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No. 1514/21 – THURSDAY, SEPTEMBER 13, 2007

(Published by Authority)

PART I : SECTION (I) – GENERAL Government Notifications

My No.: CI/1451.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Macsons Mesh Industries (Pvt.) Ltd., Deniya Road, Suwarapola, Piliyandala of the one Part and Inter Company Employees Union, No. 158 / 18, E. D. Dabare Mawatha, Colombo 05 of the other Part on 29th March, 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.
13th August, 2007.

Collective Agreement No. 25 of 2007

COLLECTIVE AGREEMENT

WHEREAS Inter Company Employees Union, a trade union registered in terms of the laws of Sri Lanka, represents the manual workers of the Factory of Macsons Mesh Industries (Pvt.) Ltd., situated at Suwarapola, Piliyandala a company incorporated in terms of the laws of Sri Lanka.

Whereas the said Union by its letter dated 01.11.2006 requested, *inter alia*, the revision of terms of employment including wages of the said workmen and after discussions between the said Union and the Company the parties hereby agree on the following terms and conditions as a full and final settlement of all matters raised by the Union in the letter referred to above on this 29th day of March 2007. Witnesseth :-

Title : This Collective Agreement shall be known and referred to as “the Macson Mesh Industries (Pvt.) Ltd. Manual Workers’ Collective Agreement of 2007”.

1. **Parties Covered and Bound.**– This Collective Agreement shall cover and bind Macson Mesh Industries (Pvt.) Ltd., (“The Employer”), the Inter Company Employees Union (“The Union”) and its members employed by the employer in manual work at the factory (“The workmen”) as at the date of signing this Agreement and thereafter.

2. **Date of Operation and Duration.** - This Collective Agreement shall be effective as from the First Day of April Two Thousand and Seven (01.04.2007) and shall continue to be in force unless it is terminated by either party with Six Months notice to the other in writing, provided however, that no such notice shall be given by either party, prior to the Thirty First day of March Two Thousand and Ten (31.03.2010) and this Collective Agreement shall not stand terminated until the Thirty First day of March Two Thousand and Ten (31.03.2007). Any notice of termination given by a party prior to the Thirty First day of March Two Thousand and Ten (31.03.2010) shall have no effect whatsoever.

Provided however that the Employer shall have the right to terminate this Agreement without any notice and after informing the Commissioner General of Labour in writing, in the event of the Union and/ or the workmen jointly or severally violates, acts or conducts itself in a manner inconsistent with clause 13 hereof.

3. **Hours of Work and Overtime.** - The normal working hours shall, during the operation of this Agreement be those that are worked by the workmen as at present. As and when requested by the Employer, workmen shall work reasonable overtime for which the employee shall be paid overtime. Provided that any change in work arrangements in the future by reason of requirements of business, exigencies of services or any other unforeseen circumstance shall be done by mutual agreement between the parties.

4. **Salaries.** - (a) With effect from 1.04. 2007 basic salaries of workmen covered by this agreement will be increased by twenty per centum (20%) i.e. the 20% of the monthly basic salary as at 01.01.2007 ;

(b) With effect from 1.04. 2008 basic salaries of workmen covered by this agreement will be increased by seven and half per centum (7 1/2%) or Rs. 900/- whichever figure is higher ;

(c) With effect from 1.04. 2009 basic salaries of workmen covered by this agreement will be increased by seven and half per centum (7 1/2%) or Rs. 800/- whichever figure is higher ;

provided however that Apprentices/ Trainees shall be entitled to the percentage increase referred to in sub clauses (b) and (c) of this clause only and shall not be entitled to the numerical increase of Rs. 900/- and Rs. 800/- respectively. Provided also that the management will give opportunities to all Apprentices/ Trainees to acquire the required skills and the Union agrees to advice their members (Apprentices/ Trainees) in this regard.

(d) National Arrears based only on the 20% wage increase for the months of January and February 2007 will be paid in March 2007 to workmen who are in employment at the date of payment. The Union agrees that this payment will not attract EPF and ETF contributions or any other connected consequential payments/ benefits.

5. **Annual Increments.** - Unless otherwise decided on disciplinary grounds a confirmed workman with not less than one year's service will be entitled to an annual increment in the month of January each year and the Annual Increment applicable to each Grade is set out below :

Apprentices/ Trainees	-	Rs. 50/-
Unskilled	-	Rs. 50/-
Semi skilled (IV)	-	Rs. 75/-
Semi skilled (III)	-	Rs. 85/-
Semi skilled (II)	-	Rs. 100/-
Skilled	-	Rs. 125/-
Technicians	-	Rs. 150/-

6. **Government Intervention in Private Sector Wages** .- If during the operation of this Agreement, the Government of Sri Lanka.-

(a) Prescribes in any year, increases in salary by any written law applicable to categories of workmen covered by this Agreement, the Employer shall be entitled to take credit for the salary increases granted to an employee in respect of such year in terms of Clause 4 hereof and determine the increase, if any, that is to be granted to an employee accordingly.

(b) Recommends increase in salaries, such recommendation will not be applicable.

7. **Monthly Attendance Bonus.** - The Employer shall pay a monthly Attendance Bonus of Rs. 750/-, provided that a workman who abstains from work without authority on any day shall not be entitled to this payment. Provided also that a workman who has utilized more than two day's leave in a month shall also not be entitled to this payment. Provided also that a workman who after being absent on leave for two days on account of leave reports for work late on any subsequent date or is absent from work on account of short leave is also regarded as having

utilized more than two day's leave. A workman who reports to work on all working days in a month shall be entitled to an enhanced attendance bonus of Rs. 1000/- per month. "Working days" for the purpose of this clause excludes the weekly holidays and statutory holidays and poya holidays.

8. **Night Shift Bonus.**— The Employer shall pay a Night Shift Bonus of Rs. 75/- per each night shift. A workman who reports for work on all night shifts will receive an enhanced bonus of Rs. 100/- per shift.

9. **Seniority Payment.**— With effect from 01. 04. 2007, each workman will be paid a "one - off" seniority payment of Rs. 30/- per each completed year of service as at 31.12.2006. This payment will be added to the salary in April 2007, after ascertaining the 20% wage increase.

10. **Manning Levels.**— The Parties agree that the manning levels at the factory will be in the manner setout below. The parties agree that any practical difficulty that may arise in the operations on the revised manning levels will be settled by mutual agreement.

CHAIN LINK MACHINES

	<i>Operators</i>	<i>Helpers</i>	<i>Total</i>
Current manning level per shift	03	03	06
Proposed manning level	03	01	04

WIRE NETTING - NS 5 & 6

	<i>Operators</i>	<i>Helpers</i>	<i>Bobbing Winders</i>	<i>Total</i>
Current manning level per shift	02	02	04	08
Proposed manning level	02	02	02	06

WIRE NETTING WN 1 OR 2

	<i>Operators</i>	<i>Helpers</i>	<i>Spiral Machine</i>	<i>Total</i>
Current manning level per shift	01	01	01	03
Proposed manning level	01	01	—	02

The spiral machine operator will assist the machine operator during the shift while operating the spiral machine.

11. **Computation of Annual Leave.**— It is agreed between the parties that if a worker works for 232 days in a calendar year, such worker shall be allowed in the next succeeding calendar year annual leave calculated at the rate of one day for each unit of 4 days which such worker works in excess of 232 to a maximum of 14 days annual leave.

12. **Dispute Settlement Procedure.**— (a) In the event of any dispute that may arise between parties during the operation of this Agreement, the branch of the Union in the Employer's establishment shall raise such dispute with the Factory Management of the Employer and parties shall take all efforts to resolve such dispute amicably.

(b) If no settlement of the dispute can be reached between parties, the branch of the Union may request the Union to raise the matter in dispute with the Employer and/ or with the Employers' Federation of Ceylon and the Union, the Employer and the Federation shall thereafter, take all possible steps to resolve the dispute.

