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The Gazette of the Democratic Socialist Republic of Sri Lanka

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PART I : SECTION (I) – GENERAL

Government Notifications

My No.: CI/1818.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between State Mortgage & Investment Bank, No. 269, Galle Road, Colombo 03 of the one part and Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 03rd July, 2015 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.
26th October, 2018.

Collective Agreement No. 30 of 2016

Collective Agreement

BETWEEN

STATE MORTGAGE AND INVESTMENT BANK No. 269, GALLE ROAD, COLOMBO 03.

of the one part

and

CEYLON BANK EMPLOYEES' UNION, No. 20, TEMPLE ROAD, COLOMBO 10.

of the other part



Collective Agreement

Between

State Mortgage & Investment Bank No. 269, Galle Road, Colombo 03.

of the one part
and

Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10.

of the other part

This Collective Agreement is made and entered into on this 03rd day of July, Two Thousand and Fifteen (2015) by and between the State Mortgage & Investment Bank having its head office at 269, Galle Road, Colombo 03 in the Republic of Sri Lanka and duly incorporated by the State Mortgage and Investment Bank law No. 13 of 1975 of the one part (herein after referred to as ‘the Bank’) and the Ceylon Bank Employees' Union its head office No 20, Temple Road, Colombo 10 of the other part (hereinafter referred to as ‘the Union’).

TITLE: This Agreement will be known and referred to as STATE MORTGAGE & INVESTMENT BANK COLLECTIVE AGREEMENT WITH THE CEYLON BANK EMPLOYEES' UNION FOR THE PERIOD OF FIRST JANUARY TWO THOUSAND AND FIFTEEN TO THIRTY FIRST DECEMBER TWO THOUSAND AND SEVENTEEN (01.01.2015 TO 31.12.2017.)

1. **Employers to be Covered and Bound.** – This Agreement shall cover and bind the State Mortgage & Investment Bank which is a party to this Agreement.

2. **Employees to be Covered and Bound.** – This Agreement shall cover and bind members of the Ceylon Bank Employees' Union in employment with the Bank who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annex I hereto.

3. **Date of Operation and Duration.**– This Agreement shall come into force on First day of January, Two Thousand and Fifteen (01.01.2015) and thereafter continue to be enforced, unless it is determined by either party giving six months notice in writing to the other provided, however that no party shall give such notice to the other party after First day of July Two Thousand and Seventeen (01.07.2017).

4. **Matters Covered and Variation of Terms and Conditions of Employment and Benefits.**–

(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 in relation to the period 2015-2017 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 other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Union and reach finality on or before 31st December 2015. After an agreement has been arrived at as regard non-salary benefits the terms and conditions of same shall be annexed to this agreement, which shall form an integral part thereof.

(b) 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 applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

5. **Salary Components.**– As from 01.01.2015 each employee covered and bound by this Agreement shall be paid upon and subject to the other terms and conditions herein contained a monthly salary which comprises of the following components:

- (i) Fixed Component linked to “Basic Salary” and related Allowances.
- (ii) Variable Component linked to performance. (Please refer selection 5.2)

Fixed Component.- The Fixed Component comprises the following items:-

- (i) Revised Basic salary as set out in the Annex 1 hereto. (Increments will be granted continuously notwithstanding the maximum point given in the salary scales).
- (ii) Allowances.-
 - (a) In addition to the basic salary, the following allowances will be paid, effective from First day of January Two Thousand and Fifteen. (01.01.2015).
 - (i) Cost of Living Allowance as per item (b) below
 - (ii) Rent Allowance as per item (c) below
 - (iii) 10% of Basic salary, Rent Allowance and Cost of Living Allowance.
 - (b) The Cost of Living Allowance at the rate of Rs. 2.75 frozen as at December, 1999 at the index point of 2404.9 commencing from January, 2000 every one (01) point change over and above the Colombo Consumer Price Index (CCPI) of December 1999 only will be computed at Rs. 3/-. If the index point drops below the December level, i.e., 2404.9 the computation should be at the rate of Rs. 2.75 per point.
 - (c) The Rent Allowance, which will be 20% of the Basic Salary.

5.2 **Variable Component.**- Basis of determination of Variable component shall be decided in the course of time.

6. **Tax on Emoluments.**- PAYE tax on emoluments of staff shall be borne by the Bank.

7. **Conversion of the Basic Salary.**-

- (a) The Basic Salaries of all employees will be converted to the revised scale by applying the step for step (point by point) method of conversion.

Eg. An employee who had been on the 5th step of the scale as at 31.12.2014 will be placed on 05th step of the relevant revised scale with effect from 01.01.2015.

