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# The Gazette of the Democratic Socialist Republic of Sri Lanka

#### **EXTRAORDINARY**

අංක 2452/08 – 2025 සැප්තැම්බර් මස 02 වැනි අහහරුවාදා – 2025.09.02 No. 2452/08 – TUESDAY, SEPTEMBER 02, 2025

(Published by Authority)

# PART I: SECTION (I) – GENERAL

## **Government Notifications**

My No.: සාගි/වතු/8/2023

#### THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Chilaw Plantations Limited No. 165, Puttalam Road, Chilaw of the one part and the Ceylon Estate Staffs' Union No. 06, Aloe Avenue, Colombo 03 of the other part on 21<sup>st</sup> September 2023 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. M. D. N. K. WATALIYADDA, Commissioner General of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 25th August, 2025.

Collective Agreement No. 38(4) of 2023



#### COLLECTIVE AGREEMENT - MAINTENANCE SUPPORT STAFF

This Collective Agreement entered into between the Chilaw Plantations Limited having its registered office at No. 165, Puttalam Road, Chilaw of the First part and the Ceylon Estate Staffs' Union of No.6. Aloe Avenue, Colombo 03 of the Second Part, made and entered into on the 21st day of September Two Thousand Twenty Three witness as follows:

#### 1. TITLE

This Agreement shall be known as the Chilaw Plantations Limited Collective Agreement for Maintenance support Staff.

#### EMPLOYERS COVERED AND BOUND 2.

This Agreement shall bind the management of the Chilaw Plantations Limited, whose name is mentioned as first part for and in respect of the categories of employees hereafter described in Clause 3 hereof.

#### 3. UNION AND EMPLOYEES COVERED AND BOUND

This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union and members of the said Union who are employed by Chilaw Plantations Limited on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule 1 hereon.

#### 4. **EARLIER AGREEMENTS**

The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the 'disputes committee' and thereafter Commissioner General of Labour in terms of the Industrial Disputes Act if the matter is not resolved before the 'disputes committee', but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

#### 5. DATE OF OPERATION AND DURATION

Subject to any provisions to the contrary, this Agreement shall be effective from 01st August 2023 to 31st July 2026 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 31st of July 2026.

#### 6. GENERAL TERMS AND CONDITIONS

- i. The revised terms and conditions relating to this Agreement shall only come into force on the 1st August 2020 and shall be deemed to be included in all contracts of employment of those covered by this Agreement with effect from the said date.
- Grading of employees covered shall at the discretion of the employer.
- Any employee enjoying better terms and conditions than what is stipulated in this Agreement shall continue to enjoy same.

#### FIRST APPOINTMENT 7.

No person will be recruited to a grade covered by this Agreement unless he has required knowledge and experience in the trade.

PART I: SEC. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 02.09.2025

ii. All designations of new recruits should be as specified under Schedule 1 hereof.

#### 8. PROBATION

On recruitment every employee shall serve a period of probation of not more than six months subject to the right of the employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance. misconduct or other justifiable cause, Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 06 months, the employee shall deem to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefore.

#### 9. ATTENDANCE AT WORK

Unless otherwise specifically instructed by the Employer and such instructions not being of a permanent nature, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

#### 10. PROMOTIONS

- i. Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- ii. All employees covered by this agreement on completion of 15 years of service under the same employer shall be placed on grade 1 and granted one additional annual increment.

