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අංක 1847/45 – 2014 ජනවාරි 30 වැනි බ්‍රහස්පතින්දා – 2014.01.30

No. 1847/45 – THURSDAY, JANUARY 30, 2014

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Hatton National Bank PLC, 479, T. B. Jayah Mawatha, Colombo 10 of the one part and the Hatton National Bank PLC Officers Union, 24/16A, Sri Sangabo Road, Kawdana, Dehiwala of the other part on 24th day of December 2012 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,
17th January, 2013.

Collective Agreement No. 01 of 2013

This Collective Agreement made on this 24th day of December, 2012 between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at 479, T. B. Jayah Mawatha, Colombo 10, (hereinafter referred to as "the Bank")

of the One Part

and

The Hatton National Bank PLC Officers Union (HNB Officers' Union), a Trade Union duly registered in Sri Lanka and having its registered office at 24/16A, Sri Sangabo Road, Kawdana, Dehiwala (hereinafter referred to as "the HNB Officers' Union")

of the Other Part



WHEREAS THE HNB Officers' Union submitted proposals for a revision of salaries and other benefits in respect of their members among the employees covered and bound by this Collective Agreement and subsequent to negotiations between the Bank and the HNB Officers' 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 HNB Officers' Union and the employees and maintaining an efficient and productive working environment, the matters so agreed upon are set out hereunder.

1. **Parties to be Covered and Bound.**— This Agreement shall cover and bind Hatton National Bank PLC ("the Bank"), the Hatton National Bank Plc. Officers Union (the HNB Officers' Union) and members of the HNB Officers' Union employed by the Bank in the category of Junior Executives (hereinafter referred to as the "employees") for whom salary ranges have been prescribed in this Agreement.

2. **Date of Operation and Duration.**— This Agreement shall come into force on the 1st of April 2012 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st March 2015. The HNB Officers' Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2014.

3. **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 HNB Officers' Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the HNB Officers' 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 extend agreed.
- (b) The HNB Officers' 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. **Consolidated Salary.**—

- (a) With effect from 1st April 2012, each employee covered and bound by this Agreement shall be paid salaries in accordance with the salary ranges prescribed hereunder.

Junior Executive Grade 1	—	Rs. 48,500/- to Rs. 85,000/-
Junior Executive Grade 2	—	Rs. 50,600/- to Rs. 105,000/-
Junior Executive Grade 3	—	Rs. 57,500/- to Rs. 125,000/-

- (b) Annual increments will be based on performance in accordance with the performance appraisal scheme of the Bank subject to a minimum increment of a sum equal to 3% p.a. of an employee's salary subject to the condition that those who are rated as "Poor" will not receive any increment.
- (c) The scale of rating under the performance appraisal scheme to determine levels of performance of employees for the grant of annual increments will be as given below.

Outstanding	:	1 - 1.9	-	Achievement of not less than 90 %
Good	:	2 - 2.9	-	Achievement between 80 % and 90 %
Satisfactory	:	3 - 3.9	-	Achievement between 60 % and 80 %
Average	:	4 - 4.9	-	Achievement between 50 % and 60 %
Poor	:	5	-	Below 50 %

5. **Conversion to Revised salaries with effect from 1st April 2012.**— For the placement of an employee in the salary range as set out at clause (4) above with effect from 1st April 2012, the following provisions shall apply.

- (i.) A sum equal to 16% of the basic salary payable to an employee as at March 2012 shall be added to the basic salary paid to each employee in the month of April 2012.

6. **Incremental Date.**— The annual incremental date will be 1st April.

7. **Fuel Allowance.**— Employees will be entitled to receive a conveyance/fuel allowance in accordance with the amounts stated below.

Junior Executive Grade 1	—	a sum equal to 55 litres of petrol per month
Junior Executive Grade 2 and 3	—	a sum equal to 80 litres of petrol per month

8. *Holiday Allowance.*–

- (a) The Bank shall pay a lump sum allowance in accordance with the amounts stated below.

Junior Executive Grade 1 and 2	–	Rs. 32,500/- p.a.
Junior Executive Grade 3	–	Rs. 35,000/- p.a.

