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The Gazette of the Democratic Socialist Republic of Sri Lanka

EXTRAORDINARY

අංක 2256/4 – 2021 නොවැම්බර් 29 වැනි සඳුදා – 2021.11.29

No. 2256/4 – MONDAY, NOVEMBER 29, 2021

(Published by Authority)

PART I: SECTION (I) – GENERAL

Government Notifications

My No.: CI/1818.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Habib Bank Ltd. No. 140-142, 2nd Cross Street, Colombo 11 of the one part and the Ceylon Bank Employees Union, No. 20, Temple Road, Colombo 10 of the other part on 25th March 2019 is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

B. K. PRABATH CHANDRAKEERTHI,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
15th November, 2021.

Collective Agreement No. 9 of 2019

COLLECTIVE AGREEMENT

This Collective Agreement, the terms of which were agreed on the 25th day of March Two Thousand and Nineteen between **Habib Bank Limited**, a Bank incorporated in Pakistan and having its registered Office at Habib Bank Plaza I. I. Chundrigar



Road, Karachi 21 and approved main place of business at No. 140 - 142, 2nd Cross Street, Colombo 11, in the Republic of Sri Lanka (hereinafter referred to as "**the Bank**") and the **Ceylon Bank Employees' Union**, a duly registered trade union in Sri Lanka having its registered office at No. 20, Temple Road, Colombo 10, Sri Lanka (hereinafter referred to as "**the Union**").

TITLE : This Agreement will be known and referred to as the
"Habib Bank Officers' Collective Agreement of 2018"

WHEREAS the Union made demands for a revision of terms and conditions of employment of the Officer Grades in the Bank and after negotiations the parties in a spirit of goodwill to ensure cooperation between themselves and to guarantee an effective and productive work environment have agreed as follows:

1. PARTIES COVERED AND BOUND

This Agreement shall cover and bind the Bank, the Union and all members of the Union employed in the Bank (hereinafter referred to as "**the Employees**") and categorized as follows:

- i. **Staff Category I** - Employees who were covered by the Collective agreement 2015
 - I. Officer I
 - II. Officer II
 - III. Assistant Manager I
 - IV. Assistant Manager II
- ii. **Staff Category II** - Employees covered under the MOU dated 09th February 2016 (two employees)
 - I. Officer I
 - II. Officer II
- iii. **Staff Category III** - Employees who are not covered by above two categories
 - I. Officer I
 - II. Officer II
 - III. Assistant Manager I
 - IV. Assistant Manager II

2. DURATION

Unless otherwise stated elsewhere, this Agreement shall come into force on the 1st day of April 2018 and shall continue to be in force 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 2021. The Union shall, however, have the right to commence negotiations for a revised Collective Agreement at any time on or after 1st January 2021.

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 2015 shall stand repudiated in respect of the parties hereto.

4. GENERAL TERMS & CONDITIONS OF EMPLOYMENT

The terms and conditions of this Agreement shall subject as herein provided be deemed to be included in each contract of service whether oral or written between the Bank and each Officer covered and bound by this Agreement which are subsisting as at the date hereof or which come into being during the continuance in force of this Agreement and which are not inconsistent with the terms and conditions contained in this Agreement.

5. COST OF LIVING ALLOWANCE

Parties agree, that from the effective date of this agreement (1st April 2018) the basic salary and the Cost of living allowance paid (to applicable employees) has been consolidated and salary hereafter shall mean the consolidation of the above two payments and will be referred to as "basic salary".

