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PART I: SECTION (I) – GENERAL

Government Notifications

My No. : CI / 1260.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between the Hatton National Bank PLC, No. 479, T. B. Jayah Mawatha, Colombo 10 of the one part and The Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 11th November, 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.
20th January, 2016.

Collective Agreement No. 32 of 2015

THIS COLLECTIVE AGREEMENT made this 11th day of November, 2015 between Hatton National Bank PLC, a Bank duly registered in Sri Lanka and having its registered office at 479, T. B. Jayah Mawatha, Colombo 10 (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 Collective Agreement entered into on 13th November 2009 which came into effect on 1st April 2009 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 Hatton National Bank PLC (“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 for whom a salary scale has 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, staff officer, secretary, executive 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 shall stand repudiated in respect of the parties hereto.

4. **Matters Covered and Bound.**—

- (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 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.
- (b) The Union and its members shall not during the continuance in force of this Agreement seek to vary, alter or add to all or any of the terms and conditions of employment or benefits 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 this Agreement shall, from the 1st April 2015 be placed on the salary scale set out in the First Schedule hereto.

6. **Immediate Increase and Conversion to Salary Scales.**— For the placement of an employee on the salary scales applicable in the First Schedule, with effect from 01.04.2015, the following provisions shall apply.

- (i) A sum equal to 9% of the gross salary (salary plus fixed payment in lieu of Cost of Living Allowance) payable to an employee as at March 2015 shall be added to the salary of an employee as at such time.
- (ii) Each Employee shall be placed on the corresponding point on the scale applicable to such employee in rupee terms, in the First Schedule hereto. Provided there is no such corresponding point, an employee shall be placed on the next higher point on the said scale.
- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 5% increase calculated on the gross salary as at 31.03.2015, with effect from the 1st April 2016, and thereafter placed on the corresponding point on the scale in the First Schedule hereto. Provided there is no such corresponding point, an employee shall be placed on the next higher point of the said scale.
- (iv) Every employee in employment as at the date of this Agreement shall also receive a further 3% increase calculated on the gross salary as at 31 March 2015, with effect from the 1st April 2017, and thereafter placed on the corresponding point on the scale in the First Schedule hereto. Provided there is no such corresponding point, an employee shall be placed on the next higher point of the said scale.

7. **Allowances.**—

(a) **Cost of Living Allowance.**—

The fixed payment in lieu of Cost of Living Allowance shall be paid to employees with effect from 01st April 2015 on the following basis :

01st April 2015 -	Rs. 22,000/-
01st April 2016 -	Rs. 23,500/-
01st April 2017 -	Rs. 25,000/-

Provided however, in the event of the Department of Census and Statistics publishing a linking factor pertaining to the rate of payment in relation to the Colombo Consumer's Price Index (Base year 2002) and the CCPI (Base year 2006/2007) and if union makes a request for a meeting to discuss the modalities of making this payment in respect of employees who are receiving the payment in lieu of Cost of Living. The Bank would be open to do so.

(b) *Cashiers' Risk Allowance and Tellers' Allowance.*-

- (i) Where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs. 1,500/-, subject to his having worked at least 5 days in that capacity for a month. If he has worked less than 5 days in that capacity he shall receive Rs. 650/- only.
 - (ii) Any employee who has to bear the risk of authorising payment of cash against cheques in his capacity as a Teller shall be entitled to a Tellers' Allowance on the under - mentioned formula:
 - (a) Where the limit of authorisation is up to Rs. 500,000/- the daily allowance shall be Rs. 150/- up to a maximum of Rs. 2,250/- per month. Provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.
 - (iii) No employee who in the course of a single month has acted both as a cashier and a teller and is eligible for the above allowances shall be entitled to a sum in excess of Rs. 2,750/-.
 - (iv) The Cashiers' Risk Allowance and the Tellers, Allowance will not be included for the purpose of computing consequential benefits.
 - (v) No person who functions as a Teller shall, in addition, be entitled to the Cashiers' Risk Allowance for the days on which he so functioned as a Teller.
 - (vi) Insurance claim procedure covering cash shortages as listed in the manual of operations will not be changed without informing the Union during the tenure of the Collective Agreement.
- (c) *Disturbance Allowance* .-An employee called upon to report for work before 7.00 a.m. shall receive Rs 400/- per day, and if required to report before 6.30 a.m. shall receive Rs. 600/- per day.

8. **Incremental Date** .- This Agreement shall not have the effect of changing the annual incremental date of an employee.

9. **Pension Payments to Employees who have Retired From Service** .- Any Employee who has retired from service between 1st April 2015 and the date hereof shall be entitled to his pension calculated on the basis of the salary in terms of clause 6 (i) hereof.

10. **Promotion to Grade II.**- Subject to provisions of clauses 11, 12, 13 and 14 hereof, an employee who completes six (6) years in Grade I shall automatically be promoted to Grade II in his category, subject to the right of the Bank to defer such promotion for a period of one year by way of punishment for misconduct after an inquiry and an employee so promoted shall receive not less than the value of two (2) increments in Grade I when placed in Grade II.

11. **Accelerated Promotion.**-

(i). *From Grade I to Grade II.*- Employees who sit for and successfully pass the Institute of Bankers Examination will be considered for placement of Grade II, subject to the conditions referred to at (a) and (b) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.

- (a) On successful completion of the examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers of Sri Lanka (DABF) plus three complete years of service with the Bank in which such employee serves, or

(b) on successful completion of the Examinations leading to Stage I/ Banking Certificate of the Chartered Institute of Bankers (London) or intermediate Examination of the Institute of Bankers of Sri Lanka (IABF) plus four complete years of service with the Bank in which such employee serves.

