		21,515.00	23,105.00	25,680.00	28,985.00
31.		21,630.00	30*115 23,250.00	30*145 25,860.00	30*180 29,220.00
					30*235

THE FIRST SCHEDULE

DRIVERS / ELECTRICIANS

	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1.	17,990.00	18,760.00	19,460.00	21,095.00	22,805.00
2.	18,105.00	18,905.00	19,620.00	21,275.00	23,040.00
3.	18,220.00	19,050.00	19,780.00	21,455.00	23,275.00
4.	18,335.00	19,195.00	19,940.00	21,635.00	23,510.00
5.	18,450.00	19,340.00	20,100.00	21,815.00	23,745.00
6.	18,565.00	19,485.00	20,260.00	21,995.00	23,980.00
7.	18,680.00	19,630.00	20,420.00	22,175.00	24,215.00
8.	18,795.00	19,775.00	20,580.00	22,355.00	24,450.00
9.	18,910.00	19,920.00	20,740.00	22,535.00	24,685.00
10.	19,025.00	20,065.00	20,900.00	22,715.00	24,920.00
11.	19,140.00	20,210.00	21,060.00	22,895.00	25,155.00
12.	19,255.00	20,355.00	21,220.00	23,075.00	25,390.00
13.	19,370.00	20,500.00	21,380.00	23,255.00	25,625.00
14.	19,485.00	20,645.00	21,540.00	23,435.00	25,860.00

18 A I කොටස: (I) පෙදිය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2006.06.15

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 15.06.2006

15.	19,600.00		20,790.00		21,700.00		23,615.00		26,095.00
16.	19,715.00	15*115	20,935.00		21,860.00		23,795.00		26,330.00
17.			21,080.00		22,020.00		23,975.00		26,565.00
18.			21,225.00		22,180.00		24,155.00		26,800.00
19.			21,370.00		22,340.00		24,335.00		27,035.00
20.			21,515.00		22,500.00		24,515.00		27,270.00
21.			21,660.00		22,660.00		24,695.00		27,505.00
22.			21,805.00		22,820.00		24,875.00		27,740.00
23.			21,950.00		22,980.00		25,055.00		27,975.00
24.			22,095.00		23,140.00		25,235.00		28,210.00
25.			22,240.00		23,300.00		25,415.00		28,445.00
26.			22,385.00		23,460.00		25,595.00		28,680.00
27.			22,530.00		23,620.00		25,775.00		28,915.00
28.			22,675.00		23,780.00		25,955.00		29,150.00
29.			22,820.00		23,940.00		26,135.00		29,385.00
30.			22,965.00		24,100.00		26,315.00		29,620.00
31.			23,110.00	30*145	24,260.00	30*160	26,495.00	30*180	29,855.00
									30*235

SECOND SCHEDULE

- The benefits of the Scheme will accrue to the employee but will cover those persons specified in clause 18 (iii) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this scheme.
No reimbursements will be made in respect of members of the family who have not been enrolled.
- Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.
- The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- The Bank will be entitled to take out Insurance Policies covering reimbursements under this scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this scheme.
- Employees shall uphold the principle of *uberima fides* when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set out in this agreement.
- The Bank will circulate by internal circular published from time to time a list of Hospitals/ Nursing Homes, expenses incurred at which, will be eligible for reimbursement under the scheme. Additions and / or deletions to this list will also be made by internal circular
 - If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.
- EXCLUSIONS :
The scheme shall not cover benefits/ expenses :
 - Occasioned by or happening through,
 - The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence, Police, Security Force, Home Guard etc..

- ii. Attempted suicide, Alcoholism, or any self inflicted injury/ sickness.
- iii. Normal child birth or pregnancy subject to clause 18 (iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/ Hospital, will be on the employee who makes the claim.
- iv. Earthquake, Volcanic Eruption or Tidal Wave
- (b) In curred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.
- (c) In respect of Eye Tests or Dental Treatment.
- (d) Arising from any physical defect of infirmity which existed prior to confirmation in the Bank's service.
- 8. The benefits under this scheme shall not be cumulative and the words "any one Year" in clause 18 (iii) of the Agreement shall be deemed to be the period 1 st January to 31 st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31 st December will be pro-rated to the number of full months of service up to 31 st December.
- 9. In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in clause 18 (iii) of the Agreement.

THIRD SCHEDULE

The parties agree to the following conditions in relation to the introduction of new Computer Based Banking Technology by the Bank covered and bound by this Agreement.

1. Wherever practical, the Bank will endeavour to ensure that jobs are designed to include a mix of VDU/ non VDU tasks which seek to provide variation in visual and mental demands upon the operator.
2. The workload of operators of VDUs will be regularly reviewed by the Management for the purpose of ensuring proper safety and effectiveness of the operation.
3. The Bank agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.
4. (a) In selecting VDUs, the Bank will attempt to obtain equipment, which will ensure the following :
 - i. Screens that give clear stable images.
 - ii. Proper sitting of keyboard so as to ensure the reduction of stress and improved maneuverability.
 - iii. Equipment which is quit in operation so that the level of noise is kept to a reasonable limit.
- (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.
- (c) The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employee.
- (d) The Bank will endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.
- (e) Employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.

- (f) Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary, will be borne by the Bank on the following basis.
- i. The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
 - ii. The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the scheme, the Bank will bear such additional cost as well.
5. Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
6. The provisions of this Agreement will apply to employee whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.
7. The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options.
- (a) The aforementioned excess employee may be transferred to other sections/ Departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment, which the Bank would under normal circumstances be entitled to effect.
 - (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employer consider it necessary.
 - (c) The Bank will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this schedule.
8. For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology, It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.

IN WITNESS hereof parties have set their hands hereunto on this 31 st day of March 2006.

For and on behalf of
COMMERCIAL BANK OF CEYLON LTD.

A.L. GOONERATNE,
Managing Director.

For and on behalf of
CEYLON BANK EMPLOYEES' UNION

M. R. SHAH,
President.

WITNESSES :

G. L. C. AMARASIRI,
Deputy General Manager,
(Human Resource Management).

G. K. B. DASANAYAKA,
Director General,
The Employers' Federation of Ceylon.

WITNESSES :

GAMINI KARUNARATNE,
General Secretary.

M. K. N. WIJAYAPALA,
President,
C.B.E.U. Commercial Bank Branch.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE collective Agreement entered into between Associated Battery Manufacturers (Ceylon) Limited, No. 31, Katukurundawatta Road, off Attidiya Road, Ratmalana of the one part and commercial and Industrial Workers Union, No. 143, 3rd Floor, Kew Road, Colombo 02 of the other part on 06th March, 2006 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,
19 th May, 2006.

Collective Agreement No. 11 of 2006

ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED - RATMALANA

COLLECTIVE AGREEMENT - 2006

THIS Collective Agreement made and entered into on this Sixth day of March Two Thousand Six between Associated Battery Manufactures (Ceylon) Limited, having its Registered Office at No. 31, Katukurundawatte Road, Off Attidiya Road, Rathmalna, (hereinafter referred to as the 'Employer') of the one part and the Commercial and Industrial Workers Union registered under Number 4252 under the Trade Union Ordinance, having its Registered Office at No. 143, 3rd floor, Kew Road, Colombo 02, (hereinafter referred to as the 'Union') of the other part, witnesseth,

Whereas the Union has shown to the satisfaction of the Employer that it represents a majority of the employees employed by the Employer in the Manual grades in the Employers Factory, the Employer having negotiated with the Union regarding terms and conditions of service of the factory employees concerned have agreed to as follows :-

01. **Title.**- This Agreement shall be known and referred to as the Associated Battery Manufactures (Ceylon) Limited Employees Collective Agreement of 2006.

02. **Parties Covered and Bound.**- This Agreement shall cover and bind the Employees the Union and all its members employed on permanent monthly contracts by the employer in its factory in the categories referred to in the first schedule hereto and hereinafter referred to as 'The Employees'.

