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The Gazette of the Democratic Socialist Republic of Sri Lanka
EXTRAORDINARY

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No. 2305/03 – MONDAY, NOVEMBER 07, 2022

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Hatton National Bank PLC, No. 479, T. B. Jayah Mawatha, Colombo 10 of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 17th December, 2021 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.
19th October, 2022.

Collective Agreement No. 05 of 2022

This Collective Agreement made this 17th December, 2021 between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at 479, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as “the Bank”).

of the one part

and



The Ceylon Bank Employees' Union (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 submitted proposals for a revision of salaries and other benefits in respect of their members among the employees covered and bound by this Collective Agreement and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment, the matters so agreed upon are set out hereunder.

1. **Parties to be Covered and Bound.**— This Agreement shall cover and bind Hatton National Bank PLC ("The Bank"), the Ceylon Bank Employees' (the Union) and members of the Union employed by the Bank in the category of Junior Executives (hereinafter referred to as the "employees") for whom salary ranges have been prescribed in this Agreement.

2. **Date of Operation and Duration.**— This Agreement shall come into force on the 1st April 2021 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st March, 2024. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2023.

3. **Earlier Agreements.**— This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements shall stand repudiated in respect of the parties hereto..

4. **Matters Covered and Bound.**—

- (a) This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.
- (b) It is agreed by the parties covered and bound by this Agreement that in relation to present employees 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.**—

- (a) With effect from 1st April 2021, each employee covered and bound by this Agreement shall be paid salaries in accordance with the salary ranges prescribed hereunder.

| | | |
|--------------------------|---|--------------------------------|
| Junior Executive Grade 1 | — | Rs. 80,000/- to Rs. 135,000/- |
| Junior Executive Grade 2 | — | Rs. 90,000/- to Rs. 185,000/- |
| Junior Executive Grade 3 | — | Rs. 100,000/- to Rs. 260,000/- |

- (b) Annual increments will be based on performance in accordance with the performance appraisal scheme of the Bank subject to a minimum increment of a sum equal to 3% p.a. of an employee's salary subject to the condition that those who are rated as "Does not meet expectation" will not receive any increment.
- (c) The scale of rating under the performance appraisal scheme to determine levels of performance of employees for the grant of annual increments will be as given below.

| | | | | |
|--------------------|---|-------------|---|----------------------------------|
| Outstanding | — | 1 - 1.24 | - | Achievement above 121% |
| Exceed Expectation | — | 1.25 - 1.74 | - | Achievement between 106% to 120% |
| Meet Expectation | — | 1.75 - 2.49 | - | Achievement between 95% to 105% |
| Below Expectation | — | 2.50 - 3.49 | - | Achievement between 75% to 94% |

Does not meet Expectation - 3.50 - 4.99 - Achievement below 74%

The Union shall be engaged in deliberations in the event of any changes to existing performance appraisal scheme and thereafter the new scheme will be informed to the employees.

6. **Conversion to Revised Salaries with effect from 1st April 2021.**— For the placement of an employee in the salary range as set out at Clause (5) above with effect from 1st April 2021, the following provisions shall apply.

- (i) A sum equal to 14% of the basic salary payable to an employee as at March 2021 shall be added to the basic salary paid to each employee in the month of April 2021.

7. **Incremental Date.**— The annual incremental date will be 1st April.

8. **Fuel Allowance.**— Employees will be entitled to receive a conveyance/fuel allowance in accordance with the amounts stated below:

| | | |
|------------------------------|---|--|
| Junior Executive Grade 1 | — | a sum equal to 65 litres of petrol per month |
| Junior Executive Grade 2 & 3 | — | a sum equal to 90 litres of petrol per month |

9. **Holiday Allowance.**—

- (a) The Bank shall pay a lump sum allowance in accordance with the amounts stated below:

| | | |
|------------------------------|---|-------------------|
| Junior Executive Grade 1 & 2 | — | Rs. 60,000/- p.a. |
| Junior Executive Grade 3 | — | Rs. 65,000/- p.a. |

- (b) In the case of an employee promoted during the course of a year, the payment for a period of service less than a completed calendar year will be computed proportionately at the rate of 1/12th of such entitlement in respect of each completed month of service.