(c) Failing a settlement of the dispute as provided in the preceding Sub-clause the Union may raise dispute with the Department of Labour and move to have the dispute resolved under the provisions of the Industrial Disputes Act.

13. **Trade Union Action.**— The Union and the Workmen jointly and severally agree that they shall not, during the operation of this Agreement, resort to Trade Union action of any form in respect of any dispute that may arise between parties, whether such dispute relates to a matter covered by this Agreement or not, but have such dispute settled in the manner provided herein.

14. **Trade Union Activity.**— The Employer will continue to release a committee member once in 3 months for not more than 4 hours on duty leave to attend a meeting, provided the Union gives at least 48 hours prior notice. With regard to branch committee meetings, no duty leave can be granted to attend monthly committee meetings. However, the Employer may grant permission to hold monthly committee meetings

to be held within the factory premises on a non-working day (Sunday or Poya Day) and this meeting should be concluded within 3 hours without interrupting other work processes in the factory. With regard to the Annual Delegates Conference of the Union, the practice followed for the first time in 2006 in releasing 03 Committee Members of the Branch Union on duty leave for one day will continue provided the Branch Union had maintained good industrial relations during the year.

15. **English Text to Prevail.** - In the event of an inconsistency between the English and the Sinhala text of this Agreement, the English text shall prevail.

	
Managing Director	Inter Company Employees' Union
	
Managing Director	Inter Company Employees' Union
	
Managing Director	Inter Company Employees' Union
	
Managing Director	Inter Company Employees' Union

09 - 1071

My No. C1/1772.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Taj Lanka Hotels Limited, No. 25, Galle Face Centre Road, Colombo 03 of the one Part and Inter Company Employees' Union, No. 158/18, E.D. Dabare Mawatha, Colombo 05 of the other Part on 23rd May, 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.
13 th August, 2007.

Collective Agreement No. 26 of 2007

COLLECTIVE AGREEMENT

THIS AGREEMENT, is entered into between Inter Company Employees Union (hereinafter referred to as “the Union”), a Trade Union registered in terms of the laws of Sri Lanka and Taj Lanka Hotels Ltd., a Company duly incorporated (hereinafter referred to as “the Employer”) in terms of the laws of Sri Lanka, on this Twenty Third day of May Two Thousand Seven.

WHEREAS the Union by its letter dated 18 th October, 2006 forwarded to the Employer a series of demands; and

WHEREAS after negotiations between the Union and the Employer, the parties have agreed on the following terms of settlement as a full and final settlement of all matters set out in the Union’s letter referred to above and matters connected therewith :-

1. **Parties Covered and Bound.**– This Agreement will be binding on the Union, the Employer and members of the Union employed by the Employer in non executive grades (hereinafter referred to as “the Employees”).

2. **Duration of the Agreement.**– This Agreement will come into effect on 1 st January 2007 and shall continue to be in operation until either party terminates it with one month’s notice to the other and the Commissioner-General of Labour. Provided, however, that neither party shall give notice of termination prior to 1 st March, 2009 and notice of termination given prior to this date shall have no effect in law.

3. **Wage Increase.**– The basic wage of employees covered by this Agreement shall be increased by Rs. 750/- with effect from 1st January, 2007.

4. **Annual Increment.**– The Employer will continue to grant the annual increment following the hitherto practice based on the PMS.

5. **Loans.**– The Employer will disburse five loans per month, the amount of each loan not exceeding Rs. 35,000/-. Such loans shall be granted only if the particular employee seeking the loan satisfies the eligibility criteria introduced by the Employer. It is agreed between the parties that an employee who obtains such a loan shall not be entitled to any salary advance or any other loan or financial facility from the Employer until such loan is fully settled by the employee. The loan shall be recovered in 12 monthly installments.

6. **Salary Advance.**– The Employer shall allow salary advances following the hitherto adopted practice.

7. **Death Donation.**– In the event of a death of a family member of an employee, the death donation paid by the Employer to the employee concerned shall be increased from Rs. 10,000.00 to 12,500.00. In the event of a death of an employee, the Employer shall contribute and amount equal to the total amount contributed by the fellow employees. The Employer shall provide a vehicle for the employees in the Department to which the deceased employee was attached to, in order to attend the funeral. The Union agrees that the facility of giving transport shall not be available in the event of a death of a family member of an employee.

8. **Medical Insurance.**– The Employer shall continue to pay the premium in respect of the present Medical Insurance Cover. The employees shall pay a sum of Rs. 500/- in order to enhance the coverage as per Option 3 of the insurance proposals and this sum of money will be deducted from the employee’s salary in two equal installments.

9. **Demands of a Financial Nature.**– The Union and the employees, jointly and severally, agree that they shall not make any demands of a financial nature or any request in respect of matters covered by this Memorandum or otherwise, until 31 st March, 2009. The Employer will decide and take steps to pay the annual New Year gift as per the hitherto practice, depending on the financial performance and profitability of the Employer, after having discussions with the Union.

10. **Trade Union Action.**– The Union and the employees, jointly and severally, agree that they shall not resort to any trade union action of any sort during the operation of this Agreement and any dispute that may arise will be solved following the dispute settlement procedure set out in the Check-off Agreement signed between the Union and the Employer on 22 nd December, 2000.


 M. S. Kumaratunga
 President of Sri Lanka
 The Presidential Secretariat
 15, Marumulla, Colombo 15
 Sri Lanka


 M. S. Kumaratunga
 President of Sri Lanka
 The Presidential Secretariat
 15, Marumulla, Colombo 15
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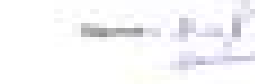

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 D. Somaweera Edirisinghe
 Commissioner - General of Labour
 Department of Labour
 Labour Secretariat
 Colombo 05


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 D. Somaweera Edirisinghe
 Commissioner - General of Labour
 Department of Labour
 Labour Secretariat
 Colombo 05

09 - 1072

My No.: CI/05(A).

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Indian Bank, Nos. 22 & 24, Mudalige Mawatha, Colombo 01, Indian Overseas Bank, No. 139, Main Street, Colombo 11, State Bank of India, No. 16, Baron Jayatilake Mawatha, Colombo 01 and Habib Bank Ltd., Nos. 140 - 142, 2nd Cross Street, Colombo 11 of the one Part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other Part on 23rd March, 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.
 20th August, 2007.

Collective Agreement No. 27 of 2007**COLLECTIVE AGREEMENT****BETWEEN**

INDIAN BANK, INDIAN OVERSEAS BANK, STATE BANK OF INDIA, HABIB BANK LTD.

AND

CEYLON BANK EMPLOYEES' UNION

2006

This Collective Agreement made this 23rd day of March, 2007 between Indian Bank, Indian Overseas Bank, State Bank of India and Habib Bank Ltd. having their offices at 22 & 24 Mudalige Mawatha, Colombo 1, 139, Main Street, Colombo 11, 16, Baron Jayatilaka Mawatha, Colombo 1 and 140 - 142, 2nd Cross Street, Colombo 11 respectively, (hereinafter referred to as "the Banks" or "the Bank" or "the employer" of the one Part and the Ceylon Bank Employees' Union a Trade Union duly registered in Sri Lanka and having its registered office at 20, Temple Road, Colombo 10, (hereinafter referred to as "the Union") of the other Part

WHEREAS the Union made demands for re - negotiation of the Collective Agreement of 2004, which came into effect on 1st April 2003 and subsequent to negotiations between the Banks and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, co - operation between the Banks, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder ;

1. **Parties to be Covered and Bound.** - This Agreement shall cover and bind Indian Bank, Indian Overseas Bank, State Bank of India and Habib Bank Ltd. (the Banks), the Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Banks and who are employed in any of the categories as at the date of this Agreement and for whom a salary scale has been prescribed in this agreement in the first Schedule hereto (hereinafter referred to as the employees), This Agreement shall not cover and bind any employee who is an Officer, Staff Officer, Secretary, Executive and any other staff on special rates of pay.

