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අංක 1524/6 – 2007 නොවැම්බර් 20 වැනි අඟහරුවාදා – 2007.11.20

No. 1524/ 6 – TUESDAY, NOVEMBER 20, 2007

(Published by Authority)

PART I : SECTION (I) – GENERAL Government Notifications

My No. : CI/113 (B).

CORRECTION OF THE COLLECTIVE AGREEMENT No. 07 OF 2007 THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

The Collective Agreement entered into between the Ceylon Cold Stores limited, No. 01, Justice Akbar Mawatha, Colombo 02 of the one part and Ceylon Mercantile, Industrial and General Workers' Union (CMU), No. 03, 22nd Lane, Colombo 03 of the other part on 26th March, 2007 which was published as Collective Agreement No. 07 of 2007 in the *Gazette* of the Democratic Socialist Republic of Sri Lanka, No. 1507/19 of 26/07.2007 in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956). is hereby corrected as the Collective Agreement No. 13 of 2007.

D. SOMAWEERA EDIRISINGHE,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
24th October, 2007.

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My No.: CA/ Plantation/ 02/ 2007.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, No. 385, J3 Old Kotte Road, Rajagiriya of the one part and Ceylon, Workers' Congress, No. 72, Ananda Coomaraswamy Mawatha, Colombo 07, Lanka Jathika Estate Workers' Union, No. 60, Bandaranaikepuram, Sri Jayawardenapura Mawatha, Rajagiriya and Joint Plantations Trade Union Centre, No. 618 - 1/2, Galle Road, Colombo 03 of the other part on 10th October, 2007 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
24th October, 2007.

Collective Agreement No. 37 of 2007




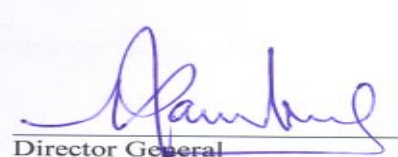
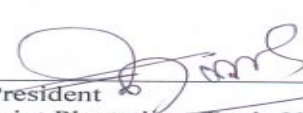
PLANTATION WORKERS WAGES COLLECTIVE AGREEMENT

This Agreement made and entered into between the Employers' Federation of Ceylon, having its registered office at No. 385 J3 Old Kotte Road, Rajagiriya of the First Part (hereinafter called and referred to as the party of the First Part, which term shall mean and include the member Companies whose names are mentioned in the annexed Schedule) and the Ceylon Workers' Congress, having its registered office at No. 72 Ananda Coomaraswamy Mawatha, Colombo 07, the Lanka Jathika Estate Workers Union, having its registered office at No. 60, Bandaranaikepuram, Sri Jayawardenapura Mawatha, Rajagiriya and the Joint Plantations Trade Union Centre, having its registered office at No. 618-1/2 Galle Road, Colombo 03 of the Second Part (hereinafter jointly and severally called the party of the Second Part).

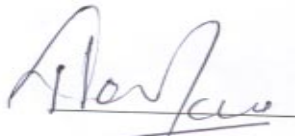
Further to the discussions held before His Excellency The President and the Hon. Minister of Labour Relations and Manpower, between the party of the First Part and the party of the Second Part to review the composition of the remuneration package incorporated in the Agreement dated 19th December 2006 (Collective Agreement No. 37 of 2006), the said parties have mutually agreed to amend the remuneration package applicable to the employees as follows :


1. The employees working on daily rates of pay in a manual capacity shall with effect from 1st November 2007 receive the following remuneration package.
 - A. TEA
 - i. A daily wage of Rs. 200/- on which EPF and ETF benefits shall be paid.
 - ii. A daily Price Share supplement of Rs. 20/-
 - iii. A daily Attendance Incentive of Rs. 70/- to workers whose attendance is 75% and over of the number of days work offered per month. In computing the out turn, Sundays and holidays will not be taken into account.
 - iv. The payment referred to at (ii) and (iii) above shall not constitute part of an employee's earnings for the payment of any consequential benefits thereon.
 - B. RUBBER
 - i. A daily wage of Rs. 200/- on which EPF and ETF benefits shall be paid.
 - ii. A daily Price Share supplement of Rs. 20/-
 - iii. A daily Attendance Incentive of Rs. 70/- to workers whose attendance is 75% and over of the number of days work offered per month. In computing the out turn, Sundays and holidays will not be taken into account.
 - iv. The payment referred to at (ii) and (iii) above shall not constitute part of an employee's earnings for the payment of any consequential benefits thereon.
2. The provisions of this Agreement shall supersede and replace the provisions of the Plantation Workers' Wage Collective Agreement (No. 37 of 2006)
3. Parties agree that the remuneration packages as determined under clause 1 above shall remain in force until 31st March 2009 and neither party shall in any manner add or attempt to add to, vary or alter this remuneration package or any of the direct monetary payments currently applicable to the employees.
4. The parties once again agree to co-operate in improving the efficiency and productivity of the estates and encourage more dialogue and settlement of operational issues at estate level in harmony.
5. This Agreement is entered into in accordance with Clause 6 of the Collective Agreement between parties entered into on 24th July 2003 (Collective Agreement No. 13 of 2003).


In Witness hereof parties have set their hands hereunto on this 10 th day of October Two Thousand and Seven at Colombo.


