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No. 1877/31 – THURSDAY, AUGUST 28, 2014

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PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1825.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Indian Bank, No. 57, Baron Jayatilaka Mawatha, Colombo 01, Indian Overseas Bank, No. 139, Main Street, Colombo 11 and State Bank of India, No. 16, Baron Jayatilaka Mawatha, Colombo 01 of the one part and The Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 20th day of March 2014 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
21st August, 2014.

COLLECTIVE AGREEMENT No. 20 OF 2014

THIS COLLECTIVE AGREEMENT made on this 20th day of March, 2014 between Indian Bank, Indian Overseas Bank and State Bank of India, having their registered offices at No. 57, Baron Jayatilaka Mawatha, Colombo 01, at No. 139, Main Street, Colombo 11 and at No. 16, Baron Jayatilaka Mawatha, Colombo 01, respectively, (hereinafter referred to as “the Banks” or “the Bank” or “the Employer” as relevant) of the One part.

and

The Ceylon Bank Employees' Union, a Trade Union duly registered in Sri Lanka and having its registered office at 20, Temple Road, Colombo 10, (hereinafter referred to as “the Union”).



Of the Other Part

WHEREAS the Union made demands for re-negotiation of the Collective Agreement of 2009, which came into effect on 1st April 2009 and subsequent to negotiations between the Banks and the Union, agreement has now been reached between the said two parties for the purpose of ensuring better employee terms and conditions, cooperation between the Banks, the Union and the employees and maintaining an efficient and productive working environment, the matters agreed upon are set out hereunder;

1. **Parties to be Covered and Bound.**— This Agreement shall cover and bind Indian Bank, Indian Overseas Bank and State Bank of India (the Banks), the Ceylon Bank Employees Union (the Union) and members of the Union employed on monthly contracts of employment by the Banks and who are employed in any of the categories as at the date of this Agreement and for whom a salary scale has been prescribed in this agreement in the First Schedule hereto (hereinafter referred to as the employees). This Agreement shall not cover and bind any employee who is an Officer, Staff Officer, Secretary, Executive and any other Staff on special rates of pay.

2. **Date of Operation and Duration.**— Unless otherwise stated elsewhere, this Agreement shall come into force on the 1st day of April 2012 and shall continue until either party terminates it by written notice in terms of the Industrial Disputes Act but no such notice shall be given before the 31st day of March 2015. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st July 2014.

3. **Earlier Agreements.**— This Agreement shall supersede any other Collective Agreement entered into or binding on the parties hereto and such earlier Agreements including the Agreement of 2009 shall stand repudiated in respect of the parties hereto.

4. **Matters covered and Bound.**—

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

5. **Salary Ranges.**— Every employee covered and bound by this Agreement and in service as at the date of this Agreement shall, as from the 1.4.2012, be placed on the salary scales set out in the First Schedule hereto.

6. **Immediate Increase and Conversion to Salary Scales.**— For the placement of an employee on the salary scales applicable in the First Schedule, the following provisions shall apply.

- (i) A sum equal to 16% of the gross salary (salary plus cost of living allowance) payable to an employee as at 31st March, 2012 shall be added to the salary of an employee as at such time.
- (ii) Every employee in employment as at the date of this Agreement shall also receive a further 3% increase calculated on the gross salary as at 31st March, 2012 with effect from the 1st April, 2013, and thereafter placed on the appropriate point on the scale in the first Schedule at the corresponding Rupee point or if there is no such corresponding point, on the next Higher point of the said scale.
- (iii) Every employee in employment as at the date of this Agreement shall also receive a further 3% increase calculated on the gross salary as at 31st March, 2012 with effect from the 1st April, 2014, and thereafter placed on the appropriate point on the scale in the First Schedule at the corresponding Rupee point or if there is no such corresponding point, on the next higher point of the said scale.

7. *Allowances.*—

(a) cost of Living Allowance (COLA)

Parties have agreed that the following shall be the payment in lieu of the monthly cost of living allowance for the duration of the Collective Agreement.

(a) Rs. 17,000/ with effect from 1.4.2012

(b) Rs. 18,500/ with effect from 1.4.2013

(c) Rs. 20,000/ with effect from 1.4.2014

Provided, however, that the Department of Census and Statistics publishing a linking factor pertaining to the rate of payment in relation to the Colombo Consumers' Price Index (Base Year 2002) and the CCPI (Base Year 2006/2007) and if the union makes a request for a meeting to discuss the modalities of making this payment, the bank would be agreeable to do so.

(b) *Cashiers' Risk Allowance and Tellers' Allowance.*—

(i) With effect from 1st December, 2012, where a Cashier is called upon to bear the risk, he shall be paid a monthly allowance of Rs. 1,200/- subject to his having worked at least 5 days in that capacity for a month. If he has worked less than 5 days in that capacity he shall receive Rs 120/- per day only.

(ii) With effect from 1st December, 2012 any employee who has to bear the risk of authorizing payment of cash against cheques in his capacity as a Teller shall be entitled to a Tellers' Allowance on the under-mentioned Formula:

(a) Where the limit of authorization is Rs. 25,000/- or more the daily allowance shall be Rs 100/- up to a maximum of Rs. 1,200/- per month. provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.

(b) Where the limit of authorization is less than Rs. 25,000/- the daily allowance shall be Rs 90/- up to a maximum of Rs. 1,100/- per month. provided, however, that a person will be entitled to the maximum payment if he has worked for not less than 15 days as a Teller, during the month.

(iii) No employee who in the course of a single month has acted both as a cashier and a teller and is eligible for the above allowances shall be entitled to a sum in excess of Rs. 1,200/- or Rs. 1,100/- as the case may be, depending on his level of responsibility as specified in (ii) (a) and (b) above.

(iv) The Cashiers' Risk Allowance and the Tellers' Allowance will not be included for the purpose of computing consequential benefits.

(v) No person who functions as a Teller shall, in addition, be entitled to the Cashiers' Risk Allowance for the days on which he so functioned as a Teller.

(c) *Telex Operator's Allowance.*— Where the Banks, as at the date of this Agreement, pays an allowance expressly as a Telex Operators' Allowance, such Bank will pay, as from the date of this Agreement, Rs. 25/- per day subject to a maximum of Rs. 450/- per month.

(d) *VDU Operators' Allowance.*—

(i) The Banks will pay an allowance of Rs. 10/- per day up to a maximum of Rs. 200/- per month, only to employees who were in employment on 1st August, 1988 and whose main or primary function is the operation of a VDU. For purposes of this Agreement a person who regularly works not less than 3 hours per day on a VDU will fall within the definition of a person whose main or primary function is the operation of a VDU.

(ii) The Union will have the right to make representations to the Bank on the question whether the main or primary function of an employee is the operation of a VDU provided that no industrial dispute can be raised on this issue.

(iii) The Allowance referred to in (i) above will be paid by the Bank to Cashiers who normally operate a VDU during banking hours notwithstanding that the Banks do not agree that the main or primary function of such Cashiers is the operation of a VDU. This allowance will not be payable to a relief Cashier who performs a Cashier's function for a short period of time during normal banking hours. The allowance will also not be applicable to an employee drawing a Teller's Allowance.

(iv) The provisions of (iii) above will not entitle any person whose main or primary function is not the operation of a VDU to make any claim on the basis of the payment of the Allowance to a Cashier as aforementioned.

(v) A VDU shall mean an appliance incorporating a Cathode Ray Tube which is used to input or retrieve information to or from a computer.

(e) *Non-receipt of Two Allowances.* - No employee will receive the Telex Operators' Allowance plus the VDU Operators Allowance and shall receive only one of the said Allowances.

(f) *Disturbance Allowance* .-An employee called upon to report for work before 7.00 a.m. shall receive with effect from December 2012 Rs. 350/- per day, and if required to report before 6.30 a.m. shall receive Rs. 450/- per day.

8. *Incremental Date* .-

This Agreement shall not have the effect of changing the annual incremental date of an employee.

9. *Pension Payments to Employees Who Have Retired From Service* .-

Any employee who has retired from service between 1st April, 2012 and the date hereof shall be entitled to his pension calculated on the basis of the salary in terms of clause 6 hereof.

10. *Promotion to Grade II.* -

Subject to provisions of clauses 11, 12, 13 and 14 hereof, an employee in service as at 1st April, 2012 who completes Seven (7) years in Grade I shall automatically be promoted to Grade II in his Category, subject to the right of the Bank to defer such promotion for a period of one year by way of punishment for misconduct after an inquiry and an employee so promoted shall receive not less than the value of two increments in Grade I when placed in Grade II.

11. *Accelerated Promotion.* -

(i) *From Grade I to Grade II*

Employees who sit for and successfully pass the Institute of Bankers Examination will be considered for placement on Grade II, subject to the conditions referred to at (a) and (b) hereunder, provided, however, that their past record of overall performance, attendance and conduct as assessed by the Bank justifies such consideration.

(a) On successful completion of examinations leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers of Sri Lanka plus three complete years of service with the Bank in which such employee serves, or

(b) On successful completion of the examinations leading to Stage I/Banking Certificate of the Chartered Institute of Bankers (London) or Intermediate Examination of the Institute of Bankers of Sri Lanka plus Four (4) complete years of service with the Bank, in which such employee serves.

12. *Promotions from Grade II to III.* -

The following principles shall apply to the promotion of an employee from Grade II to Grade III of the basic salary scales in the First Schedule hereto.

(a) All promotions to Grade III will be after an application is made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.

(b) An employee eligible to make such application will be-

(i) An employee who has served for minimum period of seven (7) years in Grade II, or

(ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka Examination in which event the minimum period of service will be seven (7) years in Grade II or five years post-qualification experience in Grade II, whichever is lower, or

- (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka in which event the minimum period of service will be seven (7) years in Grade II or three (3) years post-qualification experience in Grade II whichever is lower.
- (c) Promotion to Grade III will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (d) The Union will have the right to make representations to the Bank in respect of any particular non-promotion although such cannot be the subject matter of an industrial dispute.
- (e) On promotion to grade III an employee will be placed on a point which will result in an increase of not less than the value of two increments on grade II.

13. Promotions from Grade III to Grade IV.

- (a) All promotions to Grade IV will be after an application is made by an employee to his employer. Promotion consequent upon an application will be effective from the first of the month succeeding the month in which the application is made.
- (b) Employees who are eligible as at 1st April, 2012 to apply for promotion to Grade IV will, if promoted, be so promoted as from that date. Their applications should be submitted within one month from the date of the signing of this Collective Agreement failing which any such promotion will be effective in accordance with sub clause (a) above.
- (c) An employee eligible to make such application will be -
 - (i) An employee who has served for a minimum period of seven years in Grade III, or
 - (ii) An employee who has successfully completed Part I of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka examinations in which event the minimum period of service will be seven years in Grade III or five years post-qualification experience in Grade III, whichever is lower, or
 - (iii) An employee who has completed all stages of the Examination leading to the full Associateship of the Chartered Institute of Bankers (London) or the Institute of Bankers, Sri Lanka, in which event the minimum period of service will be seven years in Grade III or three years post-qualification experience in Grade III, whichever is lower.
- (d) Promotions to Grade IV will not be automatic but will depend on a consistently good record of work, conduct, attendance and punctuality.
- (e) The Union will have the right to make representations to the Bank in respect of any particular non - promotion although such cannot be the subject matter of an industrial dispute.
- (f) On promotion to grade IV an employee will be placed on a point which will result in an increase of not less than the value of two increments on Grade III.

14. Re-designation of Typist to clerk. - A Typist shall be considered for re-designation as Clerk provided he possesses the following eligibility requirements:

- (a) Three years service and passing part I of the Institute of Bankers Sri Lanka Examination.
- (b) On completion of the Final Examination of the Institute of Bankers.
- (c) Six years service and the relevant qualification for entry as a clerk.
- (d) Six years service without requisite qualifications for entry as a Clerk but subject to success at a written examination conducted by the Bank.

Provided that where a Typist is promoted as a clerk under this clause, he shall have 4 years service and the required qualifications or have 8 years service as a Clerk to be considered for promotion thereafter.

15. **Minor Staff Promotions** – without prejudice to the right of each Bank to recruit staff at their discretion, the Banks will consider minor staff for promotions subject to the following criteria:

(a) **Peon to Clerk**

- (i) The number of vacancies in the clerical cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e. educational qualifications, age and any other particular criteria required for such job as determined by the Banks.
- (ii) Any peon or labourer whose record of service, conduct and attendance has been satisfactory with more than four years of service with the Banks who has necessarily completed the first part of the Chartered Institute of Bankers (London) or Institute of Bankers of Sri Lanka will be eligible to apply and will be considered for such clerical position. The selection process will include medical examinations, interviews, written tests etc., as determined by the Banks.
- (iii) Any peon whose record of service and conduct has been satisfactory with more than eight years' service with the Banks, shall be exempt from the minimum education qualifications stipulated in the Notice and may apply for such vacancy and will be considered in the manner specified at para (ii) above.
- (iv) Any peon promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Banks for a further period of up to six months during which or at the end of which the Banks may at their discretion revert such peon to his earlier position and salary.
- (v) The basic salary payable to any peon promoted in the manner specified above shall be the nearest higher point in the Clerical Salary Scale in relation to his basic salary received at such time as a peon, which will result in an increase of not less than the value of two increments on the peon scale. Provided further that such promotee shall **not** be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Clerical Salary Scale.
- (vi) Any peon or Labourer who conforms to the above requirements shall be promoted if there are vacancies.
- (vii) The decision of the Banks in respect of selection for promotion shall be final and conclusive.

(b) **Labourer to Peon**

- (i) The No. of vacancies in the Peon cadre will be announced internally by advertisement by Staff Notice annually. Such notice shall stipulate the job requirements of the vacancy advertised, i.e. educational qualifications, age etc. and any other particular criteria required as determined by the Banks.
- (ii) Any labourer with more than four years service whose record of service, conduct and attendance has been satisfactory will be eligible to be considered for the post of peon in response to the above mentioned notice. The selection process will include medical examinations, interviews and written tests to assess among other things the knowledge of written/spoken language as appropriate in such manner as shall be determined by the Banks.
- (iii) Any labourer promoted in the manner specified above will be required to serve a period of probation of twelve months which may be extended by the Banks for a further period of up to six months during which or at the end of which if the performance of such labourer is found to be unsatisfactory, the Banks may at their discretion revert such peon to his earlier position and salary.
- (iv) The basic salary payable to any labourer promoted in the manner specified above shall be the nearest highest point in the Peon Salary Scale in relation to his basic salary received at such time as a labourer, which will result in an increase of not less than the value of two increments on the labourer scale. Provided further that such promotee shall **not** be placed at Grade II of the salary scale unless he has completed a minimum period of four years on Grade I on the Peon Salary Scale.
- (v) Any labourer who conforms to the above requirements shall be promoted if there are vacancies.
- (vi) The decision of the Banks in respect of selection for promotion shall be final and conclusive.