12. **Promotion from Grade II to III.** - The following principles shall apply to the promotion of an employee from Grade II to Grade III of the basic salary scales in the First Schedule hereto.

(a) An Employee who is eligible under following criteria (b) will be considered for promotion to **Grade 3** subject to an application being made by the employee.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade II, or

(ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the intermediate Examination of the Institute of Bankers, Sri Lanka Examination (IABF) in which event the minimum period of service will be five years in Grade II or four years post qualification experience in Grade II whichever is lower, or

(iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka (DABF) in which event the minimum period of service will be four years in Grade II or three years post qualification experience in Grade II whichever is lower.

(c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

(d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.

(e) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade II.

(f) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

13. **Promotion from Grade III to Grade IV.** - The following principles shall apply to the promotion of an employee from Grade III to Grade IV of the basic salary scales in the First Schedule hereto.

(a) An Employee who is eligible under following criteria (b) will be considered for promotion to **Grade 4** subject to an application being made by the employee.

(b) An employee eligible to make such application will be -

(i) An employee who has served for a minimum period of six years in Grade III, or

(ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the intermediate Examination of the Institute of Bankers, Sri Lanka Examination (IABF) in which event the minimum period of service will be five years in Grade III or four years post qualification experience in Grade III, whichever is lower, or

(iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka (DABF), in which event the minimum period of service will be four years in Grade III or three years post qualification experience in Grade III whichever is lower.

(c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.

- (d) An employee will be considered for promotion from the first date of the month succeeding the month in which the application is made.
- (e) On promotion to Grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade III.
- (f) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

14. Re - designation of Typists, Telephone Operators / Receptionists to Banking Assistants

- (i) A typist shall be considered for re - designation as a Banking Assistant provided such employee possesses the following eligibility requirements:
 - (a) Three years service and passing Part I of the Institute of Bankers of Sri Lanka Examination (IABF).
 - (b) On completion of the Final Examination of the institute of Bankers (DABF).
 - (c) Five years service and the relevant qualifications for entry as a Banking Assistant.
 - (d) Five years service without requisite qualifications for entry as a Banking Assistant but subject to success at a written examination conducted by the Bank.
- (ii) Based on requests received from Telephone Operators / Receptionists for re - designation as Banking Assistants, the Bank shall consider such requests provided the employee possesses the following eligibility requirements.
 - (a) Five years in the Bank and the successful completion of Part I of the Institute of Bankers' Examination (IABF).
- (iii) Employees who satisfy such eligibility requirements stated at 14 (ii) (a) above will be required to successfully complete an examination that will be conducted by the Bank and the decision on re - designation shall be subject to a good record of overall performance and an interview by the Bank.
- (iv) Any employee re - designated as a Banking Assistant in terms of the preceding clause will be eligible for promotion to grade 2 in accordance with the provisions of clauses (10) and (11) hereof and the period of service as required in the said clauses will relate to the period such employee has served in the re - designated capacity of Banking Assistant.

15. Change of Designations.- The re - designations will be effected from 01st April 2015 for the following category of staff.

Category	Designation
Banking Assistant Grade 1	Bank Associate
Banking Assistant Grade 2	Bank Associate
Banking Assistant Grade 3	Senior Bank Associate
Banking Assistant Grade 4	Senior Bank Associate
Typist Grade 1	Business Support Associate
Typist Grade 2	Business Support Associate
Typist Grade 3	Senior Business support Associate
Typist Grade 4	Senior Business support Associate

The Union will be engaged in deliberations in the event of any change of job duties.

16. Minor Staff promotions.- Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider minor staff for promotions subject to the following criteria :

- (a) Peon to Banking Assistant
 - (i) The number of vacancies in the banking assistant cadre will be announced internally by advertisement by Staff notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e., educational qualifications, age, and any other particular criteria required for such job as determined by the Bank.

- (ii) Any peon or labourer whose record of service, conduct and attendance has been satisfactory, with more than four years of service with Bank who has necessarily completed the first part of the Chartered institute of Bankers (London) or intermediate Examination of the Institute of Bankers of Sri Lanka (IABF) will be eligible to apply and will be considered for such banking assistant position. The selection process will include medical examinations, interviews, written tests etc, as determined by the Bank.
- (iii) Any peon whose record of service and conduct has been satisfactory, with more than seven year's service with the Bank, shall be exempt from the minimum education qualifications stipulated in the Notice and may apply for such vacancy and will be considered in the manner specified at paragraph (ii) above.
- (iv) Any peon promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, the Bank may at their discretion revert such peon to his earlier position and salary.
- (v) The basic salary payable to any peon promoted in the manner specified above shall be the nearest higher point in the Banking Assistant Salary Scale in relation to his basic salary received at such time as a peon, which will result in an increase of not less than the value of two increments on the peon scale. Provided further that such promotee shall not be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Banking Assistant Salary Scale.
- (vi) Any peon or Labourer who conforms to the above requirements shall be promoted if there are vacancies.
- (vii) The decision of the Bank in respect of selection for promotion shall be final and conclusive.
- (b) Labourer to Peon
- (i) The number of vacancies in the peon cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulated the job requirements of the vacancy advertised, i.e., educational qualifications, age, etc. and any other particular criteria required as determined by the Bank.
- (ii) Any labourer with more than four years of service whose record of service, conduct and attendance has been satisfactory will be eligible to be considered for the post of peon in response to the above mentioned notice. The selection process will include medical examinations, interviews and written tests to assess among other things the knowledge of written / spoken language as appropriate in such manner as shall be determined by the Bank.
- (iii) Any labourer promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Bank for a further period of up to six months during which, or at the end of which, if the performance of such labourer is found to be unsatisfactory, the Bank may at their discretion revert such peon to his earlier position and salary.
- (iv) The basic salary payable to any Labourer promoted in the manner specified above shall be the nearest highest point in the Peon Salary Scale in relation to his basic salary received at such time as a labourer, which will result in an increase of not less than the value of two increments on the labourer scale. Provided further that such promotee shall not be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Peon Salary Scale.
- (v) Any Labourer who conforms to the above requirements shall be promoted if there are vacancies.
- (vi) The decision of the Bank in respect of selection for promotion shall be final and conclusive.
- (c) Where the Union is dissatisfied with regard to a non-promotion concerning minor staff, it is agreed that the Bank concerned would discuss the issue in the Monitoring Committee to be set up under this Collective Agreement.
- (d) Promotions - Electricians.-
Following principles shall apply to the promotion of the Electricians.
- (i) Promotions from Grade I to Grade II (Asst. Supervisor).-
Employees who sit for and successfully complete the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education and Training or an equivalent examination and who have completed four years of service with the bank will be considered for placement on grade II of the Electricians service provided however that their past record of overall performance attendance and conduct as assessed by the bank justifies such consideration.