## 11. SALARIES

- 1. The salaries payable to the employees covered and bound by this agreement with effect from 01 August 2023 shall be as follows.
  - i. With effect from 01st August 2023, the salaries of all employees in employment shall be increased by 20% based on last dawn basic salary.
  - Ii. Budgetary Allowance / Monthly allowance/ now being paid shall cease from the date of signing this agreement.
  - ii. With effect from 01st August 2023 all employees in employment shall be eligible to receive the newly introduced salary increases and allowances granted by the Government to employees employed in government sector, corporations, statutory bodies, state institutions and in other state enterprises which are relevant to Chilaw plantations limited. This arrangement is to ensure minimum salary anomalies between various employment categories of employees in Chilaw plantations limited.
  - iii. Employees who reach the maximum salary point depicted in the scale will continue to receive annual increments if they continue to remain within the same category.
  - iv. In terms of the above salary revision, the salary revision applicable will accordingly be revised as per schedule II of this agreement.
  - v. Subject to the provisions set out in Clause 6 (1) above the Chilaw Plantations Limited covered and bound shall pay the revised salaries as from the month of August 2023 with arrears.
- 2. i. With effect from date hereof, Employees covered by this agreement are entitled to a payment in lieu of staff quarters being provided to them, shall receive a payment of Rs. 3000.00 per month.

ii. In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

#### 12. ANNUAL INCREMENTS

- i. Annual Increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- ii. An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.
- iii. Annual increments shall be increased by 10% and the revised rate shall be paid as stated below to all employees in employment as from 1<sup>st</sup> August 2023.

	Previously	Effective from 01st August 2023	Grade 1
Car Driver	Rs. 500.00	Rs. 550.00	Rs. 650.00
Blacksmith	Rs. 500.00	Rs. 550.00	Rs. 650.00
Carpenter	Rs. 500.00	Rs. 550.00	Rs. 650.00
Engine Driver	Rs. 500.00	Rs. 550.00	Rs. 650.00
Welder	Rs. 500.00	Rs. 550.00	Rs. 650.00
Pre School Teacher	Rs. 500.00	Rs. 550.00	Rs. 650.00
Lorry/Tractor Driver	Rs. 500.00	Rs. 550.00	Rs. 650.00
Mechanic/Motor Mechanic	Rs. 650.00	Rs. 715.00	Rs. 815.00
Creche Attendant/CDO	Rs. 650.00	Rs. 715.00	Rs. 815.00
Electrician/Forman	Rs. 650.00	Rs. 715.00	Rs. 815.00
Backhoe Operator	Rs. 650.00	Rs. 715.00	Rs. 815.00

All employees on completion of 10 years of service shall be placed on Grade 1.

## 13. HOURS OF WORK AND\_OVERTIME

The decisions of the relevant wages board shall apply.

If required by the employer, an employee shall work reasonable overtime which has been authorized by the employer. Rates of overtime shall be according to the decisions of the relevant wages board.

#### 14. WEEKLY AND POYA HOLIDAYS

An employee will be entitled to weekly holidays and half holidays as per the relevant wages board decisions.

#### 15. STATUTORY HOLIDAYS

All employees covered by this agreement will be entitled to mercantile holidays as provided in the Shop & Office Employees Act.

Thaipongal day
Independence day
Day prior to Sinhala/Tamil New Year
Sinhala/Tamil New year Day
May Day
Day following Wesak Full Moon Poya Day
Holy Prophet's Birthday (Milad Un Nabi)
Christmas day

Payment for work on such holidays shall be remunerated according to the provisions of the Shop & Office Employees Act.

#### 16. LEAVE

#### 1. (i) Annual Leave

Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant wages board decisions applicable to them.

#### 2. Casual Leave

All employees shall be entitled in each year to a maximum of seven (07) days Casual Leave with full pay, not more than three (03) days being taken at a time. Casual Leave not taken in any one year will not be carried over to the next year.

#### 3. (i) Sick Leave

Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick Leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the employer to call for a medical certificate as aforementioned, where he deems it appropriate.

- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness, in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 working days on that account.
- (iii) In the case of an employee whose terms presently permit a higher quantum. of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.

#### 4. Maternity leave

- (i) 84 working days of maternity leave will be granted on live child birth.
- (ii) Additional leave will be granted on half month's salary, upon employees request, until the age of six months to the infant.
- (iii) Paternity leave of 3 days will be granted to the father of the child.