 President/General Secretary Ceylon Workers Congress A. THONDAMAN	 Chairman Plantation Services Group The Employers' Federation of Ceylon S.K.L. OBEYESEKERE
 General Secretary Lanka Jathika Estate Workers Union K. VELAYUDHAM	 Director General The Employers' Federation of Ceylon R.L.P. PEIRIS
 President Joint Plantations Trade Union Centre P.G CHANDRASENA	

Witnesses :


 Name: H. Sendurathna
 Designation: SVP CWC


 Name: V. Gnanasinghe
 Designation: CEO/General


 Name: M.S.A. H. Mahipala
 Designation: Administrative Officer
LSFWU


 Name: S.W. Guneratne
 Designation: Director/CEO

SCHEDULE I

Employers covered by this Agreement

1. Agalawatte Plantations Ltd.
2. Agrapatana Plantations Ltd.
3. Balangoda Plantations Ltd.
4. Bogawantalawa Plantations Ltd.
5. Elkaduwa Plantations Ltd.
6. Elpitiya Plantations Ltd.
7. Hapugastenne Plantations Ltd.
8. Horana Plantations Ltd.
9. Kahawatte Plantations Ltd.
10. Kegalle Plantations Ltd.
11. Kelani Valley Plantations Ltd.
12. Kotagala Plantations Ltd.
13. Madulsima Plantations Ltd.
14. Malwatte Valley Plantations Ltd.
15. Maskeliya Plantations Ltd.
16. Maturata Plantations Ltd.
17. Namunukula Plantations Ltd.
18. Pussellawa Plantations Ltd.
19. Talawakella Plantations Ltd.
20. Udapussellawa Plantations Ltd.
21. Watawala Plantations Ltd.

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My No. : CI/ 954.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ruhuna Development Bank, No. 382 A, Anagarika Dharmapala Mawatha, Pamburana, Matara, Kandurata Development Bank, No. 130, Katugastota Road, Kandy, Rajarata Development Bank, No. 338/ 18, Mosque Road, Bank Site, Anuradhapura, Wayamba Development Bank, No. 155, Negombo Road, Kurunegala, Sabaragamuwa Development Bank, No. 28, Bandaranaike Mawatha, Rathnapura and Uva Development Bank, No. 26, Bank Road, Badulla of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Maradana, Colombo 10 of the other part on 06th July, 2006 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

D. SOMAWEERA EDIRISINGHE.
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05,
29th October, 2007.

Collective Agreement No. 38 of 2007

**Collective Agreement
Between**

**Ruhuna Development Bank, No. 382 A, Anagarika Dharmapala Mawatha, Pamburana, Matara
Kandurata Development Bank, No. 130, Katugastota Road, Kandy
Rajarata Development Bank, No. 338/ 18, Mosque Road, Bank Site, Anuradhapura
Wayamba Development Bank, No. 155, Negombo Road, Kurunegala
Sabaragamuwa Development Bank, No. 28, Bandaranaike Mawatha, Rathnapura
Uva Development Bank, No. 26, Bank Road, Badulla**

of the one part

and

The Ceylon Bank Employees' Union, No. 20, Temple Road, Maradana, Colombo 10

of the other part

THIS Collective Agreement made this Sixth day of July Two Thousand and Six, between the Ruhuna Development Bank, Kandurata Development Bank, Rajarata Development Bank, Wayamba Development Bank, Sabaragamuwa Development Bank and Uva Development Bank of the one part (hereinafter referred to as “The Banks”) 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 “REGIONAL DEVELOPMENT BANKS COLLECTIVE AGREEMENT WITH THE CEYLON BANK EMPLOYEES’ UNION” for the period 1 st January, 2006 to 31 st December, 2008 (hereinafter referred to as “the Agreement”).

A. GENERAL

1. **Employers to be Covered and Bound.**– This Collective Agreement shall cover and bind the Regional Development Banks known as employers which are parties to this Agreement.

2. **Employees to be Covered and Bound.**– This Collective Agreement shall cover and bind the employees of the above referred banks and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the First Schedule hereto.

3. **Date of Operation and Duration.**– This Collective Agreement is deemed to be in force from 1 st January, 2006 and shall thereafter continue to be in force unless it is determined by either party giving six months notice in writing to the other party, provided however that no party shall give such notice to the other party before the 1 st day of July 2008 and such notice shall not expire before the 31 st day of December, 2008.

4. **Matters Covered and Variation of Terms and Conditions of Employment and Benefits .–**

4.1 This Collective Agreement shall be in force until a new Collective Agreement is entered into between the parties.

4.2 The Union and the Banks shall not during the continuance in force of this Collective 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 Collective Agreement other than by mutual Agreement.

B. SALARY

5. **Salary Components.**– As from 1 st January, 2006 each employee covered and bound by this Collective Agreement shall be paid upon and subject to the other terms and conditions herein contained.

- (1) Fixed Component linked to “Basic Salary” and related allowances.
- (11) Variable Component linked to performance.

5.1 FIXED COMPONENT

5.1.1 The Fixed Component comprises the following items.

- (1) **Basic Salary** as set out in **Schedule 1** hereto.
- (11) **Allowances.** – In addition to the basic salary, the following allowances will be paid, effective from 1 st January, 2006.

5.1.2 The **Cost of Living Allowance** shall be paid at the rate of Rs. 1/- for the first 1000 points of the Colombo Consumer Price Index (CCPI) and Rs. 3/- for every succeeding point increase beyond 1000 points, the amount of which shall not be less than the amount paid for December 2005.

5.1.3 The **Rent Allowance** shall be paid at the rate of 20% of the Basic Salary subject to a maximum of Rs. 3,500/-.

5.1.4 A **Married Allowance** of Rs. 130/- will be paid to every married employee irrespective of whether the spouse is employed in the bank or not.

5.1.5 The aggregate of the Basic Salary and Allowances mentioned in clauses 5.1.1(i), 5.1.2, 5.1.3 and 5.1.4 above constitutes the Gross Salary.

5.1.6 In addition to this Gross Salary, a **Special Allowance** of Rs. 650/- shall be paid together with the monthly salary.

5.2 VARIABLE COMPONENT

5.2.1 BASIS OF DETERMINATION OF VARIABLE COMPONENT.— The component which is directly linked to performance relating to Return on Assets, Deposit Mobilisation and Non-performing Loans, shall be computed on the following criteria.

