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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Hatton National Bank PLC., No. 479, T. B. Jayah Mawatha, Colombo 10 of the one part and Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 13th November, 2009, regarding the Clerical, Allied Grades & Support Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th March, 2010,

Collective Agreement No. 20 of 2010

COLLECTIVE AGREEMENT – MEDICAL STAFF

This Collective Agreement made this 13th day of November, 2009, between Hatton National Bank Plc., a Bank duly registered in Sri Lanka and having its registered office at No. 479, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as "the Bank")

of the one part

AND

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered office at No. 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 Collective Agreement entered into on 5th September, 2006, which came into effect on 1st April, 2006 and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. **Parties to Be Covered and Bound.**— This Agreement shall cover and bind Hatton National Bank Plc (the Bank), the Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Bank 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 (hereinafter referred to as the employees). This Agreement shall not cover and bind any employee who is an officer, staff officer, secretary, executive or any other staff on special rates of pay.

2. **Date of Operation and Duration.**— This Agreement shall come into force on the 1st April, 2009 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, 2012. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July, 2011.

3. **Earlier Agreements.**— This Agreement shall supercede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements 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 2009 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 (CCPI) of 3000.0 which is equivalent to 89.55 of CCPI (N).

(6) **Immediate Increase and Conversion to Salary Scales** .- For the placement of an employee on the salary scale applicable in the First Schedule with effect from 01. 04. 2009, the following provisions shall apply.

- (i) A sum equal to 18% of the gross salary (salary plus cost of living allowance) payable to an employee as at March 2009 shall be added to the salary of an employee as at such time.
- (ii) Each employee shall be placed on the corresponding point on the scale applicable to such employee in rupee terms, in the First Schedule hereto. Provided there is no such corresponding point, an employee shall be placed on the next higher point on the said scale.
- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 2% increase calculated on the gross salary as at 31.03.2009, with effect from 01.04.2010 and thereafter placed on the corresponding point on the scale in the First Schedule hereto. Provided there is no such corresponding point, an employee shall be placed on the next higher point on the said scale.

(7) **Allowances**

- (a) **Cost of Living Allowance** .- The cost of living allowance shall be paid to employees from the 1st April 2009 at Rs. 2.75 per point increase which is equivalent to Rs. 92.125 per point increase under the CCPI (N) beyond the CCPI base figure of 3000.0 [CCPI (N) =89.55]

(b) **Cashiers' Risk Allowance and Tellers, Allowance**

- (i) Where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs. 900/- 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. 550/- only.
- (ii) 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 up to Rs 50,000/- the daily allowance shall be Rs 100/- up to a maximum of Rs. 1,500/- 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. 1,500/-
- (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) **Disturbance Allowance**

An employee called upon to report for work before 7.00 a.m. shall receive Rs. 250/- per day, and if required to report before 6.30 a.m. shall receive Rs. 300/- 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 2009 and the date hereof, shall be entitled to his pension calculated on the basis of the salary in terms of clause 6(i) hereof.

(10) **Promotion to Grade II.** - Subject to provisions of clauses 11, 12, 13 and 14 hereof, an employee 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**

- (1) 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 (DBF) plus three complete years of service with the Bank in which such employee serves, or
- (b) On successful completion of examinations leading to stage 1/ Banking Certificate of the Chartered Institute of Bankers (London) or Intermediate Examination of or the Institute of Bankers of Sri Lanka (CBF) 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) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 3 subject to an application being made by the employee.
- (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 Intermediate Examination of the Institute of Bankers, Sri Lanka Examination (CBF) in which event the minimum period of service will be five years in Grade II or four 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 (DBF) in which event the minimum period of service will be five 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) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.
- (e) On promotion to Grade II 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.
- (f) 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.

13. **Promotions from Grade III to Grade IV.**— The following principles shall apply to the promotion of an employee from Grade III to Grade IV of the basic salary scales in the First Schedule hereto:

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 4 subject to an application being made by the employee.
- (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 III, or
 - (ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Intermediate Examination of the Institute of Bankers, Sri Lanka Examination (CBF) in which event the minimum period of service will be five years in Grade III or four 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) or the Institute of Bankers, Sri Lanka (DBF), in which event the minimum period of service will be five years in Grade III or three years post-qualification experience in Grade III, whichever is lower.
- (c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.
- (e) 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.
- (f) 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.

14. **Re-designation of Typists, Telephone Operators / Receptionists to Banking Assistants**

- (i) A Typist shall be considered for re-designation as a Banking Assistant provided such employee possesses the following eligibility requirements:
 - (a) Three years service and passing Part I of the Institute of Bankers of Sri Lanka Examination (CBF).
 - (b) On completion of the Final Examination of the Institute of Bankers (DBF)
 - (c) Six years service and the relevant qualifications for entry as a Banking Assistant
 - (d) Six years service without requisite qualifications for entry as a Banking Assistant but subject to success at a written examination conducted by the Bank.
- (ii) Based on requests received from Telephone Operators / Receptionists for re-designation as Banking Assistants, the Bank shall consider such requests provided the employee possesses the following eligibility requirements.
 - (a) Six years in the Bank and the successful completion of Part I of the Institute of Bankers' Examination (CBF).
- (iii) Employees who satisfy such eligibility requirements stated at 14(ii)(a) above will be required to successfully complete an examination that will be conducted by the Bank and the decision on re-designation shall be subject to a good record of overall performance and an interview by the Bank.
- (iv) Any employee re-designated as a Banking Assistant in terms of the proceeding Clause will be eligible for promotion to Grade 2 in accordance with the provisions of Clauses (10) and (11) hereof and the period of service as required in the said Clauses will relate to the period such employee has served in the re-designated capacity of Banking Assistant.

15. **Minor Staff Promotions.**— Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider minor staff for promotions subject to the following criteria:

(a) **Peon to Banking Assistant.**—

- i. The number of vacancies in the banking assistant 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 Bank.

- ii. Any peon or labourer 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 Bankers (London) or Intermediate Examination of the Institute of Bankers of Sri Lanka (CBF) will be eligible to apply and will be considered for such banking assistant position. The selection process will include medical examinations, interviews written tests etc, as determined by the Bank.
- iii. Any peon whose record of service and conduct has been satisfactory, with more than seven years' service with the Bank, 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 paragraph (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 Bank for a further period of up to six months during which, or at the end of which, the Bank 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 Banking Assistant 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 Banking Assistant 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 Bank 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 Bank.
 - 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 medical examinations, interviews and written tests to assess among other things the knowledge of written/spoken language as appropriate in such manner as shall be determined by the Bank.
 - iii. Any labourer promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, if the performance of such labourer is found to be unsatisfactory, the Bank may at their discretion revert such peon to his earlier position and salary.
 - iv. The basic salary payable to any labourer promoted in the manner specified above shall be the nearest highest point in the Peon Salary Scale in relation to his basic salary received at such time as a labourer, which will result in an increase of not less than the value of two increments on the labourer 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 Peon Salary Scale.
 - v. Any labourer who conforms to the above requirements shall be promoted if there are vacancies.
 - vi. The decision of the Bank in respect of selection for promotion shall be final and conclusive.
- (c) Where the Union is dissatisfied with regard to a non-promotion concerning minor staff, it is agreed that the Bank concerned would discuss the issue in the Monitoring Committee to be set up under this Collective Agreement.

(d) *Promotions - Electricians.-*

Following principles shall apply to the promotion of the Electricians.

- i. ***Promotions from Grade I to Grade II (Asst. Supervisor).***— Employees who sit for and successfully complete the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education and Training or an equivalent examination and who have completed four years of service with the Bank will be considered for placement on grade II of the Electricians service provided however that their past record of overall performance attendance and conduct as assessed by the bank justifies such consideration.

Alternatively in the absence of such exam those who complete seven years in Grade I will be placed on Grade II of the Electrician's service. On promotion an employee so promoted shall receive not less than the value of two increments in grade I when placed in Grade II.

- ii. ***Promotions from Grade II to Grade III (Supervisor).***— (a) All promotions to Grade III will be after an application is made by an employee to the Bank. 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 the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education and Training or an equivalent examination with five years post qualification experience in grade II, or
- (iii) An employee who has completed all stages of the examination leading to the Diploma in Technology of the Open university or equivalent with seven years service in Grade II or three years post qualification experience in Grade II.

(c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and Punctuality.

(d) 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.

(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.

- iii. ***Promotions from Grade III to Grade IV (Senior Supervisor).***— (a) All promotions to grade IV will be after an application is made by an employee to the Bank. 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 III. or
- (ii) An employee who has successfully completed the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the department of Technical Education and Training or an equivalent examinations with seven in Grade III or five years post -qualifying Experience in Grade III.

