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අති විශේෂ EXTRAORDINARY

අංක 1672/6 – 2010 සැප්තැම්බර් 20 වැනි සඳුදා – 2010.09.20

No. 1672/6 – MONDAY, SEPTEMBER 20, 2010

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: IR/13/19/2008.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Order under Section 4(1)

WHEREAS AN industrial dispute in respect of the matter specified in the statement of the Commissioner of Labour which accompanies this order exists between,

Mr. N. Abeynayake, No. 04, 5th Cross Road, Weragampita, Matara.

AND

Sri Lanka Transport Board, No. 200, Kirula Road, Colombo 05.

NOW THEREFORE I, Gamini Lokuge, Minister of Labour Relations and Productivity Promotion, do by virtue of the powers vested in me by Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition), as amended by Acts Nos. 14 of 1957, 62 of 1957, 4 of 1962 and 39 of 1968 (read with Industrial disputes-Special Provisions) Act, No. 37 of 1968 hereby appoint Mr. K. M. Sarathchandra, Mapalangedara, Divulapitiya to be the arbitrator and refer the aforesaid dispute to him for settlement by arbitration.

GAMINI LOKUGE,
Minister of Labour Relations and Productivity Promotion.

13th September, 2010.
Colombo.

My No.: IR/13/19/2008.

**THE INDUSTRIAL DISPUTES ACT, CHAPTER 131 OF THE LEGISLATIVE ENACTMENTS OF CEYLON
(1956 REVISED EDITION)**

Mr. N. Abeynayake, No. 04, 5th Cross Road, Weragampita, Matara.

AND

Sri Lanka Transport Board, No. 200, Kirula Road, Colombo 05.

STATEMENT OF MATTER IN DISPUTE**The matter in dispute between the aforesaid parties is**

Whether the withholding of the monthly allowance of rupees four hundred (Rs. 400/-) from the month of September 2004 that had been paid in terms of the Finance Division Circular No. 09 of 1982 to Mr. N. Abeynayake Grade II Officer who was appointed as from 15th March, 2002 to cover the duties in the post of General Manager, South Regional Transport Board which is governed under the Sri Lanka Transport Board and the recovery of the said allowance paid to him until then from his salary is justified and if not justified, to what relief he is entitled.

W. J. L. U. WIJAYAWEERA,
Commissioner of Labour.

Dated at the office of the Commissioner of Labour,
Colombo, this 06th day of August 2010.

10 - 240

My No.: 1379.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between National Savings Bank, No. 255, Galle Road, Colombo 03 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 10th November, 2009, for the Period from 01st January 2009 to 31st December 2011 and the Addendum to the Collective Agreement entered into on 01st July 2010 for the said period is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.

Collective Agreement No. 52 of 2010**COLLECTIVE AGREEMENT****BETWEEN**

NATIONAL SAVINGS BANK, No. 255, GALLE ROAD, COLOMBO 3
OF THE ONE PART

AND

CEYLON BANK EMPLOYEES' UNION No. 20,
TEMPLE ROAD, COLOMBO 10 OF THE OTHER PART

THIS COLLECTIVE AGREEMENT is made on this 10th day of November 2009 by and between the NATIONAL SAVINGS BANK of the ONE PART (hereinafter referred to as "the Bank") and the CEYLON BANK EMPLOYEES' UNION, of the OTHER PART (hereinafter referred to as "the Union"). The National Savings Bank and the Ceylon Bank Employees' Union agree to the following:

Title.— This Agreement will be known and referred to as “**NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT with the CEYLON BANK EMPLOYEES’ UNION for the period First January Two Thousand Nine to Thirty First December Two Thousand Eleven (01.01.2009 – 31.12.2011).**”.

1. **Employers to be Covered and Bound.**— This Agreement shall cover and bind the National Savings Bank, which is a party to this Agreement.

2. **Employees to be Covered and Bound.**— This Agreement shall cover and bind members of the Ceylon Bank Employees’ Union in Employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the **Annex I** hereto.