5.2.2 DETERMINATION OF BENCHMARK FOR RETURN ON ASSETS.— An increase of 0.5% of the Return on Assets for the year 2006 as against the year 2005 and a further 0.5% increase for the year 2007 as against the year 2006 and a further 0.5% increase for the year 2008 as against the year 2007.

However, in case any bank maintaining a 4% or a higher percentage in any year such bank should be considered as having reached the benchmark.

5.2.3 DETERMINATION OF BENCHMARK FOR DEPOSIT MOBILISATION.— Taking the immediately preceding year as the base year for every succeeding year eg. taking 2005, 2006 and 2007 as base years for 2006, 2007 and 2008 respectively commencing from year 2006 a 2% growth of the deposit portfolio within the relevant year as against the respective preceding year.

eg. If the deposit growth for the year 2005 was 14% as against the year 2004, the benchmark for the year 2006 should be 16% as against 2005.

However, if the growth in any of the banks reaches 25% as against the each previous year, it shall be considered as having reached the benchmark.

5.2.4 DETERMINATION OF BENCHMARK FOR NON-PERFORMING LOANS.— 3% reduction for the year 2006, 2007 and 2008 in the Non-Performing Loan portfolio as against the Non-Performing Loan Portfolios for the years 2005, 2006 and 2007 respectively.

However if the Non-Performing Loan portfolio is maintained at the lowest point of 8% as against the loan portfolio, it is considered as having reached the benchmark.

In the computation of the benchmark, re-scheduled and written-off loans will not be taken into account.

5.2.5 COMPUTATION OF VARIABLE COMPONENT

- (i) The allowance will be paid Pro-rata Basis after computing the number of days of participation in comparison to the number of days on which Mobile Services, Deposit Mobilisation, Loans Recovery and similar programmes are jointly conducted by the bank and the branch union of the respective bank for the advancement of the bank.
- (ii) An employee who has participated in 80% or more of such programmes are considered as having 100% participation.
- (iii) If the bank and the union has not jointly conducted even one such programme, clause 5.2.5(i) will not be applicable.
- (iv) A *Variable Component of Thrice the Basic Salary* for the years 2006, 2007 and 2008 respectively shall be paid upon reaching the targets referred to in 5.2 above.
- (v) However in order to qualify for the maximum amount of Variable component, the Benchmark herein before stipulated, for items 5.2.2, 5.2.3 and 5.2.4 above should be exceeded. If any one or two of the indicators have exceeded the benchmark, the Variable component shall be reduced upto 1/3 and 2/3 respectively.

5.3 CONVERSION OF THE BASIC SALARY

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

eg. An employee who had been on the 5 th step of the scale as at 31 st December, 2005 will be placed on the 5th step of the relevant revised scale with effect from 01 st January, 2006.

5.3.2 Upon promotion of an employee, if the basic salary of such employee exceeds the initial point of the grade to which he/she was promoted, he/she shall be placed on a salary point, with atleast one incremental credit in the grade to which employee is promoted.

5.3.3 In the event of an employee being promoted to the next higher grade and the incremental value in the salary structure of the new grade is less than the incremental value he/she would have earned in the grade prior to promotion, the new salary placement point should be adjusted according to his/her higher incremental value he/she was enjoying in the grade prior to promotion.

5.3.4 Those promotees who are affected according to 5.3.2 and 5.3.3 simultaneously, his/her basic salary in the new grade should be adjusted first on a point to point basis and until such time his new incremental value exceeds the incremental value received in the present grade, his/ her increment should be adjusted in the salary structure on the present incremental value.

eg. An employee promoted to grade 8 - 1 and who would have earned a salary of Rs. 5,945/- in the grade 9-111 should be adjusted to the new basic salary of Rs. 4,550/- and 16 increments of Rs. 95/- and thereafter according to Schedule 1, until his/ her new salary increments exceeds Rs. 95/- in the new structure he/ she should be granted increments of Rs. 95/- annually.

C. ALLOWANCES

6. *Difficult Station Allowance.*–

6.1 The basis of the difficult station allowance payment shall be in terms of 6.4 below.

6.2 In the event of an employee being transferred to another branch at his/ her own will, for special reasons, such as sickness, taking care of children or their education, such employee is not entitled for this allowance.

6.3 It is agreed between the banks and the union that, an uniform difficult station allowance would be considered with the collective agreement of 2009-2011.

6.4.1 RUHUNA DEVELOPMENT BANK.– The following amounts per month will be paid to an employee who work in a difficult station provided however the employees reside beyond 10 kilometres from the work station.

Grade 9-1 to Grade 6 -111	-	Rs. 400/-
Grade 5-1 to Grade 4	-	Rs. 500/-
Officer 3-111 to Officer 3-11	-	Rs. 550/-
Officer 3-1	-	Rs. 650/-

Difficult Stations : Deniyaya, Gonagalapura, Katuwana, Lunugamwehera, Mawarala, Morawaka, Neluwa, Pitigala, Suriyawewa, Talgaswala, Urubokka.

6.4.2 RAJARATA DEVELOPMENT BANK.– The following amounts per month will be paid to an employee who work in a difficult station provided however the employees reside beyond 10 kilometres from the work station.

Grade 9-1 to Grade 6 -111	-	Rs. 400/-
Grade 5-1 to Grade 4	-	Rs. 500/-
Officer 3-111 to Officer 3-11	-	Rs. 550/-
Officer 3-1	-	Rs. 650/-

Difficult Stations : Aralaganwila, Bakamuna, Galamuna, Galenbindunuwewa, Galnewa, Pulastigama, Siripura.

6.4.3 KANDURATA DEVELOPMENT BANK.–

	24km - 48km	Above 48 km
Grade 9-1 to Grade 6 -111	Rs. 400/-	Rs. 550/-
Grade 5-1 to Grade 4	Rs. 500/-	Rs. 650/-
Officer 3-111 to Officer 3-11	Rs. 550/-	Rs. 750/-
Officer 3-1	Rs. 650/-	Rs. 900/-

Difficult Stations : Agarapathana, Kotagala, Laggala, Morayaya, Nildandahinna, Pundaluoya, Udadumbara, Udawela, Wilgamuwa.

