

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 year, in case of sickness on full pay, subject to the conditions in sub-clause (ii) hereof.
- (ii) AVAILMENT.— A Bank will be entitled to refuse to grant pay for any days of absence on grounds of sickness *not* supported by a Certificate from a Registered Medical Practitioner.
 - (a) where such period of absence exceeds two consecutive days including weekly or other holidays, or,
 - (b) where the numbers of days already allowed on full pay on grounds of sickness, uncertified by a Medical Practitioner, is in excess of twelve (12) days.
- (iii) ACCUMULATION.— An employee who takes less than his entitlement in any one year as prescribed above shall be entitled to avail himself of the balance of his entitlement for such year in any succeeding year or years, subject to the following provisions:
 - (a) in no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and,
 - (b) the accumulated medical leave may only be availed of on account of prolonged illness, hospitalisation or similar circumstances, supported by a Certificate from a Registered Medical Practitioner,
 - (c) where an employee has exhausted his current year's sick leave as a result of prolonged illness such as an infectious disease or prolonged hospitalisation an 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 Banks 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 Banks have 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 Banks have 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 where of *not* more than two (2) days shall be taken at any one given time and such leave shall not precede or follow any period of annual leave. All casual leave shall be by prior approval of the Banks, unless the reason for such absence is justified to the satisfaction of the Banks as being in circumstances that could not have been foreseen by such employee.

27. **Suspension.**— (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions, 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 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 as fraud or misappropriation, the employee will not be entitled to any salary during the period of suspension unless the inquiry is not concluded within six months of the date of suspension in which event he will receive half his salary (salary plus cost of living allowance) during his suspension beyond the said six months period. Provided that if the delay beyond six months is due to the employee's own conduct or due to the employee being in custody or remand thereby making it impossible for the Banks to hold or conclude the inquiry, half such salary as forementioned will not be payable.

(iii) In cases not involving financial dishonesty as forementioned, where the employer is prevented from concluding the inquiry within six months of suspension for reasons beyond the employer's control such as where the employee makes repeated requests for postponements or where he is remanded or in Police custody or where the matter is under investigation by the Police, the employee will continue to receive half his salary and will not receive full pay in these circumstances.

28. **Disciplinary Procedure.**— Where the Banks propose 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 Banks his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Banks for an extension of time within which to tender the written explanation and where such request is made, the Banks shall normally grant such request for such further period of time as is considered necessary by the Banks 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 Banks are satisfied with such explanation, the Banks shall withdraw the charge/s against the employee and if the employee is under suspension, the Banks 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 Banks are not satisfied with such explanation, the Banks shall, subject to sub-clause (k)(iii) hereof, hold an inquiry into the charges against such employee.
- (e) The Banks 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 Banks' 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 defence for unacceptable conduct) or a Central Committee Member of the Union employed in the Banks 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 Banks 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 Banks 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 Banks. 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, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the Inquiring Officer may ask him.
- (g) The Union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. After the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceedings shall be taken as a true copy of such proceedings before the Inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.
- (i) Within thirty (30) working days after the conclusion of the inquiry the Banks 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 Banks fail to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Banks 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 Banks 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 Banks 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 Banks 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 Banks shall be final and binding on the Banks and the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Banks had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.
- (m) Where an employee is under suspension and the Banks make order that—
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Banks may determine; provided further that the Banks 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 Banks 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 enquiry.
- (n) The observance by the Banks 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.

29. **Technology.**— (i) The Third Schedule hereto contains matters relating to new Computer Based Banking Technology agreed upon between the parties.

(ii) The Banks will furnish the Union on request information relating to new computer hardware to be introduced by the Banks, i. e., published manufacture's specifications relating to equipment. The Banks 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 Banks 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.

30. **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 Banks 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 Banks 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 Banks 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 Banks in respect of any dispute that may arise on any matter not related to this Agreement until –

- (i) The Branch Unions of the Banks has exhausted all forms of conciliation to resolve such dispute amicably with the Banks, at which stage the Branch Union shall notify the Banks 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 Banks 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 Banks, the Employers' Federation of Ceylon and to the Commissioner of Labour.

31. **Union Check-off Facilities.** - During the continuance in force of this Agreement and provided the Union has not less than forty (40) percent membership among the employees covered by this Agreement the Banks shall continue to grant check-off, provided, however, that the Banks reserve 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 Banks.

32. **Implementation and Interpretation of this Agreement.** - (i) Where either the Union or the Banks 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 Banks consisting of two representatives from the Banks and two representatives from the Union. The Banks 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.

33. **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.

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

Banks / Bank / Employer	Indian Bank Indian Overseas Bank State Bank of India Habib Bank
Employee	an employee covered and bound by this Agreement
Cost of Living Allowance	the Cost of Living Allowance calculated in the manner set out in Clause 7 hereof on the Cost of Living Index Figure published by the Department of Census and Statistics each month.
Cost of Living Index	The Cost of Living Index published monthly by the Department of Census and Statistics.
Parent Union	The Ceylon Bank Employees' Union
Branch Union	The Branch Union of the Ceylon Bank Employees' Union at any of the Banks covered by this Agreement.
Dispute	A dispute shall have the same meaning as an Industrial Dispute in the Industrial disputes Act and shall include any dispute arising between any of the Banks who are parties to this Agreement and the Branch Union of the Ceylon Bank Employees' Union at such respective Bank
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.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS HEREUNTO ON THIS 26th DAY OF MAY, 2004.

For and on behalf of
INDIAN BANK

K. RAGHAVAN
Chief Executive Officer

For and on behalf of
CEYLON BANK EMPLOYEES' UNION

M. R. SHAH
President