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# The Gazette of the Democratic Socialist Republic of Sri Lanka

# **EXTRAORDINARY**

අංක 2256/5 – 2021 නොවැම්බර් මස 29 වැනි සඳුදා – 2021.11.29 2256/5 – MONDAY, NOVEMBER 29, 2021

(Published by Authority)

# PART I: SECTION (I) – GENERAL

# **Government Notifications**

My. No.: CI/1840.

# THE INDUSTRIAL DISPUTES ACT CHAPTER 131

THE Collective Agreement entered into between Pradeshiya Sanwardhana Bank, No. 993, Kandy Road, Wedamulla, Kelaniya of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 21st May 2020 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

**B. K. Prabath Chandrakeerthi,** Commissioner General of Labour.

Department of Labour, Labour Secretariat, Colombo 05.

15th November, 2021.

Collective Agreement No. 22 of 2020



# PRADESHIYA SANWARDHANA BANK COLLECTIVE AGREEMENT



# Pradeshiya Sanwardhana Bank With



The Ceylon Bank Employees' Union 2018 ~ 2020

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#### COLLECTIVE AGREEMENT

#### Between

PRADESHIYA SANWARDHANA BANK, No. 933, Kandy Road, Wedamulla, Kelaniya of the one part

and

THE CEYLON BANK EMPLOYEES' UNION, No. 20, Temple Road, Maradana, Colombo 10 . of the other part

THIS Collective Agreement is made on this Twenty first day of May 2020 by and between the Pradeshiya Sanwardhana Bank of the one part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the other part (hereinafter referred to as "the Union")

*Title.*— This Agreement shall be known and referred to as "the addendum to the 'PRADESHIYA SANWARDHANA BANK COLLECTIVE AGREEMENT with THE CEYLON BANK EMPLOYEES' UNION" for the period 1st January, 2018 to 31st December, 2020 (01.01.2018 - 31.12.2020) (hereinafter referred to as the "Collective Agreement")

#### A. GENERAL

- 1. Employers to be covered and bound. -
  - 1.1 This Collective Agreement shall be an addendum to the Collective Agreement signed between Pradeshiya Sanwardhana Bank and the Ceylon Bank Employees' Union dated 17th October 2018 and shall cover and bind the Pradeshiya Sanwardhane Bank, which is a party to this Agreement.
- **2.** *Employees to be covered and bound.* This Collective Agreement shall be an addendum to the Collective Agreement signed between Pradeshiya Sanwardhana Bank and the Ceylon Bank Employees' Union dated 17th October 2018 and shall cover and bind the employees of the Bank and who are employed in any of the categories for whom a salary scale has been prescribed in this Agreement in the schedule I hereto.
- **3.** Date of operation and duration.— This Collective Agreement is deemed to be in force from 1st January, 2018 and shall thereafter continue to be in force unless it is determined by either party giving six months notice in writing to the other party, provided however that no party shall give such notice to the other party before the 1st day of July 2020 and such notice shall not expire before the 31st day December, 2020
  - 4. Matters covered and variation of terms and Conditions of employment and benefits.—
    - 4.1 This addendum to the Collective Agreement 2018 2020 shall be in force from 1st January 2018 to 31st December 2020.
    - 4.2 The Union and the Bank 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, 2018 each employee covered and bound by this Collective Agreement shall be paid upon and subject to the other terms and conditions herein contained.
  - 1) Fixed Component linked to "Basic Salary" and related allowance.
  - 11) Variable Component linked to performance.

**5.1 fixed component.**— Basis of determination of fixed component is outlined in the Collective Agreement signed between the Bank and the Union dated 17th October 2018.

# 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 (profit before tax) for the year 2018 as against the year 2017 and a further 0.5% increase for the year 2019 as against the year 2018 and a further 0.5% increase for the year 2020 as against the year 2019.

However, in case the Bank maintaining a 4% or a higher percentage in any year, it shall be considered as having reached the benchmark.

**5.2.3 Determination of Benchmark for Deposit Mobilization.**— Taking the immediately preceding year as the base for every succeeding year.

Eg.- Taking 2017, 2018 and 2019 as base years for 2018, 2019 and 2020 respectively commencing from year 2018 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 2017 was 14% as against the year 2016, the benchmark for the year 2018 should be 16% as against 2017.

