

**COLLECTIVE AGREEMENT**

Between

State Mortgage & Investment Bank  
No.269, Galle Road, Colombo 03 of the one part

And

Ceylon Bank Employees' Union No.20, Temple Road,  
Colombo 10 of the other part.

## Collective Agreement

Between

State Mortgage & Investment Bank No.269, Galle Road, Colombo 03 of the one part

And

Ceylon Bank Employees' Union No.20, Temple Road, Colombo 10 of the other Part

This Collective Agreement is made and entered into on this 06th day of August, Two Thousand and Twelve (2012) by and between the State Mortgage & Investment Bank having its head office at 269, Galle Road, Colombo 3 in the Republic of Sri Lanka and duly incorporated by the State Mortgage and Investment Bank law No 13 of 1975 of the one part (herein after referred to as "the Bank") and the Ceylon Bank Employees' Union its head office No 20, Temple Road, Colombo 10 of the other part (herein after referred to as "the Union")

TITLE : This Agreement will be known and referred to as STATE MORTGAGE & INVESTMENT BANK COLLECTIVE AGREEMENT WITH THE CEYLON BANK EMPLOYEES' UNION FOR THE PERIOD OF FIRST JANUARY TWO THOUSAND AND TWELVE TO THIRTY FIRST DECEMBER TWO THOUSAND AND FOURTEEN (01.01.2012 to 31.12.2014).

### 1. EMPLOYERS TO BE COVERED AND BOUND

This agreement shall cover and bind the State Mortgage & Investment Bank which is a party to this Agreement.

### 2. EMPLOYEES TO BE COVERED AND BOUND

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

### 3. DATE OF OPERATION AND DURATION

This Agreement shall come into force on First January, Two Thousand and Twelve (01.01.2012) and thereafter continue to be enforced, unless it is determined by either party giving six months notice in writing to the other provided, however that no party shall give such notice to the other party before the 1<sup>st</sup> day of July 2014 and such notice shall not expire before the 31<sup>st</sup> December, 2014.

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

- a. This Agreement shall be in full and final settlement of all matters covered herein as well as of all the matters raised by the Union in relation to the period 2012-2014 and in respect of which negotiations took place between the parties before the conclusion of this agreement and the Union agrees that it will not during the continuance in force of this Agreement raise any of the matters which were

discussed and negotiated between the parties preceding this Agreement other than the matters relating to non salary benefits which shall be discussed by the Management of the Bank with the Union and reach finality on or before 31<sup>st</sup> January 2013. After an agreement has been arrived at as regard non-salary benefits the terms and conditions of same shall be annexed to this agreement, which shall form an integral part thereof.

- b. The Union and its members shall not during the continuance in force of this Agreement seek to vary after or add to all or any of the terms and conditions of employment or benefits applicable or enjoyed as provided for in this Agreement other than by mutual agreement with the Bank.

## 5. SALARY COMPONENTS

As from 01.01.2012 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 comprise of the following components.

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

### 5.1 Fixed Component

The Fixed Component comprises the following items:-

- (i) Revised basic salary as set out in the Annex I hereto (those reaching the maximum of the salary scales of the highest grade in each salary grade marked as \*\*in the Annex I will be entitled for increments (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 01.01.2012.

- i Cost of Living Allowance as per item (b) below
- ii Rent Allowance as per item (c) below
- iii 10% of Basic Salary, Rent Allowance and Cost of Living Allowance.

- (b) The Cost of Living Allowance at the rate of Rs.2.75 frozen as at December 1999 at the index point of 2,404.9 commencing from January, 2000 every one point change over and above the Colombo Consumer Price Index (CCPI) of December 1999, only will be computed at Rs.3/- . If the index point drops below the December level i.e. 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.

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## 5.2 Variable Component

Basis of determination of Variable Component will be decided upon in the course of time.

## 6. TAX ON EMOLUMENTS

PAYE Tax on emoluments of staff will be borne by the Bank.

## 7. CONVERSION OF THE BASIC SALARY

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

Eg. An employee who had been on the 05<sup>th</sup> step of the scale as at 31.12.2011 will be placed on 05<sup>th</sup> step of the relevant revised scale with effect from 01.01.2012.

