

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 Commercial Banks (Collective Agreement of 2000) (Collective Agreement No. 04 of 2000) which came into effect on 1st April 2000 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, cooperation 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 (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 2003 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 2006. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2005.

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 Commercial Banks Collective Agreement of 2000 (Collective Agreement No. 04 of 2000) 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 2003 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 10% of the gross salary (salary plus cost of living allowance) payable to an employee as at March 2003 shall be added to the salary of an employee as at such time.
- (ii) To the sum arrived at in terms of sub-clause (i) above, a sum equal to Rs. 1,375 to represent the difference between the CCPI index of 1900.0 and 2400.0 (the point at which the salary scales in Schedule I have been consolidated) shall be added.
- (iii) To the Sum arrived at in terms of sub clause (ii) above, Rs. 100 shall be added on account of the married allowance hitherto payable, which thereafter shall stand withdrawn and, each employee shall be placed on the corresponding point in the category and grade applicable to him on the salary scale in the First Schedule, or if there is no such corresponding point, on the next higher point on the said scale.
- (iv) Every employee in employment as at the date of this Agreement shall also receive a further 5% increase calculated on the gross salary as at 31st March 2003 with effect from the 1st April 2004, 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.
- (v) Every employee in employment as at the date of this Agreement shall also receive a further 9% increase calculated on the gross salary as at 31st March 2003 with effect from the 1st April 2005, 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.

7. **Allowances.** - (a) COST OF LIVING ALLOWANCE

- (i) The cost of living allowance shall be paid to employees from the 1st April 2003 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 1st April 2003 onwards, shall be set off against the arrears payable to an employee.

(b) CASHIERS' RISK ALLOWANCE AND TELLERS' ALLOWANCE

- (i) With effect from 1st February 2004, where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs. 650, 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. 350 only.
- (ii) With effect from 1st February 2004, 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 Cashiers' Risk Allowance and the Tellers' 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 Cashiers' 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 1st 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 February 2004 Rs. 150 per day, and if required to report before 6.30 a.m. shall receive Rs. 200 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 1st April 2003 and the date hereof shall be entitled to his pension calculated on the basis of the salary in terms of clause 6(i) and 6(iv) 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 2003 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 1/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 2003 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 1 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) of the Institute of Bankers, Sri Lankak, 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. **Redesignation 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 an 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 Bank 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 qualifications, age and any other particular criteria required for such job as determined by the Banks.
- (ii) Any peon or labour whose record of service, conduct and attendance has been satisfactory, with more than four years of service with the Bank who has necessarily completed the first part of the Chartered Institute of Banker (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 education 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