- (b) In the case of an employee promoted during the course of a year, the payment for a period of service less than a completed calendar year will be computed proportionately at the rate of 1/12th of such entitlement in respect of each completed month of service.

9. *Special Payments.*–

- (a) *Tea and Dinner Allowance*

Employees will be paid for work outside normal working hours on a normal working day as follows:

1 hour	–	Rs. 250/-
Up to 1 1/2 hours	–	Rs. 350/-
Up to 2 hours	–	Rs. 500/-
Up to 2 1/2 hours	–	Rs. 525/-
Up to 3 hours	–	Rs. 550/-
Up to 3 1/2 hours	–	Rs. 575/-

4 hours and above would be at the rate of Rs. 200/- for one full hour.

- (b) *Working on Holidays*

Where an employee works on a holiday he will be paid a sum of Rs. 400/- for each completed hour so worked.

- (c) *Disturbance Allowance*

- (i.) Employees reporting for work prior to 7.00 a.m. will be paid a sum of Rs. 1,250/- in respect of such day.
- (ii.) Employees required to perform work in relation to ATM breakdowns during non working hours including weekends and other holidays will also be entitled to a payment of Rs. 1,500/- in respect of each such instance.

- (d) *Pawning*

Employees engaged in duties relating to the pawning of articles in the Bank will receive an allowance of Rs. 175/- per day subject to a maximum allowance of Rs. 3,000/- per mensem.

10. ***Bonus.***– Without prejudice to the claim of the Bank that bonus payments are ex-gratia, the Bank will each year pay to every employee in service as at the date of payment covered by this settlement, a bonus of three months basic 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.

11. *Provident Fund.*–

- (a) *Rates of Contribution.* – The rates of contribution to the Provident Fund by the Bank shall be :–

Bank's contribution	-	12% (twelve per cent) of Salary
Employee's contribution	-	8% (eight per cent) of Salary

Provident Fund contributions shall be on the consolidated salary referred to at clause 5 hereof subject to the Rules of the Provident Fund.

- (b) *Interest on Provident Fund Contributions held by Banks.*– Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs. 100,000/= published by the National Savings Bank or HNB whichever is higher 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 Bank 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 up to 31st March 1992.

From 01.01.1971 to 31.12.1980	- 9% of gross salary
From 01.01.1981 on wards	- 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.

12. **Death Gratuity.** - On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two months' basic salary for each year of completed service subject to a minimum of nine months' basic 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.

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.

13. **Gratuity on Resignation/Termination Prior to Retirement.** - An employee shall, upon resignation/ termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses 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.

Completed years of actual service shall include only actual continuous service worked excluding absence/ leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.

14. **Promotions. -**

Grade I

- (a) Any employee promoted to the grade of Junior Executive from the Grade of Banking Assistant will be entitled to an addition of Rs. 1,000/- to his last drawn gross monthly salary as a Banking Assistant and he shall thereafter be placed within the salary range for junior Executives as provided for at clause (5) above. His salary and other entitlements will thereafter be in accordance with the provisions of this agreement.
- (b) On promotion, an employee will serve a period of probation of 06 months. This period shall be extendable by a period of 3 months. An employee who does not reach the required level for confirmation will be reverted to the post from which he was promoted.

Grade II

- (a) A junior Executive with 3 year's service in Grade 1, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers, will be promoted to Grade 2 in the Junior Executive grade.
- (b) A Junior Executive in Grade I who is not eligible for promotion to Grade 2 in terms of (a) above, will be considered for promotion to Grade 2 subject to completion of 5 year's service in Grade 1 and a good all round record of service.
- (c) A Junior Executive in Grade 1 shall on promotion to Grade II receive an increase of Rs. 2,000/- in his monthly basic salary with effect from the date he is so promoted.

Grade III

Following principles shall apply to the promotion of an employee from Grade II to Grade III

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade III subject to an application being made by the employee.
- (b) *An employee eligible to make such application will be -*
 - (i) A Junior Executive with 3 years' service in **Grade 2**, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
 - (ii) A Junior Executive in **Grade 2** who is not eligible for promotion to **Grade 3** in terms of (i) above, will be considered for promotion to **Grade 3** subject to completion of 5 years' service in **Grade 2** and a good all round record of service.
 - (iii) A Junior Executive in **Grade 2** shall on promotion to **Grade 3** receive and increase of Rs. 3,000/- in his monthly basic salary with effect from the date he is so promoted.
- (c) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Resources Division.