3. **Date of operation and Duration.**— This Agreement shall come into force on First January Two Thousand Nine (1st January 2009) and thereafter continues to be in force, unless it is determined by either party giving six months notice in writing to the other party provided, however, that no party shall give such notice to the other party before the 1st day of July 2011 and such notice shall not expire before the 31st day of December 2011.

4. **Matters Covered and Variation of Terms and Conditions of Employment and Benefits.**— (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the **Union** and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the **Union** agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non-salary benefits which shall be discussed by the Management of the Bank with the respective Unions and reach finality, on or before 28th February 2010 after and agreement has been arrived at, as regards non-salary benefits the terms and conditions of same shall be annexed to this Agreement, which shall form an integral part thereof.

(b) The **Union** and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.**— As from 01.01.2009 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following components:

- (i) Fixed component linked to “Basic Salary” and related allowances.
- (ii) Variable component linked to performance.

Fixed Component.— The fixed component comprises the following items:-

- (i) Revised Basic salary as set out in the **Annex 1** hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (F) against in the **Annex 1** will be entitled to increments continuously notwithstanding the maximum point given in the salary scales).

- (ii) *Allowances*

(a) In addition to the basic salary the following allowances will be paid, effective from 01.01.2009.

- (i) Cost of Living Allowance as per item (b) below.
- (ii) Rent Allowance as per (c) below.
- (iii) 10% of the Basic Salary, Rent Allowance and Cost of Living Allowance.

(b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December 1999 at the index point of 2404.9 commencing January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December, 1999 only will be computed at Rs. 3/-. If the index point drops below the December level i.e. 2404.9, the computation should be at the rate of Rs. 2.75 per point.

(c) The Rent Allowance will be 20% of the Basic Salary.

Variable Component.— Basis of determination of variable component will be determined in the course of time.

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

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 20.09.2010

7. **Conversion of the Basic Salary.**-(a) The basic salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

e.g. An employee who had been on the 5th step of the scale as at 31.12.2008 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2009.

(b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.

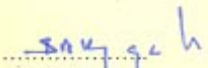
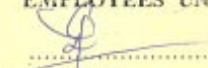




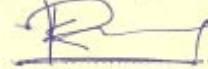
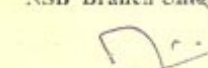
8. The Union further agrees to assist and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.

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

10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favourable than the terms and conditions provided for in the agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment and such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

11. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

For and on behalf of the

NATIONAL SAVINGS BANK	CEYLON BANK EMPLOYEES' UNION
 S R Attiyagalle Chairman	 M R Shah President
 H M Hennayake Bandara Addl. General Manager	 U W S Jayalath Snr. Vice President
WITNESS TO THE ABOVE SIGNATORIES	
 T M K Bandara Dy. General Manager (Human Resources Deptt)	 W A L Wickramasinghe Secretary NSB Branch Union
 K Raveendran Dy. General Manager (Audit)	 A R Yasapala Snr. Vice President NSB Branch Union

