

- (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 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 consider granting 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 entitlement 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 (a) hereof, hold and 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 object to the person concerned which decision shall be final) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defendant 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 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, 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 Bank as hitherto shall appoint a member of the Supervisory Staff of the Branch of the same or higher grade (local-based or India-based Officer) than the accused, as Prosecuting Officer other than the Inquiry Officer to present the case of the Bank at a Domestic Inquiry. The Prosecuting Officer shall function as such and be entitled to present the Bank's case, examine the Bank's witnesses and cross-examine the accused employee and his witness/es.
- (h) The union will be entitled to a copy of the proceedings of the inquiry conducted subject to the observer and 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 inquiry officer.
- (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 on 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 the domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the union, unless the employee or the union shall within three (3) months from the date on which such Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and / or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
- (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect as from the date of suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
- (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination which may include the whole or part of the salary for 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 and 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.

23. **Trade Union Action.** - (a) MATTERS RELATED AND 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 related to any matter covered by this Agreement.

IN WITNESS HEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS TWENTY THIRD DAY OF DECEMBER, TWO THOUSAND AND FOUR.

For and On behalf of
STATE BANK OF INDIA

VINAY JAIN

Chief Executive Officer

WITNESSES:

R. L. P. PEIRIS

Deputy Director-General E F C

For and On behalf of
CEYLON BANK EMPLOYEES' UNION

M. R. SHAH

President

KEERTHI S. KODITHUWAKKU

Branch Secretary

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Nestle Lanka Limited, No. 440, T. B. Jayah Mawatha, Colombo 10 of the one part and All Ceylon Commercial and Industrial Workers' Union, No. 457, Dr. Colvin R. De Silva Mawatha, (Union Place) Colombo 02 of the other part on 07th January, 2005, is hereby published in terms of Section 6 of the Industrial Disputes Act, Chapter 131, Legislative Enactments of Ceylon (Revised Edition 1956).

MAHINDA MADIHAHEWA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th February, 2005,

Collective Agreement No. 01 of 2005

THE NESTLE LANKA LIMITED COLOMBO HEAD OFFICE NON-CLERICAL STAFF COLLECTIVE AGREEMENT OF 2005

Collective Agreement between Nestle Lanka Limited and All Ceylon Commercial and Industrial Workers' Union

<i>Contents</i>	<i>Page</i>
PART I - GENERAL	
1. Title	4
2. Date of Operation and Duration	4
3. Earlier Collective Agreements	4
4. Persons Covered and Bound	4
5. General Terms and Conditions	4
6. Variation of Terms and Conditions of Employment or Benefits	4
7. Check Off	5
8. Union Meetings	5
9. Trade Union Action	5
PART II - WORKING HOURS	
10. Working Hours	6
PART III - WAGE ADMINISTRATION AND ALLOWANCES	
11. Grading	6 & 17
12. Initial Salary Points	6 & 18
13. & 14. Salaries	6 & 7
15. Increments / one off payment	7
16. Non-Recurring Cost of Living Gratuity	7 & 8
17. Overtime	8
18. Holidays	8
19. Weekly Holidays	9
20. Festival Advance	9
21. Uniforms	9
22. Bonus	9
23. Lunch Subsidy	10
PART IV - LEAVE	
24. Annual Leave	10
25. Casual Leave	10 & 11
PART V - SICK LEAVE AND MEDICAL BENEFITS	
26. Sick Leave	11
27. Medical Benefits & Hospitalization	11 & 12
PART VI - RETIREMENT AND TERMINAL BENEFITS	
28. Age of Retirement	12
29. Provident Fund	12
30. Employees' Trust Fund	12
PART VII - ATTENDANCE & CARRYING OUT EMPLOYER'S INSTRUCTIONS	
31. Attendance	12
32. Carrying Employer's Instructions	13

**PART VIII - SUSPENSION DISCIPLINARY PROCEDURE AND
GRIEVANCE AND DISPUTE PROCEDURE**

33.	Suspensions	13 & 14
34.	Disciplinary Procedure	14 & 15
35.	Grievance & Disputes Procedure	15 & 16

APPENDICES

Appendix I - Grading of the Non-Clerical & Allied staff	17
Appendix II - Salary scales of the Non-Clerical & Allied staff	18

Collective Agreement between Nestle Lanka Limited and All Ceylon Commercial and Industrial Workers' Union

This Collective Agreement made and entered into on the SEVENTH day of JANUARY, TWO THOUSAND AND FIVE between Nestle Lanka Limited, having its registered office at No. 440, T. B. Jayah Mawatha, Colombo 10 (hereinafter referred to as the "Employer") of the one part and the All Ceylon Commercial and Industrial Workers; Union, being a trade union duly registered under the Trade Unions' Ordinance, having its registered office at No. 457, Dr. Colvin R. de Silva Mawatha, (Union Place), Colombo 2, (hereinafter referred to as the "Union") of the other part.

Witnesseth:

Whereas the Union has shown to the satisfaction of the employer that it represents a majority of the employees referred to in Appendix I of this Agreement employed by the Employer.

Therefore, in consideration of the above premises and the mutual terms and conditions hereinafter set out, the Union and the Employer agree as follows:

PART I

GENERAL

1. **Title.**— This Agreement shall be known and referred to as "The Nestle Lanka Limited, Colombo Head Office, Non-Clerical Staff Collective Agreement of 2005."

2. **Date of Operation and Duration.**— This Agreement shall come into force with effect from 1st January, 2005, and shall continue to remain in force thereafter unless terminated in writing by either party with six (6) calendar months written notice to the other provided however, that such written notice shall not be given prior to 30th June, 2007, and the agreement shall not stand terminated prior to 31st December, 2007.

3. **Earlier Collective Agreement.**— The provisions of this Agreement shall supersede and replace the provisions of any earlier Collective Agreement and the provisions of the Nestle Lanka Limited, Non-Clerical Staff Collective Agreement of 2002, which shall stand terminated with effect from the date on which this Agreement takes effect.

4. **Persons Covered and Bound.**— This Agreement shall cover and bind the Employer in respect of its employees in its Colombo Head Office and who are covered by this agreement, the Union and employees who are members of the Union and employed in the Colombo Head Office of the employer in the categories of employment set out in Appendix I hereto on permanent monthly contracts of employment and hereinafter sometimes referred to as the employees.

5. **General Terms and Conditions.**— The terms and conditions of this agreement shall as from the date hereinafter and during the continuance in force of this Agreement be deemed to be included in all contracts of employment between the Employer and the employees covered and bound by this Agreement.

6. **Variation of Terms and Conditions of Employment or Benefits:**

6.1 The employer and the Union and its members and employees covered and bound by this Agreement, agree that during the continuance of this Agreement neither party will seek to vary or add to any of the terms and conditions of employment and benefits presently covered and bound by this Agreement.

6.2 Any variations or additions required to any of the terms and conditions and benefits covered and bound by this Agreement should only be done by mutual agreement.