

- (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 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 (1) 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 defence for unacceptable conduct) 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 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 witness 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 reasons 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. If 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 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, any 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 in the basis that such employee had no cause to show.
  - (ii) Where the employee makes a written admission to 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 and 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 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 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), (h) and (i) 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 this Agreement.

24. **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 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 of Labour.

25. **Union Check-off Facilities.**— During the continuance in force of this Agreement and provided the Union has not less than 40 percent membership among the employees covered by this Agreement such employer 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.

26. **Implementation and Interpretation of this Agreement.**— (i) Where either the Union or the Bank is 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. The Union shall make its own nominations for the purpose of meetings to be held with the Monitoring Committee. 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 causes 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.

27. **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.

*SCHEDULE 1*

SALARY SCALES - EFFECTIVE 1ST APRIL 2003

STAGE	JUNIOR OFFICER		GRADE IV		GRADE III		GRADE II	
1	15,360		17,420		22,235		26,715	
2	15,585		17,795		22,760		27,405	
3	15,810		18,170		23,285		28,095	
4	16,035		18,545		23,810		28,785	
5	16,260		18,920		24,335		29,475	
6	16,485		19,295		24,860		30,165	
7	16,710		19,670		25,385		30,855	
8	16,935		20,045		25,910		31,545	
9	17,160		20,420		26,435		32,235	
10	17,385		20,795		26,960		32,925	
11	17,610	15	21,170	15	27,485	15	33,615	16
12	17,835	×	21,545	×	28,010	×	34,305	×
13	18,060	225	21,920	375	28,535	525	34,995	690
14	18,285		22,295		29,060		35,685	
15	18,510		22,670		29,585		36,375	
16	18,735		23,045		30,110		37,065	
17	19,035		23,495		30,710		37,755	
18	19,335		23,945		31,310		38,560	
19	19,635		24,395		31,910		39,365	
20	19,935	15	24,845	30	32,510	15	40,170	15
21	20,235	×	25,295	×	33,110	×	40,975	×
22	20,535	300	25,745	450	33,710	600	41,780	805
23	20,835		26,195		34,310		42,585	
24	21,135		26,645		34,910		43,390	
25	21,435		27,095		35,510		44,195	
26	21,735		27,545		36,110		45,000	
27	22,035		27,995		36,710		45,805	
28	22,335		28,445		37,310		46,610	
29	22,635		28,895		37,910		47,415	
30	22,935		29,345		38,510		48,220	
31	23,235		29,795		39,110		49,025	
32			30,245				49,830	
33			30,695					
34			31,145					
35			31,595					
36			32,045					
37			32,495					
38			32,945					
39			33,395					
40			33,845					
41			34,295					
42			34,745					
43			35,195					
44			35,645					
45			36,095					
46			36,545					

*THE SECOND SCHEDULE*

1. (a) The benefits of the Scheme will accrue to the employee but will cover those persons specified in Clause 20(iii) 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 hospitalisation 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 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 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 provisions set out in this Agreement.

6 (a) Banks 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 subparagraph, 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 (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) Normal child birth or pregnancy subject to clause 20 (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 recognised Airline on a regular route or in a fully licensed standard type of civil aircraft having two or more engines operated by a recognised 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(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 hospitalisation 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(iii) of the Agreement.

10. (a) In respect of 2000, the full limits specified in Clause 20(iii) of the Agreement or the pro-rate limits as specified in Clause 8 of this Schedule, whichever is lower, will apply subject to the provisions of paragraph (b) and (c) hereunder.

(b) The balance entitlement available for 2004 will be arrived at after deducting claims which have been reimbursed or which are accepted for reimbursement in the future with respect to hospitalisation occurring between 1st January 2004 and the effective date of this Agreement.

(c) In respect of hospitalisation commencing prior to the effective date of this Agreement, the benefits accruing to the employees will be in accordance with the provisions of the Collective Agreement of 2000.

IN WITNESS HEREOF PARTIES HAVE HEREUNTO SET THEIR HANDS ON THIS 20TH DAY OF OCTOBER TWO THOUSAND AND FOUR.

*For & on behalf of*  
HABIB BANK LTD

HASSAN AZAM

Asst. Vice President and Manager Operations

*For & on behalf of*  
CEYLON BANK EMPLOYEES' UNION

M. R. SHAH  
President

GAMINI KARUNARATNE  
General Secretary

WITNESSETH:

M. I. M. ASHRA  
President

R. L. P. PEIRIS  
Deputy Director General