Annex I

Revised Salary Scales effective from 01.01.2009

<i>Grade</i>	<i>Present Salary Scale 2006</i>	<i>Revised Salary Scale 2009</i>
Grade I	33,870 – 49,950 <hr/> 1,340 × 12	42,365 – 61,205 <hr/> 1,570 × 12
Grade II	26,645 – 44,245 <hr/> 880 × 20	33,055 – 53,355 <hr/> 1,015 × 20
Grade III – I	21,970 – 37,370 <hr/> 770 × 20	27,680 – 45,480 <hr/> 890 × 20
Grade III – II	18,105 – 29,705 <hr/> 580 × 20	22,720 – 35,920 <hr/> 660 × 20
Con. Secretary – Class II		
Grade III – III Supervisor	14,070 – 22,270 <hr/> 410 × 20	17,840 – 27,140 <hr/> 465 × 20
Con. Secretary – Class I (F)		
Steno – Grade IV (F)	12,730 – 19,430 <hr/> 335 × 20	16,525 – 23,925 <hr/> 370 × 20
Grade IV Supervisor (F)	12,455 – 19,055 <hr/> 330 × 20	16,025 – 23,525 <hr/> 375 × 20
Stenographer III		
Stenographer II	10,880 – 15,080 <hr/> 210 × 20	13,980 – 18,680 <hr/> 235 × 20
Stenographer I	10,145 – 13,245 <hr/> 155 × 20	13,165 – 16,665 <hr/> 175 × 20
Banking Assistant – III (F)	11,395 – 15,995 <hr/> 230 × 20	14,555 – 19,755 <hr/> 260 × 20
Banking Assistant – II	10,435 – 14,635 <hr/> 210 × 20	13,485 – 18,185 <hr/> 235 × 20
Banking Assistant – I	9,775 – 12,875 <hr/> 155 × 20	12,750 – 16,250 <hr/> 175 × 20
Sk. L. III/SG. III/Dri. III (F)	9,940 – 13,740 <hr/> 190 × 20	12,675 – 16,875 <hr/> 210 × 20
Sk. L. II/SG. II/Dri. II/Peon III	9,440 – 12,540 <hr/> 155 × 20	12,120 – 15,620 <hr/> 175 × 20
Sk. L. I/SG. I/Dri. I/Peon II	8,940 – 11,740 <hr/> 140 × 20	11,570 – 14,670 <hr/> 155 × 20
Peon I	8,400 – 10,400 <hr/> 100 × 20	10,970 – 13,270 <hr/> 115 × 20

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN

THE NATIONAL SAVINGS BANK, NO. 255, GALLE ROAD, COLOMBO 3
hereinafter referred to as the 'Bank' on the one part

AND

THE CEYLON BANK EMPLOYEES' UNION, NO. 20, TEMPLE ROAD, COLOMBO 10
hereinafter referred to as the 'Union' on the other part

THIS AGREEMENT is made and entered into at Colombo on this 01st day of July 2010 by and between the National Savings Bank and the Ceylon Bank Employees' Union.

WHEREAS the Bank and the Union have entered into a Collective Agreement dated 10.11.2009 for the period from 01.01.2009 to 31.12.2011 (hereinafter referred to as the "Collective Agreement").

AND WHEREAS by the said Collective Agreement, the parties hereto have agreed to finalise the terms and conditions concerning non-salary benefits and other allowances of the employees of the Bank covered by the said Collective Agreement.

AND WHEREAS the said parties hereto hereby agree to the non-salary benefits and the other allowances and medical assistance which are included in this addendum in the First and Second Schedules hereto respectively, which form an integral part of the said Collective Agreement.

THE FIRST SCHEDULE REFERRED TO ABOVE

Non-Salary Benefits

1. The following allowances shall come into effect from 01st January 2009 in the case of categories of employees specified under each of the following sub categories.

- 1.1 COUNTER SERVICE INCENTIVE
(Formerly Cashiers' and Cashier cum Clerks' Risk Allowance)

Cashiers, Cashier cum Clerks and Cashier (Pawning) who are called upon to bear the cash risk shall be paid an allowance at Rs. 75/- per day on which such work is performed.

- 1.2 VDU OPERATORS' ALLOWANCE

- 1.2.1 The Bank shall pay an allowance of Rs. 30/- per day upto a maximum of Rs. 600/- per month, only to employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and who work on full time basis at a VDU. The Union shall have the right to make representation to the Bank on the question whether the main or primary function of the employee is the operation of a VDU. The Bank shall continue to pay the said allowance at present rate until a final decision is taken within six months on continuity of the said allowance.

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

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

- 1.3 'B' CLASS SIGNING POWERS

The Bank shall pay an allowance of Rs. 75/- per day for officers who exercise temporary 'B' Class Signing Powers.

- 1.4 'A' CLASS SIGNING POWERS

The Bank shall pay an allowance of Rs. 100/- per day for officers who exercise temporary 'A' Class Signing Powers.