- (b) Non-Banking Stream personal shall also be placed at the appropriate revised salary scale, on the same basis.

8. **Conversion Anomalies.**-

The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the years 2015 - 2017 subject to referring to a Salary and Cadre Committee to examine the possible anomalies associated with calculation of increments in the salary scales.

The Committee will be given a period of three months from the date of appointment to study and report the methods and the implementation. The Committee will be within two month from the date of execution of this agreement.

9. **Review of the Salary Structure.**-

The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union jointly agree to review the existing salary structure of the employees referred in clause No. 05 of this agreement.

10. *Salary Scale for Future Recruitments.-*

The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union agree to introduce new salary scales for the employees recruited on or after the date of execution of this agreement.

11. *Other Commitments.-*

The Union further agrees to assist, cooperate and support the Management of the Bank in every manner to obtain the maximum contribution of its members to achieve the targets set out in the Business Plan of the Bank.

12. Where the existing terms and conditions of employment of an employee covered and bound by this agreement and any existing concessions extended to the members of the Union are more favourable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment of such concessions shall continue to exist, notwithstanding anything to the contrary contained herein.

13. Where an employee was immediately prior to the date hereof entitled to become entitled on or after that date under or by virtue of any law, contract, agreement, award or custom to any rights or privileges more favourable than those to which he / she would be entitled under this agreement, nothing in this agreement shall be deemed or construed to authorize or permit the Bank to withhold, restrict or terminate such right or privilege.

For and on behalf of the

STATE MORTGAGE & INVESTMENT BANK

Thissa Jinadasa
Chairman

W.M. Dayasinghe
General Manager/CEO

CEYLON BANK EMPLOYEE'S UNION

S.P. Jayarathna
President

A.K. Bandara
General Secretary

Witness to the above Signatories

S. S. Wijedoru
Acting Assistant General Manager
(Human Resources & Logistic)

R.M. Abeyratne
President -
CBEU- SMIB Branch

Annex I

STATE MORTGAGE & INVESTMENT BANK - SMIB

(Salary Grades & Scales are applicable with effect from 1st January, 2015)

Salary Grade	Position	Present Salary Scale - Monthly Rs.	New Salary Scale - Monthly Rs.
01	Chief Manager	55,190-1,900x12-77,990	83,025-2,600*12-114,225
	Senior Accountant		
	Internal Auditor		
02	Manager	43,665-1,225x20-68,165	64,730-1620*20-97,130
	Accountant Gr. I		
	Branch Manager		
	Marketing Manager		
03.	Deputy Manager	35,800-1,045x20-56,700	52,900-1355*20-80,000
	Accountant Gr. II		
	Administrative Officer Gr. II		
04 **	Assistant Accountant	29,760-775x20-45,260	43,500-985*20-63,200
	Assistant Internal Auditor		
	Assistant Manager		
	Marketing & Publicity Officer		
05 (a) **	Confidential Secretary(Pr Gr)	25,515-580*20-37,115	36,730-720*20-51,130
05 (b) **	Analyst /Programmer	23,510-540x20-34,310	34,250-670*20-47,650
	Staff Officer Gr. V		
05 (c) **	Confidential Secretary Gr. II	22,225-460*20-31,425	32,435-570*20-43,835
	Data Control Assistant		
06 **	Junior Executive Officer	21,235-435x20-29,935	31,000-535*20-41,700
	Book Keeper Gr.1		
	Systems Operator		
	Steno Typist Gr1		
	Data ProceSSION Clerk Gr1		
07 **	Banking Assistant Gr. I	19,210-300x20-25,210	28,300-365*20-35600
	Computer Operator Gr. 1		
	Record Keeper		
	Court Clerk Gr. I		