Alternatively in the absence of such exam those who complete seven years in Grade I will be placed on Grade II of the Electrician's Service. On promotion an employee so promoted shall receive not less than the value of two increments in grade I when placed in Grade II.

(ii) *Promotions from Grade II to Grade III.(Supervisor) -*

- (a) All promotions to Grade III will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be-
 - (i) An employee who has served for a minimum period of seven years in Grade II, or
 - (ii) An employee who has successfully completed the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education and Training or an equivalent examination with five years post qualification experience in Grade II, or
 - (iii) An employee who has completed all stages of the examination leading to the Diploma in Technology of the Open University or equivalent with seven years service in Grade II or three years post - qualification experience in Grade II.
- (c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) On promotion to Grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments in Grade II.
- (e) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

(iii) *Promotions from Grade III to Grade IV. (Senior Supervisor) -*

- (a) All promotions to Grade IV will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) An employee eligible to make such application will be-
 - (i) An employee who has served for a minimum period of seven years in Grade III, or
 - (ii) An employee who has successfully completed the final examination leading to the National Certificate of Technology in Electrical Engineering conducted by the Department of Technical Education and Training or an equivalent examination with seven years service in Grade III or five years post qualifying experience in Grade III.
- (c) Promotion to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) On promotion to Grade IV an employee will be placed on a point, which will result in an increase of not less than the value of two increments on Grade III.
- (e) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

(iv) *Promotions to the Grade of Technical Assistant.-*

- (a) All promotions to the post of Technical Assistant will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

- (b) An employee eligible to make such application will be-
- (i) An employee who has served for a minimum period of seven years in Grade IV, or
 - (ii) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination whilst serving in Grade IV, or
 - (iii) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination with a minimum period of three years service in Grade III.
- (c) Promotion to Technical Assistant will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) On promotion to Technical Assistant an employee will be placed on a point, which will result in an increase of not less than the value of two increments on Grade III or IV.
- (e) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.
- (v). *Promotions from Technical Assistant to Junior Technical Officer.* -
- (a) All promotions to the Junior Technical Officer will be after an application is made by an employee to the Bank. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
 - (b) An employee eligible to make such application will be-
 - (i) An employee who has successfully completed all stages leading to the Diploma in Technology of the Open University or an equivalent examination with three years service in the grade of Technical Assistant.
 - (ii) Promotion to the Post of Junior Technical Officer will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
 - (iii) On promotion to the Junior Technical Officer, an employee will be placed on a point, which will result in an increase of not less than the value of two increments on the grade of Technical Assistant.
 - (c) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.
- (vi) *Promotions from the Junior Technical Officer to the Technical officer.* -
- (a) Without prejudice to the right of the Bank to recruit staff at their discretion, the Bank will consider Junior Technical Officers for promotions to the grade of Technical Officer subject to the requirements applicable to the recruitment of Technical Officers to the Bank. The minimum service requirement will be three years as Junior Technical Officer with an excellent record of service.
 - (b) The salary scale applicable to this Grade will be the scale applicable to Junior Executive Grade I.
 - (c) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.

17. *Provident Fund.*-

- (a) **Rate of Contribution.** - The rates of contribution to the Provident Fund by the Bank shall be :

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

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof and the amount paid for that month as fixed allowance in lieu of cost of living subject to the Rules of the Provident Fund.

(b) **Interest on Provident Fund Contributions held by the Bank.-**

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid of 12 months' fixed deposits for a sum of Rs. 100,000/= published by the N.S.B or HNB which ever is higher prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st July for the second half of the year on the net Provident Fund monies invested at the Bank.

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

Where an employee shall cease to be employed by the Bank in circumstances which do and such employee is not entitled 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 10% of basic salary actually contributed by the Banks up to 31st March 1992.

From 1.1.71 to 31.12.80	-	9% of gross salary
From 1.1.81 onwards	-	12% of gross salary

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary), which was less than 10% of basic salary, and therefore no deficiency arises.

18. **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.

19. **Terminal Benefits.-**

(a) **Pensions.-**

An employee 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 :

No. of completed years service (max. 35 years) plus 5	X	Monthly salary payable in the month
Retirement age of the Bank		of Retirement + Fixed allowance in lieu of COLA

(b) **Premature Retirement on Medical Grounds / disability.-**

An employee entitled to a pension in terms of (a) above who is found to be unable to continue to perform his duties as a result of infirmity/ disability, as certified by the Banks 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) is entitled to a pension computed on the same basis referred to at clause 19 (a) 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.