6.4.4 WAYAMBA DEVELOPMENT BANK.– A payment of Rs. 900/- per month shall be paid to an employee who serve in a difficult station provided however, the employees reside beyond 10 km from the work place.

Difficult Stations : Anamaduwa, Galgamuwa, Mahawa, Mampuri, Mundel, Nawagattegama, Nikaweratiya, Palakuda, Polpitigama, Puttalam.

- 6.4.5 SABARAGAMUWA DEVELOPEMENT BANK.- A payment of Rs. 900/- per month shall be paid to an employee who serve in a difficult station provided however, the employees reside beyond 10 km from the work place.

Difficult Stations : Erathne, Kalawana, Kitulgala, Kolonna, Meegahatenna.

- 6.4.6 UVA DEVELOPMENT BANK.- The following amounts per month will be paid to an employee who work in a difficult station provided however the employees reside beyond 10 kilo meters from the work station.

Grade 9-1 to Grade 6 -111	-	Rs. 400/-
Grade 5-1 to Grade 4	-	Rs. 500/-
Officer 3-111 to Officer 3-11	-	Rs. 550/-
Officer 3-1	-	Rs. 650/-

Difficult Stations : Dehiattakandiya, Girandurukotte, Kandaketiya, Lunugala, Mahaoya, Mahiyangana, Potuvill, Ridimaliyadda, Tanamalwila.

7. *Distance Station Allowance.-*

- 7.1 The distance station allowance shall be paid as follows.

From 50 km to 80 km from the permanent residence of the employee Rs. 1,750/-

From 80 km and above from the permanent residence of the employee Rs. 2,500/-

- 7.2 This payment shall be made to those who are transferred for exigencies of service or on disciplinary grounds.

- 7.3 Employees who work in uncongenial or highly uncongenial stations too are entitled to this allowance provided they comply with requirements stipulated in clause 7.1.

- 7.4 In the event of an employee being transferred to another branch at his/ her own will, for special reasons, such as sickness, taking care of children or their education, such employee is not entitled for this allowance.

- 7.5 Employees who are residing outside the operational area of the bank are not entitled to this allowance.

- 7.6 In the event of an employee claiming this payment by providing false information he/ she shall be disciplinarily dealt with.

- 7.7 Those employees serving in the Uva Development Bank and who are at a distance of 24 to 50 km from their places of residences shall be continued to be paid this allowance which was paid in terms of the collective agreement of 2000 - 2002 only during the period they serve in the place in which they qualified for the allowance.

- 7.8 Distance will be rounded off to the nearest kilometer. e.g. when the distance is 49 k.m or more, it will be reckoned as 50 km and when it is 79 km or more it will be reckoned as 80 km.

8. *Out of Pocket Allowance :-*

- 8.1 The Officers who are called upon to work on holidays and beyond the normal working hours on week days will be paid an hourly allowance as follows.

Grade	Allowance per hour
Special 1 to Special 3	Not Entitled
Officer 1	Rs. 205/-
Officer 2	Rs. 180/-
Officer 3 - 1	Rs. 160/-
Officer 3 - 11	Rs. 145/-
Officer 3- 111	Rs. 130/-
Officer 4	Rs. 110/-

- 8.2 For those working on holidays an additional 1/3 of the above rates will be paid over and above the amount computed for the number of completed hours worked.

8.3 For work performed beyond normal working hours on week days, this allowance will be paid for every completed hour not exceeding two hours a day. If the officer is required to work over and above the stipulated two hours prior approval should be obtained, and the allowance will be paid accordingly.

8.4 For work performed on holidays, this allowance will be paid only for a minimum of 4 hours, subject to a maximum of 8 hours a day.

9. Overtime Payment :-

9.1 The overtime shall be computed on the following formula for the categories of employees from 9-1 to 5-111

$$\frac{\text{Gross Salary}}{30} \times \frac{1}{8} \times \frac{3}{2} = \frac{\text{Gross Salary}}{160}$$

9.2 Overtime payments shall be paid for work performed for more than 1/2 hour and every completed 1/4 hour beyond that.

10. Subsistence & Combined Allowance :-

10.1 The following amounts will be paid to those employees who are required to travel on official duty.

<i>Grade</i>	<i>Subsistence</i>	<i>Combined</i>
Special 1	Rs. 800/-	Rs. 1,300
Special 2	Rs. 650/-	Rs. 1,100
Special 3	Rs. 515/-	Rs. 900
Officer 1 & 2	Rs. 400/-	Rs. 750
Officer 3 - 1	Rs. 315/-	Rs. 625
Officer 3 - 11 to Grade 4	Rs. 260/-	Rs. 550
Grade 5 - 111 to 6 - 1	Rs. 230/-	Rs. 500
Grade 7 - 111 to 9 - 1	Rs. 215/-	Rs. 450

For General Managers, the actual bills will be reimbursed if the cost exceeds the abovereferred limits.

10.2 Subsistence allowance will be paid on the following basis.

3 to 6 hours	1/4 of the rate
6 to 12 hours	1/2 of the rate
12 hours & above	Full rate

10.3 Subsistence allowance will be paid subject to following terms.

- (i) Work performed outside the branch should be beyond 10 km in distance.
- (ii) Employees on temporary transfers and relief duty shall be entitled to this allowance.
- (iii) In the event of not affording 01 month's notice for transfers, this payment will be paid subject to a maximum of 14 days.
- (iv) The maximum number of days for relief duty shall be 14 days.

