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අංක 1536/24 – 2008 පෙබරවාරි 14 වැනි බ්‍රහස්පතින්දා – 2008.02.14

No. 1536/ 24 – THURSDAY, FEBRUARY 14, 2008

(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/05.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Memorandum of Settlement entered into between Indian Bank, No 57, Sir Baron Jayatilleke Mawatha, Colombo 01 of the one part and Ceylon Bank Employee's Union, No. 20, Temple Road, Colombo 10, of the other part on 6th December, 2007 is hereby published in terms of Section 12 (6) of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th January, 2008.

Collective Agreement No. 50 of 2007

MEMORANDUM OF AGREEMENT UNDER THE INDUSTRIAL DISPUTES ACT (1950) AS AMENDED
BETWEEN
INDIAN BANK, COLOMBO
AND
THE CEYLON BANK EMPLOYEES' UNION

THIS Memorandum of Agreement between Indian Bank, Colombo having its office at No. 57, Sir Baron Jayatilleka Mawatha, Colombo 1 (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union, a Trade Union duly registered and having its registered office at No. 20, Temple Road, Colombo 10, (hereinafter referred to as "the Union") entered into on this sixth day of December, Two Thousand and Seven, states as follows :

1. *Effect of Memorandum* –. It is agreed by and between parties that this Agreement shall constitute a Memorandum of Agreement under Section 12 of the Industrial Disputes Act, No. 43 of 1950 as amended.

2. *Employees Covered and Bound*–. The employees covered and bound by this Agreement shall be the category of employees known and referred to as Assistant Managers and Managers in the Bank and hereinafter sometimes referred to as the employees or an employee as required.

3. **Date of Operation and Duration**-. This Agreement is effective for the period commencing 1 st April 2006 and terminating on 31st March 2009. Either party is entitled to give notice in terms of the Industrial Disputes Act of one clear calendar month excluding the month in which the notice is given, but such notice shall not terminate the Agreement before the said date, i.e. 31st of March 2009. The Union however shall have the right to initiate negotiations for a revised Agreement at any time after 1st October 2008.

4. **Basic Salary**-. With effect from 1st April 2006 the salary scales applicable to Assistant Managers and Deputy Managers shall be -

Assistant Managers	Rs. 21,275/- - 23,690/- Rs. 345/- x 7	Rs.25930/- - 34,900/- Rs. 390/- x 23
Managers	Rs. 25,930/- - Rs. 28,180/- - 37,900/- Rs. 450/- x 5 + Rs. 540/- x 18	

5. **Cost of Living Allowance**-. The Bank shall pay a cost of living allowance to employees with effect from 01.04.2006 at Rupees Two and Cents Seventy Five (Rs. 2.75) per point increase in Colombo Consumers' Price Index beyond the base index figure of 2400.

6. **Immediate increase and Conversion to Salary Scales**-. Every employee in employment as at the date of this Agreement shall receive the following monetary benefits and salary increases.

- (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.
- (ii) Every employee in employment as at the date of this Agreement shall also receive a further 2.5% increase calculated on the gross salary as at 31st March 2006 with effect from the 1st April 2007, and thereafter placed on the appropriate point on the scale in the Clause (4) above at the corresponding Rupee point or if there is no such corresponding point, 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 2.5% increase calculated on the gross salary as at 31st March 2006 with effect from the 1st April 2008, and thereafter placed on the appropriate point on the scale set out in the Clause (4) above at the corresponding Rupee point or if there is no such corresponding point, on the next higher point of the said scale.

7. **Honorarium**-. For successful completion of each part of the Institute of Bankers Examination, Sri Lanka or London, an employee shall receive a sum of Rs. 7,750/-.

8. **Bonus**-.

- (i) (a) 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 three months basic salary or two months gross salary as drawn by such employee for the month of December whichever is higher in respect of one complete year of service meaning January to December.
- (b) In the event of an employee retiring from his services, bonus would be paid to him on a pro-rata basis.
- (ii) Gross salary for this purpose shall be the basic salary, cost of living allowance and the house rent allowance referred to at Clauses 4, 5 and 15 hereof.

9. **Provident Fund**-.