03. **Date of operation and duration.**- This Agreement shall be effective from the Sixth day of March Two Thousand Six and shall continue in force for a minimum period of four (04) years, unless it is terminated by either party giving one (1) month notice in writing to the other of its intention to terminate the Agreement, provided however, that neither party shall give such notice on or before Sixth day of February Two Thousand and Ten.

04. **General terms and Conditions of Employment.**- During the continuance in force of this Agreement the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the employer and an employee covered and bound by this Agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of the Agreement.

05. **Production Targets and Operation Procedures.**- The Union agrees that the minimum Production Targets and operating procedures will be as set out in schedules III, and IV hereof. The minimum production targets are subject to normal conditions and are variable in the event of machine break downs, power failures, quality of raw materials or other circumstances acceptable to the Management.

06. **Probation.**- Every employee recruited by an Employer shall serve a period of probation of not more than six (6) months. Provided however that if during the six (6) months probationary period the Employer is not satisfied with the progress of such employee, the probationary period may be extended for a further period of three (3) months, and in that event the Employer shall indicate to the employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation the Employer shall

have the right to terminate the services of the employee without notice. If the employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the employee has not been confirmed by the Employer the employee shall be deemed to be confirmed in his Employer's service with effect from the day after, the day on which the period of probation, or extended probation as the case may be ended.

07. Attendance .-

- (a) Unless otherwise specifically instructed by his Employer an employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory or job and shall there remain available for work throughout the normal working hours.
- (b) If, at the factory, work is temporarily not available for and employee in his own occupation he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any department of the Employer where work is available.
- (c) Irregular attendance or unpunctuality of an employee shall constitute neglect of duty for which he shall be liable for appropriate disciplinary action.

08. Hours of Work.- The normal working hours shall be those hours which are customarily worked in the establishment of the Employer.

09. Forfeiture of Wages.- Unless for good cause shown to the satisfaction of the Employer, an employee fails to hold him self available for work throughout the normal working hours of each working day, he shall forfeit and his Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

10. Overtime .-

- (a) If required by his Employer an employee shall work reasonable overtime which has been authorized by the Employer. Refusal to work reasonable overtime in the absence of a satisfactory explanation which is acceptable to the Employer shall constitute neglect of duty for which an employee shall be liable to appropriate disciplinary action.
- (b) Overtime work (i. e. work performed in excess of normal working hours) shall be remunerated at one half (1 1/2) times the normal hourly rate ascertained in accordance with the provisions of clause 19 (a) hereof.

11. Weekly Holidays.-

1. In respect of each week every factory employee to whom the Shops and office employees' Act will not apply. Shall be allowed a holiday on the Sunday in that week as the weekly holiday. Provided however, that if an employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and his Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of clause 19 hereof.
2. In computing the period of twenty eight (28) hours referred to in Sub-clause :
The Employer shall include. -
I. Every holiday allowed by the Employer to the employee as annual holiday.
II. Every Public holiday granted by the Employer in terms of clause 13 hereof ; and
III. Every day's absence on any ground approved by the Employer.
3. The Employer may employ any employee on a weekly holiday subject to the following conditions:
I. A day within the six (6) days next succeeding such weekly holiday shall be allowed to that employee as a holiday with remuneration. Provided however that if any employee who is employed on a weekly holiday is liable to forfeit and his Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause a, then and in such event that employee shall forfeit and his Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of clause 19 (b) hereof in respect of the holiday which shall be allowed to the employee within six (6) days of that weekly holiday. Provided further that respect of not more than two (2) such weekly holidays in any one calendar month an Employer may with the consent of the employee;
(a) Instead of allowing an alternate holiday with six (6) days of the weekly holiday in respect of which that employee shall not be liable to forfeit and the employer shall not be entitled to deduct one day's wage as aforesaid, pay him one day's wage computed in accordance with the provisions of clause 19 hereof in lieu of such alternate holiday, or

- (b) In case that employee is entitled to an alternate holiday within six (6) days of the weekly holiday as aforesaid in respect of which alternate holiday he shall be liable to forfeit and the employer shall be entitled to deduct a day's wage as aforesaid employ that employee on the alternate holiday.

II. That in respect of work done on such a holiday employee shall be paid as remuneration;

- (a) One and half (1 1/2) time the normal hourly rate ascertained in accordance with the provisions of clause 19 hereof for the number of hours worked during the first nine (9) hours (inclusive of one hour for meal) and
- (b) At double the normal hourly rate ascertained in accordance with the provisions of clause 19 hereof for each subsequent hour of work.

12. **Annual Holidays.**— Annual holidays shall be allowed to employees in accordance with the decisions of the Wages Board applicable to them.

13. **Statutory Holidays.**— Statutory holidays shall be allowed to employees in accordance with the decisions of the Wages Board applicable to them save and except in the case of those employees who shall be covered by the provisions of the Shops and Office Employees Act where the provision of that Act shall apply in this regard.

14. **Casual Leave.**—

- (a) In respect of each year of employment during which any employee has been continuously in employment that employee shall be entitled to take on account of private business or other reasonable cause including ill health if that employee's entitlement to sick leave has been fully utilized, leave (hereinafter referred to as 'casual leave') with remuneration for the period or an aggregate of periods not exceeding seven (7) days and the Employer shall allow such casual leave and shall be liable to pay such casual leave and shall be liable to pay such remuneration. Provided however that not more than two (2) days casual leave shall be taken at any time save and except upon the ground of ill health. Provided further that any worker shall not be entitled to take casual leave immediately preceding or immediately following any period of annual holidays. Provided further that in respect of any employee's first year of employment including any period of probation he shall be entitled to casual ;
- (b) Leave for that year computed on the basis of one day for each complete period of two months; service.
- (c) Casual leave will normally be granted on application without the employee being required to state the reason for the application. Where an Employer finds it difficult to grant an application for casual leave, his difficulty shall be notified to the employee as soon after the application is made and such case the employee may be required to state the reason for the application in order that the employer may decide whether it is reasonable in the circumstances to grant him casual leave ;
- (d) An employee who avails of less than seven (7) days casual leave during any calendar year shall be entitled to receive a payment equal to two (02) days salary in respect of each day of un-availed of casual leave.

15. **Sick Leave.** -

- (a) In any year an employee shall be entitled to sick leave not exceeding twenty one (21) days. Provided that;
- I. His illness is supported by a certificate from a Registered Medical Practitioner (unless waived by his employer) within seven (7) days if the absence exceeds seven (7) days or where the absence is less than 07 days on the date that such employee reports to work. However in any one year an employee may avail himself of up to a maximum of seven (07) single days which are not consecutive on production of a sick note provided however that an employee has to inform the company within 24 hours, if the prior approval has not been obtained.
- II. The employee shall not be on probation within the meaning of clause 06 hereof, provided however that an employee who has been on probation shall as from the date of confirmation in respect of the remainder of the first year of employment be entitled to sick leave not exceeding ten (10) days if he is confirmed after six (6) months' probation and sick leave not exceeding five (5) days if he is confirmed after nine months (9) probation.
- (b) ACCUMULATION AND ENCASHMENT OF SICK LEAVE :
- I. An employee who avails of less than twenty one (21) days sick leave during a calendar year is permitted either to accumulate or encash the un-availed sick leave lying to his credit in that year.
- II. Accumulation is permitted up to sixty three (63) days and could be utilized during any prolonged illness subject to a Medical certificate acceptable to the Employer being produced.

III. Sick leave thus accumulated will be valid up to the date of retirement / or cessation of employment.

IV. Encashment of sick leave will be at the rate of two (2) days pay for each day of un-utilized leave.

- (c) The entitlement to sick leave is subject to the leave being approved before hand or the employer being informed of the reason for absence.
- (d) Encashment of next years sick Leave is permitted up to seven and half days (7 1/2) if an employee who has exhausted his leave entitlement is unable to attend his normal work due to an accident, surgery or any other sickness which needs hospitalization.

16. **Wages.** - With effect from the Sixth day of March 2006 the monthly basic wages of employee shall be revised by the addition of a sum equal to 5% of the wage applicable to each employee as at 28th February 2006 and shall thereafter be paid wages accordingly.