(c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) On promotion to Grade IV and employee will be place on a point, which will result in an increase of not less than the value of two increments on Grade III.

(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.

- (iv) **Promotions to the Grade of Technical Assistant.**– (a) All promotions to the post of Technical Assistant will be after an application is made by an employee to the Bank. Promotions 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 IV, or
 - ii. An employee who has successfully completed all stages leading to the Diploma in Technology of the open University or an equivalent examination, whilst serving in grade IV, or
 - iii. An employee who has successfully completed all stages leading to the Diploma in Technology of the open University or an equivalent examination with a minimum period of three years service in Grade III.
- (c) Promotion to Technical Assistant will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) On promotion to Technical Assistant 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 or IV.
- (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.
- (v) **Promotions from Technical Assistant to Junior Technical Officer.**– (a) All promotions to the Junior Technical officer will be after an application is made by an employee to the bank. Promotions 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 successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination with three years service in the grade of Technical Assistant.
 - (ii) Promotion to the post of Junior Technical Officer will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
 - (iii) On promotion to the Junior Technical Officer, an employee will be placed on a point, which will result in an increase of not less than the value of two increments on the grade of Technical Assistant.
- (c) 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.
- (vi) **Promotions from the Junior Technical Officer to the Technical Officer.**– (a) Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider Junior Technical officers for promotions to the grade of Technical Officer subject to the requirements applicable to the recruitment of Technical Officers to the Bank . The Minimum service requirement will be three years as Junior Technical Officer with an excellent record of Service.
- (b) The salary Scale applicable to this Grade will be the scale applicable to Junior Executive Grade I.
- (c) 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.

16. Provident Fund.

- (a) **Rate 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 and the amount paid for that month as cost of living allowance subject to the Rules of the Provident Fund.

- (b) **Interest on Provident fund contributions held by Bank.**— 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 NSB or HNB which ever 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 a pension or payment in lieu of pension as the case may be, such employees 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 Employee's 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 1.1.71 to 31.12.80	—	9% of gross salary
From 1.1.81 onwards	—	12% of gross salary

Prior to 31.12.70 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.

17. 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 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.

18. Terminal Benefits

(a) Pensions –

An employee shall, Upon reaching the retirement age of the Bank 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) be entitled to a monthly pension computed on the following basis:

$$\frac{\text{No. of completed years}}{\text{Service (max. 35 years) plus 5}} \times \text{Retirement age of the Bank} \quad \text{X} \quad \text{monthly salary payable in the month of retirement} + \text{COLA}$$

(b) Premature Retirement on Medical Grounds/disability

An employee entitled to a pension in terms of (a) above who is found to be unable to continue to perform his duties as a result of infirmity /disability, as certified by the Banks 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 computed on the same basis referred to at clause 19(a) above. 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 pre-acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

- (c) **Lump Sum Gratuity in Lieu of Pension Rights.**— An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis.

No. of completed years	1 month's salary plus 1 month's Cost of Living Allowance calculated for
Service (max. 35 years) plus 5 X	the month of retirement

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 19.

- (d) **Death Gratuity.**— On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two months gross salary for each year of completed service subject to a minimum of nine months' gross 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. The gross salary for this purpose shall be the last drawn salary plus Cost of Living Allowance.

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.

- (e) **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 (a), (b), (c), and (d) 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 and the Cost of Living Allowance referred to at Clause 7(a) hereof.

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.

(f) **Commuted Pension** –

- (i) An employee entitled to a pension and who has not opted for the lump sum gratuity in lieu of such pension may at the time of retirement opt for a commuted pension and in such event, a sum equal to 25% of the monthly pension into 120 will be paid by way of commuted pension.
- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

19. **Medical Scheme.**—

- (i) **Reimbursement of Medical Expenses for Non-Hospitalization Expenses.**— The Bank will reimburse an employee up to a maximum of Rs. 17,500/- per annum 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 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 up to a maximum of Rs. 7,500/- on a noncumulative 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 I 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-Hospitalization and Nonsurgical 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 10,000.00 |
| (b) Dentures & Nerve Fillings | — | Rs 7,000.00 |
| (c) Hearing Aids | — | Rs 7,000.00 |

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 from a Medical Eye Specialist. In case of Spectacles an employee is also entitled to replace the lenses only within the overall limit of Rs. 10,000/- 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 Hospitalizations Expenditure.**— Employees will be reimbursed on account of surgical and hospitalization (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) <i>Hospital or Nursing Room Charges:</i> | | |
| Daily Limit | — | Standard A/C Room charge per day |
| Government Hospital Allowance | — | Rs. 1,000.00 per day |
| (b) Emergency Treatment Travel Expenses (maximum) | — | Rs. 2,000.00 |
| * The rate is Rs. 30.00 per kilometer | | |
| (c) Overall Limit for any one event | — | Rs. 110,000.00 |
| (d) Overall limit for any one year | — | Rs. 120,000.00 |

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 Second 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 hospitalization expenses, for maternity, an Employee shall not be entitled to the grant in terms of (a) above.

20. **Bonus.**— Without prejudice to the claim of the Bank that bonus payments are ex-gratia, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' 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. The salary for this purpose shall include the cost of living allowance payable for that month.

21. **Probation.**— Every Employee recruited by the Bank will serve a period of nine months probation subject to the right of the Bank to extend the period of probation by a period of three months.

22. **Release of Parent/Branch Union Office Bearers.**— Office bearers of the Parent Union or the Branch Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total No. of Office Bearers so released in terms of this Agreement or any other Agreement shall not exceed one.
- (b) No Employee shall be released for more than two years on a single occasion during a period of six years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause (19) hereof.

23. **Concessions to Branch Union Office Bearers and General Councilors.**—

- (a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts and with their respective Bank Managements – exclusively on matters pertaining to the Bank.
- (b) It is agreed that Central Committee Members (General Council) of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation Central Committee Members, they would be permitted leave for the whole day for 12 Central Committee Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to Central Committee Members to attend Parent Union Central Committee Meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m.. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- (e) The Bank agrees to release once every 02 years for the Delegates Conference of the Union all such delegates in the employment of the Bank up to a maximum of 01 day provided however, that the No. to be released shall be discussed and agreed between the branch union and the management and such release will not result in a disruption to the operations of the Bank.

24. **Special Leave to Visit Outstation Branches.**— The Banks shall permit branch union office bearers or the Central Committee members of the branch union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e. if there are X branches the total No. of days paid leave available shall also be X. For this purpose an outstation branch is one situated more than 30 miles from Colombo. The release of Central Committee Members or branch union office bearers shall not exceed six employees at any given time in terms hereof and / or under any other Agreement between parties.

25. **Overtime.**—

- (a) If required by his employer an employee shall work reasonable overtime which has been authorised by the Employer, subject to the provisions of any law for the time being in force.
- (b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

26. Annual 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) At the end of the first year of employment the employee qualifies for proportionate leave as follows:
 - (a) The full annual holiday of 21 days if his employment commenced on or after 1st January but before 1st April.
 - (b) A holiday of 15 days if his employment commenced on or after 1st April but before 1st July.
 - (c) A holiday of 11 days if his employment commenced on or after 1st July but before 1st October, and
 - (d) A holiday of 6 days if his employment commenced on or after 1st October.
- (iii) **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.
- (iv) **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 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) day 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.

27. Suspension:

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

28. Disciplinary Procedure.— Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, 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 withi 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 an 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' 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 Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defense for unacceptable conduct) or a Central Committee Member of the 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 Branch 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 a inquiry for any reason whatsoever shall not vitiate such inquiry, not 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 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 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 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 a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employee or the Union shall within three (3) months form 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 employments 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.

29. **Technology:**

- (i) The third Schedule hereto contains matters relating to new computer Based Banking Technology agreed upon between the parties.
- (ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank. i.e. published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.
- (iii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement and subject to subclause (ii) above.
- (iv) Not with standing the provisions of (iii) above, the Union will not be entitled to raise any industria dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any reorientations/dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.
- (v) It is agreed that any matter raised by the union relating to the adverse effect of the use of computers shall be referred to the Monitoring committee set up under the Collective agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank concerned implement such changes.

30. **Trade Union Action:**

- (a) **Matters Related and Covered in the Agreement.**— The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.
- (b) **Matters Not Related and Not Covered in this Agreement.**— The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstration or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until —
 - (i) The Branch Union of the Bank has exhausted all form of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
 - (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/or the Employers' Federation of Ceylon.
 - (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has go 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 the to the Commissioner General of Labour.