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

An employee who is entitled to receive a pension in terms of (a) or (b) 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 :

Number of completed years service (max. 35 years) plus 5	X	1 month's salary plus 1 month's fixed allowance in lieu of Cost of living Allowance calculated for the month of retirement
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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 19.

(d) **Death Gratuity .-**

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two Months gross salary for each year of completed service subject to a minimum of nine 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 Fixed Allowance in lieu of Cost of Living.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and 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, 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.

(e) **Gratuity on 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 aforementioned Clauses (a), (b), (c) and (d) 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 Fixed Allowance paid in lieu of 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 19 thereof.

(f) **Commuted Pension.-**

(i) An employee entitled to a pension and who has not opted for the lump sum gratuity in lieu of such pension may at the time of retirement opt for a commuted pension and in such event, a sum equal to 25% of the monthly pension into 120 will be paid by way of 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.

20. **Medical Scheme.-**

(i) **Reimbursement of Medical Expenses for non-Hospitalisation Expenses.-** The Bank will reimburse an employee up to a maximum of Rs. 25, 000/= per annum in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 21 in respect of routine non-hospitalisation/ non - surgical and specialist treatment, and subject to the following :

(a) All medical claims shall be supported by valid and relevant prescriptions, bills and receipts.

(b) Prescriptions or Doctor's bills are from a Registered Medical Practitioner.

(c) The unutilised portion of the allocation for the year could be utilised in the future years without any restrictions subject to valid bills being submitted within a period of time as aforesaid.

- (ii) The Bank will further reimburse a sum upto a maximum of Rs. 12, 500/= on a non cumulative basis for Medical Reports in respect of a Annual Health Checkup only for the employees over 40 years of age subject to the following :
- (a) The entitlement could be utilized only once in 12 months
 - (b) The medical tests specified in the Annexure I must be carried out concurrently to be entitled for reimbursement. No part reimbursements will be made.
 - (c) The Claim Form accompanying the bills should be forwarded to the Employees remuneration and Benefits Division, Head Office for payment.
- (iii) SPECIAL NON - HOSPITALISATION AND NON - SURGICAL EXPENDITURE.-
The Bank will reimburse an employee on a non - cumulative basis a combined allowance maximum upto Rs 30,000/- for undermentioned purposes on behalf of the employee and not on behalf of his family members.
- (a) Spectacles
 - (b) Dentures/ Nerve Filling
 - (c) Hearing Aids

Subject to valid documentation as in the case of (i) above and subject to the provisions that no claim is made in relation to any particular item referred in iii (a) and (c) more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist. Further, employees will be able to make claims on denuterer and nerve filling for any number of occassions within the stipulated limit. Provided further however, in the case of employees over the age of 50 years, a claim for spectacles may be allowed once in two years.

- (iv) SURGICAL AND HOSPITALISATION EXPENDITURE .- Employees will be reimbursed on account of surgical and hospitalisation (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under twenty one (21) years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:
- (a) Hospital or Nursing Room Charges:
 - Daily Limit - Standard A/ C Room charge per day
 - Government Hospital Allowance - Rs. 3,000/- per day
 - (b) Emergency Treatment Travel expenses (maximum) - Rs. 3,000/- or Rs. 4,000/- subject to Submission of valid receipt
*The rate is Rs. 30/- per kilometer
 - (c) Overall Limit for any one event - Rs. 175,000/-
 - (d) Overall Limit for any one year - Rs. 200,000/-

Hospitalisation charges on normal birth will be permitted from the Bank's Surgical and Hospitalisation Expenses Scheme.

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

(v) **Maternity Grant .-**

- (a) An employee who is married will be entitled to a grant of Rs. 12,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.
- (b) In the case of reimbursement under surgical and hospitalisation expenses, for maternity, an employee shall not be entitled to the grant in terms of (a) above.

21. **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 (2) 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 (1) year at the rate of one-twelfth (1/12) of such entitlement in respect of each complete month of service. The salary for this purpose shall include the Fixed Allowance in lieu of cost of living payable for that month.

22. **Probation.**- Every employee recruited by the Bank will serve a period of nine (9) months probation subject to the right of the Bank to extend the period of probation by a period of three (3) months.

23. **Release of Parent/ Branch Union Office Bearers.-**

Office bearers of the Parent Union or the Branch Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total number of Office Bearers so released in terms of this Agreement or any other Agreement shall not exceed one.
- (b) No employee shall be released for more than two (2) years on a single occasion during a period of six (6) years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause 20 hereof.

24. **Concessions to Branch Union Office Bearers and General Councillors.-**

- (a) The Bank shall at its discretion permit the release of not more than two (2) Branch Union Office Bearers at any one (1) 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 twelve (12) days in a year for meetings. In the case of outstation Central Committee Members, they would be permitted leave for the whole day for twelve (12) Central Committee Meetings in a year.
- (c) It is agreed that a days's paid leave shall be granted on two occasions per year to Central Committee members to attend Parent Union Central Committee 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.
- (e) The Bank agrees to release once every 02 years for the Delegates Conference of the Union all such delegates in the employment of the Bank up to a maximum of 01 day provided however, that the number to be released shall be discussed and agreed between the branch union and the management and such release will not result in a disruption to the operations of the Bank.

25. **Special Leave to Visit Outstation Branches.-** The Bank shall permit branch union office bearers or the Central Committee members of the branch 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. The release of Central Committee Members or branch union office bearers shall not exceed six employees at any given time in terms hereof and/ or under any other Agreement between parties.

26. **Overtime.-**

- (a) If required by his employer an employee shall work reasonable over time 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.

27. **Annual. Medical and Casual Leave.-**

(a) **Annual Leave**

(i) **ENTITLEMENT.-**

In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year twenty one (21) working days paid leave. He shall avail himself of at least seven (7) days out of the twenty one (21) days on successive days and shall in respect of each year avail him/herself of not less than fourteen 14 days out of the said twenty one (21) working days.