- (i) **RATES OF CONTRIBUTION**. - The rates of contribution to the Provident Fund by the Bank as from 1 st April 2006 shall be :-

Bank's contribution	-	12%
Employee's contribution	-	8%

For the purpose of Provident Fund the basic salary, cost of living allowance and the house rent allowance will be taken into account.

- (ii) **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 of 12 months' fixed deposits for a sum of

Rs. 100,000/= published in the National Savings Bank prevailing as at the 1st January each year, on the nett Provident Fund monies invested at the Bank.

- (iii) DEFICIENCY IN BANK'S CONTRIBUTION 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.

From 01.01.1971 to 31.12.1980 - 9% of gross salary (basic and cost of living allowance)

From 01.01.1981 to 31.12.1992 - 12% of gross salary (basic and cost of living allowance)

Prior to 31.12.1970 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.

10. **Terminal Benefits.-**

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

$$\frac{\text{Number of completed years' of Service}}{\frac{(\text{maximum 35 years}) + 5}{55}} \times \begin{matrix} \text{Monthly basic salary plus Cost of Living} \\ \text{Allowance payable for the month of retirement} \\ \text{plus house rent allowance} \end{matrix}$$

- (ii) COMMUTED PENSION.-

- (a) At the option of the employee at the time of retirement on or after the effective date 25% of the monthly pension × 20 will be paid to employees who are entitled to a pension who do not opt for a lump sum payments as provided for in the agreement and who opt for such commuted pension.
- (b) 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.

- (c) **RETIREMENT.-**

- (a) The age of retirement shall be 55 years and on reaching the age of 55 and 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 and be eligible for retirement benefits if he is not less than 50 years and has ten or more years of Confirmed service in the Officer Grade, subject to mutual agreement between the employee and the employer and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

- (iii) 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 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 10 (i) 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 both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an 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. The entitlement to a pension under this provision shall be forfeited in the event of the employee concerned accepting employment elsewhere and the bank shall have no obligation to make any further payment to him.

Before taking action to stop the payment of pension the Bank will give the Pensioner two calendar months notice to explain why the pension should not be withdrawn as a result of him obtaining employment elsewhere. The Bank's decision thereafter will be final.

11. **Lump Sum Gratuity in Lieu of Pension.** - An employee who is entitled to receive a pension in terms of 10 (i) above or 10 (ii) 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 :

Number of completed years' of Service		Monthly basic salary plus Cost of Living
(maximum 35 years) + 5	×	Allowance payable for the month of retirement
55		plus house rent allowance

The above payment shall constitute a settlement of 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 the Provident Fund to an employee not paid a pension in terms of Clause 10.

12. **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 month's gross salary for each year of completed service subject to a minimum of nine month's 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 it. The gross salary for this purpose shall be the last drawn basic salary plus the cost of living allowance plus the house rent allowance. Provided however, that in the event of death arising out of and in the course of employment the dependants 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.
13. **Gratuity on Resignation/ Termination Prior to Retirement.** - An employee resigning from employment prior to reaching the age of retirement or his services are terminated, he would be paid gratuity as per the Payment of Gratuity Act. No. 12 of 1983. House Rent Allowance will not form part of the salary for purpose of computing gratuity.
14. **Conveyance allowance.** - The Bank agrees to pay reimbursement of conveyance to employees covered and bound by this Agreement which payment shall be subject to the prevailing practice.

	<i>Assistant Mangers</i>	<i>Managers</i>
With effect from 01.04.2006	Rs. 3,869/- p.m.	Rs. 4836/-
With effect from 01.04.2007	Rs. 3,949/- p.m.	Rs. 4939/-
With effect from 01.04.2008	Rs. 4,030/- p.m.	Rs. 5038/-

15. **House Rent Allowance.** - Each employee covered by this Settlement shall receive 20% of his basic salary mentioned in clause (4) above by way of House Rent Allowance subject to a maximum of the following amounts during the period of the Agreement.