However, if the growth in the Bank 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 2018, 2019 and 2020 in the Non - Performing Loan portfolio as against the Non - Performing Loan Portfolios for the years 2017,2018 and 2019 respectively.

However, if the average Non - Performing Loan Portfolio is maintained at the lowest point of 5% 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 Mobilization, Loans Recovery and similar programs are jointly conducted by the Bank and the branch union of the Bank for the advancement of the Bank.
- (II) An employee who has participated in 80% or more of such programs is considered as having 100% participation.

- (III) If the Bank and the Union has not jointly conducted even one such program, clause 5.2.5 (1) will not be applicable. A circular to be issued fixing dates for special days service programs of 5 days in each year except 2018.
- (IV) A Variable Component of Thrice the Basic Salary for the years 2018,2019 and 2020 respectively shall be paid upon reaching the targets referred to in 5.2 above.
- (v) However in oder to qualify for the maximum amount of variable component, the Benchmark herein before stipulated, for items 5.2.2, 5.2.3 and 5.2.4 above should be exceeded. If any one or two of the indicators have exceeded the benchmark, the variable component shall be reduced up to 1/3 and 2/3 respectively.

#### C. ALLOWANCES

# 6. Difficult Station Allowance.-

- 6.1 A payment of Rs. 2,250/- per month will be paid to an employee who works in a difficult station provided however the employee resides beyond 15 kilometers 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.** Deniyaya, Gonagalapura, Katuwana, Lunugamwehera, Mawarala, Neluwa, Pitigala, Sooriyawewa, Talgaswala, Urubokka, Udugama

Agarapathana, Kotagala, Laggala, Morayaya, Nildandahinna, Pundaluoya, Udadumbara, Udawela, Wilgamuwa, Nuwaraeliya

Aralaganwila, Bakamuna, Galamuna, Galenbindunuwewa, Galnewa, Pulastigama, Siripura, Sewanapitiya, Mannar, Kanagarayankulum, Bogaswewa

Anamaduwa, Galgamuwa, Maho, Mampuri, Mundel, Nawagatthegama, Nikaweratiya, Palakuda, Polpitigama, Puttalam, Ambanpola, Kalpitiya, Parakumpura

Erathne, Kalawana, Kitulgala, Kolonna, Pothupitiya, Sri palabaddala

Meegahatenna

Girandurukotte, Kandaketiya, Lunugala, Mahiyanganaya, Ridimaliyadda, Tanamalwila, Sewanagala Muthur, Kokadicholei, Dehiattakandiya, Mahaoya, Pothuvil

Shall include newly opened Northern and Eastern Branches.

#### 7. Distance Station Allowance.—

7.1 The Distance Station Allowance Shall be paid as follows:

(I)	From 50 km to 80 km from the residence address of the employee	Rs. 3,800/-
(II)	From 81 km to 100 km from the residence address of the employee	Rs. 5, 400/-
(III)	From the 101 km to 150 km from the residence address of the employee	Rs. 6, 150/-
(IV)	From the 151 km and above from the residence address of the employee	Rs. 7,200/-
(V)	Branches in the North and East (Excluding Ampara District).	
	(i) From 75 km to 150 km from the residence address of the employee	Rs. 14,200/-
	(ii) From 151 km and above from the residence address of the employee	Rs. 16,000/-

Above V) (i) and V) (ii.) are applicable to those who are not permanent residents in North and East Provinces.

When determining the eligiblity of the payment of the Distance Station Allowance, the Bank should consider <u>the</u> Shortest distance to the work station of the employee from any one of the under mentioned places of residence:

- a) The residential Address of the employee as registered in the voting list,
- b) The residence constructed on obtaining housing loan from a bank by the employee or the spouse.
- c) The personal residence of the employee or the spouse,
- d) The official quarters of the spouse where the employee is residing,
- e) The residence of the employee or the spouse declared in the Assets and Liabilities Statement.
- 7.2 This payment shall be made to those who are transferred for exigencies of service or on disciplinary grounds.
- 7.3 Employees who work in uncongenial or highly uncongenial stations too are entitled to this allowance provided they comply with requirements stipulated in Clause 7.1.
- 7.4 In the event of an employee being transferred to another branch at his/her own will, for special reasons, such as sickness, taking care of children or their education, such employee is not entitled for this allowance.
- 7.5 In the event of an employee claiming this payment by providing false information he/ she shall be disciplinarily dealt with.
- 7.6 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 reckoned as 80 km.. etc.