17. Non Recurring Cost of Living Allowance. -

- (a) At the expiry of the 12 months period ending on the Thirty first day of August Two Thousand Six the Non Recurring Cost of Living Allowance (NRCLA) will be calculated by multiplying the number of completed points by which the Colombo Consumers' Price Index (CCPI) figure has increased during the twelve (12) months period preceding the first day of September 2006 by two (2). This amount will be shown separately in the wage slip as NRCLA and will be added to the salary for the purpose of calculating EPF, ETF, Gratuity, Overtime and Annual Bonus. This amount will not be taken into account when computing the monthly production bonus and the annual increment.
- (b) At the expiry of each twelve month period commencing from the thirty first day of August Two Thousand Six the NRCLA will be revised in the manner prescribed by addition to NRCLA figure in force in the twelve month period immediately preceding of 30th August of every year an amount equal to the number of complete points by which the Colombo Consumers' Price Index has increased during such preceding twelve month period, multiplied by two (2) and the NRCLA of each employee shall be revised from the 1st day of September of the succeeding year.

18. If during the continuance in force of the Agreement the Government of Sri Lanka. -

- (a) Prescribes increases in wages by any written law applicable to categories covered by this Agreement legally obliging the Employer to make such payment, the employer shall pay such increases in wages prescribed by such written law and in terms of such written law.
- (b) Recommends increases in wages such recommendations will not be applicable to the Employer, irrespective of whether or not such recommendations are applicable to categories covered by this Agreement.

19. **Wages for The Period Less Than One Month.** - For the purpose of this Agreement the wages of any employee for period less than one month shall be computed in the manner following:

- (a) For one hour - the monthly wage divided by two hundred and forty (240)
- (b) For one day - the monthly wage divided by thirty (30)
- (c) For one half day (Either morning or Afternoon) - a days wage ascertained as above divided by two (2)
- (d) For one week - a day's wage ascertained as above multiplied by seven (7)

20. Non Recurring Cost of Living Gratuity (NRCLA)

- (a) As the monthly wage and NRCLA of employees have been fixed at the Colombo Consumers Price Index figure of 3945, an employee shall subject to the provisions of the succeeding sub- clause be entitled to receive and the Employer shall be liable to pay a Non Recurring cost of Living Gratuity to the employees in September each year in respect of the preceding twelve (12) months (01st September to 31st August hereinafter referred to as 'the qualifying period') commencing from the 1st Day of September Two Thousand Six ascertained in accordance with the under noted formula.

THE FORMULA

If the average of the Colombo Consumers' Price Index for the qualifying period exceeds the Colombo Consumers Price Index figure of 3945, hereinafter referred to as the "base index", a sum computed at two Rupees for each complete point (ie, 1.0.) by which such average exceeds the 'base index' in respect of each month of service during the qualifying period.

- (b) When at the expiry of each twelve month period commencing on the First day of September Two Thousand Six the NRCLA have been revised in the manner set out in clause 17 hereof the base index figure in the formula for the purpose of calculating the Non- recurring Cost of Living Gratuity shall thereafter be increased by the number of points by which the Colombo Consumers' Price Index figure has risen during each twelve month period as specified in clause 17 hereof.
- (c) The Non-recurring Cost of Living Gratuity shall be payable by an Employer to an employee who is eligible to receive the same by virtue of his service under the Employer during a part of the qualifying year by reason of the fact that he is not in the Employer's service when the Non - recurring Cost of Living Gratuity becomes due in September of any year or he joined the Employer's service during the course of the qualifying year.
- (d) The Non - recurring Cost of Living Gratuity shall not be payable to an employee in respect of any period for which he received no wages for whatever reason.
- (e) No provident Fund, Trust Fund, overtime or any other payment shall be due or calculated on the Non - recurring Cost of Living Gratuity.

21. **Provident Fund.**- An employer and an employee shall contribute to the Provident Fund at rates prescribed by the Employees Provident Fund Act No. 15 of 1958.

22. **Terminal Benefits.**- Terminal benefits will be paid in accordance with the formula in the Gratuities Act, No. 12 of 1983.

23. **Bonus.-**

- (I) Without prejudice to the Employers claim that bonus payments are *ex-gratia*, the employer shall during the pendency of this Agreement pay by way of an Annual Bonus to each employee in the month of April each year a sum amounting to two and half (2 1/2) month's salary. The salary for this purpose shall be the monthly salary payable to an employee as at March of such year.
- (II) In addition to the payment referred to at (I) above the employer undertakes to pay, also in the month of April each year the following amounts subject to the achievement of production levels in the factory as detailed hereunder during the preceding financial year, ie. 1st April to 31 March.
 - (a) A sum equal to half (1/2) month's salary provided the production in the factory during the preceding financial year is not less than 237,000 units of batteries.
 - (b) A sum equal to one (1) month's salary, inclusive of the amount referred to at (II) (a) above provided the production in the factory during the preceding financial year is not less than 270,000 units of batteries.
 - (c) A sum equal to one and a quarter (1 1/4) months' salary, inclusive of the amount referred to at (II) (a) and (b) above provided the production in the factory during the preceding financial year is not less than 296,000 units of batteries.
 - (d) A sum equal to one and half (1 1/2) months' salary, inclusive of the amounts referred to at (II) (a), (b) and (c) above provided the production in the factory during the preceding financial year is not less than 302,000 units of batteries.

24. **Annual Increments.**- Employees will be entitled to Annual Increments with effect from 01st April each year in accordance with the formula set out in the second Schedule hereto.

- (a) An Annual Increment of an employee can be suspended, stopped or differed by the Employer by way of punishment for misconduct.
- (b) An Annual Increment if suspended, stopped or differed shall mean :
 - I. Differed the loss of increment shall be continuous throughout his career.
 - II. Stopped, the loss of increment shall only be for the period of stoppage.
 - III. Suspended, the increment is suspended pending a decision to defer or stop an increment, such decision being dependant upon a consideration of the factors giving rise to the suspension. Where on such decision an increment is neither stopped nor differed, then the suspension shall be treated as waived and the full increment from the date of suspension thereof shall accrue to the employee concerned.

COMPENSATION PACKAGE :

Considering the company's difficulties at present, the union agrees to reduce the incremental rate to 3%. Since this 3% increase would not be payable on the NRCLA payment and comparatively in respect of the monthly production bonus scheme the company agrees to pay the following compensation package as a once and for all payment for all the employees taking into consideration the total loss they may have incurred by reduction of annual increment from 5% to 3% and separation of the NRCLA from the salary for the purpose of calculation of annual increment and production bonus until retirement at 55 years.

<i>Months To Complete Upto Retirement</i>	<i>Quantum to be Given (Monthly Salary)</i>
0 -12 months	Nil
13 - 24 months	01 month
25 - 36 months	1 1/ 2 months
37 - 48 months	2 1/ 4 months
49 - 60 months	03 months
61 - 72 months	04 months
73 - 96 months	05 months
97 - 108 months	06 months
Over 108 and age 45 years and below.	06 1/ 2 months

25. **Warning.**— If in the opinion of the Employer an offence warrants a warning the same shall conveyed to the employee by a letter, a duplicate of which shall be signed by the employee. If the employee refuses to sign the duplicate the warning may be given to the employee orally by the Employer in the presence of two witnesses and the warning letter will be filed in the personal file with the attestation of the two witnesses.

26. **Suspension.**—

- (a) An employee may be suspended without pay by the Employer;
- I. Pending an inquiry to be held by such Employer on a charge or charges of misconduct which warrants dismissal.
 - II. In order to avoid a breach of the peace or damage to the property or disturbance of the business of the Employer.
 - III. As a punishment for misconduct for a period not exceeding seven (7) working days after due inquiry.
- (b) At the time of suspension under Sub - clause (a) I. or within twenty four (24) hours thereof the Employer shall provide the employee with a written order of suspension specifying the reason for such suspension and thereafter hold an inquiry into the charge or charges in terms of Clause 27 hereof.