10. **Special Payments.**—

(a) **Tea and Dinner Allowance**

Parties agreed that employees covered and bound by this agreement shall not be entitled for overtime payment. However, Tea and Dinner allowance will be paid for work outside normal working hours on a normal working day as follows:

| | | |
|-----------------|---|------------|
| ½ hour | - | Rs. 250/- |
| 1 hour | - | Rs. 450/- |
| Up to 1 ½ hours | - | Rs. 600/- |
| Up to 2 hours | - | Rs. 800/- |
| Up to 2 ½ hours | - | Rs. 850/- |
| Up to 3 hours | - | Rs. 950/- |
| Up to 3 ½ hours | - | Rs. 1000/- |

4 hours and above would be at the rate of Rs. 500/- for one full hour.

(b) **Working on Holidays**

Parties agreed that all statutory payment are included in the salary of an employee and in addition for work on a holiday an employee will be paid a sum of Rs. 750/- for each completed hour so worked. Further, allowance which is granted through Human Resources Division Circular No. 947/2008 for employees who work on holidays will be revised to Rs. 3,000/- provided they cover minimum of 5 ½ hours of work. However, any increase to the amount granted through the aforesaid circular will be at the sole discretion of the management.

(c) Disturbance Allowance

- (i) Employees reporting for work prior to 7.00 a.m. will be paid a sum of Rs. 2,250/- in respect of such day.
- (ii) Employees required to perform work in relation to ATM breakdowns during non - working hours including weekends and other holidays will also be entitled to a payment of Rs. 2,500/- in respect of each such instance.

(d) Pawning

Employees engaged in duties relating to the pawning of articles in the Bank will receive an allowance of Rs. 250/- per day subject to a maximum allowance of Rs. 4,500/- per mensem.

11. **Bonus.**– Without prejudice to the claim of the Bank that bonus payments are ex-gratia, an eligible employee in service as at the date of payment covered by this agreement, a bonus as per the following basis on the basic salary as drawn by such employee for the month of December in respect of one complete year of service, meaning January to December and proportionately for service less than one year at the rate of one twelfth of such entitlement in respect of each complete month of service.

| Year | Fixed Bonus | Individual Performance | | | | Bank Performance *** |
|------|-------------|------------------------|--------------------|------------------|-------------------|-------------------------|
| | | Outstanding | Exceed Expectation | Meet Expectation | Below Expectation | |
| 2021 | 2.5 months | 1.5 months | 1 month | 0.5 month | 0.35 month | 0.5 month |
| 2022 | 2.5 months | 1.5 months | 1 month | 0.5 month | 0.35 month | 0.5 month |
| 2023 | 3.0 months | 1.5 months | 0.75 month | 0.25 month | | 0.5 month |

*** The bonus payable on Bank performance will accrue to eligible employees of the bank in any particular year only if the bank achieves an increase in NPAT of the corresponding financial year by minimum of 15% as against previous year.

12. Provident Fund.–

(a) Rate of Contribution

The rates of contribution to the Provident Fund by the Bank shall be:

| | | |
|-------------------------|---|---------------------------------|
| Bank's contribution | - | 12% (twelve per cent) of salary |
| Employee's contribution | - | 8% (eight per cent) of salary |

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof subject to the Rules of the Provident Fund.

(b) Interest on Provident Fund Contributions held by Banks

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs. 100,000/- published by the N.S.B. or HNB whichever is higher prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) Deficiency in Bank's Contributions to Provident Fund to an Employee not entitled to a Pension

Where an employee shall cease to be employed by the Bank in circumstances which do not entitled him 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 Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Banks up to 31st March 1992.

| | | |
|-------------------------|---|---------------------|
| From 1.1.71 to 31.12.80 | - | 9% of gross salary |
| From 1.1.81 onwards | - | 12% of gross salary |

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and therefore no deficiency arises.

13. **Death Gratuity.**— On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two months basic salary for each year of completed service subject to a minimum of nine months' basic 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.

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.

14. **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 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.

Completed years of actual service shall include only actual continuous service worked excluding absence/leave without pay, but subject to the provisions of the Payment of Gratuity Act (1983) and Clause 20 thereof.