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

3. **Earlier Agreements.** - This Agreement shall supercede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the Agreement of 2004 shall stand repudiated in respect of the parties hereto.

4. **Matters Covered and Bound.** - (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this 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 except to the extent agreed.

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

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

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

- i. A sum equal to 20% of the gross salary (salary plus cost of living allowance) payable to an employee as at 31 st 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 31 st March, 2006 with effect from the 1 st April, 2007, and thereafter placed on the appropriate point on the scale in the First Schedule at the corresponding Rupee point or if there is no such corresponding point, on the next higher point of the said scale.
- iii. Every employee in employment as at the date of this Agreement shall also receive a further 2.5% increase calculated on the gross salary as at 31 st March, 2006 with effect from the 1 st April, 2008, and thereafter placed on the appropriate point in the scale in the First Schedule at the corresponding Rupee point or if there is no such corresponding point, on the next higher point of the said scale.

7. **Allowances.** - (a) **COST OF LIVING ALLOWANCE.** - The cost of living allowance shall be paid to employees from the 1 st April, 2006 at Rs. 2/ 75 per point increase beyond the base figure of 2400.0. Any sum paid in excess by way of cost of living allowance for the period 1 st April, 2006 onwards, shall be set off against the arrears payable to an employee.

- (b) CASHIER'S RISK ALLOWANCE AND TELLERS' ALLOWANCE. - i. With effect from 1 st December, 2006, where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs. 800/-, subject to his having worked at least 5 days in that capacity for a month. If he has worked less than 5 days in that capacity he shall receive Rs. 100/- per day only.
- ii. With effect from 1 st December, 2006 any employee who has to bear the risk of authorising payment of cash against cheques in his capacity as a Teller shall be entitled to a Tellers' Allowance on the under-mentioned formula :
- (a) Where the limit of authorisation is Rs. 25,000/- or more the daily allowance shall be Rs. 50/- up to a maximum of Rs. 950/- per month. Provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.
- (b) Where the limit of authorisation is less than Rs. 25,000/- the daily allowance shall be Rs. 45/- up to a maximum of Rs. 850/- per month. Provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.
- iii. No employee who in the course of a single month has acted both as a cashier and a teller and is eligible for the above allowances shall be entitled to a sum in excess of Rs. 950/- or Rs. 850/-, as the case may be, depending on his level of responsibility as specified in (ii) (a) and (b) above.
- iv. The Cashier's Risk Allowance and the Teller's Allowance will not be included for the purpose of computing consequential benefits.
- v. No person who functions as a Teller shall, in addition, be entitled to the Cashier's Risk Allowance for the days on which he so functioned as a Teller.
- (c) TELEX OPERATOR'S ALLOWANCE. - Where the Banks, as at the date of this Agreement, pays an allowance expressly as a Telex Operator's Allowance, such Bank will pay, as from the date of this Agreement, Rs. 25/- per day subject to a maximum of Rs. 450/- per month.
- (d) VDU OPERATORS' ALLOWANCE.- (i) The Banks will pay an allowance of Rs. 10/- per day up to a maximum of Rs. 200/- per month, only to employees who were in employment on 1 st August, 1988 and whose main or primary function is the operation of a VDU. For purposes of this Agreement a person who regularly works not less than 3 hours per day on a VDU will fall within the definition of a person whose main or primary function is the operation of a VDU.
- (ii) The Union will have the right to make representations to the Bank on the question whether the main or primary function of an employee is the operation of a VDU provided that no industrial dispute can be raised on this issue.
- (iii) The Allowance referred to in (i) above will be paid by the Bank to Cashiers who normally operate a VDU during banking hours notwithstanding that the Banks do not agree that the main or primary function of such Cashiers is the operation of a VDU. This Allowance will not be payable to a relief Cashier who performs a Cashier's function for a short period of time during normal banking hours. The allowance will also not be applicable to an employee drawing a Teller's Allowance.
- (iv) The provisions of (iii) above will not entitle any person whose main or primary function is not the operation of a VDU to make any claim on the basis of the payment of the Allowance to a Cashier as aforementioned.
- (v) a VDU shall mean an appliance incorporating a Cathode Ray Tube which is used to input or retrieve information to or from a computer.
- (e) NON-RECEIPT OF TWO ALLOWANCES.- No employee will receive the Telex Operators' Allowance plus the VDU Operators' Allowance and shall receive only one of the said Allowances.
- (f) DISTURBANCE ALLOWANCE.- An employee called upon to report for work before 7.00 a.m. shall receive with effect from December, 2006 Rs. 190/- per day, and if required to report before 6.30 a.m. shall receive Rs. 250/- per day.

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

9. **Pension Payments To Employees Who have Retired from Service.** - Any employee who has retired from service between 1 st April, 2006 and the date hereof shall be entitled to his pension calculated on the basis of the salary in terms of clause 6 (i) hereof.

10. **Promotion to Grade II .** - Subject to provisions of clauses 11, 12, 13 and 14 hereof, an employee in service as at 1st April, 2006 who completes 7 years in Grade I shall automatically be promoted to Grade II in his category, subject to the right of the Bank to defer such promotion for a period of one year by way of punishment for misconduct after an inquiry and an employee so promoted shall receive not less than the value of two increments in grade I when placed in Grade II.

11. **Accelerated Promotion.** - (i) FROM GRADE I TO GRADE II.- Employees who sit for and successfully pass the Institute of Bankers Examination will be considered for placement on Grade II, subject to the conditions referred to at (a) and (b) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.

- (a) On successful completion of examinations leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers of Sri Lanka plus three complete years of service with the Bank in which such employee serves, or
- (b) On successful completion of the examinations leading to Stage I/Banking Certificate of the Chartered Institute of Bankers (London) or intermediate Examination of the Institute of Bankers of Sri Lanka plus four complete years of service with the Bank in which such employee serves.

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

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

13. **Promotions from Grade III to Grade IV.** - (a) All promotions to Grade IV will be after an application is made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

- (b) Employees who are eligible as at 1st April, 2006 to apply for promotion to Grade IV will, if promoted, be so promoted as from that date. Their applications should be submitted within one month from the date of the signing of this Collective Agreement, failing which any such promotion will be effective in accordance with Sub-clause (a) above.

- (c) An employee eligible to make such application will be-
 - i. An employee who has served for a minimum period of seven years in Grade III, or
 - ii. An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka Examination in which event the minimum period of service will be seven years in Grade III or five years post-qualification experience in Grade III, whichever is lower, or
 - iii. An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka, in which event the Minimum period of service will be seven years in Grade III or three years post-qualification experience in Grade III, whichever is lower.
- (d) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (e) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (f) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade III.

14. Re-designation of Typist to Clerk. – A typist shall be considered for re-designation as clerk provided he possesses the following eligibility requirements:

- (a) Three years service and passing Part I of the Institute of Bankers Sri Lanka Examination.
- (b) On completion of the Final Examination of the Institute of Bankers.
- (c) Six years service and the relevant qualifications for entry as a Clerk.
- (d) Six years service without requisite qualifications for entry as a Clerk but subject to success at a written examination conducted by the Bank.

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

15. Minor Staff Promotions. – Without prejudice to the right of each Bank to recruit staff at their discretion, the Banks will consider minor staff for promotions subject to the following criteria :

- (a) PEON TO CLERK.– i. The number of vacancies in the clerical cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e., educational qualification, age, and any other particular criteria required for such job as determined by the Banks.
- ii. Any peon or labourer whose record of service, conduct and attendance has been satisfactory, with more than four years of service with the Banks who has necessarily completed the first part of the Chartered Institute of Bankers (London) or Institute of Bankers of Sri Lanka will be eligible to apply and will be considered for such clerical position. The selection process will include medical examinations, interviews, written tests etc, as determined by the Banks.
- iii. Any peon whose record of service and conduct has been satisfactory, with more than eight years' service with the Banks, shall be exempt from the minimum educational qualifications stipulated in the Notice and may apply for such vacancy and will be considered in the manner specified at para (ii) above.
- iv. Any peon promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Banks for a further period of up to six months during which, or at the end of which, the Banks may at their discretion revert such peon to his earlier position and salary.
- v. The basic salary payable to any peon promoted in the manner specified above shall be the nearest higher point in the Clerical Salary Scale in relation to his basic salary received at such time as a peon, which will result in an increase of not less than the value of two increments on the peon scale. Provided further that such promotee shall not be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Clerical Salary Scale.
- vi. Any peon or Labourer who conforms to the above requirements shall be promoted if there are vacancies.
- vii. The decision of the Banks in respect of selection for promotion shall be final and conclusive.