- 1.5 DIFFICULT AREA ALLOWANCE

The Bank shall pay a Difficult Area Allowance to employees who are working in branches which have been recognized by the Management as Difficult Areas as follows:

<i>Grade</i>	<i>Difficult Area Allowance</i>
Gr. IV and above	Rs. 1,500.00
Gr. V & VI	Rs. 1,250.00
Gr. VII (Minor Employees)	Rs. 1,100.00

1.6 SPECIAL ALLOWANCE FOR NORTH AND EAST (WAR ALLOWANCE)

Employees attached to the branches situated in the Northern Province and Eastern Province irrespective of their grades shall be paid an allowance of Rs. 2,000/- per month until conditions return to normal. This allowance shall be extended to the staff attached to branches in the peripheral areas as per Public Administration Circular No. 29/95 and its addenda. In addition to the said allowance, Rs. 1,000/- per month shall be paid to the staff attached to the branches adversely affected by war in the Northern and Eastern Provinces. The payment of this allowance is to be continued at present rate until a final decision is taken within six months on continuity of this allowance.

1.7 ALLOWANCE TO FIELD OFFICERS

The Bank shall pay an allowance of Rs. 1,500/- per month to officers who are considered by the Management as Field Officers irrespective of the grade to which they belong.

1.8 OUT OF POCKET ALLOWANCE

Officers in Grade IV and above who are called upon to work on week days after normal office hours or on holidays shall be paid the following hourly rates subject to the condition that to become entitled for the said allowance on a weekday, the officer should work at least 1 hour after normal office hours subject to a maximum of 2 hours and on holidays a minimum of 4 hours subject to a maximum of 8 hours.

<i>Grade</i>	<i>Amount (Per hour)</i>
Gr. I and above	Rs. 390.00
Gr. II	Rs. 355.00
Gr. III – I	Rs. 325.00
Gr. III – II	Rs. 280.00
Gr. III – III	Rs. 240.00
Gr. IV	Rs. 215.00
Management Trainees	Rs. 150.00

The hourly rate paid for working on week - ends and statutory holidays subject to a minimum of 4 hours and maximum of 8 hours shall be one and half (1 1/2) of the above rate. (Officers who work on week - days after office hours are not entitled to the additional payment of half of the above rate).

1.9 ACTING ALLOWANCE

An officer acting in a higher grade shall be paid an Acting allowance of a sum equivalent to one half of the difference between the initial of the salary scale of the Acting Grade and the present Grade, Provided he has acted for more than 30 days at a stretch, subject to existing regulations.

1.10 KEY HOLDING ALLOWANCE

Officers who hold the responsibility of "A" and "B" safe keys (cash and pawning safe) shall be paid Rs. 10/- per day upto a maximum of Rs. 200/- per month.

1.11 ANNUAL INCREMENT ON RETIREMENT

It is agreed to grant the increment proportionately computed on the basis of months completed by and employee during his/her incremental year in the case of those who are retiring prior to the date of their annual increment.

THE SECOND SCHEDULE REFERRED TO ABOVE

Medical Assistance Scheme

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

The revised reimbursement rates shall be effective from 01.01.2009.

- a) Once and for all facility of Rs. 750,000/- for special treatment such as surgery in respect of brain, kidney or heart to be done locally and abroad. This facility shall be extended to include a member of the family (spouse and children) so that the total claimed either by the staff member or any other member of the family or both does not exceed Rs. 750,000/-.
- b) A maximum of Rs. 50,000/- per annum for continued medication for critical illnesses i.e. Heart Surgery, Kidney, Liver, Lung, Brain Surgery or any other major surgery.
- c)

Routine Medical Expenses	Rs. 18,000.00
Specialist Charges	Rs. 30,000.00
Eye Care	Rs. 12,750.00
Dental Care	Rs. 11,250.00
Hospital Charges	Rs. 127,500.00


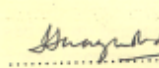
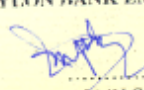
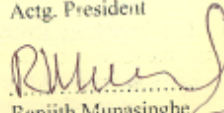
The accumulation of Hospital Charges shall be confined to two years.