Salary Grade	Position	Present Salary Scale Monthly Rs.	New Salary Scale - Monthly Rs.
08 (a) **	Steno Typist Gr. II	18,390-270x20-23,790	26,500-330*20-33,100
	Computer Operator Gr. II		
	Data Processing Clerk Gr. II		
	Receptionist (Pro Gr.)		
08 (b)	Banking Assistant Gr. II	17,830-270x20-23,230	25,825-325*20-32,325
	Court Clerk Gr. II		
08 (c) **	Receptionist Gr. I	17,465-200x20-21,465	24,990-250*20-29,990
	Steno Typist Gr. III		
	Data Processing Clerk Gr. III		
09 (a)	Banking Assistant Gr. III	16,995-200x20-20,995	24,050-240*20-28,850
09 (b)	Receptionist Gr. II	16,590-150x20-19,590	23,175-180*20-26,775
	Typist Clerk		
10 (a) **	Driver (Pro Gr.)	16,755-240x20-21,555	23,370-280*20-28,970
10 (b)	Driver Gr. I	16,125-200x20-20,125	22,630-240*20-27,430
10 (c) **	Machine Operator	16,125-200x20-20,125	22,630-240*20-27,430
	Office Assistant Gr. I		
	Motor Cycle Orderly		
11	Driver Gr. II	15,505-175x20-19,005	21,910-225*20-26,410
	Lift Operator Gr. I		
	Office Assistant Gr. II		
12	Office Assistant Gr. III	14,825-130x20-17,425	21,110-155*20-24,210
	Lift Operator Gr. II		
	Multi Duty Assistant Gr. I		
13	Multi Duty Assistant Gr. II	14,310-120x20-16,710	20,510-140*20-23,310

Note

** Those reaching the maximum of the salary scales of the highest grade will be entitled for increments continuously into withstanding the maximum point given in the salary scales.

Addendum to Collective Agreement

Between

State Mortgage & Investment Bank No. 269, Galle Road, Colombo 03

Herein after referred to as ‘‘Bank’’ *on the one part*

And

The Ceylon Bank Employees’ Union, No. 10, Temple Road, Colombo 10

Herein after referred to as the ‘‘Union’’ *on the other part*

This Agreement is made and entered into at Colombo on this 20th day of May, 2016 by and between the State Mortgage & Investment Bank and the Ceylon Bank Employees’ Union.

WHEREAS the bank and the Union has entered into a Collective Agreement dated for the period of 01.01.2015 to 31.12.2017 (herein after referred to as the Collective Agreement)

AND WHEREAS by said Collective Agreement, the parties thereto agreed to finalize the terms and conditions regarding non-salary benefits, other allowances and medical assistance of the employees of the bank covered by the said Collective Agreement.

AND WHEREAS the parties hereto agree to the non-salary benefits, the other allowances and medical assistance which are included in this addendum, which form an integral part of the said Collective Agreement.

1. **Non Salary Benefits.** – The allowances under 1.1, 1.2.1 and 2 will come into effect from 01.01.2015 while others will be effective from 01.01.2016 in the case of categories of employees specified under each of the following sub categories.

1.0 Allowances

The following Allowances will come into effect from 01st January 2015 in the case of categories of employees specified under each of the following sub categories.

1.1 Cashier’s and Cashier cum Banking Assistance’s Risk Allowance

Cashier and cashier cum Banking Assistant who are called upon to hear the cash risk will be paid an allowance at Rs. 110 per day on which such work is performed.

(Revised rate of Risk Allowances will be paid with effect from 01.01.2015)

2.0 Out of Pocket Allowances

Officers in Salary Grade VI and above who are called upon to work on week days after normal office hours and on weekends and Bank holidays will be paid at following hourly rates subject to a limit of 2 hours on week days. The hourly rate will be paid for working on week-ends and bank holidays up to six hours and when exceeding 06 hours up to a maximum of 08 hours will be paid 1 1/2 (one and a half) of the following rates.

Grade	Amount
Chief Manager	Rs. 600/-
Manager	Rs. 540/-
Deputy Manager	Rs. 500/-
Assistant Manager	Rs. 450/-
Executive Officer	Rs. 390/-
Junior Executive Officer	Rs. 345/-
Management Trainees	Rs. 220/-
Trainee Banking Assistant	Rs. 110/-

(Revised rate of Out of Pocket Allowances will be paid with effect from 01.01.2015)

