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No. 2089/29 – WEDNESDAY, SEPTEMBER 19, 2018

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/05.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Commercial Bank of Ceylon PLC, No. 21, Sir Razik Fareed Mawatha, Colombo 01 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 16th January, 2018 regarding the Non Executive Grades 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. WIMALAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
10th September, 2018.

Collective Agreement No. 04 of 2018

COMMERCIAL BANK OF CEYLON PLC COLLECTIVE AGREEMENT NON EXECUTIVE GRADES

This Collective Agreement made and entered on this 16th January, 2018, between Commercial Bank of Ceylon PLC, a Bank duly registered in Sri Lanka and having its registered office at 21, Sir Razik Fareed Mawatha, (Formerly Bristol Street), Colombo 1 (hereinafter referred to as 'the Bank'),



of 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 31st December, 2014 between the parties hereto (Collective Agreement No. 02 of 2015) which came into effect on 1st January, 2015 and subsequent to negotiations between the Bank and the Union, agreements 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 Commercial Bank of Ceylon PLC (the Bank), the Ceylon Bank Employees' Union (the Union) and members of the Union employed on permanent 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'), subject to the provisions of clauses 5, 6, 7(a) hereof.

2. **Date of Operation and Duration.**— This Agreement shall be in force from the 1st January, 2018 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act as amended, but no such notice shall be given before the 31st December, 2020. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st April, 2020.

3. **Earlier Agreements.**— This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the said Collective Agreement entered into on 31st December, 2014 between the parties hereto (Collective Agreement No. 02 of 2015) 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) It is agreed by the parties covered and bound by this agreement that they 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.

5. **Consolidated Salary.**— Every Employee covered by this Agreement in service as at the date of this Agreement shall, from the 1st January, 2018 be placed on the salary scale set out in the First Schedule hereto, which salary has been consolidated at the Colombo Consumers' Price Index in accordance with the provision stated in clause 7 (a).

6. **Immediate Increase and Conversion to Salary Scales.**—

For the placement of an employee on the salary scales applicable in the First Schedule, the following provisions shall apply.

- (i) A sum equal to 8% of the gross salary (salary plus Cost of Living Allowance) payable to an employee as at 31st December, 2017 shall be added to the salary of an employee as at such time and thereafter place on the corresponding point on the scale applicable to such employee in the first Schedule or if there is no corresponding point in rupee terms, on the next higher point of the said scale.

- (ii) Every employee in employment as at the date of this Agreement and having served in such grade for a period of not less than twelve (12) completed months shall also receive a further 6% increase calculated on the gross salary as at 31st December 2017 with effect from the 1st January 2019, and proportionately for service less than twelve completed months at the rate of one-twelfth of such increase in respect of each completed month of service. Thereafter placed on the corresponding Rupee point on the scale in the first Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.
- (iii) Every employee in employment as at the date of this Agreement and having served in such grade for a period of not less than twelve (12) completed months shall also receive a further 5% increase calculated on the gross salary as at December 2017 with effect from the 1st January 2020, and proportionately for service less than twelve completed months at the rate of one-twelfth of such increase in respect of each completed month of service. Thereafter placed on the corresponding Rupee point on the scale in the first Schedule or if there is no such corresponding point in rupee terms, on the next higher point of the said scale.

7. Allowances/Payments/Reimbursements.-

- (a) **Cost of Living Allowance.-** A cost of living allowance will be paid in accordance with the CCPI (Base year 2002) figure that was last published in the month of June 2011 (COL figure for the month of May 2011) by the Department of Census & Statistics. Accordingly, the Bank shall pay each employee covered and bound a sum per mensem as detailed below for the duration of this Collective Agreement;

- (a) Rs. 32,000 - with effect from 01.01.2018
(b) Rs. 34,000 - with effect from 01.01.2019
(c) Rs. 36,000 - with effect from 01.01.2020

Provided, however, in the event of the Department of Census & Statistics publishing a linking factor pertaining to the rate of payment in relation to the Colombo Consumers' Price Index (Base Year 2002) and the CCPI (Base Year 2006/2007) and if parties so desire to discuss on the modalities of making this payment, either party may request for a discussion with the other party and the other party shall agree for such a discussion.

- (b) **Payment for Telex Operators.-**

Where the Bank, as at the date of this Agreement, pays an allowance expressly as a Payment for Telex Operators, the Bank will pay as from the date of this Agreement, Rs 25/- per day subject to a maximum of Rs 450/- per month.

- (c) **Payment for VDU Operators.-**

The Bank will make a payment of Rs 10/- per day up to a maximum of Rs 200/- per month, only to Employees who were in employment on 1st August 1988 and whose main or primary function is the operation of a VDU. For purposes of this Agreement a person who regularly works not less than three (3) hours per day on a VDU will fall within the definition of a person whose main or primary function is the operation of a VDU.

- (d) **Non-receipt of Two Payments.-**

No employee will receive the said Payment for Telex Operators plus the Payment for VDU Operators and shall receive only one of the said Payments.