- (b) LABOURER TO PEON.– i. The number of vacancies in the Peon cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e., educational qualifications, age, etc, and any other particular criteria required as determined by the Banks.
- ii. Any labourer with more than four years service whose record of service, conduct and attendance has been satisfactory, will be eligible to be considered for the post of peon in response to the above mentioned notice. The selection process will include medical examinations, interviews and written tests to assess among other things the knowledge of written/ spoken language as appropriate in such manner as shall be determined by the Banks.
- iii. Any labourer promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Banks for a further period of up to six months during which, or at the end of which, if the performance of such labourer is found to be unsatisfactory, the Banks may at their discretion revert such peon to his earlier position and salary.
- iv. The basic salary payable to any labourer promoted in the manner specified above shall be the nearest highest point in the Peon Salary Scale in relation to his basic salary received at such time as a labourer, which will result in an increase of not less than the value of two increments on the labourer scale. Provided further that such promotee shall not be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Peon Salary Scale.
- v. Any labourer who conforms to the above requirements shall be promoted if there are vacancies.
- vi. The decision of the Banks in respect of selection for promotion shall be final and conclusive.
- (c) where the Union is dissatisfied with regard to a non-promotion concerning minor staff, it is agreed that the Bank concerned would discuss the issue in the Monitoring Committee to be set up under this Collective Agreement.

16. **Provident Fund.** – Rate of Contribution The rates of contribution to the Provident Fund by the Banks shall be : –

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

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

- (b) INTEREST ON PROVIDENT FUND CONTRIBUTION HELD BY THE BANK.– Where Provident Fund monies are invested in the Banks, the Banks shall continue to pay the rate of interest paid on 12 month's fixed deposits for a sum of Rs. 100,000/- published by the N.S.B. prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.
- (c) DEFICIENCY IN BANK'S CONTRIBUTIONS TO PROVIDENT FUND TO AN EMPLOYEE NOT ENTITLED TO A PENSION.– Where an employee shall cease to be employed by the Banks in circumstances which do not entitle him to 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 Banks upto 31st March, 1992 : –

From 01.01.1971 to 31.12.1980	-	9% of gross salary
From 01.01.1981 onwards	-	12% of gross salary

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.

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

$$\frac{\text{Number of completed years service (Maximum 35 years) + 5}}{\text{Retirement age of the Bank}} \times \text{Monthly salary payable in the month of retirement + COLA}$$

- (b) PREMATURE RETIREMENT ON MEDICAL GROUNDS/ DISABILITY.- An employee who is found to be unable to continue to perform his duties as a result of infirmity/ disability, as certified by the Bank's Doctor/ Medical Specialist / Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/ leave without pay) shall be entitled to a pension computed on the same basis referred to at Clause 17 (a) above. Provided however that where an employee is entitled to compensation by the Bank under any laws in force at the time or an award of Court, such employee shall only be entitled to a pension or such compensation as opted by him but not 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.
- (c) LUMP SUM GRATUITY IN LIEU OF PENSION RIGHTS .- An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis :

$$\text{No. of completed years service (Maximum 35 years) + 5} \times \text{1 month's Salary plus 1 month's Cost of Living Allowance calculated for the month of retirement}$$

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

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

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

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

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

- (f) Completed year of actual service shall include only actual continuous service worked excluding absence/ leave without pay, but subject to the provisions of the payment of Gratuity Act (1983) and Clause 20 thereof.
- (g) COMMUTED PENSION.- (i) At the option of the employee at the time of retirement on or after 1 st April 2006, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payment as provided for in the agreement and who opt for such commuted pension.

- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

18. **Medical Scheme.**— i. REIMBURSEMENT OF MEDICAL EXPENSES FOR NON - HOSPITALISATION EXPENSES.— With effect from 2006, the Banks will reimburse an employee up to a maximum of Rs. 10,000/- per annum in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 in respect of routine non-hospitalisation/ non-surgical and specialist treatment, and subject to the following :

- (a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.
- (b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner,
- (c) The unutilised portion of the allocation for the year could be utilised during a period of three years subject to valid bills being submitted as aforesaid.

- (ii) SPECIAL NON - HOSPITALISATION AND NON - SURGICAL EXPENDITURE.— The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum of Rs. 5,500/-, per annum on account of special non-hospitalisation and non-surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members :

- (a) Spectacles
- (b) Dentures
- (c) Hearing Aids

Subject to valid documentation as in the case of (i) above and subject to the proviso that no claim is made in relation to any particular item more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist.

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

- (a) Hospital or Nursing Room Charges :

Daily Limit	...	Rs. 2000/-
Government Hospital Allowance	...	Rs. 750/-
- (b) Emergency Treatment Travel Expenses (maximum) ... Rs. 1,200/-
 - * The rate is Rs 25/- per kilometer
- (c) Overall Limit for any one event ... Rs. 75,000/-
- (d) Overall limit for any one year ... Rs. 90,000/-

Provided, however, that in the case of a recurrent illness, *i.e.*, of the same kind, the Bank will make payment on this account only if an employee has not exhausted his full limit for the year in respect of the reimbursement.

The rates given above will be effective from 1 st December, 2006.

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

- (iv) MATERNITY GRANT.— (a) With effect from the date hereof an employee who is married will be entitled to a grant of Rs. 9000/- in respect of each of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.
- (b) In the case of reimbursement under surgical and hospitalization expenses, the maximum deduction for normal child birth shall be Rs. 9000/-

19. **Retirement.**– (a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Banks and its employees, and on reaching the age of 55, or any other age mutually agreed upon, an employee shall *ipso facto* retire and cease to be employed by the Banks and there shall be no obligation on the Banks 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 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

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

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

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

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

23. **Concessions to Branch Union Office Bearers and General Councillors.**– (a) The Banks shall at their discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to the Banks.

- (b) It is agreed that Central committee members (General Council) of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to General Councillors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.

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

25. **Overtime.**– (a) If required by his employer an employee shall work reasonable overtime which has been authorised by the employer, subject to the provisions of any law for the time being in force.

(b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

26. **Annual, Medical and Casual Leave.** – (a) ANNUAL LEAVE .– (i) ENTITLEMENT.– In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment, he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

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

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

(iii) AVAILMENT .– (a) The availment of all annual leave shall be by prior authorization of the Banks upon the employee's application, giving sufficient notice to the Banks, so as to ensure availment at times mutually convenient.

(iv) ACCUMULATION .– Annual leave may be accumulated by an employee exclusively for the following purposes :

- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Banks.
- (b) For the purpose of attending on a family member who is seriously ill.
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) Prolonged illness of the employee.
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (g) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.

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

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum ninety (90) days.

(b) MEDICAL LEAVE .– (i) ENTITLEMENT .– An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in Sub-clause (ii) hereof.

(ii) AVAILMENT .– A 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.

- (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 hospitalization, an 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 Banks 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 Banks have 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 Banks have 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 Banks, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

27. **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 from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.