- (c) Where the Union is dissatisfied with regard to a non-promotion concerning minor staff, it is agreed that the Bank concerned would discuss the issue in the Monitoring Committee to be set up under this Collective Agreement.

16. Provident Fund.–

(a) Rates of Contribution.–

The rates of contribution to the Provident Fund by the Banks shall be :

Bank's contribution	-	12% (twelve per cent) of salary
Employee's contribution	-	8% (eight per cent) of salary

Provident Fund contributions shall be on the consolidated salary referred to at Clause 5 hereof and the amount paid for that month as cost of living allowance subject to the Rules of the Provident Fund.

(b) Interest on Provident Fund Contributions held by Banks.–

Where Provident Fund monies are invested in the Bank, the Bank shall continue to pay the rate of interest paid on 12 months' fixed deposits for a sum of Rs. 100,000/- published by the N.S.B. prevailing as at the 1st January for the first half of the year and on the rate prevailing on the 1st of July for the second half of the year on the net Provident Fund monies invested at the Bank.

(c) Deficiency in Bank's Contributions to Provident Fund to an Employee not entitled to a Pension.–

Where an employee shall cease to be employed by the Banks in circumstances which do not entitle him to a pension or payment in lieu of pension as the case may be, such employee shall be entitled to the difference between the Bank's contributions made to the Fund during his period of service and the employer's minimum rate of contribution he would have been entitled to, in terms of the Employees' Provident Fund Act and its amendments from time to time as a contribution to the Fund by the employer on behalf of such employee. Such deficiency will be the difference between the following minimum rates of contribution under the Act and 10% of basic salary actually contributed by the Banks up to 31st March, 1992.

From 1.1.71 to 31.12.80	-	9% of gross salary
From 1.1.81 onwards	-	12% of gross salary

Prior to 31.12.70 the employer's minimum rate of contribution was 6% of total earnings (gross salary) which was less than 10% of basic salary and the therefore no deficiency arises.

17. Terminal Benefits .–

(a) Pensions.–

An employee shall, upon reaching the retirement age of the Bank and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay), be entitled to a monthly pension computed on the following basis:

No. of completed years		Monthly salary
<u>Service (max. 35 years) plus 5</u>	×	payable in the month
Retirement age of the Bank		of retirement + COLA

(b) Premature Retirement on Medical Grounds/disability.–

An employee who is found to be unable to continue to perform his duties as a result of infirmity/disability, as certified by the Bank/s Doctor/Medical Specialist/Government Medical Board, and who is in the permanent employment of the Bank at such time, and shall have completed not less than 10 years of actual continuous service (excluding absence/leave without pay) shall be entitled to a pension computed on the same basis referred to at clause 17(a) above. Provided, however, that where an employee is entitled to compensation by the Bank under any laws in force at the time or an Award of Court, such employee shall only be entitled to a pension or such compensation as opted by him, but not to both. Provided further that in the case of an employee whose premature retirement occurred in consequence of an accident which entitled him to compensation, the pre-acceptance of pension as provided herein will not restrict the right of such employee in subsequently claiming any balance compensation under any written law.

(c) Lump Sum Gratuity in Lieu of Pension Rights.-

An employee who is entitled to receive a pension in terms of (a) or (b) above may at his discretion opt for the payment of a lump sum gratuity in lieu of his pension and any other payments arising therefrom. The payment will be computed on the following basis.

No. of completed years	1 month's salary
Service (max 35 years) plus 5 ×	plus 1 month's cost of Living Allowance calculated for the month of retirement

The above payment shall constitute a settlement in full and final satisfaction of all claims against the Bank on account of the cessation of employment in respect of gratuity, pension, deficiency, if any, in the Bank's contribution to Provident Fund to an employee not paid a pension in terms of Clause 17.

(d) Death Gratuity.-

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Banks will make a compassionate payment of two months gross salary for each year of completed service subject to a minimum of nine months' gross salary to the legitimate dependents of the deceased employee, as may be determined by the Bank at its sole discretion on the basis of information supplied to them. In the case of the death of an employee who is not confirmed in employment the amount payable will be 50% of that payable to a confirmed employee provided that in the case of an employee who has not been confirmed consequent upon a promotion to a higher grade, the gratuity payable will be calculated as in the case of a confirmed employee. The gross salary for this purpose shall be the last drawn salary plus Cost of Living Allowance.

Provided, however, that in the event of death arising out of and in the course of employment, the dependents shall be entitled to and receive either the death gratuity referred to herein or payment by way of compensation under any laws in force at the time on account of Employees' compensation or under any other law or an Award of Court, whichever is higher. Provided further that in the case of an employee whose death occurred in consequence, the pre-acceptance of death gratuity as provided herein shall not restrict the right of such dependents in subsequently claiming any balance compensation due to them under any written law.

(e) Gratuity on Resignation/Termination Prior to Retirement.-

An employee shall, upon resignation/termination of employment prior to retirement in circumstances which do not entitle him to the terminal benefits referred to at the aforementioned Clauses (a), (b), (c) and (d) be entitled to a gratuity computed in terms of the Payment of Gratuity Act (1983), which shall be paid within 30 days of the cessation of employment.

The salary for this purpose shall comprise the salary referred to at Clause 5 and the Cost of Living Allowance referred to at Clause 7(a) hereof.

- (f) Completed years of actual service shall include only actual continuous service worked excluding absence/leave without pay, but subject to the provisions, of the Payment of Gratuity Act (1983) and Clause 20 thereof.

(g) *Commuted Pension*

- (i) At the option of the employee at the time of retirement on or after 1st April, 2012, 25% of the monthly pension into 120 will be paid to employees who are entitled to a pension, who do not opt for a lump sum payment as provided for in the agreement and who opt for such commuted pension.
- (ii) Where an employee commutes his monthly pension in the manner aforesaid, the monthly pension payable to him during the first ten years of retirement will be 75% of the monthly pension he would have been entitled to at the time of retirement if he had not so commuted his pension. After the expiry of the said ten years the amount of the monthly pension so commuted will be restored and added to the monthly pension then being paid.

18. **Staff Loans.**— It was agreed by the Banks to introduce the following staff loans in principle. The modalities of the loans such as period of recovery and rate of interest are to be agreed between parties in due course.

The loan schemes to be introduced are:

- (a) Housing Loan
- (b) Vehicle Loan
 - (i) Four Wheelers
 - (ii) Two Wheelers

19. **Medical Scheme.**—

(i) REIMBURSEMENT OF MEDICAL EXPENSES FOR NON-HOSPITALIZATION EXPENSES

With effect from 1st December, 2012, the Banks will make an upfront payment in respect of each employee up to a maximum of Rs. 15,000/- per annum in respect of medical expenditure incurred by him on his own behalf, on behalf of his spouse or unmarried legitimate children under the age of 18 years in respect of routine non-hospitalization/non-surgical and specialist treatment. For this purpose there shall be no need to submit any prescriptions or bills to cover the expenditure.

(ii) SPECIAL NON-HOSPITALIZATION AND NON-SURGICAL EXPENDITURE

The Bank will reimburse an employee on a non-cumulative basis a further sum up to a maximum of Rs. 9,000/- per annum on account of special non-hospitalization and non-surgical expenses covering the following items, only incurred on behalf of the employee and not on behalf of his family members:

- (a) Spectacles
- (b) Dentures
- (c) Hearing Aids

Subject to valid documentation as in the case above and subject to the proviso that no claim is made in relation to any particular item more than once in three years and in the case of spectacles it must be supported by a prescription from a Medical Eye Specialist.

In the case of employees who are above the age of 40 years, the banks agree to reimburse the cost incurred by them for change of lenses once in 2 years.

(iii) SURGICAL AND HOSPITALIZATION EXPENDITURE

Employees will be reimbursed on account of surgical and hospitalization (whether Government or Private) expenses incurred on behalf of the employee, his spouse and unmarried legitimate children under 18 years of age, subject to the production of valid documentation covering every claim or expenditure, up to the following limits per annum:

(a) Hospital or Nursing Room Charges:

Daily Limit Rs. 6,500/-

Government Hospital Allowance Rs. 1,500/-

(In this case the cost of drugs purchased from outside pharmacies will be reimbursed on submission of valid prescriptions and invoices).

(b) Emergency Treatment Travel expenses (maximum) - Rs 1,400/-

* The rate is Rs 30/- per Kilometer

(c) Overall Limit for any one event - Rs 120,000/-

(d) Overall limit for any one year - Rs 150,000/-

Provided however that in the case of a recurrent illness, i.e., of the same kind, the Bank will make payment on this account only if an employee has not exhausted his full limit for the year in respect of the reimbursement.

The rates given above will be effective from 1st December, 2012.

The Second Schedule hereto sets out the terms on which reimbursement of medical expenditure will be effected.

(iv) Maternity Grant

(a) With effect from the date hereof an employee who is married will be entitled to a grant of Rs 15,000/- in respect of two births of children. If both spouses are employed in the Bank only one shall be entitled to this grant.

(b) In the case of reimbursement under surgical and hospitalisation expences, the maximum deduction for normal child birth shall be Rs. 15,000/-.

20. Retirement.-

(a) The age of retirement shall be 55 years, or any other age mutually agreed to between the Banks and its employees, and on reaching the age of 55, or any other age mutually agreed upon, an employee shall *ipso facto* retire and cease to be employed by the Banks and there shall be no obligation on the Banks to give such employee any notice of such retirement.

(b) An employee may also be retired and be eligible for retirement benefits if he is not less than 50 years and has 10 or more years of service, subject to mutual agreement between the employee, his Union and the employer that he should be given such concession and subject to the condition that the refusal by any party to agree to such premature retirement shall not constitute an industrial dispute.

21. **Honorarium.**- On successful completion of each part of the Institute of Bankers' Examination, Sri Lanka or London, an employee shall receive a sum of Rs. 12,000/-.

22. **Bonus.**- Without prejudice to the claim of the Banks that bonus payments are *ex-gratia*, the Banks will each year pay to every employee covered by this Agreement a bonus of two (2) months' salary as drawn by such employee for the month of December in respect of one complete year of service meaning January to December and proportionately for service less than one (1) year at the rate of one-twelfth (1/12) of such entitlement in respect of each complete month of service. The salary for this purpose shall include the Cost of Living Allowance payable for that month.

23. **Probation.**— Every employee recruited by the Bank will serve a period of nine (9) months probation subject to the right of the Bank to extend the period of probation by a period of three (3) months.

24. **Release of Parent Union Office Bearers.**—

Office bearer of the Union shall be released for Union work without payment of any salary, allowance or any other payment of whatever nature on the following basis:

- (a) The total number of Office Bearers so released shall not exceed one (1).
- (b) No employee shall be released for more than two years on a single occasion during a period of six years.
- (c) On resumption of work by an Office Bearer who has been released for Union work, he shall receive incremental credit for the period of his absence from work and such absence shall not affect his rights under Clause 17 hereof.

25. **Concessions to Branch Union Office Bearers and General Councilors.**—

- (a) The Banks shall at their discretion permit the release of not more than two Branch Union Office Bearers at any one given occasion without loss of pay exclusively to enable such Branch Union Office Bearers to be present at inquiries before the Labour Department, Labour Tribunal, Arbitrations, Industrial Courts, and with their respective Bank Managements—exclusively on matters pertaining to the Banks.
- (b) It is agreed that Central Committee Members (General Council) of the Union will be permitted to leave at 12.30 p.m. on 12 days in a year for meetings. In the case of outstation General Council Members, they would be permitted leave for the whole day for 12 General Council Meetings in a year.
- (c) It is agreed that a day's paid leave shall be granted on two occasions per year to General Councilors to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3.00 p.m. for meetings of the Executive Committee of the Union. These meetings will not usually be more than on a monthly basis.

26. **Special Leave to Visit Outstation Branches.**— The Banks shall permit office bearers of the Union employed by the Banks paid leave to visit outstation branches calculated on the basis of a day's leave available for each such branch, i.e., if there are X branches the total number of days paid leave available shall also be X. For this purpose an outstation Branch is one situated more than 30 miles from Colombo.

27. **Overtime.**—

- (a) If required by his employer an employee shall work reasonable overtime which has been authorized by the employer, subject to the provisions of any law for the time being in force.
- (b) Overtime work shall be remunerated in accordance with the provisions of the Shop and Office Employees Act.

28. **Annual, Medical and Casual Leave.**—

(a) **Annual Leave**

- (i) **Entitlement.**— In respect of each year of employment (which means the period January to December) during which an employee has been in continuous employment he shall be entitled to take in the following year 21 working days paid leave. He shall avail himself of at least 7 days out of the 21 days on successive days and shall in respect of each year avail himself of not less than 14 days out of the said 21 working days.

(ii) At the end of the first year of employment the employee qualifies for proportionate leave as follows:

- (a) The full annual holiday of 21 days if his employment commenced on or after 1st January but before 1st April.
- (b) A holiday of 15 days if his employment commenced on or after 1st April but before 1st July.
- (c) A Holiday of 11 days if his employment commenced on or after 1st July but before 1st October, and
- (d) A holiday of 6 days if his employment commenced on or after 1st October.

(iii) Availment :

The availment of all annual leave shall be by prior authorization of the Banks upon the employee's application, giving sufficient notice to the Banks, so as to ensure availment at times mutually convenient.

(iv) Accumulation.-

Annual leave may be accumulated by an employee exclusively for the following purposes:

- (a) For availment in full, Immediately preceding retirement by mutual arrangement with the Banks.
- (b) For the purpose of attending on a family member, who is seriously ill.
- (c) For travel abroad for which purpose one month's prior notice shall be given.
- (d) For marriage of the employee.
- (e) Prolonged illness of the employee.
- (f) On account of the death of a family member provided that the employee has exhausted his current year's leave'.
- (g) For purposes of nursing third and fourth children beyond the Maternity Leave entitlement.

Provided that in the case of (b) to (d) above 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 number 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, hospitalization 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 hospitalization, 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 whereof 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.

