

(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 twelve (12) days casual leave inclusive of intervening holidays in each year of employment where of not more than four (4) days shall be taken at any on given time and such leave shall not precede or follow any period of annual leave. All casual leave shall be by prior approval of the Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

Unavailed casual leave will be added to annual leave in the following year.

19. 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 (basic salary plus cost of living allowance plus house rent allowance) from the date of suspension up to 6 months and full pay thereafter.
- (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 6 months of the date of suspension in which event he will receive half his salary (basic salary plus cost of living allowance plus house rent allowance) during his / her suspension beyond the said 6 months period. Provided that if the delay beyond 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 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.

20. **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 misconduct, 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 calendar days after the date of '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 (e) 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 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 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 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 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.

21. *Trade Union Action.*—

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.

SCHEDULE I

LEAVE FARE CONCESSION

1. LFC facility is available to local officers.
2. No monetary benefit shall be extended in lieu of LFC.
3. Once in each block of two years for travel to any place in Sri Lanka. Block is to be framed from the date of promotion.
4. Member should give a minimum of 30 days notice for availing the facility.
5. Officers can encash 15 days annual leave once in 2 years block only at the time of availing LFC facility. When they avail LFC facility they will be required to take a minimum of 15 days annual leave.
6. Mode of Travel:- By Air/Train/Bus/Taxi supported by tickets / receipts.
incidental expenses are not allowed. (Such as vehicle retaining charges / Batta etc.)
7. Members should specify the correct distance in kilometers of the places visited.
8. Member can travel to India after availing the facility and any travel expenses beyond the Sri Lankan boundary is not reimbursed.
9. Sanctioning of LFC and passing of relative bills for LFC availed by local officers will be processed/sanctioned at the Branch itself.
10. In respect of travel by car, reimbursement will be restricted to the actual amount incurred or the prevailing rate per kilometer as advised by the Automobile Association of Sri Lanka/reputed Travel Agents from time to time, whichever is less.
11. The member shall produce some sort of evidence as required by the Bank to prove that he/she has actually visited the place mentioned in their application/bill for Leave Fare Concession.
12. Standard list, chart depicting distance in kilometers from Colombo to various places in Sri Lanka will be available with Establishment Department.
13. If the member does not submit the claim forms within 15 days after reporting to work, his/her LFC will be cancelled and member should refund the leave encashment and his leave will be credited accordingly. The encashment of leave will not be considered without availing Leave Fare Concession under any circumstances.
14. LFC facility is available to local officers, their spouses and unemployed dependant children only. However, in case of travel by car, dependant parents may accompany them.
15. Grade I Officers Employees are not eligible for travel by air. Where no other mode of travel other than by air is available, Bank may permit such employee to travel by air but the reimbursement shall be restricted to train/bus taxi fare, whichever is less.
16. When the spouse is also an employee of the Bank, only one is eligible to avail this facility. The employee opting to avail LFC under this provision will have to give an irrevocable option in this regard.
17. The maximum limit on LFC at any given time for a single block of 2 years will be Rs. 28,500/-

The Second Schedule

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 17 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.
- (b) 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. Banks must be notified promptly, and in any event not later than on the first business day following admission to hospital.
4. Banks 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 Banks to obtain reimbursement from the Insurance Companies. Banks will advise by internal circular issued from time to time the documentary requirements and time limits within which document should be submitted. Where an employee does not comply, he will not be entitled to benefits under this Scheme.
5. Employees shall uphold the principle of uberrima fides when making declarations and submitting claims under this Scheme and any deviation would disqualify the employee from receiving any benefit under this Scheme. In addition, the employee will be liable to disciplinary action in accordance with the provisions set out in this Agreement.
6. (a) 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 Banks 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 (Where war be declared or not). Civil War, Rebellion, Revolution, Insurrection, Mutiny or Usurped Power, Military, Popular Rising or while serving as a member of any defence, Police, Security Force, Home Guard etc.
 - (ii) Attempted Suicide, Alcoholism, Venereal Disease, Insanity and illnesses resulting from Acquired Immune Deficiency Syndrome.
 - (iii) Normal child birth or pregnancy subject to clause 17(iv). Provided that if an employee has been employed for a continuous period of twelve months, the Bank will pay the medical expenses incurred for any abnormality of maternity which is in excess of what a normal child birth would have cost. The responsibility for furnishing the Bank with the required proof of the extra cost involved, such as a letter from the Doctor / Hospital, will be on the employee who makes the claim.
 - (iv) Earthquake, Volcanic Eruption or Tidal Wave.
 - (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 Airline 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 17(iii) 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 17(iii) of the Agreement.

10. (a) In respect of 2005, the full limits specified in Clause 17(iii) of the Agreement or the pro-rata limits as specified in Clause 8 of this Schedule, whichever is lower, will apply subject to the provisions of paragraphs (b) and (c) hereunder.

(b) The balance entitlement available for 2005 will be arrived at after deducting claims which have been reimbursed or which are accepted for reimbursement in the future with respect to hospitalization occurring between 1st January 2005, and the effective date of this Agreement.

(c) In respect of hospitalization commencing prior to the effective date of this Agreement, the benefits accruing to the employees will be in accordance with the provisions of the Memorandum of Agreement entered into between the parties on 18th December 2001.

In witness hereof the parties have hereunto set their hands on this 6th Day of June Two Thousand and Five.

For and On behalf of
Indian Overseas Bank

Sgd.
Name: A. RAMASWAMY
Designation: Country Head

For and On behalf of
Ceylon Bank Employees' Union

1. Sgd.
Name: M. R. SHAH
Designation: President
2. Sgd.
Name: GAMINI KARUNARATHNE
Designation: General Secretary

WITNESSES:

1. Sgd.
Name: R. L. P. PEIRIS
Designation: Deputy Director General EFC

2. Sgd.
Name: H. P. ASOKA
Designation: Secretary

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My No.: CI/335.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Ceytra Limited, No. 36, D. R. Wijewardena Mawatha, Colombo 10 of the one part and Inter Company Employees Union, 470, Kandy Road, Kelaniya of the other part on 16th February 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,
12th August, 2005.