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PART I: SECTION (I) - GENERAL

Government Notifications

My No.: CI/ 1494.

THE INDUSTRIAL DISPUTES ACT-CHAPTER 131

The Collective Agreement entered into between Srilankan Airlines Limited, Airline Centre, Bandaranaike International Airport, Katunayake of the one part and The Sri Lanka Nidhas Sevaka Sangamaya, 341/21, 4th Floor, Sarana Mawatha, Rajagiriya of the other part on 16th day of October 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

M. D. C. AMARATHUNGA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 07th January 2016.

Collective Agreement No. 21 of 2015

SRILANKAN GRADED STAFF COLLECTIVE AGREEMENT 2014

1. Arrangement and Index .- This Agreement is arranged as follows :

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2. Title. —

This Agreement is the 'Sri lankan Airlines Graded Staff Collective Agreement 2014', and hereinafter shall be known and referred to as the 'Agreement'.

3. Names of the parties. —

- 3.1 This Agreement is hereby made and entered into effective from 01 st June 2014 between the following parties listed in Sections 3.2, 3.3 and 3.4 below. In this Agreement, the term 'Employees' and 'Graded Staff' shall mean all those Employees covered by either sections 3.3 and 3.4 in this Agreement below.
- 3.2 SriLankan Airlines Limited, a Company incorporated in Sri Lanka bearing the Company registration number PB 67 and having its official registered office at Airline Centre, Bandaranaike International Airport, Katunayake, Sri Lanka, hereinafter called the 'Company' (which expression wherever the context so admits shall include and mean it's successors and assigns).
- 3.3 The SriLanka Nidahas Sevaka Sangamaya, a registered Trade Union registered in Sri Lanka under registration number 3030, with it's official registered office address as 341/21, Fourth Floor, Sarana Mawatha, Rajagiriya, Sri Lanka, hereinafter called the 'SLNSS' (which expression wherever the context so admits shall mean and include it's successors, assigns, replacement and all Employees who are fully paid-up members of the SLNSS and who are locally employed in a Permanent capacity in grades 1-7 of the Graded Staff grade structure who are covered and bound by this Agreement. Grades 1-7 inclusive do not cover "Aircraft Technicians", nor do they cover 'Cabin Crew', who are instead covered by parallel grades).
- 3.4 Other individual Employees who are locally employed in a permanent capacity in grades 1-7 of the Graded Staff grade structure who are not members of the SLNSS but who nevertheless wish to accept the terms and conditions of this Agreement by signing on an individual basis.

4. Short recital and general agreement.—

- 4.1 WHEREAS demands and requests were made by the SLNSS for a revision of terms and conditions of employment of Employees employed by the Company (noting that the existing terms and conditions of employment of Graded Staff were previously recorded in the Collective Agreement between the Company and the SLNSS dated 24 th November 2010, wich was valid from 01 st June 2010 and expired on 31 st May 2013).
- 4.2 AND WHEREAS the SLNSS can verify to the satisfaction of the Company that it represents at least 40% of the Graded Staff employed in a permanent capacity by the Company in Sri Lanka in grades 1 7 of the Graded Staff grade structure of SriLankan Airlines.
- 4.3 AND WHEREAS having received the demands and requests from the SLNSS, the Management of the Company discussed and negotiated with the SLNSS, and during the process of negotiations were able to finally reach agreement on the matters contained herein, on the understanding that any and all other matters raised would be regarded as having been withdrawn in favour of this finalised Agreement called the 'SriLankan Airlines Graded Staff Collective Agreement 2014'.
- 4.4 AND WHEREAS the intention of both parties was that this Agreement would ensure operational and industrial peace and harmony, improved overall efficiency of the Company, an improvement in overall performance and productivity including the ability to rotate Employees between different areas, co-operation between the Employer and Employee, and a contented and highly motivated workforce. The parties to this Agreement have a common objective in ensuring

the proper and successful functioning of the Company, as only this can safeguard the welfare of both the Company and all the Employees.

- 4.5 AND WHEREAS the parties have agreed that there would be strict compliance with all procedures, terms and conditions agreed in this Agreement, and it its agreed by the parties that they would honour and abide by their respective obligations, respecting the rights of each other as set out in this Agreement.
- 4.6 NOW KNOW YE AND THIS AGREEMENT WINESSETH THAT as a result of said discussions, and that for and in consideration of the above premises and the mutual terms and conditions set out in this Agreement, the SLNSS and the Company have reached this Agreement, which includes clauses for the enhancement of salaries and various allowances to further improve the employment conditions offered by the Company.
- 4.7 AND THAT parties have agreed that there would be compliance with all existing procedures, processes and regulations that are not otherwise specified in the Agreement but have been included in the 'people's Administration and Engagement Policy Manual' of the Company. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and any pre-existing terms and conditions or practices, then the terms and conditions specified in this Agreement shall prevail.

Provided that if any of the clauses in the 2006 and 2010 Collective Agreements have been transferred to the said manual with amendments decided on 'ex-parte' by the Management, such amendments shall be discussed with the Union with a view to arriving at a mutually acceptable agreement.

It is also agreed that the Company will update the manual with the concurrence of the Union in relation to matters affecting its members, wherever applicable.

The Company welcomes any positive suggestions from the union on how the existing procedures and processes may be improved for the benefit of both parties.

- 4.8 AND THAT this Agreement covers all the demands and claims of the SLNSS contained in their original requests and demands and other issues brought for negotiation and discussions during the course of bargaining of the said demands in full and final settlement thereof, and that all demands, claims and requests raised by the SLNSS are hereby withdrawn or settled or satisfied in terms of and/or in consideration of this Agreement.
- 4.9 AND THAT in consideration of this Agreement, the SLNSS and its members shall not during the continuance of this Agreement seek to vary, alter or add to, all or any of the terms and conditions of employment or benefits contained as provided for in this Agreement, other than by mutual agreement with the Company. Failure to reach mutual agreement shall not entitle the SLNSS to raise a dispute thereon.
- 4.10 AND THAT the terms and conditions of this Agreement effective from 01st June 2014 shall be deemed to be included in all the contracts of employment between the Company and all Employees covered and bound by this Agreement, whether such contract of employment be written or not, and which was subsisting as at 01st June 2014 or shall come into being at any time thereafter during the continuance of this Agreement.
- 4.11 AND THAT if, and in so far as, any provisions contained in this Agreement are superseded by mandatory law in Sri Lanka, all other provisions not so superseded shall remain in full force and effect.
- 4.12 AND THAT it is agreed that any dispute over the interpretation of this Agreement shall be settled by reference to the Commissioner of Labour, or where such decision is not acceptable by voluntary arbitration under section 3(1)(d) of the Industrial Disputes Act.
- 4.13 IT IS ALSO AGREED THAT the minimum terms and conditions of service which apply to all Engineers Graded Staff employed in a permanent capacity in grades 1 7 of the Graded Staff Grade structure who are covered and bound by this Agreement shall be those provided for in this agreement.

5. Duration of Agreement.-

- 5.1 This Agreement shall come into effect from 1st June 2014, and shall thereafter continue to be in force unless it is determined by either party to terminate, giving one month's notice in writing to the other, provided however that one party hereto shall not give notice to the other party before 01st May 2017 and such notice shall not expire before 31st day of May 2017. This shall not preclude discussions taking place and commencing at any time after 01st December 2016 between parties for a revision of the Agreement to be effective from 1st June 2017. The above condition is subjected to section 9 of the Industrial Disputes Act No. 43 of 1950.
- 5.2 Subject to section 4.7 earlier, this Agreement replaces in full the previous Agreement between the Company and the SLNSS dated 24th November 2010 which was valid from 1st June 2010 and expired on on 31st May 2013. Any clause that may have been in the previous agreement is considered revoked unless repeated and carried-forward into this new Agreement.
- 5.3 Furthermore Subject to section 4.7 earlier, this Agreement replaces in full any other prior agreements, and replaces

all prior working practices, and replaces all prior terms and conditions of employment for employees employed in a permanent capacity in grades 1 - 7 of the Graded Staff grade structure.

6. Parties covered and Bound.-

- 6.1 This Agreement shall cover and bind the Company.
- 6.2 This Agreement shall cover and bind the SLNSS and all Employees locally employed in a permanent capacity in grades 1 7 inclusive of the Graded Staff grade structure who are fully paid up members of the SLNSS. Grades 1 7 inclusive do not cover "Aircraft Technicians", nor do they cover "Cabin Crew", who are instead covered by parallel grades.
- 6.3 This Agreement shall cover and bind all individual Employees locally employed in a permanent capacity in grades 1 7 of the Graded Staff grade structure who are not members of the SLNSS but who nevertheless wish to accept the terms and conditions of this Agreement in full by signing on an individual basis.

7. Recognition.-

- 7.1 The Company recognises the right of the SLNSS to represent the interests of, and when required negotiate on behalf of, all categories of locally permanent employed Employees that are classified in grades 1 7 inclusive of the Sri Lankan Graded Staff grading structure in Sri Lanka who are fully paid up members of the SLNSS.
- 7.2 The Company recognises the right of the SLNSS to exercise the SLNSS function in accordance with the laws of Sri Lanka, and to manage the SLNSS affairs without interference.
- 7.3 Such recognition by the Company of the SLNSS shall continue as long as the SLNSS holds the status of Collective Bargaining Agent of the Employees in grades 1 7 inclusive of the Graded Staff grading structure of the Company, and can verify that at least 40% of all locally employed permanent employees in grades 1 7 inclusive are fully paid up members of the SLNSS. Grades 1 7 inclusive do not cover "Aircraft Technicians", nor do they cover "Cabin Crew", who are instead covered by parallel grades.
- 7.4 The SLNSS recognises the right of the Company to plan, organise and manage the operation of each location in order to achieve maximum safety, efficiency and profitability in the operation. This right includes. *inter alia*, the recruitment, engagement, control, discipline, termination, upgrading, promotion, demotion, transfer and dismissal of Employees (always in accordance with the laws of Sri Lanka and the procedures and manuals of the Company). This right also includes, *inter alia*, the use of Fixed Term Contracts Employees from time to time as operationally required. This right also includes, *inter alia*, the determination of the rosters, working patterns and times, methods and manner of working, the introduction of technical improvements, and the dicision to modify, extend, curtail or cease operations, and all safety aspects of the operation. The Company will always exercise the above mentioned rights within the limits prescribed under all applicable laws of Sri Lanka and in accordance with all applicable procedures and manuals of the Company and in accordance with the terms and conditions of this Agreement.