# 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 3 to special 4	Not Entitled
Officer 1	Rs. 535/-
Officer 2	Rs. 500/-
Officer 3-I	Rs. 470/-
Officer 3-II	Rs. 440/-
Officer 3-III	Rs. 410/-
Officer 4	Rs. 375/-

- 8.2 Out of Pocket Allowance shall be paid for work performed 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 and 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.
- 8.6 They are entiled to obtain either lieu leave or day's pay for the work performed during holidays.

# 9. Overtime Payment.-

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

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

- 9.2 Overtime payments shall be paid for work performed for more than 1/2 hour and every completed 1/4 hour beyond that.
- 9.3 They are entitled to obtain either lieu leave or day's pay for the work performed during holidays.

#### 10. Meal and Accommodation Allowance.—

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

Grade	Meal	Accommodation
Special 3	Rs. 1,800/-	Rs. 3,750/-
Special 4	Rs. 1,500/-	Rs. 3,375/-
Officer 1 and 2	Rs. 1,150/-	Rs. 3,000/-
Officer 3-I and 3-II	Rs. 1,000/-	Rs. 2,625/-
Officer 3-III to Grade 4	Rs. 850/-	Rs. 2,250/-
Grade 5-III to 6-I	Rs. 750/-	Rs. 2,100/-
Grade 7-III to 9-I	Rs. 750/-	Rs. 1,500/-

10.2 Meal allowance will be paid on the following basis:

3 to 6 hours 1/4 of the rate 6 to 12 hours 1/2 of the rate 12 hours and above full rate

- 10.3 Meal Allowance will be paid subject to following terms:
  - (I) Work performed outside the branch should be beyound 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 Accommodation allowance will be paid subject to the following terms:
  - (I) Accommodation allowance will be paid to those who travel beyond 40 kilometers and for nights stay outside, which travel and stay exceed 12 hours,
  - (II) For those who are expected to stay outside the normal workstation over and above 24 hours, the subsistence allowance will be paid for the stay in excess of 24 hours outside the workstation.
- 10.5 Meal and Accommodation 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 Meal and Accommodation allowance is claimed, other than overtime or out of pocket allowance.

I කොටස: (I) ඡෙදය – ශී ලංකා පුජාතාන්තික සමාජවාදී ජනරජයේ අති විශෙෂ ගැසට් පතුය – 2021.11.29 Part I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 29.11.2021

(II) In addition the actual expenses incurred on account of public transport. Both allowances will be paid on completion of 24 hours or more and overnight stay.

# 11. Field Officers' Combined Allowance.-

11.1 The following daily allowances will be paid to Field Officers who are expected to carry out 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 field promotion etc:

2 to 5 hours Rs. 250/-5 to 8 hours Rs. 375/-8 hours and above Rs. 430/-

- 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 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 which 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 cashier 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 13.5 hereunder:

Bicycle Rs. 3.00/- per km.

Motor cycle Rs. 14.30/- per km.

Three wheeler Rs. 17.15/- per km.

Petrol Motor Vehicle Rs. 35.00/- per km.

Diesel Motor Vehicle Rs. 35.00/- per km.

- 13.2 The above rates are applicable with effect from 11th May 2018 subject to the condition as set out under Sub clause 13.5
- 13.3 Reimbursement shall be made only if the official travel by the personal vehicle is approved by the authorities concerned.
- 13.4 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.
- 13.5 It is agreed between parties to revise the fuel allowances corresponding to the percentage increase or decrease in the fuel prices based on the Colombo prices as at the date of 10 th September 2019.
- 13.6 A maintenance fee of 10% on the revised rate of fuel will be paid in addition to the fuel allowance.

# 14. Cashiers' Risk Allowance and Key Allownce.-

- 14.1 Where a Cashier is called upon to bear the cash risk, he / she shall be paid a daily allowance of Rs. 95/- per day and for those handling keys irrespective of the grade which he/ she belongs to an amount of Rs. 75/- 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.-

- An amount of Rs. 125/- per cash transport will be paid for those who are engaged in transporting cash to and 15.1 from outside the bank premises subject to a maximum of Rs. 500/- per day.
- 15.2 However, this allowance will be paid subject to the condition that cash of at least Rs. 50,000/- from field collections is transported at a time.