#### 17. ADMINSTRATIVE TRANSFERS

- i. Transfers not involving hardship in relation to schooling of children or employment of a spouse will subject to the exigencies of the service and the requirement of the Employer, be made at the discretion of the Management with one month's notice in writing.
- ii. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall be made at the end of the year with three calendar months' notice.
- iii. Employees whose children are sitting for the G.C.E. OL/AL examination for the first time will not be transferred in that particular year.
- iv. The transfers of Employees whose children are to be admitted to Grade 01 in School also will be considered.
- No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year v. prior to his retirement.
- vi. The provisions of sub-clause (1) to (5) above shall not apply to transfers on disciplinary grounds but the Management shall give reasonable notice, depending on the circumstances of each case.

#### 18. AGE OF RETIREMENT

i. Unless the letter of appointment specifies a higher retrial age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement.

#### 19. GRATUITY

Gratuity shall be payable in accordance with the Payment of Gratuity Act No. 12 of 1983.

#### 20. **DISCIPLINARY INQUIRIES**

- i. An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
- iii. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptionable circumstances.
- If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received unless circumstances prevent the employer from doing so.

- An employee shall be permitted to have a Union member to defend him at the inquiry, Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- vi. The Employer shall endeavor to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply the accused employee shall be exonerated of the charges.
- vii. Notwithstanding the above provisions, an employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out of the reasons for termination, including the justification for summary termination. In such event, the union may appeal to the employer or to the appropriate forum.

#### 21. SUSPENSION PENDING DISCIPLINARY INQUIRIES

- i. An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer of a charge or charges of misconduct against him. Such suspension shall be in writing.
- ii. Suspension of an employee in the ground referred to in sub clause (1) above for any period in excess of one month shall be on half pay.
- iii. The provisions contained in sub-clause (i) & (ii) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verification.

#### 22. SUSPENSION AS A MEASURE OF PUNISHMENT

- i. Punishment for offences in the case of an employee may include suspension provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
- ii. Punishment in excess of three days suspension without pay shall only be after a domestic inquiry,

#### 23. VARIATIONS OF TERMS AND CONDITIONS OF EMPLOYMENT & DISPUTES

- i. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary alter or add to any of the terms and conditions of employment, except by mutual consent.
- ii. Any employee enjoying a benefit which is over and above the normal entitlement shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to consumption of electricity where a limit is fixed for all employees.
- iii. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act and if no settlement could be reached by voluntary arbitration thereafter.
- iv. It is agreed by and between parties that the unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this agreement or is connected therewith.

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Part I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 02.09.2025

#### 24. DISPUTES RESOLUTION COMMITTEE

- i. It is agreed by parties that the Disputes Resolution Committee will meet once in three months to resolve any dispute that may arise in relation to any violation of the provisions of this Agreement. However, in case of an urgent necessity a meeting will be held with two weeks' notice if requested by either party.
- ii. Decisions arrived by the Dispute Resolutions Committee shall be implemented within the period agreed between the parties.

#### 25. DUTY LEAVE

- i. Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- ii. Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Chilaw Plantations Limited will attempt to effect an amicable settlement between parties.
- iii. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year
- iv. By mutual arrangement with the Employer, two Vice Presidents of the Union shall be allowed twelve days duty leave each in any one year.
- v. By arrangement with their respective Employers, Branch Chairmen and Sub Branch Chairmen of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed jointly by these two Office bearers shall not exceed twelve days in any one year on need basis.
- vi. Duty leave shall be granted to employees selected by the Union to attend Seminars and workshop conducted by the Union or any other labour related institution in one year for a period not exceeding two days.

#### Part II

#### 1. Amalgamation & Sub Leasing

The Chilaw Plantation Limited covered and bound by this Agreement undertakes to discuss with the Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions/factories prior to such situations. However, Chilaw Plantation Limited will continue to be the employer of such employees.

#### 2. Electricity

Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Senior Staff - 140 units

Junior Staff - 100 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs cach estate.

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PART I: SEC. (I) - GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA - 02.09.2025

#### 3. Kerosene Allowance

Employer shall provide 25 liters kerosene per mensem to those employees resident on estates/divisions without electricity:

#### 4. Coconut Allowance

The employer shall provide 40 coconuts to members of estate staff (Including future recruits) at the cost of Rs. 1.00 per nut irrespective of what they had been enjoying in the past.