29. **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 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 aforementioned will not be payable.
- (iii) In cases not involving financial dishonesty as aforementioned, 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.

30. **Disciplinary Procedure.** - Where the Bank 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 Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Banks 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 employer in the bank 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, not 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 fails 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 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 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 inquiry.
- (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 investigations 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.

31. **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 manufacturer'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.

32. **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.

33. **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.

34. **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.

35. **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.

36. **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
Employee	An employee covered and bound by this Agreement
Cost of Living Allowance	The payment in lieu of Cost of Living Allowance is stipulated in the manner set out in Clause 7(a)
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 6
Words importing the <i>Masculine Gender</i> shall include the feminine	
Words importing the singular number shall include the plural and <i>vice versa</i>	

In witness whereof, the parties hereto have executed this Agreement on this 20th day of March, 2014.


.....
For and on behalf of
Indian Bank
Name: S. Ravi
Designation: Chief Executive Officer


.....
For and on behalf of
Indian Overseas Bank
Name: D. Palanisamy
Designation: Country Manager


.....
For and on behalf of
State Bank of India
Name: Ramesh Chandra
Designation: Country Manager

Witness:


.....
Kanishka Weerasinghe
Deputy Director-General
The Employers' Federation of C

Schedule 1 - Salary Scales**Labourers**

Grade 1:	27,180/-	-
Grade 2:	28,160/-	-
Grade 3:	29,095/-	-
Grade 4:	31,120/-	-

Peons & Watchers

Grade 1:	27,485/-	-
Grade 2:	28,485/-	-
Grade 3:	29,385/-	-
Grade 4:	31,520/-	-

Drivers

Grade 1:	27,915/-	-
Grade 2:	28,920/-	-
Grade 3:	29,825/-	-
Grade 4:	31,950/-	-

Electricians

Grade 1:	27,915/-	-
Grade 2:	28,920/-	-
Grade 3:	29,825/-	-
Grade 4:	31,950/-	-

Banking Assistants

Grade 1:	28,215/-	-
Grade 2:	29,480/-	-
Grade 3:	30,860/-	-
Grade 4:	33,435/-	-

My No.: CI/1379.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between National Savings Bank, No. 255, Galle Road, Colombo 03, of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 02nd day of August 2012 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th August, 2014.

COLLECTIVE AGREEMENT No. 32 OF 2013

COLLECTIVE AGREEMENT

Between

National Savings Bank, No. 255, 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 on this 02nd day of August, 2012 by and between the National Savings Bank of the one part (hereinafter referred to as "the Bank") and the Ceylon Bank Employees' Union of the other part (hereinafter referred to as 'the Union'). The National Savings Bank and the Ceylon Bank Employees' Union agree to the following.

Title: This Agreement shall be known and referred to as "NATIONAL SAVINGS BANK COLLECTIVE AGREEMENT with the CEYLON BANK EMPLOYEES' UNION for the period first January, Two Thousand Twelve to Thirty First December, Two Thousand Fourteen. (01.01.2012 – 31.12.2014)"

1. **Employers to be Covered and Bound.**– This Agreement shall cover and bind the National Savings 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 and 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 Twelve (1st January, 2012) and thereafter continue to be in force, unless it is determined by either party giving six months (06) notice in writing to the other party provided, however, that no party shall give such notice to the other party after the 1st day of July, 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** 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 respective Unions and reach finality on or before 31st January 2013 after an Agreement has been arrived at, as regards 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, alter 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 comprises the following components;

- (i) Fixed Component linked to “Basic Salary” and related allowances.
- (ii) Variable Component linked to performance.

Fixed Component.— The Fixed Component comprises the following items:-

- (i) Revised Basic salary as set out in the **Annex 1** hereto. (Those reaching the maximum of the salary scales of the highest grade in each category marked (F) against in the **Annex 1** and all Officer Grades will be entitled to increments 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 (c) below
 - (iii) 10% of the 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 2404.9 commencing 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., 2404.9 the computation should be at the rate of Rs. 2.75 per point.
 - (c) The Rent Allowance, will be 20% of the Basic Salary.

Variable Component.— Basis of determination of Variable component shall be determined in the course of time.

6. **Tax on Emoluments.**— PAYE tax on emoluments of staff shall be borne by the Bank.

7. **Conversion of the Basic Salary.**—

- (a) The Basic Salaries of all employees shall be converted to the revised scale by applying the step for step (point by point) method of conversion.

e.g. An employee who had been on the 5th step of the scale as at 31.12.2011 will be placed on the 5th step of the relevant revised scale with effect from 01.01.2012.
- (b) Non-Banking Stream personal shall also be placed at the appropriate revised salary scale, on the same basis.

8. The **Union** further agrees to assist 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.

9. Conversion Anomalies. -


The National Savings Bank and the Ceylon Bank Employees' Union jointly agree to execute the Collective Agreement for the years 2012 - 2014 subject to referring to a Salary and Cadre Committee to examine the possible anomalies associated with calculation of increments in the salary scales.


The Committee will be given a period of three months from the date of appointment to study and report the methods and the implementation. The Committee will be appointed within one month from the date of execution of this agreement.

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


11. Where an employee was immediately prior to the date hereof entitled to or 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 favourable 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.


NATIONAL SAVINGS BANK


D L P R Abeyaratne
Actg Chairman


H M Hennayake Bandara
General Manager/CEO

WITNESS


T M K Bandara
Addl. General Manager


S D N Perera
Snr. Dy. General Manager

Revised Salary Scales e

Grade
Grade I
Grade II
Grade III - I
Grade III - II Con. Secretary - Class II
Grade III - III Supervisor Con. Secretary Class I (F)
Steno - Grade IV (F)
Grade IV Supervisor (F) Stenographer III
Stenographer - II
Stenographer - I
Banking Assistant - III (F)
Banking Assistant - II
Banking Assistant - I
Sk.L.III/SG. III/Dri. III (F)
Sk. L.II/SG II/Dri. II/Peon I
Sk. I.I/SG I/Dri.I/Peon II
Peon I

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Employers' Federation of Ceylon, 385J3, Old Kotte Road, Rajagiriya, of the one part and the Ceylon Estates Staffs' Union, No.06, Aloe Avenue, Colombo 3 of the other part on 12th day of March, 2014 regarding the Maintenance and Support Staff is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
25th August, 2014.

Collective Agreement No. 13 of 2014

COLLECTIVE AGREEMENT - MAINTENANCE AND SUPPORT STAFF

THIS COLLECTIVE AGREEMENT entered into between the Employers' Federation of Ceylon, No. 385J 3, Old Kotte Road, Rajagiriya of the First Part, and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, made and entered into on the 12th day of March, 2014 witnesseth as follows:

1. **Title.**- This Agreement shall be known as the Plantations Maintenance and Support Staff Collective Agreement.

2. **Employers Covered and Bound.**- This Agreement shall bind the members of the Employers' Federation of Ceylon, whose names are contained in Schedule I hereto and hereinafter referred to as the Employers or Employer, as the case may be, according to context for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. **Unions and Employees Covered and Bound.**- This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union and members of the said Union who are employed by the members of the Federation referred to in Schedule I on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereon.

4. **Earlier Agreements.**- The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. **Date of Operation and Duration.**- Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2013 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial disputes Act, subject to the condition that no party shall give notice to the other before 30th September, 2016.

6. **General Terms and Conditions.**-

(i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.

(ii) Grading of employees covered shall be at the discretion of the Employer.

7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of six months, the employee shall be deemed to be confirmed, notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer and shall have the right to terminate without notice or assigning reasons therefore.

8. **Attendance at Work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

9. **Salaries.**— (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October, 2013 shall be as follows:

- (i) With effect from 1st October, 2013, the salaries of all employees in employment as at the date of signing of this Agreement shall be increased by 25%. Provided however, in respect of the period October 2013 to February 2014, it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, Overtime etc).
- (ii) (a) The notional arrears payment will be paid in two equal installments. The initial payment will be made prior to the Sinhala/Tamil New Year in April 2014 and;
- (b) The second installment will be paid in June 2014.
- (iii) In terms of the above salary revision, the salary scales applicable will accordingly be revised as per Schedule II of this agreement.
- (iv) After revision effected in terms of (i) and (ii) above the employees will be placed on the corresponding point in monetary terms on the salary scale applicable to his/her grade as set out in Schedule III hereof.

10. **Hours of Work and Overtime.**— The decisions of the relevant Wages Board shall apply.

11. **Leave.**—

1. Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board Decisions applicable to them.
2. (i) **Sick Leave.**— Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a Medical Certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a Medical Certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition, however, that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.
3. **Casual leave.**— Employees, if they are presently enjoying same, shall be entitled in each year to a maximum of seven (7) days casual leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
4. Employees shall be allowed Public Holidays to which they are entitled by the Decision of the relevant Wages Board.

12. **Gratuity.**— Gratuity shall be payable in accordance with the Payment of Gratuity Act, No. 12 of 1983.

13. ***Age of Retirement.-***

- (i) Unless the letter of appointment specifies a higher retirement age, the age of retirement shall be 60 years and will be applicable to those who are in employment as at the date of signing this Agreement.
- (ii) However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

14. ***Suspension as a Measure of Punishment.-***

1. Punishment for offenses in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
2. Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

15. ***Suspension Pending Disciplinary Inquiries.-***

1. An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
2. Suspension of an employee on the ground referred to in sub-clause (1) above for any period in excess of one month shall be on half pay.
3. The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

16. ***Administrative Transfers.-***

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three month's notice in writing.
3. Employees whose children are sitting for the GCE OL/AL examination for the first time will not be transferred in that particular year.
4. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
5. The provisions of sub-clauses (1), (2), (3) and (4) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

17. ***Annual Increments.-***

1. Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.

2. An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

18. ***Disciplinary Inquiries.-***

1. An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate, he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the Employer from doing so.
5. An employee shall be permitted to have a Union member to defend him at the Inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the Inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

19. ***Variations of Terms and Conditions of Employment & Disputes.-***

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
2. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner-General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of Trade Union action on any matter covered by this Agreement or is connected therewith.

20. ***Duty Leave.-***

1. Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
2. Where any dispute arises with regard to duty Leave of the President and the nominated office-bearer of the Parent Union, as specified in sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.

3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days' duty leave in any one year.
4. By arrangement with their respective Employers, the Branch Chairman of the Union shall be allowed twelve days' duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office-Bearers shall not exceed twelve days in any one year.

Part II

1. The Regional Plantations Companies covered and bound by this Agreement morefully described in Schedule I to this Agreement undertakes to discuss with Unions to resolve any issues relevant to employees in the situation of amalgamation / sub leasing of estates / divisions.

2. *Electricity.*—

Free electricity would be granted to memebers of staff on the following basis, irrespective of what they had been enjoying in the past.

Elevation below 4,500 feet (Factory Elevation)

Senior Staff	-	140 units
Junior Staff (inclusive of minor staff)	-	100 units
Drivers	-	75 units

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	-	170 units
Junior Staff (inclusive of minor staff)	-	130 units
Drivers	-	105 units

Recoveries for any excess usage will be made once in six months on the accumulated figure at the rate that costs each estate.

Kerosene – The Employer shall provide 25 litres Kerosene per mensum to those employees resident on estates/divisions without electricity.

3. *Tea Allowance.*— The Employer shall provide free tea, on the following basis to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	–	2 kg
Junior Staff (inclusive of Minor Staff)	–	1 1/2 kg
Drivers	–	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP, whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June, 1992, would be entitled to purchase a maximum of 3 kg at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June, 2003.

4. *Death Grant.*—


- (1) With effect from the date hereof, on the death of a staff member, the Dependants will be paid a sum of Rs. 50,000/- as funeral expenses.
- (2) The Dependants of the deceased staff member will be paid 50% of the sum equivalent to three months' salary within one month upon the death of the employee and the balance at the time the Dependants hand over the staff quarters.
- (3) If quarters are not provided to the deceased staff member, the Dependants will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

5. *Medical Aid Scheme.*— A staff member who is a member of the Staff Medical Aid Scheme will be paid the total balance lying to his/her credit in the Fund inclusive of the company's contribution to such Fund, at the time of retirement/death or termination of his/her employment from the estate.

21. *Interpretation.*—

<i>Word</i>	<i>Meaning</i>
Union	Means the union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer	Means a company who has subscribed to this Agreement and is referred to in Schedule I hereof.
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.

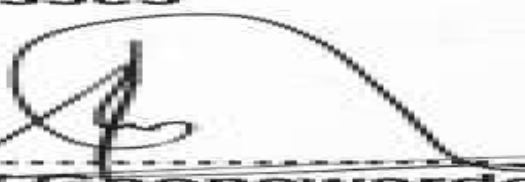
In witness whereof, the parties aforesaid have hereunto set their hand at Colombo on this 12th day of March, 2014.


Sunil Poholiyadde
Chairman
Plantation Services Employers' Federation


Ravi Peiris
Director General
The Employers' Federation

Witnesses

1.


A. L. W. Goonewardene
Deputy Chairman
Plantation Services Employers' Federation

2.


Prasad de Silva
Assistant Director-General
Head of Plantation Services
The Employers' Federation

SCHEDULE I

Agalawatte Plantation PLC

Agarapatana Plantations Limited

Balangoda Plantations PLC

Bogawantalawa Tea Estates PLC

Elpitiya Plantations PLC

Elkaduwa Plantations Limited

Hapugastenne Plantations PLC

Horana Plantations PLC

Kahawatte Plantations PLC

Kegalle Plantations PLC

Kelani Valley Plantations PLC

Kotagala Plantations PLC

Madulsima Plantations PLC

Malwatte Valley Plantations PLC

Maskeliya Plantations PLC

Maturata Plantations Limited

Namunukula Plantations PLC

Pussellawa Plantations Limited

Talawakelle Tea Estates PLC

Udapussellawa Plantations PLC

Watawala Plantations PLC

SCHEDULE II

Maintenance and Support Staff

Lorry / Tractor Driver, Electrician/Mechanic, Motor Mech.

Rs. 18,357.00 – Rs. 31,311.00

Annual Increment 300

Blacksmith/Carpenter, Driver/Mech. Engine Driver, Welder, Car Driver etc.