#### 16. Black Light Allowance.-

- An allowance of Rs. 20/- per day will be paid for those exercising authority on black light signature 16.1 verification irrespective of the grade to which they belong.
- 16.2 However, if the cashier is expected to verify signature he / she shall be paid this allowance in addition to other allowances.

#### 17. Pawning Auction Allowance.-

- The employees who are called upon for pawning auctions will be paid either overtime or out of pocket 17.1 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. 5,000/- in holidays (if it is on week days Rs. 2,000/- whichever is higher.

# 18. Court Duty Allowance.-

- An amount of Rs. 600/- per day will be paid to employees on days he/ she attends court on official duty. 18.1
- 18.2 In addition they shall be entitle 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 3	Rs. 1,375/
Special 4	Rs. 1,100/
Officer 1 to 3-I	Rs. 880/-
Officer 3-II to 3-III	Rs. 660/-
officer 4 to Grade 5-1	Rs. 550/-

19.2 Grade 6-III to Grade 9-I will be paid the allowance payable to in the grade of Officer 4 to grade 5-I if they attend as participants of a training workshop. If they attend any official duties to such training programs

overtime and other allowances applicable to them will be paid.

#### 20. Meal Allowance.-

- An employee who is expected to be away from office on official duty during the period 11.00 hr and 14.00hr will be paid an allowance of Rs.200/- 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.
- An employee who is expected to continue work at least 1/2 hour beyond 20.00hr will be entitled to an allowance of Rs. 225/-

# 21. Special Monthly Allowance.-

21.1 Branch Managers Special Allowance

Branch Managers will be paid following monthly allowances irrespective of their performance based on the branch category on operational capacity.

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A+Category - Rs. 3,375/-
A Category - Rs. 3,000/-
B Category - Rs. 2,625/-
C Category - Rs. 2,250/-
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21.2 Special monthly allowance for District Managers and Assistant District Managers will be paid as Rs. 7,500/- and Rs. 5,000/- respectively.

# 22. Special Allowance to Special Grade.-

- 22.1 Special Monthly Allowance will be paid for following categories of staff in lieu of payments for work performed during holidays.
  - 22.1.1 Payment of Special monthly allowance of Rs. 35,000/- to Regional General Managers (Special Grade 3)
  - 22.1.2 Payment of special monthly allowance of Rs. 35,000/- to Senior Assistant General Managers (Special Grade 3)
  - 22.1.3 Payment of special monthly allowance of Rs. 30,000/- to Assistant General Managers Province Office (Special Grade 4)
  - 22.1.4 Payment of special monthly allowance of Rs. 30,000/- to Assistant General Managers Head Office (Special Grade 4)
  - 22.1.5 They are entitled to obtain lieu leave for work performed during holidays.
- 22.2 Payment of Monthly Transport Allowance of Rs. 18,750/- shall be paid to Senior Assistant General Managers those who have not been given assigned vehicles.

# 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.

	Hourly payment for the duration of the inquiry	Preparation of Submission
01. Prosecution officer		
(I) Against Grade 4, officer & above	Rs. 375/-	Rs. 2,500/-
(II) Against Grade 6-1 to 5-111 employee	Rs. 375/-	Rs. 1,875/-
(III) Against employee Grade 7-111 & below	Rs. 375/-	Rs. 1,250/-
02. Typist	Rs. 350/-	

23.2 These payments are not applicable for inquires conducted during holidays.

#### D. WELFARE SCHEMES

#### 24. Insurance.-

- 24.1 The insurance scheme is in force at present will be continued annually without interruption.
- 24.2 Action will be taken to obtain insurance covers for each grade of employees as follows.

(a) Special 3 to Officer 1	Rs. 3,900,000/-
(b) Officer 2 to Officer 3-1	Rs. 3,125,000/-
(c) Officer 3-II to Officer 4	Rs. 2,350,000/-
(d) Grade 5-III to Grade 9-1	Rs. 1,950,000/-

- 24.3 Management Trainees and Trainee Banking Assistants/ Trainee Development Assistants, those who are recruited to the permanent cadre will be benefited under the category of (c) & (d) respectively.
- 24.4 This insurance policy covers all forms of loss of life and total disability and payment of a certain percentage for part disability as agreed to with the insurance company.
- An employee can at his discretion opt for an insurance cover applicable to a higher grade by paying higher premium, on their own accord.
- 24.6 The revised insurance cover appended in above 24.2 shall be enforced effective from the date of singing the Collective Agreement.