15. **Promotions.**—

Grade I

(a) Any employee promoted to the grade of Junior Executive from the Grade of Bank Associate will be entitled to an addition of Rs. 4,000/- to his last drawn gross monthly salary as a Bank Associate and he shall thereafter be placed within the salary range for Junior Executives as provided for at Clause (5) above. His salary and other entitlements will thereafter be in accordance with the provisions of this agreement.

(b) On promotion, an employee will serve a period of probation of 06 months. This period shall be extendable by a period of 3 months. An employee who does not reach the required level for confirmation will be reverted to the post from which he was promoted.

Grade II

Following principles shall apply to the promotion of an employee from Grade 1 to Grade 2.

(a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 2 subject to an application being made by the employee.

- (b) An employee eligible to make such application will be -
- (i) A Junior Executive with 3 years' service in Grade 1, with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
 - (ii) A Junior Executive in Grade 1 who is not eligible for promotion to Grade 2 in terms of (i) above, will be considered for promotion to Grade 2 subject to completion of 5 years' service in Grade 1 and a good all round record of service.
- (c) A Junior Executive in Grade 1 shall on promotion to Grade 2 receive an increase of Rs. 2,500/- in his monthly basic salary with effect from the date he is so promoted.
- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Capital Department.

Grade III

Following principles shall apply to the promotion of an employee from Grade 2 to Grade 3.

- (a) An employee who is eligible under following criteria (b) will be considered for promotion to Grade 3 subject to an application being made by the employee.
- (b) an employee eligible to make such application will be -
- (i) A Junior Executive with 3 years' service in Grade 2 with a good all round record of service and has successfully completed at least Part 1 of the examination conducted by the Institute of Bankers.
 - (ii) A Junior Executive in Grade 2 who is not eligible for promotion to Grade 3 in terms of (i) above, will be considered for promotion to Grade 3 subject to completion of 5 years' service in Grade 2 and a good all round record of service.
- (c) A Junior Executive in Grade 2 shall on promotion to Grade 3 receive an increase of Rs. 3,500/- in his monthly basic salary with effect from the date he is so promoted.
- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is received by the Human Capital Department.

16. Annual Leave, Medical and Casual Leave

(a) Annual Leave

(i) Entitlement

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) Availment

The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.

(iii) *Accumulation*

Annual leave may be accumulated by an employee exclusively for the following purposes.

- (a) For availment in full, immediately preceding retirement by mutual arrangement with the Bank.
- (b) For the purpose of attending on a family member who is seriously ill.
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) Prolonged illness of the employee.
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave.
- (g) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the Management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of ninety (90) days.

(b) **Medical Leave**

(i) *Entitlement*

An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) *Availment*

The Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner.

- (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
- (b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days in any one year.

(iii) *Accumulation*

An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions:

- (a) in no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed One Hundred and Twenty (120) days, and
- (b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalisation or similar circumstances, supported by Certificate from a Registered Medical Practitioner,
- (c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisation an employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.

(iv) The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and / or take any action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances :

(a) Where the Bank has reasonable cause to suspect the bona fides of the application and / or reason for absence of an employee, or

(b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and / or reason for absence of the employee.

(c) **Casual Leave**

An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

17. Retirement

(a) The age of retirement shall be as per the age specified in “Minimum Retirement Age of workers Act, No. 28 of 2021”, or any other age mutually agreed to between the Bank and its employees, and on reaching the age specified in “Minimum Retirement Age of workers Act, No. 28 of 2021”, or any other age mutually agreed upon, an employee shall ipso facto retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.

(b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

(c) 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 10 years of actual continuous service (excluding absence/leave without pay) is entitled to a pension or any other superannuation scheme introduced by the Bank in lieu of Pension. 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 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 or a benefit under any other superannuation scheme introduced by the Bank in lieu of such pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

18. Suspension

(a) Where an employee is suspended pending a disciplinary inquiry on investigation, he will, subject to the provisions of sub-clauses (b) and (c) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.

(b) Where the suspension is on account of charges involving financial dishonesty such as fraud or misappropriation the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of 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 months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.

- (c) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

19. **Disciplinary Procedure.** - Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply:

- (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
- (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to subclause (k)(iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank'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 Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defense for unacceptable conduct) or an Executive Committee Member of the Union employed in the Bank to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the 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 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 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 proceeding before the Inquiring Officer. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the Union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) Within thirty (30) working days after the conclusion of the inquiry 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.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing of this Agreement.