- (ii) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Banks to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

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

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Banks his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Banks for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Banks 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 Banks is satisfied with such explanation, the Banks 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 Banks are not satisfied with such explanation, the Banks shall, subject to sub - clause (k)(iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Banks 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 Banks will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) or a Central Committee Member of the Union employed in the Banks to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Banks 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 Banks. The Inquiring Officer will be entitled to require a Defending Employee or Observer who obstructs the inquiry to withdraw therefrom and the Defending Employee or Observer shall forthwith comply with such requirement. The absence of a Defending Employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, not the proceedings threat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.
- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) Within thirty (30) working days after the conclusion of the inquiry the Banks shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fail to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Banks or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provision, the Banks shall not be required to hold a domestic inquiry in any of the following circumstances :
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Banks 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 inquiry, in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Banks, and employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Banks had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.

- (m) Where an employee is under suspension and the Bank makes order that -
- (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Banks may determine ; provided further that the Banks 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 Banks to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Banks 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.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

29. **Technology.**– (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.

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

30. **Trade Union Action.**– (a) MATTERS RELATED AND COVERED IN THE AGREEMENT .– The Union and its members covered and bound by this Agreement jointly and severally agree with the Banks 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 Banks in respect of any dispute related to this Agreement.

(b) MATTERS NOT RELATED AND NOT COVERED IN THIS AGREEMENT .– The Union and its members covered and bound by this Agreement jointly and severally agree with the Banks 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 Banks in respect of any dispute that may arise on any matter not related to this Agreement until –

- (i) The Branch Union of the Banks has exhausted all forms of conciliation to resolve such dispute amicably with the Banks, at which stage the Branch Union shall notify the Banks in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and / or the Employers' Federation of Ceylon.

- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Banks, the Employers' Federation of Ceylon and to the Commissioner of Labour.

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

32. **Implementation and Interpretation of this Agreement.**— (i) Where either the Union or the Banks are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Banks consisting of two representatives from the Banks and two representatives from the Union. The Banks or the Union may request that the matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.

- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

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

34. **Definitions.**— In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings :

Banks/ Bank/ Employer	Indian Bank Indian Overseas Bank State Bank of India Habib Bank Ltd.
Employee	an employee covered and bound by this Agreement.
Cost of Living Allowance	the cost of Living Allowance calculated in the manner setout in Clause 7 hereof on the Cost of Living Index Figure published by the Department of Census and Statistics each month.
Cost of Living Index	The Cost of Living Index published monthly by the Department of Census and Statistics.
Parent Union	The Ceylon Bank Employee's Union.
Branch Union	The Branch Union of the Ceylon Bank Employee's Union at any of the Banks covered by this Agreement.
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the industrial disputes Act and shall include any dispute arising between any of the Banks who are parties to this Agreement and the Branch Union of the Ceylon Bank Employee's Union at such respective Bank.
Salary	Shall mean the consolidated salary as defined in Clause 5.

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

In witness hereof the parties have set their hands hereunto on this 23rd day of March 2007

For and on behalf of
Indian Bank
Name: K. Raghavan
Designation: Chief Executive Officer



For and on behalf of
Ceylon Bank Employees' Union
Name: M R Shah
Designation: President

For and on behalf of
Indian Overseas Bank
Name: A. Muthukumar
Designation: Country Head



For and on behalf of
Ceylon Bank Employees' Union
Name: M. Sukumaran
Designation: General Secretary

For and on behalf of
State Bank of India
Name: B. Mahapatra,
Designation: Chief Executive Officer



Witness:

Name: Asoka Dharmasiri
Designation: Secretary,
Indian Overseas Bank
Branch Union

For and on behalf of
Habib Bank Ltd
Name: M. Nadeem Aslam
Designation: Operations Manager



Witness:

Kanishka Weerasinghe
Deputy Director-General
The Employers' Federation of Ceylon

First Schedule

PEONS AND WATCHERS

Scales Consolidated at COL Base Index Figure of 2400					
GRADE 1		GRADE 2		GRADE 3	GRADE 4
16,715.00		17,450.00		18,120.00	19,690.00
16,805.00		17,570.00		18,260.00	19,840.00
16,895.00		17,690.00		18,400.00	19,990.00
16,985.00		17,810.00		18,540.00	20,140.00
17,075.00		17,930.00		18,680.00	20,290.00
17,165.00		18,050.00		18,820.00	20,440.00
17,255.00		18,170.00		18,960.00	20,590.00
17,345.00		18,290.00		19,100.00	20,740.00
17,435.00		18,410.00		19,240.00	20,890.00
17,525.00		18,530.00		19,380.00	21,040.00
17,615.00		18,650.00		19,520.00	21,190.00
17,705.00		18,770.00		19,660.00	21,340.00
17,795.00		18,890.00		19,800.00	21,490.00
17,885.00		19,010.00		19,940.00	21,640.00
17,975.00	(15x90)	19,130.00		20,080.00	21,790.00
		19,250.00		20,220.00	21,940.00
		19,370.00		20,360.00	22,090.00
		19,490.00		20,500.00	22,240.00
		19,610.00		20,640.00	22,390.00
		19,730.00		20,780.00	22,540.00
		19,850.00		20,920.00	22,690.00
		19,970.00		21,060.00	22,840.00
		20,090.00		21,200.00	22,990.00
		20,210.00		21,340.00	23,140.00
		20,330.00		21,480.00	23,290.00
		20,450.00		21,620.00	23,440.00
		20,570.00		21,760.00	23,590.00
		20,690.00		21,900.00	23,740.00
		20,810.00		22,040.00	23,890.00
		20,930.00	(30x120)	22,180.00	(30x140)
					24,040.00 (30x150)

First Schedule**Drivers****Scales Consolidated at COL Base Index Figure of 2400**

GRADE 1	GRADE 2	GRADE 3	GRADE 4
17,035.00	17,780.00	18,445.00	20,005.00
17,130.00	17,905.00	18,585.00	20,155.00
17,225.00	18,030.00	18,725.00	20,305.00
17,320.00	18,155.00	18,865.00	20,455.00
17,415.00	18,280.00	19,005.00	20,605.00
17,510.00	18,405.00	19,145.00	20,755.00
17,605.00	18,530.00	19,285.00	20,905.00
17,700.00	18,655.00	19,425.00	21,055.00
17,795.00	18,780.00	19,565.00	21,205.00
17,890.00	18,905.00	19,705.00	21,355.00
17,985.00	19,030.00	19,845.00	21,505.00
18,080.00	19,155.00	19,985.00	21,655.00
18,175.00	19,280.00	20,125.00	21,805.00
18,270.00	19,405.00	20,265.00	21,955.00
18,365.00 (15x95)	19,530.00	20,405.00	22,105.00
	19,655.00	20,545.00	22,255.00
	19,780.00	20,685.00	22,405.00
	19,905.00	20,825.00	22,555.00
	20,030.00	20,965.00	22,705.00
	20,155.00	21,105.00	22,855.00
	20,280.00	21,245.00	23,005.00
	20,405.00	21,385.00	23,155.00
	20,530.00	21,525.00	23,305.00
	20,655.00	21,665.00	23,455.00
	20,780.00	21,805.00	23,605.00
	20,905.00	21,945.00	23,755.00
	21,030.00	22,085.00	23,905.00
	21,155.00	22,225.00	24,055.00
	21,280.00	22,365.00	24,205.00
	21,405.00 (30x125)	22,505.00 (30x140)	24,355.00 (30x150)

[illegible]