Rs. 18,225.00 – Rs. 25,454.00

Annual Increment 300

Stage	Current Salary Rs.	25% revision	Revised Salary	
1	14,685	3,671	18,357	1. Lorry Driver
2	14,743	3,686	18,429	2. Tractor Driver
3	14,803	3,701	18,504	3. Electrician/Mechanic
4	14,863	3,716	18,579	4. Motor/Mechanic
5	14,923	3,731	18,654	
6	14,983	3,746	18,729	
7	15,043	3,761	18,804	
8	15,103	3,776	18,879	
9	15,163	3,791	18,954	
10	15,223	3,806	19,029	
11	15,283	3,821	19,104	
12	15,343	3,836	19,179	
13	15,403	3,851	19,254	
14	15,463	3,866	19,329	
15	15,523	3,881	19,404	
16	15,583	3,896	19,479	
17	15,643	3,911	19,554	
18	15,703	3,926	19,629	
19	15,763	3,941	19,704	
20	15,823	3,956	19,779	
21	15,883	3,971	19,854	
22	15,943	3,986	19,929	
23	16,003	4,001	20,004	
24	16,063	4,016	20,079	
25	16,123	4,031	20,154	
26	16,183	4,046	20,229	
27	16,258	4,065	20,323	
28	16,333	4,083	20,416	
29	16,408	4,102	20,510	
30	16,483	4,121	20,604	
31	16,558	4,140	20,698	
32	16,633	4,158	20,791	
33	16,708	4,177	20,885	
34	16,783	4,196	20,979	
35	16,858	4,215	21,073	
36	16,933	4,233	21,166	
37	17,008	4,252	21,260	
38	17,083	4,271	21,354	
39	17,158	4,290	21,448	
40	17,233	4,308	21,541	
41	17,308	4,327	21,635	
42	17,383	4,346	21,729	
43	17,458	4,365	21,823	
44	17,533	4,383	21,916	
45	17,608	4,402	22,010	
46	17,683	4,421	22,104	
47	17,758	4,440	22,198	
48	17,833	4,458	22,291	
49	17,908	4,477	22,385	
50	17,983	4,496	22,479	
51	18,058	4,515	22,573	

Stage	Current Salary Rs.	25% revision	Revised Salary	
1	14,580	3,645	18,225	1. Blacksmith/Carpenter
2	14,618	3,655	18,273	2. Driver/Mechanic
3	14,663	3,666	18,329	3. Workshop Mechanic
4	14,708	3,677	18,385	4. Assistant Mechanic
5	14,753	3,688	18,441	5. Engine Driver
6	14,798	3,700	18,498	6. Greaser
7	14,843	3,711	18,554	7. Car Driver
8	14,888	3,722	18,610	8. Watcher
9	14,933	3,733	18,666	9. Power House Operator
10	14,978	3,745	18,723	10. Boiler Operators
11	15,023	3,756	18,779	11. Lathe Operators
12	15,068	3,767	18,835	Persons as may be employee on plantations
13	15,113	3,778	18,891	
14	15,158	3,790	18,948	
15	15,203	3,801	19,004	
16	15,248	3,812	19,060	
17	15,293	3,823	19,116	
18	15,338	3,835	19,173	
19	15,383	3,846	19,229	
20	15,428	3,857	19,285	
21	15,473	3,868	19,341	
22	15,518	3,880	19,398	
23	15,563	3,891	19,454	
24	15,608	3,902	19,510	
25	15,653	3,913	19,566	
26	15,698	3,925	19,623	
27	15,743	3,936	19,679	
28	15,788	3,947	19,735	
29	15,833	3,958	19,791	
30	15,878	3,970	19,848	
31	15,923	3,981	19,904	
32	15,968	3,992	19,960	
33	16,013	4,003	20,016	
34	16,058	4,015	20,073	
35	16,103	4,026	20,129	
36	16,148	4,037	20,185	
37	16,193	4,048	20,241	
38	16,238	4,060	20,298	
39	16,283	4,071	20,354	
40	16,328	4,082	20,410	
41	16,373	4,093	20,466	
42	16,418	4,105	20,523	
43	16,463	4,116	20,579	
44	16,508	4,127	20,635	
45	16,553	4,138	20,691	
46	16,598	4,150	20,748	
47	16,643	4,161	20,804	
48	16,688	4,172	20,860	
49	16,733	4,183	20,916	
50	16,778	4,195	20,973	
51	16,823	4,206	21,029	

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Addendum to the Collective Agreement entered into between National Savings Bank, No. 255, Galle Road, Colombo 03, of the one part and the Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10 of the other part on 18th day of July 2013 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Acting Commissioner of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th August, 2014.

COLLECTIVE AGREEMENT No. 33 OF 2013**ADDENDUM TO COLLECTIVE AGREEMENT**

Between

The National Savings Bank, No. 255, Galle Road, Colombo 03,
hereinafter referred to as the 'Bank' on the one part

and

The Ceylon Bank Employees' Union, No. 20, Temple Road, Colombo 10,
hereinafter referred to as the 'Union' on the other part

This Agreement is made and entered into at Colombo this **18th July, 2013** by and between the National Savings Bank and the Ceylon Bank Employees' Union.

WHEREAS the Bank and the Union have entered into a Collective Agreement dated 02.08.2012 for the period from **01.01.2012** to **31.12.2014** (hereinafter referred to as the Collective Agreement).

AND WHEREAS by the said Collective Agreement, the parties hereto have agreed to finalize the terms and conditions concerning non-salary benefits and other allowances of the employees of the Bank covered by the said Collective Agreement.

AND WHEREAS the said parties hereto hereby agree to the non-salary benefits and the other allowances and medical assistance which are included in this addendum in the First and Second Schedules hereto respectively, which form and integral part of the said Collective Agreement.

AND WHEREAS the said parties hereto hereby agree to accept the rules in Disciplinary Management of the Bank notified to the staff by the 1st addendum to General Manager's Circular No. 476/2000 dated 17th July 2000 which is annexed hereto.

THE FIRST SCHEDULE REFERRED TO ABOVE**NON-SALARY BENEFITS.-**

1. The following allowances shall come into effect from **1st January, 2012** in the case of categories of employees specified under each of the following sub categories.

1.1 Counter Service Incentive.-

(Formerly Cashiers' and **Cashier Cum Clerks' Risk Allowance**).

Cashiers, Cashier Cum Clerks and Cashier (Pawning) who are called upon to bear the cash risk shall be paid an allowance of Rs. 90/- per day on which such work is performed.

1.2 VDU Operators' Allowance.–

1.2.1 The Bank shall pay an allowance of Rs. 30/- per day upto a maximum of Rs. 600/- per month, only to employees whose main or primary function, as decided by the Management of the Bank, is the operation of a VDU and who work on full time basis at a VDU. The Union shall have the right to make representation to the Bank on the question whether the main or primary function of the employee is the operation of a VDU.

1.2.2 Those employees who work on a VDU on relief or on part time basis shall be entitled to the said allowance, only if the employee performs such duty for **two hours** or more per day.

1.2.3 A VDU shall mean an appliance incorporating Cathode Ray Tube, which is used to input or retrieve information to or from a computer.

1.3 'B' Class Signing Powers.–

The Bank shall pay an allowance of **Rs. 90/-** per day for officers who exercise temporary 'B' Class Signing Powers.

1.4 'A' Class Signing Powers.–

The Bank shall pay an allowance of **Rs. 120/-** per day for officers who exercise temporary 'A' Class Signing Powers.

1.5 Difficult Area Allowance.–

The Bank shall pay a Difficult Area Allowance to employees who are working in branches which have been recognized by the Management as Difficult Areas as follows.

<i>Grade</i>	<i>Difficult Area Allowance</i>
Gr. IV and above	Rs. 1800.00
Gr. V and VI	Rs. 1500.00
Gr. VII (Minor Employees)	Rs. 1320.00

1.6 Allowance to Field Officers.–

The Bank shall pay an allowance of **Rs. 1800/-** per month to officers who are considered by the Management as Field Officers irrespective of the grade to which they belong.

1.7 Out of Pocket Allowance.–

Officers in Grade IV and above who are called upon to work on week days after normal office hours or on holidays shall be paid the following hourly rates subject to the condition that to become entitled for the said allowance on a week-day, the officer should work at least 1 hour after normal office hours subject to a maximum of 2 hours and on holidays a minimum of 4 hours subject to a maximum of 8 hours.

<i>Grade</i>	<i>Amount</i>
Gr. I and above	Rs. 490.00
Gr. II	Rs. 440.00
Gr. III - I	Rs. 400.00
Gr. III - II	Rs. 360.00
Gr. III - III	Rs. 310.00
Gr. IV	Rs. 275.00
Management Trainees	Rs. 180.00
Banking Assistants (contract)	Rs. 90.00

The hourly rate paid for working on week-ends and statutory holidays subject to a minimum of 4 hours and maximum of 8 hours shall be one and half (1 1/2) of the above rate. (Officers who work on week-days after office hours are not entitled to the additional payment of half of the above rate).

1.8. Acting Allowance.-

An officer acting in a higher grade shall be paid an Acting Allowance of a sum equivalent to one half of the difference between the initial of the salary scale of the Acting Grade and the present Grade, provided he has acted for more than 30 days at a stretch, subject to existing regulations.

1.9. Key Holding Allowance.-

Officers who hold the responsibility of 'A' and 'B' safe keys (cash and pawining safe) shall be paid Rs. 13/- per day upto a maximum of Rs. 250/- per month.

1.10. Annual Increment on Retirement.-

It is agreed to grant the increment proportionately computed on the basis of months completed by an employee during his/her incremental year in the case of those who are retiring prior to the date of their annual increment.

THE SECOND SCHEDULE REFERRED TO ABOVE

Medical Assistance Scheme. -

Reimbursement of Medical Expenses shall be made in terms of existing regulations subject to the limits given below.

The revised reimbursement rates shall be effective from **01.01.2012**.

(a) Once and for all facility of Rs. **825,000/-** for special treatment such as surgery in respect of Brain, Kidney or Heart to be done locally and abroad. This facility shall be extended to include a member of the family (spouse and children) so that the total claimed either by the staff member or any other member of the family or both does not exceed Rs. 825,000/-.

(b) A maximum of Rs. **62,500/-** per annum for continued medication for critical illnesses i.e. Heart Surgery, Kidney, Liver, Lung, Brain Surgery or any other major surgery.

(c) Routine Medical Expenses	-	Rs. 23, 400.00
Specialist Charges	-	Rs. 39, 000.00
Eye Care	-	Rs. 16, 575.00
Dental Care	-	Rs. 14, 625.00
Hospital Charges	-	Rs. 159, 375.00

(b) *Maternity in government Hospitals .-* The following payments shall be made subject to the limits of claim indicated against, for the first three children

Normal/Forceps Delivery	-	Rs 12,190.00
Caesarean Delivery	-	Rs 22,500.00

NATIONAL SAV


.....
W A Nalani
Chairperson


.....
H M Hennayake
General Manage

WI


.....
T M K Bandara
Addl. General M


.....
S D N Perera
Snr. Dy. Genera

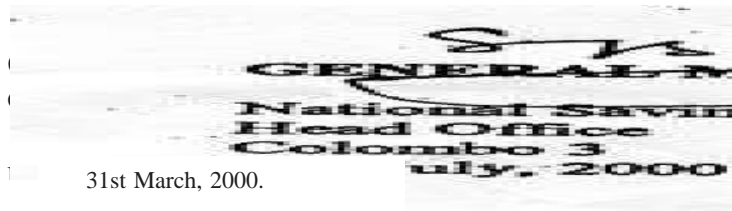
NATIONAL SAVINGS BANK RULES IN DISCIPLINARY MANAGEMENT**GENERAL MANAGER'S CIRCULAR NO. 476/2000**

To: All Heads of Divisions and Managers of Branches/ Postal Banking Branches.

**AMENDED DISCIPLINARY RULES OF THE NATIONAL SAVINGS BANK**

The amended Disciplinary Rules of the National Savings Bank are forwarded herewith. These amended rules take effect from 03.04.2000 and replace the rules issued by me on 28.11.1988.

Please bring these rules to the notice of the staff attached to your Division/Branch/Postal Banking Branch.

**GENERAL MANAGER'S CIRCULAR NO. 476/2000 - 1st Addendum**

To: All Heads of Divisions/Managers of Branches and Postal Banking Branches

RULES IN DISCIPLINARY MANAGEMENT NATIONAL SAVINGS BANK

Further to the General Manager's Circular No. 476/2000 dated 31.03.2000 on the above Subject.

In the exercise of disciplinary control of the employees of the National Savings Bank upto now, the bank has been guided by the Rules as issued by the General Manager on 28th November, 1988, Subject to such changes modifications etc. as were considered necessary.

The Rules in Disciplinary Management for the National Savings Bank have now been revised, broadly on the provisions of the Government Establishment Code volume II and modified to suit the particular needs of the Bank. The board has approved these Rules and the Delegation of Disciplinary powers laid down therein and has granted authority for the adoption of these rules as from 3rd April, 2000. A copy of these Rules in Disciplinary Management is sent herewith. These Rules are subject to revision by the Board from time to time.

All Heads of Divisions / Managers of Branches and Officers responsible for establishment functions or holdings delegated powers of disciplinary control of employees should make themselves thoroughly conversant with these rules in Disciplinary Management. These rules are also available in Sinhala, which shall be considered as the official version.

Any communication regarding the application or interpretation of these Rules should be addressed to DGM (HRD and Admin), who may seek instructions from the General Manager, where necessary.

Heads of Branches are requested to make the Rules available at their offices for reference by any employee attached to their Branches.

Please bring the contents of this Circular to the notice of all employees attached to your Branch.

Kindly acknowledge receipt of this Circular.