- (e) **Disturbance Payment .-**

An employee in the Office Assistant and Allied category who will be required to report for work at the following times will be entitled to a Disturbance Payment as follows ;

Before	4.00 a.m.	Rs. 700/-
Before	5.00 a.m.	Rs. 600/-
Before	6.00 a.m.	Rs. 550/-
Before	7.00 a.m.	Rs. 350/-
Before	7.30 a.m.	Rs. 250/-

An employee in the Typist and Allied Grade who will be required to report to work at the following times will be entitled to a Disturbance Payment as follows ;

Before	5.00 a.m.	Rs. 600/-
Before	6.00 a.m.	Rs. 550/-
Before	7.00 a.m.	Rs. 350/-
Before	7.30 a.m.	Rs. 275/-

(f) Holiday Incentive.-

Employees covered by this Agreement will be entitled to receive a Holiday Incentive as follows on account of expenses incurred on a holiday during not less than 07 consecutive days of Annual leave taken in any year.

- (i) Office Assistants and Allied Grades - Rs. 20,000/- per annum.
- (ii) Typists and Allied Grades - Rs. 22,000/- per annum.

8. Incremental Date .-

This Agreement shall not have the effect of changing the annual incremental date of an employee.

9. Promotion to Grade II

Subject to provisions of clauses 10, 11, 12, 13 and 14 hereof, an employee who completes Seven (7) years in Grade I shall automatically be promoted to Grade II in his Category and an employee so promoted shall receive not less than the value of two (2) increments in Grade I when placed in Grade II.

10. Accelerated Promotion

I. From Grade I to Grade II

Employees who sit for and successfully pass the Institute of Bankers of Sri Lanka Examination or the Indian Institute of Banking and Finance will be considered for placement in 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 the examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance/Diploma in Applied Banking and Finance) or the corresponding level of the Indian Institute of Banking and Finance or three (3) complete years of service with the Bank, or
- (b) on successful completion of the examinations leading to Intermediate in Banking and Finance/Certificate in Banking Finance/Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance or Four (4) complete years of service with the Bank, .

11. Promotions from Grade II to Grade III. -

The following principles shall apply to the promotion of an employee from Grade II to III of the basic salary scales in the First Schedule hereto.

- (a) All promotions to Grade III will be after an application made by an employee to the employer. Promotion granted 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 minimum period of seven (7) years in Grade II, or
 - (ii) An employee who has successfully completed the Intermediate in Banking and Finance/Certificate in Banking and Finance/Intermediate in Applied Banking and Finance/of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance, or the minimum period of service of seven (7) years in Grade I or Five (5) years Post - Qualification experience in Grade II, whichever is lower, or
 - (iii) An employee who has completed all stages of the Exmination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance/Diploma in Applied Banking and Finance), or the corresponding level of the Indian Institute of Banking and Finance, or the minimum period of service of seven (7) years in Grade II or three (3) years post-qualification experience in Grade II whichever is lower.
- (c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two (2) increments in Grade II.

12. Promotions from Grade III to Grade IV. -

- (a) All promotions to Grade IV will be after and application made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be -
- (i) An employee who has served for minimum period of seven (7) years in Grade III, or
 - (ii) An employee who has successfully completed the Intermediate in Banking and Finance/ Certificate in Banking and Finance/Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka, or the corresponding level of the Indian Institute of Banking and Finance, or the minimum period of service of seven (7) years in Grade III or five years (5) post-qualification experience in Grade III, whichever is lower, or
 - (iii) An employee who has completed all stages of the Exmination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance /Diploma in Applied Banking and Finance), or the corresponding level of the Indian Institute of Banking and Finance or the minimum period of service of seven (7) years in Grade III or three (3) 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) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (e) On Promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two (2) increments in Grade III.

13. Promotions from Grade IV to Grade V. -

- (a) All promotions to Grade V will be after an application made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.,
- (b) An employee eligible to make such application will be-
- (i) An employee who has served for a minimum period of seven (7) years in Grade IV, or
 - (ii) An employee who has successfully completed the Intermediate in Banking and Finance / Certificate in Banking and Finance Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka, or the corresponding level of the Indian Institute of Banking and Finance, or the minimum period of service of seven (7) years in Grade IV or five (5) years post-qualification experience in Grade IV, whichever is lower, or

- (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Institute of Bankers of Sri Lanka (Diploma in Banking and finance/Diploma in Applied Banking and Finance), or the corresponding level of the Indian Institute of Banking & Finance, or the minimum period of service of Seven (7) years in Grade IV or Three (3) years post-qualification experience in Grade IV, whichever is lower.
- (c) Promotion to Grade V will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality..
- (d) The Union will have the right to make representations to the Bank in respect of any particular non -promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to Grade V an employee will be placed on a point which will result in an increase of not less than the value of two (2) increments in Grade IV.

