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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2093/31 - 2018 ඔක්තෝබර් මස 17 වැනි බදාදා - 2018.10.17
No. 2093/31 - WEDNESDAY, OCTOBER 17, 2018

(Published by Authority)

PART I : SECTION (I) — GENERAL

Government Notifications

My No: CI/1861

THE INDUSTRIAL DISPUTES ACT. CHAPTER 131

The collective Agreement entered into between Seylan Bank PLC, No. 90, Seylan Towers, Galle Road, Colombo 03 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 18th July 2018 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,
Colombo 05, Labour Secretariat,
03rd October, 2018.

Collective Agreement No. 28 of 2018

COLLECTIVE AGREEMENT

between

SEYLAN BANK PLC

and

THE CEYLON BANK EMPLOYEES' UNION

2018 - 2020



THIS Collective Agreement made on this 18th July 2018 between Seylan Bank PLC having its office at No. 90, Seylan Towers, Galle Road, Colombo 03 (hereinafter referred to as "the Bank" or "the employer" as relevant)

Of the One Part

and

The Ceylon Bank Employee's Union, a Trade Union duly registered in Sri Lanka and having its registered office at No. 20, Temple Road, Colombo 10 (hereinafter referred to as "the Union")

Of the Other Part

WHEREAS the Union made requests for salary and benefits increase in respect of the employees covered and bound and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. Parties to be Covered and Bound

This Agreement shall cover and bind the Seylan Bank, Ceylon Bank Employees' Union and members of the Union employed on a permanent contract of employment by the Bank and who are employed in the categories as set out in Schedule I or in allied grades as at the date of this Agreement.

2. Date of Operation and Duration

Unless otherwise stated elsewhere, this Agreement shall come into force with effect from the 1st day of January 2018 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 day of December 2020. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st September 2020.

3. Matters Covered and Bound

- (a) This agreement shall be in full and final settlement of all matters covered herein 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) Employer and the Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits, presently applicable or enjoyed as provided for in this Agreement, other than by mutual agreement of the parties.

4. Implementation of Employees Benefits

All employee benefits stipulated herein, other than items, 10.2, 13, 14.1, 15, 21, 24.3 and 25 which will operate with effect from 1st July 2018, shall come into effect from 1st January 2018 for all eligible employees in active service at the time of executing the agreement.

5. Revision of Salaries

Bank will revise the basic salaries of employees covered and bound by this agreement, by the percentages indicated below. The revision will be applied to the basic salary payable to the permanent confirmed employees as at 31st December of the previous year.

	2018	2019	2020	Total
Grades up to AMG excluding SOF	10%	9%	8.5%	27.5%
SOF	10.5% (minimum LKR 7,500/- for more than 6 years of service in the grade as at 31.12.2017)	9%	8.5%	28.0%
MGR & SMG (Performance based revision with Following effective rates*)	10%	8.75%	8.75%	27.5%

Salary revisions of MGR and SMG grades for 2019 and 2020 will be based on their individual performance evaluation ratings of 2018 and 2019. The rating allocation and the mechanism will be announced to the relevant staff upon signing the agreement.

Increment of LKR 2,300/- currently paid to GOAs on completion of 15 years service will remain unchanged.

6. Annual Increments

The Bank shall continue to make performance based annual increments to employees covered and bound up to the grade of Assistant Manager, based on the revised scheme with effect from 2019 as follows.

	No of increment units as per existing scheme (for 2018)	No of increment unit as per revised scheme (for 2019 and 2020)
A	3	6
B	2	4
C	1	1.5
D	0.5	0.5

7. Annual Bonus

It is agreed that the bank may pay bonus equivalent to two (2) months basic salary as determined by the bank each year, based on profits made during the year.

Without prejudice to the above, bank may decide and implement any other formula for a bonus scheme for employees.

An additional bonus equivalent to two (2) months basic salary to be paid on achievement of bank's 2020 budget as per the strategic plan.

8. Holiday Incentive

It is agreed that the bank shall continue to pay half a month basic salary per year, as Holiday Incentive for all confirmed employees who utilize Annual Leave continuously for 7 working days in one installment.

9. Travel Incentive (Formerly known as Fuel reimbursement)

It is agreed that the bank shall continue to pay Travel incentive on a monthly basis, to its employees as follows.