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

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

(iii) 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.

(iv) 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 (1) month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) Prolonged illness of the employee.
- (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.

(b) **Medical Leave.-**

(i) Entitlement .-

An employee shall be entitled to not less than twenty four (24) days leave exclusive of weekly or other holidays in any one (1) year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.

(ii) 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 (2) 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 twelve (12) days in any one year.

(iii) Accumulation .-

An employee who takes less than his entitlement in any one (1) 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.

- (iv) 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 *not* supported by a Certificate from a Registered Medical Practitioner, 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) Casual Leave.-
An employee shall be entitled to a maximum of seven (7) days casual leave in each year of employment. 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.

28. **Suspension.** -

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of Sub-clauses (ii) and (iii) below, receive half his salary from the date of suspension up to six (6) 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 (6) 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 (6) 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 (6) 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.

29. **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.

- (f) 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 defense for unacceptable conduct) or a Central Committee member of the union employed 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. In respect of any document marked at an inquiry, the Bank will release copies of such documents to the union with the proceedings, provided however, that the Bank may refuse to release any such documents provided such documents in its opinion are of a confidential nature.
- (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 employer 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.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank, the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the finds or punishment, raises a dispute in respect of such finds 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 takes 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 the date of signing of this Agreement.

30. *Technology.*-

- (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.
- (ii) The Bank will furnish the Union on request information relating to new computer hardware to be introduced by the Bank, i.e., published manufacturer's specifications relating to equipment. The Bank will be under no obligation to provide information relating to software.
- (iii) 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 and subject to sub-clause (ii) above.
- (iv) Notwithstanding the provisions of (iii) 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.
- (v) 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 concerned to implement such changes.

31. *Trade Union Action.*-

(a) **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 go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

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

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of Trade Union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until -

- (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of 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 General of Labour.

32. **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.

33. **Implementation and Interpretation of this Agreement.**—

- (i) Where either the Union or the Bank are dissatisfied with the manner in which the Collective Agreement is being implemented 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.
- (ii) Any dispute over the interpretation of the Agreement shall be settled by voluntary arbitration under Section 3 of the Industrial Disputes Act, 1950.

34. **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.

35. **Definitions.**— In this Agreement, unless the context otherwise requires, the following words and phrases shall have the following meanings:

Bank	Hatton National Bank PLC.
Employee	an employee covered and bound by this Agreement.
Employer	Hatton National Bank PLC.
Parent Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at Hatton National Bank PLC.
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 at Hatton National Bank PLC.
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*.

First Schedule

Collective Agreement - 2015

Banking Assistants / Typists / Telephone Operators

	Grade 1		Grade 2		Grade 3		Grade 4	
	New Basic		New Basic		New Basic		New Basic	
1	35,290		36,765		38,355		41,340	
2	35,560		37,085		38,755		41,810	
3	35,830		37,405		39,155		42,280	
4	36,100		37,725		39,555		42,750	
5	36,370		38,045		39,955		43,220	
6	36,640		38,365		40,355		43,690	
7	36,910		38,685		40,755		44,160	
8	37,180		39,005		41,155		44,630	
9	37,450		39,325		41,555		45,100	
10	37,720		39,645		41,955		45,570	
11	37,990		39,965		42,355		46,040	
12	38,260		40,285		42,755		46,510	
13	38,530		40,605		43,155		46,980	
14	38,800		40,925		43,555		47,450	
15	39,070		41,245		43,955		47,920	
16	39,340		41,565		44,355		48,390	
17	39,610		41,885		44,755		48,860	
18	39,880		42,205		45,155		49,330	
19	40,150		42,525		45,555		49,800	
20	40,420	X 270/-	42,845	X 320/-	45,955	X 400/-	50,270	X 470/-
21	40,690		43,165		46,355		50,740	
22	40,960		43,485		46,755		51,210	
23	41,230		43,805		47,155		51,680	
24	41,500		44,125		47,555		52,150	
25	41,770		44,445		47,955		52,620	
26	42,040		44,765		48,355		53,090	
27	42,310		45,085		48,755		53,560	
28	42,580		45,405		49,155		54,030	
29	42,850		45,725		49,555		54,500	
30	43,120		46,045		49,955		54,970	
31	43,390		46,365		50,355		55,440	
32	43,660		46,685		50,755		55,910	
33	43,930		47,005		51,155		56,380	
34	44,200		47,325		51,555		56,850	
35	44,470		47,645		51,955		57,320	
36	44,740		47,965		52,355		57,790	
37	45,010		48,285		52,755		58,260	
38	45,280		48,605		53,155		58,730	
39	45,550		48,925		53,555		59,200	
40	45,820		49,245		53,955		59,670	