**RULES OF DISCIPLINARY PROCEDURE REVISED AND ISSUED BY THE BOARD OF DIRECTORS UNDER
SECTION 84 OF THE NATIONAL SAVINGS BANK
ACT. NO. 30 OF 1971**

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**RULES OF DISCIPLINARY PROCEDURE REVISED AND ISSUED BY THE BOARD OF DIRECTORS
UNDER SECTION 84 OF THE NATIONAL SAVINGS BANK ACT NO. 30 OF 1971**

SECTION I

APPLICATION

- 1.1 These Rules shall apply to and regulate the disciplinary control; and conduct of officers and employees of the National Savings Bank and may be cited as the Disciplinary Rules of the National Savings Bank. These Rules shall come into effect from 03.04.2000 and shall replace the Rules issued on 28th November 1988 by the General Manager.
- 1.2 The Rules are meant for the guidance of Bank employees and are not intended in any way, to limit or to over ride the authority of the Board of Directors in whom the powers of dismissal and disciplinary control of Bank employees are vested under the National Savings Bank Act. These Rules may be amended from time to time as considered necessary, at the discretion of the Board of Directors.
- 1.3 All acts of misconduct or lapses on the part of an employee should be dealt with without delay in terms of these Rules. Any special act or omission not covered under these Rules should be reported to the General Manager who may seek instructions from the Board in dealing with such matters.
- 1.4 In the interpretation or amendment or in any other instance the decision of the Board with regard to these Rules shall be final.
- 1.5 No proceedings or order made under these Rules shall be invalid by reason only of any informality or the non-observance of any Rule or provision which has not resulted in a failure of justice.
- 1.6 Where it would not be in conflict with the Rules in this code of Disciplinary Procedure the provisions of Volume II of the Government Establishment Code shall also apply to this Bank.

SECTION 2

INTERPRETATION

- 2.1 In these Rules unless the context otherwise requires;
 - words importing the masculine gender shall be taken to include females;
 - words in the singular shall include the plural and vice versa;
 - "The Bank" means the National Savings Bank;
 - "The Board" means the Board of Directors of the National Savings Bank;
 - "Crime" bears the same meaning as that contained in section 18 of the Prevention of Crimes Ordinance Chapter 22 of the Legislative Enactments;
 - "disciplinary action" means any action taken under these Rules against an employee and includes the interdiction and the imposition of punishment upon him where necessary;
 - "Employee" means an officer or other employee of the Bank;
 - "General Manager" includes any other officer acting for the General Manager;
 - "Disciplinary Authority" is as indicated in Appendix I;
 - "Appellate Authority" is as indicated in Appendix I.
- "Gratification" includes
- (a) Money or any gift, loan fee, reward, commission, valuable security or any other property or interest in property of any description whether movable or immovable;
 - (b) Any office, employment or contract;
 - (c) Any payment, release, discharge or liquidation of any loan obligation or other liability whatsoever, whether in whole or in part;
 - (d) Any other service, favour or advantage of any description whatsoever, including protection from any penalty or disability incurred or apprehended or from any action or proceeding of disciplinary or penal nature, whether or not already instituted and including the exercise of any right or any official power or duty; and
 - (e) Any offer, undertaking or promise of any gratification within the meaning of the preceding paragraph (a), (b), (c) and (d);

"Misconduct" means any conduct of any employee that is inconsistent with the fulfilment of his duties as such employee or any conduct which is prejudicial or likely to be prejudicial to the interests of the Bank or any conduct that brings or is likely to bring the Bank into disrepute and includes conduct prohibited as shown in Appendix II.

"The Rules" means the National Savings Bank Disciplinary Rules

SECTION 3

FORMS OF DISCIPLINARY ACTION

3.1 The form of disciplinary action will vary with the nature of the lapse or misconduct in question.

3.2 Where there has been a grave act of misconduct the disciplinary action consists of four steps:-

1. Preliminary investigation,
2. Charge sheet,
3. Formal inquiry.
4. Disciplinary order.

Where necessary an order of interdiction would also be made,
This procedure is in respect of charges under Schedule A.

3.3 In respect of an act of minor misconduct the procedure consists of only three steps :-

1. Preliminary investigation,
2. Charge sheet,
3. Disciplinary order

This procedure is in respect of charges under schedule B.
Though no formal inquiry would be held here. such an inquiry may be held on an application by the accused employee and decided at the discretion of the disciplinary Authority -

3.4 Where there has been only a very minor lapse the action taken against the employee concerned takes only two steps:-

1. Calling for explanation,
2. Disciplinary order
The disciplinary order itself should be of a very minor nature

SECTION 4

PRELIMINARY INVESTIGATION

4.1 When disciplinary action is contemplated against an employee the first step is the holding of a preliminary investigation.

4.2 Normally a preliminary investigation is ordered by the General Manager, In urgent circumstances even a Head of a Division, Branch or Unit could initiate such an investigation. But the General Manager must then be kept informed of such action, through the Personnel Manager.

4.3 A preliminary investigation is only a fact finding process and does not constitute a formal inquiry.

4.4 Such an investigation is held by obtaining statements from persons who could give evidence as to the matter under investigation. In obtaining such statements initially the place, date and time of recording such statements are noted down. Such statements should be recorded in the language of the witness and in direct speech.

- 4.5 In obtaining evidence in this manner the suspect also should be afforded an opportunity of making a statement in his defence, preferably at the end.
- 4.6 The success of a preliminary investigation depends very much on holding it expeditiously. Any avoidable delay will make it difficult to obtain the correct evidence.
- 4.7 If documents become relevant in the process of holding a preliminary investigation, they should be impounded by the investigating Officer.
- 4.8 Where such documents need to be produced in Court certified copies should be made use of for the investigation, while releasing the originals.
- 4.9 A certain degree of secrecy prevails at a preliminary investigation. This would mean that the evidence of a witness can be recorded without prior notice to him, either by going up to the witness or summoning the witness to the place of investigation.
- 4.10 At those preliminary investigations there may sometimes emerge reasons to blame the complainant or others as well. In such instances facts must be recorded and reported accordingly.
- 4.11 Where it is considered necessary, even two or more officers may proceed to collect such evidence at the same time. That evidence then will be collected separately but included in one report.
- 4.12 It must be noted that there are differences between a preliminary investigation and a formal inquiry. For instance, at a formal inquiry the accused employee and the witnesses are informed of the inquiry in advance. But such prior notice is not given at a preliminary investigation. Further, at a formal inquiry the accused employee is entitled to be present at the inquiry right through its course. But at a preliminary investigation he has no such right. No representative is also permitted to appear on behalf of an employee at the preliminary investigation.
- 4.13 However, if the preliminary investigation is in respect of a shortage in cash or stores in the custody of an employee, he has a right to be present at such investigation. Further, in such an event he will be required to confirm that such verification was carried out in his presence and he should certify or acknowledge as to the correctness or otherwise of the accounting statements drawn up then.
- 4.14 If the suspect employee is not available or if he keeps away wilfully from such investigation, then the verification should be carried out by a board of verification appointed for that purpose.
- 4.15 At times there may be a situation where the Disciplinary Authority himself may have observed the misconduct of the suspect employee. The question may then arise as to whether a preliminary investigation would still be necessary, since the Disciplinary Authority himself has witnessed the misconduct. However a preliminary investigation will still be necessary. Otherwise difficulties will arise when a charge sheet is to be framed and also at the stage of leading evidence for the prosecution at the stage of the formal inquiry.
- 4.16 All the same, in certain instances a preliminary investigation as such may be dispensed with. One such instance would be where the internal audit had proceeded to hold an audit investigation. The statements collected at such an investigation may be made use of for the framing of charges, without a further preliminary investigation. Similarly where the Bank Investigation Branch, the Police or Bribery Department has conducted investigations of their own, statements recorded there can form the basis of a charge sheet against the employee in the Bank. The same procedure will apply in respect of statements drawn up at an investigation by a statutory authority.
- 4.17 Generally a question of seniority does not arise as between the officer holding the preliminary investigation and the suspect employee. However, where such seniority is in question the senior employee could question as to the authority with which his junior proposes to record a statement from him. In such an event the junior investigating officer should produce the special authority granted to him by the Management for that purpose.

- 4.18 Even where a suspect admits directly the lapse or the misconduct in question on his part a preliminary investigation will still be necessary for the reason that no disciplinary order could be made at the conclusion of a preliminary investigation itself. Such an order can be made only at least after the framing of charges and the calling for the explanation of the suspect employee. And if a charge sheet is to be framed all the evidence necessary should have been collected at the preliminary investigation.
- 4.19 An employee cannot refuse to make a statement when requested to do so at a preliminary investigation. Where an employee refuses to make such a statement it will amount to insubordination, for which he can also be dealt with disciplinarily.
- 4.20 It has to be remembered that the statements recorded at a preliminary investigation are often subject to severe cross examination at the stage of the formal inquiry. Therefore, such statements at a preliminary investigation must be recorded with the utmost care and as conveying the exact evidence of the employee.
- 4.21 With this end in view, the employee concerned must be required to make a statement at the end of his evidence, preferably in his own handwriting, to the effect that, that statement was read over by him and that he had made it under no influence from anyone. He should attest his signature to it thereafter.
- 4.22 At the end of the preliminary investigation the investigating officer should prepare a report on the basis of the evidence recorded by him and indicate therein whether there appears to be a *prima facie* case against the suspect employee or not. Where charges could be framed the investigating officer may also provide a draft charge sheet and indicate the evidence both documentary and oral, that may be relied upon to establish the charges. A recommendation as to whether the suspect employee should be interdicted or not may also be made.

SECTION 5

INTERDICTION AND COMPULSORY LEAVE

- 5.1 Where it is considered undesirable that an employee should continue to exercise the duties and functions of his office, he may forthwith be interdicted from office, by the Disciplinary Authority provided that -
- (a) Disciplinary proceedings or criminal proceedings have been initiated or are about to be initiated on charges which if established are sufficiently serious to warrant his dismissal,
- (b) A report has been received regarding action in a Court of Law for a criminal offence or that a penalty has been imposed by a Statutory Authority in matter sufficiently serious to warrant his eventual dismissal after the matter has been considered by the Disciplinary Authority.
- 5.2 An employee convicted of a criminal offence will be deemed to be interdicted as from the date of such conviction notwithstanding the fact, that an appeal to a higher Court may be pending and will remain under interdiction until a decision is made by the Disciplinary Authority. He will not be paid any emoluments during the period of such interdiction.
- 5.3 An employee who is remanded by a Court will be deemed to be under interdiction from the date of the remand order. He will not be paid any emoluments during such period of interdiction.

- 5.4 If an employee cannot appropriately be interdicted in terms of these Rules, but if it is in the interest of the investigation or inquiry that he should not exercise the duties or functions of his post, he should be transferred or he should be placed on compulsory leave.
- 5.5 The head of the Personnel Department should furnish to the General Manager and the Chairman a quarterly report of employees under interdiction and a brief statement of the position in regard to each of them. The General Manager or the chairman may investigate cases which appear to be unduly delayed and may take such steps as are deemed fit in each case.

SECTION 6

EMOLUMENTS WHILE UNDER INTERDICTION

- 6.1 Any employee who is interdicted consequent to conviction in a Court for a criminal offence will not be paid any emoluments during the period of interdiction.
- 6.2 An employee who is interdicted consequents to his being remanded by a Court will not be paid any emoluments during the period of interdiction.
- 6.3 Where the employee concerned is released from remand on bail, he should not be paid any emoluments during the period of interdiction if the offence is of a serious nature as described in Section 18 of Prevention of Crimes Ordinance (Chapter 22).
- 6.4 An employee who is interdicted on account of misappropriation, fraud, forgery, negligence, resulting in loss to the Bank or Similar misdemeanour committed in respect of property belonging to the Bank or on account of involvement in bribery or any other means of illegal gain will not be paid any emoluments during the period of interdiction. In such cases the order of denial of total emoluments shall be made by the General Manager in respect of the subordinate grades any by the Chairman in respect of employees of staff rank.
- 6.5 If disciplinary proceedings against an employee referred to in paragraph 6.4 above are not completed within a period of 6 months, the Disciplinary Authority who made the order denying the total emoluments may authorise payment of a portion not exceeding one half of the employees' monthly emoluments commencing from a date which is not retrospective provided the delay in the disciplinary Proceedings is not attributable to the accused employee.
- 6.6 In the case of those under interdiction who do not fall within the foregoing provisos, the employee shall be paid as from the date of interdiction one half of the emoluments to which he is normally entitled. The Chairman, in consideration of any special circumstances of an individual case may order the payment of a greater proportion than one half of the emoluments but not exceeding three fourths of the emoluments of the employee concerned.
- 6.7 If an employee under interdiction fails to reply to the charges framed against him within the time allowed or if he fails to attend an inquiry on the date fixed without reasonable cause, the Disciplinary Authority who ordered the interdiction shall stop payment of any portion of the emoluments allowed to him until he replies to the charges or attends the inquiry.
- 6.8 If the disciplinary proceedings against an interdicted employee result in dismissal he shall not be paid any emoluments as from the date of the letter of dismissal. If the disciplinary proceedings result in a punishment less than dismissal, the payment of emoluments withheld or of a portion thereof will be decided by the Disciplinary Authority ordering the punishment and this will form part of the disciplinary order.
- 6.9 If the proceedings result in the exoneration of the accused employee from the charges brought against him, he will be paid all the emoluments withheld, on his resuming duties after reinstatement.
- 6.10 The same procedure as above will be followed in respect of an acquittal in Court, where no disciplinary proceedings are contemplated in the Bank against the employee concerned.
- 6.11 The foregoing provisos relating to payment of a portion of the emoluments whilst under interdiction will not apply to temporary or casual employees as they will not normally be interdicted pending disciplinary proceedings, but instead their services will be terminated pending inquiry.
- 6.12 The emoluments of an employee means for the purpose of these provisos, the salary of his substantive post together with any allowances normally payable exclusive of any allowance in the nature of duty allowance or any special allowance which is payable whilst in the discharge of his normal official duties.
- 6.13 Where it is considered that it is not in the Bank's interest that an employee should continue to exercise the functions of his office the Chairman may place him on compulsory leave. This leave will be set off against any available leave and any leave thereafter will be on full pay.