First Schedule					
Parting Accounts					
DATE	DATE	DATE	DATE		
1	2	3	4		
11.10.00	12.10.00	13.10.00	14.10.00		
15.10.00	16.10.00	17.10.00	18.10.00		
19.10.00	20.10.00	21.10.00	22.10.00		
23.10.00	24.10.00	25.10.00	26.10.00		
27.10.00	28.10.00	29.10.00	30.10.00		
31.10.00	01.11.00	02.11.00	03.11.00		
04.11.00	05.11.00	06.11.00	07.11.00		
08.11.00	09.11.00	10.11.00	11.11.00		
12.11.00	13.11.00	14.11.00	15.11.00		
16.11.00	17.11.00	18.11.00	19.11.00		
20.11.00	21.11.00	22.11.00	23.11.00		
24.11.00	25.11.00	26.11.00	27.11.00		
28.11.00	29.11.00	30.11.00	01.12.00		
02.12.00	03.12.00	04.12.00	05.12.00		
06.12.00	07.12.00	08.12.00	09.12.00		
10.12.00	11.12.00	12.12.00	13.12.00		
14.12.00	15.12.00	16.12.00	17.12.00		
18.12.00	19.12.00	20.12.00	21.12.00		
22.12.00	23.12.00	24.12.00	25.12.00		
26.12.00	27.12.00	28.12.00	29.12.00		
30.12.00	31.12.00	01.01.01	02.01.01		
03.01.01	04.01.01	05.01.01	06.01.01		
07.01.01	08.01.01	09.01.01	10.01.01		
11.01.01	12.01.01	13.01.01	14.01.01		
15.01.01	16.01.01	17.01.01	18.01.01		
19.01.01	20.01.01	21.01.01	22.01.01		
23.01.01	24.01.01	25.01.01	26.01.01		
27.01.01	28.01.01	29.01.01	30.01.01		
31.01.01	01.02.01	02.02.01	03.02.01		
04.02.01	05.02.01	06.02.01	07.02.01		
08.02.01	09.02.01	10.02.01	11.02.01		
12.02.01	13.02.01	14.02.01	15.02.01		
16.02.01	17.02.01	18.02.01	19.02.01		
20.02.01	21.02.01	22.02.01	23.02.01		
24.02.01	25.02.01	26.02.01	27.02.01		
28.02.01	29.02.01	01.03.01	02.03.01		
03.03.01	04.03.01	05.03.01	06.03.01		
07.03.01	08.03.01	09.03.01	10.03.01		
11.03.01	12.03.01	13.03.01	14.03.01		
15.03.01	16.03.01	17.03.01	18.03.01		
19.03.01	20.03.01	21.03.01	22.03.01		
23.03.01	24.03.01	25.03.01	26.03.01		
27.03.01	28.03.01	29.03.01	30.03.01		
31.03.01	01.04.01	02.04.01	03.04.01		
04.04.01	05.04.01	06.04.01	07.04.01		
08.04.01	09.04.01	10.04.01	11.04.01		
12.04.01	13.04.01	14.04.01	15.04.01		
16.04.01	17.04.01	18.04.01	19.04.01		
20.04.01	21.04.01	22.04.01	23.04.01		
24.04.01	25.04.01	26.04.01	27.04.01		
28.04.01	29.04.01	30.04.01	01.05.01		
02.05.01	03.05.01	04.05.01	05.05.01		
06.05.01	07.05.01	08.05.01	09.05.01		
10.05.01	11.05.01	12.05.01	13.05.01		
14.05.01	15.05.01	16.05.01	17.05.01		
18.05.01	19.05.01	20.05.01	21.05.01		
22.05.01	23.05.01	24.05.01	25.05.01		
26.05.01	27.05.01	28.05.01	29.05.01		
30.05.01	31.05.01	01.06.01	02.06.01		
03.06.01	04.06.01	05.06.01	06.06.01		
07.06.01	08.06.01	09.06.01	10.06.01		
11.06.01	12.06.01	13.06.01	14.06.01		
15.06.01	16.06.01	17.06.01	18.06.01		
19.06.01	20.06.01	21.06.01	22.06.01		
23.06.01	24.06.01	25.06.01	26.06.01		
27.06.01	28.06.01	29.06.01	30.06.01		
31.06.01	01.07.01	02.07.01	03.07.01		
04.07.01	05.07.01	06.07.01	07.07.01		
08.07.01	09.07.01	10.07.01	11.07.01		
12.07.01	13.07.01	14.07.01	15.07.01		
16.07.01	17.07.01	18.07.01	19.07.01		
20.07.01	21.07.01	22.07.01	23.07.01		
24.07.01	25.07.01	26.07.01	27.07.01		
28.07.01	29.07.01	30.07.01	31.07.01		
01.08.01	02.08.01	03.08.01	04.08.01		
05.08.01	06.08.01	07.08.01	08.08.01		
09.08.01	10.08.01	11.08.01	12.08.01		
13.08.01	14.08.01	15.08.01	16.08.01		
17.08.01	18.08.01	19.08.01	20.08.01		
21.08.01	22.08.01	23.08.01	24.08.01		
25.08.01	26.08.01	27.08.01	28.08.01		
29.08.01	30.08.01	31.08.01	01.09.01		
02.09.01	03.09.01	04.09.01	05.09.01		
06.09.01	07.09.01	08.09.01	09.09.01		
10.09.01	11.09.01	12.09.01	13.09.01		
14.09.01	15.09.01	16.09.01	17.09.01		
18.09.01	19.09.01	20.09.01	21.09.01		
22.09.01	23.09.01	24.09.01	25.09.01		
26.09.01	27.09.01	28.09.01	29.09.01		
30.09.01	01.10.01	02.10.01	03.10.01		
04.10.01	05.10.01	06.10.01	07.10.01		
08.10.01	09.10.01	10.10.01	11.10.01		
12.10.01	13.10.01	14.10.01	15.10.01		
16.10.01	17.10.01	18.10.01	19.10.01		
20.10.01	21.10.01	22.10.01	23.10.01		
24.10.01	25.10.01	26.10.01	27.10.01		
28.10.01	29.10.01	30.10.01	31.10.01		
01.11.01	02.11.01	03.11.01	04.11.01		
05.11.01	06.11.01	07.11.01	08.11.01		
09.11.01	10.11.01	11.11.01	12.11.01		
13.11.01	14.11.01	15.11.01	16.11.01		
17.11.01	18.11.01	19.11.01	20.11.01		
21.11.01	22.11.01	23.11.01	24.11.01		
25.11.01	26.11.01	27.11.01	28.11.01		
29.11.01	30.11.01	01.12.01	02.12.01		
03.12.01	04.12.01	05.12.01	06.12.01		
07.12.01	08.12.01	09.12.01	10.12.01		
11.12.01	12.12.01	13.12.01	14.12.01		
15.12.01	16.12.01	17.12.01	18.12.01		
19.12.01	20.12.01	21.12.01	22.12.01		
23.12.01	24.12.01	25.12.01	26.12.01		
27.12.01	28.12.01	29.12.01	30.12.01		
31.12.01	01.01.02	02.01.02	03.01.02		
04.01.02	05.01.02	06.01.02	07.01.02		
08.01.02	09.01.02	10.01.02	11.01.02		
12.01.02	13.01.02	14.01.02	15.01.02		
16.01.02	17.01.02	18.01.02	19.01.02		
20.01.02	21.01.02	22.01.02	23.01.02		
24.01.02	25.01.02	26.01.02	27.01.02		
28.01.02	29.01.02	30.01.02	31.01.02		
01.02.02	02.02.02	03.02.02	04.02.02		
05.02.02	06.02.02	07.02.02	08.02.02		
09.02.02	10.02.02	11.02.02	12.02.02		
13.02.02	14.02.02	15.02.02	16.02.02		
17.02.02	18.02.02	19.02.02	20.02.02		
21.02.02	22.02.02	23.02.02	24.02.02		
25.02.02	26.02.02	27.02.02	28.02.02		
29.02.02	01.03.02	02.03.02	03.03.02		
04.03.02	05.03.02	06.03.02	07.03.02		
08.03.02	09.03.02	10.03.02	11.03.02		
12.03.02	13.03.02	14.03.02	15.03.02		
16.03.02	17.03.02	18.03.02	19.03.02		
20.03.02	21.03.02	22.03.02	23.03.02		
24.03.02	25.03.02	26.03.02	27.03.02		
28.03.02	29.03.02	30.03.02	31.03.02		
01.04.02	02.04.02	03.04.02	04.04.02		
05.04.02	06.04.02	07.04.02	08.04.02		
09.04.02	10.04.02	11.04.02	12.04.02		
13.04.02	14.04.02	15.04.02	16.04.02		
17.04.02	18.04.02	19.04.02	20.04.02		
21.04.02	22.04.02	23.04.02	24.04.02		
25.04.02	26.04.02	27.04.02	28.04.02		
29.04.02	30.04.02	01.05.02	02.05.02		
03.05.02	04.05.02	05.05.02	06.05.02		
07.05.02	08.05.02	09.05.02	10.05.02		
11.05.02	12.05.02	13.05.02	14.05.02		
15.05.02	16.05.02	17.05.02	18.05.02		
19.05.02	20.05.02	21.05.02	22.05.02		
23.05.02	24.05.02	25.05.02	26.05.02		
27.05.02	28.05.02	29.05.02	30.05.02		
31.05.02	01.06.02	02.06.02	03.06.02		
04.06.02	05.06.02	06.06.02	07.06.02		
08.06.02	09.06.02	10.06.02	11.06.02		
12.06.02	13.06.02	14.06.02	15.06.02		
16.06.02	17.06.02	18.06.02	19.06.02		
20.06.02	21.06.02	22.06.02	23.06.02		
24.06.02	25.06.02	26.06.02	27.06.02		
28.06.02	29.06.02	30.06.02	01.07.02		
02.07.02	03.07.02	04.07.02	05.07.02		
06.07.02	07.07.02	08.07.02	09.07.02		
10.07.02	11.07.02	12.07.02	13.07.02		
14.07.02	15.07.02	16.07.02	17.07.02		
18.07.02	19.07.02	20.07.02	21.07.02		
22.07.02	23.07.02	24.07.02	25.07.02		
26.07.02	27.07.02	28.07.02	29.07.02		
30.07.02	31.07.02	01.08.02	02.08.02		
03.08.02	04.08.02	05.08.02	06.08.02		
07.08.02	08.08.02	09.08.02	10.08.02		
11.08.02	12.08.02	13.08.02	14.08.02		
15.08.02	16.08.02	17.08.02	18.08.02		
19.08.02	20.08.02	21.08.02	22.08.02		
23.08.02	24.08.02	25.08.02	26.08.02		
27.08.02	28.08.02	29.08.02	30.08.02		
31.08.02	01.09.02	02.09.02	03.09.02		
04.09.02	05.09.02	06.09.02	07.09.02		
08.09.02	09.09.02	10.09.02	11.09.02		
12.09.02	13.09.02	14.09.02	15.09.02		
16.09.02	17.09.02	18.09.02	19.09.02		
20.09.02	21.09.02	22.09.02	23.09.02		
24.09.02	25.09.02	26.09.02	27.09.02		
28.09.02	29.09.02	30.09.02	01.10.02		
02.10.02	03.10.02	04.10.02	05.10.02		
06.10.02	07.10.02	08.10.02	09.10.02		
10.10.02	11.10.02	12.10.02	13.10.02		
14.10.02	15.10.02	16.10.02	17.10.02		
18.10.02	19.10.02	20.10.02	21.10.02		
22.10.02	23.10.02	24.10.02	25.10.02		
26.10.02	27.10.02	28.10.02	29.10.02		
30.10.02	31.10.02	01.11.02	02.11.02		
03.11.02	04.11.02	05.11.02	06.11.02		
07.11.02	08.11.02	09.11.02	10.11.02		
11.11.02	12.11.02	13.11.02	14.11.02		