27. **Disciplinary Action.**— Where an Employer proposes to proceed against an Employee then.

- (a) Irrespective of whether an employee has been suspended under Clause 26 hereof or not, the employee shall be furnished with a show cause notice which shall set out the particulars of the charge or charges of misconduct alleged against such employee and such show cause notice shall give the employee not less than three (3) clear working days in which to give the answer or explanation to the charge or charges preferred.
- (b) Within three (3) clear working days after the date of the show cause notice, the employee shall furnish in writing to the Employer the answer or explanation to the charges preferred against such employee. Provided however, that if in the circumstances it is reasonable the employee may ask the Employer for an extension of time within which to furnish the written answer or explanation to the show cause notice and where such request is made by an employee to the Employer, the Employer shall grant such request for such further period of time as is deemed necessary in the circumstances of the case.
- (c) If the Employer is satisfied with the written answer or explanation of the employee, the employee shall if he is under suspension forthwith be reinstated and shall be paid all wages and entitlement due for the period of such suspension.
- (d) If the Employer is not satisfied with the written answer or explanation of the employee to the show cause notice and such answer or explanation is rejected by the Employer, the Employer shall commence an inquiry within ten (10) working days from the date of receipt by him of the written answer or explanation to the show cause notice.

- (e) After holding such inquiry the Employer shall notify the employee of the findings on each of the charges in the show cause notice and the punishment, if any, imposed by the Employer. Provided that if the Employer fails to make an order except for reasons beyond the control of the Employer on the charges in the show cause notice within thirty (30) working days from the conclusion of the inquiry into such charges the employee shall not be liable to be punished thereafter in respect of such charges and no inference adverse to the employee in respect of such charges shall be drawn from such charges.
- (f) If the employee is under suspension and the Employer after such inquiry makes order that :
- I. The employee shall not be dismissed then the Employer shall resume employment forthwith and shall subject to the provisions of sub-clause 26 (a) III. hereof be paid all wages and entitlement due for the period of suspension irrespective of such other punishment less than dismissal that may be imposed by the Employer on the findings as to the charges in the show cause notice.
 - II. The employee shall be dismissed, the employee's dismissal shall take effect from the date of the employee's suspension and accordingly the employee shall not be paid for the period of such suspension.
 - III. In view of the serious or involved nature of the charges in the show cause notice against the employee the Employer is unable to make a final order as it is necessary and desirable that the matter be referred to the police or other authorities for further investigation or if in view of the serious or involved nature of the charges preferred against the employee the matter had been previously referred to the police or other authorities for investigations or inquiries that the outcome of such investigations or inquiries be awaited, then in either of such circumstances the employee may remain suspended without pay.
 - IV. If in any case where an employee is suspended as provided for herein and the Employer shall fail to make an order under paragraph I to III of the preceding Sub-clause for any reason other than that of the employee's own seeking within thirty (30) working days from the date of the employee's suspension, the employee shall be entitled to half his normal remuneration for the period of thirty (30) days from the date of such suspension and to his full remuneration for the period of suspension in excess of thirty (30) days up to the date on which the Employer makes an order under paragraph I to III of the preceding sub-clause, irrespective of the outcome of the inquiry.
 - V. In any case where an employee is suspended as provided herein the employer shall make an order under paragraphs I to III of Sub-clause (f) within ninety (90) days of the date of suspension of the employee unless he is prevented from so doing by reason of the employee's own seeking or for reasons beyond the control of the employer or it is agreed between the Federation and union that in the circumstances of the case the period ninety (90) days be extended for such further time as may be agreed.
 - VI. The Employer shall not be required to hold an inquiry as referred to in Sub-clauses (d) and (e) hereof where the Employer proposes to warn the employee or where the employee admits to the charges or charge. Provided however that if the union disputes the warning or punishment imposed on the employee by the Employer and requests the holding of an inquiry the employer shall comply with such request and the provisions relating to the holding of an inquiry shall then apply subject to the exception that the fact that the inquiry had not commence within (10) ten working days after receipt of the employee's explanation shall not be material or relevant.

28. **Retirement.**— on reaching of age of fifty five (55) years an employee shall *ipso facto* retire. Company will pay his all statutory dues such as Gratuity and other dues on reaching the age of 55 years. However the company agrees to employ such retired employee for a further period of one year only from his 55 th birthday at his last drawn salary on a fixed term contract. There would be no further extension of the contract. He will not be entitled to receive any increases by way of Annual Increment or any other increases received by the other permanent employees whether under this Collective Agreement or otherwise. The employment will be subjected to the terms and conditions given in the contract of employment shown in the Schedule 6 hereof.

29. **Termination of Service.**—

- (a) Every contract whether oral or written, for the hire of any employee by the Employer except for work usually performed by the day, or by the job, or by the journey shall (subject to the provisions of Clause 6 hereof or unless otherwise expressly stipulated) be deemed and taken in law to be a contract for hire and service for the period of one month and to be renewable from month to month and shall be deemed and taken in law to be so renewed unless one month's previous notice be given by either party to the other or his intention to determine the same and such month has expired.
- (b) Where any employee is engaged for a particular job or period such as casual or temporary work he shall be informed thereof at the commencement of his employment and his contract of service will terminate on the completion of the job or period on the failure of the employee to complete the job within a reasonable time.

30. **Union Recognition.** - The union shall be competent to make representations on behalf of its members employed in the work place of the Employer. In regard to issues of general application or the effect of principles such as matters affecting general terms and conditions of employment in the work place the following provisions shall apply :

- (a) When the union is representative of not less than forty per centum (40%) of the employees whose membership subscription is not in arrears the Employer of such employees will recognize that union for the purpose of general claims and matters and negotiate with it on that basis.
- (b) If it becomes necessary to decide that question whether at the establishment of the Employer the union is competent to make general claims or raise general matters the same shall be determined by a referendum which results of such referendum shall be held by the Department of Labour and the results of such referendum shall be binding on the Employer and union and the parties hereto.

31. **Dispute Procedure**

- (a) In the first instance the union shall submit any demand on behalf of its members to the Employer of such members and give the Employer at least ten (10) working days time within which to reply. If in the union's opinion the Employer's reply is unsatisfactory the union and the Employer shall explore the possibility of reaching settlement.
- (b) When the union concludes that negotiations with the Employer have been abortive it shall ask the Department of Labour to intervene and give the Department not less than ten (10) working days to arrange conference and /or discussion with a view to a settlement of the dispute. Negotiations under the aegis of the Department of Labor shall then proceed until the Department reports failure.
- (c) Subject to the provisions of Clause 33 hereof all disputes between the union and the Employer or between the parties hereto shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.
- (d) Any party for this Agreement shall not instigate, support or engage in any unfair labour practices during the currency of this Agreement.

32. **Anomalies in the Course of Implementation.** - Any anomaly arising from the implementation of this Agreement shall be settled by negotiations between representatives of the Federation of which the employer is a member and the Union and if the matter cannot be settled by negotiation the matter shall be settled in accordance with the provisions of the Industrial Disputes Act and the regulations made thereunder.

33. **Trade Union Action.** - The Union and its members and the employees covered and bound by this Agreement jointly and severally agree with the Employer that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade Union action against the Employer in respect of any dispute between the Employer and the Union and or its members and / or any employee or employees covered and bound by this Agreement whether or not such dispute is related to this Agreement, except where such dispute has been caused by an act of the Employer which in the opinion of the controlling body (by whichever name called) of the union is *mala fide* or vindictive or calculated to threaten or undermine the existence or the legitimate activities of the Union and / or its members or is grossly unfair or seriously detrimental to the interests of the Union and / or its members. Provided however that at least seven (7) days notice in writing shall be given by the Union to the Employer, the Federation and the Commissioner of Labour before the date or commencement of any intended strike or other form of trade union action consequent to an act of an employer which in the opinion of the controlling body (by whatsoever name called) of the union is *mala fide* or vindictive or calculated to threaten or undermine the existence of the legitimate activities of the Union and / or its members or is grossly unfair or seriously detrimental to the interests of the Union and / or its members.