	<i>Assistant Mangers</i>	<i>Managers</i>
From 01.04.2006 - 31.03.2009	Rs. 4650/-	Rs. 4836/-

16. **Closing Allowance.** - The Bank shall pay Rs. 1,250/- as closing allowance to those officials connected with the annual closing work immediately after the close of the Bank's financial year.
17. **Officiating/Acting Allowance** .- A supervising official in the grade of Assistant Managers will be entitled for the payment of officiating/acting allowance at Rs. 1,000/- per mensem whenever he/she is called upon to perform duties of higher ranks/grades. However, special allowance, if any, drawn in the lower grade will not be payable to such officials during the officiating period.
18. **Out-of-pocket Allowance / Working on Holidays.** - It was agreed between the parties that Assistant Managers in the Bank if called upon to work on holidays will be paid Rs. 750/- if they work up to 4 hours and Rs. 125/- for every additional hour.
19. **Medical Benefits.** - The existing medical benefits available to the employees of the Bank would continue subject to the following:
- (a) All medical expenses should be supported by prescriptions by a qualified Medical practitioner and supported by bills and receipts for reimbursement.

- (b) SPECTACLES, DENTURES AND HEARING-AIDS.- The Bank will reimburse an employee on a non - cumulative basis up to a maximum of Rs. 5,500/= for each of the above referred items and the facility would be available once in three years. - In the case of spectacles, the expenditure on account of the spectacle frame shall not exceed Rs. 2,750/-. In any event all receipts submitted for reimbursement shall be supported by prescription from a Medical Eye Specialist.

20. **Leave.-**

(a) ANNUAL LEAVE

- (i) **ENTITLEMENT.-** In respect of each year of employment (which means the period January to December) during which and employee has been in continuous employment, he shall be entitled to take in the following year 30 calendar days paid leave, subject to the conditions in sub-clause (iii) hereof.

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

- (a) The full annual leave of 30 calendar days if his employment commenced on or after 1st January but before 1st April ;
(b) Leave of 21 calendar days if his employment commenced on or after 1 st April but before 1 st July ;
(c) Leave of 15 calendar days if his employment commenced on or after 1 st July but before 1 st October ; and
(d) Leave of 8 calendar days if his employment commenced on or after 1 st October.

(iii) **AVAILMENT.-**

- (a) 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.
(b) An employee shall avail himself of not less than 14 days of his annual leave in respect of each year subject to the eligibility of leave.
(c) An employee shall avail himself of at least 7 working days of the 21 days consecutively subject to the eligibility of leave.

(iv) **ACCUMULATION . -**

Annual leave may be accumulated up to a ceiling of 180 days by an employee exclusively for the following purposes:

- (a) Of 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 or on the occasion of death of a family member.
(c) For travel abroad for which purpose one month's prior notice shall be given.
(d) For marriage of the employee.
(e) Prolonged illness of the employee.
(f) For purposes of nursing 3rd and 4th children beyond the maternity leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the Management. Family member for purposes of (b) above shall mean spouse, children to parents.

- (v) An employee who has an accumulated leave of more than 180 days at present, shall bring it down to 180 days by availment of it, within a period of 3 years.

(b) **MEDICAL LEAVE.-**

- (i) **ENTITLEMENT .-** An employee shall be entitled to not less than thirty calendar (30) 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 on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year subject to the eligibility of leave.

- (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 from 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 precede or follow any period of annual leave. All casual leave 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.

21. *Suspension.* -

- (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 (basic salary plus cost of living allowance plus house rent allowance) from the date of suspension up to six months and full pay thereafter.
- (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 (basic salary plus cost of living allowance plus house rent allowance) during his/her 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.

22. **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 misconduct, 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 consider granting 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 and 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 (a) 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 reasons 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 object to the person concerned which decision shall be final) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defendant 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 inquiry. 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.
- (g) 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.
- (h) The Bank as hitherto shall appoint a member of the Supervisory Staff of the Branch of the same or higher grade (local-based or India-based Officer) than the accused, as Prosecuting Officer other than the Inquiry Officer to present the case of the Bank at a Domestic Inquiry. The Prosecuting Officer shall function as such and be entitled to present the Bank's case, examine the Bank's witnesses and cross-examine the accused employee and his witness/es.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry on 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

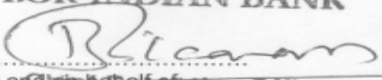
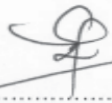
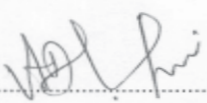
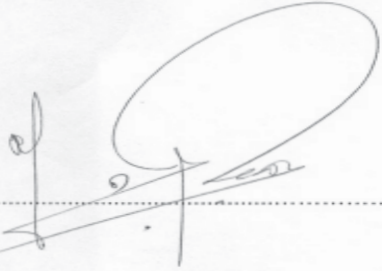
days after receipt of the employee's explanation shall not be material or relevant.