15. Annual Leave, 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) Availment.- The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.
 - (iii) 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 Bank.
 - (b) For the purpose of attending on a family member who is seriously ill.
 - (c) For travel abroad for which purpose one month's prior notice shall be given.
 - (d) For marriage of the employee.
 - (e) 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) 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 of 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.- The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness *not* supported by a Certificate from a Registered Medical Practitioner.

- (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
- (b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.
- (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, hospitalisation 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 hospitalisation 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 Bank will be entitled after inquiry and advising the employee concerned to refuse to pay and/or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances:
 - (a) where the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of an employee, or
 - (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/or reason for absence of the employee.
 - (c) *Casual Leave.*- An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

16. *Retirement.*-

- (a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Bank 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 Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his HNB Officers' 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.
- (c) 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) is entitled to a pension or any other superannuation scheme introduced by the Bank in lieu of Pension. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the preacceptance of pension or a benefit under any other superannuation scheme introduced by the Bank in lieu of such pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

17. *Suspension.*-

- (a) Where an employee is suspended pending a disciplinary inquiry on investigations he will subject to the provisions of sub-clauses (b) and (c) 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.

- (b) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (c) 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.

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

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall subject to sub-clause (k) (iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence a inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the HNB Officers Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the HNB Officers' Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to Executive Committee Member of the HNB Officers' Union employed in the Bank 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 HNB Officers' Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a defending employee or Observer who obstructs the Inquiry to withdraw therefrom and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.
- (g) The HNB Officers' 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. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the HNB Officers' Union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature.

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

19. Medical Scheme.-

- (i) Reimbursement of Medical Expenses for Non-Hospitalization Expenses

The Bank will reimburse an employee up to a maximum of Rs. 30,000/- in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 and the parents of the employee in respect of routine non-hospitalizations/nonsurgical 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 unutilized portion of the allocation for the year could be utilized during a period of three years subject to valid bills being submitted as aforesaid.

- (ii) The Bank will further reimburse a sum upto a maximum of Rs. 12,500/- on a non-cummulatimve basis for Medical Reports in respect of a Annual Health Checkup only for the employees over 40 years of age subject to the following
- (a) The entitlement could be utilized only once in 12 months.
 - (b) The medical tests specified in the Annexure 1 must be carried out concurrently to be entitled for reimbursement. No part reimbursements will be made.
 - (c) The Claim Form accompanying the bills should be forwarded to the Centralized Payroll Division, Head Office for payment.

(iii) Special Non-Hospitalisation and Non-surgical Expenditure

The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum as stipulated below for specific purposes as mentioned hereinafter on behalf of the employee and not on behalf of his family members:

(a) Spectacles	-	Rs. 15,000/-
(b) Dentures & Nerve Fillings	-	Rs. 10,000/-
(c) Hearing Aids	-	Rs. 10,000/-

Subject to valid documentation as in the case of (i) above and subject to the provisions 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 form a Medical Eye Specialist. In case of Spectacles an employee is also entitled to replace the lenses only within the overall limit of Rs. 15,000/-. Provided further however, in the case of employees over the age of 50 years, a claim for spectacles may be allowed once in two years.

(iv) 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 - Standard A/C Room charge per day
Government Hospital Allowance. - Rs. 2,000/- per day
- (b) Emergency Treatment Travel expenses (maximum) - Rs. 2,500/-
* The rate is Rs. 30/- pe kilometer
- (c) Overall Limit for any one event - Rs. 175,000/-
- (d) Overall limit for any one year - Rs. 200,000/-

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 once in a period of three years.

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

(v) Maternity Grant

- (a) An employee who is married will be entitled to a grant of Rs. 12,000/- in respect 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 hospitalisation expenses, for maternity, an employee shall not be entitled to the grant in terms of (i) above.

20. Trade Union Action**(a) Matters Related and Covered in the Agreement**

The HNB Officers' 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 HNB Officers' 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 or any matter not related to this Agreement until -

- (i) The HNB Officers' Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank.
- (ii) The HNB Officers' Union has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the HNB Officers's 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 General of Labour.

