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No. 1738/2 – MONDAY, DECEMBER 26, 2011

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1801.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Seylan Bank PLC, No. 90, Seylan Towers, Galle Road, Colombo 03 of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 08th day of September 2011 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

V. B. P. K. WEERASINGHE,
Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
08th December, 2011,

Collective Agreement No. 39 of 2011

THIS COLLECTIVE AGREEMENT made this 8th day of September 2011 between Seylan Bank PLC having its office at No. 90, Seylan Towers, Galle Road, Colombo 03 (hereinafter referred to as “the Bank” or “the Employer” as relevant) 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 “the Union”)

OF THE OTHER PART

WHEREAS the Union made demands for a salary increase in respect of the employees covered and bound and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. **Parties To be Covered and Bound.**— This Agreement shall cover and bind the Seylan Bank, the Ceylon Bank Employees Union (the Union) and members of the Union employed on permanent contract of employment by the Bank and who are employed in the categories set out in Schedule I or in allied grades as at the date of this Agreement.

2. **Date of Operation and Duration.**— Unless otherwise stated elsewhere, this Agreement shall come into force on the 1st day of July 2011 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 30th day of November 2012. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st October 2012.

3. **Matters Covered and Bound.**—

- (a) This agreement shall be in full and final settlement of all matters covered herein 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.

4. **Revision of Salaries.**— It is agreed by the Bank to revise the salaries of employees covered and bound by a sum equal to 15.25% of the basic salary payable to an employee as at 30th June 2011 shall be added to the salary of an employee as at such time.

5. **Annual Increments.**— The Bank shall continue to make performance based annual increments to employees covered and bound based on the scheme applicable at present or as may be amended in future.

6. **Annual Bonus.**— It is agreed that the bank may pay bonus equivalent to two (2) months' basic salary as determined by the bank each year based on profits made during the year.

Without prejudice to the above, bank may decide and implement any other formula for bonus scheme for staff members.

7. **Profit Bonus.**— It is agreed that the Bank shall make a profit share bonus in the event of the Bank exceeding the set profit target of LKR 1,613 Mn (profit after tax) for the year 2011. The profit bonus scheme is aimed at sharing profits with staff and 30% of any profit made over and above the aforementioned figure will be distributed as a special bonus. This payment shall be made in addition to any other bonus paid to employees and is a one time offer applicable to 2011 profit only.

8. **Holiday Allowance.**— It is agreed that the bank shall continue to pay half a month basic salary per year as holiday allowance for all confirmed staff members who utilize their Annual Leave 7 continues working days in one installment.

9. **Fuel Reimbursement.**— It is agreed that the bank shall continue to reimburse fuel expenses considered as official travel for staff members as follows.

Grade	Entitlement (LKR)
EXO 1 to SMG	3,500/- per moth

10. **Annual Routine Medical Allowing (Non Hospitalization).**— It is agreed that the bank shall continue to pay routine medical allowance for staff members as follows.

Grade	Entitlement (LKR)
AMG/ MGR/SMG/CHM	18,000/-
EXO I,II/ESC	15,000/-
BKA I, II, SOF / SSC/SEC/TYP	12,000/-
GOA	10,000/-
ALL Grades	5,000/-
Spectacles or Dentures (once a year)	

11. **Risk Allowance.** - It is agreed that the bank shall continue to pay risk allowance as follows to the Tellers and Chief Tellers.

Position	Entitlement
Chief Teller	Rs. 75/- per day (Maximum LKR 1,500/- per month)
Tellers	Rs. 50/- per day (Maximum LKR 1,000/- per month)

12. **Difficult Station Allowance.** - It is agreed that the bank shall continue to pay difficult station allowances (subject to review) for the employees who serve in the following Branches/Extension Officers/Mobile Centres provided the home station of such employees are more than 35 km away from the Branches/ Convenient Centres.