- (m) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank, the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which such Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/ or punishment.
- (n) 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 takes 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 salary for the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (o) 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.
- (p) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

24. **Trade Union Action.-**

- (a) MATTERS RELATED AND 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 related to any matter Covered by this Agreement.

IN WITNESS HEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS SIXTH DAY OF DECEMBER TWO THOUSAND AND SEVEN, AT COLOMBO.

<p>FOR INDIAN BANK</p>  <p>For and On behalf of: Indian Bank</p> <p>Name: T.S. Bhaskaran Designation: Chief Executive Officer</p>	 <p>For and On behalf of: Ceylon Bank Employees' Union</p> <p>Name: M.R. Shah Designation: President, Ceylon Bank Employees' Union.</p>
<p>WITNESSES:</p>	
<p>1. </p> <p>Name: A. Dhandapani Designation: Chief Manager, Indian Bank.</p>	<p>2. </p> <p>Name: K. Bandula Perera Designation: Branch President, CBEU, Indian Bank.</p>

My No.: CI/1776.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Haycarb PLC, No. 400, Deans Road, Colombo 10 of the one part and Ceylon Mercantile, Industrial and General Workers ' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 09th November, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th January, 2008.

Collective Agreement No. 49 of 2007

COLLECTIVE AGREEMENT

AGREEMENT entered into on this 09th day of November, Two Thousand and Seven between Haycarb PLC, a company duly registered in Sri Lanka under the companies' Ordinance and having its registered office at No.400 Deans Road, Colombo 10, (hereinafter referred to as the 'Employer') and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), a trade union duly registered in Sri Lanka under the Trade Unions Ordinance and having its registered office at No. 3, 22nd Lane, Colombo 3, (hereinafter referred to as the 'Union').

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

1. The terms of this Agreement shall apply to and cover and bind the Employer, the union and Members of the Union who as at the date of signing this Agreement are employed by the Employer on confirmed monthly contracts of employment in a manual category.
2. The provisions of this Agreement shall take effect from 1st January 2007 and shall continue to operate unless terminated by either party with one month's written notice to the other provided, however, that neither party shall give such notice prior to the 30th November 2008, and the Agreement shall not stand terminated until 31st December 2008.
3. It is hereby agreed that the salaries of the employees covered by this Agreement will be revised as follows :-
 - (a) Subject to the conditions stipulated below, the employer shall with effect from 1.1.2007, revise the salaries of employees by Rs. 1300/-, Provided that ;
 - i. In this regard the Union agrees that it will give consideration to the Rs. 1000/- salary increase already granted by the employer with effect from 1.1.2007 as well as to the Rs. 300/- included in the salaries of employees, covered and bound, with effect from 1.9.2007.
 - ii. By way of notional arrears for the period January to August 2007, it has been agreed by the employer to make payment of a lump sum of Rs. 2400/-. The Union and the employees covered and bound agree that this payment however will not attract any statutory benefits such as EPF, ETF etc.
 - (b) The employer agrees to revise the salaries of all employees covered and bound by Rs. 1500/- with effect from 1.1. 2008.

4. Shift Allowances :

The employer agrees to revise the shift allowances as follows :-

Second Shift	-	Allowance of Rs. 35/-
Third Shift	-	Allowance of Rs. 60/-

5. The employer, union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement attempt to or seek to vary in any manner any of the terms and conditions agreed upon herein and shall not resort to any form of trade union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

6. Parties also agree that they would settle any dispute that may arise in regard to issues not covered by this agreement in the following manner;
- (a) The branch committee of the Union will initially raise such dispute with the management and the parties shall endeavour to have such dispute resolved through discussions.
 - (b) In the event of no resolution of the matter in dispute the branch committee of the Union will refer the dispute to the Union and the Union will raise it with the management direct or with The Employers' Federation of Ceylon for resolution through discussions.
 - (c) In the event of no satisfactory resolution of the dispute after discussions in terms of (b) above, the union or the Company may seek the intervention of the Department of Labour under the provisions of the Industrial Disputes Act for conciliation.
 - (d) Subject to clause 5 hereof, the Union and the employees agree that they shall not resort to any form of trade union action without having complied with the procedure set out above for the settlement of an industrial dispute and in the event of any trade union action the Company shall be given reasonable notice of such action.