34. **Production Bonus Scheme.** -

- (a) With effect from 06 th March, 2006 a Production Bonus Scheme in accordance with the formula set out in the fifth Schedule hereto will become operative.
 - i. The average output per day over a period of one month would be basis of calculation of the production bonus payment.
 - ii. The payment will be made under this scheme on a monthly basis.
 - iii. For the purpose of calculating the production bonus payments the number of batteries produced will be equated to units as indicated in the Schedule at Sub Clause (b) hereof.

(b) Type of Battery	No of Units
13L (6 V)	1/2
21L (6V)	1
7R	1
9R	1
13/ 11	1
N 120	1 1/2
19/ 3 R	1 1/2
N 200	2
23/ 3 R	2
N 50 Z	1
N 70	1
NS 40	1
N 100	11/2
Motor Cycle	1/4

- i. The total number of complaint batteries received during the month due to operator faults will be deducted from the total production during the month.
- ii. A proportionate deduction will be made from the production bonus of each employee against each day of absence without pay. Example in a month where there have been twenty (20) days of production the deduction shall be 1/ 20 th of the production bonus for a single days absence without pay.
- iii. In the event of additional facilities involving capital expenditure being installed in the factory and / or additional staff recruited, both parties to this agreement, agree to review and revise this production bonus scheme.

35. **Attendance Bonus.** - ON PRODUCTION.- The attendance bonus scheme in operation in accordance with the formula set out below will continue to operate.

(a) When average number of batteries produced during a month is between 1080 to 1187 batteries.-

- i. Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,000/- in respect of such month.
- ii. In the event of any month constituting more than 20 working days an employee shall receive Rs. 250/- in respect of each such extra day, provided he is present at work on at working days of such month.
- iii. Employees absent up to 05 working days in any month shall receive payments as follows : -

Absence up to 01 day	-	750/-
Absence up to 02 days	-	500/-
Absence up to 03 days	-	200/-
Absence up to 04 days	-	100/-
Absence up to 05 days	-	50/-

(b) When average number of batteries produced during a month is between 1188 to 1295 batteries : -

- i. Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,300/- in respect of such month.
- ii. In the event of any month constituting more than 20 working days an employee shall receive Rs. 300/- in respect of each such extra day, provided he is present at work on all working days of such month.
- iii. Employees absent up to 05 working days in any month shall receive payments as follows : -

Absence up to 01 day	-	950/-
Absence up to 02 days	-	600/-
Absence up to 03 days	-	300/-
Absence up to 04 days	-	150/-
Absence up to 05 days	-	50/-

(c) When average number of batteries produced during a month is between 1296 to 1349 batteries : -

- i. Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 1,500/- in respect of such month.
- ii. In the event of any month constituting more than 20 working days an employee shall receive Rs. 350/- in respect of each such extra day, provided he is present at work on all working days of such month.
- iii. Employees absent up to 05 working days in any month shall receive payments as follows : -

Absence up to 01 day	-	1,100/-
Absence up to 02 days	-	700/-
Absence up to 03 days	-	400/-
Absence up to 04 days	-	200/-
Absence up to 05 days	-	100/-

(d) When average number of batteries produced is over 1350 batteries per month : -

- i. Employees present on all working days in any calendar month up to 20 working days shall receive Rs. 2,000/- in respect of such month.
- ii. In the event of any month constituting more than 20 working days an employee shall receive Rs. 400/- in respect of each such extra day, provided he is present at work on all working days of such month.
- iii. Employee absent up to 05 working days in any month shall receive payments as follows : -

Absence up to 01 day	-	1,500/-
Absence up to 02 days	-	1,000/-
Absence up to 03 days	-	500/-
Absence up to 04 days	-	250/-
Absence up to 05 days	-	50/-

- * Approved leave shall also be regarded as "absence" for this purpose.
- * Work done on week ends, poya and other statutory Holidays will not be accounted for as working days.
- * Those who are allocated 'LIGHT DUTY' will not be entitled for the above bonus. Each day of 'LIGHT DUTY' will be treated as a day of absence for this purpose.

36. Meal Allowance.-

- (a) The Employer agrees to pay a meal allowance of Rs. 70/- per day to each employee who is present at work.
- (b) In addition to the meal allowance referred to above the employer shall provide each employee who is present at work with the following on each working day :-
 - i. Reimbursement of the value of a soft drink (Coca Cola)
 - ii. An egg at 12 noon
 - iii. A bun
- (c) Three packets of 400 grams Anchor milk food will be provided (in lieu of a cup of Nestomalt at 3.00 p.m.) per month per employee.

37. Long Service Award.-

- (a) Each employee who has completed 10 years of uninterrupted service will be entitled to a gift of two gold sovereigns from the Employer.
- (b) On the completion of 20 years of uninterrupted service an employee will be entitled to receive three gold sovereigns.
- (c) On retirement from the services of the company as employee will receive three (3) gold sovereigns.

38. Shift Allowance.-

Factory employees will be entitled to shift allowance as set out hereunder, when working on shifts :-

Rs. 15.00 - First shift

Rs. 25.00 - Second Shift

Rs. 45.00 - Third Shift

39. Medical Benefits.-

- (a) Reimbursement of medical expenses for the family will be made to a maximum of Rs. 8,500/- per annum to each employee and the same will be deposited in a savings account at the beginning of the financial year.
- (b) The employer will obtain an individual life insurance policy and a hospitalization insurance policy up to Rs. 75,000/- per annum on behalf of each employee, spouse and their three children under 21 years of age.
- (c) The Employer agrees to reimburse the value of spectacles purchased by the employees up to rupees two thousand seven hundred (Rs. 2,700/-) once in five years.
- (d) The employer agrees to reimburse the value of lenses replaced by the employees up to Rupees One Thousand (Rs. 1,000/-) once in two years.
- (e) The other existing medical facilities referred to at clause 38 of the Associated Battery Manufacturers (Ceylon) Limited manual workers' collective agreement of 1989 will continue to be extended to employees.

40. Annual excursion.-The Employer shall provide for an Annual Excursion. The arrangements will be made through consultation and agreement with the Branch Union.

41. Annual Party.-The Employer shall provide for an Annual Party. The arrangements will be made through the sports club in consultation and agreement with the Branch Union.

42. Travelling Reimbursement.- Each Employee will be entitled to Rs. 80/- per day for attendance at work. The basis for the amount agreed upon is in relation to the cost of a liter of petrol.

43. Free Battery Issue.- The Employer will issue one NS 70 battery free to each employer each year.

44. Funeral Assistance.-In the event of the death of an immediate family member of a permanent employee, the Employer agrees to grant the following concessions :-

- (a) On a request made by the union under authority of its members the Employer agrees to deduct from the salaries of employees in respect of whom such request is made, and advance such money to the union.
- (b) Grant leave without loss of pay for four (04) employees named by the union and two (02) others at the discretion of the Management to attend the funeral.
- (c) Make a donation of Rupees Seven Thousand five hundred (Rs. 7,500/-) by way of funeral assistance to the employee concerned.
- (d) Make a donation of Rupees One Thousand five hundred (Rs. 1,500/-) to buy a wreath for a funeral of a family member.

An "Immediate family member " of an employee for the above purpose shall mean spouse, unmarried children, parents including father in law and mother in law. In the case of unmarried employees, unmarried brothers and sisters shall also be included.

45. Wedding Assistance.-In the event of marriage of an employee the Employer shall grant a sum of Rupees seven Thousand five hundred (Rs. 7,500/-) to such employee.

46. **Employee Loans.**— Employees shall be entitled to a single loan up to a maximum of six months (06) salary deductible without interest in sixty (60) monthly installments. For this purpose a loan application form supported by two employees as guarantors is required.

No any other loans will be considered during this period. On completion of 60 months period after obtaining the loan, the union has the right to negotiate for a fresh loan.

47. **Christmas Gift.**— Rs. 3,300/- by way of a voucher paid during Christmas.

48. **Soap.**— The company agrees to provide two cakes of Lux soap and one cake of Lifebuoy soap per month for each factory employee.