31. **Union check-off Facilities.**— During the continuance in force of this Agreement and provided the 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 Union violating any of the provisions of this Collective Agreement in relation to the Bank.

32. **Implementation and Interpretation of this Agreement:**

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the collective Agreement is being implemented 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 representative from the Union. The bank or the 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.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the industrial disputes Act, 1950.

33. **Consequences of Termination of Agreement.**— On the termination of this Agreement all terms, conditions, benefits, facilities and concessions enjoyed by the Union and/or its members shall ipso facto cease.

34. **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
Cost of Living Allowance	the Cost of Living Allowance calculated in the manner set out in clause 7 hereof on the Cost of Living Index figure published by the Department of Census and Statistic each month.
Cost of Living Index	The Cost of Living Index published monthly by the Department of Census and Statistics.
Parent Union	The Ceylon Bank Employees' Union.
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Hatton National Bank Plc.
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 the branch Union of the Ceylon Bank Employees' Union at Hatton National Bank Plc.
Salary	Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine

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

SCHEDULE 1

COLLECTIVE AGREEMENT - 2009

Scales Consolidated at COLA Base Index Figure of 3000

Banking Assistants / Typists / Telephone Operators

<i>Grade 1</i>		<i>Grade 2</i>		<i>Grade 3</i>		<i>Grade 4</i>	
<i>New Basic</i>		<i>New Basic</i>		<i>New Basic</i>		<i>New Basic</i>	
1	26,150		27,355		28,660		31,105
2	26,350		27,590		28,950		31,445
3	26,550		27,825		29,240		31,785
4	26,750		28,060		29,530		32,125
5	26,950		28,295		29,820		32,465
6	27,150		28,530		30,110		32,805
7	27,350		28,765		30,400		33,145
8	27,550		29,000		30,690		33,485
9	27,750		29,235		30,980		33,825
10	27,950		29,470		31,270		34,165
11	28,150		29,705		31,560		34,505
12	28,350		29,940		31,850		34,845
13	28,550		30,175		32,140		35,185
14	28,750		30,410		32,430		35,525
15	28,950		30,645		32,720		35,865
16	29,150		30,880		33,010		36,205
17	29,350		31,115		33,300		36,545
18	29,550		31,350		33,590		36,885
19	29,750		31,585		33,880		37,225
20	29,950		31,820		34,170		37,565
21	30,150		32,055		34,460		37,905
22	30,350		32,290		34,750		38,245
23	30,550		32,525		35,040		38,585
24	30,750		32,760		35,330		38,925
25	30,950		32,995		35,620		39,265
26	31,150		33,230		35,910		39,605
27	31,350		33,465		36,200		39,945
28	31,550		33,700		36,490		40,285
29	31,750		33,935		36,780		40,625
30	31,950		34,170		37,070		40,965
31	32,150		34,405		37,360		41,305
32	32,350		34,640		37,650		41,645
33	32,550		34,875		37,940		41,985
34	32,750		35,110		38,230		42,325
35	32,950		35,345		38,520		42,665
36	33,150		35,580		38,810		43,005
37	33,350		35,815		39,100		43,345
38	33,550		36,050		39,390		43,685
39	33,750		36,285		39,680		44,025
40	33,950 X 200		36,520 X 235		39,970 X 290		44,365 X 340

SCHEDULE 1

COLLECTIVE AGREEMENT - 2009

Scales Consolidated at COLA Base Index Figure of 3000

Peon / Watchers / Lift Operators / Plumbers

<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>
<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>
1 25,460	26,400	27,270	29,290
2 25,590	26,570	27,470	29,500
3 25,720	26,740	27,670	29,710
4 25,850	26,910	27,870	29,920
5 25,980	27,080	28,070	30,130
6 26,110	27,250	28,270	30,340
7 26,240	27,420	28,470	30,550
8 26,370	27,590	28,670	30,760
9 26,500	27,760	28,870	30,970
10 26,630	27,930	29,070	31,180
11 26,760	28,100	29,270	31,390
12 26,890	28,270	29,470	31,600
13 27,020	28,440	29,670	31,810
14 27,150	28,610	29,870	32,020
15 27,280	28,780	30,070	32,230
16 27,410	28,950	30,270	32,440
17 27,540	29,120	30,470	32,650
18 27,670	29,290	30,670	32,860
19 27,800	29,460	30,870	33,070
20 27,930	29,630	31,070	33,280
21 28,060	29,800	31,270	33,490
22 28,190	29,970	31,470	33,700
23 28,320	30,140	31,670	33,910
24 28,450	30,310	31,870	34,120
25 28,580	30,480	32,070	34,330
26 28,710	30,650	32,270	34,540
27 28,840	30,820	32,470	34,750
28 28,970	30,990	32,670	34,960
29 29,100	31,160	32,870	35,170
30 29,230	31,330	33,070	35,380
31 29,360	31,500	33,270	35,590
32 29,490	31,670	33,470	35,800
33 29,620	31,840	33,670	36,010
34 29,750	32,010	33,870	36,220
35 29,880	32,180	34,070	36,430
36 30,010	32,350	34,270	36,640
37 30,140	32,520	34,470	36,850
38 30,270	32,690	34,670	37,060
39 30,400	32,860	34,870	37,270
40 30,530	33,030	35,070	37,480

SCHEDULE 1

COLLECTIVE AGREEMENT - 2009

Scales Consolidated at Cola Base Index Figure of 3000

Drivers				
<i>Grade 1</i>		<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>
<i>New Basic</i>		<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>
1	25,875	26,825	27,680	29,695
2	26,015	27,005	27,880	29,905
3	26,155	27,185	28,080	30,115
4	26,295	27,365	28,280	30,325
5	26,435	27,545	28,480	30,535
6	26,575	27,725	28,680	30,745
7	26,715	27,905	28,880	30,955
8	26,855	28,085	29,080	31,165
9	26,995	28,265	29,280	31,375
10	27,135	28,445	29,480	31,585
11	27,275	28,625	29,680	31,795
12	27,415	28,805	29,880	32,005
13	27,555	28,985	30,080	32,215
14	27,695	29,165	30,280	32,425
15	27,835	29,345	30,480	32,635
16	27,975	29,525	30,680	32,845
17	28,115	29,705	30,880	33,055
18	28,255	29,885	31,080	33,265
19	28,395	30,065	31,280	33,475
20	28,535	30,245	31,480	33,685
21	28,675	30,425	31,680	33,895
22	28,815	30,605	31,880	34,105
23	28,955	30,785	32,080	34,315
24	29,095	30,965	32,280	34,525
25	29,235	31,145	32,480	34,735
26	29,375	31,325	32,680	34,945
27	29,515	31,505	32,880	35,155
28	29,655	31,685	33,080	35,365
29	29,795	31,865	33,280	35,575
30	29,935	32,045	33,480	35,785
31	30,075	32,225	33,680	35,995
32	30,215	32,405	33,880	36,205
33	30,355	32,585	34,080	36,415
34	30,495	32,765	34,280	36,625
35	30,635	32,945	34,480	36,835
36	30,775	33,125	34,680	37,045
37	30,915	33,305	34,880	37,255
38	31,055	33,485	35,080	37,465
39	31,195	33,665	35,280	37,675
40	31,335 ×140/-	33,845 ×180/-	35,480 ×200/-	37,885 ×210/-

SCHEDULE 1

COLLECTIVE AGREEMENT - 2009

Scales Consolidated at COLA Base Index Figure of 3000

Labourers

<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>
<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>
1 25,175	26,105	26,990	28,910
2 25,305	26,245	27,170	29,120
3 25,435	26,385	27,350	29,330
4 25,565	26,525	27,530	29,540
5 25,695	26,665	27,710	29,750
6 25,825	26,805	27,890	29,960
7 25,955	26,945	28,070	30,170
8 26,085	27,085	28,250	30,380
9 26,215	27,225	28,430	30,590
10 26,345	27,365	28,610	30,800
11 26,475	27,505	28,790	31,010
12 26,605	27,645	28,970	31,220
13 26,735	27,785	29,150	31,430
14 26,865	27,925	29,330	31,640
15 26,995	28,065	29,510	31,850
16 27,125	28,205	29,690	32,060
17 27,255	28,345	29,870	32,270
18 27,385	28,485	30,050	32,480
19 27,515	28,625	30,230	32,690
20 27,645	28,765	30,410	33,900
21 27,775	28,905	30,590	33,110
22 27,905	29,045	30,770	33,320
23 28,035	29,185	30,950	33,530
24 28,165	29,325	31,130	33,740
25 28,295	29,465	31,310	33,950
26 28,425	29,605	31,490	34,160
27 28,555	29,745	31,670	34,370
28 28,685	29,885	31,850	34,580
29 28,815	30,025	32,030	34,790
30 28,945	30,165	32,210	35,000
31 29,075	30,305	32,390	35,210
32 29,205	30,445	32,570	35,420
33 29,335	30,585	32,750	35,630
34 29,465	30,725	32,930	35,840
35 29,595	30,865	33,110	36,050
36 29,725	31,005	33,290	36,260
37 29,855	31,145	33,470	36,470
38 29,985	31,285	33,650	36,680
39 30,115	31,425	33,830	36,890
40 30,245 × 130	31,565 × 140	34,010 × 180	37,100 × 210