SECTION 7

CHARGE SHEET

- 7.1. If, at the conclusion of a preliminary investigation, it is considered necessary to pursue further disciplinary action against the suspect employee, then a charge sheet would be issued against him.
- 7.2. A charge sheet is issued to comply with a principle of natural justice, namely to conform to the requirement that no person should be punished without having heard him in his defence.
- 7.3. A charge sheet should be issued in both instances i.e. where the charges are of a serious nature, as well as of a minor nature. Serious charges are shown under Schedule A and minor charges under Schedule B - see Appendix III.
- 7.4. Where there has been only a minor lapse, the employee concerned may be dealt with without the issue of a formal charge sheet. However, in such an event his explanations should be called for before making a decision on the matter.
- 7.5. In the issue of a charge sheet it need not take on a legalistic form as in a court of law. It may be framed in a manner as considered necessary by the Bank. See Appendix IV.
- 7.6. Though such a charge sheet need not be in any definite form every charge sheet should contain some specific matters.
They are;
 - (i) The Schedule under which the charges are being issued,
 - (ii) The relevant provision in the disciplinary rules requiring the issue of a charge sheet.
 - (iii) The rule or provision in the disciplinary rules that has been violated.
 - (iv) The charges should be indicated in definite terms; that would mean that a charge should indicate the place, date and time at which the misconduct or lapse occurred. Where this information cannot be provided with such details the charge would indicate "on or about" such date, time or place.
 - (v) The adverse consequences that flow from the charges.
 - (vi) The evidence both documentary and oral that form the basis of the charges.
 - (vii) In the case of documentary evidence the accused employee will be informed that these documents could be examined by him either by himself or with any representative of his by prior arrangement under the supervision of a responsible officer.
 - (viii) A period of two weeks time is provided to reply to the charge sheet, he will be informed that if no such explanations are sent within the given time without a reasonable excuse, an inquiry will be proceeded with on the basis that he had no valid explanations to offer.
 - (ix) Finally the employee will be requested to acknowledge receipt of this charge sheet.
- 7.7. In most charge sheets an additional charge is often included to the effect that by the accused employee's conduct as in one or more of the preceding charges, he has brought the Bank into disrepute. Generally even such a charge should be supported by evidence.
- 7.8. The statements recorded at the preliminary investigation may be listed in the charge sheet. This is done at the discretion of the Disciplinary Authority. The fact that the inclusion of such statements in the charge sheet can operate to the advantage or disadvantage of the prosecution, should be borne in mind in the framing of the charge sheet.
- 7.9. Charges can be amended after the issue of the charge sheet only by the Disciplinary Authority. But the addition of any documents or witnesses to the list in the charge sheet may be done by the Inquiry officer on an application by the Prosecuting Officer.

SECTION 8**EXPLANATIONS TO THE CHARGE SHEET**

- 8.1 Two week time is allowed to reply to the charges. This period of time can be extended at the request of the accused officer based on reasonable grounds.
- 8.2 Where an accused, employee delays inordinately or where he does not furnish a reply at all, the subsequent disciplinary action depends upon the Schedule under which the charge sheet has been issued. If the charge sheet has been issued under Schedule B a disciplinary order can be imposed on the basis that he has no explanation to offer.
- 8.3 Where the charge sheet has been issued under Schedule A and where the employee does not furnish a reply, he cannot be punished directly as under Schedule B, for the reason that for an offence under Schedule A, a punishment could be imposed only after a formal inquiry. If the employee fails not only to reply to the charge sheet, but also to appear at the inquiry when summoned, the inquiry can be held ex-parte.
- 8.4 In a situation where the accused employee directly pleads guilty to the charges, the subsequent disciplinary action will again depend on the Schedule under which he has been charged. If the Schedule is B then a minor disciplinary order can be made on his plea of guilt.
- 8.5 Where the charges are under Schedule A it must be ascertained as to whether his plea of guilt had been made conditionally or unconditionally. If a plea of guilt has been made both in reply to the charge sheet and at the commencement of the formal inquiry, the proceedings can be concluded without the recording of further evidence on that basis.
- 8.6 If the plea of guilt has been made conditionally under Schedule A the matter has to proceed to a full formal inquiry. This is to find out whether the facts urged in his defence are true, in which event they would serve as mitigatory circumstances in deciding on a punishment.
- 8.7 In furnishing a reply to the charge sheet an accused employee would be entitled to plead not guilty to the charges in short and to request that he be given an opportunity of a formal inquiry, at which he will bring up all evidence in his defence. It may be said that such a concession is provided to him on the basis of Article 13(5) of Chapter III of the Constitution, which lays down that "every person shall be presumed innocent until he is proved guilty".
- 8.8 Though, the employee is entitled to plead "not guilty" to the charges in short it would be to his advantage to give a full explanation where the charges are under Schedule B. This is for the reason that a punishment can be imposed directly without an inquiry, in consideration of only the explanation to the charges under Schedule B.
- 8.9 Where a disciplinary authority is not satisfied with the explanation to the charges that have been sent, that fact must be intimated to the accused employee before the commencement of a formal inquiry, where necessary.

SECTION 9**APPOINTMENT OF AN INQUIRY OFFICER**

- 9.1 On consideration of the reply to a charge sheet, the Disciplinary Authority will proceed to appoint an Inquiry Officer, where necessary.
- 9.2 Before receiving such an appointment the officer concerned should satisfy certain requirement. One such requirement is that he should not be a person who had been associated with the inquiry matter at the stage of the preliminary investigation. In other words, the appointee should not be a person biased in any way in the matter under inquiry. Accordingly where the accused who comes up before the Inquiry Officer is a friend of his an enemy or other such involved person, he should not proceed to function as Inquiry Officer or judge. This is in recognition of a principle of natural justice.
- 9.3 It is a requirement that the officer appointed as an Inquiry Officer should be a person who holds or has held a post senior to that of the accused employee.
- 9.4 Such an Inquiry Officer may be appointed from within the Bank or from a panel of retired public officers maintained by the Bank.
- 9.5 The Inquiry Officer should guide himself by the Disciplinary Rules of the Bank in the conduct of the inquiry.

SECTION 10

HOLDING OF A FORMAL INQUIRY

- 10.1 At the commencement of a formal inquiry the Inquiry Officer's attention should be drawn to the matter of the representatives at the inquiry. The officer appearing on behalf of the prosecution is termed the Prosecuting Officer and the officer representing the accused employee is referred to as the Defending Officer. These representatives should have received the prior approval of the Disciplinary Authority for functioning as such.
- 10.2 The duty of the Prosecuting officer is to lead evidence for the prosecution. For this purpose he should obtain the preliminary investigation file and study the contents therein, bearing in mind that the charges have been based on the evidence collected at the preliminary investigation.
- 10.3 When a Defending Officer appears at an inquiry on behalf of the accused employee any submission or representation at the inquiry on behalf of the defence can be made only by the Defending Officer. But where the accused employee so desires he can dispense with a Defending Officer and arrange to conduct the defence himself.
- 10.4 Before the commencement of the recording of evidence it is best that the Inquiry Officer addresses both parties, detailing the procedures that would be followed at the inquiry and seeking their co-operation to conclude the inquiry without delay.
- 10.5 Generally evidence is recorded in the form of type-written statements. Four copies of proceedings will be typed, with the Inquiry Officer retaining the original and a copy, and releasing a copy to either party. The originals will be forwarded by the Inquiry Officer with his report to the Disciplinary Authority at the end of the inquiry. The other copy retained by the Inquiry Officer will be useful in preparing his report.
- 10.6 No observers are allowed to be present at a formal inquiry. However, in particular situations such a person may be allowed to remain during the course of the inquiry, with the approval of the Inquiry Officer.
- 10.7 A witness need not be requested to give evidence under oath at an inquiry. For this reason the witness is required to certify at the end of his evidence, in his own handwriting that the evidence as read by him is true and that it has been made without being subject to any pressure. Where the evidence has been recorded in a language that is not known to the witness then the certificate should be that, that evidence was read over to him and explained before he placed his signature to it as a true statement.
- 10.8 Once the above preliminaries have been gone through at the inquiry, the Inquiry Officer would read out to the accused employee the charges as appearing in the charge sheet and ask him whether he pleads guilty to the charges or not. If the accused employee pleads not guilty, that fact is noted in the record and the Prosecuting Officer will be directed thereafter to present the case for the prosecution.
- 10.9 Next commences the leading of evidence. In this exercise there are some particular matters that should be noted:
 - (i) Evidence is led by raising a question and obtaining a reply. Normally it is only the answer that is noted down and not the question. The question and the answer are written separately, particularly in the cross-examination. Nevertheless, where it is considered that some important evidence should be recorded with the question itself, then at the discretion of the Inquiry Officer the question and answer procedure may be adopted.
 - (ii) Leading of evidence should be done in a chronological order. Evidence must be so obtained as to create a picture of the relevant incident in the mind of a person who has not seen it.
 - (iii) There is a particular system in obtaining the evidence of a witness. That is generally as follows:
 - (a) Examination in Chief
 - (b) Cross-examination
 - (c) Re-examination
 - (iv) In obtaining evidence in this manner there are some rules to be noted in particular. One such rule is that in the examination-in-chief and in the re-examination no leading questions are permitted.
 - (v) In the examination-in-chief and in the cross-examination any question may be raised pertaining to the charges. However, in the re-examination the questions raised must be confined to the matters that came out in the cross-examination.

- (vi) After the re-examination there is no opportunity provided as a re-cross examination. If, however, in the re-examination some evidence outside the cross-examination but relevant to the charges, has emerged re-cross examination may be permitted in respect of that evidence alone, at the discretion of the Inquiry Officer.
- (vii) There is also a procedure in the calling of evidence from both sides. Evidence is first led of the prosecution followed by that of the defence. In this process if the accused employee also wishes to give evidence on behalf of the defence, he should do so before the calling of any witness for the defence. If for any reason the accused employee is permitted to give evidence after the evidence for the defence, the accused employee should not be permitted to remain at the inquiry and hear that evidence. For this purpose he should be kept out of the place of inquiry during the course of that evidence.
- (viii) Where the statement of a witness made at the preliminary investigation has been included in the list of documents shown in the charge sheet, the witness concerned may be questioned on this statement at the stage of the formal inquiry and on his confirmation that, that statement is a correct record of his evidence, it can be considered as evidence given at the formal inquiry.
- (ix) If a question arises at the inquiry as to whether a statement given at a preliminary investigation should be adopted as formal evidence in the above manner or whether all that evidence should be led afresh from the witness, then a decision should be taken in the discretion of the Inquiry Officer.
- (x) Documentary evidence produced at an inquiry should be marked systematically. The documents for the prosecution will be marked as P1, P2 and so on, while the documents for the defence will be marked as D1, D2 etc. The initials of the Inquiry Officer and the relevant date must be placed under such marking.
- (xi) At the inquiry the documentary evidence for the prosecution will consist of the documents listed in the charge sheet. If further documents are found necessary during the course of the inquiry a decision on their production will be made by the Inquiry Officer, taking into consideration the relevancy of that evidence and on an application made to that effect by the Prosecuting Officer.
- (xii) When the defence inquires to produce documentary evidence, an application should be made to the Management, with a copy of the Inquiry Officer giving a list of documents necessary for the defence. Once the Inquiry Officer has made a determination as to the relevancy of such documents, the Prosecuting Officer should arrange to produce these documents for the inquiry. If again, during the course of the inquiry additional documents become necessary for the defence, the Inquiry Officer can allow such an application having again considered the relevancy of that evidence. An application for additional witnesses will also be treated similarly.

10.10 Some problematic situations that arise at an inquiry need to be examined now,

- (i) When a witness is questioned he will be permitted to state as evidence in his reply anything additional to what was questioned, only where that additional evidence is in further explanation or clarification of his reply.
- (ii) The Inquiry Officer is also entitled to question a witness. The better arrangement for such questioning is when both parties have concluded their questioning and only in respect of matters remaining to be clarified thereafter. It would not be correct for the Inquiry officer to proceed to question a witness at length, as if he had taken on the role of Prosecuting Officer or the Defending Officer.
- (iii) A witness should not be permitted to state in evidence what another person told him, unless the statement of that person has been recorded or will be recorded in the course of the inquiry.
- (iv) The question put to a witness need not be confined to test the veracity of his evidence, but also to test as to his position in society, his standard of education and also as to his character in general and so on.
- (v) All the same questions put to a witness should not be of an indecent nature or intended merely to annoy a witness.
- (vi) When a witness remains silent without replying to a question that fact must be recorded in the course of his evidence within brackets.
- (vii) When a witness is found to be giving evidence in contradiction to his evidence at the preliminary investigation he should be questioned in a manner as to elicit his correct evidence which generally is the evidence he had given at the Preliminary stage.

- (viii) The Inquiry Officer should make it a point to see that only evidence relevant to the charges are led at an inquiry, otherwise quite a volume of irrelevant evidence would creep into the record, making it difficult for him at the stage of his writing the report later. A witness may also be questioned to test his credit - worthiness.
- (ix) An appeal to a higher authority during the course of the inquiry on a ruling given by the Inquiry Officer will not be permitted. Any such representation by either party will be permitted to be placed on record at the end of the proceedings, if the parties so desire.
- (x) If any accused employee absents himself without valid reason, the inquiry should be adjourned and he should be warned that proceedings will be held ex-parte. If the accused employee persists in such absence the inquiry will proceed ex-parte when resumed.
- (xi) During the course of the inquiry any additional witnesses or documents can be allowed by the Inquiry Officer, taking into consideration the relevancy of such additional evidence.
- (xii) The decision of the Inquiry Officer on any matter of procedure, or any objection raised in the course of inquiry shall be final. The principle that should guide an Inquiry Officer in such matters is that the objective of the Inquiry is to arrive at the truth speedily, and that mere technicalities, whether procedural or otherwise, should not be allowed to impede the progress of the inquiry.
- (xiii) The Inquiry Officer should direct himself by the best evidence which is led before him or which he can procure; whether or not such evidence would be admissible in a court of law would not be relevant here.
- (xiv) Where one party raises an objection during the course of the inquiry it will be prudent to call for the comments or reply of the adverse party, before the Inquiry officer gives a ruling on the matter.
- (xv) The accused employee may give evidence on his own behalf, in which event he should bear in mind that such evidence of his would be subject to cross-examination.
- (xvi) No witness should be permitted to be present when the evidence of another witness is being recorded.
- (xvii) If a person's handwriting or signature is in question it will be sufficient if a reliable witness who is familiar with such person's handwriting or signature testifies that it is the handwriting or signature of the person concerned. However, the Disciplinary Authority may obtain expert evidence from the Examiner of Questioned Documents, where considered necessary.
- (xviii) All prosecution witnesses will be summoned by the Bank. The Bank will also summon any official witnesses permitted for the defence. The defence should produce any unofficial witnesses by their own arrangements.

10.11 The procedure to be followed after the completion of the recording of evidence –

- (i) After all the evidence has been recorded the accused employee is permitted to make a statement, if he so desires. In such an event that statement is not subject to cross-examination. For that reason the evidentiary value in such a statement is very much reduced.
- (ii) A period of two weeks time is allowed for the rendering of submissions of both parties.
- (iii) The Inquiry Officer will proceed to question from both parties as to whether they are satisfied with the manner in which the inquiry has been help by him, and record their replies.
- (iv) No indication should be given to either party by the Inquiry Officer as to what his findings are likely to be. He should remember that the authority who would make an ultimate decision as to the guilt or otherwise of the accused employee is not the Inquiry Officer but the Disciplinary Authority.
- (v) Finally the Inquiry Officer should submit to the Disciplinary Authority a report Indicating what his findings are in respect of each charge while also forwarding the marked documents and the submission of both parties.