10.4 Combined Allowance will be paid subject to the following terms.

- (i) Combined allowance will be paid to those who travel beyond 40 kilometres and for a nights stay outside, which travel and stay exceed 12 hours.
- (ii) For those who are expected to stay out side the normal workstation over and above 24 hours, the subsistence allowance will be paid for the stay in excess of 24 hours outside the workstation.

10.5 Subsistence and Combined Allowance shall be paid subject to following common conditions.

- (i) Employees shall not be entitled to any other allowances that they are normally entitled to claim from the bank for the period the subsistence and combined allowance is claimed, other than overtime or out of pocket allowance.
- (ii) In addition the actual expenses incurred on account of public transport.

10.6 The bank and the union agree to consider a revised method of payment with effect from 1st January 2007 after revising the subsistence and combined allowances jointly by the banks and the union in the course of year 2006.

11. Field Officers' Combined Allowance.-

11.1 The following daily allowances will be paid to Field Officers who are expected to carryout their duties in the field. This allowance will be paid to all officers irrespective of whether they are field officers or not for work performed outside the bank, such as loan inspections, credit follow up, loan recoveries etc.

2 to 5 hours	-	Rs. 75/-
5 to 8 hours	-	Rs. 95/-
8 hours and above	-	Rs. 115/-

11.2 Field Officers' Combine Allowance shall be paid subject to following common conditions.

(i) Employees shall not be entitled to any other allowances that they are normally entitled to claim from the bank for the period the field officers' combined allowance is claimed, other than overtime or out of pocket allowance.

(ii) In addition the actual expenses incurred on account of public transport.

11.3 Inspection charges recovered from customers and paid by the bank will be treated as being in lieu of the field officers allowance in respect of the period for with such payment have been made.

12. Computer Operators' Allowance.-

12.1 The employee whose primary function does not involve operation of computers shall be paid Rs. 30/- per day.

12.2 The cashiers too are entitled to this allowance.

12.3 In the event one computer being used by more than one employee the allowance shall only be paid on a per computer basis.

13. Fuel Allowance.-

13.1 The expenses incurred on account of travelling shall be paid as follows subject to the conditions setout under sub clauses 13.2 to 13.4 hereunder.

Bicycle	-	Rs. 3/- per km.
Motor Cycle	-	Rs. 8/- per km.
Three Wheeler	-	Rs. 10/- per km.
Diesel Motor Vehicle	-	Rs. 15/- per km.
Petrol Motor Vehicle	-	Rs. 20/- per km.

13.2 Reimbursement shall be made only if the official travel by the personal vehicle is approved by the authorities concerned.

13.3 Reimbursement on account of Diesel and Petrol Motor Vehicles shall be made only to officers in grade 3-111 and above who have obtained prior approval.

13.4 It is agreed between parties to revise the fuel allowances corresponding to the percentage increase in the fuel prices based on the Colombo prices as at the end of 31st December 2005.

14. Cashiers' Risk Allowance and Key Allowance.-

14.1 Where a Cashier is called upon to bear the cash risk, he/ she shall be paid a daily allowance of Rs. 40/- per day and for those handling keys irrespective of the grade which he/ she belong to and amount of Rs. 30/- per day will be paid.

14. 2 Those who are handling keys will be entitled to only a day's key allowance irrespective of the number of keys handled by them.

15. Cash Transport Allowance.-

15.1 An amount of Rs. 50/- per cash transport will be paid for those who are engage in transporting cash to and from outside the bank premises subject to a maximum of Rs. 200/- per day.

15.2 However, this allowance will be paid subject to the condition that cash of at least Rs. 10,000/- from field collections is transported at a time.

16. Black Light Allowance.–

16.1 An allowance of Rs. 15/- per day will be paid for those exercising authority on black light signature verification irrespective of the grade to which they belong.

16.2 However, if the cashier is expected to verify signatures he/she shall be paid this allowance in addition to other allowances.

17. Pawning Auction Allowance.–

17.1 The employees who are called upon for pawning auctions will be paid either overtime or out of pocket allowance and subsistence allowance as appropriate.

17.2 In the event of out of pocket allowance payment, the allowance will be paid without any restriction of the maximum ceiling of 8 hours

17.3 An employee who functions in the capacity of crier in the course of the auction shall be entitled to either overtime or out of pocket allowance as appropriate or an allowance of Rs. 1,500/- whichever is higher.

18. Court Duty Allowance.–

18.1 An amount of Rs. 100/- per day will be paid to employees on days he/she attends Court on official duty.

18.2 In addition they shall be entitled to other allowances too.

19. Training Attendance Allowance.–

19.1 The following allowances will be paid per day to those who attend training courses or similar workshops of the bank in addition to travelling and subsistence. If meals are provided, subsistence will be deducted proportionately.

Special 1	Rs. 750/-
Special 2 to 3	Rs. 700/-
Officer 1 to 3-1	Rs. 600/-
Officer 3-11 to 3-111	Rs. 500/-
Officer 4 to Grade 5-1	Rs. 400/-

19.2 Grade 6-111 to Grade 9-1 will be paid the above allowance if they attend as participants of a training workshop. If they attend any official duties related to such training programme overtime and other allowances applicable to them will be paid.

20. Meal Allowance.–

20.1 An employee who is expected to be away from office on official duty, during the period 1100hr and 1400hr will be paid an allowance of Rs. 75/- to become entitled to this allowance the employee, should at least be away on official duty for a period of 2 hours during the said period.

20.2 An employee who is expected to continue work at least 1/2 hour beyond 2000 hr will be entitled to an allowance of Rs. 75/-

D. WELFARE SCHEMES

21. Insurance.–

21.1 An Insurance scheme in respect of all banks with the co-ordination of all banks has been introduced with effect from 1st January 2006 and will be continued annually without interruption.