14. **Re-designation of Typist to Junior Executive Assistant Grade.**— A typist shall be considered for re-designation as Junior Executive Assistant provided he/she possesses the following eligibility requirements:

- (a) Three (3) years service and passing the Intermediate in Banking and Finance/Certificate in Banking and Finance/Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance.
- (b) On completion of the Final Examination of the Institute of Bankers of Sri Lanka (Diploma in Banking and Finance/ Diploma in Applied Banking and Finance) or the corresponding level of the Indian Institute of Banking and Finance.
- (c) Six (6) years service and the relevant qualifications for entry as a Junior Executive Assistant.
- (d) Six (6) years service without the requisite qualifications for entry as a Junior Executive Assistant but subject to success at a written examination and IT practical test conducted by the Bank or on confirmation from the respective Branch Manager / Head of Department that the typist concerned is suitable for re-designation and has been performing duties of a Junior Executive Assistant for Four (4) consecutive years and the successful completion of the practical test and interview conducted by the Bank.

Provided that where a Typist is promoted as a Junior Executive Assistant under this Clause, he/ she shall have Three (3) years service and the required qualifications or have Six (6) years service as a Junior Executive Assistant to be considered for promotion thereafter.

15. **Promotions - Office Assistants.**— Without prejudice to the right of the Bank to recruit staff at its discretion, the Bank will give an opportunity to the Employees in this Grade to apply for the Post of Junior Executive Assistant on an annual basis provided they meet with the required criteria for promotions.

(a) **Office Assistants to Junior Executive Assistants**

- (i) Any Employee in the Office Assistant Grade whose record of service, conduct and attendance has been satisfactory, with more than Four (4) years of service with the Bank who has necessarily completed the Intermediate in Banking and Finance/Certificate in Banking and Finance/Intermediate in Applied Banking and Finance of the Institute of Bankers of Sri Lanka or the corresponding level of the Indian Institute of Banking and Finance, will be eligible to apply and will be considered for such Junior Executive Assistant position. The selection process will include medical examinations, interviews, written tests and IT Practical tests etc, as determined by the Bank. Vacancies will be advertised internally each year.
- (ii) Any Employee in the Office Assistant Grade whose record of service and conduct has been satisfactory, with more than eight (8) years service with the Bank, shall be exempted from the minimum education qualifications stipulated and may apply for such vacancy and will be considered in the manner specified at (i) above.

- (iii) Any Employee in the Office Assistant Grade promoted in the manner specified above will be required to serve a period of probation of twelve (12) months which may be extended by the Bank for a further period of up to six (6) months during which, or at the end of which, the Bank may at its discretion revert such Employee to his earlier position and salary.
- (iv) Any Employee in the Office Assistant Grade promoted to the Grade of Junior Executive Assistant will be paid a salary at the commencement point of the Junior Executive Assistant salary range or otherwise proportionately placed, subject to the Employee receiving increases that will be not less than the value of two (2) increments on the scale applicable to him in the Office Assistant scale.

The decision of the Bank in respect of selection for promotion shall be final and conclusive.

16. *Provident Fund.* -

(a) **RATE OF CONTRIBUTION.** -

The rates of contribution to the Provident Fund shall be :

Bank's contribution	-	12% (twelve percent)* of salary
Employee's contribution	-	8% (eight percent) of salary

* Provided however, any increase to the Employers' contribution in terms of the EPF Act, No. 15 of 1958 as amended and any direction in furtherance to that by the authorities shall be adopted by the Bank.

Provident Fund contribution 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 THE BANK.**- Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid of 12 months' fixed deposits for a sum of Rs. 100,000/= published by the N.S.B prevailing as at the 01st January for the first half of the year and on the rate prevailing on the 01st 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 to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the 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 Bank up to 31st March 1992.

From 1.1.1971 to 31.12.1980	-	9% of gross salary
From 1.1.1981 onwards	-	12% of gross salary

Prior to 31.12.1970 the employer's minimum rate of contribution was 6% of total earnings (gross salary), which was less than 10% of basic salary, and therefore no deficiency arises.

17. *Terminal Benefits*

- (a) **PENSIONS.**- An employee shall, upon reaching the retirement age of the Bank, *i.e.*, 60 years or in terms of his contract of employment at 55 years, and who is in the permanent employment of the Bank at such time, and shall have completed not less than ten (10) years of actual continuous service (excluding absence/ leave without pay), be entitled to a monthly pension computed on the following basis :

(i) **Employees opting to retire at 55 years**

Number of completed years of pensionable service (subject to a maximum of 35 years) <u>plus 5 years</u>	X	Monthly Gross salary payable for the month of Retirement
55		

(ii) **Employees opting to retire at 60 years**

Number of completed years of pensionable service (subject to a maximum of 40 years) <u>plus 5 years</u>	X	Monthly Gross salary payable for the month of Retirement
60		

- (b) **PREMATURE RETIREMENT ON MEDICAL GROUNDS / DISABILITY.**— An employee who is found to be unable to continue to perform his duties as a result of infirmity/ disability, as certified by the Bank's Doctor/ Medical Specialist/ Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than ten (10) years of actual continuous service (excluding absence/ leave without pay) shall be entitled to a pension computed on the same basis referred to at clause 17 (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 there from. The payment will be computed on the following basis :

(i) **Employees opting to retire at 55 years**

Number of completed years of pensionable service (subject to a maximum of 35 years) <u>plus 5 years</u>	X	Monthly Gross salary payable for the month of Retirement
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(ii) **Employees opting to retire at 60 years**

Number of completed years of pensionable service (subject to a maximum of 40 years) <u>plus 5 years</u>	X	Monthly Gross salary payable for the month of Retirement
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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 17.