First Schedule

Collective Agreement - 2015

Peon / Watchers / Lift Operators / Plumbers

	Grade 1		Grade 2		Grade 3		Grade 4	
	New Basic		New Basic		New Basic		New Basic	
1	34,445		35,595		36,660		39,125	
2	34,620		35,820		36,935		39,415	
3	34,795		36,045		37,210		39,705	
4	34,970		36,270		37,485		39,995	
5	35,145		36,495		37,760		40,285	
6	35,320		36,720		38,035		40,575	
7	35,495		36,945		38,310		40,865	
8	35,670		37,170		38,585		41,155	
9	35,845		37,395		38,860		41,445	
10	36,020		37,620		39,135		41,735	
11	36,195		37,845		39,410		42,025	
12	36,370		38,070		39,685		42,315	
13	36,545		38,295		39,960		42,605	
14	36,720		38,520		40,235		42,895	
15	36,895		38,745		40,510		43,185	
16	37,070		38,970		40,785		43,475	
17	37,245		39,195		41,060		43,765	
18	37,420		39,420		41,335		44,055	
19	37,595		39,645		41,610		44,345	
20	37,770	X 175/-	39,870	X 225/-	41,885	X 275/-	44,635	X 290/-
21	37,945		40,095		42,160		44,925	
22	38,120		40,320		42,435		45,215	
23	38,295		40,545		42,710		45,505	
24	38,470		40,770		42,985		45,795	
25	38,645		40,995		43,260		46,085	
26	38,820		41,220		43,535		46,375	
27	38,995		41,445		43,810		46,665	
28	39,170		41,670		44,085		46,955	
29	39,345		41,895		44,360		47,245	
30	39,520		42,120		44,635		47,535	
31	39,695		42,345		44,910		47,825	
32	39,870		42,570		45,185		48,115	
33	40,045		42,795		45,460		48,405	
34	40,220		43,020		45,735		48,695	
35	40,395		43,245		46,010		48,985	
36	40,570		43,470		46,285		49,275	
37	40,745		43,695		46,560		49,565	
38	40,920		43,920		46,835		49,855	
39	41,095		44,145		47,110		50,145	
40	41,270		44,370		47,385		50,435	

First Schedule

Collective Agreement - 2015

Drivers

	Grade 1		Grade 2		Grade 3		Grade 4	
	New Basic		New Basic		New Basic		New Basic	
1	34,955		36,115		37,160		39,620	
2	35,140		36,355		37,435		39,915	
3	35,325		36,595		37,710		40,210	
4	35,510		36,835		37,985		40,505	
5	35,695		37,075		38,260		40,800	
6	35,880		37,315		38,535		41,095	
7	36,065		37,555		38,810		41,390	
8	36,250		37,795		39,085		41,685	
9	36,435		38,035		39,360		41,980	
10	36,620		38,275		39,635		42,275	
11	36,805		38,515		39,910		42,570	
12	36,990		38,755		40,185		42,865	
13	37,175		38,995		40,460		43,160	
14	37,360		39,235		40,735		43,455	
15	37,545		39,475		41,010		43,750	
16	37,730		39,715		41,285		44,045	
17	37,915		39,955		41,560		44,340	
18	38,100		40,195		41,835		44,635	
19	38,285		40,435		42,110		44,930	
20	38,470	X 185/-	40,675	X 240/-	42,385	X 275/-	45,225	X 295/-
21	38,655		40,915		42,660		45,520	
22	38,840		41,155		42,935		45,815	
23	39,025		41,395		43,210		46,110	
24	39,210		41,635		43,485		46,405	
25	39,395		41,875		43,760		46,700	
26	39,580		42,115		44,035		46,995	
27	39,765		42,355		44,310		47,290	
28	39,950		42,595		44,585		47,585	
29	40,135		42,835		44,860		47,880	
30	40,320		43,075		45,135		48,175	
31	40,505		43,315		45,410		48,470	
32	40,690		43,555		45,685		48,765	
33	40,875		43,795		45,960		49,060	
34	41,060		44,035		46,235		49,355	
35	41,245		44,275		46,510		49,650	
36	41,430		44,515		46,785		49,945	
37	41,615		44,755		47,060		50,240	
38	41,800		44,995		47,335		50,535	
39	41,985		45,235		47,610		50,830	
40	42,170		45,475		47,885		51,125	

First Schedule

Collective Agreement - 2015

Labourers

	Grade 1		Grade 2		Grade 3		Grade 4	
	New Basic		New Basic		New Basic		New Basic	
1	34,105		35,240		36,315		38,660	
2	34,280		35,430		36,560		38,955	
3	34,455		35,620		36,805		39,250	
4	34,630		35,810		37,050		39,545	
5	34,805		36,000		37,295		39,840	
6	34,980		36,190		37,540		40,135	
7	35,155		36,380		37,785		40,430	
8	35,330		36,570		38,030		40,725	
9	35,505		36,760		38,275		41,020	
10	35,680		36,950		38,520		41,315	
11	35,855		37,140		38,765		41,610	
12	36,030		37,330		39,010		41,905	
13	36,205		37,520		39,255		42,200	
14	36,380		37,710		39,500		42,495	
15	36,555		37,900		39,745		42,790	
16	36,730		38,090		39,990		43,085	
17	36,905		38,280		40,235		43,380	
18	37,080		38,470		40,480		43,675	
19	37,255		38,660		40,725		43,970	
20	37,430	X 175/-	38,850	X 190/-	40,970	X 245/-	44,265	X 295/-
21	37,605		39,040		41,215		44,560	
22	37,780		39,230		41,460		44,855	
23	37,955		39,420		41,705		45,150	
24	38,130		39,610		41,950		45,445	
25	38,305		39,800		42,195		45,740	
26	38,480		39,990		42,440		46,035	
27	38,655		40,180		42,685		46,330	
28	38,830		40,370		42,930		46,625	
29	39,005		40,560		43,175		46,920	
30	39,180		40,750		43,420		47,215	
31	39,355		40,940		43,665		47,510	
32	39,530		41,130		43,910		47,805	
33	39,705		41,320		44,155		48,100	
34	39,880		41,510		44,400		48,395	
35	40,055		41,700		44,645		48,690	
36	40,230		41,890		44,890		48,985	
37	40,405		42,080		45,135		49,280	
38	40,580		42,270		45,380		49,575	
39	40,755		42,460		45,625		49,870	
40	40,930		42,650		45,870		50,165	