Provided however in respect of termination, upgrading, Promotion, demotion, transfer and dismissal of employees, working patterns, and times, methods and manner of working, redundancy due to operational reason, the Union may if it is of such opinion make representations to the Management in accordance with the grievance/ dispute procedure stipulated herein and/ or in accordance with the law.

8. Monthly Basic Salary Scales.-

8.1 The monthly basic salary scales effective 1st September 2014 until 31 st May 2017 expressed in Sri Lankan Rupees (Rs.) per month are:

Grade	Minimum	Maximum
1	20,000	59,025
2	23,000	84,950
3	25,000	96,900
4	28,000	115,200
5	32,000	121,450
6	35,000	131,150
7	40,000	161,650

8.2 Under no circumstances may the monthly basic salary of an Employee exceed the prescribed limit of the maximum basic salary of their grade.

- 8.3 All new Employees who will be taken on the permanent payroll of the Company subsequent to the date of signing this Agreement will normally start at the minimum of scale. However, the Management reserves the sole right to offer a commencing salary at a higher level than the minimum of scale depending upon merits as considered appropriate by the Management.
- 8.4 The above revised salary scales, applicable allowances and other enhanced benefits (as given in this Agreement) will be applicable to those staff who are in employment as at the date of signing the Agreement.

9. Basic Salary increases During This Agreement.—

9.1 Annual Performance Based Increment.—

The actual individual monthly basic salaries of all Employees covered by this Agreement and in active service at the time of execution of this Agreement (except those under probation), will be increased ranging from 0.0% to 4.0% (with an average of 3.0%) depending upon individual performance effective 1st June 2015 to 31st May 2017 as the Annual Permonce Based Increment.

9.2 Annual Fixed Increment.—

The actual individual monthly basic salaries after the Perfoemance based Increment in June each year for all Employees who are covered by this Agreement and in active service at the time of execution of this Agreement, will be increased as per the schedule below effective 1st June 2014. This Schedule will be applicable for the period June 2014 to May 2017.

Grade	Years of Experience	Increase 2014 LKR	Increase 2015 LKR	Increase 2016 LKR
	1 - 2 years	150	250	400
	2 - 3 years	250	400	500
	3>&< 5	1,000	1,250	2,250
1	> 5 & < 10	2,000	2,500	3,500
	> 10 & < 15	2,500	2,750	3,750
	> 15 & < 20	3,000	3,500	4,500
	> 20	3,250	4,000	5,500
	1 - 2 years	200	350	550
	2 - 3 years	300	550	850
	3>&< 5	1,250	1,500	2,500
2	> 5 & < 10	2,250	2,750	4,000
	> 10 & < 15	3,000	3,250	5,000
	> 15 & < 20	3,750	4,250	6,500
	> 20	4,500	5,750	7,750
	1 - 2 years	300	450	700
	2 - 3 years	400	650	1,000
	3>&<5	1,500	1,750	2,750
3	> 5 & < 10	2,500	3,000	4,250
	> 10 & < 15	3,750	4,250	6,500
	> 15 & < 20	4,000	4,750	7,250
	> 20	5,500	6,250	18,250

grade	Years of Experience	Increase 2014 LKR	Increase 2015 LKR	Increase 2016 LKR
	1 - 2 years	400	550	800
	2 - 3 years	500	800	1,200
	3>&< 5	1,600	1,850	2,750
4	> 5 & < 10	2,750	3,250	4,750
	> 10 & < 15	4,000	4,250	7,000
	> 15 & < 20	4,750	6,000	7,500
	> 20	6,000	7,000	10,000
	1 - 2 years	500	750	1,000
	2 - 3 years	600	1,000	1,500
	3>&< 5	1,750	2,000	3,000
5	> 5 & < 10	3,250	3,750	5,000
	> 10 & < 15	4,250	5,250	7,250
	> 15 & < 20	5,250	6,250	8,250
	> 20	6,500	7,750	10,750
	1 - 2 years	600	850	1,250
	2 - 3 years	750	1,250	1,750
	3>&< 5	2,000	2,250	3,250
6	> 5 & < 10	3,500	4,000	5,500
	> 10 & < 15	5,000	6,000	8,000
	> 15 & < 20	6,000	6,500	9,000
	> 20	7,000	8,000	11,500
	1 - 2 years	700	1,000	1,500
	2 - 3 years	900	1,500	2,000
	3>&< 5	2,250	2,500	3,500
7	> 5 & < 10	4,000	5,000	6,500
	> 10 & < 15	6,000	6,500	9,000
	> 15 & < 20	7,000	8,000	11,500
	>20	8,500	9,500	12,000

For those who are below the revised minimum salary scales under clause 8.1, the annual fixed and performance based increments will be added to the revised minimum point in September 2014.

- 10. Special Premium Allowance.— Generally there will be no Special Premium allowances for Staff in grades 1 7 covered by this Agreement. However, those who are enjoying the benefit as at 31st May 2014 will continue to enjoy such special premium allowances applicable for such particular job categories at present. However such special premium allowances will not be applicable to those who are appointed for such job categories with effect from 01st June 2014. The Company reserves the right to assess the market conditions and determine whether any such premium is applicable for any such job or category of jobs in terms of attracting or retaining staff based on prevailing market conditions at a particular period of time and to determine the quantum of such premium.
- 11. *End of year payment.*—It is agreed by the Parties that the Company shall implement the End of Year Payment Scheme as set out below, in place of the Profit Share Incentive Scheme, from 2014 onwards. The Payment shall be split equally between December and April payrolls for tax efficiency, in respect of annual performance appraisal rank obtained by each Employee.

Scenario 1 - For staff who are drawing more than Rs. 50,000/- in Monthly basic salary, payment to be capped at Rs. 50,000/- subject to attaining rank 1,2 or 3

Scenario 2 - For staff who are drawing less than Rs. 50,000/- in monthly basic salary, 75% of their monthly basic salary shall be paid subject to attaining rank 1, 2 or 3.

Scenario 3 – No. incentive payment shall be paid for any other performance rank.

It is agreed by parties that the Employees covered by this Agreement shall, when required to attend training programmes, refrain from claiming overtime during the first 8 hours of such training.

In the event there being a requirement to formulate a more favourable scheme, as an outcome of the case relating to the 13th month incentive, the Company and the Union shall discuss such outcome and agree on the way forward in relation to this payment.

12. Attendance Incentive Payment. —

12.1 Effective 1 st January 2014 for the calendar year 2014 onwards, an Attendance Incentive Payment will be payable to Graded staff in grades 1 to 7 based on their individual attendance in the calendar year (with payment based on the actual basic salary at the end of that calendar year on 31st December being made at the beginning of the subsequent calendar year split equally between the end - February and the end - March payrolls for tax - efficiency) depending upon the number of days of Non - cumulative Privilege Leave and casual Leave unutilised during the calendar year as follows:

Days of casual/ non cum. privileg unutilisted in the calendar ye	00	Office Staff
14 days	150% of Basic Salary	100% of Basic Salary
12 - 13 days	125% of Basic Salary	85% of Basic Salary
10 - 11 days	100% of Basic Salary	70% of Basic Salary
8 - 9 days	75% of Basic Salary	50% of Basic Salary
6 - 7 days	50% of Basic Salary	35% of Basic Salary
Less than 6 days	NIL	NIL

- 12.2 If an employee is marked as "unauthorised absence/ approved no pay" then such days will also be included with the days of Non cumulative privilege leave and casual leave utilised for the purpose of calculating eligibility for this attendance incentive payment.
- 12.3 For the avoidance of doubt, in the case of Graded Staff covered and bound by this Agreement, the applicable monthly salary for any annual attendance payment shall be monthly basic salary only as defined in section 8 of this Agreement.
- 12.4 The staff to be entitled for this Payment should have been in employment for the full calendar year ending 31st December.

13. All other allowances. —

13.1 Long - Service Allowance.—

The Long Service Allowance will be added to the basic salary of those Employees who are enjoying the benefit as at 30 th September 2014 with effect from October 2014 at the current rates and the Long Service Allowance shall be ceased to be in effect from Ocober 2014.

13.2 Regular Shift Allowance (Day, Night shift pattern).-

All Graded Staff covered by this agreement who are on rostered shift patterns comprising of Day and Night shifts will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (Rs) per shift of:

	At least 6 but less than 10 hours	10 or more nours
Weekdays (Day)	Rs. 150 per shift	Rs. 200 per shift
Weekdays (Night)	Rs. 150 per shift	Rs. 350 per shift
Week Ends (Fri - Sun)	Rs. 150 per shift	Rs. 400 per shift

This daily shift allowance applies to all types of shift work patterns and is based upon the scheduled rostered working hours (excluding breaks) of the shift, regardless of the pattern of shifts (including early shifts and night shifts). This daily shift allowance is only paid if either the rostered shift is worked in full (or substituted by company - provided training) or during annual leave based on notional shifts, but this daily shift allowance is not paid during sick leave or casual leave or any other type of leave or absence. If an employee is also required to work a full additional shift (of 6 hours or more) as overtime then the shift allowance will be paid as well as any applicable overtime payments. The normal core office hours of 08.00 - 16.30 on Mondays - Fridays inclusive is regarded as the regular day pattern, and is not a rostered shift pattern.

Shift allowances earned in one calendar month will be paid in the payroll at the end of the subsequent calendar month.

Employees may swap shifts with each other by mutual consent and with the prior written approval from the Manager (or Supervisor or Authorised Officer) on a case - by - case basis, subject to the shifts being swapped being identical in working hours, and maximum of three swaps per Employee per month.

The above enhancements will come into effect from the date of signing the Agreement.

13.3 Day only Shift pattern.- The normal core office hours of 0800 - 1630 on Mondays - Fridays inclusive is regarded as the regular day pattern. However, if a staff is rostered and requires to work on core office hours, including Saturdays, and/ or Sundays and/ or Poya days, they will receive a daily shift allowance for each shift actually worked, expressed in Sri Lankan Rupees (RS) per shift of:

Grades	At least 6 but less than 10 hours
1-3	Rs. 70 per shift
4-7	Rs. 85 per shift

The above enhancements will come into effect from the date of signing the Agreement.

13.4 Uniform Allowance.-

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Effective 1st September 2014, all Employees in grades 1-7 inclusive required to wear a uniform full-time will receive Rs. 700 with effect from 01 June 2014. This laundry allowance is intended to reimburse expenses to the Employee by paying part of their uniform cleaning bills and is intended as a subsidy rather than payment in full of all laundry expenses.

13.5 Tea Allowance.-

Effective 1 st September 2014, the monthly tea allowance for all Graded Staff in grades 1-7 will be Rs. 1,000 per

13.6 Warm-clothing Allowance.—

The warm clothing allowance for Graded Staff in grades 1-7 who are required to perform duty-travel to overseas locations where warm-clothing is deemed necessary is US\$ 150 every five years.