Grade	SOF	EXO I	EXO II	AMG	MGR	SMG
Amount (LKR)	4,575/-	11,900/-	13,050/-	15,650/-	18,250/-	21,500/-

10. Private Telephone Rental and Call Charges

It is agreed that the bank shall continue to reimburse on a monthly basis, telephone bills (including rental, call charges, taxes and other charges etc.) of fixed line and mobile telephones rented from any telecommunication company, to employees of the following grades, on submission of bills, subject to the maximum limits stipulated below.

10.1) Private Telephone Rental and Call charges - Applicable grades

Grade	SOF	EXO I	EXO II	AMG	MGR	SMG
Amount (LKR)	Nil	Nil	Nil	1,500/-	1,700/-	1,800/-

10.2) Staff in the grades of EXO I and EXO II who are functioning as Assistant Branch Managers : LKR 1,300/-

11. Annual Health Incentive, Spectacles and Dentures Expenditure

11.1 Health Incentive

It is agreed that the bank shall continue to pay Health Incentive for employees as follows

Grade	2018 - 2020 (LKR)
GOA I & GOA II	27,000/-
BKA I/ BKA II/ SOF/ SSC/ SEC	29,000/-
EXO - I/ EXO - II & ESC	30,000/-
AMG/MGR/SMG	33,000/-

11.2 Spectacles or Dentures - Supported by bills

Grade	Entitlement (LKR) 2018 - 2020
All Grades (Permanent staff)	20,000/- for three years.

12. Teller Incentive

Bank will continue to pay teller incentives to employees who perform teller functions as follows

Position	Entitlement per event (LKR)
Teller	Rs. 90/- Per day (Maximum LKR 1,800/- per month)
Chief Teller	Rs. 125/- Per day (Maximum LKR 2,500/- per month)

13. Difficult Station Incentive

It is agreed that the bank shall continue to pay difficult station incentive (which is subject to review) for the employees who serve in the following Branches/Area offices, provided the home station of such employees are more than 35 km away from the Branches/Area offices.

Branch / Area office	Amount per month (LKR)		
	BMG	ABM	Other Staff
CAT - I Ampara, Aralaganwila, Batticaloa, Chankalady, Chankannai, Chavakachcheri, Chunnakam Dehiattakandiya, Hasalaka, Kalmunei, Kalawanchikudy, Kalpitiya, Kanthale, Kaththankudy, Kilinochchi, Jaffna, Mahiyanganaya, Manipay, Mannar, Manampitiya, Monaragala, Mulathivu, Nellyady, Padaviya, Pothuvil, Samanthurei, Siyabalanduwa, Trincomalee, Udappuwa, Vauniya, Bogawanthalawa, Galenbindunawewa, Katharagama	12,500/-	10,000/-	7,500/-
CAT - II Ambalanthota, Eppawala, Madawachchiya, Nochchiyagama, Tissamaharama, Hambanthota, Dummalasuriya, Puttalam	10,000/-	7,500/-	6,000/-
CAT - III Baduraliya, Beliatta, Bowatte, Embilipitiya, Hatton, Hingurakgoda, Kaduruwela, Kotagala, Nuwara Eliya, Polonnaruwa, Thalawakele, Welimada.	7,500/-	6,000/-	5,000/-

14. Reimbursement of Official Travelling Expenses

Bank shall continue to reimburse Official travelling expenses as follows :

14.1 Using own vehicle for official travel.

Grade	Entitlement (LKR)
AMG to SMG EXO - II (As Branch Managers) LEOS	Less than 100 km @ LKR 37/- per km More than 100 km @ LKR 40/- per km

*No special rates will be applicable based on the function of the staff member/or the grade.