#### 5. Drinking Water Allowance

The employer agrees to provide 400 liters of drinking water per month at the rate of Rs. 4.00 per Lit. to every staff members employed on required estates.

#### 6. Insurance Scheme

The employer agrees to provide an insurance scheme covering all staff members employed in estates under their management.

#### 7. Festival Advance

All employees will be paid a sum of Rs.20,000/- interest free advance, before two weeks in respect of their festivals, which will be recovered in 10 equal installments. Any future revision will be on mutual agreement.

#### 8. Fuel Allowance

The employer shall provide 2 Lit. of fuel per 1 kilometer to staff using own vehicle to report for duty from the nearest main road.

## 9. Medical Aid Scheme

- i. The Employee contribution to the medical aid scheme will be 5% and the Employers' contribution shall be 10%
- ii. A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the Company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

#### 10. Death Grant

- i. With effect from the date hereof, on the death of a staff member, the dependents will be paid a sum of Rs.150,000/-as funeral expenses.
- ii. The dependents of the deceased staff member will be paid 50% of the sum equivalent to **four** months salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
- iii. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to **four** months salary within one month of the death of the staff member.

#### 11. Union Subscriptions

i. The employer agrees on the written request of an employee to deduct from the wages due to such employee, the current monthly Union subscriptions as specified by the employee, to be payable monthly by the employee to

the Union and remit the amount so deducted to the Union by the following month, till such time the employee maintain his request.

ii. In the event of the union being representative of less than 40% of the employees, no remittance in respect of check-off would be made thereafter.

#### 12. Scholarships to Staff Children

- i. The employer agrees to pay a sum of Rs. 2000.00 per month to children passing the year five scholarship examination until they sit for GCE (A/L) examination.
- ii. The employer agrees to pay a sum of Rs. 3000.00 per month to children selected to a recognized university until they study there. This payment is not entitled to period of extension of studentship.

#### INTERPRETATION

<u>Word</u>	<u>Meaning</u>
Union	means the Union referred to as the Party of the Second Part in this Agreement
Dispute	Shall have the same meaning as in the Industrial Disputes Act
Employer	means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof
Week	means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	means a continuous period of 12 months
Gender	a reference to the masculine gender shall include the feminine as well

In witness whereof the parties aforesaid have hereunto set their at Chilaw on this 21st day of September, 2023

Jude Rukantha Barera Chairman CFO

Chilaw Plantations Limited

Nishartha Wanniarachchi

President

Ceylon Estate Staffs' union

Witnesses

1

Mahinda Ranaweera

Mahinda Ranaweera General Manager

Chilaw Plantations Limited

2

Tissa Atapattu

Manager - H R & Administration

Chilaw Plantations Limited

3

Bandujeewa Hettiarachchi

Assistant General Manager- Plantations

Chilaw Plantations Limited

Robert Francis

General Secretary

Ceylon Estate Staffs' Union

2

M Sudagar

Treasurer

Ceylon Estate Staffs' Union

3

MIPR Bandara

Chairman - Satharakorale Branch

Ceylon Estate Staffs' Union

#### SCHEDULE I

#### MAINTENANCE SUPPORT STAFF

	Previously Salary	As from August 2023 Revised Salary	As from Aug	gust 2023
			<b>Annual Incrment</b>	Grade 1
Car Driver	Rs. 33200.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Blacksmith	Rs. 33200.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Carpenter	Rs. 33200.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Engine Driver	Rs. 33200.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Welder	Rs. 33200.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Pre School Teacher	Rs. 33300.00	Rs. 39850.00	Rs. 550.00	Rs. 650.00
Lorry/Tractor Driver	Rs. 33325.00	Rs. 39990.00	Rs. 550.00	Rs. 650.00
Mechanic/Motor Mechanic	Rs. 36375.00	Rs. 43650.00	Rs. 715.00	Rs. 815.00
Creche Attendant/CDO	Rs. 37250.00	Rs. 44700.00	Rs. 715.00	Rs. 815.00
Electrician/Forman	Rs. 38350.00	Rs. 46020.00	Rs. 715.00	Rs. 815.00
Backhoe Operator	Rs. 40850.00	Rs. 49020.00	Rs. 715.00	Rs. 815.00
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## THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between National Savings Bank, No, 255, Galle Road, Colombo 03. of the one part and the Trade Union Front of National Savings Bank (Jathika Sevaka Sangamaya and Sri Lanka Independent Bank Employees Union) of the other part on 16<sup>th</sup> July 2024 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