13.7 **Transportation.**–

There is no transportation allowance for Graded Staff in grades 1-7 inclusive. However, the company will facilitate bus transportation to all Graded Staff in grades 1-7 who wish to use the bus system as per the existing route structure.

13.8 Job-Related Allowances.—

The following allowances will apply on a job-related basis to applicable qualified Graded Staff in grades 1-7 effective 1 st June 2014. It is agreed by both parties to review the job related allowances mentioned (a) to (o) given below by September 2015.

- (a) The Apron Driving Allowance for all staff who are regularly required to use a current and valid apron driving permit (excluding those who are designated and/or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving) will be Rs. 850 per month.
- (b) **The Apron Driving Allowance** for all staff who are occasionally required to use a current and valid apron driving permit (excluding those who are designated and/or paid as either Drivers or Equipment Operators or similar where their normal job duties include apron driving) will be Rs.275 per month.
- (c) **The Equipment Operator Allowance** for all staff who are qualified and required in writing to operate aircraft equipment (such as MDLs, Steps, JCPLs) will be Rs. 3,000 per month. (but no employee may receive both an apron driving allowance and an equipment operator allowance).
- (d) **The Towing Allowance** for staff who are qualified and required in writing to perform the functions of a Push-Back Operator will be Rs. 4,000 per month.
- (e) The Toilet draining Allowance for staff qualified and required in writing to perform toilet draining activities by bowser truck will be Rs. 1200 per month.
- (f) The Toilet overhaul Allowance for staff qualified and required in writing to perform toilet overhaul activities as part of major engineering check will be Rs. 900 per month.
- (g) The Load-sheet Allowance for staff who are qualified and required in writing to certify and authorise UL load- sheets will be Rs. 750 per month. IN addition, for staff who are holding licenses to certify and authorise load-sheets of other airlines, will receive a payment of Rs. 500 per month per certification up to a maximum of 4 certifications per month. Total monthly payment for certifying and authorising load-sheets of other airlines should not exceed Rs. 2,000 per month. (The maximum amount with UL certification and authorisation would be Rs. 2750)
- (h) The Dangerous Goods (DGR) Allowance for staff who are qualified and required in writing to handle dangerous materials will be Rs. 3,000 per month.
- The Lift-Operator Allowance for staff qualified and certified required to operate the snoker lift will be Rs. 800 per month.
- (j) The Staff Travel Cash -Handling Allownace for staff required to handle and be responsible for cash as an additional duty in the Staff Travel Section will be Rs. 350 per month.
- (k) The Payroll Cash -Handling Allownace for staff required to handle and be responsible for cash in the Payroll Section will be Rs. 900 per month.
- (1) The Traffic Cash -Handling Allownace for staff required to handle and be responsible for cash in either the Traffic (excess baggage) Section or Cargo Section will be Rs. 2,000 per month.
- (m) The Tool Box Allowance for staff required to keep and maintain their own box of tools (which they can purchase from the Company by salary deductions.) will be Rs. 2,500 per month.
- (n) **The P&E Vehicle Testing Allowance** for staff in Plant & Equipment Section who are required to drive/operate equipment/vehicles on the Apron and other areas within the Company premises for certification and testing purpose will be Rs. 750 per month.
- (o) The Shift Leader Allowance paid to staff in grade 3 and grade 4 would be Rs. 750 per month.

The following allowances will apply on a job-related basis to applicable qualified Graded Staff in grades 1-7 effective 1st June 2014.

- (p) Duty Fuel Reimbursement for staff required to perform commercial sales visits will be 138 liters per month, reimbursed based upon actual usage on production of receipts.
- (q) Flight- Dispatcher Allowance for staff certified under ICAO-201 and qualified and required to perform the duties of a certified Flight Dispatcher will be;

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Rs. 5,000 per month for flight dispatchers for the first five years after certification Rs. 10,000 per month for flight dispatchers from the sixth year onwards after certification.

Rs. 35,000 per month for flight dispatchers from the sixth year onwards after certification for those who perform flight dispatch duties on a daily basis as their main job function.

- (r) **The Employees who are on acting appointments** will receive an allowance of 6% of their salary effective from the date of the acting appointment.
- (s) For employees who gets involved in Sky-Marchal activities will be paid Rs. 500/- per incident (per occasion).

13.9 Meal voucher value.-

If and when operational staff are required to continue their shifts due to exigencies of work, they are provided with Meal Vouchers to purchase meals from the cafetaria of the Sri Lankan Catering or to en-cash them at any Company Cashier. The amount of the meal voucher will be Rs. 400 effective from the date of signing this Agreement.

13.10 Approval Allowances.-

Where an individual Employee in grades 1-7 inclusive is required by the Company to hold and utilise a current and valid recognised engineering approval type then the associated approval allowance payments will be in accordance with the applicable SriLankan Licensed Aircraft Engineers Terms & Conditions.

13.11 Other Allowances.-

There are no other allowances or payments that apply to Employees who are locally employed in grades 1-7 inclusive of the Graded staff grade structure other than those listed in this Agreement. However it is agreed by both parties to consider the following allowances proposed by SLNSS by September 2015.

- (a) A/C Dispatcher Allowance
- (b) Steam Cleaning Allowance
- (c) A/C Toilet Cleaning Allowance
- (d) X-Ray Machine Operator Allowance
- (e) Crew Scheduling Allowance
- (f) Cargo Equipment Operator Allowance
- (g) Haxardous Chemical Allowance
- (h) Visa Checking allowance
- (i) Coach Driving Allowance
- (j) Special premium allowance for IT

14. Income tax and statutory deductions.-

- 14.1 It is agreed by all parties that the individual Employee is at all times fully responsible for their own income tax liabilities and payments and for payment of any other statutory employee contributions and deductions.
- 14.2 There will be no income tax subsidies or rebates or payments by the company of any kind for any Employee of the Company.

15. Productivity.-

All parties have agreed in principle that they will fully co-operate together to achieve the productivity goals of the Company. This co-operation will extend to improving efficiency through productive and flexible rosters, improved work practices and reduced absenteeism. The Company will conduct appropriate training for SLNSS and all Employees on productivity issues and other related topics.

16. Two Year No-pay leave.-

As discussed and agreed with the Union at the time of CBA negotiations, the Company will permit a period of up to two-year nopay leave for the following purposes:

- (a) To pursue further training or a course of studies where such training or course of studies is relevant to the field of work in which the Employee is engaged, provided that the Department Manager recommends that the Employee can be released for the period of no-pay leave with/without replacement, and the Chief Officer/Head of Division approves the recommendation.
- (b) For any other reasonable purpose, including overseas employment (but not for employment in Sri Lanka), if the Departmental Manager recommends that the Employee can be released for the period of no-pay leave with/without replacement, and the Chief Officer/Head of Division approves the recommendation.

A maximum of 24 graded Staff in permanament employment in grades 1-7 inclusive, subject to a maximum of 3 staff from one department / section will be permitted at any one time to be on no-pay leave as per the conditions of this section. In order to be considered for no-pay leave, an Employee must have completed at least ten years of continuous service with the Company, and consideration for such no-pay leave will only be given once per employment lifetime per Employee.

Employee requesting for such no-pay leave should forward the application through the respective departmental manager, to Human Resources Division.

During the period of no-pay leave, all benefits will be suspended as per the rules and regulations governing this policy for upto two-years no-pay leave. Also the period of no-pay leave will not be considered as being part of active service.

The maximum period of no-pay leave is two years, and under no circumstances will extensions be considered. whilst on no-pay leave, the Employee will be required to sign a bond to the Company as per the rules and regulations governing this policy for upto two-year-no-pay leave.

The Company will make necessary arrangements to fill the vacant positions (if necessary) during the period of no pay.

17. Conditions for Granting Union Subscription Check off.—

- 17.1 Whilst the Company's policy of recognizing a union as a bargaining agent shall be if it maintains a membership of not less than 40% in terms of its policy of granting union subscription check off, such a facility shall be granted to SLNSS and any other recognized union, only if the union maintains a membership of not less than 51% of the graded Staff employed in grades 1-7 inclusive in a permanent capacity by the Company in Sri Lanka and so long as this Agreement subsist.
- 17.2 The Company shall on the written request of an Employee, (which is made throught the Union), deduct from their monthly salary due to such Employee the current monthly SLNSS dues as are specified by the Employee to be the payable monthly to the SLNSS, and remit the amount so deducted to the SLNSS in accordance with the procedure and upon and subject to the conditions hereinafter set forth.
- 17.3 Every Employee shall be entitled to withdraw their agreement to check off at any time by signing a statement of revocation to that effect and forwarding it to the Company. If this statement of employee does not come throught the Union, the Company agrees to inform the Union of such resignation. Once the Union is informed, the Company will take action to cease check off effective from two weeks from the date of receipt of such intimation from an employee.
- 17.4 As far as practicable possible, any deductions from an Employee under an authorisation (subject to 17.2) shall cease from the date of receipt of revocation cancelling such authourisation provided that:
 - (i) the Company shall not liable in any manner whatsover to the SLNSS or the Employee concerned for failure to comply with sub clauses 17.2 or 17.3 above.
 - (ii) that the Company has sole discretion to be entitled not to make duductions by way of check off in any month in which the deductions by way of check off will together with all other deductions from the salary of an Employee in that month, exceed the maximum deductions permitted by law.
- 17.5 During the validity period of this agreement, if the Company is of the view that the Union is not commanding a 40% of membership from among all the graded staff, (grades 1-7), locally employed), the Company shall summon a meeting with the SLNSS at the Employers Federation of Ceylon (EFC) and produce evidance to the satisfaction of the Union. If the Union is not satisfied and if the issue becomes a dispute, Union may resort to grievance and dispute procedure.
- 18. *Grievance and Dispute Procedure.* In the event of any dispute or grievance between an Employee or Employees and the Company it is agreed by parties that they shall settle such grievance and/ or dispute by strictly adhering to the Grievance and

Disputes Handling Policy applicable to the Graded Staff as specifically set out in clause 18.8 in the 'People Administration and Engagement Policy Manual' to resolve such grievance and/ or dispute.

Parties commit themselves to uphold the terms of this Agreement in the spirit of collective bargainning and foster mutual understanding at all times with objective of maintaining industrial peace and harmony at the work place as well as safeguard each other's best interest.