20. Medical Scheme

(i). *Reimbursement of Medical Expenses for Non-Hospitalisation Expenses*

The Bank will reimburse an employee up to a maximum of Rs. 55,000/- per annum with effect from 01st April 2021 and Rs. 60,000/- with effect from 01st April 2022 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 and the parents of the employee in respect of routine non-hospitalisation/non-surgical and specialist treatment, and subject to the following:

- (a) All medical claims shall be supported by valid and relevant prescription, bills and receipts. The maximum validity period of Medical Bills and receipts will be four years from the date of issuance.
- (b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.
- (c) The unutilised portion of the allocation for the year could be utilized in the future years without any restrictions subject to valid bills being submitted within a reasonable period of time as aforesaid.
- (ii) The Bank will further reimburse a sum upto a maximum of Rs. 25,000/- on a non-cumulative basis for Medical Reports in respect of an Annual Health Checkup only for the employees over 35 years of age. Further, spouse of an employee who are over 35 years of age will be entitled for Annual Health Checkup within the same limit entitled to the employee subject to the following.
- (a) The entitlement could be utilized within a Calendar year.
- (b) The medical tests specified in the **Annexure I** and any other medical tests prescribed by a Registered Medical Practitioner must be carried out concurrently to be entitled for reimbursement.
- (c) The Claim Form accompanying the bills should be forwarded to the Talent Rewards and Benefits Division, Head Office for payment.
- (iii) **SPECIAL NON - HOSPITALISATION AND NON - SURGICAL EXPENDITURE.** - The Bank will reimburse an employee on a non - cumulative basis a combined allowance maximum upto Rs. 60,000/- for undermentioned purposes on behalf of the employee and not on behalf his family members.
- (a) Spectacles
- (b) Dentures and nerve Fillings
- (c) Hearing Aids

Subject to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item referred in iii (a) & (c) more than once in three years, and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist. Further, employees will be able to make claims on dentures and never filling for any number of occasions within the stipulated Limit. Provided further however, in the case of employees over the age of 45 years, a claim for spectacles may be allowed once in two years.

- (iv) **SURGICAL AND HOSPITALISATION 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 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 : | Standard |
| | Daily limit | - A/ C Room charge per day |
| | Government Hospital Allowance | - Rs 7,500 per day |
| (b) | Emergency Treatment Travel expenses (maximum) - Rs 4, 000/- | |
| | * The rate is Rs 50/- per Kilometer | Or Rs. 5,000/- |
| | | Subject to Submission of valid receipt. |
| (c) | Overall Limit for any one year | - Rs 400, 000/- |

Hospitalization charges on normal birth will be permitted from the Bank's Surgical and Hospitalization Expenses Scheme.

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

(v) **Maternity Grant**

- (a) An employee who is married will be entitled to a grant of Rs. 12,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.
- (b) In the case of reimbursement under surgical and hospitalisation expences, for maternity, an employee shall not be entitled to the grant in terms of (i) above.

21. **Trade Union Action. -**

(a) **MATTERS RELATED AND COVERED IN THE AGREEMENT :**

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) **MATTERS NOT RELATED AND NOT COVERED IN THIS AGREEMENT :**

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or 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 of the Bank 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 Employers' Federation of Ceylon and to the Commissioner General of Labour.
- (iv) A dispute arising out failed negotiations for a fresh Collective Agreement after 31st day of March 2024, cannot be construed interpreted and/or implied by the Employer as a dispute related and covered by this Agreement.

22. **The Union Check-off .** - During the continuance in force of this Agreement and provided the Union has not less than forty (40) percent membership among the employees covered by this Agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement in relation to the Bank.