# 25. Tea Allowance.—

- 25.1 An Amount of Rs. 500/- per employee will be paid monthly as tea allowance.
- 25.2 Arrangements will be made for the preparation of tea in the work place, making use of this allowance.

#### 26. Cold Allowance.-

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

Garde IV officer and above Rs. 1, 500/-Support staff, clerical and others Rs. 1,125/-

# 27. Telephone Allowance.-

Telephone Allowance shall be paid for the following category of officers.

Regional General Managers	Rs. 3,000/-
Senior Assistant General Managers	Rs. 3,000/-
Assistant General Managers	Rs. 2,000/-
Chief Managers/ District Mangers	Rs. 1,800/-
Assistant District Managers	Rs. 1,250/-
All Branch Managers	Rs. 1,250/-
Field Officer	Rs. 1,250/-

# 28. Staff Loan Schemes.-

#### 28.1 Consumption Loan

28.1.1 A Staff consumption loan amounting to Rs. 500,000/- (maximum) at 5% interest per annum (recoverable in 05 years) will be given subject to the other conditions of the circular.

# 28.2 Motorcycle Loan

28.2.1 A Staff motorcycle loan amounting to Rs. 350,000/- (maximum) at 5% interest per annum (recoverable in 05 years) will be given subject to the other conditions of the circular.

#### 28.3 Housing Loan

- 28.3.1 A Staff housing loan amounting to Rs. 5,000,000/- (maximum) at 5% interest per annum (recoverable in 20 yers) will be given subject to the other conditions of the circular.
- 28.3.2 Granting of a housing loan not exceeding Rs. 1,000, 000/- at 5% interest per annum (recoverable in 10 years) will be given to those who are unable to provide security in immovable properties which loan will be given on personal guarantee by two employees of the bank or any other acceptable security subject to the other conditions of the circular.

#### 28.4 Bicycle Loan

28.4.1 A Staff bicycle loan amounting to Rs. 10,000/- (maximum) at 7% interest per annum (recoverable in 03 years) will be given subject to the other conditions of the circular.

# 28.5 Distress Loan

28.5.1 A distress loan of 3 months gross salary of which 1 month gross salary without interest and/or two months gross salary at 7 % interest per annum (both loans recoverable in 36 monthly installments) will be given subject to the other conditions of the circular.

# 28.6 Vehicle Loan

28.6.1 A vehicles loan maximum ceiling of 24 months of gross salary at 5% interest per annum (recoverable in 07 years) will be given to the officers in grade 3-III & above will be given subject to the other conditions of the circular.

- 28.6.2 Loans for the purchase of Three Wheelers should also be granted under this scheme.
- 28.6.3 Any employee who has obtained vehicle loan will be eligible to apply for another loan only on completion of 3 years from date of obtaining the previous loan.

#### 28.7 Computer Loan:

Granting of a loan to purchase a computer (Personal Computer/Lap Top/ipad) amounting to Rs. 100,000/-(maximum) at interest of 7% per annum (recoverable in 36 monthly installments) will be given subject to the other conditions of the Circular.

#### 29. Festival Advance:

29.1 An interest free festival advance of Rs. 25,000/- will be paid to an employee once a year recoverable in 10 monthly installments.

#### **30.** Loan Assurance:

- 30.1 Loan assurance fund established by the bank will continue and all the staff taking loans have to be contributed 1% from the loans to the fund.
- 30.2 The bank also should contribute the same amount annually contributed by the staff.

#### 31. Medical Assistance Scheme:

- 31.1 Once and for all reimbursement of Rs. 1,000,000/- in respect of critical illnesses (to be defined) to an employee, the legitimate spouse and children.
- 31.2 Reimbursement of Rs. 150,000/- for purchase of medicine in respect of diagnosed long standing chronic illnesses (to be defined) subject to approval by Specialized Doctor.