- d) Maternity in Government Hospitals

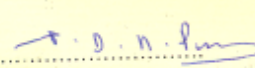
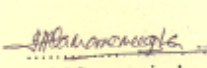
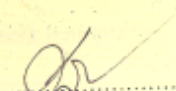
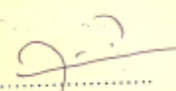
The following payments shall be made subject to the limits of claim indicated against, for the first three children.

Normal / Forceps Delivery	Rs. 9,750/-
Caesarean Delivery	Rs. 18,000/-

For and on behalf of the

<p>NATIONAL SAVINGS BANK</p> <p> P Kariyawasam Chairman</p> <p> H M Hennayake Bandara General Manager/CEO</p>	<p>CEYLON BANK EMPLOYEES' UNION</p> <p> U W Sunil Jayalath Actg. President</p> <p> Ranjith Munasinghe Actg. General Secretary</p>
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WITNESS TO THE ABOVE SIGNATORIES

<p> S D N Perera Snr. Dy. General Manager</p> <p> T M Samarasinghe Dy General Manager (Legal)</p>	<p> W A L Wickremasinghe President - NSB Branch</p> <p> A R Yasapala Snr. Vice President NSB Branch</p>
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My No.: 1379.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the National Savings Bank, No. 255, Galle Road, Colombo 03 of the one part and Trade Union Front of National Savings Bank (Jathika Sevaka Sangamaya, No. 416, Kotte Road, Pitakotte and Sri Lanka Nidahas Sevaka Sangamaya, No. 301, T. B. Jayah Mawatha, Colombo 10) of the other part on 10th November 2009 for the Period from 01st January, 2009 to 31st December 2011 and the Addendum to the Collective Agreement entered into on 01st July 2010 for the said period is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.

Collective Agreement No. 53 of 2010

COLLECTIVE AGREEMENT

BETWEEN

NATIONAL SAVINGS BANK, NO. 255, GALLE ROAD, COLOMBO 3 OF THE ONE PART

AND

TRADE UNION FRONT OF NATIONAL SAVINGS BANK
(JATHIKA SEVAKA SANGAMAYA AND SRI LANKA INDEPENDENT BANK EMPLOYEES UNION) OF THE OTHER PART

This Collective Agreement is made on this 10th day of November 2009 by and between the National Savings Bank of the One Part (hereinafter referred to as “the Bank”) and the Trade Union Front of National Savings Bank of the Other Part (hereinafter referred to as “the Union”). The National Savings Bank and the Trade Union Front of National Savings Bank agree to the following:

Title.— This Agreement will be known and referred to as “NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT with the TRADE UNION FRONT OF NATIONAL SAVINGS BANK for the period First January Two Thousand Nine to Thirty First December Two Thousand Eleven (01.01.2009 – 31.12.2011).

1. **Employers to be covered and bound.**— This Agreement shall cover and bind the National Savings Bank, which is a party to this Agreement.

2. **Employees to be covered and bound.**— This Agreement shall cover and bind members of the Trade Union Front of National Savings Bank in employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annex I hereto.

3. **Date of Operation and Duration.**— This Agreement shall come into force on First January Two Thousand Nine (01st January 2009) and thereafter continues to be in force, unless it is determined by either party giving six months notice in writing to the other party provided, however, that no party shall give such notice to the other party before the 01st day of July 2011 and such notice shall not expire before the 31st day of December 2011.

4. **Matters covered and variation of terms and conditions of Employment and benefits.**—

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non-salary benefits which shall be discussed by the Management of the Bank with the respective Unions, and reach finality on or before 28th February, 2010, after and agreement has been arrived at, as regards non-salary benefits the terms and conditions of same shall be annexed to this Agreement, which shall form an integral part thereof.

- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.**— As from 01.01.2009 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises the following components:

- (i) Fixed component linked to “Basic Salary” and related allowances.
- (ii) Variable component linked to performance.