23. **Release of parent Union/ Branch Union Office Bearers . -**

- (a) The Bank shall, at its discretion, permit the release of not more than two Branch Union Office Bearers on any one occasion with pay to attend conferences at the Employers' Federation of Ceylon, Labour Department inquiries before the Labour Tribunals, Arbitrators or Industrial Courts and for discussions with the Management with regard to a dispute between the Union and/ or its members and the Bank.
- (b) It is agreed that Central Committee Members of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation Central Committee Meetings, they would be permitted leave for the whole day for 12 Central Committee Meetings in a year.
- (c) The Bank shall permit branch union office bearers or the Central committee members of the branch union employed by the bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e., if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo. The release of Central committee members or branch union office bearers shall not exceed six employees at any given time in terms hereof and/ or under any other Agreement between parties.
- (d) The Bank agrees to release once every 02 years for the Delegates Conference of the Union all such delegates in the employment of the Bank up to a maximum of 01 day provided however, that the number to be released shall be discussed and agreed between the branch union and the management and such release will not result in a disruption to the operations of the Bank.
- (e) Office bearers of the Parent Union or the Branch Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis.
 - (a) The total number of Office Bearers so released in terms of this Agreement or any other Agreement shall not exceed one.
 - (b) No employee shall be released for more than two years on a single occasion during a period of six years.
 - (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights relating to terminal benefits.
- (f) It is agreed that a day's paid leave shall be granted on two occasions per year to central committee members to attend Parent Union General Council meetings.
- (g) It is agreed that Central Committee members will be released as appropriate for meetings of the Central Committee of the Union. These meetings will not usually be more than on a monthly basis.

24. **Implementation and Interpretation of this Agreement. -**

- (a) 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.

(b) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

25. **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*.

26. **Definitions.** - In this Agreement unless the context otherwise requires, the following words and phrases shall have the following meanings.

| | |
|--------------|--|
| Bank | Hatton National Bank Plc. |
| Employee | an employee covered and bound by this Agreement |
| Employer | Hatton National Bank PLC. |
| Parent Union | The Ceylon Bank Employees' Union |
| Branch Union | The Branch Union of the Ceylon Bank Employees' Union at Hatton National Bank PLC. |
| Dispute | A dispute shall have the same meaning as an Industrial Dispute in the Industrial Disputes Act and shall include any dispute arising between any of the Banks who are parties to this Agreement and the Branch Union of the Ceylon Bank Employees' Union at such respective Bank. |

Words importing the masculine gender shall include the feminine.

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

The First Schedule

- 1) a) The benefits of the scheme will accrue to the employee but will cover those persons specified in Clause 20 (iv) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this Scheme.

No reimbursements will be made in respect of members of the family who have not been enrolled.

- 2) Reimbursements will only be effected on hospitalization involving at least one night's stay in a hospital.
- 3) The Bank must be notified promptly, and in any event not later than on the first business day following admission to hospital.
- 4) The Bank will be entitled to take out Insurance Policies covering reimbursements under this Scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
- 5) Employees shall uphold the principle of *uberrima fide* when making declarations and submitting claims under this Scheme and any deviation would disqualify the employee from receiving any benefit under this Scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set-out in this Agreement.

- 6)
 - a) The Bank will circulate by internal circular published from time to time a list of Hospitals/ nursing homes, expenses incurred at which, will be eligible for reimbursement under the Scheme. Additions and/ or deletions to this list will also be made by internal circular.
 - b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.

7) Exclusions

The Scheme shall not cover benefits/ expenses :

- a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.
 - b) Occasioned by or happening through
 - i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (where war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence, Police, Security Force, Home Guard etc.
 - ii) Attempted suicide, Alcoholism, Venereal Diseases, Insanity and illnesses resulting from Acquired Immune Deficiency Syndrome.
 - iii) Normal child birth or pregnancy subject to clause 20(iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/ Hospital, will be on the employee who makes the claim.
 - iv) Earthquake, Volcanic Eruption or Tidal Wave.
 - c. Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized Airlines on a regular route or in a fully 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.
 - d. In respect of Eye Tests or Dental Treatment.
 - e. Arising from any physical defect or infirmity which existed prior to confirmation in the Banks Service.
- 8) The benefits under this Scheme shall not be cumulative and the words "any one Year" in Clause 20 (iv) of the Agreement shall be deemed to be the period 1st 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.
 - 9) In respect of claims for hospitalization which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in Clause 20 (iv) of the Agreement.
 - 10) Bank shall review the permission of Hospitalization charges on Normal Delivery and relaxation of children age limit to 21 years and recurrent illness clauses prevailed in 2012 collective Agreement, in the event scheme is undertaken by the insurance Provider.