21. HNB Officers' Union Check off

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

22. Implementation and Interpretation of this Agreement

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

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

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

Bank	-	Hatton National Bank PLC
Employee	-	an employee covered and bound by this Agreement.
Employer	-	Hatton National Bank PLC
HNB Officer' Union	-	Hatton National Bank PLC Officers' Union

Dispute – A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between the Bank and HNB Officers' Union.

Words importing the masculine gender shall include the feminine

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

The First Schedule

- (1) (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 19 (iv) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

- (2) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.
- (3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- (4) The Bank will be entitled to take out Insurance policies covering reimbursements under this Scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
- (5) Employees shall uphold the principle of *uberrima fide* when making declarations and submitting claims under this Scheme and any deviation would disqualify the employee from receiving any benefit under this Scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set-out in this Agreement.
- (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 finishing 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 licenced standard type of civil Aircraft operated by a recognise 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 1st January to 31st December. In the Case of employees who joining 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.

ANNEXURE 1

**HEALTH CHECKUP FOR STAFF MEMBERS OVER 40 YEARS OF AGE
CLAIM FORM**

 **EPF NO** **Branch/Department**

**Name with initials
(Mr./Mrs./Miss.)**

Age **Category** **Amount**
(Please tick "X")

Haemogram	
Haemoglobin	
P.C.V.	
R.B.C.	
MCHC MCV MCH	
Total W.B.C.	
E.S.R.	
Peripheral Smear	
Biochemical Parameters	
Fasting & PP Blood Sugar	
Urea	
Creatinine	
Uric Acid	
Lipid Profile	
Total Cholesterol	
HDL Cholesterol	
LDL Cholesterol	
Triglycerides	
Total Cholesterol/HDL Ratio	
Liver Function Tests	
Total Protein	
Albumin	
Globulin	
SGPT	
Alkaline Phosphatase	
GGTP	
SGOT	
Serum Bilirubin	
General Tests	
VDRL	
Blood Grouping & Rh typing	
Complete Urine Analysis	
Stools Test	
Pap Smear for women/ P.S.A. for men	
E.C.G.	
Chest X-Ray	
Ultrasonogram of the Abdomen	
Cardiac Stress Analysis (CSA/TMT)	
Pulmonary Function Test (PFT)	

I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me. I also declare that I have not made a claim under the Health Checkup for the past 12 months.

.....

In witness hereof the said parties have set their hands hereunto on this 24th day of December 2012 at Colombo.

<p></p> <p>For and on behalf of Hatton National Bank PLC</p> <p>Name : J R P M Paiva Designation : Deputy General Manager Human Resources & Administration</p>		<p></p> <p>For and on behalf of Hatton National Bank Plc Officers' Union</p> <p>Name : D I V Senadhira Designation : President</p>
<p></p> <p>R L P Peiris Director General Employers' Federation of Ceylon</p>	<p></p> <p>F Mohamed General Secretary Hatton National Bank Plc Officers' Union</p>	
<p><u>Witness</u></p>		
<p></p> <p>U P P Gooneratne Senior Manager - Industrial Relations Hatton National Bank PLC</p>	<p></p> <p>G C Mendis Manager - Industrial Relations Hatton National Bank PLC</p>	
<p></p> <p>B V F Mendis Executive Committee Member Hatton National Bank Plc Officers' Union</p>	<p></p> <p>T M P Peiris Executive Committee Member Hatton National Bank Plc Officers' Union</p>	

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ace Freight Management (Pvt) Ltd., No. 315, Vauxhall Street, Colombo 02 of the one part and the Ceylon Mercantile, Industrial and General Workers' Union (CMU), 22nd Lane, Colombo 3 of the other part on 13th day of August 2013 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.
17th January, 2014,

Collective Agreement No. 21 of 2013

AGREEMENT

AGREEMENT entered into between Ace Freight Management (Pvt) Ltd, a Company duly registered and having its registered office at 315 Vauxhall Street, Colombo 2 and hereinafter referred to as "the Employer" and the Ceylon Mercantile, Industrial and General Workers Union (CMU), a Trade Union duly registered and having its registered office at 3, 22nd Lane, Colombo 3, and hereinafter referred to as "the Union" on this 13th day of August Two Thousand and Thirteen.

