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**The Gazette of the Democratic Socialist Republic of Sri Lanka**

**EXTRAORDINARY**

අංක 2093/29 – 2018 ඔක්තෝබර් මස 17 වැනි බදාදා – 2018.10.17

No. 2093/29 – WEDNESDAY, OCTOBER 17, 2018

(Published by Authority)

## **PART I : SECTION (I) – GENERAL**

### **Government Notifications**

My No.: CI/05.

#### **THE INDUSTRIAL DISPUTES ACT, CHAPTER 131**

The Collective Agreement entered into between Commercial Bank of Ceylon PLC, No. 21, Sir Razik Fareed Mawatha, Colombo 01 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 16th January, 2018 regarding the Junior Executive Officers is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

A. WIMALAWEERA,  
Commissioner General of Labour.

Department of Labour,  
Labour Secretariat,  
Colombo 05.  
14th September, 2018



## Collective Agreement No. 13 of 2018

**Memorandum of Understanding entered into between the Commercial Bank of Ceylon PLC and the Ceylon Bank Employees' Union on this 16th day of January 2018.**

This Memorandum of Understanding between the Commercial Bank of Ceylon PLC (hereinafter referred as 'the Bank') and the Ceylon Bank Employees' Union (hereinafter referred as 'the Union') entered into on this 16th day of January 2018 states as follows;

1. **Employees covered and bound.** - This Memorandum of Understanding shall cover and bind the Bank, the Union and the Employees in the Grade of Junior Executive Officers in the Bank hereinafter referred to as the 'Employees'.

2. **Date of Operation and Duration.** - The provisions of this Memorandum of Understanding shall operate with effect from 1st January 2018 until such time either party may terminate it by giving three (03) calendar months' written notice to the other or until such time the Bank may decide to upwardly revise the terms and conditions applicable to Employees under this Memorandum of Understanding or where either party opts to review the terms and conditions set out here below.

3. **Consolidated Salary and Conversion to New Salary.** -

- (1) (ii) All Employee covered under this Agreement will be entitled to an increment based on their salary as of 31st December 2017, as detailed below;

Salary range	Increase Amount
Up to Rs. 80,000/-	Rs. 9,000/-
80,001/- and above	Rs. 11,000/-

- (ii) After granting the said increment, as detailed under 3 (1) (i) above, if the salary is below the minimum salary point of Rs. 73,000/-, such Employees would be placed at the said minimum salary of Rs. 73,000/-.
- (iii) Employees covered by this Memorandum of Understanding, shall be within the salary ranges set-out in the Schedule I hereto.

- (2) Thereafter, each Employee will be entitled to an increment at a percentage decided by the Management based on his/her individual performance in the previous year. The base salary for this purpose will be the adjusted salary of the Employee as per clause 3 (1) (ii) above or his /her salary as at 31st December 2017, as applicable.

4. **Annual Increments.** - The annual increments due to an Employee will be determined in terms of the relevant Final Rating in the Annual Performance Appraisal applicable to each Employee, based on the Key Performance Indicators (KPI)/ Objectives agreed upon by such Employee with his/her Reporting Officer at the beginning of the year.

5. **Fixed and Performance Bonus.** -

- (i) In keeping with prevailing practice Employees shall be entitled to a fixed bonus calculated at 10% of their salary per annum. This amount will be paid in two installments representing the 1st and 2nd 6 months' period of a year. Accordingly, the said two payments will be made in January and July each year.

- (ii) The Junior Executive Officer whose name is set out in Schedule II hereto and on whose behalf representation were made by the then Commercial Bank Staff Association and the Union to the effect that their salaries were also adversely affected in the overall context of the alleged salary anomaly as adverted to in the Memorandum of Settelement dated 31st March 2006 will be granted an additional 5% of their annual monthly salaries in computing the fixed two half yearly bonuses payable to the Junior Executive Officer grade in terms of clause 5(i) above. Accordingly, the said Junior Executive Officer will receive his fixed bonus calculated at 15% of his annual salary whereas the others in this category will continue to receive it at the rate of 10% of their monthly salary.

6. **Reimbursement of fuel.**- The Employees covered by this Memorandum of understanding will be entitled of reimbursement of fuel for traveling up to a maximum of 60 liters of petrol per month, calculated on the basis of the market rate prevailing at the given time.

7. **Holiday Incentive.**- Each Employee shall be entitled to receive a Holiday Incentive of Rs. 45,000/- on account of expenses incurred on a holiday during the consecutive 14 calender days of Annual Leave taken in a year.