49. **Factory Operating Procedures.**— The union agrees that the operating procedures and work schedules in the factory shall be as indicated under Schedule 03 hereof and as hitherto practiced.

END OF PART ONE

PART II

CONTAINING THE FACILITIES AND CONCESSIONS GRANTED BY THE EMPLOYER TO THE UNION

1. **Breachers of Collective Agreement.**— If in the opinion of the employer the Union commits a breach of any of the terms of this Collective Agreement, then and in any such event the Union shall cease to be entitled to enjoy the facilities and concessions granted by the Employer in the succeeding Clauses of this Part and the same shall stand withdrawn without prejudice to the Employer's right to restore such facilities and concessions upon such terms and conditions as the Federation may decide.

2. **Domestic Inquiries.**— If an employee who is furnished with a show cause notice in terms of Clause 27 is a member of the union, the following provisions shall apply to the inquiry held by the Employer pursuant to such show cause notice : -

- (a) The Employer will, subject as hereinafter provided, allow a member or such Union (hereinafter referred to as 'Observer') to be present as an Observer without loss of wages for absence from work.
- (b) If the employee who is served with a show cause notice desires an Observer to be present at the inquiry to be held pursuant to such show cause notice, he shall forty eight (48) hours at least before the time appointed for the commencement of the inquiry submit to the Employer the name of such Observer.
- (c) An Observer may answer any question which the person who conducts the inquiry may ask him, but an Observer shall not be entitled to represent the Employee who is served with a show cause notice or otherwise partake in the inquiry.
- (d) The person who conducts an inquiry shall be entitled to request an Observer who obstructs such inquiry in any manner whatsoever to withdraw there from and an Observer shall forthwith comply with such requirement.
- (e) The absences of an Observer from the whole or part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto.

3. **Union Meetings.**— The following provisions shall apply to meetings of the union : -

- (a) In respect of each meeting which the union desires to hold at the Employer's premises, an application for permission shall be previously made to the Employer.
- (b) If the Employer decides to grant permission, the Employer shall be entitled to impose, *inter alia*, one or more of the under noted conditions : -
 - I. That no person other than as employee in the service of the Employer shall be present at a meeting of the Union.
 - II. On occasion such as the Annual General Meeting of the union, the Office Bearers of the parent union may, with the previous approval of the Employer, attend.

III. Fix a time limit within which meeting of the Union shall be concluded or adjourned.

- (c) It shall be duty of the union and its Office Bearers to ensure that the terms on which permission to hold a meeting of such union is granted, are duly complied with.
- (d) It shall be the duty of the Union and its office bearers to ensure that no damage is caused in the course of, or in connection with, a meeting of the union to the Employer's property or any other persons indemnify the Employer and keep the Employer indemnified against any such damage.

4. Duty Leave.-

- (a) The following provisions shall apply to duty leave without prejudice to the right of the Employer to refuse to grant permission if, in his discretion, the exigencies of the circumstances warrants refusal, the Employer will generally grant permission for not less than two Office Bearers of the Union.
- i. To be present at conferences held under the aegis of the Employer or the Employers Federation of Ceylon or the Department of Labour in connection with a dispute between the Union and the Employer.

or

- ii. To attend inquiries before Industrial Courts, Arbitrators or Labour Tribunals.

Without Loss of Wages for Such absence.

- (b) The employer will, in his discretion, grant leave without remuneration to an Employee to attend a Trade Union course or seminar or conference either in Sri Lanka or abroad unless the Employee concerned is entitled to annual or other holidays which he wishes to utilize for the purpose.

5. Check Off.-

- (a) In this clause 'Employer' shall mean the Employer bound by this collective Agreement in whose establishment the membership of the Union is not less than forty per cent (40%) of the Employees covered and bound by this Collective Agreement.
- (b) The Employer shall, on the written request of an Employee, deduct from the wages due to such employee the current monthly union dues as are specified by the Employee to be payable monthly by the Employee to the Union and remit the amount so deducted to the Union, in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- (c) Every employee who agrees to the deductions of Union dues from his wages shall sign a statement to the affect in the form set out in Form No. 1 hereinafter referred to as an 'Authorization' as set out in the Second Schedule hereto.
- (d) Every employee shall be entitled to withdraw his agreement to check off at any time by signing a statment to that effect in the form set out in Form No. 2 hereinafter referred to as a 'Revocation'.
- (e) As far as practicable deduction under an Authorization shall commence from the wages due immediately after the date of receipt of such Authorization and shall continue thereafter until the Authorization is cancelled by a revocation.
- (f) As far as practicable deductions under an Authorization shall cease from the date of receipt of a revocation canceling such Authorization provided however,
- I. That the Employer shall not be liable in any manner whatsoever to the Union or the Employee concerned for failure to comply with Sub-clause (e) or (f)
- II. That at his discretion, an employer shall be entitled not to make deductions by way of check off in any month in which the deductions by way off check off will together with all other deductions from the employee's wages in that month exceed the deductions permitted by law.
- (g) The Employer shall not later than the tenth day of each month remit the Union dues deducted from the wages of the employees in the month immediately preceding, to the Treasure of the union in accordance with the tenor of each Authorization by a cheque payable to the Treasure thereof and crossed 'Account payee'.

- (h) The cheque shall be sent at the risk of the Union and the employees concerned by post in a pre-paid envelope addressed to the Treasure of the Union at its address for the time being.
- (i) The Treasure of the Union shall promptly acknowledge receipt of the cheque.
- (j) The Employer shall not be liable to pay to the Union or to the Treasurer on its behalf, as aforesaid, any sum other than the Union dues actually deducted.

FORM No. 1

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

AUTHORIZATION

As I am an Employee covered and bound by the Collective Agreement affecting Employees Employed in a manual or labouring capacity in the Trade and bearing No. : of 20 and I desire to avail my self of the facility for check off contained in the Collective Agreement to which I am eligible as a member of the Union.

Please deduct from my wages each month a sum of (Rs.....) in respect of my current monthly membership dues to the said Union on my behalf. The first payment should please be made from my wage next due immediately following the date hereof.

.....
Date of signing

.....
Signature of Employee

.....
FULL NAME OF EMPLOYEE

Received on
(To be filled by an Employee)

FORM No. 2

Name of Employer : Associated Battery Manufacturers (Ceylon) Limited

REVOCATION

With reference to the Authorization submitted by me, please cease to deduct from my wages further membership dues in favor of Union with effect from the wages next due to me immediately following the date hereof.

.....
Date of signing

.....
Signature of Employee.

.....
FULL NAME OF EMPLOYEE.

Received on
(To be filled by an employer)

PART III

In parts I and II of this agreement unless excluded by the subject or context the following words shall have the meaning set opposite to them.

Words	Meaning
Branch Union	The Branch union of the Commercial and Industrial Workers' Union in the establishment of the Employer.
Check off	The act of the Employer deducting at the request of the Union, subscriptions payable to the Union, by an Employee from the latter's pay with his concurrence.
Dispute	shall have the same meaning as in the Industrial Dispute Act.
Employees (For convenience sometimes referred to as 'he' or its grammatical variations)	All Employees covered and bound by this Agreement.
Employer (for convenience sometimes referred to as 'he' or its grammatical variation)	Associated Battery Manufacturers (Ceylon) Limited
Federation	Employers Federation of Ceylon
Industrial Dispute Act	The Industrial Disputes Act, No. 43 of 1950
Normal Incremental Date	The date on which an Employee would normally receive an increment.
Union	Commercial and Industrial Workers Union
Wage	The monthly wage according to the scale of consolidated wage applicable at the relevant time
Week	The period between midnight on any Saturday night and midnight on the succeeding Saturday night.
Year	A continuous period of twelve (12) months.

Words importing the masculine gender shall include feminine

Words importing the singular number shall include the plural and *vice versa*

SCHEDULE 2

ANNUAL INCREMENTS

Factory Staff

The maximum annual increment will be 3% of the salary applicable at the time the increment will falls due.