3.0 Medical Assistance Scheme

3.1 Reimbursement of medical expenses will be made in terms of existing regulations subject to the limits given below

Category	Payable Limits
(A) For Special Treatments	
Once and for all facility of Rs. 825,000/- for special treatment such as surgery in respect of brain, kidney or heart to be done locally and abroad. This facility will be extended to include a member of the family (spouse, dependant and children) so that the total claimed either by the staff member or any other member of the family or both do not exceed Rs. 825,000/- This payment will be subject to the approval of the Board of Directors of the Bank	Rs. 825,000/-
The employee will be entitled for additional Rs. 75,000/- for post medicine surgery	Rs. 75,000/-
(B) Hospitalization/Non Hospitalization	
(i) Hospital/Nursing Home expenses *(including of medicine and injections)	} Rs. 160,000
(ii) Surgical expenses including obstetrician/anaesthetists fee	
(iii) Treatment by specialists (non surgical) injections	
(iv) Treatment by specialists (non surgical) at hospitals/Nursing Homes (Medicines and injections prescribed by Specialists in outdoor treatment are limited to Rs. 49,000/- out of the total sum.	
(C) Other Specialists services (Consultation fee)	
(i) (i) X-ray, Pathological tests and physiotherapy	Rs. 34,500/-
(ii) (ii) Continued medication for Critical illness under special Category (i.e. Heart Surgery, Kidney, Lung Transplant, Brain Surgery or any other major surgery)	Rs. 76,500/-
(D) Special Tests: (CT Scanning, Endoscope and similar investigations)	Rs. 23,800/-
(E) Corrective Treatments and appliances (Dental)	
Spectacles and lenses limited to Rs. 21,500/- (Spectacles can be replaced once in two years)	Rs. 33,400/-

(F) Maternity	
(i) Normal deliver/Forceps	Rs. 32,500/-
(ii) Caesarean	Rs. 54,000/-

(G) Travelling	Rs. 5,750/-
Ambulance, hired vehicle in case of Hospitalization	

3.2 Incentive payment for obtaining treatment from Government Hospitals

(I) (a) Maternity in Government Hospitals	
(i) Normal deliver/Forceps	Rs. 27,500/-
(ii) Caesarean	Rs. 32,000/-
(b) Treatment at Government Hospitals	
(i) General - per day	Rs. 3,500/-
(ii) Surgical - per day (maximum payment limited to Rs. 47,000/-)	Rs. 4,600/-

3.3 Incidental medical expenses (in lieu of routine expenses)

(J) Payment Rs. 16,000/- per annum to be paid quarterly along Rs. 4,000/- with the salary for March, June, September and December in each year.
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4.0 The monthly contribution of Rs. 100/- presently made by the employees to the medical scheme will not be changed.

5.0 Medical Entitlement for Management Trainees/Trainee Banking Assistants and Retired Employees

5.1 Medical Entitlement for Management Trainees/Trainee Banking Assistant

- (AI)** Reimbursement of Hospitalization – Rs. 17,000/-
- (AII)** Medicines and injections prescribed by specialists in outdoor treatment – Rs. 31,000/-
- (B)** Other specialists services and consultation fee – Rs. 34,000/-

5.2 Medical Entitlement for Retired Employees

(A) For Special Treatments

Once and for all facility for special treatment such as surgery in respect of brain, kidney or heart – Rs. 600,000/- to be done locally and abroad. This payment will be subject to the approval of the Board of Directors of the Bank

The retired employee will be entitled for additional Rs. 60,000/- for post medicine surgery – Rs. 60,000/-

(B) Hospitalization/Non Hospitalization

- (i) Hospital/Nursing Home expenses (including of medicine and (ii) Surgical expenses including obstetrician/anesthetists fee (iii) Treatment by specialists (non surgical) injections)
 - (iv) Treatment by specialists (non surgical) at hospitals/Nursing Homes
- Rs. 52,000/-

- (C) **Other Specialists Services (Consultation fee)**
 - (i) X-ray, Pathological tests and physiotherapy Rs. 17,100/-
- (D) **Special Tests: (CT Scanning, Endoscope and similar investigations)** Rs. 11,900/-
- (E) **Corrective Treatments and appliances (Dental)** Rs. 23,500/-
 Spectacles and lenses limited to Rs. 15,200/-
 (Spectacles can be replaced once in two years)

6. Difficult Station Allowance (Monthly allowance for branch staff only)

- 6.1. Employees who are serving in Brancheds categorized as uncongenial will be paid an incentive as given in paragraph 6.4 on a monthly basis subject to review and re-categorization of the existing difficult stations.
- 6.2. This allowance will be paid for the staff of the branches located in the Districts of Monaragala, Nuwaraeliya, Batticaloa, Jaffna, Vavunia and Ampara. If the employee having a permanent residency of this area or within 50km distance to the branch in any of the adjoining district will not be entitled.
- 6.3. Individual employees those who are working in the respective branches are to request for approval through Branch Manager, whereas Branch Managers have to submit through Chief Manager (Branch Operations). Monthly payment of Difficult Station Allowance will be made along with the monthly salary of the respective employee.
- 6.4. Difficult station allowance will be given as follows

Grades	Payable Limits
Grade IV and above	Rs. 2,160/-
Grade V and VI	Rs. 1,800/-
Grade VII–IX	Rs. 1,590/-
Grade X and below	Rs. 1,325/-

7.0 Subsistence and Combined Allowance

7.1 General Terms and conditions

- 7.1.1 An employee who has travelled on official duty more than 50km up-and-down away and spent for more than 06 hrs at time out of the residence or office/duty station, whichever is closer to the place of visit can be claimed subsistence and combined allowance as per the paragraph 7.2 and 7.3.
- 7.1.2 The traveled distance should be determined either from residence or officer whichever is closer to the place of visit.