21.2 Action will be taken to obtain insurance cover for each grade as follows.

Chairman & General Manager	Rs. 2,500,000
Officer 1 to Deputy General Manager	Rs. 2,000,000
Officer 3-1 to Officer 2	Rs. 1,500,000

Officer 4 to Officer 3-11	Rs. 12,50,000
Grade 5-1 to Grade 5-111	Rs. 10,00,000
Grade 7-1 to Grade 6-111	Rs. 8,50,000
Grade 9-1 to Grade 8-111	Rs. 7,50,000

- 21.3 This insurance policy covers all forms of loss of life and total disability and payment of a certain percentage for part disability as agreed to with the insurance company.

22. Tea Allowance.-

- 22.1 An amount of Rs. 150/- per employee will be paid monthly as tea allowance.
- 22.2 Arrangements will be made for the preparation of tea in the work place, making use of this allowance.

23. Cold Allowance.-

- 23.1 The following allowances will be paid for those working in branches situated over and above 4,000 ft. from the mean sea level.

Grade IV Officer and above	Rs. 650/-
Support staff, Clerical and others	Rs. 500/-

24. Telephone Allowance.-

- 24.1 It is agreed to pay a telephone allowance to selected posts and/or grades in the staff determined by the bank as suitable in accordance with the needs and affordability of each bank.

25. Staff Loan Schemes.-

- 25.1 The banks agree to appoint a joint committee comprising of union and bank representatives, for the purpose of raising and maintaining of funds in connection with the staff housing and other loans, and implement the amended staff loan schemes as decided by the committee on or before 01 October 2006. However the following loan schemes will be available at present to the permanent employees. Subject to conditions applicable in to such loans as are currently stipulated in Office Instruction Circulars.

25.2 CONSUMPTION LOAN

- 25.2.1 A Staff consumption loan scheme of Rs. 100,000/- at 6% interest per annum will be implemented in all the banks.

25.3 MOTOR CYCLE LOAN

- 25.3.1 A staff motor cycle loan scheme of Rs. 75,000/- at 7% interest per annum will be implemented in the Ruhuna, Kandurata, Rajarata, Wayamba and Uva Development Banks.

- 25.3.2 A staff motor cycle loan scheme of Rs. 75,000/- at 6% interest per annum will be implemented in the Sabaragamuwa Development Banks.

25.4 HOUSING LOAN

- 25.4.1 A staff housing loan of Rs. 500,000/- at 5% interest per annum will be implemented in all banks.

- 25.4.2 Within 2 months after the signing of this agreement all banks and the union agree to jointly formulate a methodology to raise funds for the purpose of enhanced housing loan by discussing with other financial institutions and the general treasury.

25.5 BICYCLE LOAN

- 25.5.1 A staff bicycle loan scheme of Rs. 5,000/- at 5% interest per annum will be implemented in all banks.

25.6 DISTRESS LOAN

- 25.6.1 Under the staff distress loan scheme either an interest free loan of one month's gross salary recoverable in 12 monthly installments and/or 3 months gross salary at 7% interest recoverable in 36 monthly installments will be granted.

25.7 VEHICLE LOAN

- 25.7.1 Staff vehicle loans recoverable in 7 years will be provided subject to the limits mentioned in the following clauses.
- 25.7.2 This loan facility will be provided in the Ruhuna and Sabaragamuwa Development Banks only to officers in officer grade 3-1 and above subject to a maximum limit of Rs. 400,000/- at 7.5% interest per annum.
- 25.7.3 This loan facility will be provided in the Kandurata, Rajarata and Uva Development Banks only to officers in officer grade 2 and above subject to a maximum limit of Rs. 400,000/- at 7.5% interest per annum.
- 25.7.4 This loan facility will be provided in the Wayamba Development Bank to officers in officer grades 3-111 and 3-11 subject to a maximum limit of Rs. 300,000/- at 5% interest per annum.
- 25.7.5 This loan facility will be provided in the Wayamba Development Bank to officers in officer grade 3-1 and above subject to a maximum limit of Rs. 400,000/- at 5% interest per annum.

26. *Festival Advance.*–

- 26.1 An interest free festival advance of Rs. 7,500/- will be paid to an employee once a year recoverable in 10 monthly installments.

27. *Loan Insurance.*–

- 27.1 Action will be taken as follows in the event of the termination of service of an employee on account of death or total or part disability.
- 27.2 Implementation of the loan insurance scheme in respect of staff loans including housing loans under preparation between the banks and the union after arriving at final decisions before 01 st September 2006.

28. *Medical Allowance.*–

- 28.1 Medical Allowance will be increased upto Rs. 5,000/- from year 2004, out of which the employee will be entitled to utilise Rs. 2,500/- during the year and the balance Rs. 2,500/- will be credited to the Medical Aid Fund. This fund will be administered by a Board of Trustees which is to be appointed under a set of rules governing the fund, agreed upon between the banks and the union.
- 28.2 Reach agreement on or before 01 st September 2006 in respect of appointment of a Board of Trustees under an agreed set of rules governing the fund which is now under negotiation between the banks and the union and proceeds of the contribution to be credited to the fund in terms of clause 28.1 above which will be administered by the Board of Trustees. The bank shall, at the time of establishing the fund, contribute to such fund an amount equivalent to the contribution made by the employees or a certain percentage as appropriate.

29. *Inter Bank Transfers.*–

- 29.1 It is agreed to continue to grant inter-bank transfers without interruption provided only one such opportunity is given to an employee on account of marriage and any other special reason considered by the management.

E. STATUTORY ALLOWANCES & INCENTIVES

30. *Employees' Provident Fund & Employees' Trust Fund.*–

- 30.1 The Employees' Provident Fund contribution shall be 10% from the employee and 15% from the bank.
- 30.2 The Employees' Trust Fund contribution shall be 3% from the bank.