- (d) **DEATH GRATUITY** — On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two (2) Months gross salary for each year of completed service subject to a minimum of nine (9) month's 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 the 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 17 thereof.

(f) ***Commuted Pension.***–

- (i) At the option of the Employee at the time of retirement, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payment as provided for in the agreement and who opt for such commuted pension.
- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten (10) 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 (10) years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

(g) ***Alternate terminal benefit plan.***–

- (i) An employee who opted for the Alternate Terminal Benefit Plan under the Re-structured Pension Scheme offered by the Bank will not be entitled to a monthly pension on reaching the agreed retirement age nor will such employee be entitled to any statutory gratuity which is built-in to the terminal benefits lump-sum payable under the re-structured scheme at the time of retirement/separation.
- (ii) Further, as per the Re-structured Pension Scheme, in the event of early separation prior to retirement (excluding death) an employee will be entitled to withdraw the accumulated amount in the Defined Contribution Fund Account, subject to rules of the Fund on forfeiture.
- (iii) However, in the event of death of an eligible employee whilst in service, the full accumulation will be released to the nominated party/parties or legal heirs.

18. *Medical Scheme*(i) *Reimbursement of Medical Expenses for non-Hospitalization Expenses.-*

The Bank will reimburse :

- | | | |
|--|---|----------------------|
| 1. Office Assistants and Allied Grades | - | Rs. 25,000 per annum |
| 2. Typists and Allied Grades | - | Rs. 25,500 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 21 in respect of routine non-hospitalisation/non -surgical and specialist treatment.

An employee who has a differently abled child/children is entitled to receive Rs. 60,000 per annum as medical expenses in addition to the amount specified above, subject to the recommendation of the Medical Board and registration with the Compensation and Benefits Unit of the Bank.

(ii) *Special Non - Hospitalisation and Non - Surgical Expenditure.-*

The Bank will reimburse an employee on a non - cumulative basis a further sum up to a maximum as given below per annum on account of special non - hospitalisation and non - surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members in keeping with existing practice of such reimbursement.

(a) Spectacles

- | | | |
|--|---|------------|
| 1. Office Assistants and Allied Grades | - | Rs. 20,000 |
| 2. Typists and Allied Grades | - | Rs. 20,000 |

(b) Dentures/ Nerve Filling/ Root Filling

- | | | |
|--|---|------------|
| 1. Office Assistants and allied Grades | - | Rs. 15,000 |
| 2. Typists and allied Grades | - | Rs. 15,000 |

(c) Hearing Aids

- | | | |
|--|---|------------|
| 1. Office Assistants and allied Grades | - | Rs. 20,000 |
| 2. Typists and allied Grades | - | Rs. 20,000 |

Subject to valid documentation as detailed in (iv) hereunder and subject to the provisions that no claim is made in relation to any particular item more than once in three (3) years other than in respect of employees over the age of forty (40) years who will be entitled to reimbursement on account of spectacles once in two years. In respect of spectacles, it must be supported by a prescription from a medical eye specialist.

(iii) **SURGICAL AND HOSPITALIZATION EXPENDITURE .-** Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the Employee, his spouse and unmarried legitimate children under twenty one (21) years of age subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:

(a) Hospital or Nursing Room Charges:

- | | | |
|-------------------------------|---|------------|
| Daily Limit | - | Rs. 12,000 |
| Government Hospital Allowance | - | Rs. 4,000 |

The Bank will reimburse the actual room charges in the event the patient has undergone intensive care treatment.

- (b) Emergency Treatment Travel expenses (maximum) - Rs. 4,500
*The rate is Rs. 45/- per Kilometer

- (c) Overall Limit for any one year

1. Office Assistants and Allied Grades - Rs. 250,000 per annum
2. Typists and Allied grades - Rs. 260,000 per annum

Where the Employee is aged 30 years or above, expenses he/she incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/- per annum under this entitlement.

Where the Employee is aged 30 years or above, expenses his/her spouse incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/- per annum under the reimbursement of hospitalization expenditure.

- (iv) **GENERAL.**—

If both husband and wife are employees, and the bill exceeds the limit of one Employee, the balance to be paid from of the spouse's entitlement subject to a maximum of 50% of the full entitlement/available limit.

Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to two (2) times.

All medical claims mentioned above, except for Reimbursement of Medical Expenses for Non-Hospitalisation Expenses shall be supported by valid and relevant prescription, bills and receipts. Prescriptions or Doctor's bills shall be from a Registered Medical Practitioner.