Branches/Extension Offices/ Mobile Centres	Entitlement (LKR)
Trincomalee, Vavuniya, Dehiattakandiya, Ampara, Mannampitya, Jaffna Kathankuddy, Batticoloa, Nellyady Kilinochchi, Chavakachcheri, Mullaithivu, Manaar, Chankannai Padaviya, Udapuwa Tissamaharama	3,500/-
Embilipitiya, Hamabantota, Hingurakgoda, Beliatta, Nuwara-Eliya Bogawanthala, Polonnaruwa, Puttlam, Talawakelle. Welimada, Hatton	2,500/-
	2,000/-

13. **Reimbursement of Official Travelling Expenses.** - It is agreed that the bank shall continue to pay travelling allowance as follows

a. Using own Vehicles

Grade	Entitlement
EXO 11 (As Branch Managers)	Less than 100km @ LKR 30/- per km More than 100km @ LKR 35/- per km
AMG to SMG	Less than 100km @ LKR 30/- per km More than 100km @ LKR 35/- per km
LEOs	Less than 100km @ LKR 30/- per km More than 100km @ LKR 35/- per km

b. Using Company Maintained Vehicles

Officer who process official vehicle	LKR 20/- per km
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c. Travelling allowance for attending Training programmes/seminars

Grade	Entitlement
AMG/LEO III and above	LKR 750/- per 50 km or part thereof and LKR 500/- for distance between 25-50 km
EXO 11/ LEO11/ EXO1/ SOF and below	Actual train fare/bus fare (including intercity travelling)

14. **Subsistence and Lodging.** - It is agreed that the bank shall continue to pay subsistence and lodging allowance as follows

a. Subsistence

Subsistence for performing official duties outside 10 km or more from the employee's permanent station or residence whichever is closer based on the total time spent.

Grade	2-8 Hrs (LKR)	8-12Hrs (LKR)	12- 24 Hrs (LKR)
CHM/SMG	300/-	600/-	700/-
MGR/AMG	250/-	500/-	600/-
EXO 1, 11/ESC	200/-	400/-	500/-
BKA 1, 11, SOF/SEC	150/-	300/-	400/-
GOA	100/-	200/-	300/-

b. Subsistence and Lodging

Subsistence and Lodging Allowance on official duty is required to proceed beyond 40km from the place of work, or residence whichever is closer and is required to stay away from the permanent station overnight.

Grade	Entitlement (LKR)
CHM/SMG	2,800/-
MGR/AMG	2,300/-
EXO 1, 11/ESC	1,800/-
BAK 1, 11, SOF/SEC	1,550/-
GOA	1,300/-

15. **Disturbance Allowance.**- It is agreed that the bank shall continue to pay disturbance allowance to the staff members who are attending to special duty such as ATM Breakdowns etc. after 9.00 p.m. and before 6.30 a.m. on weekdays as follows and on holidays irrespective of set time limits. However, to attend this special duty on holidays, OT and OPA payment will not be applicable

Grade	Entitlement (LKR)
below BKA	150/- per event/day
BKA upto EXO 11	200/- per event/day
AMG and above	250/- per event/day

16. **Special Boarding Allowance.**- It is agreed that the bank shall continue to pay LKR 3,000/-for female employees working in branches beyond 35 Km from their respective home stations and where quarters have been provided for male staff.

17. **In Charge Allowance for Managers.**- It is agreed that the bank shall continue to pay in charge allowance for Branch Managers' as follows.

Branch	Entitlement (LKR)
Grade 1	4,500/-
Grade 2	3,500/-
Grade 3	3,000/-
Grade 4	2,500/-
Extension officers Mobiles	500/-

18. **Meal Allowance (On working Days).**- It is agreed that the bank shall continue to pay Meal Allowance for urgent work necessitating late hours as follows. (After 9.00 p.m.)

Grade	Entitlement (LKR)
SOF and below	200/-

19. **Out of Pocket Allowance.**- It is agreed that the bank shall continue to pay Out of Pocket Allowance for urgent work necessitating late hours on weekdays/holidays as follows.

a. Weekdays

Grade	Time/Hrs	Present Entitlement (LKR)
EXO 1, 11/ESC	7.00 p.m. Onwards	375/-
	9.00 p.m. Onwards	450/-
AMG and Above	7.00 p.m. Onwards	400/-
	9.00 p.m. Onwards	525/-

b. Holidays

Grade	Time/Hrs	Present Entitlement (LKR)
EXO 1, 11/ESC	Over 4 hrs	500/-
	Over 6 hrs	700/-
AMG and Above	Over 4 hrs	600/-
	Over 6 hrs	750/-

c. Additional Special Payment on Weekend Banking

Staff assigned by the Branches Manager as cadre for weekend banking, will be entitled for the following in addition to OPA on a holiday.