31. *Annual Bonus.*–

- 31.1 Action will be taken to pay thrice the basic salary or twice the gross salary of an employee whichever is higher as annual bonus.
- 31.2 Action will be taken to pay 1/4 the bonus at the end of march and the other 3/4 at the end of the year or the full bonus at the end of the year at the discretion of the bank.
- 31.3 In the event of annual targets being exceeded, it is agreed to pay additional bonuses as decided by respective board of directors.

32. EPF and ETF contributions on holiday pay and encashed accumulated leave.-

32.1 EPF and ETF contributions in terms clause 30 above will be made on holiday pay and encashed accumulated leave in terms of relevant legislation's and the EPF code.

33. Payment of day's pay for holiday work.-

33.1 Action will be taken to grant lieu leave for working on weekends or public holidays.

33.2 If an employee has worked for not less than 28 hours in the relevant week, he can be deployed on weekend duties, depending on the exigencies and with approval.

33.3 Overtime should be paid for work done on weekends and in addition lieu leave should be granted in the following week.

33.4 If lieu leave cannot be granted for work done on weekends, a day's pay should be paid instead. The General Manager or an officer authorised by him will decide whether to grant lieu leave or payment of day's pay.

33.5 After deciding to grant lieu leave for work done on weekends, if such leave cannot be granted in the following week, the employee concerned can apply for the day's pay within the next two weeks.

33.6 Government declared statutory holidays

Thaipongal Day
National Day
Day prior to Sinhala & Hindu New Year
Sinhala & Hindu New Year Day
May Day
Holy Prophet's Birth Day
Day following Vesak Full Moon day
Christmas Day

33.7 A days lieu live should be granted for work performed on a public holiday before 31 st December of that year and in the event the bank is unable to grant such leave, two days pay should be paid on account of such work performed.

33.8 6 hours work should to become entitled for a day's pay and 4 hours work for 1/2 day's have been performed on a public holiday.

33.9 Overtime can be claimed for work performed beyond 6 hours on public holidays.

33.10 Only overtime will be payable for working on Poya days.

33.11 Work performed on a public holiday which falls on a weekend will be paid on the basis that it is a normal weekend.

33.12 A day's pay of an employee is computed as follows "Gross monthly salary/ 30".

34. Encashment of accumulated leave.-

34.1.1 7 days out of 14 days annual sick leave entitlement could accumulated upto a maximum of 42 days.

34.1.2 1 1/2 days pay for each day of unavailed sick leave will be paid subject to a maximum of 7 days, provided however 14 days could be encash if the accumulated sick leave exceed 42 days.

34.2.1 An employee must necessarily take 7 days out of the 21 days privilege leave during the relevant year.

34.2.2 1 day's pay will be paid for each day upto 14 days accumulated leave out of the 21 days privilege leave.

34.3 1 1/2 days pay will be paid for each day will be paid for 7 days casual leave.

34.4 The maximum number of days encashable leave is 30 days.

34.5 The balance leave after encashment can be availed of upto end of March in the following year.

- 34.6 Employees who do not want to encash their accumulated leave can carry forward all such leave to be taken as leave prior to retirement.
- 34.7 In case the employee does not use available leave preparatory to retirement at the time of retirement, such leave can be encashed based on the last salary drawn by the employee.

35. Retirement Policy.–

- 35.1 An employee's optional age of retirement is 55 years.
- 35.2 Subject to the provisions in the following Sub - sections, an employee can continue to serve until 57 years of age without an annual extension of service.
- 35.2.1 An employee after completing 55 years of age can at his discretion retire after giving 3 months prior notice to the bank.
- 35.2.2 The management has the right to retire an employee who has passed 55 years of age after giving 3 months notice if the bank decides that his efficiency and service record are not satisfactory. If an employee is so retired, the management must so inform the employee in writing 3 calendar months before the date of retirement.
- 35.2.3 The Board of Directors of the bank which is the appellate authority is empowered to revise, change or cancel an order of the bank as appropriate in respect of a service extension upon the employee affected by such order making an appeal, considering facts mentioned in such appeal.
- 35.3 The bank has the authority to extend the services of an employee from 57 to 60 years of age subject to the following provisions depending on the exigencies of service.
- 35.3.1 An employee who wishes to serve beyond 57 years of age should submit his application for such extension to the secretary, committee for extension of service through the branch manager/ head of branch every year. The application for the first such extension should be made 6 months before the date of reaching 57 years of age and thereafter applications for extension upto 60 years should be made 3 months prior to the commencement of the extension. The said committee should decide regarding granting the extension after considering such application.
- 35.3.2 On the recommendations of the service extension committee, the Board of Directors will make the final decision which should be conveyed to the employee in writing.
- 35.3.3 Service should not be extended for a period more than one year at a time.
- 35.4.1 Where the employee seeking the extension is in officer grade 2 or of a lower grade the service extension committee will comprise of the General Manager (Chairman) Chief Manager– Adm/ HR (Secretary), Chief Manager– Internal Audit and the Zonal/ District/ Regional– Manager of the employee.
- 35.4.2 Where the employee seeking the extension is in grade from officer 1 to special grade 2, the committee will consist of the Chairman (Committee Chairman), 2 Directors nominated by the Board of Directors and the General Manager (Secretary).
- 35.5 If an employee who has been informed of the date of retirement in the manner mentioned in 35.2.2 above, wishes to seek an extension can obtain such extension upto 57 years of age after following the procedure laid down for obtaining extensions beyond 57 years of age.

F. STAFF STRUCTURE

36. Banking Assistant Grade.–

- 36.1 The grade hitherto known as clerical and allied grades will henceforth be known as Banking Assistant grade. Clerical and allied grades were hitherto composed of Clerk/ Field Officer/ Cashier/ Accounts Assistant.