IN WITNESS WHEREOF PARTIES HAVE SET THEIR HANDS ON THIS NINTH DAY OF NOVEMBER TWO THOUSAND AND SEVEN, IN COLOMBO.

<p><i>R. P. Peris</i> For and on behalf of Haycarb PLC</p> <p>Name: <u>R. P. PERIS</u> Designation: <u>DIRECTOR (LP JAYASINGHE)</u></p> <p>Witnesses: 1. Name: <u>K. Weerasinghe</u> Designation: <u>Deputy Director-General EFC.</u></p>	<p><i>Bala Jayaraj</i> For and behalf of The Ceylon Mercantile, Industrial & General Workers' Union (CMU)</p> <p>Name: <u>Bala Jayaraj</u> Designation: <u>General Secretary S. A. H. Christy</u></p> <p>2. Name: <u>S. A. H. Christy</u> Designation: <u>Union Branch President Haycarb</u></p>
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02 - 786

My No.: CI/139.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Singer (Sri Lanka) Limited, No. 320, Dr. Colvin R de Sliva Mawatha, Colombo 02 of the one part and Inter Company Employees Union, No. 158/ 18, E.D. Dabare Mawatha, Colombo 05 of the other part on 09th November, 2007 is hereby published in terms of section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
 Commissioner-General of Labour.

Department of Labour,
 Labour Secretariat,
 Colombo 05.
 25th January, 2008.

Collective Agreement No. 52 of 2007

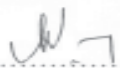
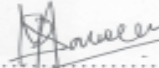

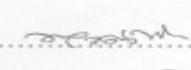


Agreement

THIS Agreement is entered in to between Singer (Sri Lanka) Ltd. a Company duly registered in Sri Lanka having its registered office at 320, Dr. Colvin R de Sliva Mawatha, Colombo 02 (hereinafter referred to as "the Employer") and the Inter Company Employees Union a Trade Union duly registered in Sri Lanka having its registered office at No. 158/ 18, E.D. Dabare Mawatha, Colombo 05 (hereinafter referred to as "the Union").

WHEREAS the Union its letter dated 28th September 2007 made requests for revision of terms and conditions of its members employed in the Manual category at the Piliyandala Factory Complex of the Employer and the parties after negotiations have agreed on the following terms of settlement in respect of the matters set out in the said letter of the union.

- (i) This Agreement shall cover and bind the Employer, the Union and its members employed in manual categories on monthly contracts of employment by the Employer in the Piliyandala Factory Complex.
- (ii) Further to the productivity norms agreed by the Employer and the branch union in terms of the productivity agreement signed between the said Employer and the branch Union, the Employer agrees to revise the salaries of the Employees covered and bound by this agreement during the tenure of the agreement on the following basis :
 - (a) With effect from 1st November 2007 - Rs. 1,500/ =
 - (b) With effect from 1st November 2008 - Rs. 500/ =
- (iii) The Union and the employees hereby agree that they shall not resort to any form of trade union action in respect of the matters covered by this agreement. Provided however that in the case of any industrial dispute with regard to matters not covered by the agreement the Employer and the union agree to the following disputes settlement procedure.
 - (a) Whenever there is a dispute, a written statement of the dispute should be forwarded by the Union's branch committee to the Employer and at least two weeks time given for the Employer to resolve the dispute.
 - (b) If no satisfactory solution is found, the matter should be referred to the parent union and to the Employers' Federation of Ceylon (EFC), for the purpose of attempting to resolve the dispute.
 - (c) If after discussion the matter cannot be resolved by the intervention of the EFC and the parent union, the conciliatory proceedings under the Industrial Dispute act should be followed.
 - (d) If after conciliation had failed in the labour Department, the union wishes to take trade union action, written notice should be given of not less than 14 days to the Employer and to the EFC.
- (iv) This agreement shall take effect from 1st November 2007 and may be terminated by either party with one month's written notice to the other provided however, that neither party shall give such notice before 30th September 2009 and agreement shall not stand terminated until 31st October 2009.
- (v) The Employer agrees to reimburse up to a maximum of Rs. 10,500/= per annum, per employee in respect of out -door medical expenses. In respect of all other matters pertaining to medical benefits, the present medical scheme will be applicable.