SCHEDULE I

COLLECTIVE AGREEMENT - 2009

Scales Consolidated at COLA Base Index Figure of 3000

Electricians/Asst. Supervisors/Supervisors/Senior Supervisors

	<i>Grade 1</i>	<i>Grade 2</i>	<i>Grade 3</i>	<i>Grade 4</i>
	<i>Electricians</i>	<i>Asst. Supervisors</i>	<i>Supervisors</i>	<i>Senior Supervisors</i>
	<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>	<i>New Basic</i>
1	25,875	26, 825	27,680	29,695
2	26,015	27,005	27,880	29,905
3	26,155	27,185	28,080	30,115
4	26,295	27,365	28,280	30,325
5	26,435	27,545	28,480	30,535
6	26,575	27,725	28,680	30,745
7	26,715	27,905	28,880	30,955
8	26,855	28,085	29,080	31,165
9	26,995	28,265	29,280	31,375
10	27,135	28,445	29,480	31,585
11	27,275	28,625	29,680	31,795
12	27,415	28,805	29,880	32,005
13	27,555	28,985	30,080	32,215
14	27,695	29,165	30,280	32,425
15	27,835	29,345	30,480	32,635
16	27,975	29,525	30,680	32,845
17	28,115	29,705	30,880	33,055
18	28,255	29,885	31,080	33,265
19	28,395	30,065	31,280	33,475
20	28,535	30,245	31,480	33,685
21	28,675	30,425	31,680	33,895
22	28,815	30,605	31,880	34,105
23	28,955	30,785	32,080	34,315
24	29,095	30,965	32,280	34,525
25	29,235	31,145	32,480	34,735
26	29,375	31,325	32,680	34,945
27	29,515	31,505	32,880	35,155
28	29,655	31,685	33,080	35,365
29	29,795	31,865	33,280	35,575
30	29,935	32,045	33,480	35,785
31	30,075	32,225	33,680	35,995
32	30,215	32,405	33,880	36,205
33	30,355	32,585	34,080	36,415
34	30,495	32,765	34,280	36,625
35	30,635	32,945	34,480	36,835
36	30,775	33,125	34,680	37,045
37	30,915	33,305	34,880	37,255
38	31,055	33,485	35,080	37,465
39	31,195	33,665	35,280	37,675
40	31,335X140/-	33,845 X180/-	35,480 X200/-	37,885 X210/-

SCHEDULE I

Collective Agreement - 2009

Scales Consolidated at COLA Base Index Figure of 3000

Technical Assistant/Junior Technical Officer

	Technical Assistant <i>New Basic</i>	Junior Technical Officer <i>New Basic</i>
1.	31,715	33,825
2.	32,005	34,225
3.	32,295	34,625
4.	32,585	35,025
5.	32,875	35,425
6.	33,165	35,825
7.	33,455	36,225
8.	33,745	36,625
9.	34,035	37,025
10.	34,325	37,425
11.	34,615	37,825
12.	34,905	38,225
13.	35,195	38,625
14.	35,485	39,025
15.	35,775	39,425
16.	36,065	39,825
17.	36,355	40,225
18.	36,645	40,625
19.	36,935	41,025
20.	37,225	41,425
21.	37,515	41,825
22.	37,805	42,225
23.	38,095	42,625
24.	38,385	43,025
25.	38,675	43,425
26.	38,965	43,825
27.	39,255	44,225
28.	39,545	44,625
29.	39,835	45,025
30.	40,125	45,425
31.	40,415	45,825
32.	40,705	46,225
33.	40,995	46,625
34.	41,285	47,025
35.	41,575	47,425
36.	41,865	47,825
37.	42,155	48,225
38.	42,445	48,625
39.	42,735	49,025
40.	43,025 × 290	49,425 × 400

Schedule I

Collective Agreement – 2009

Scales Consolidated at COLA Base Index Figure of 3000

Court Clerks			
<i>New Basic</i>		<i>New Basic</i>	<i>New Basic</i>
1. 13,260	41. 19,260	81. 25,260	
2. 13,410	42. 19,410	82. 25,410	
3. 13,560	43. 19,560	83. 25,560	
4. 13,710	44. 19,710	84. 25,710	
5. 13,860	45. 19,860	85. 25,860	
6. 14,010	46. 20,010	86. 26,010	
7. 14,160	47. 20,160	87. 26,160	
8. 14,310	48. 20,310	88. 26,310	
9. 14,460	49. 20,460	89. 26,460	
10. 14,610	50. 20,610	90. 26,610	
11. 14,760	51. 20,760	91. 26,760	
12. 14,910	52. 20,910	92. 26,910	
13. 15,060	53. 21,060	93. 27,060	
14. 15,210	54. 21,210	94. 27,210	
15. 15,360	55. 21,360	95. 27,360	
16. 15,510	56. 21,510	96. 27,510	
17. 15,660	57. 21,660	97. 27,660	
18. 15,810	58. 21,810	98. 27,810	
19. 15,960	59. 21,960	99. 27,960	
20. 16,110	60. 22,110	100. 28,110	
21. 16,260	61. 22,260	101. 28,260	
22. 16,410	62. 22,410	102. 28,410	
23. 16,560	63. 22,560	103. 28,560	
24. 16,710	64. 22,710	104. 28,710	
25. 16,860	65. 22,860	105. 28,860	
26. 17,010	66. 23,010	106. 29,010	
27. 17,160	67. 23,160	107. 29,160	
28. 17,310	68. 23,310	108. 29,310	
29. 17,460	69. 23,460	109. 29,460	
30. 17,610	70. 23,610	110. 29,610	
31. 17,760	71. 23,760	111. 29,760	
32. 17,910	72. 23,910	112. 29,910	
33. 18,060	73. 24,060	113. 30,060	
34. 18,210	74. 24,210	114. 30,210	
35. 18,360	75. 24,360	115. 30,360	
36. 18,510	76. 24,510	116. 30,510	
37. 18,660	77. 24,660	117. 30,660	
38. 18,810	78. 24,810	118. 30,810	
39. 18,960	79. 24,960	119. 30,960	
40. 19,110 × 150	80. 25,110 × 150	120. 31,110 × 150	

THE SECOND 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 documentations 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 19 (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 furnishing 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 licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully licenced standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by 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 19 (iv) of the agreement shall be deemed to be the period 1st January 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 month 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 19 (iv) of the agreement.

THE THIRD SCHEDULE

The parties agree to the following conditions in relation to the introduction of new Computed Based Banking Technology by the Bank covered and bound by this Agreement.

(1) Wherever practical, the Bank will endeavour to ensue that jobs are designed to include a mix of VDU/non VDU tasks which seek to provide variation in visual and mental demands upon the operator.

(2) The workload of operators of VDUs will be regularly reviewed by management for the purpose of ensuring proper safety and effectiveness of the operation.

(3) The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.

(4)(a) In selecting VDUs the Bank will attempt to obtain equipment which will ensure the following:

(i) Screens that give clear stable images.

(ii) Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.

(iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.

(b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.

The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees.

The Bank will endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.

Employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.

Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary will be borne by the Bank on the following basis.

- (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
- (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the Scheme, the Bank will bear such additional cost as well.

(5) Accepting the fact that continuous work at a terminal by a data entry operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.

(6) The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.

(7) The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options.

- (a) The aforementioned excess employees may be transferred to other sections/departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment which the Bank would under normal circumstances be entitled to effect.
- (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employer considered it necessary.
- (c) The Banks will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this Schedule.
- (8) For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.

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.

.....
Signature of Claimant

.....
Date

28A

I කොටස: (I) ඡේදය - ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජයේ අති විශේෂ ගැසට් පත්‍රය - 2010.03.18

PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 18.03.2010

In witness hereof the said parties have set their hands hereunto on this 13th day of November 2009 at Colombo.