- (a) Employees who have not absented themselves without pay on any day of the year under consideration or up to a maximum of 03 days will be entitled to the full 3%.
- (b) Employees who have absented themselves for more than 03 days without pay and less than 5 days, will be entitled to 1.5% of the salary by way of annual increment.
- (c) Employees who have absented themselves for more than 05 days but less than 09 days without pay will be entitled to 0.5% of the salary by way of an annual increment.
- (d) Employees who have absented themselves for more than nine (09) days without pay shall not be entitled to any increment.

The method of computation of annual increments referred to above shall be without prejudice to the Employer's right to take disciplinary action on account of unsatisfactory attendance of an Employee.

SCHEDULE 3

ASSOCIATED BATTERY MANUFACTURES (CEYLON) LIMITED MANUAL WORKERS COLLECTIVE AGREEMENT - 2006

Operating Procedure / Work Schedule

All ancillary operations as carried out present must be continued.

1. CASTING DEPARTMENT :
Servicing and cleaning of all machines, mould and fittings of mould.
Cleaning of floor area.
Drossing of respective pots.
Checking weight and thickness of grids regularly.
2. ACID MIXTURE :
Continuation of present operation of acid mixing.
3. PASTING :
Wash machines before closing time.
Cleaning of sump and clean scrap as at present.
Servicing and greasing of machines.
Transport of Oxide from Pasting Department to Oxide Mill (Drums).
Changing of filter cartridge and pasting belts.
Checking of density, penetration and pasted weights regularly.
4. FORMATION :
Cleaning of formation Tanks regularly and replacing Formation bars.
All scrap to be collected and weighed and sent to Lead Recovery.
Keeping Formation Department floor clean.
5. PLATE CUTTING :
Cleaning of floor area and filter bags.
Counting of scrap.
6. ASSEMBLY :
Servicing and greasing of machines and pitch pots, cleaning of floor area.
All scrapes should be collected and weighed and sent to the Lead Recovery by the respective Departments.
7. LEAD RECOVERY :
Weigh tapped out lead.
Operate effluent pumps.
Clean and water surrounding area.
Servicing and greasing of machines.
Breaking and loading of slag in the absence of cleaners.
Attending to filter house when filter house operators are absent.
Changing of filter bags.
Relining.
8. CONTAINER PLANT :
Cleaning of floor area and Bipel drains.
Servicing and greasing of machines.
Loading flash onto trailer.
Transport containers and lids from plant.
9. OXIDE MILL :
Cleaning of floor area.
Changing of filter bags.
Transport of Oxide from Mill to Pasting Department (Drums)
Carrying out routine maintenance of the Mill

10. VEHICLE CLEANER TO CLEAN MAIN FACTORY WHENEVER HE IS FREE
11. BATTERY BREAKING :
To load battery scraps
To work in any other department as and when necessary
To water and clean the battery breaking area.

SCHEDULE 1

EMPLOYEES COVERED AND BOUND

FACTORY EMPLOYEES

01. Team Leaders.
02. Employees engaged in skilled, semi skilled and unskilled work in the factory and stores
03. Drivers.
04. Fork Lift Operators.

SCHEDULE 4

ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED COLLECTIVE AGREEMENT - 2006

PRODUCTION TARGETS

1. CONTAINER PLANT (three shifts) :

- 1.1 COMPOUNDING - 16 Batches per shift at 28 minutes.
- 1.2 CONTAINER MAUFACTURE

N 50)	
9R)	
7R)	
13L)	
17L)	
19L)	
21L)	
7R Superlite)	
13/ 11)	
B. 17 and N. 120	-	84 per shift
NS 40	-	116 per shift

- 1.3 LIDS - 4 Mould working 9 sets per hour

2. LEAD RECOVERY :

10 charges per day
on a charge of 800 Kgs. the recovery should be 560 kgs. or above
on a charge of 900 Kgs. the recovery should be 630 kgs. or above
05 Blend Pots per week as and when necessary. One blend Pot will be given on Saturdays when required. But Saturdays will be done dressing only. Ingots will not be unloaded on Saturdays.
The dry paste will be unloaded after melting for 1 3/4 hours. Flue dust the heating time has been reduced.

3. MAIN FACTORY :

CASTINGCTL Machine

929	3,750
1.5/ 176	4,250
1.2 F	4,250
Hand casting (see list below)	722

Wirts Machine

929	-	4,750 grids per shift
X 1.2	-	5,500 grids per shift
1.5	-	5,000 grids per shift

Lead Inserts	55 Kgs
TBS Machine	500 Kgs
Screw mould	
MBO 91 new	275 Kgs
MBO 91 old	385 Kgs
Winkle 95	248 Kgs
25/ 3r	237 Kgs
Burning Strips	600 Kgs

Hand Casting List

Flag small	55 Kgs
Flag medium	72 Kgs
Flag L/ R	92 Kgs
L - lug	77 Kgs
50 end strap	83 Kgs
60 end strap	72 Kgs
100 end strap	39 Kgs
40 end strap	33 Kgs
120 end strap	116 Kgs
120 inter strap	83 Kgs

3.2 PASTE MIXING :

06 Mixes per day and washing the machine before closing time. Additional 1/ 2 mix on 03 days of the week.

3.3 PASTING :

06 Mixes per day with 06 men.

Additional 1/ 2 mix on 03 days of the week with 929 + ve grids and 1.5 grids.

3.4 FORMATION :

One person per circuit required to do loading whenever necessary per day both positive and negative. If 01 employee absent, loading will be done without any production losses for 02 days per week excluding week ends.

4. ASSEMBLY :

4.1 PLATE CUTTINGManual

Positive	-	9,525	
Negative	-	11,100	
Machine	-	55,000	per 09 hours shift (6,111 per hour)

4.2 HARD RUBBER

13 L	-	330	N 200	-	105
17 L	-	260	DIN 45	-	80
19 L	-	260	27 R	-	105

4.2 HARD RUBBER

21 L	-	260	T. V	-	275
7 R	-	280	3 WHEEL	-	280
9 R	-	280			
13/ 11 L	-	215			
N 120	-	140			
19/ 3 R	-	140			
23/ 3 R	-	120			

4.3 POLYPROPYLENE

To ease the workload created by the increased production, one casual hand will be provided for Polypropylene production.

WITH 09 OPERATORS AND ONE PACKER

single line 10 men and double line 18 men

NS	40 Z	-	264
NS	40 ZL	-	264
NS	60	-	260
NS	60 L	-	260
NS	60 B	-	260
N	100	-	165
N	120 P/ P	-	149

Single line 11 men and double line 19 men

N	50 Z	-	297
N	50 L	-	297
N	50 ZL	-	297
NS	70	-	290
NS	70 L	-	290
N	70 Z	-	253
N	70 ZL	-	253
95	D 31 R	-	253
95	D 31 L	-	253
80 D		-	290

SCHEDULE 5

ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED COLLECTIVE AGREEMENT - 2006

Production Bonus Scheme

<i>Average Daily Production</i>			<i>Monthly Amount of Bonus</i>			<i>Average Daily Production</i>			<i>Monthly Amount of Bonus</i>		
<i>Units</i>		<i>Rs. Cts.</i>	<i>Units</i>			<i>Units</i>		<i>Rs. Cts.</i>			
500	M/3 Plus	0	1010	M/3 Plus	1963.33	1520	M/3 Plus	3863.33			
510	M/3 Plus	20	1020	M/3 Plus	1993.33	1530	M/3 Plus	3903.33			
520	M/3 Plus	40	1030	M/3 Plus	2023.33	1540	M/3 Plus	3943.33			
530	M/3 Plus	60	1040	M/3 Plus	2053.33	1550	M/3 Plus	3983.33			
540	M/3 Plus	80	1050	M/3 Plus	2083.33	1560	M/3 Plus	4023.33			
550	M/3 Plus	100	1060	M/3 Plus	2113.33	1570	M/3 Plus	4063.33			
560	M/3 Plus	120	1070	M/3 Plus	2143.33	1580	M/3 Plus	4103.33			
570	M/3 Plus	140	1080	M/3 Plus	2173.33	1590	M/3 Plus	4143.33			
580	M/3 Plus	160	1090	M/3 Plus	2203.33	1600	M/3 Plus	4183.33			