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

19. **Retirement.**—

- (a) The age of retirement shall be sixty (60) years, or any other age mutually agreed to between the Bank and its Employees, and on reaching the age of sixty (60), 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 within a period of five (5) years prior to his retirement age and be eligible for retirement benefits if he/she has ten (10) or more years of service, subject to mutual agreement between the Employee, his Union and the employer that he/she 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.

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 (2) months' salary as drawn by such Employee for the month of December in respect of one completed year of service meaning January to December and proportionately for service less than one (1) year at the rate of one-twelfth (1 /12th) of such entitlement in respect of each complete month of service. However, if an employee is terminated/resigned from services before completion of one year meaning January to December, he is not entitled for any bonus.

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 (9) months probation subject to the right of the Bank to extend the period of probation by a period of three (3) months.

22. **Release of Parent Union Office Bearers.**— An Office Bearer of the 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 number of Office Bearers so released shall not exceed one (1).
- (b) No Employee shall be released for more than two (2) years on a single occasion during a period of six (6) 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 17 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 (2) Branch Union Office Bearers at any one (1) 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 Bank Management - exclusively on matters pertaining to the Bank.

It is agreed that General Council Members of the Union will be permitted to leave at 12.00 noon on twelve (12) days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for twelve (12) General Council Meetings in a year. For this purpose an outstation Branch is one situated more than thirty (30) miles from Colombo.

- (b) It is agreed that a days' paid leave shall be granted on two (2) occasions per year to General Councilors to attend Parent Union General Council meetings.
- (c) 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.
- (d) It is agreed that the Bank will release without loss of pay up to a maximum of one (1) day, once in two (2) years, all employees in the membership of the Central Committee of the Union and the union Branch Delegates in the Bank, to attend the National Delegates Conference of the Union provided however, that the Bank is given two (2) weeks written notice of the Conference and not more than one (1) employee attached to any single branch/ department of the Bank is so released.

24. **Special Leave to Visit Outstation Branches.**— The Bank shall permit office bearers of the 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 number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than thirty (30) miles from Colombo.

25. **Overtime.**—

- (a) If required by his employer an employee shall work reasonable over time 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. **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/she shall be entitled to take in the following year twenty one (21) working days paid leave. He/she shall avail him/herself of at least seven (7) days out of the twenty one (21) days on successive days and shall in respect of each year avail him/herself of not less than fourteen (14) days out of the said twenty one (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 twenty one (21) days if his employment commenced on or after 1st January but before 1st April.
 - (b) A holiday of fifteen (15) days if his employment commenced on or after 1st April but before 1st July.
 - (c) A holiday of eleven (11) days if his employment commenced on or after 1st July but before 1st October, and
 - (d) A holiday of six (6) days if his employment commenced on or after 1st October.
- (iii) AVAILMENT.-
The Availment of all Annual leave shall be by prior authorization 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 at the rate of seven (7) days per annum exclusively for purposes referred hereunder up to a maximum period of ninety (90) days:
- (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 (1) month's prior notice shall be given.
 - (d) For marriage of the employee.
 - (e) On account of the death of a family member, provided that the employee has exhausted his current year's leave.
 - (f) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.
 - (g) Prolonged illness of the employee.
- (v) Any annual leave not utilized by an employee up to a maximum of seven (7) days per year in excess of the number of ninety (90) days accumulated as provided herein may be encashed by the employee on request, by the Bank at an amount equal to one (1) day's salary per each day unavailed of.
- (vi) Provided that in the case of (iv)(b) to (f) the approval of such leave shall be at the discretion of the Management.
- (vii) Family member for purposes of (iv) (b) and (e) above shall mean spouse, children or parents.
- (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 (1) year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.
- (ii) *Availment.-*
The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.
- (a) Where such period of absence exceeds two (2) 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 Registered Medical Practitioner, is in excess of twelve (12) days.
- (iii) *Accumulation .-*
An employee who takes less than his entitlement in any one (1) 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 hospitalization, the 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 whereof not more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. 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.
- (d) *Maternity Leave.*—
The leave that an Employee is entitled to in this regard shall be governed as per the provisions of the Shop and Office Employees' Act. However, where a female employee has given birth to twins/triplets/ other multiple births upon her first confinement, she will be entitled to enhanced maternity leave of 84 working days in respect of her confinement, provided it is a live birth.

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 (6) 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 (6) months of the date of suspension in which event he will receive half his salary (Salary plus Cost of Living Allowance) during his suspension beyond the said six (6) months period. Provided that if the delay beyond six (6) 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 (6) 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 or not, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable, the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub - clause (k) (iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within twenty one (21) working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the 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) 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 an 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.
- (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 from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/ or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine ; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.

29. *Technology.-*

- (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) 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 sub-clause (ii) above.
- (iii) Notwithstanding the provisions of (iii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/ dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.
- (iv) It is agreed that any matter raised by the Union relating to the adverse effects 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 to implement such changes.