Fixed Components.— The fixed component comprises the following items:—

- (i) Revised Basic salary as set out in the Annex 1 hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (F) against in the Annex 1 will be entitled to increments continuously notwithstanding the maximum point given in the salary scales).
- (ii) *Allowances*
 - (a) In addition to the basic salary, the following allowances will be paid, effective from 01.01.2009.
 - (i) Cost of Living Allowance as per item (b) below.
 - (ii) Rent Allowance as per (c) below.
 - (iii) 10% of the Basic Salary, Rent Allowance and Cost of Living Allowance.
 - (b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December 1999 at the index point of 2404.9 commencing January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/-. If the index point drops below the December 1999 level i.e. 2404.9, the computation should be at the rate of Rs. 2.75 per point.
 - (c) The Rent Allowance will be 20% of the Basic Salary.

Variable Component.— Basis of determination of variable component will be determined in the course of time.

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

7. **Conversion of the basic salary.**—

- (a) The basic salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

e.g. An employee who had been on the 5th step of the scale as at 31.12.2008 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2009.
- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.

8. The Union further agrees to assist and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.

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

10. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favourable than the terms and conditions provided for in the agreement, then nothing in this agreement shall in anyway affect or prejudice such existing terms and conditions of employment and such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

11. Where an employee was immediately prior to the date hereof entitled to or becomes entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he/she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

For and on behalf of the

NATIONAL SAVINGS BANK

.....
S R Aitygalle
Chairman

.....
H M Hennayake Bandara
Addl. General Manager

TRADE UNION FRONT
OF NATIONAL SAVINGS BANK

.....
Suranga Naullage - Vice President
Jathika Sevaka Sangamaya

.....
Sumedha Molligoda - Secretary
Sri Lanka Independent Bank
Employees Union - NSB Branch

WITNESS TO THE ABOVE SIGNATORIES

.....
T M K Bandara
Dy. General Manager
(Human Resources Devpt)

.....
K Raveendran
Dy. General Manager (Audit)

.....
Janaka Hewapathirana - President
Sri Lanka Independent Bank
Employees Union - NSB Branch

.....
D A G Dissanayake
Secretary
Jathika Sevaka Sangamaya
NSB Branch Union

Annex 1

Revised Salary Scales effective from 1.1.2009

Grade	Present Salary Scale 2006	Revised Salary Scale 2009
Grade I	<u>33,870 – 49,950</u> 1340 x 12	<u>42,365 – 61,205</u> 1570 x 12
Grade II	<u>26,645 – 44,245</u> 880 x 20	<u>33,055 – 53,355</u> 1015 x 20
Grade III - I	<u>21,970 – 37,370</u> 770 x 20	<u>27,680 – 45,480</u> 890 x 20
Grade III - II Con. Secretary – Class II	<u>18,105 – 29,705</u> 580 x 20	<u>22,720 – 35,920</u> 660 x 20
Grade III – III Supervisor Con. Secretary Class I (F)	<u>14,070 – 22,270</u> 410 x 20	<u>17,840 – 27,140</u> 465 x 20
Steno – Grade IV (F)	<u>12,730 – 19,430</u> 335 x 20	<u>16,525 – 23,925</u> 370 x 20
Grade IV Supervisor (F) Stenographer III	<u>12,455 – 19,055</u> 330 x 20	<u>16,025 – 23,525</u> 375 x 20
Stenographer - II	<u>10,880 – 15,080</u> 210 x 20	<u>13,980 – 18,680</u> 235 x 20
Stenographer - I	<u>10,145 – 13,245</u> 155 x 20	<u>13,165 – 16,665</u> 175 x 20
Banking Assistant – III (F)	<u>11,395 – 15,995</u> 230 x 20	<u>14,555 – 19,755</u> 260 x 20
Banking Assistant – II	<u>10,435 – 14,635</u> 210 x 20	<u>13,485 – 18,185</u> 235 x 20
Banking Assistant - I	<u>9,775 – 12,875</u> 155 x 20	<u>12,750 – 16,250</u> 175 x 20
Sk.L.III/SG. III/Dri. III (F)	<u>9,940 – 13,740</u> 190 x 20	<u>12,675 – 16,875</u> 210 x 20
Sk. L.II/SG II/Dri. II/Peon III	<u>9,440 – 12,540</u> 155 x 20	<u>12,120 – 15,620</u> 175 x 20
Sk. L.I/SG I/Dri.I/Peon II	<u>8,940 – 11,740</u> 140 x 20	<u>11,570 – 14,670</u> 155 x 20
Peon I	<u>8,400 – 10,400</u> 100 x 20	<u>10,970 – 13,270</u> 115 x 20