For and on behalf of
Hatton National Bank PLC

Name : J R P M Paiva
Designation : Deputy General Manager
Human Resources & Administration



For and on behalf of
Ceylon Bank Employees' Union

Name : M Sukumaran
Designation : General Secretary



R L P Peiris
Director General
Employers' Federation of Ceylon


H P Ashoka Dharmasiri
Assistant Secretary
Ceylon Bank Employees' Union

Witness



U P P Gooneratne
Senior Manager - Industrial Relations
Hatton National Bank PLC



S B Abeysekera
President
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch


Eranganath Edirisinghe
Secretary
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch

We hereby certify that this is the Collective Agreement signed on behalf of the Hatton National Bank PLC with the Ceylon Bank Employees' Union

HATTON NATIONAL BANK PLC


Indrani Goonesekera (Mrs)
DGM (LEGAL) / BOARD SECRETARY


R Theagarajah
MANAGING DIRECTOR

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ruhunu Development Bank, No. 382 A, Anagarika Dharnapala 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 the Ceylon Bank Employees Union, No.20, Temple Road, Colombo 03 of the other part on 01st January 2009 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th March, 2010.

Collective Agreement No. 22 of 2010

COLLECTIVE AGREEMENT

between

Ruhuna Development Bank, No. 382 A, Anagarika Dharnapala 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 Twenty Second day of November 2009, 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 1st January, 2009 to 31st December, 2011 (hereinafter referred to as "the Agreement").

A. GENERAL

1. EMPLOYERS TO BE COVERED AND BOUND

1.1 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 1st January, 2009 and shall thereafter continue to be in force unless it is determined by either party giving six months notice in writing to the other part, provided however that no party shall give such notice to the other party before the 1st day of July 2011 and such notice shall not expire before the 31st day of December, 2011.

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 1st January, 2009 each employee covered and bound by this Collective Agreement shall be paid upon and subject to the other terms and conditions herein contained.

- I) Fixed Component linked to "Basic Salary" and related allowances.
- II) Variable Component linked to performance.

5.1. Fixed Component

5.1.1 The Fixed Component comprises the following items.

- I) Basic Salary as set out in Schedule 1 hereto.
- II) Allowance - In addition to the basic salary, the following allowances will be paid, effective from 1st January, 2009.

5.1.2 The Cost of Living Allowance shall be paid at the rate of Rs. 100.50 for each point of the New Colombo Consumer Price Index (NCCPI based 2002=100), the amount of which shall not be less than the amount paid for December 2008.

5.1.3. The Rent Allowance shall be paid at the rate 20% of the Basic Salary.

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.(1), 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 at the rate of 2.50% of the Gross Salary computed in terms of clause 5.1.5 for the year 2009 and 5.00% for the year 2010 and 7.50% for the year 2011 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 Mobilization 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 2009 as against the year 2008 and a further 0.5% increase for the year 2010 as against the year 2009 and a further 0.5% increase for the year 2011 as against the year 2010.

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 Mobilization

Taking the immediately preceding year as the base year for every succeeding year eg. taking 2008, 2009 and 2010 as base years for 2009, 2010 and 2011 respectively commencing from year 2009 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 2008 was 14% as against the year 2007, the benchmark for the year 2009 should be 16% as against 2008.

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

Accordingly, the growth of Normal Savings Deposits should be increased by an amount not less than 60% of the Deposits mobilized in the year under consideration.

5.2.4 Determination of Benchmark for Non-Performing Loans

3% reduction for the year 2009, 2010 and 2011 in the Non-Performing Loan portfolio as against the Non-Performing Loan portfolio as against the Non-performing Loan Portfolios for the years 2008, 2009 and 2010 respectively.

However if the Non-Performing Loan portfolio is maintained at the lowest point of 7% 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 year 2009, 2010 and 2011 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 Benchbank 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.

e.g. - An employee who had been on the 5th step of the scale as at 31st December, 2008, will be placed on the 5th step of the relevant revised scale with effect from 1st January, 2009.

- 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 at least one increment 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 as 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 increments should be adjusted in the salary structure on the present incremental value.

e.g. - An employee promoted to grade 8-1 and who would have earned a salary of Rs. 8,230 in the grade 9-111 should be adjusted to the new basic salary of Rs. 8,350 and 19 increments of Rs. 100 and thereafter according to Schedule 1, until his/her new salary increments exceeds Rs. 100 in the new structure he/she should be granted increments of Rs. 100 annually.

C. ALLOWANCES**6. Difficult Station Allowance.-**

- 6.1 A payment of Rs. 1,000 per month will be paid to an employee who works in a difficult station provided however the employee resides beyond 15 kilo metres from the work station.
- 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 Difficult Stations.-

- 6.3.1 *Ruhubu Development Bank.*- Deniyaya, Gonagalapura, Katuwana, Lunugamwehera, Mawarala, Morawaka, Neluwa, Pitigala, Suriyawewa, Talgaswala, Urubokka.
- 6.3.2 *Kandurata Development Bank.*- Agarapathana, Kotagala, Laggala, Morayaya, Nildandahinna, Pundaluoya, Udadumbara, Udawela, Wilgamuwa.
- 6.3.3 *Rajarata Development Bank.*- Aralaganwila, Bakamuna, Galamuna, Galenbindunuwewa, Galnewa, Pulastigama, Siripura.
- 6.3.4 *Wayamba Development Bank.*- Anamaduwa, Galgamuwa, Mahawa, Mampuri, Mundel, Nawagattegama, Nikaweratiya, Palakuda, Polpitigama, Puttalam.
- 6.3.5. *Sabaragamuwa Development Bank.*- Erathne Kalawana, Kitulgala, Kolonna, Meegahathenna
- 6.3.6. *Uva Development Bank.*- Dehiattakandiya, Girandurukotte, Kandaketiya , Lunugala, Mahaoya, Mahiyangana, Potuvill, Ridimaliyadda, Tanamalwila

(7) Distance Station Allowance .

- 7.1 The distance station allowance shall be paid as follows.
- (i) From 50 km to 80km from the permanent residence of the employee Rs. 2,100/=
- (i) From 80 km and above from the permanent residence of the employee Rs. 3,000/=
- 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 uncogenial 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 disciplinarly dealt with.
- 7.7 Distance will be rounded off to the nearest kilometer, e.g. when the distance is 49 km or more, it will be reckoned as 50 km and when it is 79 km or more it will be reckond 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. 275.00
Officer 2	Rs. 250.00
Officer 3-1	Rs. 225.00
Officer 3-11	Rs. 200.00
Officer 3-111	Rs. 175.00
Officer 4	Rs. 150.00

8.2 Out of pocket allowance shall be paid for work performed work performa for more than one hour and every completed 1/4 - hour beyond normal working hours on week days.

8.3 For those working on holidays an additional 1/2 of the above rates will be paid over and above the amount computed for the number of completed hours worked.

8.4 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.

8.5 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

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

9.2 Overtime payments shall be paid for work performed for more than 1/2 hours and every completed - 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.

Grade	Subsistence	Combined
Special 1	Rs. 1,120.00	Rs. 1,820.00
Special 2	Rs. 910.00	Rs. 1,540.00
Special 3	Rs. 720.00	Rs. 1,260.00
Officer 1 1&2	Rs. 560.00	Rs. 1,050.00
Officer 3-1	Rs. 440.00	Rs. 875.00
Officer 3-11 to Gr4	Rs. 360.00	Rs. 770.00
Grade 5-111 to 6-1	Rs. 320.00	Rs. 700.00
Grade 7-111 to 9-1	Rs. 300.00	Rs. 630.00

For Generl Managers, the actual bills will be reimbursed if the cost exceeds the above referred limits.

10.2 Subsistence allowandce 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 kilo meters 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 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.

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. 115.00
5 to 8 hours	Rs. 145.00
8 hours and above	Rs. 175.00

11.2 Field Officers' 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 field officers' combined allowance is claimed other than overtime or out of pocket allowance.
- (ii) In addition the actual expense 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' combined 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 cahiers 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 set out under sub clauses 13.2 to 13.4 hereunder.

Bicycle	Rs. 3.00	per km.
Motor cycle	Rs. 13.00	per km.
Three Wheeler	Rs. 16.00	per km.
Diesel Motor Vehicle	Rs. 22.00	per km.
Petrol Motor Vehicle	Rs. 32.00	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-III 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 October 2009.