37. Stenographers Closed Service.–

- 37.1 Stenographers grade 1, 11 and 111 will be constituted as a closed service parallel to Banking Assistant grade 1, 11 and 111.
- 37.2 Further, all banks agree to establish Secretary grade 1, 11 and 111 parallel to Officer grade 3-111, 3-11, and 3-1 as higher grades in the Stenographers service.
- 37.3 It is agreed to hold an Efficiency Bar examination in accordance with a methodology agreed to with the union to absorb employees now in the Typist service to Stenographers Service and absorb employees who so qualify early.

38. **Senior Driver.-**

38.1 Action will be taken to designate employees in the Driver grade 111 who have earned 6 increments as Senior Driver.

G. SPECIAL AGREEMENTS

39. **Special Conditions of the Agreement.-**

39.1 Bank should make every effort to increase in December 31, 2006, the Net Profit Ratio (Profit before Taxation \times 100/ Total Income) achieved as at December 31, 2005 ;

39.2 All parties agree that in the event of the Net Profit Ratio being achieved in excess, additional bonuses will be paid to all employee.

39.3 It is agreed to implement structural changes in order to maintaining the Net Profit Ratio in terms of clause 39.1 above and steps taken for improving the banks' image and their market share in consultation and agreement with the union.

39.4 It is agreed to prepare a concerted programme jointly by the managements of the respective banks with the branch union, and the union enabling every bank employee to perform a special day's service during each calendar month as provided in clause 5.2.5(i) above.

39.5 It is agreed to hold Joint Progress Review meetings of all banks to review the progress of banks once in every two months.

39.5.1 It is agreed to pay attention to minimise expenditures such as overtime which has to be curtailed, maintenance of vehicle and fuel, various forms of financial assistance given to third parties and control unnecessary expenditure and control any irregular granting of loans that may come to light.

39.5.2 Further, it is agreed to take appropriate steps to improve the productivity of any one bank and/or region and/or branch of the relevant bank in accordance with facts presented to such joint progress review meeting and effect transfers and assignment of employees as may become necessary in agreement with the union.


40. **Amalgamation of the Regional Development Banks.-**

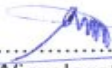
40.1 All parties accept that these banks should be amalgamated into one strong and productive national level state development bank with the objective of strengthening the prevailing capital and liquidity needs of these banks and providing a broader customer service and also that if necessary the amalgamation may include other bank as well.

40.2 In order to avoid any difficulties that may arise at the time of amalgamation of these banks takes place as mentioned in clause 40.1 above, all parties agree not to recruit any new employees to any grade other than vacancies in grade 5-1 and 4 referred to in 'Schedule 1' of this agreement or to any other post not mentioned in the said schedule until such amalgamation takes place.

for and on behalf of the

RUHUNA DEVELOPMENT BANK


S J Rathnayake
Chairman



T G Wimalaratne
General Manager
T. G. Wimalaratne
General Manager
Ruhuna Development Bank


WITNESS TO THE ABOVE SIGNATURES


N H Sunil
Chief Manager - HRD & Administration



C S Weragoda
Chief Manager - Finance


KANDURATA DEVELOPMENT BANK


J G W K R Jayawardena
Chairperson



H M K B Hollarawa
General Manager

WITNESS TO THE ABOVE SIGNATURES


J P K Herath
Chief Manager - Administration


E G Warakagoda
Chief Manager - Recoveries

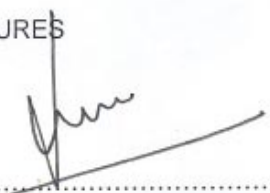
RAJARATA DEVELOPMENT BANK


A B Karunathilake
Chairman



Rathnasiri Siriwardena
General Manager


WITNESS TO THE ABOVE SIGNATURES


U B Semasinghe
Chief Manager - Human Resource Administration & Savings Mobilisation

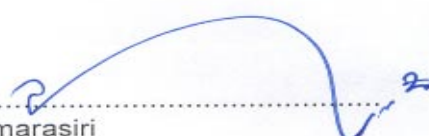

D M T S Kumara
Chief Manager - Finance

WAYAMBA DEVELOPMENT BANK


I M R B Kohombakadawala
Chairman

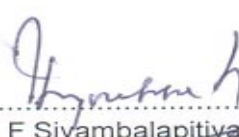

W A Sirisena
General Manager

WITNESS TO THE ABOVE SIGNATURES


P N Kumarasiri
Chief Manager - Administration


S A U R K Sinhalagoda
Chief Manager - Finance

SABARAGAMUWA DEVELOPMENT BANK


B F Siyambalapitiya
Chairman



A B Ariyaratne
General Manager

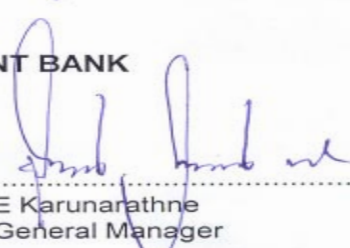
WITNESS TO THE ABOVE SIGNATURES


W S Hewawasam
Chief Manager - HRD & Administration

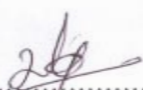

W G J Premadasa
Chief Manager - Finance Operation & IT

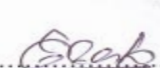
UVA DEVELOPMENT BANK


T M Vijitha Mallehewa
Chairman

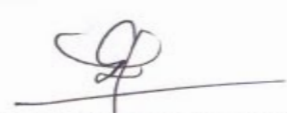

E Karunaratne
General Manager


WITNESS TO THE ABOVE SIGNATURES


K D N Wijesinghe
Chief Manager - Finance & Accounts



K M Gunathilake
Chief Manager - Recoveries

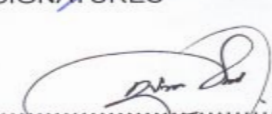
CEYLON BANK EMPLOYEES' UNION


M R Shah
President


Gamini Karunaratne
General Secretary

WITNESS TO THE ABOVE SIGNATURES


Wimal Chandrasena
President - Development Bank Branch


Deepthi Mahanama
Secretary - Development Bank Branch

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