30. Trade Union Action.-

(a) MATTERS RELATED AND COVERED IN THE AGREEMENT :

- (i) 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. However, a dispute arising out of a failed negotiation for a fresh Collective Agreement after 31st day of December 2020, cannot be construed interpreted and/or implied by the Employer as a dispute related to this Agreement.
- (ii) In the event there been no satisfactory settlement of the dispute arising out of a failed negotiation for a fresh collective agreement aforesaid, and if the parent union decides to resort to any form of trade union action, the parent union shall give at least fourteen (14) days' notice in writing to the Bank, the Employers' Federation of Ceylong and the Commissioner General of Labour before the date of such trade union action. However such notice shall not be given prior to 31st March 2021.

(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 goslow, boycott or demonstrations 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 has exhausted all forms 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 to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employer's Federation of Ceylon and to the commissioner 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) per cent 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 representatives 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 as amended.

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	Commercial Bank of Ceylon PLC.
Employee	An employee covered and bound by this Agreement.
Employer	Commercial Bank of Ceylon PLC.
Cost of Living Allowance	The payment in lieu of the Cost of Living Allowance stipulated in the manner set out in Clause 7 (a) hereof.
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 Commercial Bank of Ceylon 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 such respective Bank.
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.

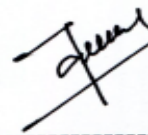
In witness hereof parties have set their hands hereunto on this 16th day of January 2018.

For and on behalf of
**COMMERCIAL BANK OF
CEYLON PLC**



J. Durairatnam
Managing Director

For and on behalf of
**CEYLON BANK
EMPLOYEES' UNION**



T.G.W. Gunawardana
President



S. Renganathan
Chief Operating Officer

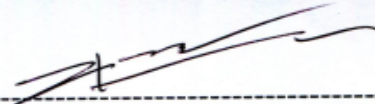


S.M.A.R. Senanayake
General Secretary

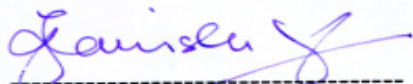
Witnesses



U.I.S. Tillakawardana
Deputy General Manager
Human Resource Management



K.A.S.A. Nandula
President
Ceylon Bank Employees' Union
Commercial Bank Branch



Kanishka Weerasinghe
Director General
Employers' Federation of Ceylon



H.R.M.S.B. Ratnayaka
Secretary
Ceylon Bank Employees' Union
Commercial Bank Branch

Commercial Bank of Ceylon PLC
PQ 118



First Schedule

TYPISTS & ALLIED GRADES

	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>	<u>Grade V</u>	
1	39,450.00	45,620.00	49,005.00	51,955.00	51,940.00	
2	39,810.00	46,055.00	49,545.00	52,615.00	52,780.00	
3	40,170.00	46,490.00	50,085.00	53,275.00	53,620.00	
4	40,530.00	46,925.00	50,625.00	53,935.00	54,460.00	
5	40,890.00	47,360.00	51,165.00	54,595.00	55,300.00	
6	41,250.00	47,795.00	51,705.00	55,255.00	56,140.00	
7	41,610.00	48,230.00	52,245.00	55,915.00	56,980.00	
8	41,970.00	48,665.00	52,785.00	56,575.00	57,820.00	
9	42,330.00	49,100.00	53,325.00	57,235.00	58,660.00	
10	42,690.00	49,535.00	53,865.00	57,895.00	59,500.00	
11	43,050.00	49,970.00	54,405.00	58,555.00	60,340.00	
12	43,410.00	50,405.00	54,945.00	59,215.00	61,180.00	
13	43,770.00	50,840.00	55,485.00	59,875.00	62,020.00	
14	44,130.00	51,275.00	56,025.00	60,535.00	62,860.00	
15	44,490.00	51,710.00	56,565.00	61,195.00	63,700.00	
16	44,850.00	52,145.00	57,105.00	61,855.00	64,540.00	
17	45,210.00	52,580.00	57,645.00	62,515.00	65,380.00	
18	45,570.00	53,015.00	58,185.00	63,175.00	66,220.00	
19	45,930.00	53,450.00	58,725.00	63,835.00	67,060.00	
20	46,290.00	53,885.00	59,265.00	64,495.00	67,900.00	
21	46,650.00	54,320.00	59,805.00	65,155.00	68,740.00	
22	47,010.00	54,755.00	60,345.00	65,815.00	69,580.00	
23	47,370.00	55,190.00	60,885.00	66,475.00	70,420.00	
24	47,730.00	55,625.00	61,425.00	67,135.00	71,260.00	
25	48,090.00	56,060.00	61,965.00	67,795.00	72,100.00	
26	48,450.00	56,495.00	62,505.00	68,455.00	72,940.00	
27	48,810.00	56,930.00	63,045.00	69,115.00	73,780.00	
28	49,170.00	57,365.00	63,585.00	69,775.00	74,620.00	
29	49,530.00	57,800.00	64,125.00	70,435.00	75,460.00	
30	49,890.00	*360 58,235.00	*435 64,665.00	*540 71,095.00	*660 76,300.00	*840