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. 50/- per day and for those handling keys irrespective of the grade which he/she belong to and amount of Rs. 40/- 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. 60 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. 240 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. 3,000 whichever is higher.

18. Court Duty Allowance.–

- 18.1 An amount of Rs. 200 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. 750.00
Special 2 to 3	Rs. 700.00
Officer 1 to 3-1	Rs. 600.00
Officer 3-11 to 3-111	Rs. 500.00
Officer 4 to Grade 5-1	Rs. 400.00

- 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 2000hr will be entitled to an allowance of Rs. 75.

21. Branch Managers Special Allowance.-

- 21.1 Payment of special monthly allowance of Rs. 1,500 to those who perform duties as Branch Managers.

22. Special Allowance to Special Grade 3 (AGM).-

- 22.1 Payment of special monthly allowance of Rs. 15,000 to Special Grade 3 (Assistant General Manager) officers.
- 22.2 This allowance is in lieu of payments for work performed during holidays, fuel allowance, telephone allowance etc. which are being paid at present but not referred to in the Collective Agreement.

23. Allowance for Conducting Prosecution & Typing Disciplinary Proceedings.-

- 23.1 Payment of allowance for conducting prosecution in disciplinary inquiries and typing proceedings on the following basis:

	<i>Hourly payment for the duration of the inquiry</i>	<i>Preparation of Submission</i>
01. Prosecution Officer-		
(i) Against Grade 4 officer & above	150.00	1,000.00
(ii) Against Grade 6-1 to 5-111 employee	150.00	600.00
(iii) Against employee Grade 7-111 and below	150.00	500.00
02. Typist	100.00	

- 23.2 These payments are not applicable for inquiries conducted during holidays.

D. WELFARE SCHEMES**24. Insurance**

- 24.1 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.
- 24.2 Action will be taken to obtain insurance cover for each grade as follows.

Chairman and General Manager	Rs. 2,500,000.00
Officer 1 to Deputy General Manager	Rs. 2,500,000.00
Officer 3-1 to Officer 2	Rs. 1,500,000.00
Officer 4 to Officer 3-11	Rs. 1,250,000.00
Officer 9-1 to Grade 5-111	Rs. 1,000,000.00

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

24.4 An employee can at his discretion opt for an insurance cover applicable to a higher grade by paying higher premium, on their own accord.

25. Tea Allowance

25.1 An amount of Rs. 250.00 per employee will be paid monthly as tea allowance.

25.2 Arrangements will be made for preparation of tea in the work place, making use of this allowance.

26. Cold Allowance

26.1 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. 780.00
Support staff, clerical and others	Rs. 600.00

27. Telephone Allowance

27.1 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.

28. Staff Loan Scheme

28.2 Consumption loan

28.2.1. A staff consumption loan scheme of Rs. 150,000.00 at 5% interest per annum will be implemented in all the banks.

28.3 Motor Cycle loan

28.3.1. A staff motor cycle loan scheme of Rs. 75,000.00 at 7% interest per annum will be implemented in the Ruhuna, Kandurata, Rajarata, Wayamba and Uva Development Banks.

28.3.2. A staff motor cycle loan scheme of Rs. 75,000.00 at 6% interest per annum will be implemented in the Sabaragamuwa Development Bank.

28.4 Housing loan

28.4.1. A staff housing loan of Rs. 1,000,000/- at 5% interest per annum will be implemented in all banks.

28.4.2. Granting of a housing loan of Rs. 300,000/- at 5 % interest per annum to employees who are unable to provide security in immovable properties, repayable in 10 years with personal guarantee by two employees of the bank.

28.5 Bicycle Loan

28.5.1. A staff bicycle loan scheme of Rs. 5,000.00 at 5% interest per annum will be implemented in all banks.

28.6 Distress loan

28.6.1. 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.

28.7 Vehicle Loan

28.7.1. A decision on granting of vehicle loans to be taken after the amalgamation of the Regional Development Banks pending which the facilities prevailing at present in each bank to continue.

28.7.2. Loans for the purchase of Three Wheelers should also be granted under this scheme.

28.7.3. Staff vehicle loans recoverable in 7 years will be provided subject to the limits mentioned in the following clauses.

28.7.4 This loan facility will be provided in the Ruhunu and Sabaragamuwa Development Banks only to officers in officer Grade 3-1 and above subject to a maximum limit of Rs. 400,000.00 at 7.5% interest per annum.

28.7.5 This loan facility will be provided in the Rajarata and Uva Development Banks only to officers in officer Grade 2 and above subject to a maximum limit of Rs. 400,000.00 at 7.5% interest per annum.

28.7.6 This loan facility will be provided in the Wayamba Development Bank to officers in the following grades subject to a maximum limits as stipulated below, at 5% interest per annum.

	<i>Maximum Limit</i>
Special Grade 3	Rs. 1,000,000.00
Officer Grade 3-1 to Grade 1	Rs. 400,000.00
Officer Grade 3-111 and 3-11	Rs. 300,000.00

28.7.7 This loan facility will be provided in the Kandurata Development Bank to officers in the following grades subject to a maximum limits as stipulated below, at 7.5% interest per annum.

	<i>Maximum Limit</i>
Special Grade 3	Rs. 1,000,000.00
Officer Grade 1	Rs. 800,000.00
Officer Grade 2	Rs. 600,000.00
Officer Grade 3-1	Rs. 500,000.00

29. Festival Advance.-

29.1 An interest free festival advance of Rs. 10,000.00 will be paid to an employee once a year recoverable in 10 monthly installments.

30. Loan Assurance.-

30.1 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.

30.2 After the amalgamation of the Regional Development Banks, introduction of a Loan Assurance Scheme in respect of staff loans including housing loans funded through the levy recovered at the rate of 1% of the loans of the respective loans taken by employees.

31. Medical Assistance Scheme.-

31.1 Once and for all reimbursement of Rs. 500,000.00 in respect of Critical Illnesses (to be defined) to an employee, the legitimate spouse and children.

31.2 Reimbursement of Rs. 100,000.00 for purchase of medicine in respect of diagnosed long standing Chronic Illness (to be defined) subject to approval by Specialised Doctor.

31.3 (i) Normal medical expenses	Rs. 10,000.00
(ii) Specialist medical expenses	Rs. 25,000.00
(iii) Spectacles (Once in 3 years)	Rs. 5,000.00
(iv) Dental treatment	Rs. 5,000.00
(v) Hospitalization charges	Rs. 100,000.00

(Provision to be made enabling utilization of accumulated unused hospitalization charges for two years)

(vi) Maternity Allowance (For first 3 children born in government hospitals) -

Normal delivery	Rs. 5,000.00
Forceps delivery	Rs. 5,000.00
Caesarean	Rs. 10,000.00

31.4 The Medical Assistance Scheme mentioned above shall come into effect from the date of establishment of the Medical Assistance Fund or 1st January, 2010 whichever is earlier. Until then the scheme prevailing at present to continue.

31.5 Medical Allowance was increased upto Rs. 5,000.00 from the year 2004, out of which the employees were entitled to utilise Rs. 2,500.00 during the year and the balance Rs. 2,500.00 was due to be credited to the Medical Assistance Fund. On establishment of the fund in due course, the remaining balance amount referred to above together with the appropriate contribution by the bank should be credited to this 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.

31.6 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.

32. Inter Bank Transfers.-

32.1 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 and Incentives

33. Employees' Provident Fund and Employees' Trust Fund.-

33.1 The Employees' Provident Fund contribution shall be 10% from the employee and 15% from the bank.

33.2 The Employees' Trust Fund contribution shall be 3% from the bank.

34. Annual Bonus.-

34.1 Action will be taken to pay thrice the basic salary or twice the gross salary of an employee whichever is higher as annual bonus.

34.2 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.

34.3 In the event of annual profit targets being exceeded, it is agreed to pay additional bonuses as decided by respective board of directors.

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

35.1 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.

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

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

36.2 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.

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

36.4 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.

36.5 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.

36.6 Government declared statutory holidays

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

- 36.7 A days lieu live should be granted for work performed on a public holiday before 31st 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.
- 36.8 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.
- 36.9 Overtime can be claimed for work performed beyond 6 hours on public holidays.
- 36.10 Only overtime will be payable for working on Poya days.
- 36.11 Work performed on a public holiday which falls on a weekend will be paid on the basis that it is a normal weekend.
- 36.12 A day's pay of an employee is computed as follows "Gross monthly salary/30".