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN,

THE NATIONAL SAVINGS BANK, NO. 255, GALLE ROAD, COLOMBO 3 HEREINAFTER REFERRED TO
AS THE 'BANK' ON THE ONE PART

AND

TRADE UNION FRONT OF NATIONAL SAVINGS BANK (JATHIKA SEVAKA SANGAMAYA AND SRI LANKA
INDEPENDENT BANK EMPLOYEES' UNION) HEREINAFTER REFERRED TO AS THE 'UNION' ON THE OTHER PART

This Agreement is made and entered into at Colombo on this 1st day of July 2010 by and between the National Savings Bank and the Trade Union Front of National Savings Bank.

WHEREAS the Bank and the Union have entered into a Collective Agreement dated 10.11.2009 for the period from 01.01.2009 to 31.12.2011 (hereinafter referred to as the Collective Agreement).

AND WHEREAS by the said Collective Agreement, the parties hereto have agreed to finalise the terms and conditions concerning non-salary benefits and other allowances of the employees of the Bank covered by the said Collective Agreement.

AND WHEREAS the said parties hereto hereby agree to the non-salary benefits and the other allowances and medical assistance which are included in this addendum in the First and Second Schedules hereto respectively, which form an integral part of the said Collective Agreement.

THE FIRST SCHEDULE REFERRED TO ABOVE

Non-salary Benefits

1. The following allowances shall come into effect from 1st January 2009 in the case of categories of employees specified under each of the following sub categories.

1.1 COUNTER SERVICE INCENTIVE

(Formerly CASHIERS' AND CASHIER CUM CLERKS' RISK ALLOWANCE)

Cashiers, Cashier cum Clerks and Cashier (Pawning) who are called upon to bear the cash risk shall be paid an allowance at Rs. 75 per day on which such work is performed.

1.2 VDU OPERATORS' ALLOWANCE

1.2.1 The bank shall pay an allowance of Rs. 30 per day up to a maximum of Rs. 600 per month, only to employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and who work on full time basis at a VDU. The Union shall have the right to make representation to the Bank on the question whether the main or primary function of the employee is the operation of a VDU. The Bank shall continue to pay the said allowance at present rate until a final decision is taken within six months on continuity of the said allowance.

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

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

1.3 'B' CLASS SIGNING POWERS

The Bank shall pay an allowance of Rs. 75 per day for officers who exercise temporary 'B' Class signing Powers.

1.4 'A' CLASS SIGNING POWERS

The Bank shall pay an allowance of Rs. 100 per day for officers who exercise temporary 'A' Class signing Powers.

1.5 DIFFICULT AREA ALLOWANCE

The Bank shall pay a Difficult Area Allowance to employees who are working in branches which have been recognized by the Management as Difficult Areas as follows.

<u>Grade</u>	<u>Difficult Area Allowance</u>
Gr. IV and above	Rs. 1500.00
Gr. V and VI	Rs. 1250.00
Gr. VII (Minor Employees)	Rs. 1100.00

1.6 SPECIAL ALLOWANCE FOR NORTH AND EAST (War Allowance)

Employees attached to the branches situated in the Northern Province and Eastern Province irrespective of their grades shall be paid an allowance of Rs. 2000 per month until conditions return to normal. This allowance shall be extended to the staff attached to branches in the peripheral areas as per Public Administration Circular No. 29/95 and its addenda. In addition to the said allowance, Rs. 1000 per month shall be paid to the staff attached to the branches adversely affected by war in the Northern and Eastern Provinces. The payment of this allowance is to be continued at present rate until a final decision is taken within six months on continuity of this allowance.