WHEREAS the Union made certain demands of the Employer for the revision of terms and conditions of employment of their members employed by the Employer and parties have after negotiations arrived at the following terms of settlement:

1. **Parties covered and bound.**— The terms of this settlement shall cover and bind the Employer, the Union and members of the Union employed on monthly contracts by the Employer in the Engineering or Motor Transport Trade.

2. **Effective Date / Duration.**— This employer Agreement shall take effect from 1st July 2013 and shall continue in force, unless terminated by either party with one month's written notice to the other provided however that neither party shall give notice to each other prior to 31st May 2015 nor the Agreement shall stand terminated until 30th June 2015.

3. **Salaries.**— The monthly basic salary of employees covered by this agreement will be revised by 11% based on the employee's salary as at July 2013.

4. **Annual Incremental Rates.**— It has been agreed by the Employer to implement the revised annual incremental scheme for the respective categories covered and bound as follows;

Unskilled Rs. 125/- Semi-skilled Rs. 150/- Skilled Rs. 175/- Charge Hand Rs. 200/-

The above rates are the minimum payable and the employer reserves the right to grant additional increments to the respective categories based on their performance.

5. **Notional Arrears.**— By way of Notional Arrears the employer will grant each employees a sum equal to 11% of salary as at 1st July 2013 multiplied by 3. The payment of Notional Arrears will not constitute a part of an employee's salary for any purposes such as Provident Fund, Trust Fund contributions, Overtime or such like.

6. **Trade Union Action.**— The Employer Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance in force of this Agreement attempt to seek to vary in any manner any of the terms and conditions agreed upon herein and the union and its members shall not resort to any form of Trade Union Action in relation to any dispute connected with or arising out of any matter covered by this Agreement.

7. **Working Week.** - It is agreed by employees covered and bound that henceforth their work week shall consist of 5 1/2 days (5 days from Monday to Friday and 1/2 day on Saturday). Accordingly, it is also agreed that they shall not be entitled to overtime payments in case they are called upon to work on Saturdays, which shall now be a short working day.



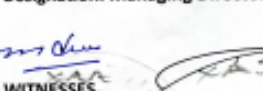
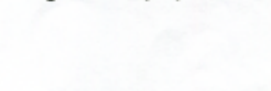
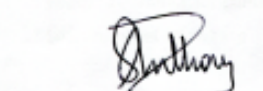

8. **Bonus.** - The employees covered and bound by this Agreement shall be eligible to receive the equivalent of 4 months' salary as annual bonus.

9. **Monthly Allowances.** - It is hereby agreed that the employees covered and bound shall henceforth not receive the following allowances.

- * Fork Lift Operator allowance
- * Fork Lift Maintenance allowance
- * Special allowance for containers repair division staff
- * Season/Ticket allowance

10. **Reimbursement of Medical Expenses.** - It has been agreed by the management that with effect from 1st July 2013 employees covered and bound shall be eligible to reimburse medical expenses in lieu of OPD treatment up to Rs. 12,000/- per annum.

In witness whereof parties have set their hand hereunto on this 13th day of August Two Thousand and Thirteen, at Colombo.

<p>For and on Behalf of ACE FREIGHT MANAGEMENT (PVT) LTD</p>  <p>Name: N.P. Wakwella</p> <p>Designation: Managing Director</p>	<p>For and on Behalf of CEYLON MERCANTILE, INDUSTRIAL & GENERAL WORKERS' UNION (CMU)</p>  <p>Name: M.S. Jayakody</p> <p>Designation: Deputy General Secretary</p>
<p>WITNESSES</p> <p>1. </p> <p>Name: A.M.M. Amir</p> <p>Designation: Vice President</p>	<p>1. </p> <p>Name: S. Jayarathnam</p> <p>Designation: Branch President</p>
<p>2. </p> <p>Name: C.A.S. Anthony</p> <p>Designation: Assistant Vice President.</p>	<p>2. </p> <p>Name: D.A.N. Nishantha</p> <p>Designation: Branch Secretary</p>