37. Encashment of accumulated leave.-

- 37.1 7 days out of 14 days annual sick leave entitlement could accumulated upto a maximum of 42 days.
- 37.1.1 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.
- 37.2 An employee must necessarily take 7 days out of the 21 days privilege leave during the relevant year.
- 37.2.1 1 day's pay will be paid for each day upto 14 days accumulated leave out of the 21 days privilege leave.
- 37.3 1 1/2 day pay for each day will be paid for 7 days casual leave.
- 37.4 The maximum number of days encashable leave is 30 days.
- 37.5 The balance leave after encashment can be availed of upto end of March in the following year.
- 37.6 Employees who do not want to encash their accumulated leave can carry forward all such leave to be taken as leave prior to retirement.
- 37.7 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.

38. Retirement Policy.-

- 38.1 An employee's optional age of retirement is 55 years.
- 38.2 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.
- 38.2.1 An employee after completing 55 years of age can at his discretion retire after giving 3 months prior notice to the bank.
- 38.2.2 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.
- 38.2.3 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.

- 38.3 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.
- 38.3.1 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.
- 38.3.2 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.
- 38.3.3 Service should not be extended for a period more than one year at a time.
- 38.4 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.
- 38.5 Where the employee seeking the extension is in a grade from officer grade 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)
- 38.6 If an employee who has been informed of the date of retirement in the manner mentioned in 38.2.2 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.-

39. Office Assistant Grade.-

- 39.1 The grade hitherto known as Peon (KKS) will henceforth be known as "Office Assistant" grade.

40. Stenographers Closed Service.-

- 40.1 Stenographers grade I, II and III will be constituted as a closed service parallel to Banking Assistant grade I, II, III.
- 40.2 Further, all banks agree to establish Secretary grade I, II and III parallel to Officer grade 3-III, 3-II and 3-I as higher grades in the Stenographers service.
- 40.3 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.
- 40.4 The total period of service of these employees should be considered as service in the Stenographers Service in determining the salary step on which they should be placed on absorption to the Stenographers Closed Service.
- 40.5 Typists who do not possess stenography qualifications should be absorbed into the Banking Assistant grade. On absorption, they should be placed on the nearest salary step in the Banking Assistant salary scale taking into account the increments they have earned.

41. Senior Driver.-

- 41.1 Action will be taken to designate employees in the Driver grade III who have earned 6 increments as "Senior Driver".
- 41.2 Additional 2 annual salary increments to be granted when placing them on the relevant salary point on such redesignation.

42. New recruitments to Banking Assistant grade.-

- 42.1 Payment of monthly allowance of Rs. 12,000 during the 1st year of training and an allowance of Rs. 15,000 for the 2nd year to new recruits.
- 42.2 On completion of the two year training period, which is considered to be the probationary period, they should be placed on the initial salary step of the Banking Assistant grade 1 as provided in the Collective Agreement.
- 42.3 At the end of the probationary period, they should be confirmed in permanent service with effect from the date of recruitment.
- 42.4 In respect of recruits from outside sources to other grades. Training Allowance should be computed proportionately, taking into account the percentage difference between the Gross Salary payable to Banking Assistant grade 1 in terms of the Collective Agreement and the allowances referred to in clause 42.1.

G. Special Agreements**43. Special Conditions of the Agreement.-**

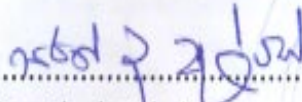
- 43.1 Bank should make every effort to increase in December 31, 2009, the Net Profit Ratio (Profit before Taxation x 100/Total income) achieved as at December 31, 2008.
- 43.2 All parties agree that in the event of the Net profit Ratio being achieved in excess, additional bonuses will be paid to all employee.
- 43.3 It is agreed to implement structural changes in order to maintaining the Net Profit Ratio in terms of clause 43.1 above and steps taken for improving the banks' image and their market share in consultation and agreement with the union.
- 43.4 It is agreed to prepare a concerted programme jointly by the managements of the respective bank 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.
- 43.5 It is agreed to hold joint progress Review meetings of all banks to review the progress of banks once in every two months.
- 43.5.1 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.
- 43.5.2 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 o such joint progress review meeting and effect transfers and assignment of employees as may become necessary in agreement with the union.

44. Amalgamation of the Regional Development Banks.-

- 44.1 In order to avoid any difficulties that may arise at the time of amalgamation of these banks under the provisions of the parliamentary Act No. 41 of 2008 of Pradeshiya Sanwardana Bank (Regional Development Bank), all parties agree to desist from recruitment of any new employee to any grade other than grade 5-1 and 4 referred to, in 'Schedule 1' or this agreement, until such amalgamation takes place.

For and on behalf of the


RUHUNA DEVELOPMENT BANK


.....
Sarath de Alwis
Chairman


.....
A Prathapasinghe
General Manager

WITNESS TO THE ABOVE SIGNATURES


.....
K Ariyathilake
AGM - HRD & Administration

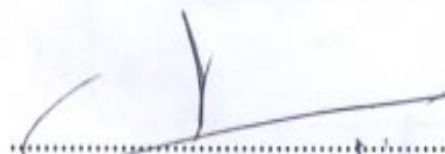

.....
C S Weragoda
AGM - Finance & Branch Operation

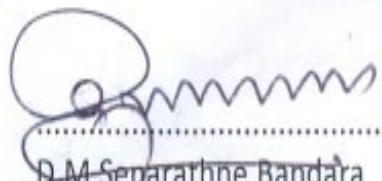
KANDURATA DEVELOPMENT BANK


.....
A V K Madhavee Herath
Chairperson


.....
H M K B Hellarawa
General Manager

WITNESS TO THE ABOVE SIGNATURES


.....
J P K Herath
AGM - HR & Branch Operation


.....
D M Separathne Bandara
AGM - Finance & Planning

RAJARATA DEVELOPMENT BANK

.....
A B Karunathilake
Chairman

.....
Rathnasiri Siriwardena
General Manager

WITNESS TO THE ABOVE SIGNATURES

.....
U B Semasinghe
AGM - Human Resource Administration

.....
D M T S Kumara
AGM - Finance, Accounts & Supply

WAYAMBA DEVELOPMENT BANK

.....
I M R B Kohombakadawala
Chairman

.....
W A Sirisena
General Manager

WITNESS TO THE ABOVE SIGNATURES

.....
S Sanath
AGM - HRD, Training, Supply & Admin

.....
S A U R K Sinhalagoda
AGM - Finance, Business Dev. & Treasury

SABARAGAMUWA DEVELOPMENT BANK

.....
B F Siyambalapitiya
Chairman

.....
A B Ariyaratne
General Manager


WITNESS TO THE ABOVE SIGNATURES


.....
W S Hewawasam
AGM - HRD & Administration

.....
T M G Tennakoon
AGM - Credit & Recovery


UVA DEVELOPMENT BANK


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.....
T M Vijitha Mallehewa
Chairman



.....
B Dickman Silva
General Manager

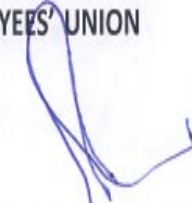
WITNESS TO THE ABOVE SIGNATURES


.....
W M D S Wickramasinghe
Chief Manager - HRM, Finance & IT


.....
R M J Rathnayake
Chief Manager - Internal Audit

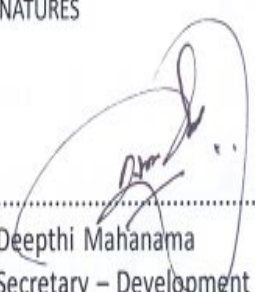
CEYLON BANK EMPLOYEES' UNION


.....
M R Shah
President


.....
M Sukumaran
General Secretary

WITNESS TO THE ABOVE SIGNATURES


.....
Wimal Chandrasena
President - Development Bank Branch


.....
Deepthi Mahanama
Secretary - Development Bank Branch

SCHEDULE 1

<i>Designation</i>	<i>Grade</i>	<i>Salary Scale.</i>
General Manager	Special 1	46,500 / 1705 x 15
Deputy General Manager	Special 2	34,100 / 1,260 x 15
Assistant General Manager	Special 3	28,100 / 1045 x 15
Chief Manager	Officer 1	24,100 / 905 x 15
Senior Manager	Officer 2	19,550 / 745 x 20
Manager / Secretary I	Officer 3-i	16,200 / 615 x 20
Deputy Manager/ Secretary II	Officer 3-II	14,500 / 500 x 20
Assistant Manager/ Secretary III	Officer 3-II	12,250 / 300 x 20
Officer Training	Grade 4	11,300/ 250 x 3
Banking Assistant III/Stenographer III	Grade 5-III	10,700/ 210 x 20
Banking Assistant II/Stenographer II	Grade 5-II	9,450/ 165 x 20
Banking Assistant I/Stenographer I	Grade 5-I	8,250/ 150 x 20
Typist III	Grade 6-III	9,050/155 x 20
Typist II	Grade 6-II	8,200/145 x 20
Typist I	Grade 6-I	7,150/135 x 20
Driver III/Senior Driver	Grade 7-III	7,250/150 x 20
Driver II	Grade 7-II	6,500/125 x 20
Driver I	Grade 7-I	6,000/115 x 20
Peon III	Grade 8-III	6,800/125 x 20
Peon II	Grade 8-II	6,150/115 x 20
Peon I	Grade 8-I	5,650/90 x 20
Labour III	Grade 9-III	6,150/100 x 20
Labour II	Grade 9-II	5,700/90 x 20
Labour I	Grade 9-I	5,350/75 x 20