<i>Production Bonus Scheme (Contd.)</i>							
<i>Average Daily</i>	<i>Monthly Amount of Bonus</i>	<i>Average Daily</i>	<i>Monthly Amount of Bonus</i>	<i>Average Daily</i>	<i>Monthly Amount of Bonus</i>	<i>Average Daily</i>	<i>Monthly Amount of Bonus</i>
<i>Production</i>		<i>Production</i>		<i>Production</i>		<i>Production</i>	
<i>Units</i>	<i>Rs. Cts.</i>	<i>Units</i>		<i>Units</i>		<i>Units</i>	<i>Rs. Cts.</i>
590	M/3 Plus 180	1100	M/3 Plus 2233.33	1610	M/3 Plus 4223.33		
600	M/3 Plus 200	1110	M/3 Plus 2263.33	1620	M/3 Plus 4263.33		
610	M/3 Plus 220	1120	M/3 Plus 2293.33	1630	M/3 Plus 4303.33		
620	M/3 Plus 240	1130	M/3 Plus 2323.33	1640	M/3 Plus 4343.33		
630	M/3 Plus 260	1140	M/3 Plus 2353.33	1650	M/3 Plus 4383.33		
640	M/3 Plus 280	1150	M/3 Plus 2383.33	1660	M/3 Plus 4423.33		
650	M/3 Plus 300	1160	M/3 Plus 2423.33	1670	M/3 Plus 4463.33		
660	M/3 Plus 320	1170	M/3 Plus 2463.33	1680	M/3 Plus 4503.33		
670	M/3 Plus 343.33	1180	M/3 Plus 2503.33	1690	M/3 Plus 4543.33		
680	M/3 Plus 363.33	1190	M/3 Plus 2543.33	1700	M/3 Plus 4583.33		
690	M/3 Plus 383.33	1200	M/3 Plus 2583.33	1710	M/3 Plus 4623.33		
700	M/3 Plus 403.33	1210	M/3 Plus 2623.33	1720	M/3 Plus 4663.33		
710	M/3 Plus 423.33	1220	M/3 Plus 2663.33	1730	M/3 Plus 4703.33		
720	M/3 Plus 443.33	1230	M/3 Plus 2703.33	1740	M/3 Plus 4743.33		
730	M/3 Plus 463.33	1240	M/3 Plus 2743.33	1750	M/3 Plus 4783.33		
740	M/3 Plus 483.33	1250	M/3 Plus 2783.33	1760	M/3 Plus 4823.33		
750	M/3 Plus 503.33	1260	M/3 Plus 2823.33	1770	M/3 Plus 4863.33		
760	M/3 Plus 523.33	1270	M/3 Plus 2863.33	1780	M/3 Plus 4903.33		
770	M/3 Plus 543.33	1280	M/3 Plus 2903.33	1790	M/3 Plus 4943.33		
780	M/3 Plus 563.33	1290	M/3 Plus 2943.33	1800	M/3 Plus 4983.33		
790	M/3 Plus 583.33	1300	M/3 Plus 2983.33	1810	M/3 Plus 5023.33		
800	M/3 Plus 603.33	1310	M/3 Plus 3023.33	1820	M/3 Plus 5063.33		
810	M/3 Plus 623.33	1320	M/3 Plus 3063.33	1830	M/3 Plus 5103.33		
820	M/3 Plus 643.33	1330	M/3 Plus 3103.33	1840	M/3 Plus 5143.33		
830	M/3 Plus 663.33	1340	M/3 Plus 3143.33	1850	M/3 Plus 5183.33		
840	M/3 Plus 683.33	1350	M/3 Plus 3183.33	1860	M/3 Plus 5223.33		
850	M/3 Plus 703.33	1360	M/3 Plus 3223.33	1870	M/3 Plus 5263.33		
860	M/3 Plus 723.33	1370	M/3 Plus 3263.33	1880	M/3 Plus 5303.33		
870	M/3 Plus 743.33	1380	M/3 Plus 3303.33	1890	M/3 Plus 5343.33		
880	M/3 Plus 763.33	1390	M/3 Plus 3343.33	1900	M/3 Plus 5383.33		
890	M/3 Plus 783.33	1400	M/3 Plus 3383.33	1910	M/3 Plus 5423.33		
900	M/3 Plus 803.33	1410	M/3 Plus 3423.33	1920	M/3 Plus 5463.33		
910	M/3 Plus 823.33	1420	M/3 Plus 3463.33	1930	M/3 Plus 5503.33		
920	M/3 Plus 843.33	1430	M/3 Plus 3503.33	1940	M/3 Plus 5543.33		
930	M/3 Plus 863.33	1440	M/3 Plus 3543.33	1950	M/3 Plus 5583.33		
940	M/3 Plus 883.33	1450	M/3 Plus 3583.33	1960	M/3 Plus 5623.33		
950	M/3 Plus 903.33	1460	M/3 Plus 3623.33	1970	M/3 Plus 5663.33		
960	M/3 Plus 923.33	1470	M/3 Plus 3663.33	1980	M/3 Plus 5703.33		
970	M/3 Plus 943.33	1480	M/3 Plus 3703.33	1990	M/3 Plus 5743.33		
980	M/3 Plus 963.33	1490	M/3 Plus 3743.33	2000	M/3 Plus 5783.33		
990	M/3 Plus 983.33	1500	M/3 Plus 3783.33				
1000	M/3 Plus 1003.33	1510	M/3 Plus 3823.33				

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS ON THIS SIXTH DAY OF MARCH TWO THOUSAND SIX.

For and on behalf of
ASSOCIATED BATTERY MANUFACTURERS
(CEYLON) LIMITED.

A. DURAIRAJ,
Chief Executive Officer.

R. M. D. BANDARA,
GENERAL MANAGER

WITNESS :
DITTHA DE ALWIS,
Assistant Director General,
Employers Federation of Ceylon.

For and on behalf of
COMMERCIAL AND INDUSTRIAL WORKERS' UNION

LINUS JAYATHILAKA,
President.

W. S. P. SILVA,
President A.B. M. Branch.

L. S. Abeysekara,
Secretary A. B. M. Branch.

SCHEDULE 6

**ASSOCIATED BATTERY MANUFACTURES (CEYLON) LIMITED
COLLECTIVE AGREEMENT 2006**

ABM/ .../ PM

.....

Mr.

...

...

Dear Sir,

You will be reaching the retirement age of 55 years onand will retire from the services of this Company as per the Clause of the Collective Agreement 2006 from that day. As per the above Clause Company wish to offer you an employment on fixed term contract for a period of one year from.....and the contract will expire on

The terms and conditions of this contract will be as follows :

01. You will be paid Rs.....per month which is your last drawn salary as at
02. You will be entitled to payments under the production bonus scheme which is applied to our permanent factory employees.
03. Your leave, allowances and other benefits will be as per the Collective Agreement.
04. Your working hours will be those normally worked in the factory and subject to requirements you may be rostered for work on shifts. You will be paid a shift allowance, when required to work on shifts.
05. You are required to work overtime as and when required by the Company, payments for which will be made as per the Wages Board decisions pertaining to Engineering Trade.
06. You will be required to contribute 8% of your gross remuneration to the Employees Provident Fund and the Company will contribute 12% of the same. The Company will also contribute 3% of your remuneration towards the Employees Trust Fund.
07. Your employment will cease with effect from.....without any further notice.
08. You will not be entitled to Annual Increments or any other increases provided to our permanent employees under the Associated Battery Manufactures (Ceylon) Limited Employees Collective Agreement or otherwise.

If you are ready to accept this offer of temporary employment consequent to retirement, please sign the duplicate of this letter in the space provided and return same to us.

Yours faithfully,

ASSOCIATED BATTERY MANUFACTURERS (CEYLON) LIMITED.

.....

I,accept this offer of employment subject to the terms and conditions set out herein.

.....

Date :