IN WITNESS WHEREOF PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS NINTH DAY OF NOVEMBER TWO THOUSAND AND SEVEN.

 For and on Behalf of SINGER (SRI LANKA) LTD	 For and on Behalf of INTER COMPNAY EMPLOYEES UNION
Name <u>ANANDA PERERA</u>	Name <u>P. Hettiarachchi</u>
Designation <u>FACTORY DIRECTOR</u>	Designation <u>A.S.</u>
Witnesses:	<u>Asstn Secretary.</u>
1. 	2. 
Name <u>K. Weerasinghe</u>	Name <u>Asoka Pieris</u>
Designation <u>Depy. Dir. Genl</u> <u>etc.</u>	Designation <u>Branch Secretary</u>
 SINGER (SRI LANKA) LTD. MAHESH WIJEWARDENE Commercial Director	 SINGER (SRI LANKA) LTD Asoka Pieris Finance Director

02-787

My No.: CI/353.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Keells Food Products PLC, No. 130, Glennie Street, Colombo 02. of the one part and Ceylon Mercantile, Industrial and General Workers Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 28th November, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th January 2008.

Collective Agreement No. 51 of 2007

COLLECTIVE AGREEMENT

AGREEMENT entered into on this 28th day of November, Two Thousand and Seven between Keells Food Products PLC a duly registered Company in Sri Lanka having its registered office at No. 130 Glennie Street, Colombo 2, (hereinafter referred to as the '**Employer**') and the **Ceylon Mercantile, Industrial and General Workers' Union (CMU)**, a duly registered Trade Union in Sri Lanka and having its registered office at No. 3, 22nd Lane, Colombo 3, (hereinafter referred to as the '**Union**').

Whereas the Union and the Employer after a series of discussions with regard to revision of the terms and conditions of employment have agreed on the following Agreement:

1. The terms of this Agreement shall cover and bind the Employer, the union and Members of the Union employed in a manual capacity in the factory. Provided however, Clause 3-10 will only be applicable to those members of the Union employed in a manual capacity in the factory of the Employer on permanent monthly contracts of employment (hereinafter referred to as the "Employees").

2. The Agreement shall take effect from 01.11.2007 and shall remain in force unless otherwise terminated by one party with one month's written notice to the other provided, however, that neither party shall give such notice of termination prior to 30th September 2009, and the termination shall not take effect until 31st October 2009.

3. The Employer agrees to revise the salaries of Employees covered and bound by this Agreement during the period of the Agreement as follows : -

- I. With effect from 01.11.2007 a sum equal to 8% of the basic salary paid to an employee as at October 2007 shall be added to the salary of such employee.

After granting the revision referred to in above, the following amounts shall be added to the salaries of the employees depending on each employee's period of service.

0 to 5 years (as at 01. 11. 2007,	-	rupee value of one increment
6 to 10 years	-	rupee value of 2 increments
11 to 15 years	-	rupee value of 3 increments
16 to 20 years	-	rupee value of 4 increments
Over 20 years	-	rupee value of 5 increments

The increments for this purpose shall be based on the present salary scales applicable to employees.

- II. With effect from 01.11.2008 a sum equal to 7% of the basic salary paid to an employee as at October 2008 shall be added to the salary of such employee

4. With effect from 01.1.2008 the salaries of employees will be revised by the addition to thereof a sum equal to the increase in the Colombo Consumer Price Index figure during the period January 2007 to December 2007 multiplied by Rs. 2/-, up to a maximum of 200 points.

5. During the period of this Agreement, at the completion of each twelve month period after 1/1/2008, the employer shall revise the individual salaries of each employee at such time in the same manner set out at Clause (4) above.