19. Trade Union Action.-

- 19.1 The SLNSS and all parties covered and bound by this Agreement jointly agree with the Company that during the continuance of this Agreement they shall not engage in any strike or other form of Trade Union action in respect of any matters covered by this Agreement.
- 19.2 In the event of a breach of this Agreement by the Union, the Company reserves the right to withdraw all or any of the facilities or benefits granted to the SLNSS, without prejudice to the right of the Company to restore such facilities or benefits upon such terms and conditions as the Company may decide.
- 19.3 In the event of a breach of this Agreement by the Company, the Union reserves the right to make representations to the Commissioner General of Labour.

20. *Trade Union Facilities.* The Company will grant facilities to the SLNSS as follows:

- (a) Union facilities and the right of representation on matters of general application shall be dependent on the Union having not less than 40% of the Graded Staff in its membership.
- (b) On written request of the Union, 02 employees nominated by the Union, will be released on full time basis for trade union activities. (and the Company may from time to time also permit a third Employee at the sole discretion of the Company). Employees so released for full time Trade Union work shall be paid their monthly basic salary (inclusive of standard allowances such as the tea allowance and the uniform allowance) and shift allowance. Other functional / job related allowances shall not be paid.
- (c) 4 hours duty leave on a monthly basis shall be granted to a maximum of 30 Executive Committee members of the Union for Executive Committee Meetings. On request a classroom or a suitable place might be provided.
- (d) The Union Official or Official released on full time basis are entitled to attend discussions on Employee problems with the Employer. The Union Representative from the relevant Section or Department shall be entitled to be present at such discussions provided that the operational requirements of the Company are not disurpted in any way.
- (e) All other Trade Union activities shall be performed by the Union members and officials outside working hours and outside Company premises other than the 2 officials released on full time basis for trade union activities plus a maximum of 4 Executive Committee Members, at any given time. This shall not prejudice the rights of members to use the Union Office within reasonable limits.
- (f) The Management will, at its discretion, grant leave to members nominated by the Union to attend Trade Union seminars, functions and meetings outside Company premises, subject to the exigencies of work in the respective Departments.
- (g) Management will provide following duty travel facilities to Trade union Representatives who receive invitations to attend International Trade Union Meetings, Seminars and conferences, provided that the operational requirements of the Company are not disrupted in any way due to their non - availability at work:
 - On 2 occassions per year, a maximum of two trade union Representatives per occassion will be granted tickets on 'firm' basis on UL Network only. Applicable duty travel allowances will be granted on these two occassions.
 - The next two occassions (after using the first two occassions), a maximum of two trade union Representatives per occassion will be granted tickets on 'firm' basis on UL Network only. However, duty travel allowance will not be granted on these two occassions.
- (h) Executive Committee members of the Union will be granted duty leave for any discussion with the prior approval of the Management, provided that the operational requirements of the Company are not disrupted in any manner.

- In applying for duty leave for Trade Union work the member will make a Duty leave Application accordingly to Company Leave Procedures.
- (j) Company will provide a suitable office space and facilities such as a fax machine, telephone, furniture, computer with basic IT facilities to the Branch Union.
- 21. Welfare Society.—The Company agrees to have one of the SLNSS branch members to participate at the monthly meetings.
- 22. Festival Advance. The Company has agreed to a Festival Advance of Rs. 25,000, in keeping with the current policy.
- 23. *Meeting with CEO.* The Company agrees to grant the union, the facility of having a meeting with the Chief Executive Officer, once in 3 months.
- 24. *Meeting with Head of Human Resources.*—The Company agrees to grant the union, the facility of having a meeting with the Head of Human Resources, once in 2 months.
 - 25. Signatures of Agreement

IN WITNESS WHERE OF the parties hereto have casued their authorized representatives to set their hands hereunto and to four other of the same tenor on this Sixteenth day of October, Two Thousand and Fourteen, in Katunayake.

for and on behalf of: for and on behalf of: SRILANKAN AIRLINES LTD THE SLNSS Mr Kapila Chandrasena Mr. Leslie Devendra Chief Executive Officer General Secretary - SLNSS Mr Pradeepa Kekulawala Mr. Prasanna Weliwita Head of Human Resour President - SLNSS. SriLankan Airlines Branch Mr Chanaka Olagama Mr. Janaka Wijayapathirana Head of Service Delivery General Secretary - SLNSS, SriLankan Airlines Branch WITNESSES: Mrs Buddhika Manage Mr. Nihal Wimalasiri Senior Manager HRD & BP Treasurer - SLNSS, SriLankan Airlines Branch Forwarded for Gezetting. SRILANKAN AIRLINES LIMITED. Director, 01 - 1074

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My No. : CI/ 1545.

THE INDUSTRIAL DISPUTES ACT-CHAPTER 131

The Collective Agreement entered into between Standard Charted Bank, 37, York Street, Colombo 01 of the one part and The Ceylon Bank Employees' Union, 20, Temple Road, Colombo 10 of the other part on 11th day of September 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).

> M. D. C. AMARATHUNGA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 07th January, 2016.

Collective Agreement No. 25 of 2015

COLLECTIVE AGREEMENT - 2015

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This Collective Agreement made on this 1st day of April, 2015, between Standard Chartered Bank, a Bank duly registered in Sri Lanka and having its registered office at 37, York Street, Colombo 01. (hereinafter referred to as 'the Bank')

of the One Part

AND

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered Office at 20, Temple Road, Colombo 10, (hereinafter referred to as 'the Union')

of the Other Part.

WHEREAS the Union made demands for re-negotiation of the Standard Chartered Bank Collective Agreement of 2012 which came into effect on 1st April 2012 and subsequent to negotiations between the Bank and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Bank, the Union and the employees and maintaining and 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 Standard Chartered Bank (the Bank), The Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Bank and who are employed in any of the categories as at the date of signing this Agreeement and for whom a salary ranges have been prescribed in this agreement in the First Schedule hereto (hereinafter referred to as the employees). This Agreement shall not Cover and bind any employee who is an officer, Assistant Manager, Manager or any other Staff on Special rates of Pay.
- 2. *Date of Operation and Duration.* This Agreement shall come into force on the 1st April 2015 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st March 2018. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2017.
- 3. *Earlier Agreements.* This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the Standard Chartered Bank Collective Agreement of 2012 shall stand repudiated in respect of the parties hereto.

4. *Matters Covered and Bound.*— This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union and in respect of which negotiations took place between the parties before the conclusion of this Agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were discussed and negotiated between the parties preceding this Agreement except to the extent agreed.

The Union and its members shall not during the continuance in force of this Agreement seek to very, 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 with the Bank.

- 5. *Consolidated Salary.* Every Employee covered by this Agreement in service as at the date of Signing this Agreement shall, from the 1st April 2015, be placed on the salary range set out in the First Schedule hereto, which salary has been consolidated taking into consideration the payment in lieu of Cost Living stipulated in Clause 7(1).
- 6. *Immediate Increase and Conversion to Salary Ranges.* For the placement of an employee on the salary ranges applicable in the First Schedule, the following provisions shall apply. All employees in service as at 31st March 2015 shall be entitled to the following increases:
 - (i) A sum equal to 18% (Eighteen Percent) of the gross salary (salary plus Cost of Living Allowance) payable as at 31st March 2015, shall be added to the salary of such employees with effect 1st April 2015.
 - (ii) A sum equal to 2% (Two Percent) of the gross salary (salary plus Cost of Living Allowance) payable as at 31st March 2015, shall be added to the salary of such employees with effect from 1st April 2016.

7. Allowances.-

(I) Cost of Living Allowance.-

Parties are agreed that the following shall be the payment in lieu of the monthly cost of living allowance for the duration of the Collective Agreement.

- (a) Rs. 22,000/ with effect from 1.4.2015;
- (b) Rs. 23,500/ with effect from 1.4.2016;
- (c) Rs. 25,000/ with effect from 1.4.2017;

Provided, however, in the event of the Department of Census & Statistics publishing a linking factor pertaining to the rate of payment in relation to the colombo Consumers' Price Index (Base Year 2002) and the CCPI (Base year 2006/2007) and if your union makes a request for a meeting to discuss the modalities of making this payment, the Bank would be agreeable to do so.

(II) Disturbance Allowance.-

With effect from 01st April 2015, an employee called upon to report for work before 7.00 a.m. shall receive Rs. 500/- per day, and if required to report before 6 a.m. shall receive Rs. 700/- per day.

(III) Teller Allowance.-

With effect from 01st April 2015, teller will be paid a monthly risk allowance of Rs. 3,000/-, This allowance shall be payable at the end of each quarter (i.e. March, June, September and December each year). This amount will be pro-rated for periods less than one month by dividing Rs. 3,000/- by 30 and multiplying by the number of days the employee has worked in the capacity of a teller.

The payment of the teller allowance will be made subject to the following conditions;

- 1. The payment of the teller allowance can be suspended to those employees who are found to be negligent in performing duties, after due inquiry.
- 2. Any cash shortage which cannot be recovered through insurance will be set off against the teller's allowance
- 3. The Teller allowance will not be included for the purpose of computing consequential benefits.

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(IV) Travelling Allowance.-

The Bank will continue the existing practice of granting a traveling allowance of Rs. 1,000/- per month will be paid to all employees covered and bound by the Collective Agreement.

Transport will be provided to all employees working after 7.30 p.m.

(V) Night Shift Allowance.-

With effect from 01st April 2015, a Night Shift Allowance of Rs. 800.- per shift will be paid to staff members who are required and authorized by Management to work from 8 p.m. to 8 a.m.

8. Annual Salary Increments .-

With effect from 01st April 2015, the annual increments awarded to employees covered and bound by this Agreement will be based on the employee's performance during the previous calendar year.

(I) Annual Increment Date-

The annual increment date for all employees will be 1st of March each year thereafter.

(II) Assessment of Performance-

The annual increments awarded to staff will be based on such staff member's performance, during the previous calendar year, ending 31st December of each preceding year, based on a Performance Assessment Review which will be carried out by the staff member's Line-Manager.

The performance of the staff member will be assessed in terms of a rating on a scale of 1 to 5; in terms of which 1 will be the highest performance level and 5 will be the lowest performance level on the scale.

(III) Annual Performance Increment and Quantum.-

In terms of the above ratings, a minimum annual increment of 5% of Gross salary as at December each year will be paid (except in the case of an employee's increment being differed/stopped or suspended on account of disciplinary action) in the succeeding year during the duration of this agreement, as stipulated in Clause 8(1).

Performance increments in excess of the above may be granted at the absolute discretion of the Bank, subject to a maximum limit of 10%, to recognize and promote higher levels of performance.