First Schedule

Collective Agreement - 2015

Electricians/ Asst. Supervisors / Supervisors / Senior Supervisors

	Grade 1		Grade 2		Grade 3		Grade 4	
	Electricians		Asst. Supervisors		Supervisors		Senior Supervisor	
	New Basic		New Basic		New Basic		New Basic	
1	34,955		36,115		37,160		39,620	
2	35,145		36,355		37,435		39,915	
3	35,335		36,595		37,710		40,210	
4	35,525		36,835		37,985		40,505	
5	35,715		37,075		38,260		40,800	
6	35,905		37,315		38,535		41,095	
7	36,095		37,555		38,810		41,390	
8	36,285		37,795		39,085		41,685	
9	36,475		38,035		39,360		41,980	
10	36,665		38,275		39,635		42,275	
11	36,855		38,515		39,910		42,570	
12	37,045		38,755		40,185		42,865	
13	37,235		38,995		40,460		43,160	
14	37,425		39,235		40,735		43,455	
15	37,615		39,475		41,010		43,750	
16	37,805		39,715		41,285		44,045	
17	37,995		39,955		41,560		44,340	
18	38,185		40,195		41,835		44,635	
19	38,375		40,435		42,110		44,930	
20	38,565	X 190/-	40,675	X 240/-	42,385	X 275/-	45,225	X 295/-
21	38,755		40,915		42,660		45,520	
22	38,945		41,155		42,935		45,815	
23	39,135		41,395		43,210		46,110	
24	39,325		41,635		43,485		46,405	
25	39,515		41,875		43,760		46,700	
26	39,705		42,115		44,035		46,995	
27	39,895		42,355		44,310		47,290	
28	40,085		42,595		44,585		47,585	
29	40,275		42,835		44,860		47,880	
30	40,465		43,075		45,135		48,175	
31	40,655		43,315		45,410		48,470	
32	40,845		43,555		45,685		48,765	
33	41,035		43,795		45,960		49,060	
34	41,225		44,035		46,235		49,355	
35	41,415		44,275		46,510		49,650	
36	41,605		44,515		46,785		49,945	
37	41,795		44,755		47,060		50,240	
38	41,985		44,995		47,335		50,535	
39	42,175		45,235		47,610		50,830	
40	42,365		45,475		47,885		51,125	

First Schedule
Collective Agreement - 2015

Technical Assistant/ Junior Technical Officer

	Technical Assistant		Junior Technical Officer	
	New Basic		New Basic	
1	42,085		44,660	
2	42,480		45,200	
3	42,875		45,740	
4	43,270		46,280	
5	43,665		46,820	
6	44,060		47,360	
7	44,455		47,900	
8	44,850		48,440	
9	45,245		48,980	
10	45,640		49,520	
11	46,035		50,060	
12	46,430		50,600	
13	46,825		51,140	
14	47,220		51,680	
15	47,615		52,220	
16	48,010		52,760	
17	48,405		53,300	
18	48,800		53,840	
19	49,195		54,380	
20	49,590	X 395/-	54,920	X 540/-
21	49,985		55,460	
22	50,380		56,000	
23	50,775		56,540	
24	51,170		57,080	
25	51,565		57,620	
26	51,960		58,160	
27	52,355		58,700	
28	52,750		59,240	
29	53,145		59,780	
30	53,540		60,320	
31	53,935		60,860	
32	54,330		61,400	
33	54,725		61,940	
34	55,120		62,480	
35	55,515		63,020	
36	55,910		63,560	
37	56,305		64,100	
38	56,700		64,640	
39	57,095		65,180	
40	57,490		65,720	

First Schedule

Collective Agreement - 2015

Court Clerks

	New Basic			New Basic			New Basic	
1	19,555		41	27,755		81	35,955	
2	19,760		42	27,960		82	36,160	
3	19,965		43	28,165		83	36,365	
4	20,170		44	28,370		84	36,570	
5	20,375		45	28,575		85	36,775	
6	20,580		46	28,780		86	36,980	
7	20,785		47	28,985		87	37,185	
8	20,990		48	29,190		88	37,390	
9	21,195		49	29,395		89	37,595	
10	21,400		50	29,600		90	37,800	
11	21,605		51	29,805		91	38,005	
12	21,810		52	30,010		92	38,210	
13	22,015		53	30,215		93	38,415	
14	22,220		54	30,420		94	38,620	
15	22,425		55	30,625		95	38,825	
16	22,630		56	30,830		96	39,030	
17	22,835		57	31,035		97	39,235	
18	23,040		58	31,240		98	39,440	
19	23,245		59	31,445		99	39,645	
20	23,450	X 205/-	60	31,650	X 205/-	100	39,850	X 205/-
21	23,655		61	31,855		101	40,055	
22	23,860		62	32,060		102	40,260	
23	24,065		63	32,265		103	40,465	
24	24,270		64	32,470		104	40,670	
25	24,475		65	32,675		105	40,875	
26	24,680		66	32,880		106	41,080	
27	24,885		67	33,085		107	41,285	
28	25,090		68	33,290		108	41,490	
29	25,295		69	33,495		109	41,695	
30	25,500		70	33,700		110	41,900	
31	25,705		71	33,905		111	42,105	
32	25,910		72	34,110		112	42,310	
33	26,115		73	34,315		113	42,515	
34	26,320		74	34,520		114	42,720	
35	26,525		75	34,725		115	42,925	
36	26,730		76	34,930		116	43,130	
37	26,935		77	35,135		117	43,335	
38	27,140		78	35,340		118	43,540	
39	27,345		79	35,545		119	43,745	
40	27,550		80	35,750		120	43,950	

SECOND SCHEDULE

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 20 (iv) 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 hospitalization involving at least one night's stay in a hospital.
3. The Bank must be notified promptly, and in any event not later than on the first business day following 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 *uberima fide* 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) Earthquake, Volcanic Eruption or Tidal Wave.