- (vi) In his report the evidence led at the inquiry should be analyzed under each charge indicating reasons and arguments that led to his findings.
- (vii) Any special mitigatory circumstances observed in the course of the inquiry should also be included in the report.
- (viii) The Inquiry Officer may at his discretion also make a recommendation as to the nature of the disciplinary order that may be imposed.
- (ix) It must be borne in mind by the Inquiry Officer that he should base his findings on the charges solely on the evidence led before him at the inquiry and the submissions made to him in writing by both parties at the end of the inquiry.

SECTION 11

REPRESENTATIVES AT AN INQUIRY

- 11.1. The Disciplinary Authority will appoint an officer from the staff of the Bank to lead evidence for the prosecution. He is then termed the Prosecuting Officer.
- 11.2 All necessary arrangements for the holding of the inquiry will be the duty of the Prosecuting Officer.
- 11.3 For the purpose of leading evidence for the prosecution he should arrange to obtain the preliminary investigation file and study the documentary evidence contained therein.
- 11.4 If the Bank considers it necessary, it could retain a lawyer to present the case for the Bank. In such an event the defence too will be permitted to retain a lawyer of their choice. In any event such appointees should have received the prior approval of the Disciplinary Authority to function in such capacity.
- 11.5 It is only an employee of the Bank or of any other State Bank or Retired Bank Officer or Bank Union Official of a State Bank that would be permitted to be the Defence Representative.
- 11.6 Representatives so appointed can be removed from functioning in such capacities by the Disciplinary Authority for any special stated reason.
- 11.7 A defence representative is allowed only for the purpose of bringing up facts in the defence of the accused employee at the inquiry. Therefore, it could be noted that, that opportunity should not be made use of to subject the Bank or its Management to undue criticism. A Defending Officer should conduct himself with propriety at an inquiry. Any misdemeanour on his part will be treated as a lapse or failing on the part of the accused employee himself.
- 11.8 The representatives of an accused employee shall not communicate with the Management of the Bank on behalf of the accused employee.

SECTION 12

ROLE OF PROSECUTING OFFICER

- 12.1 The role of a Prosecuting Officer is an important function at an inquiry. Many an inquiry against an accused employee fails for the reason that the prosecution has been weak.
- 12.2 When an officer has been appointed to do the prosecution at an inquiry, he must realise that the charges have been as a result of a preliminary investigation. Therefore, his first duty is to obtain the preliminary investigation file and study the evidence obtained at this investigation in support of the charges.
- 12.3 He should next study the charges and make notes as to what evidence, both oral and documentary, would be relevant in respect of each charge, If he finds that additional witnesses and documents would be necessary he should make an application in time for such additional documents and witnesses.

- 12.4 The Prosecuting Officer should remember that where a charge consists of many ingredients or parts he should lead evidence to establish each ingredient. Therefore, he must proceed to break up each charge into its ingredients and find evidence for each such part.
- 12.5 Various objections are often brought up by the defence during the course of the inquiry. The Prosecuting Officer should be smart enough to meet all such arguments. To do this he should be well versed in these procedures, and the instructions as contained in the Bank's Disciplinary Code.
- 12.6 Submissions for the Prosecution should be made by the Prosecuting Officer to the Inquiry Officer summarising all the evidence at the end of the inquiry.

SECTION 13

DOCUMENTS AT AN INQUIRY

- 13.1 It is not only evidence of witnesses but also documentary evidence that is made use of at an inquiry in respect of charges against an accused employee.
- 13.2 Where it is documentary evidence the author of that document or some person connected in some way with it should give evidence as regards the contents of such document. A document by itself therefore cannot be produced as constituting evidence.
- 13.3 Even documentary evidence becomes valuable only when the evidence as to its contents is led and made subject to cross examination.
- 13.4 Normally the original of a document should be produced at an inquiry. In the absence of the original, a certified copy of that document can be made use of.
- 13.5 A copy can be accepted as a true copy only where it has been so certified by a responsible officer, who has compared that copy with the original before such certification.
- 13.6 Documentary evidence for the prosecution would generally be the documents listed in the charge sheet. Documents for the defence could be the documents that the accused employee has applied for in advance.
- 13.7 All the same, during the course of the inquiry additional documents may be produced on behalf of either party, depending on their relevancy and as decided upon by the Inquiry Officer.
- 13.8 Where any party is not prepared to produce a document called for by the other party claiming confidentiality, that question will be decided upon by the Inquiry Officer, on production of the document at the Inquiry.
- 13.9 The statements recorded at a preliminary investigation can be produced as documentary evidence at the formal inquiry. Nevertheless that evidence would be considered as valuable evidence only if the person who made that statement presents himself at the inquiry to support that evidence, subjecting himself to cross-examination, where necessary.
- 13.10 Where the accused employee does not opt to give evidence, a statement made by him at the preliminary investigation can be produced at the formal inquiry only through the officer who held the preliminary investigation and recorded that statement.
- 13.11 An accused employee or his representative should be permitted to examine any document that is intended to be used against such employee. Normally he will be permitted this facility some reasonable time before the date by which he is required to answer the charges. But where a document is made available in the course of an inquiry, it will be sufficient if the Inquiry Officer permits the defence to examine it on production with an adjournment of the inquiry, where necessary.

SECTION 14

DISCIPLINARY ORDER

- 14.1 After the inquiry, the Inquiry Officer should indicate in his report in respect of each charge as to what his findings are.
- 14.2 The findings of an Inquiry Officer would be as to whether a charge is proved, disproved or not proved.
- 14.3 When the Disciplinary Authority receives the report of the Inquiry Officer, the former should himself analyse and study the contents of the report. Thereafter, the Disciplinary Authority can either agree or disagree with any decision or finding of the Inquiry Officer in respect of any charge or charges and accept or reject or revise any or all of the findings of the Inquiry Officer.
- 14.4 If the Disciplinary Authority requires further clarification on any point, he may refer the matter back to the Inquiry Officer for report or for further inquiry as necessary. If circumstances justify it, the Disciplinary Authority may also quash any inquiry proceedings and order a fresh inquiry.
- 14.5 Where the charges have been framed under Schedule B the disciplinary order will be in the nature of a minor punishment. Under Schedule A a major punishment may be imposed.
- 14.6 The Disciplinary Authority in making a disciplinary order will state specifically in respect of each charge whether he finds the employee guilty or not guilty. It is not necessary for the Disciplinary Authority to indicate to the accused employee the reasons for his findings or verdict.
- 14.7 In making a disciplinary order the Disciplinary Authority must be guided by the provisions in respect of punishment under Section 15 of these Rules.
- 14.8 If punishment less than dismissal is imposed on an employee under interdiction, the disciplinary order will include an order as to whether the whole or a specified proportion of the emoluments withheld from him should be paid to him or not. In deciding on such an order, consideration would be given to the length of the period of interdiction, to the extent to which it may or may not be directly attributable to the accused employee.
- 14.9 Where the disciplinary order is one of dismissal, that must be conveyed to him immediately. He will not receive any salary or emoluments thereafter.
- 14.10 If the accused employee is acquitted of all the charges, he should be immediately reinstated if interdicted, and paid back the salary withheld during interdiction.
- 14.11 Where an employee has been interdicted while criminal proceedings in a Court were pending, on his acquittal in Court he should be paid back all the salary withheld from him, if no disciplinary action is contemplated against him in the Bank.
- 14.12 A disciplinary order is said to take effect from the day it has been communicated to the accused employee. Where such communication has been made the Disciplinary Authority himself cannot vary or modify that order.

SECTION 15

PUNISHMENTS

15.1 Punishments are divided into minor and major punishments. Minor punishments are appropriate for offences of the type similar to those in Schedule B. Major punishments are appropriate for offences of the type similar to those in Schedule A. (See Appendix III).

15.2 *Minor punishments will include the following:*

Reprimand, severe reprimand or censure (a "warning" is not a punishment). Suspension or stoppage of increment for a period not exceeding one year. A fine not exceeding one week's pay.

15.3 *Major punishments will include the following:*

Dismissal, termination of service, (after disciplinary inquiry) retirement for general inefficiency, retirement for inefficiency as a merciful alternative to dismissal, reduction in seniority (by a specified number of places in the grade to which the employee belongs), reduction in rank, reduction of salary or deferment of increment for a period exceeding one year, deferment of promotion for a specified period and any other form of punishment more severe than the minor punishments shown under Rule 15.2.

15.4 An order of retirement as a merciful alternative to dismissal could be made only by the Appellate Authority, in consideration of an appeal.

SECTION 16

APPEALS

16.1 An employee aggrieved by a disciplinary order by the Disciplinary Authority will be permitted to make an appeal to the Appellate Authority (See Appendix I).

16.2 Once the disciplinary order has been made, it cannot be revised or changed by the Disciplinary Authority except to correct errors that appear on the face of the record. Such variation would be a prerogative of the Appellate Authority.

16.3 An appeal will be entertained only from the aggrieved employee. An appeal sent on his behalf of any other person will not be acknowledged or entertained.

16.4 An appeal should be made within three months of the disciplinary order complained of.

16.5 Only one appeal will generally be entertained. If a second appeal is to be considered by the Appellate Authority that would be only in respect of matters not disclosed in the first appeal and where reasons have been given for such non disclosure of these facts earlier.

16.6 An employee who is still in employment, in making an appeal should do so through proper channels. An employee who has been sent out of service will make an appeal direct to the Appellate Authority.

16.7 In reporting on an appeal reference should be made to each of the averments in the appeal.

16.8 In consideration of an appeal the Appellate Authority will make an appropriate order. In doing so the Appellate Authority could change or revise the order of the Disciplinary Authority; where considered necessary the inquiry held may be quashed and a fresh inquiry ordered by the Appellate Authority.

16.9 In consideration of an appeal, if it appears to the Appellate Authority that it is not only the accused employee who is answerable to the matters in issue, but also some other employee/employees then disciplinary action may be ordered against the others involved.

SECTION 17**CRIMINAL OFFENCES AND BRIBERY**

- 17.1 If in the course of a preliminary investigation or formal inquiry criminal offences or offences involving bribery are disclosed, the matter will be reported to the disciplinary authority who will in turn refer it to the Police or the Bribery Department without delay.
- 17.2 Having reported the matter thus, the Bank will pursue its own course of disciplinary action. If the accused employee has been taken into Police custody or remanded then disciplinary action can be pursued on his release, where necessary.
- 17.3 In this process where documents are relevant, the originals of such documents will have to be sent to the Police or the Bribery Department, while retaining duly certified copies for the purpose of disciplinary action in the Bank against the employee.
- 17.4 Disciplinary action in the Bank may be pursued while Court proceedings are pending or are in progress.
- 17.5 On the completion of such disciplinary action in the Bank, the Disciplinary Authority need not await the decision of the Court, to make a disciplinary order.
- 17.6 Where an employee has been remanded he should be interdicted. On his release from remand the Disciplinary Authority may continue him on interdiction, depending on the nature of the offence.

SECTION 18**FINDINGS MADE BY A COURT OR OTHER STATUTORY AUTHORITY**

- 18.1 If a Bank employee is convicted of a criminal offence by a Court of Law or Statutory Authority he must bring that fact to the notice of the Bank.
- 18.2 Where an employee has been so convicted and he has appealed against such order, a disciplinary order by the Bank may be made only after the order of such Appellate Authority. If the employee is already interdicted, the order of interdiction will continue to operate.
- 18.3 Following on a Court conviction or a conviction by a Statutory Authority a disciplinary order may be imposed directly, in the discretion of the Disciplinary Authority, without resorting to the normal disciplinary procedure.
- 18.4 The fact that an employee has been discharged or acquitted in a Court of law or by a Statutory Authority in respect of a criminal offence, would not be an impediment to proceed against him in the Bank under the code of disciplinary procedure of the Bank. Such an inquiry will be held only where the misconduct or lapse on the part of the accused employee that is in question has been committed during official time, within official premises or by virtue of his official position in the Bank.
- 18.5 An employee who has been punished under these rules for any offence may not claim remission of such punishment on the grounds that he has subsequently been acquitted or discharged by a Court of Law in respect of that same offence, or that the order of a Court has been set aside in appeal.

SECTION 19

FINDINGS OF A COMMISSION OF INQUIRY OR OF THE AUDITOR - GENERAL

- 19.1 If the Chairman is satisfied that a report of a Commission of Inquiry or of the Auditor-General discloses any act of omission or commission on the part of an employee for which he should be called to account, the Chairman will call upon the employee to make his submissions in writing and forward them to his disciplinary Authority.
- 19.2 The Disciplinary Authority may then hold an inquiry or impose such punishment directly as he deems fit.

SECTION 20

RETIREMENT FOR GENERAL INEFFICIENCY

- 20.1 Where a Disciplinary Authority is of opinion that an employee should be retired for general inefficiency, which cannot appropriately be dealt with by specific charges, he will obtain reports on the employee's work and conduct from the divisions or branches in which he has previously served.
- 20.2 The employee will then be informed in writing of the grounds on which it is proposed to retire him and ordered to show cause as to why he should not be retired or otherwise dealt with for general inefficiency
- 20.3 On his explanation he may be allowed a further period of three or six months during which he would be expected to show better progress in his work and conduct.
- 20.4 If at the expiration of that period of time, it is found that his work and conduct are still unsatisfactory, the Disciplinary Authority may then make an order of retirement for general inefficiency or impose other appropriate punishment as he deems fit.

SECTION 21

DISCIPLINARY ORDERS IN SPECIAL CIRCUMSTANCES

- 21.1 An employee is not permitted to leave the Island when disciplinary proceedings are contemplated or are in progress against him.
- 21.2 If an employee tenders his resignation when disciplinary proceedings are contemplated or are in progress he will be informed that if he resigns, he will be deemed to have been dismissed from the service of the Bank. If in spite of such warning he persists in resigning, then the disciplinary order that will be made against him would be that he has been deemed to have been so dismissed.
- 21.3 If an employee reaches the age of retirement while disciplinary proceedings are contemplated or are in progress against him, his retirement will be made subject to such disciplinary action. A disciplinary order that would be made subsequently would be in the nature of a cut in the pension or in the gratuity, where necessary.
- 21.4 If an employee dies while disciplinary action is in progress no further disciplinary proceedings could be taken. He would be deemed to have been acquitted of the charges against him, on the principle that every person is presumed to be innocent until the charges against him have been proved.