Grade	Entitlement (LKR)
EXO 1 and above	500/- per day

20. **Tea Allowance.**— It is agreed that the bank shall continue to pay Tea Allowance for attended to specially assigned work before 7.30 a.m.

Grade	Entitlement (LKR)
EXO 1 and above/ESC	150/-

21. **Private Telephone Rental and Call Charges.**— It is agreed that the bank shall continue to reimburse on a monthly basis telephone bills (rental, call charges, taxes and other charges) of fixed line phones rented from any telephone company to staff members of the following grades subject to the maximum limits stipulated below.

Grade	Entitlement (LKR)
CHM	1,250/-
SMG	1,100/-
MGR	1,000/-
AMG	800/-
EXO 11	300/-

22. **Surgical and Hospitalization Cover.**— It is agreed that the bank shall continue to pay Surgical and Hospitalization Cover to all permanent staff members of the bank as follows for any one event per year.

Grade	Entitlement (LKR)
All Grades	Per Employee/ Dependent 60,000/- each upto maximum of number of members in the family (inclusive of Room Charges 4, 000/- per day)

23. **Life Insurance Cover.**— It is agreed to continue that the all permanent staff members of the bank are covered under this scheme.

Grade	Entitlement (LKR)
SDGM/DGM/AGM	1,500,000/-
CHM/SMG	1,250,000/-
MGR/AMG	1,000,000/-
EXO 1, 11/ESC	750,000/-
Upto SOF	500,000/-

24. **Temporary Signing Authority Allowance.**— It is agreed that the bank shall continue to pay allowance for temporary signing powers exercised by staff members as follows.

Temporary Signing Authority	Entitlement (LKR)
"A" Grade	4,500/- per month
"B" Grade	2,500/- per month

25. Trade Union Action.—

a. matters Related and Covered in the Agreement

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

b. Matters Not Related and not Covered in this Agreement

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

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

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

27. Implementation and interpretation of this Agreement.—

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request 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.

28. **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.


29. **Definitions.**— In this Agreement, Unless the context otherwise requires, the following words and phrases shall have the following meanings.

Banks/Bank/Employer	Seylan Bank PLC
Employee	An employee covered and bound by this Agreement as set out in schedule 1 or in allied grades.
Parent Union	The Ceylon Bank Employees' Union.
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Seylan Bank PLC.
Dispute	A dispute shall have the same meaning as described in Industrial dispute Act No. 43 of 1950.
Salary	Shall mean the Basic Salary.

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 8th day of September 2011.


E Narangoda
Chairman
Seylan Bank PLC


Amarapala Gamage
President
Ceylon Bank Employees' Union


Kapila Ariyaratne
General Manager/Chief Executive
Seylan Bank PLC



Channa Dissanayake
Secretary
Ceylon Bank Employees' Union

E. Narangoda (Chairman) / ~~Chairman~~ / ~~Executive Director~~ /
K.P. Ariyaratne (Chief Executive Officer), duly appointed Attorneys
of SEYLAN BANK PLC under Power of Attorney No. 1726 dated
07.08.2011 attested by T. H. L. Jayaschana, Notary Public.

Witnesses:


S. J. Jebaratnam
Senior Deputy General Manager (HR)
Seylan Bank PLC


Mahinda Jayaweera
President
Ceylon Bank Employees' Union
Seylan Bank Branch Union


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


Ashirwada Perera
Secretary
Ceylon Bank Employees' Union
Seylan Bank Branch Union

Schedule 1

Categories of Employees Covered and Bound.

A- Non - Executives

1. Sub - Officer or allied grades
2. Banking Assistants or allied grades
3. General Officer Assistants
4. And, employees in grades allied to those stipulated in 1-3 above

B - Executives

1. Chief Manager
2. Senior Manager
3. Manager
4. Assistant Manager
5. Executive II
6. Executive I
7. And, employees in grades allied to those stipulated in 1-6 B above