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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI / 564.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Bank of Ceylon, No. 04, Bank of Ceylon Mawatha, Colombo 01 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part of 21st January, 2004 is hereby published in terms of section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
29th March, 2004

Collective Agreement No. 07 of 2004

COLLECTIVE AGREEMENT Between Bank of Ceylon of No. 4, Bank of Ceylon Mawatha, Colombo 1 of the One Part And Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10, of the other Part

This Collective Agreement is made on this 21st day of January 2004 by and between the Bank of Ceylon of the one part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the other Part (hereinafter referred to as "the Union")

Title.— This Agreement will be known and referred to as "BANK OF CEYLON COLLECTIVE AGREEMENT With THE CEYLON BANK EMPLOYEES UNION FOR THE PERIOD FIRST JANUARY TWO THOUSAND THREE TO THIRTY FIRST DECEMBER TWO THOUSAND FIVE, (01.01.2003 TO 31.12.2005)"

Employers To Be Covered and Bound.— This Agreement shall cover and bind the Bank of Ceylon, which is a party to this Agreement.

Employees To Be Covered And Bound.— This Agreement shall cover and bind members of the Ceylon Bank Employees' Union in employment with the Bank and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annex hereto.

Date Of Operation And Duration.— This Agreement shall come into force on First January Two thousand three (1st January 2003) and thereafter continue to be in force, unless it is determined by either party giving six months notice in writing to the other provided, however that no party shall give such notice to the other party before the 1st day of July 2005 and such notice shall not expire before the 31st day of December, 2005.

4. Matters covered and variation of terms and conditions of employment and benefits.—

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Unions, the Officers' Association and reach finality on or before 30th April, 2004. After an agreement has been arrived at, as regards non-salary benefits the terms and conditions of same shall be annexed to this agreement, which shall form an integral part thereof.
- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. Salary Components.— As from 01.01.2003 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprise the following components.

- (a) Fixed Component linked to "Basic Salary" and related allowances.
- (b) Variable Component linked to performance.

5.1 FIXED COMPONENT.— The Fixed Component comprise the following items:—

- (i) Rationalized Basic salary as set out in the Annex 1 hereto. (Those reaching the maximum of the salary scales of the highest category in each grade marked (f) against in the Annex 1 and all Officer Grades will be entitled for increments continuously not withstanding the maximum point given in the salary scales).
- (ii) Allowances.
- (a) In addition to the rationalized basic salary, the following allowances will be paid, effective from 01.01.2003.
 - (i) Cost of Living Allowance as per item (b) below.
 - (ii) Rent Allowance as per item (c) below.
 - (iii) 10% of rationalized Basic salary, Rent Allowance and Cost of Living Allowance.
- (b) The Cost of Living Allowance at the rate of Rs. 2.75 will be frozen as at December, 1999 at the index point of 2404.9 Commencing January 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/- , If the Index point drops below the December, level i.e. 2404.9 the computation should be at the rate of Rs. 2.75 per point.
- (c) The Rent Allowance, which will be 20% of the rationalized Basic Salary with a minimum of Rs. 1400/-.

5.2. Variable Component.— Basis of determination of Variable Component will be decided upon in the course of time.

6. **Taxes On Emoluments.**— The taxes on emoluments will be resolved in consultation with the Ministry of Finance.

7. **Conversion of the Basic Salary.**—

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

e.g. — An employee who had been on the 5th step of the scale as at 31.12.2002 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2003.

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

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

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

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

For and on behalf of the

BANK OF CEYLON
(Signed)
Chairman

S. N. P. PALIHENA
General Manager.

For and on behalf of the

CEYLON BANK EMPLOYEES' UNION.
M. R. SHAH
President.

GAMINI KARUNARATNE,
General Secretary.

WITNESS TO THE ABOVE SIGNATORIES.

J. B. V. FERNANDO
Deputy General Manager
(Human Resources Development)

A. D. K. GURUGE
Asst. Secretary

COLLECTIVE AGREEMENT OF STATE BANKS 2003-2005
REVISED SALARY SCALES

<i>Grade</i>	<i>Present (2000)</i>	<i>Revised (2003)</i>
Manager (F)	10480–18680 410/- × 20	15150–25750 530/- × 20
Assistant Manager (F)	8650–14750 305 × 20	12750–20850 405 × 20
Executive Officer (F)	6500–10800 215/- × 20	9900–15600 285/- × 20