- b. Non-Banking stream personnel shall also be placed at the appropriate revised salary scale on the same basis.

## 8. CONVERSION ANOMALIES

The State Mortgage & Investment Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the year 2012-2014 subject to rectify possible anomalies associated with calculation of increments in the salary scales as corrected by other three government Banks (Bank of Ceylon, Peoples Bank and National Savings Bank) that would arise subsequently to this revision.

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

## OTHER COMMITMENTS

9. 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.
10. 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 favorable than the terms and conditions provided for in this agreement, then nothing in this agreement shall in any way affect or prejudice such existing terms and conditions of employment of such concessions shall continue to exist notwithstanding any thing to the contrary contained herein.

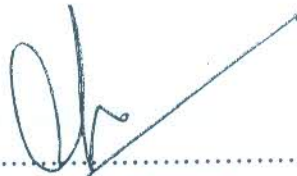
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11. Where an employee was immediately prior to the date hereof entitled to, becomes entitled on or after that date under or by virtue of any law, contract; agreement award or custom to any rights or privileges more favorable than those to which he/she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

**For and on behalf of the**

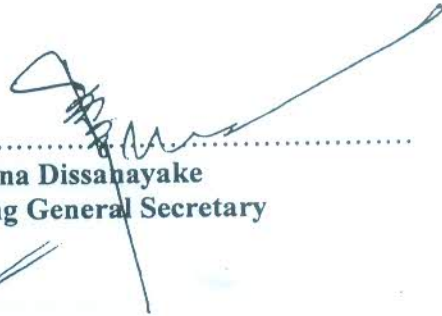
STATE MORTGAGE & INVESTMENT BANK

CEYLON BANK EMPLOYEE'S UNION



.....  
**Jagath Wellawatta**  
Chairman

.....  
**Amarapala Gamage**  
President



.....  
**W.M. Dayasinghe**  
General Manager/CEO

.....  
**Channa Dissanayake**  
Acting General Secretary

**Witness to the above Signatories**



.....  
**Jagath Karunathilaka**  
Assistant General Manager -  
(Human Resources & Logistic)

.....  
**R.M. Abeyratne**  
President -  
CBEU- SMIB Branch



.....  
**S. S. Wijedoru**  
Chief Manager -  
(Human Resources & Logistic)

.....  
**H.M.R. De. Silva**  
Secretary -  
CBEU-SMIB Branch

## STATE MORTGAGE &amp; INVESTMENT BANK –SMIB

(Salary Grades & Scales are applicable with effect from 1<sup>st</sup> January, 2012)

Salary Grade	Position	Present Salary Scale - Monthly Rs.	New Salary Scale - Monthly Rs.
01	Chief Manager	42,365-1,570x12-61,205	55,190-1,900x12-77,990
	Senior Accountant		
	Internal Auditor		
02	Manager	33,055-1,015x20-53,355	43,665-1,225x20-68,165
	Accountant Gr. I		
	Branch Manager		
	Marketing Manager		
03.	Deputy Manager	27,680-890x20-45,480	35,800-1,045x20-56,700
	Accountant Gr. II		
	Administrative Officer Gr. II		
04 **	Assistant Accountant	22,720-660x20-35,920	29,760-775x20-45,260
	Assistant Internal Auditor		
	Assistant Manager		
	Marketing & Publicity Officer		
05 (a) **	Confidential Secretary(Pr Gr)	19,400-500x20-29,400	25,570-580x20-37,170
05 (b) **	Analyst /Programmer	17,840-465x20-27,140	23,510-540x20-34,310
	Staff Officer Gr. V		
05 (c) **	Confidential Secretary Gr. II	16,880-395x20-24,780	22,250-460x20-31,450
	Data Control Assistant		
06 **	Senior Valuation Inspector	16,025-375x20-23,525	21,235-435x20-29,935
	Junior Executive Officer		
	Book Keeper Gr.1		
	Systems Operator		
	Steno Typist Gr1		
	Data Procession Clerk Gr1		
07 **	Banking Assistant Gr. I	14,555-260x20-19,755	19,210-300x20-25,210
	Valuation Inspector		
	Computer Operator Gr. 1		
	Record Keeper		