First Schedule					
List of Members					
Sl. No.	Name	Sl. No.	Name	Sl. No.	Name
1	Mr. A. P. Jayasinghe	11	Mr. S. M. Jayasinghe	21	Mr. S. M. Jayasinghe
2	Mr. A. P. Jayasinghe	12	Mr. S. M. Jayasinghe	22	Mr. S. M. Jayasinghe
3	Mr. A. P. Jayasinghe	13	Mr. S. M. Jayasinghe	23	Mr. S. M. Jayasinghe
4	Mr. A. P. Jayasinghe	14	Mr. S. M. Jayasinghe	24	Mr. S. M. Jayasinghe
5	Mr. A. P. Jayasinghe	15	Mr. S. M. Jayasinghe	25	Mr. S. M. Jayasinghe
6	Mr. A. P. Jayasinghe	16	Mr. S. M. Jayasinghe	26	Mr. S. M. Jayasinghe
7	Mr. A. P. Jayasinghe	17	Mr. S. M. Jayasinghe	27	Mr. S. M. Jayasinghe
8	Mr. A. P. Jayasinghe	18	Mr. S. M. Jayasinghe	28	Mr. S. M. Jayasinghe
9	Mr. A. P. Jayasinghe	19	Mr. S. M. Jayasinghe	29	Mr. S. M. Jayasinghe
10	Mr. A. P. Jayasinghe	20	Mr. S. M. Jayasinghe	30	Mr. S. M. Jayasinghe
31	Mr. A. P. Jayasinghe	41	Mr. S. M. Jayasinghe	51	Mr. S. M. Jayasinghe
32	Mr. A. P. Jayasinghe	42	Mr. S. M. Jayasinghe	52	Mr. S. M. Jayasinghe
33	Mr. A. P. Jayasinghe	43	Mr. S. M. Jayasinghe	53	Mr. S. M. Jayasinghe
34	Mr. A. P. Jayasinghe	44	Mr. S. M. Jayasinghe	54	Mr. S. M. Jayasinghe
35	Mr. A. P. Jayasinghe	45	Mr. S. M. Jayasinghe	55	Mr. S. M. Jayasinghe
36	Mr. A. P. Jayasinghe	46	Mr. S. M. Jayasinghe	56	Mr. S. M. Jayasinghe
37	Mr. A. P. Jayasinghe	47	Mr. S. M. Jayasinghe	57	Mr. S. M. Jayasinghe
38	Mr. A. P. Jayasinghe	48	Mr. S. M. Jayasinghe	58	Mr. S. M. Jayasinghe
39	Mr. A. P. Jayasinghe	49	Mr. S. M. Jayasinghe	59	Mr. S. M. Jayasinghe
40	Mr. A. P. Jayasinghe	50	Mr. S. M. Jayasinghe	60	Mr. S. M. Jayasinghe
41	Mr. A. P. Jayasinghe	61	Mr. S. M. Jayasinghe	71	Mr. S. M. Jayasinghe
42	Mr. A. P. Jayasinghe	62	Mr. S. M. Jayasinghe	72	Mr. S. M. Jayasinghe
43	Mr. A. P. Jayasinghe	63	Mr. S. M. Jayasinghe	73	Mr. S. M. Jayasinghe
44	Mr. A. P. Jayasinghe	64	Mr. S. M. Jayasinghe	74	Mr. S. M. Jayasinghe
45	Mr. A. P. Jayasinghe	65	Mr. S. M. Jayasinghe	75	Mr. S. M. Jayasinghe
46	Mr. A. P. Jayasinghe	66	Mr. S. M. Jayasinghe	76	Mr. S. M. Jayasinghe
47	Mr. A. P. Jayasinghe	67	Mr. S. M. Jayasinghe	77	Mr. S. M. Jayasinghe
48	Mr. A. P. Jayasinghe	68	Mr. S. M. Jayasinghe	78	Mr. S. M. Jayasinghe
49	Mr. A. P. Jayasinghe	69	Mr. S. M. Jayasinghe	79	Mr. S. M. Jayasinghe
50	Mr. A. P. Jayasinghe	70	Mr. S. M. Jayasinghe	80	Mr. S. M. Jayasinghe
51	Mr. A. P. Jayasinghe	81	Mr. S. M. Jayasinghe	91	Mr. S. M. Jayasinghe
52	Mr. A. P. Jayasinghe	82	Mr. S. M. Jayasinghe	92	Mr. S. M. Jayasinghe
53	Mr. A. P. Jayasinghe	83	Mr. S. M. Jayasinghe	93	Mr. S. M. Jayasinghe
54	Mr. A. P. Jayasinghe	84	Mr. S. M. Jayasinghe	94	Mr. S. M. Jayasinghe
55	Mr. A. P. Jayasinghe	85	Mr. S. M. Jayasinghe	95	Mr. S. M. Jayasinghe
56	Mr. A. P. Jayasinghe	86	Mr. S. M. Jayasinghe	96	Mr. S. M. Jayasinghe
57	Mr. A. P. Jayasinghe	87	Mr. S. M. Jayasinghe	97	Mr. S. M. Jayasinghe
58	Mr. A. P. Jayasinghe	88	Mr. S. M. Jayasinghe	98	Mr. S. M. Jayasinghe
59	Mr. A. P. Jayasinghe	89	Mr. S. M. Jayasinghe	99	Mr. S. M. Jayasinghe
60	Mr. A. P. Jayasinghe	90	Mr. S. M. Jayasinghe	100	Mr. S. M. Jayasinghe