6. The employer will continue as before to pay the Non-Recurring Cost of Living Gratuity to the Employees in respect of each 12 month period, 1 st January to 31 st December and which period shall be known as the qualifying year. The base index figure on which the NRCLG will be calculated for the 12 month period 1st January 2007 to 31 st December 2007 i.e the point at which salaries have been consolidated shall be 3126. The base index figure for the payment of the Non Recurring Cost of Living Gratuity each year will vary in relation to the number of points of the Colombo Consumers' Price Index multiplied by Rs. 2/- added to the employees salary each year in terms of Clauses 4 and 5 hereof.

7. (i) Shift allowance payable to employees will be revised as follows :

	2007/8	2008/9
First Shift	Rs. 95/-	100/-
Second Shift	Rs. 90/-	95/-
Third Shift	Rs. 90/-	95/-

- (ii) The Workers on the general shift will be paid a daily attendance bonus of Rs. 25/- per day with effect from 1.11.2007.

- (iii) In terms of the above, all workers of the factory (except the Krest Section) will be eligible for either the shift allowance or the daily attendance bonus.

- (iv) Furthermore, the Cold Room Allowance will be revised to Rs. 35/- in respect of employees who are engaged to work in the cold rooms.

8. Drivers/ Cleaners Batta :

Travelling outside over 3 hours leaving between 11.00 a.m. and 12.30 p.m. and returning after 2.00 p.m.

Rs. 40/-

Eg. Leaving at 11.00 a.m. and returning 2.00 p.m. Colombo/Negombo over 4 hours' trip Colombo/Negombo over 4 hours' trip

Rs. 72/-

Kandy, Bentota over 8 hours

Rs. 100/-

Less than 8 hours will be entitled to

Rs. 65/-

Avissawella

Rs. 65/-

Anuradhapura

Rs. 125/-

1 st day

2nd day

Rs. 125/-

Matara	One day trip	Rs. 180/-
	Two day trip	Rs. 250/-
	Three day trip	Rs. 350/-
Bandarawela	Two day trip	Rs. 250/-

9. In respect of employees working in the Krest Section the production related attendance bonus will be revised in the following manner, subject to the production norms already agreed by parties :-

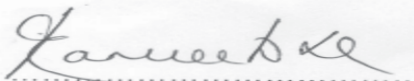
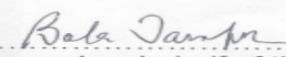

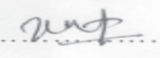

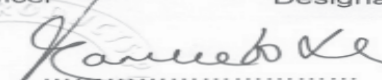
The payment rate will be revised to Rs. 60.50 cents per day with effect from 1.11.2007.

The payment rate will be further revised to Rs. 63.50 cents per day with effect from 1.11.2008

The present rates of payment in respect of the production levels will remain unchanged.

10. In view of the wage revision set out above, the Union and the Employees covered and bound by this Agreement will endeavour to maintain an average production level of 9000 kgs of processed meat per day, under the present working conditions, location, number of employees and machinery. It has been agreed by management that in the event of absenteeism affecting the present manning levels, the management will take steps to provide necessary absenteeism cover through the 'pool' of 'casual employees'.
11. (a) The management will have a pool of persons, whose names have been set out in schedule 1 hereof, eligible for employment on a 'casual basis' in circumstances mentioned hereunder ;
- I To meet seasonal production requirements and/or additional orders ;
- II To meet requirements of workers due to absenteeism ;
- (b) Priority in employment on a 'casual basis' will be given by the Management to workers in the pool in the order of dates of first employment. The workers so employed will not be discontinued from the pool by the Management without valid reason.
- (c) Six (6) months' casual employment would not entitle a person to be absorbed into the permanent cadre. However, the Union reserves to itself the right to request that persons who may have worked for a period of six months or more to perform regular work of the Company to be taken into the 'permanent employment'.
- (d) The rate payable for work on 'casual' basis shall be Rs. 275/- per day, inclusive of the budgetary relief allowance (BRAWA)
12. It is also hereby agreed between the parties that the provisions of the Agreement dated 14.11.2000 and the Provisions of the Memorandum of Settlement entered into between the parties before the Commissioner-General of Labour under section 12(1) of the Industrial Disputes Act on 8.11.2001 relating to work arrangements, allowances, batta rates (subject to mutually agreed amendments) and the Dispute Settlement Procedure will remain in force during the period of this Agreement, subject to any revision as set out in this Agreement.
13. During the continuance of this Agreement neither party will attempt to vary, alter or add to any of the terms and conditions or benefits currently applicable to the employees other than by mutual agreement and the union shall not resort to any form of trade union action on such matters.