The Second 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 endeavour 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 operation.
3. The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.
4. (a) In selecting VDUs, the Bank will attempt to obtain equipment, which will ensure the following :
 - (i) Screens that give clear stable images.
 - (ii) Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.
 - (iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.
- (b) The Banks will undertake proper servicing and maintenance to ensure optimum functioning of the VDUs.

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

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

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

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

- (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
 - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the scheme, the Bank will bear such additional cost as well.
5. Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
 6. The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.

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



Annexure 1

HEALTH CHECKUP FOR STAFF MEMBERS OVER 35 YEARS

CLAIM FORM FOR BKAS & JNEX STAFF

| | | | | | |
|---------------|--|---|--|----------|--|
| EPF Number | | Branch/Dept. | | Category | |
| Title (Mr/Ms) | | Name with Initials | | Age | |
| Amount (Rs.) | | Please note that at least 20 of the following medical tests and any other tests prescribed by the doctor should be done simultaneously to claim the reimbursement | | | |

(Please mark "X")

| Haemogram | |
|---|----------------------------|
| 1. FBC | |
| 2. Hemoglobin | |
| 3. PCV | |
| 4. RBC | |
| 5. MCHC MCV MCH | |
| 6. Total WBC | |
| 7. ESR | |
| 8. Peripheral Smear | |
| Biochemical Parameters | |
| 9. Fasting & PP Blood Sugar | |
| 10. Creatinine | |
| 11. Uric Acid | |
| 12. Urine Full Report | |
| 13. Stool Full Report | |
| Lipid Profile | |
| 14. Total Cholesterol | |
| 15. HDL Cholesterol | |
| 16. LDL Cholesterol | |
| 17. Triglycerides | |
| 18. Total Cholesterol/HDL Ratio | |
| Liver Profile | |
| 19. Total Protein | |
| 20. Albumin | |
| 21. Globulin | |
| 22. SGPT | |
| 23. Alkaline Phosphatase | |
| 24. GGTP | |
| 25. SGOT | |
| 26. Serum Bilirubin | |
| General Tests | |
| 27. VDRL | 37. Renal Profile |
| 28. Blood Grouping & Rh typing | 38. Lung Function |
| 29. Complete Urine Analysis | 39. CEA |
| 30. Stools Test | 40. CA125 |
| 31. CST or Pap Smear for women/P.S.A. for men | 41. TMT (Treadmill Test) |
| 32. E.C.G. | 42. Checking of Vision |
| 33. Chest X-Ray | 43. TSH |
| 34. Ultra sonogram of the Abdomen | 44. 2D Echo Cardiogram |
| 35. Cardiac Stress Analysis (CSA/TMT) | 45. Mammogram/ Breast Scan |
| 36. Pulmonary Function Test (PFT) | 46. BMI |

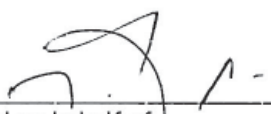
I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me.
 I also declare that I have not made a claim under the Health Checkup for the last 12 months.

Signature:

Date:

21 9

In witness hereof the said parties have set their hands hereunto on this 17th day of December 2021 at Colombo.

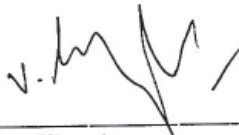

For and on behalf of
Hatton National Bank PLC

Name : D I V Senadhira
Designation : Chief Human Resource Officer/
AGM - HC & BS





For and on behalf of
Ceylon Bank Employees' Union


Name : Channa Dissanayake
Designation : President

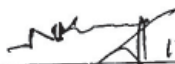

Vajira Ellepola
Deputy Director General
Employers' Federation of Ceylon



Ranjan Senanayake
General Secretary
Ceylon Bank Employees' Union

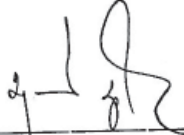
Witness


J A D S Ayoj
Manager - Talent Rewards & Benefits
Hatton National Bank PLC


K A S A Nandula
Vice President
Ceylon Bank Employees' Union


N C K Kuruppu
Manager - Talent Alignment & Compliance
Hatton National Bank PLC


M R F Perera
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch


Prabhath Abeysooriya
Senior Vice President
Ceylon Bank Employees' Union
Hatton National Bank PLC Branch