Provided however, an employee's basic salary on receiving such an increment will not exceed the maximum salary point set out in the salary range in Schedule 1 hereto. In the event of an employee reaching the maximum salary point on the range, the amount of the salary increment granted over and above the maximum salary point will be paid as an annual lump sum performance bonus. The calculation for this payment will be the amount in excess of the maximum salary point on the range, as per the increment granted, multiplied by twelve. This lump sum performance bonus shall not attract any consequential benefits such as overtime, terminal benefits etc.

It is also agreed by the Union to accept the 5% increase in salaries granted in March 2015 as the performance based annual increment component of employees covered and bound for the year 2015.

- 9. Grading Structure. Those covered and bound by this agreement are employees at Grade 10.
- 10. **Promotions.** Without prejudice to the right of the Bank to recruit staff at their discretion into any job grade, the Bank will consider suitable employees for promotions to higher job grades, based upon the Bank's needs and vacancies that may arise from time to time. The decision of the bank in respect of selection for promotion shall be final and conclusive. Consideration will be given to performance, qualifications, experience and merit when selections are made. A minimum increase of 5% of basic salary will be granted when being promoted to a higher grade, in addition to the annual increment subject to the provisions and conditions in Clause 8 (III).

In addition to staff being recommended by their Senior Manager, staff may be granted the opportunity of directly making their own applications for consideration. Vacancies will be filled with existing staff wherever possible, however if applicants for such vacancies do not meet the required standards, the Bank will recruit externally.

11. Provident Fund.-

(I) Rate of Contribution. -

The rates of contribution to the Provident Fund by the Bank as at the date of this Agreement which are as follows shall continue in force subject to the rules of the Provident Fund:

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

(II) Interest on Provident Fund Contribution held by the Bank.-

The Bank, with whom all Provident Fund monies have been invested shall pay the rate of interest paid on 12 months' Fixed Deposits for a sum of Rs. 100,000/= published by the National Savings Bank prevailing as at the 1st January each year, on the net Provident Fund monies invested by the Bank.

Provided however that the Committee of Management of the Provident Fund shall be entitled to call a meeting of the General Membership whenever it is deemed necessary in order to decide on suitable investments of the Fund and the returns from tme to time.

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

APPLICABLE TO THOSE EMPLOYEES NAMED IN SCHEDULE 2

Where an employee shall cease to be employed by the Bank in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employee's Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and consolidated basic salary actually contributed by the Bank.

From 01.01.1981 to 30.09.1991 - 12% of gross salary

Prior to 31.12.1980 the Employer's minimum rate of contribution was 9% of total earnings (gross salary), which was less than 10% of consolidated basic salary, and therefore no deficiency arises.

The rate of contribution by the Bank, increased from 10% to 12% of gross salary with effect from 1st October, 1991 and therefore no deficiency arises thereafter.

Accordingly, deficiency in Provident Fund - Employer's Contribution will only arise in respect of the period 01.01.81 to 30.09.91 and will be computed by dividing the aggregate employer's contribution during this period by 10 and multiplying same by 2 to make good the 2% deficiency.

12. Terminal Benefits.-

(I) Pensions.—

The Bank operates two pension schemes.

All current G10 employees will be governed either by the SCB or SCGB pension schemes.

(a) SCGB Pension Scheme (Applicable to employees listed in Schedule 2).—

(i) Pension - Retirement

An employee shall, upon reaching the age of retirement, *i.e.*, 55 years and who is in the permanent employment of the Bank at such time, and shall have completed not less than ten (10) years of actual continuous service (excluding absence/ leave without pay), be entitled to a pension computed on the following basis, provided however, than an employee between the

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age of 50 and 55 years, who shall have completed not less than 10 years of service, in the manner referred to above, may opt to retire, subject however, to granting the Bank the stipulated period of notice of retirement.

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Number of completed years' Service Monthly salary payable for the month of (maximum 35 years) + 5X retirement + COLA 60

(ii) Pension - Premature Retirement on Medical Grounds/ Disability.—

An employee who is found to be unable to continue to perform his or her duties as a result of infirmity/ disability as certified by the Bank's doctor/ Medical Specialist/ Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continous service (excluding absence/ leave without pay) shall be entitled to a Pension computed on the same basis referred to at Clause 121 a(i) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a Pension or such compensation as opted by him or her, but not to both. Provided further, that in the case of any employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre - acceptance of Pensions as provided herein, will not restrict the right of such employee in subsequently claiming any balance compensation, under any written law.

(iii) Commutation of Pension - In Lieu Of Pension Rights.-

An employee who is entitled to receive a pension in terms of Clause 121a) (i) & 121a) (ii) above may at his discretion opt for the payment of a commutation of pension in lieu of his pension rights.

The payment will be computed on the following basis;

Number of completed years Service $2 \times (Monthly salary payable for the$ month of retirement + COLA (maximum 35 years) + 5

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in Bank's contribution to the Provident Fund, to an employee not paid a pension, in terms of Clause 12 1 (a) (i) & 121 (a) (ii) above.

(b) SCB Pension Scheme

(i) Pension -Retirement

With effect from the date of this Agreement, and employee entitled to a pension in expressed terms of his employment shall, upon reaching the retirement age of the Bank and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay), be entitled to a monthly pension computed on the following basis:

> Number of completed years 2 × Monthly (Salary payable in the month of retirement + COLA Service(max 35 years) + 5

(ii) Pension - Premature Retirement on Medical Grounds/Disability

An employee who is found to be unable to continue to perform his duties as a result of infirmity/ disability as certified by the Bank's Doctor/ Medical Specialist/ Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding) absence/ leave without pay) shall be entitled to a Pension computed on the same basis referred to at Clause 121 b(i) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a Pension or such compensation as opted by him, but not to both. Provided further, that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre - acceptance of Pension as provided herein, will not restrict the right of such employee in subsequently claiming any balance compensation, under any written law.

(iii) Lump Sum Gratuity in Lieu of Pension Rights.-

An employee who is entitled to receive a pension in terms of 12 1 (b) (i) or 12 1 (b) (ii) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising there from. The payment will be computed on the following basis:

No. of completed years $1.5 \times (basic salary plus)$

Service (max. 35 years) plus 5 × Cost of Living Allowance calculated for

the month of retirement)

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 12 1b) (i) or 12 1 b) (ii) above.

(iv) Commuted Pension.-

- (i) At the option of the employee at the time of retirement on or after 1st April 2006, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payments as provided for in the agreement and who opt for such commuted pension.
- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

II. Death Gratuity-

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two month's gross salary for each year of completed service subject to a minimum of twelve month's gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them.

In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary plus Cost of Living Allowance.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' Compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence of an accident which entitled him to compensation, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

III. Gratuity upon Resignation/ Termination Prior to Retirement-

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aformentioned Clauses 12 1 (a) and 12 1, (b) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5 and the Cost of Living Allowance referred to at Clause 7 (a) hereof.

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

No benefits granted under these rules shall be assignable or transferable to any person or corporation other than the Bank. The Bank would, however, have a right of lien over benefits in the event of fraud or dishonesty by any employee, resulting in a loss to the Bank.

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13. Funeral Assistance. – With effect from 01st April 2015, the Bank will grant assistance to the family of a staff member, who expires while in service, by way of meeting the actual cost of funeral expenses, subject however, to a maximum limit of Rs. 100,000.

The Bank will also grant assistance to an employee in service, in the event of the death of a spouse or child (below 21 years of age). In such an instance, the bank will assist to meet the actual cost of funeral expenses, subject to a maximum limit of Rs. 50,000.

In addition to the above, the Bank will assist to meet the cost of funeral expenses in the event of a death of a parent (this may include father/mother whether it be the biological, adopted or step-mother/father) subject to a maximum of Rs. 20,000.

14. Medical Scheme. -

With effect from 01st April 2015, the following benefits would be made available through the Bank's medical insurance scheme in line with benefits made available for all staff.

(i) Reimbursement of outdoor Medical Expenses (OPD).-

The Bank shall reimburse an employee through an Insurance Service Provider, up to a maximum of Rs. 30,000/- per annum, in respect of medical expenses incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18, parents and parents-in-law, provided however, that any medical claim on this account shall be supported by relevant prescriptions, bills and receipts. Provided further, that the prescriptions or doctors bills shall be from a registered medical practitioner. This facility shall be per annum and non-cumulative. Limits per annum;

(ii) Special Non - Hospitalisation and Non - Surgical Expenditure.—

The Bank will reimburse an employee on a non - cumulative basis a further sum up to a maximum of Rs. 7,500/ = per annum on account of special non - hospitalisation and non - surgical expenses covering the following items only incurred on behalf of the employee and not on behalf of his family members.

- (a) Dentures
- (b) Hearing Aids

Subject to the provisos that no claim is made in relation to items (a) and (b) more than once in three years.

Provided in the case of spectacles the Bank will reimburse an employee a sum of Rs. 20,000/- in lieu of expenses only once every two (2) years. In the case of spectacles the claim must further be supported by documentary evidence as required by the Insurance Service Provider. Any claim made for spectacles will be deducted from the Special Non Hospitalization and Non surgical allowance of Rs. 7,500/- per year.

The Bank at its discretion may consult appropriate medical opinion for confirmation in respect of a claim made under 14(II) above.

(iii) Surgical and Hospitalisation Expenditure --

An Employees would be entitled to the benefit on account of surgical and hospital expenses in respect of hospitalization on his own behalf, of his spouse, unmarried dependent children parents and parents-in-law, up to a maximum limit of Rs. 400,000 (Rupees Four Hundred Thousand) for any one year.

A dependent parent shall only include a parent who resides with and is totally depandent upon the staff member and shall not be in receipt of any source of income/pension/grant etc., as may be verified by the Bank.

The year for this purpose would be a Calendar Year i.e. 1st January to 31st December of each year.

Reimbursement of Surgical and Hospital Expenses is subject to conditions specified by the insurers. Any changes to the conditions of the policy will be applied accordingly.

All payments on account of this facility will be strictly confirmed to the direct payment or reimbursement of actual bills from a nursing home or government hospital.

In the case of admission to a non-paying Government hospital, the staff member will be entitled to a payment of Rs. 1,500/- (One Thousand Five Hundred) per day of admission to meet the cost of travelling and incidental expenses plus the actual cost of any drugs etc. prescribed by the Surgeon/Doctor.

Married family unit consists of employee, spouse and two children, up to two parents of the Employee, and up to two parents-in-law. Unmarried family unit consists of the employee and both parents.

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

(iv) Maternity Grant.-

With effect from 01st April 2015, an employee who is married will be entitled to a grant of Rs. 20,000/- in respect of twin births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.

This grant will be payable via the Bank's insurance provider, under the hospitalization insurance referred to in Clause 14 (III).