IN WITNESS HEREOF PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS TWENTY EIGHT DAY OF NOVEMBER 2007.

<p> For and on behalf of Keells Food Products PLC</p> <p>Name: Manilal de Silva Designation: Director</p>	<p> For and on behalf of the Ceylon Mercantile, Industrial & General Workers Union (CMU).</p> <p>Name: Bala Tampoe Designation: General Secretary</p>
<p>Witnesses:</p>	
<p>1  Name: Asitha Samaraweera Designation: Chief Executive Officer</p>	<p>2  Name: L.V. Fernando Designation: Branch President</p>
<p> For and on behalf of Keells Food Products PLC</p> <p>Name : Jit Gunaratne Designation : Director</p>	<p> For and on behalf of Keells Food Products PLC</p> <p>Name: Manilal de Silva Designation: Director</p>

SCHEDULE 1

CASUAL WORKERS AS AT 1st NOVEMBER 2007					
S/N	CA NO	SECTION	D O BIRTH	NAME	DOE
1	T 797	Keells	4-Mar-1982	T N NANDASENA	12/6/2004
2	T 811	Keells	28-Nov-1981	M P C P N KUMARA	12/18/2004
3	T 888	Keells	19-Feb-1982	A S FERNANDO	4/6/2005
4	T 889	Keells	18-Nov-1982	S R N ROSA	4/9/2005
5	T 896	Keells	9-Oct-1985	W T P S BANDULA	4/19/2005
6	T 897	Keells	30-Jul-1984	H W KUMARA	4/21/2005
7	T 923	Krest	2-Jan-1978	K G G I PREMADASA	6/15/2005
8	T 929	Keells	22-Jan-1984	D M S P KUMARA	10/12/2005
9	T 946	Krest	23-Jan-1987	B L D C PEIRIS	12/12/2005
10	T 954	Keells	9-Oct-1984	D N PODIRATHNE	12/17/2005
11	T 992	Keells	15-Apr-1961	N A A LAL	3/29/2006
12	T 996	Keells	5-Oct-1986	N A G P KUMARA	4/19/2006
13	T 999	Krest	12-Dec-1987	S K V KUMARA	4/25/2006
14	T 1009	Keells	2-Jan-1963	S A UPALI	5/25/2006
15	T 1012	Q/C	7-Jul-1989	W W I K FERNANDO	6/1/2006
16	T 1013	Keells	21-Nov-1989	E A S S EDIRISINGHE	6/13/2006
17	T 1018	Keells	14-May-1988	P W JAYALAL	6/19/2006
18	T 1022	Keells	19-Jan-1990	H M R K HERATH	9/4/2006
19	T 1028	Keells	13-Nov-1989	D P KUMARA	9/21/2006
20	T 1048	Keells	18-Dec-1974	B U UBESSEKARA	12/27/2006
21	T 1058	Keells	4-Jul-1976	H W U N KUMARA	2/15/2007
22	T 1070	Keells	5-Jul-1976	K K MADUSANKA	6/6/2007
23	T 1071	Keells	6-Jul-1976	K P D M PERERA	6/7/2007
24	T 1075	Keells	7-Jul-1976	W J S PERERA	7/21/2007
25	T 1076	Keells	8-Jul-1976	P G S S KUMARA	8/1/2007
26	T 1081	Finance	6-Oct-1988	K W M N MIHIRAN	9/27/2007
27	T 1084	Keells	10-Jul-1976	K D S KUMARA	10/5/2007
28	T 1085	Keells	11-Jul-1976	A M U G A S ATHTHANAYAKE	10/31/2007
29	T 1086	Keells	12-Jul-1976	K P U S J KUMARANAYAKE	10/31/2007
30	T 1087	Keells	13-Jul-1976	H G G S EKANAYAKE	10/31/2007

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