SECOND SCHEDULE

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in clause 18 (iii) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this scheme.
 (b) No reimbursements will be made in respect of members of the family who have not been enrolled.
2. Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.
3. The Banks must be notified promptly, and in any event not later than on the first business day following admission to hospital.
4. Banks will be entitled to take out Insurance Policies covering reimbursements under this scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable the Banks to obtain reimbursement from the Insurance Companies. Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this scheme.
5. Employees shall uphold the principle of uberrima fides when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition, the employee will be liable to disciplinary action in accordance with the provisions set out in this agreement.
6. (a) The Bank will circulate by internal circular published from time to time a list of Hospitals/ Nursing Homes, expenses incurred at which, will be eligible for reimbursement under the scheme. Additions and / or deletions to this list will also be made by internal circular.
 (b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.
7. **Exclusions .-** The scheme shall not cover benefits / expenses :
 - (a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.
 - (b) Occasioned by or happening through,
 - (i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence Police, Security Force, Home Guard etc.
 - (ii) Attempted suicide, Alcoholism, Venereal Disease, Insanity and illnesses resulting from Acquired Immune Deficiency Syndrome.
 - (iii) Normal child birth or pregnancy subject to clause 18 (iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/ Hospital, will be on the employee who makes the claim.
 - (iv) Earthquake, Volcanic Eruption or Tidal Wave
 - (c) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.

- (d) In respect of Eye Tests or Dental Treatment.
- (e) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- 8. The benefits under this scheme shall not be cumulative and the words "any one Year" in clause 18 (iii) of the Agreement shall be deemed to be the period 1 st January to 31 st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- 9. In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in clause 18 (iii) of the Agreement.
- 10. (a) In respect of 2006, the full limits specified in Clause 18 (iii) of the Agreement or the pro-rata limits as specified in Clause 8 of this Schedule, whichever is lower, will apply subject to the provisions of paragraphs (b) and (c) hereunder.
- (b) The balance entitlement available for 2006 will be arrived at after deducting claims which have been reimbursed or which are accepted for reimbursement in the future with respect to hospitalization occurring between 1st December 2006, and the effective date of this Agreement.
- (c) In respect of hospitalization commencing prior to the effective date of this Agreement, the benefits accruing to the employees will be in accordance with the provisions of the Collective Agreement of 2004.

THIRD SCHEDULE

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

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

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

09-1073

My No.: CI/1768.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between CPC Agrifoods Ltd., No. 40, York Street, Colombo 01 of the one part and Commercial and Industrial Workers Union, No. 17, Barracks Lane, Colombo 02 of the other part on 13th March, 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.
20th August, 2007.

Collective Agreement No. 28 of 2007

AGREEMENT

This Agreement, entered into between CPC Agrifoods Ltd. a Company duly registered in Sri Lanka having its registered Office at No. 40, York Street, Colombo 1, (herinafter referred to as "the Employer") and the Commercial and Industrial Workers' Union, a Trade Union duly registered in Sri Lanka having its registered office at No. 17, Barracks Lane, Colombo 2, hereinafter referred to as the "Union".

WHEREAS the Union by their letter dated 26.09.2006 forwarded a list of demands to the Employer and after several meetings with the Union the Employer and the Union have now agreed on the following terms of settlement, it is hereby recorded as follows :

1. Title : This Agreement shall be known as CPC Agrifoods Ltd. and Commercial and Industrial Workers Union Wage Agreement on behalf of the Union members in CPC Agrifoods Factory at Katana.

2. Employers Covered and Bound. - This Agreement shall bind the CPC Agrifoods Ltd. hereinafter referred to as the Employer.

3. Union and Employees Covered and Bound. - This Agreement shall cover and bind the Commercial and Industrial Workers Union hereinafter referred to as the Union and members of the Union who are employed by the said employer in the Employer's aforesaid Factory.

4. Date of Operation and Duration. - This Agreement shall be effective from 1 st October 2006 and shall thereafter continue in force unless terminated by the party giving notice of termination in terms of the Industrial Disputes' Act subject to the condition that no party shall give notice to the other before 30 th September 2008.

5. General Terms and conditions. - (a) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.

- (b) The parties mutually agree that Union members' performance will be evaluated by the employer through the prevalent performance evaluation scheme, in order to give an opportunity to the members of the union to earn an additional increment to their basic wage depending on marks obtained by such member.
- (c) The Union having perused the said performance evaluation criteria on which the Union members are to be evaluated accepted the criteria unconditionally and agreed to its continued implementation.

6. Wages. - The wage revision applicable to the employees covered by this Agreement shall be as set out below :

- (i) With effect from 1 st October 2006 the wages of all employees currently in employment to-date shall be increased by a sum equal to Eight percent (8%) of the basic wage payable to such employee as at September 2006.
- (ii) In addition to the wage revision set out in (i) above, the employees will be eligible for a wage revision subject to an evaluation of their performance up to a maximum of 6% with effect from 1 st October 2006. The revision will be solely dependent on the performance evaluation conducted by the Management and the wage for the purpose of such revision will be the basic wage as at September 2006.
- (iii) With effect from 1 st October, 2007 the wages of all employees who received a wage revision in terms of (i) above, shall be increased by a sum equal to six percent (6%) of the basic wage payable to such employee as at September 2007.
- (iv) In addition to the wage revision set out in (iii) above, the employees will be eligible for a wage revision subject to an evaluation of their performance up to a maximum of 6% with effect from 1 st October, 2007. The revision will be solely dependent on the performance evaluation conducted by the Management and the wage for the purpose of such revision will be the basic wage as at September 2007.
- (v) The arrears of wages for the period of 1st October, 2006 to 31 st March, 2007 inclusive of consequential benefits thereon by way of EPF, ETF, overtime, based on the increase in terms of Clause 6(i) and (ii) above will be paid by the Employer to the employees in two the wage for the purpose of such revision will be the basic wage as at September 2007.
- (vi) The arrears of Wages for the period 1 st October, 2006 to 31 st March, 2007 inclusive of consequential benefits thereon by way of EPF, ETF, overtime, based on the increase in terms of Clause 6 (i) and (ii) above will be paid by the Employer to the

employees in two installments. The first installment will be paid by 10 th April 2007 and the second with employee wages for the month of May 2007.

7. The Union and its members agree and undertake that they will not during the operation of this Agreement seek to vary or alter any of the provisions contained herein or make any demands for a revision of wages or any other payment and shall not resort to any trade union action on such matters.

In Witness whereof the parties aforesaid have here unto set their hands at Colombo on this Thirtieth day of March 2007.

<p>For and on Behalf of The General Secretary General Secretary Name: <u>Dr. P. J. Jayasinghe</u> Signature: <u>[Signature]</u></p>	<p>For and on Behalf of The General Secretary General Secretary Name: <u>Dr. P. J. Jayasinghe</u> Signature: <u>[Signature]</u></p>
<p>For and on Behalf of The General Secretary General Secretary Name: <u>Dr. P. J. Jayasinghe</u> Signature: <u>[Signature]</u></p>	<p>For and on Behalf of The General Secretary General Secretary Name: <u>Dr. P. J. Jayasinghe</u> Signature: <u>[Signature]</u></p>