SECTION 22

DISCIPLINARY ACTION AGAINST PROBATIONERS, TEMPORARY AND CASUAL EMPLOYEES

- 22.1 In respect of employees of the above grades the disciplinary procedure outlined in these Rules will be followed only in respect of a specific act of misconduct.
- 22.2 Where such an employee would have been interdicted if he was a permanent employee, then he would not be interdicted but his services would be terminated. If he presents himself at a subsequent inquiry that may be held against him for such misconduct, he may be reinstated depending on the outcome of the inquiry.
- 22.3 An appeal will be entertained by the Appellate Authority only in respect of a disciplinary order made on the above procedure. Therefore an appeal that is made on other grounds such as where his services have been terminated on such grounds as poor work and conduct during the period of probation, or due to retrenchment in the case of temporary and casual employees, will not be entertained.

SECTION 23

VACATION OF POST

- 23.1 An employee who keeps away from work without notice will be treated as having vacated his post. That fact will be conveyed to the employee concerned by the Head of his Division/Branch/Unit by registered post or by personal delivery.
- 23.2 Generally such a vacation of post order may be issued after a period of one week's absence without notice. However, where an employee regularly absents himself without notice. A vacation of post order may be made even after a lapse of three days.
- 23.3 If an employee who has been treated as having vacated his post tenders an appeal without delay the Disciplinary Authority may order his reinstatement.
- 23.4 Where the Disciplinary Authority is not prepared to reinstate such employee an appeal will lie to the Appellate Authority within three months of the order of vacation of post, as in the case of an order of dismissal.

APPENDIX I

DELEGATION ORDER

<i>Punishment</i>	<i>Employee</i>	<i>Disciplinary Authority</i>	<i>Appellate Authority</i>
Minor or Major	Special Grade	Board of Directors	Board of Directors
Minor or Major	Grade I to Grade III - III	General Manager	Board of Directors
Minor	Grade IV and below	General Manager/ DGM (HRD)	Board of Directors/ General Manager
Major	Grade IV and below	General Manager	Board of Directors
Interdiction and Compulsory leave	Special Grade	Chairman subject to ratification by the Board of Directors	
Interdiction and Compulsory leave	Grade I and below	General Manager	

N.B.: Procedural aspects as to necessary disciplinary action initiated by the above Disciplinary Authorities will be handled by the Personnel Division.

APPENDIX II

1. *Misconduct and Prohibited Conduct.*—

- (a) An employee shall become liable to disciplinary action for any misconduct on his part.
- (b) Prohibited conduct includes conduct as enumerated in Appendix II.

2. *Discreditable Conduct.*—

- (a) Where he acts in a manner prejudicial to discipline;
- (b) Where he wilfully or negligently makes a false complaint or statement against any other employee;
- (c) Where he wilfully or knowingly suppresses any evidence at a preliminary investigation or formal inquiry while on duty;
- (d) Where he indulges in incivility or abusive conduct;
- (e) Where he assaults any employee within the Bank premises;
- (f) Where, having made a complaint or representation to the Bank he subsequently goes back on his complaint or representation; or
- (g) Where he conducts himself in such a manner in his relations with other employees or the general public in a manner calculated to bring the Bank into disrepute.

3. *Insubordinate Conduct.*—

- (a) Where, by word, act of demeanour, he is insubordinate, disrespectful towards, or disobeys any lawful, reasonable order of a superior officer; or
- (b) Where he uses obscene or insulting language on any superior officer.

4. *Neglect of Duty.*—

- (a) Where he neglects or fails to perform any of his functions promptly or efficiently or with diligence and fidelity;
- (b) Where he contravenes any rule, regulation, circular or administrative direction issued from time to time by the Management;
- (c) Where he leaves his place of work without due permission from a superior officer;
- (d) Where he neglects or fails to make a report upon a matter on which it is his duty to report ; or
- (e) Where he wilfully or negligently makes a false, misleading or inaccurate statement calculated to cause loss or disrepute to the Bank.

5. *Fraud, Forgery or Alteration of Documents :*

- (a) Where he steals or misappropriates any money or document of the Bank;
- (b) Where he makes or signs any false statement or false entry in any official document of the Bank ;
- (c) Where he makes or signs any false statement or false entry in any document with the intention of tendering such document to the Bank ;
- (d) Where he intentionally destroys or mutilates any official document of the Bank without due authority ;
- (e) Where he wrongfully alters, erases or otherwise tampers with any entry or makes any unauthorised entry in any official document of the Bank ; or
- (f) Where he submits a document in connection with his employment in the Bank which to his knowledge contains any matter that is false, forged, altered or otherwise tampered with.

6. Breach of Secrecy and Affirmation/Oath.-

- (a) Every employee upon assuming duties in the Bank shall forthwith sign the prescribed Declaration of Secrecy and the Affirmation/Oath as required by Section 33 of the National Savings Bank Act and the 6th amendment to the Constitution, respectively, and shall exercise the greatest care in complying with these requirements.
- (b) Where he acts in breach of the said Declaration of Secrecy and Affirmation/Oath referred to in sub-rule 6 (a) above;
- (c) Where he retains any document of the Bank with the intention of committing a breach of the declaration of secrecy referred to in sub-rule 6 (a) causing loss or injury to the Bank or to those dealing with it;
- (d) Where, without due authority, he transmits to the press or any member of the public any *confidential* information relating to the Bank ;
- (e) Where, without due authority, he is in possession of documents of the Bank; or
- (f) Where, without due authority, he either,
 - (i) Makes a copy of a document of the Bank ; or
 - (ii) refuses or fails to divulge the source from which he had obtained a copy of a document of the Bank.

7. Corrupt Practice .-

- (a) Where he refuses or fails to render a true, proper and prompt account and return of moneys or property received by him in his official capacity ;
- (b) Where, directly or indirectly, he solicits or accepts any gratification as an inducement or a reward for his performing, abstaining from performing any official act, or expediting, hindering or preventing the performance of any official act whether by him or by any other employee, or assisting, favouring, hindering or delaying any person in the transaction of any business with the Bank ;
- (c) Where he incurs any pecuniary obligations to any member of the public in such manner or to such extent as may be calculated to impede the discharge of his official duties ;
- (d) Where he improperly uses his position as an employee for his personal advantage; or
- (e) Where he collects moneys from employees or from members of the public without the authority of the General Manager, Personnel Manager or Head of his Division/Unit.

8. Malingering.-

Where, in order to evade duty, or to prolong his absence from or delay his return to duty he feigns or exaggerates any illness or injury, or where in order to evade duty, he prolongs due disposal of his work.

9. Absence Without Leave and Absence From Duty Without Reasonable Excuse.-

- (a) Where he contravenes any rule, regulation, circular or administrative direction, issued from time to time by the Management relating to the grant of leave to employee; or
- (b) Where he leaves the Island for any period of time without the prior written consent of the General Manager.

10. *Damage or Loss to Bank's Property.*—

- (a) Where intentionally or negligently he causes waste, loss or damage to Bank property;
- (b) Where he fails to report any loss or damage to Bank property;
- (c) Where he mutilates or destroys any official documents of the Bank without due authority;
- (d) Where he fails to safeguard the interest, property and records of the Bank; or
- (e) Where, directly or indirectly, he otherwise causes loss to the Bank.

11. *Drunkenness and Disorderly Conduct.*—

- (a) Where he consumes liquor within the Bank premises whether he is on duty or not;
- (b) Where whilst he is on duty he is drunk or smelling of liquor or disorderly or after consumption of liquor causes annoyance to or disrupts the work of other employees or causes annoyance to or hinders members of the public in their business with the Bank;
- (c) An officer convicted for any criminal offence under the influence of liquor may be dismissed from service after the first conviction in a Court of Law;
- (d) In an inquiry into the offence of drunkenness or smelling of liquor the evidence of two senior officers of Grade III or above shall be sufficient to establish the officer's guilt and an officer so found guilty may be dismissed from service.

12. *Smoking While On Duty.*—

Where he smokes on duty at the Bank's counters, strong room, stationery room, record room and at the other sections of the Bank which may from time to time be notified through circulars to the employees as being sections where smoking is prohibited.

13. *Gambling.*—

- (a) Where he gambles or plays any game for stakes within the Bank's premises with a view to pecuniary or material gain; or
- (b) Where he gambles or plays any game for stakes with a view to pecuniary or material gain outside the Bank's premises but whilst on duty.

14. *Being an Accessory to Breach of Discipline.*—

Where he attempts, instigates, connives at, knowingly aids or abets the commission of any misconduct among employees.

15. *Improper Conduct.*—

- (a) Where he engages in the business of money lending, financing or pawn brokering;
- (b) Where he presents a withdrawal on his account and seeks to obtain payment thereon and where at the time of presentation he does not have sufficient funds in his account to meet such withdrawal.
- (c) Where he fails to make a correct report of the assets and liabilities that are in the name of his spouse, dependant children or himself; or
- (d) Where he submits a false claim for reimbursement of expenditure incurred by him.

16. *Improper Correspondence with the Management.*—

1. An employee desiring to correspond with the Management shall forward the correspondence through the Head of his Division or Branch or Unit, as the case may be;
2. He shall on no account forward or communicate in any form the contents or even a copy or advance copy of a letter addressed to the Management regarding his conditions of service with, or his employment or his personal welfare in the Bank to any person outside the Bank other than to the Trade Union of which he is a member.

3. An employee shall not make direct approach or communicate directly, verbally or in writing with any member of the Board of Directors of the National Savings Bank or any one Director regarding the conditions of service with, or his employment or his personal welfare in the Bank.

17. **Improper Communication with the press members of the public or external body.**— An employee shall become liable for disciplinary action for the conduct prohibited by this rule where he communicates with the press, a member of the public or any person outside the Bank (other than the Trade Union of which he is a member) on a matter concerning the policy of the Bank, his conditions of service with, or his employment or personal welfare in the Bank.

18. **Improper Applications for Employment.**—

1. An employee applying for employment in a Government Department, Statutory Board or Government Corporation should route his application through the Bank.
2. An employee applying for any employment in Institutions other than those referred to in sub-rule (1) shall inform the Bank.

19. **Breach of the Conditions of Employment.**— Breach of any of the terms and conditions of employment stipulated in the letter of appointment shall also amount to misconduct.

20. **Unauthorised display of posters.**— Distributing or exhibiting or causing to be distributed within any building or premises occupied or owned by the Bank or affixing or causing to be affixed to any building premises or other immovable or movable property used or owned by the Bank, any handbill, pamphlet or poster whether or not relating to the Bank, its employees or the conditions of service in the Bank without obtaining the previous sanction of the Bank/Management.

21. **Unauthorised use of Bank Vehicles.**—

1. Reckless or negligent driving of vehicles belonging to or used by the Bank.
2. Unauthorised use of a Bank vehicle.
3. Failure to avoid an accident involving a Bank vehicle.
4. Driving a Bank vehicle while smelling or under the influence of liquor or drugs.
5. Deviation by a driver of a Bank vehicle from a usually accepted route, without reasonable cause.
6. Failure by a driver of a Bank vehicle to report an accident involving the vehicle, within 48 hours of such accident, to the Transport Officer.

APPENDIX III

CLASSIFICATION OF OFFENCES

1. Offences dealt with under these Rules fall into two categories Viz.

Schedule 'A'
Schedule 'B'

2. Schedule 'A' deals with offences of the following descriptions:

- (a) Incompetence, negligence or errors of judgement resulting in serious failures in the planning or execution of important programmes, projects, or policies.
- (b) Offences of the type that are serious enough to warrant dismissal or other major punishment as defined at Rule 15.3.
- (c) Repeated offences of a type which considered singly are not serious enough to warrant dismissal, compulsory retirement or a major punishment, but where repetition justifies dismissal, compulsory retirement or major punishment.

3. Schedule 'B' deals with offences of the type which are not serious enough to warrant dismissal or a major punishment but would warrant punishment as at rule 15. 2.

4. Detailed notes with regard to the classification of offences are given in Appendix II, but these do not constitute either a comprehensive list or exclusive definitions. For a proper classification each offence or connected offences will have to be considered in their own context and the circumstances surrounding them.

APPENDIX IV

MODEL CHARGE SHEET
UNDER SCHEDULE A

Mr. X.

1. Further to the preliminary investigation held against you, you are hereby required to show cause under Schedule A of these rules as to why you should not be dismissed or otherwise dealt with on account of the acts of misconduct alleged to be committed by you, as shown below :

Charge (a) You did on at
intimidate, insult or annoy Mr. a supervisor of this Bank, by using abusive language.

Charge (b) By your action as at Charge (a) above you caused obstruction or attempt to cause obstruction to the discharge of his duties by.....

2. The following witnesses will give evidence at the inquiry in respect of these charges:-

Witnessess

- (1)
(2)

3. Evidence from the following documents will be led at the inquiry :

- (1)
(2)

4. If You wish to examine the above documents you may do so by prior appointment with

5. If you desire to examine these documents along with a representative of yours, you should indicate the name, address of such person and also the post he holds or has held and obtain the prior permission of..... for such purpose.

6. In your reply to the charges you may give a full explanation or plead guilty or not guilty to the charges and request the holding of an inquiry.

7. Your explanation should reach me within two weeks of the date of this charge sheet. If no explanation is received by that time, further disciplinary action will be pursued on the basis that you have no explanation to offer.

8. Please acknowledge receipt of this letter.

Disciplinary Authority

APPENDIX V

FORM OF REPORT ON APPEALS OF THE APPELLATE AUTHORITY (TO BE SENT ALONG WITH ALL
CONNECTED FILES AND DOCUMENTS DULY INDEXED)

1. Name of appellant employee :
2. Designation :
3. Branch/ Division/Unit :
4. Date of Birth :
5. Date of first appointment :
6. Posts held :
7. Period of interdiction , if any :
8. Previous record of service :
9. Charges Findings of Tribunal
 - i.
 - ii.
 - iii.
10. Disciplinary Order :
11. Summary of grounds of appeal :
.....
12. Comments on each of the averments made in appeal :

.....
D. G. M. (Personel)

.....
Signature of Reporting Officer
with Designation

Date :

Recommendations of General Manager.

Signature :

Date :