COLLECTIVE AGREEMENT OF STATE BANKS 2003-2005 (Contd.-)
Revised Salary Scales

<i>Grade</i>	<i>Present (2000)</i>	<i>Revised (2003)</i>
Officer Trainee	6000	9000
Junior Executive Officer (F)/ Secretary III (Closed Service) (F)	5600-9100 175/- × 20	8650-13250 230/- × 20
Staff Assistant III (F)/ Secretary III (F)	4960-7460 125/- × 20	7750-10950 160/- × 20
Telephone Operator III (F)/ Secretarial Assistant III (F)/Secretary II (Close Service)	4700-6900 110/- × 20	7400 x 10400 150/- × 20
Secretary II/Staff Assistant II	4450-6650 110/- × 20	7100 x 10000 145/- × 20
Telephone Operator II/Secretarial Assistant II/Secretary I (Close Service)	4225-5925 85/- × 20	6900-9100 110/- × 20
Skilled Labourer III (F)/ Junior Security Officer (F) Driver III (F)	4300-6400 105/- × 20	6950-9650 135/- × 20
Watcher III (F)/ Office Assistant III (F)/ Security Assistant II/Driver II/ Skilled Labourer II	4000-5800 90/- × 20	6600-8800 110/- × 20
Secretary I/ Staff Assistant I	4050-5850 90/- × 20	6650-8850 110/- × 20
Telephone Operator I / Secretarial Assistant I	3950-5250 65/- × 20	6510-8210 85/- × 20
Watcher II / Office Assistant II/ Security Assistant I / Driver 1 / Skilled Labourer 1 /M D A III (F)	3750-5250 75/- × 20	6250-8250 100/- × 20
Watcher 1 / Office Assistant 1 / Multy Duty Assistant II	3500-4600 55/- × 20	5875-7375 75/- × 20
Multy Duty Assistant I	3250-4250 50/- × 20	5580-6980 70/- × 20

Allowances payable in addition to the Basic Salary:

1. Rent Allowance (20% of Basic Salary, MIN-Rs. 1400/-)
2. The Cost of Living Allowance at the rate of Rs. 2/75 will be frozen as at December 1999 at the point of 2404.9. Commencing January 2000 every one point over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed to Rs. 3/- If the Index point drops below December level i.e. 2404.9 the computation will be at the rate of Rs. 2/75 per point.
3. 10% of Basic Salary, Cost of Living Allowance and the Rent Allowance. F6 21.01.04.

My No.: CI/113.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between Ceylon Cold Stores Limited, No. 01, Justice Akbar Mawatha, Colombo 02 of the one part and Sri Lanka Nidahas Sewaka Sangamaya, 301, T. B. Jayah Mawatha, Colombo 10 of the other part on 23rd February, 2004 is hereby published in terms of section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
26th April, 2004.

Collective Agreement No. 08 of 2004

THIS COLLECTIVE AGREEMENT made and entered on this 23rd day of February Two Thousand and Four takes effect from the First day of August, Two Thousand and Three pursuant to the industrial Disputes Act, between **Ceylon Cold Stores Limited**, a Public Limited Liability Company duly registered in Sri Lanka, and having its registered office at No. 1, Justice Akbar Mawatha, Colombo 2 (hereinafter referred to as “**the employer**”) of the One part and the, **Sri Lanka Nidahas Sevaka Sangamaya**, a Trade Union duly registered under the Trade Unions Ordinance in Sri Lanka having its registered office at 301, T. B. Jayah Mawatha, Colombo 10, (hereinafter sometimes referred to as “**the Union**”) of the Other Part.

WITNESSETH and it is hereby agreed between the parties as follows:

PART I

1. **Employer to be Bound.**– This Agreement shall bind Ceylon Cold Stores Limited at whose work places members of the Union are employed in a Manual or Labouring capacity in the Engineering Trade, Motor Transport Trade, Ice and Aerated Waters Trade and all other trades in that work place or places in the classes, grades or skills of employee enumerated in the first schedule hereto.

2. **Employees to be Covered and Bound.**– This Agreement shall cover and bind the members of the Union who are employed by the Employer in a Manual or Labouring capacity in the Engineering Trade, Motor Transport Trade, Ice and Aerated Waters Trade and all other trades in that work place or places in the classes grades or skills of employee enumerated in the first schedule hereto and who are employed on monthly contracts of employment by the Employer.

3. **Earlier Collective Agreement.**– The provisions of this Agreement shall supersede and replace all terms, which have applied in the past in terms of any Collective Agreement.