14.2 Using company maintained/facilitated vehicles for official travel.

Grade	Entitlement (LKR)
All Grades	LKR 25/- per km

14.3 Travelling expenses for attending training programmes and seminars.

Grade	Entitlement (LKR)
EXO-II/EXO-I/LEO-II/SOF and below	Actual train fare/ bus fare (including intercity)
AMG/LEO-III and above	For distance between 25-50 km LKR 750/- Thereafter LKR 20/- per km

15. Reimbursement of Subsistence and Lodging Expenses

Bank shall reimburse subsistence and lodging expenses to employees as follows :

15.1 Subsistence

Subsistence expenses will be reimbursed, when performing official duties outside employee's permanent work station in the following manner :

Subsistence & Lodging	2018	2019	2020
GOA1 & GOA 11			
3-8 Hrs	350	350	400
8-12 Hrs	600	600	600
12-24 Hrs	900	900	900
BKA, SOF/SEC			
3-8 Hrs	500	500	550
8-12 Hrs	700	700	700
12-24 Hrs	1,000	1,000	1,000
EXO 1, EXO 11			
3-8 Hrs	550	550	600
8-12 Hrs	800	800	800
12-24 Hrs	1,100	1,100	1,100
AMG/MGR			
3-8 Hrs	600	600	650
8-12 Hrs	900	900	900
12-24 Hrs	1,200	1,200	1,200
SMG			
3-8 Hrs	700	700	700
8-12 Hrs	1,000	1,000	1,000
12-24 Hrs	1,400	1,400	1,400

15.2 Subsistence and lodging (Combined)

Subsistence and lodging expenses will be reimbursed, when performing official duties (including participation of training programmes exceeding one day) beyond 40 km from the place of work or residence, whichever is closer, with an overnight stay, away from the permanent station.

Grade	Entitlement per event (LKR)
GOAI & GOA II	3,000/-
BKAI, BKA II, SOF, SEC	3,500/-
EXO I, EXO II & ESC	4,000/-
AMG/MGR	4,500/-
SMG	6,000/-

16. Disturbance Incentive

Bank shall pay Disturbance Incentive to the employees, who are attending to special call of duty such as ATM breakdown, after 7.00 p.m. and before 7.00 a.m. on weekdays and on holidays, irrespective of set time limits. However, when attending to this special duty Overtime (OT) and Out of Pocket of Expenses (OPE) payment will not be applicable.

Grade	Entitlement per event (LKR)
Below BKA	350/-
BKA up to EXO - II	450/-
AMG and above	550/-

17. Reimbursement of Rent Expenses

Bank shall reimburse rent expenses to female employees, who work in branches beyond 35 km from their permanent residence, where quarters have been provided for male employees. The male employees who are entitled for quarters, but not provided with such facilities will also be entitled for this reimbursement.

In the event of a staff member who is residing in outstation is transferred to Colombo strictly on bank's business requirements, he/she is also entitled for this reimbursement with effect from date of this agreement. Staff members who are already in this category and staff members who are newly recruited and appointed to Colombo locations are not entitled for this reimbursement.

A duly completed Rent Incentive Form (RIF) signed by the staff member and the Branch Manager/Head of the Department should be filed in the branch for audit purposes.

Grade	Entitlement per month (LKR)
All grades (applicable)	7,500/-

18. In Charge Incentive

Bank shall pay in-charge incentives on monthly basis for ARM's, Deputy ARM's, Branch Managers as follows.

Grading of Branch & Employee category	Entitlement per month (LKR)
BMG- Grade IV & V	8,000/-
BMG- Grade III	9,000/-
BMG- Grade II	10,000/-
BMG- Super & Grade I	12,500/-
Deputy ARM's	12,500/-
ARM's	17,500/-

ABMs in the Grade of AMG and above will be paid an incentive of LKR 2,500/- per month.

19. Reimbursement of Meal Expenses

Bank shall reimburse meal expenses of employees in the grades of Sub officers and below, attending to urgent work necessitating late hours after 9.00 pm on working days. Employees who work on flexible work arrangements will have to complete 13 hours of Continuous work to be entitled for this reimbursement.

Grade	Entitlement per event (LKR)
SOF and below	400/-

20. Reimbursement of Tea Expenses

Bank shall reimburse tea expenses for employees in the Grades of EXO-I and above attending to specially assigned work before 7.30 am.