H. M. D. N. K. WATALIYADDA, Commissioner General of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 25th August, 2025.

#### COLLECTIVE AGREEMENT

#### **Between**

## National Savings Bank, No. 255, Galle Road, Colombo 3 of the One Part

and

#### Trade Union Front of National Savings Bank (Jathika Sevaka Sangamaya and Sri Lanka Independent Bank Employees Union) of the Other Part

This Collective Agreement is made on this I6<sup>th</sup> day of July Two Thousand Twenty-four (16.07.2024) by and between the National Savings Bank of the One Part (hereinafter referred to as "the Bank") and the Trade Union Front of the Other Part (hereinafter referred to as "the Union"), the National Savings Bank and the Trade Union Front agree to the following.

Title: this agreement will be known and referred to as "NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT with the TRADE UNION FRONT for the period First Day of January, Two Thousand Twenty-Four to Thirty First Day of December, Two Thousand Twenty-Six (01.01.2024 - 31.12.2026).

## 1. EMPLOYER TO BE COVERED AND BOUND

This Agreement shall cover and bind the National Savings Bank, which is a party to this Agreement.

#### 2. EMPLOYEES TO BE COVERED AND BOUND

This Agreement shall cover and bind members of the Trade Union Front in employment with the Bank and employees 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 Twenty-Four (1st January 2024) and thereafter continue to be in force, unless it is determined by either party giving six months' prior notice in writing to the other party provided, however, that no party shall give such notice to the other party after the lst day of July 2026.

## 4. MATTERS COVERED AND VARIATION OF TERMS AND CONDITIONS OF EMPLOYMENT AND BENEFITS

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 01.01.2024 - 31.12.2026 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.

(a) 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 First day of January Two Thousand and Twenty Four (01.01.2024) each employee and covered and bound by this Agreement shall be paid upon and subject to the other terms conditions herein contained a monthly salary which comprises the following components

- (i) Fixed component linked to "Basic Salary 'and related allowances.
- (ii) Variable component linked to performance (Please refer clause 5.2).

#### **5.1 Fixed Component**

The fixed component comprises the following items

- (i) Revised Basic salary as set out in the Annex I hereto. (Increments will be grante 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 Twenty Four (01.01.2024).
    - (i) Cost of Living Allowance as per item (b) below.
    - (ii) Rem Allowance as per (c) below.
    - (iii) 10% of the Revised 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 January 2000 every one point change over and above the Colombo Consumer Price Index (CCP1) of December 1999 only will be computed at Rs.3/-. If the index point drops below the December 1999 level *i.e.* 2404.9, the computation should be at the rate of Rs.2.75 per point.
  - (c) The Rent Allowance will be 20% of the Revised Basic Salary.

#### 5.2 Variable Component

- (a) A monthly allowance based on Key Performance Indicators (KPls) as morefully described in Annex II hereto.
  - Annex II will be reviewed annually by the Department of Public Enterprises and such review shall be considered as part and parcel of this Agreement. The Bank will duly communicate the outcome of such review to the Union.
- (b) KPI level weightage based on performance has been morefully described in Annex 111 hereto.
  - Annex 111 may be reviewed annually by the Bank and it shall be considered as part and parcel of this Agreement. The Bank will duly communicate any change to the Annex III to the Union.
- (c) Contribution for National Savings Bank Pension Funds shall not be made by the Bank on variable components, and it shall not be taken into consideration for the purpose of calculation and payment of pension of the employees.