4. **Date of Operation and Duration.**– This Agreement which shall be effective as from the First day of August Two Thousand and Three, and shall continue in force unless otherwise determined by either party with six month’s notice to the other, subject to the following provisions:

- (a) THAT one party hereto shall not give such notice to the other party before 28th February 2006, and such notice shall not expire before the 31st July 2006.
- (b) THAT in the event of a reduction in par value of the Sri Lanka rupee under any provision of law, a party shall be at liberty to abrogate this Agreement by giving one month’s notice in writing to the other in terms of the Industrial Disputes Act.

5. **General Terms and Conditions of Employment.**– During the continuance in force of this agreement, the terms and conditions of this Agreement shall be deemed to be included in each contract of service between the Employer bound by this agreement and an Employee covered and bound by this agreement, whether such contract of service be written or oral, which was subsisting on the date hereof or which shall come into being at any time after the date hereof during the continuance in force of this Agreement.

6. Probation.— Every Employee recruited by the Employer shall serve a period of probation of not more than six (06) months, provided however, that if during the six (06) months probationary period the Employer is not satisfied with the progress of such Employee, the probationary period may be extended for a further period of three (03) months and in that event, the Employer shall indicate to the Employee in writing the reasons why the probationary period has been extended. During the period of probation or extended probation, the Employer shall have the right to terminate the services of the Employee without notice. If the Employee's services are not terminated for unsatisfactory service during the period of probation or extended probation and the Employee has not been confirmed in the Employer's service with effect from the day after the day on which the period of probation or extended probation as the case may be has ended.

7. Attendance.— (1) Unless otherwise specifically instructed by the Employer an Employee shall present himself for work on every day (other than a holiday) at the usual starting time of the store, factory, mill or job and shall there remain available for work throughout the normal working hours.

- (2) If, at a store, factory, mill or job, work is temporarily not available for an Employee in his own occupation, he shall be deemed to be ready and willing to perform work within his capacity and skill in any other occupation at any other work site of the Employer where work is available.
- (3) Irregular attendance or unpunctuality of an Employee shall constitute neglect of duty for which he shall be liable to appropriate disciplinary action.

8. Hours of Work.— The normal working hours shall be those hours which are customarily worked at a store, factory, mill or job in the establishment of the Employer bound by this Agreement and shall include shift work arrangements as may be operated subject to work exigencies. The work arrangements are also subject to the written understanding (reference: CI/113/2004) reached between the employer and the union on 19.2.2004 before the Commissioner of Labour (Industrial Relations).

9. Deduction of Wages.— Unless for good cause shown to the satisfaction of the Employer, an Employee fails to hold himself available for work throughout the normal working hours of each working day he shall forfeit and the Employer shall be entitled to deduct his wages for the period from the time at which such failure occurs until he is again available for work.

10. Overtime.— (1) If required and authorised by the Employer, an Employee shall work reasonable overtime on the normal working day as well as on the short working day. Refusal to work reasonable overtime in the absence of a satisfactory explanation, which is acceptable to the Employer, shall constitute neglect of duty for which an Employee shall be liable to appropriate disciplinary action.

(2) Overtime work, (i.e. work performed in excess of normal working hours) shall be remunerated at one and one-half (1.5) times the normal hourly rate ascertained in accordance with the provisions of Clause 20 (a) hereof.

11. Weekly Holidays.— (1) In respect of each week, every Employee shall be allowed a holiday in that week as the weekly holiday. Provided, however, that if any Employee has not worked for a period of at least twenty-eight (28) hours, exclusive of any period of overtime work during that week, he shall be liable to forfeit and the Employer shall be entitled to deduct one day's wage in respect of the weekly holiday for that week computed in accordance with the provisions of Clause 20 (b) hereof.

(2) In computing the period of twenty-eight (28) hours referred to in Sub-Clause (1) the Employer shall include—

- (a) every holiday allowed by the Employer to the worker as annual holiday,
- (b) every public holiday granted by the Employer in terms of Clause 13 hereof, and
- (c) every day's absence on any ground approved by the Employer.

(3) The Employer may employ any Employee on his weekly holiday subject to the following conditions:

- (i) A day within the six days next succeeding such weekly holiday shall be allowed to that employee, as a holiday with remuneration. Provided, however, that if any Employee who is employed on his weekly holiday is liable to forfeit, and the Employer is entitled to deduct one day's wage in respect of that weekly holiday as provided in sub-clause (1), then and in such event that employee shall forfeit and the Employer shall be entitled to deduct one day's wage computed in accordance with the provisions of Clause 20 (b) hereof in respect of the holiday which shall be allowed to that Employee within six (06) days of that weekly holiday. Provided further that in respect of not more than two (02) such weekly holidays in any one calendar month, the Employer may with the consent of the worker—