Grade	Amount (LKR)
EXO-I and above / ESC	300/-

21. Out of Pocket Expenses

Bank shall reimburse Out of Pocket Expenses incurred by employees in the grade of EXO- I and above, attending to urgent work necessitating late hours of work on weekdays/ Holidays, Weekend banking and 365 days banking as follows :

21.1 Weekdays

Grade	Time/ Hours	Entitlement (LKR) 2018	Entitlement (LKR) 2019	Entitlement (LKR) 2020
EXO-I & II/ ESC	7.00 pm. to 9.00 pm.	750/-	750/-	800/-
	9.00 pm. onwards	800/-	850/-	850/-
AMG & Above	7.00 pm. to 9.00 pm.	800/-	850/-	850/-
	9.00 pm. onwards	900/-	950/-	950/-

21.2 Holidays

Grade	Time/ Hours	Entitlement (LKR) 2018	Entitlement (LKR) 2019	Entitlement (LKR) 2020
EXO-I & II/ ESC	4 Hrs	1,450/-	1,450/-	1,450/-
	6 Hrs	1,750/-	1,750/-	1,750/-
AMG & Above	4 Hrs	2,000/-	2,000/-	2,000/-
	6 Hrs	2,300/-	2,300/-	2,300/-

21.3 Special incentive for weekend Banking

Employees in the Grade of EXO- I and above assigned by the Branch Manager on rotational basis to attend to weekend Banking are entitled for this incentive.

Grade	Entitlement per event (LKR)		
	2018	2019	2020
EXO-I and above (4 Hrs per Day)	2,600/-	2,600/-	2,700/-

21.4 365 days banking

Grade	Entitlement per event (LKR)		
	2018	2019	2020
EXO-I and above (4 Hrs shift)	3,000/-	3,000/-	3,000/-

21.5 Special Campaign/ Promotions on Holidays

OPE rates will be applicable for employees in the Grade of EXO - I and above, who are engaged in campaigns organized by Branch/ regional level. Employees up to the Grade of Sub Officer will be entitled for overtime for such campaigns.

However this does not apply for larger Campaigns/ Promotions when the entire Bank staff is expected to participate and contribute. (Door to door campaigns etc.)

22. Surgical and Hospitalization Cover

Bank shall provide a Surgical and Hospitalization insurance cover to all permanent employees of the Bank and their dependents as follows :

Grade	Entitlement per annum (LKR)
All permanent employees, their spouses and children under 21 years of age who are not employed	80,000/-

Unmarried permanent employees who are above 40 years will be entitled to a limit of LKR 100,000/- per annum.

It is agreed to consider reviewing the surgical & Hospitalization limits once in every two years looking at possibilities of increasing the limits by 5%

23. Life Insurance Cover

Bank shall provide insurance cover on life, accident and critical illness to all permanent employees as follows:

Grade	Insurance Cover (LKR)		
	Life	Accidental death	Critical illness
Up to SOF	1,000,000/-	2,000,000/-	1,000,000/-
EXO-I/ EXO-II/ ESC	1,250,000/-	2,500,000/-	1,250,000/-
MGR/ AMG	1,500,000/-	3,000,000/-	1,500,000/-
SMG	1,750,000/-	3,500,000/-	1,750,000/-

24. Incentive for Temporary Signing Authority, Pawning and Multiple Service Counter

Bank shall pay special incentives for employees who exercise temporary signing authority as follows:

24.1 Temporary Signing Authority incentive.

Temporary Signing Authority	Entitlement per month (LKR)
"A" Grade	6,000/-
"B" Grade	4,000/-

The above incentive will be applicable only to the employees who exercise temporary signing authority. Those who exercise temporary signing authority for a period less than one month will be paid on pro rata basis.

24.2 Pawning incentive.

Grade	Entitlement per month (LKR)
SOF's function as pawning officers	150/- per day (Maximum 3,000/- per month)

24.3 Multiple service counter incentive.

Grade	Entitlement per month (LKR)
Below SOF	125/- per day (Maximum 2,500/- per month)
SOF	175/- per day (Maximum 3,500/- per month)

Multiple Service counter Incentive and Teller Incentive could not be claimed simultaneously.