6. IMMEDIATE INCREASE/SALARY REVISION

All employees covered by this Collective Agreement and who are in service as at the date of signing shall be entitled to the following revision of salary:

However, every employee in appointment or service as at 31st March 2018 shall receive arrears of the increase allowed by this agreement.

i. Staff Categories I & II

- a) **First Year** (with effect from 1st April 2018) : An increase of LKR 3,000/- + 7% calculated on the gross salary (Basic Salary + Cost of Living allowance) as at 31-03-2018;
- b) **Second Year** (with effect from 1st April 2019) : An increase of LKR 4,000/- + 7% calculated on the gross salary (Basic Salary + Cost of Living allowance) as at 31-03-2018;
- c) **Third Year** (with effect from 1st April 2020) : A further increase of 7% calculated on the gross salary (Basic Salary + Cost of Living allowance) as at 31-03-2018;

ii. Staff Category III

- a) **First Year** (with effect from 1st April 2018) : An increase of LKR 10,000;
- b) **Second Year** : An increase of LKR 7,500/- + 7% calculated on the basic salary as at 31-03-2018;
- c) **Third Year** : An increase of LKR 7,500/- + 7% calculated on the basic salary as at 31-03-2018.

7. SALARY SCALES & ANNUAL INCREMENTS

- i. Parties agree that all employees who are covered under this agreement and who are in service as at the date of signing this agreement shall be placed on the salary scales given below with effect from 1st April 2018.
- ii. Staff Category I and II will be entitled to annual increments as set out in the incremental slabs given below subject to current practice.
- iii. Parties further agree that the annual increment of staff category III has been included in the salary revision granted to the said employees referred to in clause No. 6 - II above.

Staff Category I and II Annual Increment Slab

GRADES	BASIC SALARY RANGE	UP TO 15 YEARS OF SERVICE	MORE THAN 15 YEARS OF SERVICE
OFFICER I	30,000 - 70,000	575.00	770.00
OFFICER II	40,000 - 80,000	960.00	1,150.00
AM I	50,000 - 90,000	1,355.00	1,535.00
AM II	70,000 - 100,000	1,775.00	2,060.00

Above scales will be only for the increments and any employee's basic salary reaching out of the range prescribed in the schedule will not make the employee eligible for any promotion etc.

8. GAS & ELECTRICITY ALLOWANCE - for all Categories

The Bank shall pay a Gas and Electricity Allowance to employees as follows:

- Officer I - Rs. 7,500
- Officer II - Rs. 8,000
- Assistant Manager I - Rs. 8,500
- Assistant Manager II - Rs. 9,000

9. KEY HOLDING ALLOWANCE - for all Categories

The key holding allowance shall be paid as follows;

- 1 day - Rs. 500/-
- 2 days - Rs. 750/-
- 3 days - Rs. 1,000/-
- 4 days - Rs. 1,250/-
- 5 days or more - Rs. 2,500/-

10. FUEL ALLOWANCE - For all Categories

The fuel allowance shall be paid as follows;

- Officer I/Officer II - 65 Liters of Petrol per Month
- Assistant Manager I/Assistant Manager II - 75 Liters of Petrol per Month

11. ENTERTAINMENT ALLOWANCE

Assistant Manager II will be paid an Entertainment allowance of Rs. 4,000/- per month.

12. SPECIAL PAYMENTS - For all Categories

Parties agreed that all statutory payments are included in the salary of an employee covered by this agreement and in addition:

- (a) When employees are required to work after normal working hours on any working day, they shall be entitled to the following payments.

- For work upto 2 hours - Rs. 350/-
- For work upto 3 hours - Rs. 400/-
- For work upto 4 hours - Rs. 450/-
- For work in excess of 4 hours - Rs. 175/- per hour

- (b) When employees are required to work on any holiday they shall be entitled to a payment of Rs. 700/- in respect of the first four hours worked on such holiday and Rs. 175/- in respect of each additional hour worked.

- (c) No employee shall work after normal working hours or on holidays unless requested to do so by the Bank.

13. PROMOTION - For all Categories

- (a) For promotion to any grade mere length of service shall not be the sole criteria and the Bank shall be entitled to take into account other factors such as good conduct, efficiency, educational and professional qualifications and good character. All promotions from one grade to another shall be subject to the availability of vacancies and suitability of the Officer and purely at the discretion and judgement of the Management. The decision of the Management in the exercise of such discretion shall be final and conclusive.