#### 6. NON-SALARY BENEFITS AND OTHER ALLOWANCES

As from First Day of January Two Thousand and Twenty-Four (01.01.2024) each employee covered and bound by this Agreement shall be paid revised Non-Salary benefits and Other Allowances as morefully described in first and second Schedules setout in the Annex IV hereto.

#### 7. TAXES ON EMOLUMENTS

Advance Personal Income Tax on emoluments of staff shall be borne by the respective employees.

#### 8. 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 to point) method of conversion.
  - e.g. An employee who had been on the  $5^{th}$  step of the scale as at 31.12.2023 will be placed on the  $5^{th}$  step of the relevant revised scale with effect from 01.01.2024
- (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.

#### 9. CONVERSION ANOMALIES

Any anomaly that would arise consequent to this revision shall also be examined by a Committee comprising representatives of the Bank and the Union and will be rectified suitably.

#### 10. REVIEW OF THE SALARY STRUCTURE

The National Savings Bank and the Trade Union Front jointly agree to review the existing salary structure of the employees referred in Clause No. 5 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 setout 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 the agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment and 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 or becomes 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.
- 14. The terms and conditions of this Agreement maybe reviewed and amended with the mutual agreement of the Bank and the Union subject to the approval of the Department of Public Enterprises. Any such amendments should be duly executed by the parties and shall be an addendum to this Agreement.

#### For and on behalf of the

## NATIONAL SAVINGS BANK

Dr Harsha Cabral P.C. Chairman

Shashi Kandambi General Manager/CEO TRADE UNION FRONT OF NATIONAL SAVINGS BANK

A M A B Alahakoon

Secretary

(Jathika Sevaka Sangamaya – NSB)

Janaka Hewapathirane

President

Sri Lanka Independent Bank Employees Union - NSB

WITNESS TO THE ABOVE SIGNATORIES

K Raveendran

Snr. Deputy General Manager

HHDL Perera

President

(Jathika Sevaka Sangamaya – NSB)

Acucka Actog

G V A D D Silva

**Deputy General Manager** 

(Treasury & International Banking)

ALD Mahinda Kumara

Senior Vice Secretary

Sri Lanka Independent Bank

Employees' Union - NSB

Annex I

## Collective Agreement 2024-2026 Revised Salary Scales effective from 01.01.2024

Grade	Present Salary Scale 2021	Present Salary Scale 2024
Grade I - Chief Manager	158,315 - 210.995 4390 x 12	211,260 - 277,140 5490 x 12
Grade II - Senior Manager	121,090 - 173,490 2620 x 20	164,730 -230,330 3280 x 20
Grade III -1 Manager /Con. Secretary - Class III	97,410- 139,810 x 20 2,120	135,125 - 188,125 x 20 2,650
Grade III -II Con. Secretary - Class II Regional Security Officer	79,740 - 109.740 x 20 1,500	113,040 - 150,640 x 20 1880
Grade III-III - Executive Officer / Con. Secretary Class I Dy. Regional Security Officer	62,060 - 81.660 x 20 980	90,645-115,045 x 20 1,220
Stenographer - Grade IV	<u>57.170 - 72.370</u> x 20 760	84,275 - 103,275 x 20 950
Grade IV- junior Executive / Stenographer III Security Officer	54,635 - 69.635 x 20 750	81,115-99,715 x 20 930
Stenographer -II	46,025- 55,025 x 20 450	<u>69,650 - 80,850</u> x 20 560
Stenographer -I	43,515 - 50,515 x 20 350	66,300 - 74,900 x 20 430
Staff Assistant - III/Gr. V-A Asst. Security Officer	<u>49,410 - 59,610</u> x 20 510	73,840 - 86,440 x 20 630
Staff Assistant - II / Gr. V-B	44,810 - 53,610 x 20 440	68,145 - 78,945 x 20 540
Staff Assistant -I / Gr. VI	41.670 - 48.070 x 20 320	64,025 - 72,025 x 20 400
Typist III	46,025 - 55,025 x 20 450	<u>69,650 - 80,850</u> x 20 560
Typist II	43,515 - 50,515 x 20 350	66,300 - 74,900 x 20 430
Typist I	38,800 - 44,200 x 20 270	<u>54,250 - 60,550</u> x 20 315
Sk. L.III/SG. III/ Dri 111	39,290 - 46,690 x 20 370	54,825 - 63,425 x 20 430