7.1.3 Before travel is undertaken, approval shall be obtained from the General Manager or an officer delegated with such authority.

7.1.4 In return he should submit an output/work done report along with the claim.

7.1.5 Senior Management team members are exempted from these rates and they may be allowed to incur expenditure, accommodation and food based on the approved pro-former invoice quotation.

7.2 Subsistence Allowance

7.2.1 An officer is absent from his station on official duty more than 12hrs will be paid full amount of subsistence allowance as per the table in 7.2.4.

7.2.2 An officer will be paid half of the subsistence if a travelling period not less than 06hrs.

7.2.3 No subsistence will be paid for a period of travelling less than 06 hrs.

7.2.4 Subsistence allowance will be revised as follows:

Grade	Rate of Subsistence
Grade II and above	Rs. 1,250/-
Grade III – IV	Rs. 1,100/-
Grade V	Rs. 900/-
Grade VI	Rs. 700/-
Other Grades	Rs. 600/-

7.3 Combined Allowance

7.3.1 An officer travelling on duty for more than 24hrs from his station on official duty will be paid an allowance to cover the combined cost of his subsistence and lodging as follows:

7.3.2 Combined allowance will be revised as follows:

Grade	Rate of Combined Allowance
Grade II and above	Rs. 2,500/-
Grade III – IV	Rs. 2,200/-
Grade V	Rs. 1,800/-
Grade VI	Rs. 1,400/-
Other Grades	Rs. 1,200/-

8.0 Reimbursement of Travelling Expenses

8.1 General Terms and conditions

- 8.1.1 Before travel is undertaken, approval shall be obtained from the General Manager or an officer delegated with such authority.
- 8.1.2 In return he should submit an output/work done report along with the claim.
- 8.1.3 Senior Management team are exempted from these rates and they may be allowed to incur travelling expenditure based on the approved pro-former invoice quotation.
- 8.1.4 An employee entitled to private vehicle mileage for the efficient discharge of his duties may be paid private vehicle mileage at the rate given in 8.2 not exceeding the mileage approved for the month.
- 8.1.5 If it is a hired vehicle he may be allowed to claim at the rate given in 8.2. Reimbursement of hired vehicle charges should be supported by receipts which should be attached to the claim.

8.2 An employee travelling on official duty shall be entitled to claim of his travelling expenses on the rates given below.

Category	Amount Payable
Private vehicle	Rs. 33/-
Hiring vehicle	Rs. 35/-
Trishaw	Rs. 25/-
Motor cycle/Scooter	Rs. 13/-

9.0 Entertainment Allowance

Entertainment allowance is to be paid per month in order to maintain external relationship as follows:

Grade	Rate per month
Chief Manager	Rs. 500/-
Branch Manager/Branch in Charge	Rs. 350/-

10.0 Trainees (Monthly) Allowance

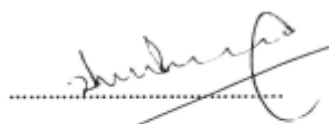
Monthly allowance applicable to trainees will be revised as follows:

Category	
Management Trainees (1st Year)	Rs. 40,000/-
Management Trainees (2nd Year)	Rs. 50,000/-
Trainee Banking Assistant (1st Year)	Rs. 20,000/-
Trainee Banking Assistant (2nd Year)	Rs. 25,000/-

For and on behalf of the

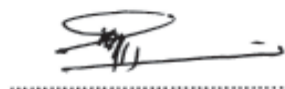
STATE MORTGAGE & INVESTMENT

BANK



Thissa Jinadasa

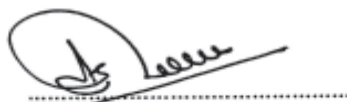
Chairman



W.M. Dayasinghe

General Manager/CEO

CEYLON BANK EMPLOYEE'S UNION



S.P. Jayarathna

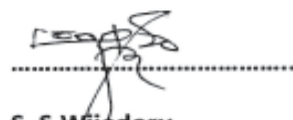
President



A.K. Bandara

General Secretary

Witness to the above Signatories



S. S. Wijedoru

Acting Assistant General Manager -

(Human Resources & Logistic)



R.M. Abeyratne

President -

CBEU- SMIB Branch