- (b) For promotion to the Officer II : it is hereby agreed between the parties that Junior Officers will be considered for promotion to Officer II subject to the rules and regulations of the Bank and subject to the following criteria and terms and conditions.
- (i) Record of conduct, work performance and attendance.
Only for officer I, possessing a record of good conduct, excellent work performance and attendance will qualify for consideration.
- (ii) *Eligibility for consideration* : Only Officer I possessing the following basic criteria will be eligible for consideration:

Experience in Service

Educational Qualifications

08 Years as Officer I
or Clerk if promotee

GCE O/L Examination with a
Credit Pass in English

05 Years as Officer I
or Clerk if promotee

Advance Level Examination
(Local/London) and Intermediate
in Applied Banking &
Finance (IABF)

04 Years as Officer I
or Clerk if promotee

Advance Level Examination
(Local/London) and Diploma
in Banking & Finance (DABF)

03 Years as Officer I
or Clerk if promotee

University Degree with one of
the subjects in Economics or
Commerce

- (c) Selection Process :

Officer I, who are eligible subject to the above mentioned basic criteria will be considered for promotion by the Management of the Bank, subject to the following conditions:

- (i) Subject to the availability of vacancies depending on the Bank's staffing needs from time to time, the eligible Officer I shall be required to put up, applications for consideration for promotion submitting required information regarding their career on set formats obtainable from the Bank.
- (ii) All eligible applicants will be required to sit for a written test which will be prepared by the Bank and conducted in Colombo under the supervision of the Management.
- (iii) All eligible applicants who have performed satisfactorily at the written test will be further subject to an interview by the Management of the Bank.
- (iv) The Management's decision in respect of selection shall be final and conclusive and shall not be challenged.
- (d) It is further agreed between the parties that calling for application/test/interview process as referred to at (a), (b) and (c) above in respect of the consideration of Officers for each year's vacancies would commence in the month of September/October with a view to completing written tests and interviews, and submission of recommendations of successful applicants to Head Office shall be not later than 15th January of the following year for Head Office final approval.
- (e) On final selection after test, interview, recommendation and approval by Head Office, the selected candidates shall be promoted to officer II in the scale herein above mentioned.

14. PROVIDENT FUND

Applicable for all 3 staff categories:

(a) Rate of Contribution

The rates of contribution to the Employees Provident Fund by the Bank as from 01.04.2006 shall be:

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

Provident Fund Contributions shall be on the salary referred to at Clause 5 of this agreement subject to the Rules of the Provident Fund.

(b) Interest on Provident Fund Contributions held by Banks

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

15. GRATUITY**Staff Category 1**

An employee shall upon retirement on reaching the age of 55 years or on duly authorized medical grounds, after completing a period of fifteen (15) years' service in the Bank or after completing 20 years continuous service, be entitled to gratuity calculated at the rate of one month's basic terminal salary for each completed year of service rendered by such employee.

Staff Category II and Staff Category III

Entitled for Gratuity after completion of 5 years as per the Gratuity Act.

16. DEATH GRATUITY - for all categories

On the death of an employee who has been confirmed and is in the permanent employment of the Bank, the Bank will make a compassionate payment of two month's salary for each year of completed service subject to a minimum of six month's 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 by 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 salary for this purpose shall be the last drawn salary.

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 or 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.

17. RETIREMENT

The age of retirement shall be 55 years and on reaching the age of 55 an employee shall *ipso facto* retire and cease to be employed by the Bank and there shall be no obligation on the Bank to give such employee any notice of such retirement.

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.

18. RELEASE OF PARENT UNION OFFICE BEARERS

- (a) One Office Bearer of the union shall be released for union work without payment of salary or any other allowances whatsoever for a period not exceeding two years on a single occasion during a period of six years provided the union so requests and subject to the condition that at any given time only one employee of the Bank whether covered or not by this Agreement shall be so released.
- (b) 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 Clauses 14, 15 and 16 hereof.