Annex I

Grade	Present Salary Scale 2021	Present Salary Scale 2024
Grade VII Class III Office Assistant III Sk. L.II/SG II/Dri. II	38,315 - 44,715 x 20 320	<u>53,685 - 61,085</u> x 20 870
Grade VII Class II Office Assistant II Sk. L.I/SG I/Dri. I	36,565 - 41,765 x 20 260	51,645 - 57,645 X 20 300
Grade VII Class I Office Assistant I	35,525 - 39,525 x 20 200	50,425 - 55,025 x 20 230

Annex II Monthly Allowance Based on Key Performance Indicators (KPIs)

Grade	KPI based Allowance Per Month (Rs,)
Grade I - Chief Manager	48,000.00
Grade II - Senior Manager	28,000.00
Grade III -I manager /Con. Secretary - Class III	16,000.00
Grade III -II - Assistant Manager / Con. Secretary - Class II Regional Security Officer	8,000.00
Grade III-III - Executive Officer / Con. Secretary Class I Dy. Regional Security Officer	4,000.00
Grade IV- junior Executive / Stenographer IV / Stenographer III	3,000.00
Staff Assistant - III / Gr. V-A Asst. Security Officer	2,000.00
Staff Assistant - II / Gr. V-B	2,000.00
Staff Assistant -I / Gr. VI	2,000.00
Typist III / Stenographer -II	2,000.00
Typist II/ Stenographer -I	2,000.00
Typist I	1,000.00
Sk. L.III/ SG. III/ Dri. III	1,000.00
Grade VII Class III / Office Assistant III / Sk. L.II/SG II/Dri. II	1,000.00
Grade VII Class II / Office Assistant II / Sk. L.I/SG I/Dri. I	1,000.00
Grade VII Class I / Office Assistant I	1,000.00

Annex III

#### **KPI Based evaluation criteria**

Table - 01

Key Performance Indicator (KPI)	Criteria	
1. Overall Bank's Performance	50%	
2. Target Achievement	(a) 25% - Overall Branch Performance	
	(b) 25% - Individual Performance	

## Payment of KPI Allowance

#### (1) Overall Bank Performance

The Bank's budgeted Profit Before Tax (PBT) is set as the KPI for a given year. The PBT to be estimated on a monthly basis and be compared with the actual PBT of the month in order to grat the KPI allowance for the month.

All the Bank employees will receive 50% of their KPI allowance in the event the Bank's PBT is achieved as per the Table - 02 below.

Table - 02

Level of each KPI Achievement (%)	Quantum of KPI Allowance Payable as a (%)
75 & above	100%
60 - 74	80%
40 - 59	60%
20-39	40%
Below 20	0

#### (2) Target Achievement

#### (a) Overall Branch Performance

The budgeted Operating Profit pertaining to the Branch Sector is set as the KPI for a given year. Such Operating Profit target of the Branch Sector is estimated on a monthly basis and be compared with the actual in order to grant the KPI allowance for the month.

All the Bank employees will receive 25% of their KPI allowance in the event the monthly Operating Profit target of the Branch Sector is achieved as per the Table - 03 below:

Table - 03

Level of each KPI Achievement (%)	Quantum of KPI Allowance Payable as a (%)
75 & above	100%
60 - 74	80%
40 - 59	60%
20-39	40%
Below 20	0

## (b) Individual Performance: Based on last employee Performance Evaluation

KPI allowance will be paid, as given in the Table - 04 below based on the last employee Performance Evaluation.

Table - 04

Individual Performance Evaluation (%)	Quantum of KPI Allowance Payable as a (%)
75 & above	100%
60 - 74	80%
40 - 59	60%
20-39	40%
Below 20	0

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