31.3	(I)	Normal medical expenses	Rs. 18,750/-
	(II)	Specialist medical expenses	Rs. 37,500/-
	(III)	Spectacles (once in 2 years)	Rs. 18,750/-
		Replacement of lenses (once a year)	Rs. 6,250/-
	(IV)	) Dental treatment	Rs. 7,500/-
	(V)	Hospitalization	Rs. 150,000/-

Expenses coming under medical, surgical and maternity will be borne by the bank under this category (Provision to be made enabling utilization of accumulated unused hospitalization charges for two years).

Maternity at Private Hospitals/ Nursing Homes. (a)

Normal/ Forceps delivery Rs. 50,000/-Rs. 75,000/-Caesarean

(b) Incentive payment for obtaining treatment from Government Hospitals.

General - Rs. 3,750/- per day Surgery - Rs. 5,000/- per day (Maximum payment limited to 15 days) 14A

(c) Maternity at Government Hospitals.

Normal delivery Rs. 12,500/-Forceps delivery Rs. 12,500/-Caesarean Rs. 25,000/-

- (VI) Management Trainees and Trainee Banking Assistants/ Trainee Development Assistants be granted medical benefits under Hospitalization maximum of Rs. 60,000/- (provision to be made enabling utilization of accumulated unused hospitalization charges for two years) and Normal and Specialist medical expenses of Rs. 10,000/- Medical assistance under above schemes will be granted only to the member of the Management Trainees and Trainee Banking Assistants/ Trainee Development Assistants.
- 31.4 Medical scheme is a joint scheme. It is jointly agreed that member contribution of permanent employee to be revised as Rs. 6,000/- per annum, which will be deducted on monthly basis (Rs. 500/- per month). Management Trainees and Trainee Banking Assistants/ Trainee Development Assistants should contribute Rs. 2,400/- per annum, which will be deducted on monthly basis from Trainee allowance (Rs. 200/- per month).

#### E. STATUTORY ALLOWANCES & INCENTIVES

#### 32. Employees' Provident fund & employees' trust fund:

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

#### 33. Annual Bonus:

- Action will be taken to pay thrice the basic salary or twice the gross salary of an employee whichever is higher as annual bonus.
- Action will be taken to pay 1/4 of the annual bonus as advance at the 4th week of March and the balance 3/4 at the 1st week of December.

#### 33.3 Additional Bonus

- 33.3.1 In the event of annual operating profit targets being exceeded, it is agreed to pay additional bonus (profit bonus) as decided by Board of Directors.
- 33.3.2 All parties agreed that in the event of the Net Profit Ratio being achieved in excess, additional bonus will be paid to all employees as decided by the Board of Directors based on net profit ratio increased in every year from 2018 as referred in paragraph 42 of this agreement.

# 34. EPF and ETF contributions on holiday pay and enchased accumulated leave.-

34.1 EPF and ETF contributions will be made on holiday pay and enchased accumulated leave in terms of relevant legislation's and the EPF code.

#### 35. Payment of day's pay for holiday work:

- 35.1 Action will be taken to grant lieu leave for working on weekends or public holidays.
- 35.2 Government declared statutory holidays

Thaipongal Day National Day

Day prior to Sinhala & Hindu New year

Sinhala & Hindu New Year Day

May Day

Holy Prophet's Birth Day

Day Following Vesak Full Moon Day

Christmas Day

- A days lieu leave 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 day's pay should be paid on account of such work performed, subject to the approval of Commissioner of Labour.
- 6 hours work should be done to become entitled for a day's pay and 4 hours work for 1/2 day's have been performed on a public holiday.
- 35.5 Overtime can be claimed for work performed beyond 6 hours on public holidays'
- 35.6 If the employee is expected to perform duties on a poya day prior approval of the Labour Commissioner shall be obtained. The employee shall be paid 1 1/2 day's pay together which EPF and ETF.
- Work performed on a public holiday which falls on a weekend will be paid on the basis that describe as a holiday.
- 35.8 A day's pay of an employee is computed as follows "Gross monthly salary/30"