8. **Special Payments.** -

(i) **Disturbance Payments** -

Employees who will be required to report for official duties will be entitled to claim a disturbance payment as follows ;

Before 4:00 am - Rs. 900/-  
Before 5:00 am - Rs. 800/-  
Before 6:00 am - Rs. 750/-  
Before 7:00 am - Rs. 700/-  
Before 7:30 am - Rs. 525/-

(ii) **Out of Pocket Payment** -

An Employee required to work outside normal working hours on a weekday will be entitled to an Out of Pocket Payment as detailed below for each completed hour subject to a minimum of 2 hours and a maximum of 4 hours;

During the year 2018 - Rs. 460/-  
During the year 2019 - Rs. 490/-  
During the year 2020 - Rs. 520/-

An Employee working on a weekday after 8.30 p.m. shall be entitled to claim Rs. 400/- as Dinner Payment.

(iii) **Work on Holidays**

- (a) An Employee will be entitled to an Out of Pocket Payment per hour as detailed below during work on holidays, provided such Employee has completed a minimum of three (03) hours of work. This entitlement is available up to a maximum of ten (10) hours.

During the year 2018 - Rs. 535/-  
During the year 2019 - Rs. 565/-  
During the year 2020 - Rs. 595/-

This out of Pocket payment will also be applicable to the staff members who are required to make themselves available during weekends to carry out functions relating to Automated Banking Machines provided they complete a minimum of three (03) hours of work on such day.

Provided however, if a staff member required to carry out functions related to Automated Banking Machines during weekdays (after normal working hours)/ weekends completes such task/function within a duration less than three (03) hours, he/she will be entitled to claim Rs. 1,250/- (per visit) on account thereof.

No Employee shall be entitled to a separate Meal/Dinner payment on account of him/her being at work after 8.30 p.m.

**(b) *Payments for Minicoms/Saturday Banking and 365 day Banking***

An Employee will be entitled to an Out of Pocket Payment per hour as detailed below during work on holidays, provided such employee has completed a minimum of 3 hours of work. This entitlement is available up to a maximum of 10 hours;

During the year 2018 - Rs. 560/-

During the year 2019 - Rs. 590/-

During the year 2020 - Rs. 620/-

In the event a Branch not carrying out saturday or 365 day Banking, is directed by the Bank to be opened for business on a holiday, Employees who report at the Branch on account thereof will also be entitled to claim out of Pocket Payment as specified above.

In respect of staff working at Minicoms the maximum number of hours for the purpose of this Payment shall be eleven (11) instead of ten (10) hours as referred above.

No employee will be entitled to a separate Meal/dinner payment for work on weekends/holidays.

***Special Payment -***

- (i) Employees assigned to Supermarket Outlets will be entitled for a special payment of Rs. 6,000/- per month.
- (ii) Employees assigned to Minicom Branches, will be entitled for a special payment of Rs. 2,500/- per month.

The payment mentioned in (ii) above will be applicable to locations;

- Where such branch is open to customers on hours which are different to the normal working hours of the Bank; i. e. from 9 a.m. to 3 p.m. on weekdays
- Where such branch is located in a separate premises other than a supermarket, but is not provided with separate wash rooms/ lunch rooms
- Where such branch is located in a standalone building, and provided with separate wash rooms/lunch rooms.

As at the time of signing of this Collective Agreement, such Minicom Branches are Akurana, Badulla, Beruwala, Bokundara, Gampaha, Hendala, Ja-ela, Katubedda, Katugastota, Katukurunda, Kilinochchi, Kirulapone, Kurunegala, Nawala, Rathnapura.

(c) **Additional Shift Payment - IT Department/Card Centre/Digital Banking Unit/BIA Arrival and Departure**

An Employee having to work additional hours on weekdays will be entitled to a Shift Payment per hour as detailed below;

During the year 2018 - Rs. 480/-  
During the year 2019 - Rs. 510/-  
During the year 2020 - Rs. 540/-

An Employee, working on a weekday after 8.30 p.m. shall be entitled to claim Rs. 400/- as Dinner Payment.

No other Payment will be applicable in addition to the above payment. However, any other allowances/ payments such as the Disturbance Allowance, Dinner Allowance, Travelling Payment, On-Call Allowance and Combined Allowance will be paid to Employees where applicable.