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My No.: T23/CO/181/2004.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Award transmitted to me by the Arbitrator to whom the Industrial Dispute, which has arisen between Prof. (Mrs.) E. R. Wickramanayake, No. 40, Welikadawatte, Rajagiriya, of the one part and of University of Kelaniya, Sri Lanka, Kelaniya the other part was referred by order dated 20th December, 2006, under Section 4(1) of the Industrial Disputes Act, Chapter 131 (as amended) and published in the Gazette Extraordinary of the Democratic Socialist Republic of Sri Lanka, No. 1477/10, dated 27th December, 2006, for settlement by Arbitration is hereby published in terms of Section 18(1) of the said Act.

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
08th March, 2010.

In the matter of an Industrial Dispute between –

A 3200 Prof. (Mrs.) E. R. Wickramanayake, N. 40, Welikadawatte, Rajagiriya, Applicant Party of the First part

AND

University of Kelaniya, Sri Lanka, Kelaniya The Respondent Party of the Second part

On this 10th day of November, 2009.

The Honourable Minister of Labour Relations and Foreign Employment by virtue of the powers vested in him by Section 4(1) of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (1956 Revised Edition) as amended by Act Nos. 14 of 1957, 4 of 1962 and 39 of 1968 (read with the Industrial Disputes (Special Provisions) Act, No. 37 of 1968) has appointed me as the Arbitrator and referred the following dispute for settlement by arbitration:

What should be the payments granted to Prof (Mrs.) E. R. Wickremanayake, for the period of 14th December, 1999 to 15th March 2003 during which she was employed as a Senior Consultant having extensions in service at the Gampaha Wickramaarachchi Ayurveda Institute, and

- (a) Whether she is entitled to receive a payment in arrears accordingly; and
- (b) If she is so entitled what should be the quantum of payment? and
- (c) What should be the other reliefs and payments entitled to her?

Proceedings

This Inquiry was conducted over a period of 16 days from 5th June, 2008 to 30th September, 2009 and written submissions were tendered by both Parties.

The Applicant Professor contended that by letter dated 15th December, 1999, she was appointed as a Senior Academic Consultant to the Gampaha Wickramaarachchi Ayurveda Institute on a 3 months' Contract of Employment from 15th December, 1999 to 15th March, 2000 on a monthly salary of Rs. 36,150 and the said Contract was extended for a further period of 3 months and by letter dated 28th July, 2000, she was employed as Senior Academic Consultant on a full time assignment. On this basis she had completed a 3 year assignment on 14th March, 2003 and she said in evidence that no adverse comments had been made against her during this period.

The Applicant Professor further contended that the monthly remuneration she had received had been Rs. 36,150 and that the Institute was attempting to deduct sum of Rs. 53,040 allegedly on the ground that the Applicant had taken no-pay leave. The Applicant Professor further stated in evidence that she had been employed on a full time basis for a period of 3 years from 15th March, 2000 and not as Visiting Lecturer as contended by the Respondent University. She also said that in addition to her being a Lecturer she had to organise the Anatomy department and recommend measures to enhance the quality of the BAMS Degree, conduct a Master's Degree programme and contribute to the research programme of the Institute amongst other things. She argued that these functions could not have been performed by her if she had been a Visiting Lecturer only.

The Institute had made the deduction of Rs. 53,040 from the monies due to her on the basis of an Attendance Register maintained in a CR book where some other lecturers including she had signed but did not produce any copies or originals of any leave application forms submitted by her for approval by the University.

In the premises, the Applicant Professor prayed that she be awarded the full arrears of salary due to her including the so called deduction of Rs. 53,040, purportedly for no pay leave for the period 15th March, 2002 to 15th March, 2003.

The position adopted by the Respondent University and the Gampaha Wickramaarachchi Ayurveda Institute was that the Applicant Professor was initially appointed on assignment basis for a period 3 months renewable for a further period of 3 years on the basis of the evaluation of her performance. It was contended by the Respondent University that the services of the Applicant were extended on the basis of Visiting Professor at the 297th Meeting of the University Council held on 25th July, 2002. The Respondent University agreed that the Applicant Professor worked up to 14th March, 2003.

According to the Respondent University a sum of Rs. 53,040 has to be deducted from the remuneration she should receive on account of no-pay leave availed of by her. The argument of the Respondent University was based on an Attendance Register maintained by the Respondent in which the Applicant had also signed her attendance. This was produced in Court and filed of record but it was a shabbily maintained CR book and the Respondent University could not produce any of the leave applications tendered by the Applicant. However, this badly maintained CR book purporting to be an Attendance Register showed that the Applicant had signed her attendance up to and including 15th March, 2003.

The Respondent University stated however that it was willing to make payment to the Applicant Professor at the rate of Rs. 36,150 per month with a view to settling this dispute amicably.

AWARD

According to the evidence led by both Parties to this dispute it is clear that the Applicant Professor had been employed by the Respondent University during the period 14th December, 1999 to 15th March, 2003 as a Senior Consultant having received extensions of service from the Gampaha Wickremaarachchi Ayurveda Institute. It is clear from the evidence of the Applicant Party that there had been some dispute regarding the payment of salary to be paid to the Professor but it was agreed before this Arbitration Tribunal that the Respondent would pay the full salary of Rs. 36,150, due and payable to the Professor for the service rendered by her during this period.

The matter in dispute before this Court was regarding the deduction of Rs. 53,040, which the Respondent wanted to deduct from the Applicant on the basis of no-pay leave. However, apart from the ill-kept Attendance Register of this University, the Respondent failed to produce any of the leave applications tendered by the Applicant Professor on account of the leave approved for her by the University. The Respondent University was trying to rely on the Applicant to produce leave applications approved by the Respondent which is indeed the duty and obligation of the Respondent and not of the Applicant. It is the normal practice for the Applicant to tender a leave application to the Respondent who will then file such leave application in their records after approving/disapproving the grant of leave. It is not the responsibility of the Applicant to produce the approved leave application. If for example the leave applied for by the Applicant had not been approved, then it is the responsibility of the Respondent to produce such copy of unapproved leave before this Court. The Respondent in this case failed and neglected to do so but wanted to reduce Rs. 53,040 from the payment due to the Applicant Professor which would be very unfair and unreasonable.

In the premise, considering the evidence led before this Court by both Parties, and on a balance of probabilities, I make the AWARD in favour of the Applicant in terms of the reference to this arbitration and state that:

- (1) Amount due to the Applicant Professor as the shortfall in salary for the months of March, 1999, June 1999, July 1999 and August 1999 is Rs. 13,951.27;
- (2) Shortfall in salary due to the Applicant for June and July 2000 is Rs. 68,000;
- (3) Unpaid salary at the rate of Rs. 36,150 per month for the period September, 2000 to 15th March 2002 is Rs. 668,775;
- (4) Unpaid salary at the rate of Rs. 33,150 for the period 15th March, 2002 to 15th March 2003 is Rs. 397,800.

Therefore the total amount in salary due to the Applicant Professor is Rs. 10,86,526.27.

In the premise I hold that:

- (1) The Applicant Professor is entitled to receive the full payment of salary in arrears as indicated above;
- (2) The quantum of payment to be made to the Professor is Rs. 10,86,526.27.
- (3) Also I order that the payment of all statutory dues for which the Applicant Professor is entitled to from the Respondent can be claimed from the Department of Labour.

I order that above payment should be paid to the Applicant Professor Mrs. E. R. Wickramanayake through the Assistant Commissioner of Labour, Colombo North within one (01) month of the publication of this Award in the Government Gazette of the Democratic Socialist Republic of Sri Lanka.

Dr. V. L. Jayasuriya,
Attorney-at-law,
Arbitrator.