15. Retirement.-

- (a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Bank and its employees, and on reaching the age of 55, or any other age mutually agreed upon, an employee shall *ipso facto* retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.
- (b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

16. Bonus.-

Without prejudice to the claim of the Bank that bonus payments are *ex-gratia*, the Bank will each year pay to every employee covered by this Agreement a bonus of two months' salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one year at the rate of one-twelfth of such entitlement in respect of each complete month of service. The salary for this purpose shall include the Cost of Living Allowance payable for that month.

- 17. *Personal Accident Insurance.* The Bank will take insurance cover against compensation payable to staff, resulting from injury or death, arising out of any accident, in Sri Lanka or overseas, 24 hour cover.
 - I. Category of Employees covered

All categories of staff.

II. Limit of Indemnity

 $100\% \ of \ sum \ insured \ would \ be \ equivalent \ to \ 60 \ months \ consolidated \ gross \ salary \ of \ the \ staff \ member \ concerned.$

III. Table of Compensation

Accidental bodily injury

Limit of Indemnity

- (i) Death
- (ii) Total and irrecoverable loss of use of both hands or both feet or one eye and one limb (hand or foot) or one hand and one foot, use of one Eye, one hand or one Foot.
- (iii) Permanent total disablement

100% of sum insured

Occurring within twelve months of the injury or the happening of the event, 100% of sum insured to 50% of sum insured.

100% of sum insured.

Double the scale of compensation to staff engaged in courier of cash and those staff who are engaged as technicians.

DEFINITION - PERMANENT TOTAL DISABLEMENT - Shall mean permanent and complete inability to attend to any part whatsoever of the employee's occupation or any other occupation for which he is fitted, by knowlegdge and training.

IV. Limitations

Benefits under III (iii) above shall be payable only at the end of the 52nd week from the date of injury.

Payment shall not be made under more than one of the scales of compensation specified at III(i), (ii) or (iii) above.

No further liability to make any payment for any employee shall attach to the insurers or the Bank, after a claim under the scales of compensation specified at III (i), (ii) or (iii) have been admitted and become payable.

While the bank will make every effort and care in lodging claims for compensation, it will not accept responsibility or liability in respect of any claims that may not be accepted or in which liability is repudiated by the insures, under any circumstances whatsoever.

18. Loan facilities.-

(I) Housing Loan. -

The Bank shall arrange the Staff Housing Loan through a Service Provider as deemed fit

(a) Eligibility

Five years service with a record of good performance as determined by the Bank. A 3C rating or above, for the past 2 years, will be considered 'good performance.

(b) Limit: Rs. 4,000,000

(c) Quantum of Loan

- (i) The maximum loan entitlement shall be such capital sum as per the above limits which the staff member shall be capable of repaying in full including interest, prior to his/her retirement, within the monthly salary deduction of sixty per centum (60%) of gross salary on account of all loans availed of and other deductions.
- (ii) The loan shall be in respect of 100% of the cost of the house and property, including legal charges and stamp duties and the cost of the single premium life insurance premia. In the case of purchase of land and construction of a house thereon, there should be clear proof to the satisfaction of the management, that the taff member will be completing the purchase of land and construction of a house thereon, within the loan entitlement, i.e. Loans will not be available for partial construction of a house.

(d) Interst

Interest shall be charged monthly on the outstanding balance and shall be recovered along with the principal at 2% per annum.

(e) Repayment

Repayment period shall be extended up to the point of retirement of a staff member.

(f) Security

- (i) Mortgage over property.
- (ii) Promissory Note (where Mortgage has not yet been signed)
- (iii) Temporary decreasing Life Insurance Policy
- (iv) Any other form of security arrangements recommended by the Bank's Attorneys or considered necessary in the circumstances by the bank.

(g) Restrictions

(i) The housing loan facility is a one-off facility that will accrue to a staff member only once during his/her employment except, however, in the case of a staff member who shall sell the house purchased against the loan and repay such loan in full, whereupon such staff member may be entitled to a further loan to purchase another house and property subject to the satisfaction of the Bank that such reinvestment was for the improvement of living standards within reasonable limits of the staff member and family.

- (ii) Loans will be available only to build, re-byild or extend a house, but not for repairs.
 - (iii) In the case of the purchase of a house and property, the needs of such house and property shall be examined by the Bank's lawyers and a Certificate of good title obtained.
 - (iv) Loans will not be granted to staff members who shall not reside in the house being purchased, built or extended, as the case may be.
 - (v) A valuation of the house and property should be obtained from a Certified/qualified Valuer, confirming the value of such house and property.
 - (vi) A certificate of Non-Vesting should be obtained from the Municipal/Urban Council Authorities.
 - (vii) A Certificate to be obtained from the Municipal/Urban Council Authorities that the Municipal rate, electricity, water bills, etc. have been paid in full, upto the date of transfer.
 - (viii) The house and property must be kept in good condition at all times and should be made available for inspection by the Bank from time to time during the operation of the loan.
 - (ix) This facility shall further be subject to the general restrictions specified under "Loans General Restrictions".

(II) Vehicle Loan

Staff vehicle loans shall be arranged through the Bank in line with Bank's policies.

(a) Eligibility

Three years service with a record of good performance as determined by the Bank.

(b) Quantum of Loan

The maximum loan entitlement shall be such capital sum as per the above limits which the staff member shall be capable of repaying in full including interest, prior to his/her retirement, within the maximum monthly salary deduction of sixty per centum (60%) of consolidated gross salary on account of all loans availed of and other deductions. Salary for this purpose shall be the salary drawn by the staff member as at date of application.

(c) Interset

3% per annum, applied monthly

(d) Repayment

Not more than 72 monthly installments in the case of Motor Vehicles and 36 installments in the case of Motor Cycles/Scooters.

In the case of employees with more that 5 years service, the repayment shall be extended to cover a period of 10 years.

- (e) Security
 - (i) Mortgage over vehicle or unencumbered lien over Provident Fund.
 - (ii) Demand Promissory Note pending execution of Mortgage Bond.
 - (iii) Lien over total Provident fund balances.
 - (iv) Comprehensive Insurance Policy to cover the full prevailing market value of the vehicle and cover all risks, including "Learner Driver" where applicable.
 - (v) Registration Book of the vehicle to be lodged with the Bank pending execution of Mortgage bond and registration of same with the Registrar of Motor Vehicles.
- (f) Restrictions.-
- i. The staff member is free to pay more than the minimum repayment installment, subject however, to the restriction specified under "Loans General Restrictions".

- ii. The vehicle to be for the personal use of the staff member concerned and cannot be hired, rented or leased.
- iii. The staff member or spouse must posses a valid driving licence issued by the Registrar of Motor Vehicles, to drive the class of vehicle for which the loan is obtained.
- iv. In the case of a second hand vehicle a Valuation Report should be obtained from the local agent, the Automobile Association of Ceylon or any other Valuer recognized by the Bank and the quantum of loan shall not exceed the amount of such valuation.
- v. In the case of all purchases the payment shall be made by pay Order drawn directly in favour of the seller, for the purchase value of such vehicle.
- vi. The vehicle must be kept in good condition at all times and should be made available for inspection by the Bank from time to time.
- vii. No further loans under this facility will be available to a staff member even though the total has been repaid, in full if such staff member is in possession of a vehicle earlier purchased under the same facility.
- viii. This facility shall further be subject to the general restrictions specified under "Loans General Restrictions".

III. Personal Loan

(a) Eligibility

One year's service, with a record of good performance as determined by the Bank.

(b) Quantum of Loan

Maximum nine months gross salary. Salary for this purpose shall be the salary drawn by the staff member as at date of application.

(c) Interest

4% per annum, applied monthly.

(d) Repayment

Not more than 48 monthly installments.

- (e) Security
 - i. Promissory Note in favour of the Bank.
 - ii. Un encumbered lien over Provident fund total balances.
- (f) Restrictions

Personal Loan enhancements will be available only after repayment of 12 installments.

This facility shall however further be subject to the general restrictions specified under "Loans General Restrictions".

iv. Surgical and Hospitalization Loan.- Where any staff member requests for financial assistance, the bank will grant such staff member a letter addressed to the hospital/nursing home undertaking to settle bills in full, where such hospitalization expenses qualify for reimbursement under the conditions of the Surgical and Hospital expenses Scheme, provided however, that all expenses, hospital charges, etc., which do not qualify for reimbursement, will be recoverable from the staff member concerned, who may if he so desires, request for such recovery in installment. Recovery shall be in no more than 36 monthly installments, interest free.

This facility shall, however, be furner, subject to the general restrictions specified under "Loans-General Restrictions".

V. Festival Advance

(a) Quantum and Conditions

One month's gross salary for any one festival each year of the employee's choice, repayable in 10 equal installments, interest free, provided furthur, that such Festival Advance will not be payable until the Festival Advance paid previously, has been recovered in full.

(b) Restrictions

The total deduction from the staff member's salary including this recovery and all other deductions shall not exceed 60% of the staff members consolidated gross salary.

VI. Loans - General Restrictions

- I Bank Policy of Granting Loans Loans, Unlike salary and prequisites are not automatically due to any employee. Staff loan facilities, at highly concessional rates of interest and very soft repayment periods are regarded by the Bank as a costly fringe benefit, only available to staff with a good record of overall performance. Staff who, therefore, do not possess a good record or performance, as assessed by the Bank will not qualify to enjoy these loan facilities.
- II Repayment Restrictions 60% of Gross Salary Maximum Limit on Account of All Deductions (including loan payments) shall not Axceed 60% While the staff member is free to avail himself of loans in any proportions (subject to the restrictions) under no circumstances whatsover, shall the total deductions from such staff member's monthly salary including all loan deductions exceed 60% of such staff member's monthly gross salary.
- III Repayment Through Salary Only The recognized means of repayment of all Staff Loan Facilities will be exclusively confined to recoveries from monthly salary, except at the time of termination when repayment from balance dues and in cash will be acceptable.
- IV. Accordingly under no circumstances will employee be permitted to manipulate, improve and/or advance their loan facilities under any of the loan facilities by repayment in cash or any other means, excluding normal deductions from salary.
- V. Senior Management Discretion The above terms and conditions will generally apply in respect of all loan schemes referred to in these terms of service. However, the General Manager may exercise his discretion referred to above, to the benefit of any staff member, subject however, to the condition that the restriction pertaining to the maximum period of repayment and the maximum deduction of 40% of his gross salary, as defined in the above scheme cannot be varied and shall strictly apply.
- VI. Cessation of Staff members's Employment In the event of there being a balance outstanding under any loan facility at the date of cessation of a staff member's employment, such balance shall be immediately repayable in full and all concessions enjoyed by the staff member under these terms of service shall cease forthwith.
- VII. Bank's Lien over provident Fund -In terms of the rules of the Grindlays Bank Ceylonese staff Provided fund the Bank enjoys a first and paramount lien on 75% of the aggregate balance, (including interest) lying to the credit of a staff member in respect of any lonas or salary advance or any other dues to the Bank, which the bank may exercise, for recovery in the event of the termination of death of a staff member.
- VIII. Unscured Loans, Reduce provident Fund Loans.—All Staff loans, excluding Housing Loans, are categorized Unsecuted Loans' and, the Provident Fund Committee of Management should be advised that when granting employee loans against their 'Provident fund balance, the entitlement has to be reduced by the total amount of 'UNSECURED' staff loans. Also similary the eligibility under the Staff Loans Scheme will be reduced by the amount of the outstanding Provided fund Loan, i.e. The lien on Provident Fund monies can only be of value if such monies are available to the Bank.
- IX. *Misuse* In the event of any staff member being found to misuse these loan facilities or violating the terms and conditions of any of these Schemes the Bank may at its discretion so advise the staff member and apply the commercial rate of interest on the loan and increase the repayment and also impose any further action it may deem necessary against any such staff member in the circumstances
- 19. **Probation.**—Every employee recruited by the Bank will serve a period of nine months probation subject to the right of the Bank to extend the period of probation by a **further** period of three months.