25. Honorarium Payments

Bank shall pay Honorarium subject to the stipulated guidelines as follows

Intermediate Applied Banking & Finance	- LKR 20,000/-
Diploma in Applied Banking & Finance	- LKR 25,000/-
Post Graduate Executive Diploma in Bank Management	- LKR 35,000/-
Recognized degree / MBA	- LKR 30,000/-
Annual Membership subscription reimbursement of one selected professional qualification	

26. Leave entitlements (per annum)

Leave type	Entitlement per annum (number of working days)
Annual leave	21
Casual leave	7
Sick Leave	21

27. Trade Union Action**(a) Matters Related and Covered in the Agreement**

- (i) The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement. However, a dispute arising out of a failed negotiation for a fresh Collective Agreement after 31st day of December 2020, cannot be construed interpreted and/or implied by the Employer as a dispute related to this Agreement.
- (ii) In the event there been no satisfactory settlement of the dispute arising out of a failed negotiation for a fresh Collective Agreement aforesaid, and if the parent union decides to resort to any form of trade union

action, the parent union shall give at least fourteen (14) days' notice in writing to the Bank, the Employers' Federation of Ceylon and the Commissioner General of Labour before the date of such trade union action. However such notice shall not be given prior to 31st March 2021.

(b) Matters Not Related and Not Covered in this Agreement

The Union and its members covered and bound by this Agreement, jointly and severally agree with the Bank that during the continuance in force of this Agreement, they shall not engage in any strike or other form of Trade Union action including 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 it's intentions to refer such matters to the parent Union (the Ceylon Bank Employees Union)
- (ii) The parent union (the Ceylon Bank Employees Union) has intervened in the matter and 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 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 of Labour.

28. Union Check-off Facilities

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

29. Implementation and Interpretation of this Agreement

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented, such matter shall be dealt with by a Monitoring Committee set up by the Bank, consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon, setting out the cause of complaint.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

30. 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.

31. Definitions

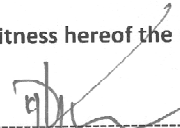
In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Banks/Bank/Employer	Seylan Bank PLC
Employee	An employee covered and bound by this Agreement as set out in Schedule I or in allied grades.
Union	Ceylon Bank Employee's Union
Dispute	A dispute shall have the same meaning as described in Industrial dispute Act No. 43 of 1950.
Salary	Shall mean the Basic Salary


Words importing the masculine gender shall include the feminine

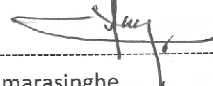
Words importing the singular number shall include the plural and *vice versa*.

In witness hereof the parties have set their hands hereunto on this 18th day of July 2018.

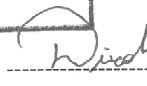

 Kapila Ariyaratne
 Director/Chief Executive
 Seylan Bank PLC

Kapila Ariyaratne
 Director/Chief Executive
 Seylan Bank PLC
 90, Galle Road,
 Colombo 03.

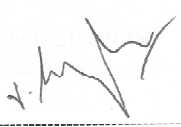

 T G W Gunawardana
 President
 Ceylon Bank Employees' Union

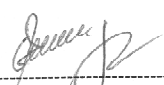

 J Amarasinghe
 Deputy General Manager (HR)
 Seylan Bank PLC

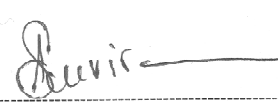
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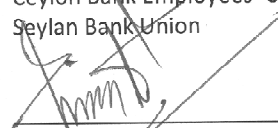

 Sampath Peiris
 Assistant Secretary - II
 Ceylon Bank Employees' Union

Witnesses:


 Vajira Ellepola
 Deputy Director General
 The Employer's Federation of Ceylon


 Ashirwada Perera
 President
 Ceylon Bank Employees' Union
 Seylan Bank Union


 Amanthi Motha
 Chief Manager (HR)
 Seylan Bank PLC


 Dhanushka Bandare Wijayaratne
 Secretary
 Ceylon Bank Employees' Union
 Seylan Bank Union

Schedule I

Categories of Employees Covered and Bound :

A. Executives

1. Senior Manager (SMG)
2. Manager (MGR)
3. Assistant Manager (AMG)
4. Executive II (EXO 2)
5. Executive I (EXO 1)
6. And, employees in grades allied to those stipulated in 1-5 above

B. Non - Executives

1. Sub Officer (SOF)
2. Banking Assitants - 2 (BKA 2)
3. Banking Assitants - 1 (BKA 1)
4. General Office Assistants - 2 (GOA 2)
5. General Office Assistants - 1 (GOA 1)
6. And, employees in grades allied to those stipulated in 1-5 above