# 36. Encashment of accumulated leave:

- 36.1 7 days out of 14 days annual sick leave entitlement could be accumulated up to a maximum of 42 days.
- 36.1.1 1½ day's pay for each day of unavailed sick leave will be paid subject to a maximum of 7 days, provided however 14 days could be encashed if the accumulated sick leave exceed 42 days.
- 36.2 An Employee must necessarily take 7 days out of the 21 days privilege leave during the relevant year.
- 36.2.1 1 day's pay will be paid for each day up to 14 days accumulated leave out of the 21 days privilege leave.
- 36.3  $1^{1/}$ , day's pay for each day will paid for 7 days casual leave.
- 36.4 The maximum number of days encashable leave is 30 days.
- 36.5 The balance leave after encashment can be availed of up to end of March in the following year.
- Employees who do not want to encash their accumulated leave can carry forward all such leave to be taken as leave prior to retirement.
- 36.7 Leave not utilized will be encashed on or before 31st January of the preceding year.
- 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.

# 37. Retirement Policy:

- 37.1 Whilst the compulsory age of retirement is 55 years of age, employee has the right to extend his services up to the age of 60 years, without applying for such extension.
- 37.2 If he wish to terminate his services, in between this period, he may do so after giving due notice of 3 months to the Head of Human Resource Development & Administration.
- 37.3 However, the management of the Bank reserves the right to deny extension of services after 55 years of age by giving 6 months prior written notice on the following grounds.
  - (a) If his performance is below the expected standard
  - (b) Inability to earn your annual salary increments
  - (c) Taking unapproved no pay leave
  - (d) Being subject to punishment due to his commission of acts of indiscipline However, he is entitled to submit an appeal against the decision of the management within a period of 6 months.
- He may utilize his accrued leaves prior to his retirement between the age of 55 to 60 years and he may encash 37.4 his unutilized leaves before his retirement.
- 37.5 He is required to settle all his pending loans before his date of retirement.
- 37.6 All files, documents, systems, passwords Bank Identity cards, machinery and equipment, etc, which is in his custody or used or handled by him or which were under his control shall be handed over to his successor or the named officer officially in writing with copies to his immediate senior officer.
- 37.7 It should be noted that these retirement conditions could be amended by the management from time to time as per the circulars issued by the Ministry of Finance and Line Ministry.
- 37.8 Other conditions relevant to retirement shall govern by the Administration circular 2017/101 dated 19th July
- Payment of Gratuity as retirement benefits. 37.9

As per the Gratuity Law and employee is entitled, on completion of five (05) years service, to a payment of half (1/2) month's gross salary for each year of completed service. The gross salary will include:

- **Basis Salary** (i)
- Cost of living Allowance (ii)
- 20% rent allowance (iii)
- (iv) 10% allowance

The gratuity is payable within thirty (30) days of retirement or termination.

## F. STAFFING STRUCTURE

#### 38. Grade to Grade Promotion.-

It is agreed to hold an efficiency Bar Examination / Job Test and / or interview in accordance with the 38.1 methodology agreed with the Union to consider employees to promote to their next higher grade provided that they are in the combined cadre subject to other conditions of the Scheme of Internal Promotions.

#### 39. Typist service absorbed to the Banking Assistant Grade.-

- 39.1 Typist Grade ,1 11 and 111 will be constituted as a closed service parallel to Banking Assistant Grade 1, 11 and 111.
- 39.2 It is agreed to hold and Efficiency Bar Examination and job test in accordance with a methodology agreed to with the union to absorb employees now in the Typist service to banking Assistant service and absorb employees who so qualify early.

#### 40. Senior Driver.-

- 40.1 Action will be taken to designate employees in the driver grade 111 who have earned 6 increments as "Senior Driver"
- 40.2 Additional 2 annual salary increment to be granted when placing them on the relevant salary point on such re- designation.

#### 41. New Recruitments to Trainee Banking Assistant and Management Trainee.—

- 41.1 Management and the Union jointly agreed to revise monthly fixed allowance with effect from the month of November 2019 relating to entry level position of Trainee Banking Assistants / Trainee Development Assistants and Management Trainees which appended under paragraph 10 of the Collective Agreement signed between Pradeshiya Sanwardhana Bank and the CBEU dated 17th October, 2018 and amend the clause 10.1 and 10.2 as below.
- 10.1 Payment of fixed monthly allowance of Rs. 35,000/- during the 1st year of training and an allowance of Rs. 40,000/- for the 2nd year to recruits as Management Trainee.
- Payment of fixed monthly allowance of Rs. 22,000/- during the 1st year of training and an allowance of Rs. 25,000/- for the 2nd year to recruits as Trainee Banking Assistant/ Trainee Development Assistant.