First Schedule

DRIVERS

	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>	<u>Grade V</u>	
1	36,360.00	43,780.00	46,855.00	51,265.00	51,725.00	
2	36,675.00	44,190.00	47,335.00	51,805.00	52,385.00	
3	36,990.00	44,600.00	47,815.00	52,345.00	53,045.00	
4	37,305.00	45,010.00	48,295.00	52,885.00	53,705.00	
5	37,620.00	45,420.00	48,775.00	53,425.00	54,365.00	
6	37,935.00	45,830.00	49,255.00	53,965.00	55,025.00	
7	38,250.00	46,240.00	49,735.00	54,505.00	55,685.00	
8	38,565.00	46,650.00	50,215.00	55,045.00	56,345.00	
9	38,880.00	47,060.00	50,695.00	55,585.00	57,005.00	
10	39,195.00	47,470.00	51,175.00	56,125.00	57,665.00	
11	39,510.00	47,880.00	51,655.00	56,665.00	58,325.00	
12	39,825.00	48,290.00	52,135.00	57,205.00	58,985.00	
13	40,140.00	48,700.00	52,615.00	57,745.00	59,645.00	
14	40,455.00	49,110.00	53,095.00	58,285.00	60,305.00	
15	40,770.00	49,520.00	53,575.00	58,825.00	60,965.00	
16	41,085.00	49,930.00	54,055.00	59,365.00	61,625.00	
17	41,400.00	50,340.00	54,535.00	59,905.00	62,285.00	
18	41,715.00	50,750.00	55,015.00	60,445.00	62,945.00	
19	42,030.00	51,160.00	55,495.00	60,985.00	63,605.00	
20	42,345.00	51,570.00	55,975.00	61,525.00	64,265.00	
21	42,660.00	51,980.00	56,455.00	62,065.00	64,925.00	
22	42,975.00	52,390.00	56,935.00	62,605.00	65,585.00	
23	43,290.00	52,800.00	57,415.00	63,145.00	66,245.00	
24	43,605.00	53,210.00	57,895.00	63,685.00	66,905.00	
25	43,920.00	53,620.00	58,375.00	64,225.00	67,565.00	
26	44,235.00	54,030.00	58,855.00	64,765.00	68,225.00	
27	44,550.00	54,440.00	59,335.00	65,305.00	68,885.00	
28	44,865.00	54,850.00	59,815.00	65,845.00	69,545.00	
29	45,180.00	55,260.00	60,295.00	66,385.00	70,205.00	
30	45,495.00	*315 55,670.00	*410 60,775.00	*480 66,925.00	*540 70,865.00	*660

First Schedule

OFFICE ASSISTANT A / LIFT OPERATORS

	<u>Grade I</u>		<u>Grade II</u>		<u>Grade III</u>		<u>Grade IV</u>		<u>Grade V</u>
1	35,490.00		42,170.00		46,420.00		48,150.00		48,560.00
2	35,790.00		42,550.00		46,900.00		48,690.00		49,220.00
3	36,090.00		42,930.00		47,380.00		49,230.00		49,880.00
4	36,390.00		43,310.00		47,860.00		49,770.00		50,540.00
5	36,690.00		43,690.00		48,340.00		50,310.00		51,200.00
6	36,990.00		44,070.00		48,820.00		50,850.00		51,860.00
7	37,290.00		44,450.00		49,300.00		51,390.00		52,520.00
8	37,590.00		44,830.00		49,780.00		51,930.00		53,180.00
9	37,890.00		45,210.00		50,260.00		52,470.00		53,840.00
10	38,190.00		45,590.00		50,740.00		53,010.00		54,500.00
11	38,490.00		45,970.00		51,220.00		53,550.00		55,160.00
12	38,790.00		46,350.00		51,700.00		54,090.00		55,820.00
13	39,090.00		46,730.00		52,180.00		54,630.00		56,480.00
14	39,390.00		47,110.00		52,660.00		55,170.00		57,140.00
15	39,690.00		47,490.00		53,140.00		55,710.00		57,800.00
16	39,990.00		47,870.00		53,620.00		56,250.00		58,460.00
17	40,290.00		48,250.00		54,100.00		56,790.00		59,120.00
18	40,590.00		48,630.00		54,580.00		57,330.00		59,780.00
19	40,890.00		49,010.00		55,060.00		57,870.00		60,440.00
20	41,190.00		49,390.00		55,540.00		58,410.00		61,100.00
21	41,490.00		49,770.00		56,020.00		58,950.00		61,760.00
22	41,790.00		50,150.00		56,500.00		59,490.00		62,420.00
23	42,090.00		50,530.00		56,980.00		60,030.00		63,080.00
24	42,390.00		50,910.00		57,460.00		60,570.00		63,740.00
25	42,690.00		51,290.00		57,940.00		61,110.00		64,400.00
26	42,990.00		51,670.00		58,420.00		61,650.00		65,060.00
27	43,290.00		52,050.00		58,900.00		62,190.00		65,720.00
28	43,590.00		52,430.00		59,380.00		62,730.00		66,380.00
29	43,890.00		52,810.00		59,860.00		63,270.00		67,040.00
30	44,190.00	*300	53,190.00	*380	60,340.00	*480	63,810.00	*540	67,700.00 *660