20. Concessions to Branch Union Office Bearers and General Councillors.-

(a) The Bank shall at its discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements - exclusively on matters pertaining to the Bank.

- (b) It is agreed that Central committee members (General Council) of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a days paid leave shall be granted on two occasions per year to General Councillors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.
- 21. *Special Leave to Visit Outstation Branches.*—The Bank shall permit office bearers of the Union employed by the Bank paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e., if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

22. Overtime.-

- (a) If required by his employer an employee shall work reasonable overtime which has been authorised by the employer, subject to the provisions of any law for the time being in force.
- (b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

23. Annual, Medical and Casual Leave. -

(I) ANNUAL LEAVE

(a) ENTITLEMENT.-

In respect of each year of employment (which means the period January to December) during which and employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 10 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

At the end of the first year of employment the employee qualifies for proportionate leave as follows:

- (a) The full annual holiday of 21 days if his employment commenced on or after 1 January but before 1 April.
- (b) A holiday of 15 days if his employment commenced on or after 1st April but before 1st July.
- (c) A holiday of 11 days if his employment commenced on or after 1st July but before 1st October, and
- (d) A holiday of 6 days if his employment commenced on or after 1st October.

(b) AVAILMENT.-

The availment of all annual leave shall be by prior authorisation of the Bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient. Availments shall be in not more than two installments, each year.

(c) ACCUMULATION.-

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

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

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

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of ninety (90) days and shall not be encashed under any circumstances.

(d) HOLIDAY REIMBURSEMENT.— All employees will be entitled to reimbursement of the expenses incurred by them during their Annual Leave holiday, up to a maximum value of half month's gross once every year. The gross salary for this purpose shall be the gross salary payable to such employee for the month of January entitlement of the respective year. This benefit is non-cumulative and will lapse if not availed of, during the year.

II MEDICAL LEAVE.-

a) ENTITLEMENT .—

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

b) AVAILMENT.—

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

- (a) Where such period of absence exceeds two consecutive days including weekly or other holidays, or
- (b) Where the number of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of ten (10) days.

The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and / or take any action as appropriate in situations where the absence on grounds of sickness occurs in the following circumstances :

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

c) ACCUMULATION .-

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

- (a) In no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and
- (b) The accumulated medical leave may only be availed of on account of prolonged illness, hospitalisation or similar circumstances, supported by a Certificate from a Registered Medical Practitioner,
- (c) Where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisations, the employer may permit him to set off any further absence on grounds of ill health against such accumulated sick leave up to the extent of the leave taken for such earlier prolonged illness.
- (III) CASUAL LEAVE.— An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment where of **not** more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

24. Suspension. -

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, such employee will, subject to the provisions of Sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six months and full pay thereafter, subject to the condition that the delay was not due to the employee concerned.
- (ii) Where the suspension is on account of charges involving financial dishonesty such a fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during

his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.

- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.
- 25. *Disciplinary Procedure.* Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warnings for minor offenses, the following procedure shall apply;
 - (a) Irrespective of whether such employee has been suspended, the employee shall be furnished with a show cause letter which shall set out the particulars of the charges against such employee and such show cause letter shall give the employee not less than ten (10) calendar days within which to tender his explanation in writing to the charges preferred.
 - (b) Within ten (10) calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable, the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
 - (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
 - (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub clause (k) (iii) hereof, hold an inquiry into the charges against such employee.
 - (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
 - The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) or a central committee member of the union employee in the Bank to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as an Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the Defending Employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The Defending Employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The inquiring Officer will be entitled to require a Defending Employee or Observer who obstructs the inquiry to withdraw therefrom and the Defending Employee or Observer shall forthwith comply with such requirement. The absence of a Defending Employee or Observer from the whole or any part of an inquiry for any reason whatsoever shall not vitiate such inquiry, not the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the inquiring Officer may ask him.
 - (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the inquiring Officer
 - (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
 - (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
 - (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for

reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.

- (k) Notwithstanding the preceding provisions, the Bank shall not be required to hold a domestic inquiry in any of the following circumstances:
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action on the basis that such employee had no cause to show.
 - (ii) where the employee makes a written admission of the charges against him.
 - (iii) where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Bank thereafter to hold an inquiry, in which event the fact that the inquiry did not commence within twenty one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (1) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employer or the Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/ or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of sub-clauses (e), (i) and (j) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
- (o) The above provisions shall only apply in respect of inquiries that commenced after that date of signing of this Agreement.

26. Technology.-

- (i) The Fourth Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Union will be free to make representations on matters relating to the introduction of new Computer Based Banking Technology in the Bank other than on matters covered in this Agreement.
- (iii) Notwithstanding the provisions of (ii) above, the Union will not be entitled to raise any industrial dispute on matters relating to Computer Based Banking Technology, will not resort to any industrial action in that regard and any representations/ dispute in that connection shall not fall within the meaning of an industrial dispute under the laws of Sri Lanka.
- (iv) It is agreed that any matter raised by the Union relating to the adverse effects of the use of computers shall be referred to the Monitoring Committee set up under the Collective Agreement for resolution. In the event of the Monitoring Committee not being able to satisfy the Union, such matter shall be referred to the Department of Health and Safety of the Labour Department and the recommendation given by the Doctor-in-Charge shall be accepted by both parties and where changes are necessary in terms of such recommendation the Monitoring Committee shall prevail on the Bank to implement such changes.

27. Trade Union Action.-

(I) MATTERS RELATED AND COVERED IN THE AGREEMENT:

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the

continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including goslow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

- (II) 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 goslow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until –
 - (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees' Union)
 - (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute amicably with the Bank and/ or the Employers' Federation of Ceylon.
 - (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner 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) per cent membership among the employees covered by this Agreement the Bank shall continue to grant check-off, provided, however, that the Bank reserves the right to stop, suspend, or discontinue such facility in the event of the Union violating any of the provisions of this Collective Agreement in relation to the Bank.
- 29. *Implementation and Interpretation of this Agreement.*—Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank consisting of two representatives from the Bank and two representatives from the Union. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the cause of complaint.

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:-

Bank Standard Chartered Bank.

Employee an employee covered and bound by this Agreement.

Employer Standard Chartered Bank

Cost of Living Allowance the payment in lieu of the Cost of Living Allowance stipulated in the manner set out in

Clause 7 (i) hereof.

Parent Union The Ceylon Bank Employees' Union

Branch Union The Branch Union of the Ceylon Bank Employees' Union at Standard Chartered Bank.

Dispute A dispute shall have the same meaning as an Industrial Dispute in the Industrial

Disputes Act and shall include any dispute arising between the Bank and the Branch

Union of the Ceylon Bank Employees' Union.

Salary Shall mean the consolidated salary as defined in Clause 5.

Words importing the masculine gender shall include the feminine words importing the singular number shall include the plural and vice versa.

THE FIRST SCHEDULE

Clerical Salary Ranges

Rs. 16,500/- to Rs. 55,000/-

Separate schedules will not be applicable for salary purpose as we have already aligned the remuneration of SCB/SCG employees.

THE SECOND SCHEDULE

Maximum salary point would be as stipulated in the Salary Ranges in Schedule 1.

1150080	NIRMALA W. P. N. FERNANDO
1150081	DEEPIKA R. N. G. JAYASINGHE
1150129	GAMINI W. P. G. ARIYARATNE
1150141	SUDATH H. P. G. S. D. ALWIS
1150298	KUMARI K. K. A.C. K. NISSANKA
1150307	ANOJA J. M. A .RABEENDIRAN

THE THIRD SCHEDULE

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in clause 14 (iii) of the Agreement. It shall be the duty of the employee to enroll members of his family immediately on becoming eligible to be included in this scheme.

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

- 2. Reimbursements will only be effected on hospitalisation involving at least one night's stay in a the hospital.
- 3. The Insurer must be notified promptly, at the point of admission to hospital.
- 4. The Bank will be entitled to take out Insurance Policies covering reimbursements under this scheme and the employee shall be required to make declarations (including completion and signing of Insurance Proposal forms) and submit documentation required by Bank/ Insurers in a proper form and timely manner to enable the Bank to obtain reimbursement from the Insurance Companies. The Bank will advise by internal circular issued from time to time the documentary requirements and time limits within which documents should be submitted. Where an employee does not comply, he will not be entitled to benefits under this scheme.
- 5. Employees shall uphold the principle of *uberrima fides* when making declarations and submitting claims under this scheme and any deviation would disqualify the employee from receiving any benefit under this scheme. In addition, the employee will be liable to disciplinary action in accordance with provisions set out in this agreement.
- 6. (a) The Bank will circulate by internal circular published from time to time a list of Hospitals/ Nursing Homes, expenses incurred at which, will be eligible for reimbursement under the scheme. Additions and / or deletions to this list will also be made by internal circular.
 - (b) If for reasons of geographical location any employee believes he may not be in a position to use any of the Institutions given in the list, he may apply to the Bank in writing within 30 days of publication of the list of amendments to the list referred to in the preceding sub-paragraph, requesting special dispensation to use a named Institution or Institutions and the Bank shall consider such application on a case by case basis and, where deemed appropriate, will grant such special dispensation, provided however, that the decision of the Bank on this matter shall be final and conclusive.