1.7 ALLOWANCE TO FIELD OFFICERS

The Bank shall pay an allowance of Rs. 1500 per month to officers who are considered by the Management as Field Officers irrespective of the grade to which they belong.

1.8 OUT OF POCKET ALLOWANCE

Officers in Grade IV and above who are called upon to work on week days after normal office hours or on holidays shall be paid the following hourly rates subject to the condition that to become entitled for the said allowance on a week-day, the officer should work at least 1 hour after normal office hours subject to a maximum of 2 hours and on holiday a minimum of 4 hours subject to a maximum of 8 hours.

<u>Grade</u>	<u>Amount (per hour)</u>
Gr. I and above	Rs. 390.00
Gr. II	Rs. 355.00
Gr. III-I	Rs. 325.00
Gr. III-II	Rs. 280.00
Gr. III-III	Rs. 240.00
Gr. IV	Rs. 215.00
Management Trainees	Rs. 150.00

The hourly rate paid for working on week-ends and statutory holidays subject to a minimum of 4 hours and maximum of 8 hours shall be one and half (1 1/2) of the above rate. (Officers who work on week-days after office hours are not entitled to the additional payment of half of the above rate).

1.9 **Acting Allowance.**— An officer acting in a higher grade shall be paid an Acting Allowance of a sum equivalent to one half of the difference between the initial of the salary scale of the Acting Grade and the present Grade, provided he has acted for more than 30 days at a stretch, subject to existing regulations.

1.10. **Key Holding Allowance.**— Officers who hold the responsibility of “A” and “B” safe keys (cash and pawning safe) shall be paid Rs. 10/- per day upto a maximum of Rs. 200/- per month.

1.11. **Annual Increment on Retirement.**— It is agreed to grant the increment proportionately computed on the basis of months completed by an employee during his/her incremental year in the case of those who are retiring prior to the date of their annual increment.

THE SECOND SCHEDULE REFERRED TO ABOVE

Medical Assistance Scheme.— Reimbursement of medical expenses shall be made in terms of existing regulations subject to the limits given below.

The revised reimbursement rates shall be effective from 01.01.2009.

- (a) Once and for all facility of Rs. 750,000/- for special treatment such as surgery in respect of brain, kidney or heart to be done locally and abroad. This facility shall be extended to include a member of the family (spouse and children) so that the total claimed either by the staff member or any other member of the family or both does not exceed Rs. 750,000/-.
- (b) A maximum of Rs. 50,000/- per annum for continued medication for critical illnesses i.e. Heart Surgery, Kidney, Liver, Lung, Brain Surgery or any other major surgery.
- (c) Routine Medical Expenses Rs. 18,000.00
Specialist Charges Rs. 30,000.00
Eye Care Rs. 12,750.00
Dental Care Rs. 11,250.00
Hospital Charges Rs. 127,500.00


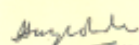


The accumulation of Hospital Charges shall be confined to two years.

(d) *Maternity in Government Hospitals*

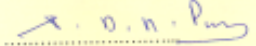



The following payments shall be made subject to the limits of claim indicated against, for the first three children.

Normal / Forceps Delivery	Rs. 9,750/-
Caesarean Delivery	Rs. 18,000/-

For and on behalf of the

<p>NATIONAL SAVINGS BANK</p>  <p>P. Kariyawasam Chairman</p>  <p>H. M. Hennayake Bandara General Manager/CEO</p>	<p>TRADE UNION FRONT OF NATIONAL SAVINGS BANK</p>  <p>Suranga Naulage Chief Organizer - JSS</p>  <p>Janaka Hewapathirana - Secretary Sri Lanka Independent Bank Employees' Union (NSB Br.)</p>
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WITNESS TO THE ABOVE SIGNATORIES

 <p>S. D. N. Perera Snr. Dy. General Manager</p>	 <p>G. G. Nandapala - Treasurer Sri Lanka Independent Bank Employees' Union (NSB Br.)</p>
 <p>T. M. Samarasinghe Dy. General Manager (Legal)</p>	 <p>D. A. G. Dissanayake Secretary - JSS (NSB Br.)</p>