First Schedule

OFFICE ASSISTANT B / SCOOTER RIDERS

	<u>Grade I</u>	<u>Grade II</u>	<u>Grade III</u>	<u>Grade IV</u>	<u>Grade V</u>
1	35,195.00	39,660.00	45,695.00	46,415.00	46,525.00
2	35,495.00	39,990.00	46,175.00	46,955.00	47,185.00
3	35,795.00	40,320.00	46,655.00	47,495.00	47,845.00
4	36,095.00	40,650.00	47,135.00	48,035.00	48,505.00
5	36,395.00	40,980.00	47,615.00	48,575.00	49,165.00
6	36,695.00	41,310.00	48,095.00	49,115.00	49,825.00
7	36,995.00	41,640.00	48,575.00	49,655.00	50,485.00
8	37,295.00	41,970.00	49,055.00	50,195.00	51,145.00
9	37,595.00	42,300.00	49,535.00	50,735.00	51,805.00
10	37,895.00	42,630.00	50,015.00	51,275.00	52,465.00
11	38,195.00	42,960.00	50,495.00	51,815.00	53,125.00
12	38,495.00	43,290.00	50,975.00	52,355.00	53,785.00
13	38,795.00	43,620.00	51,455.00	52,895.00	54,445.00
14	39,095.00	43,950.00	51,935.00	53,435.00	55,105.00
15	39,395.00	44,280.00	52,415.00	53,975.00	55,765.00
16	39,695.00	44,610.00	52,895.00	54,515.00	56,425.00
17	39,995.00	44,940.00	53,375.00	55,055.00	57,085.00
18	40,295.00	45,270.00	53,855.00	55,595.00	57,745.00
19	40,595.00	45,600.00	54,335.00	56,135.00	58,405.00
20	40,895.00	45,930.00	54,815.00	56,675.00	59,065.00
21	41,195.00	46,260.00	55,295.00	57,215.00	59,725.00
22	41,495.00	46,590.00	55,775.00	57,755.00	60,385.00
23	41,795.00	46,920.00	56,255.00	58,295.00	61,045.00
24	42,095.00	47,250.00	56,735.00	58,835.00	61,705.00
25	42,395.00	47,580.00	57,215.00	59,375.00	62,365.00
26	42,695.00	47,910.00	57,695.00	59,915.00	63,025.00
27	42,995.00	48,240.00	58,175.00	60,455.00	63,685.00
28	43,295.00	48,570.00	58,655.00	60,995.00	64,345.00
29	43,595.00	48,900.00	59,135.00	61,535.00	65,005.00
30	43,895.00 *300	49,230.00 *330	59,615.00 *480	62,075.00 *540	65,665.00 *660

SECOND SCHEDULE

1. The benefits of the Scheme will accrue to the employee but will cover those persons specified in clause 18 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. (a) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital. Provided however, where the employee is aged 30 years or above expenses he/ she incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/= per annum. In addition to this entitlement.
- (b) Where the Employee is aged 30 years or above, expenses his/her spouse incurs on account of full body medical checkups, without being admitted to a hospital will be reimbursed up to a maximum of Rs. 20,000/- per annum. under the reimbursement of hospitalization expenditure.
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 declaration (including completion and signing of Insurance Proposal Forms) and submit documentation required by Bank/ Insurers in proper form and timely manner to enable to the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circulars issued from time to time the documentary requirement and time limit 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 *uberima fides* 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 circulars 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 circulars.
- (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 applications 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.

Exclusions .- The scheme shall not cover benefits / expenses :

- (a) Occasioned by or happening through,
 - (i) The participation by 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, or any self inflicted injury/sickness.
 - (iii) Normal child birth or pregnancy subject to clause 18 (iv). Provided that if an Employee has been employed for a continuous period of twelve months, the Bank will pay the Medical Expenses incurred for any abnormality of Maternity which is in excess of what a normal child birth would have cost. The responsibility for 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
- (b) Incurred whilst travelling in an Air craft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Air Line on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.

- (c) In respect of Eye Test or Dental Treatment.
- (d) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- 7. The benefits under this scheme shall not be cumulative and the words "any one Year" in clause 18 (iii) of the Agreement shall be deemed to be the period 1 st January to 31 st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- 8. 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 as applicable.

THIRD SCHEDULE

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

1. Wherever practical the Bank will endeavor to ensure 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 work load of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operations.
3. The Bank agrees to provide VDU operator 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 the 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.
- (c) 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.
- (d) The Bank will endeavor to provide lighting facility to minimize visual fatigue in the operation of VDUs.
- (e) Employee 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.
- (f) 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 Scheme herein.
 - (ii) The cost of modification of the lenses will be met within the Medical 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 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 consider it necessary.
 - (c) The Bank 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.