# G. SPECIAL AGREEMENTS

# 42. Special Conditions of the Agreement.-

- 42.1 Bank should make every effort to increase in December 31, 2018 the Net Profit Ratio (profit before Taxation x 100/ Total income) achieved as at December 31, 2017 and which shall be achieved every year thereafter.
- 42.2 It is agreed to implement structural changes in order to maintaining the Net Profit Ratio in terms of clause 42.1 above and steps taken for improving the Bank's image and its market share in consultation and agreement with the either parties to this Agreement.
- 42.3 It is agreed to prepare a consolidated programme jointly by Management and the Branch Union, enabling employee to perform a special day's service during each calendar month as provided in clause 5.2.5.(i) above.

# for and on behalf of the

# PRADESHIYA SANWARDHANA BANK

M. Mahinda Saliya Chairman

Mr. T. Kuhan

General Manager/Chief Executive Officer

# WITNESS TO THE ABOVE SIGNATURES

K.M.J.S. Karunathilaka Head of HRD & Administration

P.S. Edirisuriya Chief Finance Officer

# CEYLON BANK EMPLOYEES' UNION

Channa Dissanayake President

Ranjan Senanayake General Secretary

WITNESS TO THE ABOVE SIGNATURES

Wimal Chandrasena

President - Development Bank Branch

Ianaka Ariyanala

Secretary - Development Bank Branch

Schedule I

# Revised Monthly Salary Scales as per the Collective Agreement 2018 - 2020

values in Rupees

			values in Rupees	
	Position	Revised Monthly Salary Scales 2018	Revised Monthly Salary Scales 2019	
Special III	Senior Assistant General Manager/Regional General Manager	171,715-4,005*15-231,790	177,745-5,920*12-248,785	
Special IV	Assistant General Manager	149,825-2,900*15-193,325	158,930-4,940*12-218,210	
officer I	Chief Manager	114,105~2,315*15-148,830	122,105~3,540*12~164,585	
officer 2	Senior Manager	87,995-1,750*20-122,995	94,065-2,150*20-137,065	
officer 3 ~ I	Manager/ Secretary I	71,845-1,360*20-99,045	76,820-1,770*20-112,220	
officer 3 - II	Deputy Manager/ Secretary II	59,320-980*20-78,920	63,185-1,270*20-88,585	
officer 3 - III	Assistant Manager/ Secretary III	46,110-620*20-58,510	49,195-840*20-65,995	
Grade 4	Officer Training	40,165-450*3 -41,515	43,440-650*3 -45,390	
Grade 5 - III	Banking Assistant III/ Stenographer III	36,365-370*20-43,765	39,065-440*20-47,865	
Grade 5 - II	Banking Assistant II/ Stenographer II	32,350-285*20-38,050	35,070-380*20-42,670	
Grade 5 - I	Banking Assistant I/ Stenographer I	29,590-250*20-34,590	32,480-280*20-38,080	
Grade 6 - III	Typist III	33,060-285*20-38,760	36,125-390*20-43,925	
Grade 6 - II	Typist II	31,025-250*20-36,025	34,085-300*20-40,085	
Grade 6 - I	Typist I	26,485-210*20-30,685	29,450-220*20-33,850	
Grade 7 - III	Driver III/ Senior Driver	28,145-275*20-33,645	31,195-330*20-37,795	
Grade 7 - II	Driver II	27,200-240*20-32,000	30,335-280*20-35,935	
Grade 7 - I	Driver I	25,630-210*20-29,830	28,790-230*20-33,390	
Grade 8 - III	Peon III	27,200-240*20-32,000	30,335-280*20-35,935	
Grade 8 - II	Peon II	25,620-210*20-29,820	28,790-230*20-33,390	
Grade 8 - I	Peon I	24,675~150*20~27,675	27,875-180*20-31,475	
Grade 9 - III	Labour III	25,580-210*20-29,780	28,790-230*20-33,390	
Grade 9 - II	Labour II	24,670~175*20~28,170	27,875-180*20-31,475	
Grade 9 - I	Labour I	23,985-150*20-26,985	27,190-170*20-30,590	