(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 Year" in Clause 20 (iv) of the Agreement shall be deemed to be the period 1st 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 hospitalization 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 20 (iv) of the Agreement.
10. Bank shall review the permission of Hospitalization Charges on Normal Delivery and relaxation of children age limit to 21 years and recurrent illness clauses prevailed in 2009 Collective Agreement, in the event Scheme is undertaken by the insurance provider.

THE THIRD SCHEDULE

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

1. Wherever practical, the Bank will endeavour to ensure that jobs are designed to include a mix of VDU/ non VDU tasks which seek to provide variation in visual and mental demands upon the operator.
2. The workload of operators of VDUs will be regularly reviewed by Management for the purpose of ensuring proper safety and effectiveness of the operation.
3. The Banks agree to provide VDU operators with adequate training within the parameters of their job description to ensure the safety and health of employees.
4. (a) In selecting VDUs, 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 the VDUs.

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 endeavour to provide lighting facilities to minimize visual fatigue in the operation of VDUs.

Employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, will be permitted to visit, at the cost of the Bank, an Optician selected by the Bank to have his eyesight examined prior to his commencing employment on a VDU. In the event of an adverse report being obtained from the Optician, the employee should inform the Bank immediately.

Where an employee whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU, and he is already using spectacles, when he is called upon to operate a VDU for the first time, he will be permitted, at the expenses of the Bank, to be examined by an Optician nominated by the Bank for the purpose of obtaining an opinion as to whether any modification is necessary to his lenses. The cost of such examination and modification to the lenses if necessary, will be borne by the Bank on the following basis :

- (i) The cost of the examination will be met by the Bank outside the limits prescribed by the Medical Assistance Scheme herein.
 - (ii) The cost of modification of the lenses will be met within the Medical Assistance Scheme, but if such cost should exceed the limits prescribed by the Scheme, the Bank will bear such additional cost as well.
5. 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.

6. The provisions of this Agreement will apply to employees whose main or primary function, as decided by the Management of the Bank, is operating a VDU. Provided however the Union will be entitled to make representations as to whether the main or primary function is the operation of a VDU subject to there being no industrial dispute being raised on this issue.
7. 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 employer considered it necessary.
 - (c) The Banks 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.
8. 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.

ANNEXURE 1



HEALTH CHECKUP FOR STAFF MEMBERS OVER 40 YEARS OF AGE CLAIM FORM

EPF NO

Branch/Department

Name with initials (Mr./Mrs./Miss.)

Age Category Amount (Please tick "X")

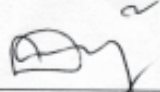
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P.C.V.	
R.B.C.	
MCHC MCV MCH	
Total W.B.C.	
E.S.R.	
Peripheral Smear	
Biochemical Parameters	
Fasting & PP Blood Sugar	
Urea	
Creatinine	
Uric Acid	
Lipid Profile	
Total Cholesterol	
HDL Cholesterol	
LDL Cholesterol	
Triglycerides	
Total Cholesterol/HDL Ratio	
Liver Function Tests	
Total Protein	
Albumin	
Globulin	
SGPT	
Alkaline Phosphatase	
GGTP	
SGOT	
Serum Bilirubin	
General Tests	
VDRL	
Blood Grouping & Rh typing	
Complete Urine Analysis	
Stools Test	
Pap Smear for women/ P.S.A. for men	
E.C.G.	
Chest X-Ray	
Ultrasonogram of the Abdomen	
Cardiac Stress Analysis (CSA/TMT)	
Pulmonary Function Test (PFT)	

I certify that this claim and the bills submitted therewith are genuine in respect of expenditure incurred by me. I also declare that I have not made a claim under the Health Checkup for the past 12 months.

.....

.....

In witness hereof the said parties have set their hands hereunto on this 11th day of November 2015 at Colombo.



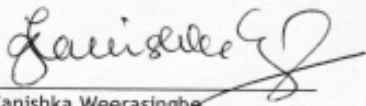
 For and on behalf of
 Hatton National Bank PLC

Name : L Chiranthi Cooray (Mrs)
 Designation : Chief Human Resource Officer/
 AGM - HR

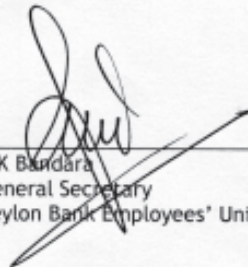


 For and on behalf of
 Ceylon Bank Employees' Union

Name : S P Jayarathne
 Designation : President

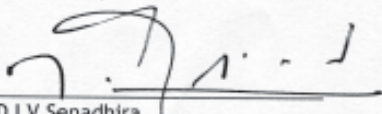


 Kanishka Weerasinghe
 Director General
 Employers' Federation of Ceylon

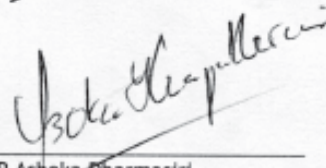


 A K Bandara
 General Secretary
 Ceylon Bank Employees' Union


Witness




 D I V Senadhira
 Senior Manager - Human Resource Management
 Hatton National Bank PLC




 H P Ashoka Dharmasiri
 Senior Assistant Secretary
 Ceylon Bank Employees' Union



 Gehan Mendis
 Manager - Industrial Relations
 Hatton National Bank PLC



 M R F Perera
 President
 Ceylon Bank Employees' Union
 Hatton National Bank PLC

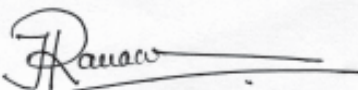


 B P Gamhewa
 Committee Member
 Ceylon Bank Employees' Union
 Hatton National Bank PLC Branch





DIRECTOR



BOARD SECRETARY