- 7. Exclusions .— The scheme shall not cover benefits / expenses :
 - (a) Arising from an injury sustained or a sickness contracted outside Sri Lanka or for treatment outside Sri Lanka.
 - (b) Occasioned by or happening through,
 - (i) The participation by the employee or other eligible family members in War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any Defence, Police, Security Force, Home Guard etc.
 - (ii) Attempted suicide, Alcoholism, Venereal Disease, Insanity and illnesses resulting from Acquired Immune Deficiency Syndrome.
 - (iii) Normal childbirth or pregnancy subject to clause 14 (iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor/ Hospital, will be on the employee who makes the claim.
 - (iv) Earthquake, Volcanic Eruption or Tidal Wave.
 - (v) Any other Insurance industry-wide accepted exclusive.
 - (c) Incurred whilst travelling in an aircraft other than as a ticket holding passenger in a fully licensed standard type of civil aircraft operated by a recognized airlines on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognized Air Charter Company or owned by a Commercial or Industrial firm and piloted by a Pilot holding a Commercial Pilot's License.
 - (d) In respect of Eye Tests or Dental Treatment.
 - (e) Arising from any physical defect or infirmity which existed prior to confirmation in the Bank's service.
- 8. The benefits under this scheme shall not be cumulative and the words "any one Years" in clause 14 (iii) of the Agreement shall be deemed to be the period 01st January to 31st December. In the case of employees who join during the course of a year the overall limit and event limit up to the period ending the next 31st December will be pro-rated to the number of full months of service up to 31st December.
- 9. In respect of claims for hospitalisation which span the end of any year, reimbursement will be made out of the entitlement of either or both years, subject, however, to the event limit specified in clause 14 (iii) of the Agreement.

THE FOURTH SCHEDULE

The parties agree to the following conditions in relation to the use of Computer Based Banking Technology by the Bank covered and bound by this Agreement.

- 1. (a) In selecting computers and related equipment, the Bank will attempt to obtain equipment, which will ensure the following:
 - (i) Screens that give clear stable images.
 - (ii) Proper sitting of keyboards so as to ensure the reduction of stress and improved maneuverability.
 - (iii) Equipment which is quiet in operation so that the level of noise is kept to a reasonable limit.
 - (b) The Bank will undertake proper servicing and maintenance to ensure optimum functioning of computers and, related equipment

The Bank will pay attention to the proper positioning of screens, keyboards and provide facilities for placing documents and ancillary equipment in a manner to facilitate the work of employees. The Bank will also endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.

- PART I: SEC. (I) GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA 14.01.2016
 - 2. Accepting the fact that continuous work at a terminal by a Data Entry Operator causes a certain amount of strain, the Bank is agreeable to a reasonable pause in entering information at or about the end of each period of 2 hours so long as there is no disruption of the smooth flow of work and so long as such pause does not exceed 10 minutes.
 - 3. The Bank agrees that they will not seek to retrench employees who become redundant solely and exclusively in consequence of the introduction of new Computer Based Banking Technology. Instead, the Bank may avail itself of any one or more of the following options:
 - (a) The aforementioned excess employees may be transferred to other sections / Departments to perform work which is within their skill and capacity without reduction in salary and allowances which are in force at such time in relation to such employees. This option refers to a transfer other than within the scope of employment, which the Bank would under normal circumstances be entitled to effect.
 - (b) The Bank may, on a transfer within the scope of (a) above, re-train an employee if the employers consider it necessary.
 - (c) The Bank will be entitled to negotiate with employees who are redundant for the reasons contemplated in this Agreement, with a view to achieving a cessation of employment on terms mutually agreed upon and this will not amount to retrenchment within the meaning of this schedule.
 - 4. For the purpose of this Agreement, retrenchment will mean an involuntary termination of the employees made redundant consequent upon the introduction of new Computer Based Banking Technology. It will not include a situation where such redundant employees voluntarily leave the service of the employer on terms mutually agreed upon.

In witness hereof the said parties have set their hands hereunto on this Eleventh day of September, 2015 at Colombo.

Designation: Chief Executive Office Standard Chartered Bank

Name: D Designation: Head of Human Resources Standard Chartered Bank

For and on behalf of Ceylon Bank Employees' Union

Name: S. P. Jayaratne Designation: President

CBE

General Secretary

Name: Asoka Dharmasiri

Designation: Sr. Asst. General Secretary

Witnesses

Name: Yashoravi Bakmiwewa Designation: Attorney at Law / Industrial Relations Advisor

Employers Federation of Ceylon

Name: Dinesh Emmani Designation: President

CBEU Standard Chartered Branch

Name: Ransi Dharmasiriwardhana Designation: Senior HR Business Partner Standard Chartered Bank

Name: Remoj Gomez Designation: Secretary

CBEU Standard Chartered Branch

PART I: Sec. (I) – GAZETTE EXTRAORDINARY OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA – 14.01.2016

My No.: CI/ 1812.

THE INDUSTRIAL DISPUTES ACT-CHAPTER 131

The Collective Agreement entered into between Bank of Ceylon, No. 01, 'BOC Square'', Bank of Ceylon Mawatha, Colombo 01 of the one part and The Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 03rd day of 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).

M. D. C. AMARATHUNGA, Commissioner of Labour.

Department of Labour, Labour Secretariat, Colombo 05, 07th January, 2016.

Collective Agreement No. 29 of 2015

Collective Agreement

between

BANK OF CEYLON, No. 01, "BOC Square", Bank of Ceylon Mawatha, Colombo 01, of the one part

AND

CEYLON BANK EMPLOYEES' UNION, No. 20, Temple Road, Colombo 10, of the other part,

THIS Collective Agreement is made on this Third day of July, Two Thousand and Fifteen (03rd July 2015) by and between the Bank of Ceylon of the one part, (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the other part (hereinafter referred to as "the Union").

Title: This Agreement will be known and referred to as the "BANK OF CEYLON COLLECTIVE AGREEMENT" with THE CEYLON BANK EMPLOYEES' UNION FOR THE PERIOD FIRST DAY OF JANUARY, TWO THOUSAND FIFTEEN TO THIRTY FIRST DAY OF DECEMBER, TWO THOUSAND SEVENTEEN (01.01.2015 - 31.12.2017).

- 1. *Employer to be Covered and Bound.* This Agreement shall cover and bind the Bank of Ceylon, which is a party to this Agreement.
- 2. *Employees to be Covered and Bound.* This Agreement shall cover and bind members of the Union in employment wih the Bank of Ceylon and who are employed in any of the categories for which a salary scale has been prescribed in this Agreement in the Annex hereto.
- 3. **Date of Operation and Duration.**—This Agreement shall come in to force on First day of January Two Thousand and Fifteen (1st January 2015) and thereafter continue to be in force, unless it is determined by either party giving six months notice in writing to the other party, provided however, that no party shall give such notice to the other party after the First day of July Two Thousand and Seventeen (1st July 2017).
 - 4. Matters covered and Variation of terms and Conditions of Employments 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 Ceylon Bank Employees' Union and reach finality on or before Thirty First day of December Two Thousand and Fifteen (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 contunuance 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 Fifteen (1st January 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 the following components:
 - a) Fixed component linked to "Basic Salary" and related allowances.
 - b) Variable Component linked to performance. (Please refer Section 5.2).
 - 5.1 *Fixed Component.* The fixed Component comprises the following items :
 - (i) Revised Basic salary as set out in the Annexure 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 (1st January 2015)
 - (i) Cost of Living Allowance as per item (b) below
 - (ii) Rent Allowance as per item (c) bolow
 - (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 will be frozen as at December, 1999 at the index point of 2,404.9 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 December levels i.e. 2,404.9, 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 upon in the course of time.
 - 6. *Taxes on Emoluments.* Payee 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.
- e.g. An employee who had been on the 5 th step of the scale as at 31.12.2014 will be placed on the 5 th step of the relevant revised scale with effect from 01.01.2015.
 - (b) Non-Banking Stream personnel shall also be placed at the appropriate revised salary scale, on the same basis.
 - 8. Conversion Anomalies.-

The Bank of Ceylon 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 six months from the date of appointment to study and report the methods and the implementation. The Committee will be appointed within two months from the date of execution of this agreement.

- 9. *Review of the Salary Structure*.- The Bank of Ceylon and the Ceyoln Bank Employees' union jointly agree to review the existing salary structure of the employees referred to in clause No. 5 of this Agreement.
- 10. *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.
- 11. 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 or such concessions shall continue to exist, notwithstanding anything to the contray contained herein.

12. Where an employee was immediately prior to the date hereof entitled to, 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 to than those to which he/ she would be entitled under this agreement, nothing in 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

BANK OF CEYLON

CEYLON BANK EMPLOYEES' UNION

37A

Ronald C. Perera P.C.

Chairman

S.P. Jayarathna

President

D.M. Gunasekera

General Manager

ndara

Witness to the above Signatories

G.H. Chandrasiri Deputy General Manager

(Human Resource)

T.G.W. Gunawardena

President

Bank of Ceylon Branch Union

2015-17 Scale
83,025 - 114,225
2,600 x 12
(4510 05110
1,620 x 20
52,900 - 80,000 1,355 x 20
1,355 x 20
43,510 - 63,210
985 x 20
34,250 - 47,650
670 x 20
32,325 - 43,125
540 x 20
31,000 - 41,700
535 x 20
28,300 - 35,600
365 x 20

	26,500	-	33,100
Secretarial Assistant III/ Secretary II (Non-Banking)/ Junior Communication Officer III	330	х	20

Staff Andrew All	25,825	14	32,325
Staff Assistant II/ Secretary II (Banking)	325	x	20
	1		

Grades	Annex I 2015-17 Scale
	24,990 29,990
Secretarial Assistant II/ Secretary I (Non- Banking)/ Junior Communication Officer II	250 x 20
Staff Assistant I/	24,050 - 28,850
Secretary I (Banking)	240 x 20
Driver III/	23,370 - 29,070
Technician III/ Skill Labourer III	285 x 20
Secretarial Assistant I/ Junior Communication Officer I	22,485 - 26,285 190 x 20
Office Assistant IV/ Office Assistant III/ Security Assistant II/ Driver II/	22,630 - 27,430
	240 x 20
Fechnician II/ Bkill Labourer II	
VIII. 1.111	21,910 - 26,010
Office Assistant II/ ecurity Assistant I/ Priver I/	205 x 20
echnician I/	
fulti-Duty Assistant III/ kill Labourer I	
MANUFACTURE AND A STOCK AND	
ffice Assistant I/ fulti-Duty Assistant II	21,110 - 24,210
	155 x 20
ulti-Duty Assistant I	20,510 - 23,410 145 x 20