An Employee having to work additional hours on a holiday will be entitled to a Shift Payment per hour as detailed below;

During the year 2018 - Rs. 560/-  
During the year 2019 - Rs. 590/-  
During the year 2020 - Rs. 620/-

An Employee will be entitled to a Shift Payment as detailed below per each completed hour during night work on holidays;

During the year 2018 - Rs. 615/-  
During the year 2019 - Rs. 640/-  
During the year 2020 - Rs. 665/-

**Night Shift Payment (weekdays/weekends)**

Any Employee is required to work during nights, will be entitled to a Night Shift Payment of Rs. 700/- per night in addition to the above.

**9. Medical Scheme. -**

(i) *Reimbursement of Medical Expenses for Non-Hospitalization Expenses*

The Bank will reimburse an Employee up to a maximum of Rs. 40,000/- in respect of medical expenditure incurred by his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 21 in respect of routine non-hospitalization/non-surgical and specialist treatments.

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

(ii) *Special Non-Hospitalization and Non-Surgical Expenditure*

The Bank will reimburse an Employee on a non-cumulative basis a further sum as given below per annum on account of special non-hospitalization and non-surgical expenses covering the following items only incurred on behalf of the Employee and not on behalf of his family members in keeping with existing practice;

- |  |   |              |
|--|---|--------------|
| (a) Spectacles                           | - | Rs. 25,000/- |
| (b) Dentures/Nerve Filling/ Root Filling | - | Rs. 23,000/- |
| (c) Hearing Aids                         | - | Rs. 25,000/- |

Subject to valid documentation as detailed in (iv) hereunder and subject to the provisos that no claim is made in relation to any particular item more than once in three (3) years other than in the case of Employees over the age of 40 years who will be entitled to reimbursement on account of Spectacles once in 2 years. Such claim must be supported by a prescription from a medical eye specialist.

(iii) *Surgical and Hospitalization Expenditure*

Employees will be reimbursed on account of surgical and hospitalization (whether Government or Private) expenses incurred on behalf of the Employee, his spouse and unmarried legitimate under 21 years of age subject to producing the valid documentation covering every claim or expenditure, up to the following limits per annum;

(a) Hospital or Nursing Room charges ;

- |                             |   |              |
|-----------------------------|---|--------------|
| Daily limit                 | - | Rs. 12,000/- |
| Government Hospital Payment | - | Rs. 4,000/-  |

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

(b) Emergency Treatment Travel

- |                                |   |             |
|--------------------------------|---|-------------|
| Expenses (maximum)             | - | Rs. 4,500/- |
| * The rate is Rs. 45/- per km. |   |             |

(c) Overall limit for any one year - Rs. 325,000/-

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

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

(iv) *General*

If both husband and wife are Employees, and the bill exceeds the limit of one Employee, the balance to be paid from of the spouse's entitlement subject to a maximum of 50% of the full entitlement/available limit. Normal child birth will be included for reimbursement under medical expenses subject to the above limits up to two times.

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

10. **Other Matters.** - The parties to this Memorandum of understanding agree that the basis adopted in respect of the following aspects would be covered under the general provisions and/or circulars applicable for the Executive Grades of the Bank.

- (a) Provident Fund
- (b) Pension and commuted pension
- (c) Lump Sum gratuity in lieu of pension and Death Gratuity
- (d) Gratuity on resignation/termination prior to retirement
- (e) Leave
- (f) Retirement
- (g) Release of CBEU office bearers, concession to Branch Union Office Bearers and General Councilors.
- (h) Leave to visit outstation branches by the Union
- (i) Suspensions
- (j) Disciplinary procedure (as set out in the Collective Agreements signed covering the non Executive Grades/ Junior Executive Assistants and Allied Grades)
- (k) Check off facility

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

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

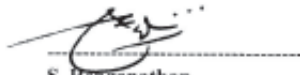


J. Durairatnam  
Managing Director

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



T.G.W. Gunawardena  
President



S. Renganathan  
Chief Operating Officer



S.M.A.R. Senanayake  
General Secretary

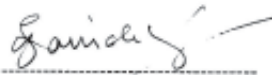
Witnesses



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



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



Kanishka Weerasinghe  
Director General  
Employers' Federation of Ceylon



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

Commercial Bank of Ceylon PLC  
PQ 118



Director



Director

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 17.10.2018

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**Schedule I**

**Junior Executive Officers**

**Salary Range**

Rs. 73,000/- per mensem

Rs. 200,000/- per mensem

**Schedule II**

**Junior Executive Officers promoted from the Staff Officer Grade**

<i>Name</i>	<i>Emp. No.</i>
1. Mr. S. D. K. Gunawardane	1031

10-82