19. CONCESSIONS TO BRANCH UNION OFFICE BEARERS AND GENERAL COUNCIL MEMBERS

- (a) The Bank shall at its 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 such particular Bank to which such Branch Union Office Bearers are attached.
- (b) It is agreed that Central Committee Members 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 Central Committee to attend Parent Union General Council meetings.
- (d) It is agreed that Executive Committee members will be released at 3 p.m. for meetings of the Executive committee of the Union. These meetings will not usually be more than on a monthly basis.

20. ANNUAL, MEDICAL AND CASUAL LEAVE

For Staff Category I :

- (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 bank upon the employee's application, giving sufficient notice to the Bank, so as to ensure availment at times mutually convenient.
- (iv) *Accumulation* - Annual leave may be accumulated by an employee exclusively for the following purposes :
- For availment in full, immediately preceding retirement by mutual arrangement , with the Bank,
 - For the purpose of attending on a family member who is seriously ill,
 - For travel abroad for which purpose one month's prior notice shall be given,
 - For marriage of the employee,
 - Prolonged illness of the employee,
 - On account of the death of a family member provided that the employee has exhausted his current year's leave,
 - For the purpose of nursing the 3rd and 4th children beyond the maternity leave entitlement.

Provided that in the case of (b) to (d) the approval of such leave shall be at the discretion of the management. Family member for purposes of (b) above shall mean spouse, children or parents.

Provided also that such accumulation will be restricted up to a maximum of seven (7) days per year and provided further that such total accumulation shall be restricted to a maximum of one hundred and twenty (120) days.

(b) Medical Leave :

- 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.
- 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:
 - Where such period of absence exceeds two consecutive days including weekly or other holidays, or
 - 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.
- 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:
 - In no case shall the entitlement to medical leave on full pay, by reason of such accumulation, exceed ninety (90) days, and
 - 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,
 - 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.
- The Bank will be entitled, after inquiry and advising the employee concerned, to refuse to pay and/or take any

action as appropriate in situations where the absence on grounds of sickness not supported by a Certificate from a Registered Medical Practitioner, occurs in the following circumstances:

- (a) Where the Bank has reasonable cause to suspect the bona fides of the application and/ or reason for absence of an employee, or
- (b) Where the absence of the employee on grounds of sickness immediately follows or precedes any weekly or other holiday and the Bank has reasonable cause to suspect the bona fides of the application and/ or reason for absence of the employee.
- (c) Casual Leave

An employee shall be entitled to a maximum of 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 Bank, unless the reason for such absence is justified to the satisfaction of the Bank as being in circumstances that could not have been foreseen by such employee.

For Staff Category II and III:

The Annual, Medical and Casual Leave policy of the parent banking company will apply. Accordingly the entitlement for each year of employment will be as follows:

Annual Leave	-	21 days
Medical & Casual	-	13 days

21. MEDICAL BENEFITS

Applicable for all 3 staff categories:

- (i) Reimbursement of Medical Expenses for Non - Hospitalization

The Bank will reimburse an employee up to maximum of such employee's salary per mensem in respect of medical expenses incurred as routine non - hospitalization and non - surgical expenditure, accordingly employees shall be eligible to receive such reimbursement in twelve equal installments which shall not constitute part of the wage and accordingly shall not attract consequential benefits such as EPF/ETF, Gratuity etc.

"Salary for this purpose shall be the salary point on which an employee is placed in terms of Clause 5 hereof.

- (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. 10,000/- per annum on account of special non - hospitalization and non - surgical expenses covering the following items only incurred on behalf of the employee only and not on behalf of his family members:

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

Subject to valid documentation and subject to the provisos that no claim is made in relation to any particular item more than once in three 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 or 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) Hospitalization or Nursing Home maintenance charges:
- | | |
|-------------------------------|------------|
| Daily Limit | Rs. 4000/- |
| Government hospital allowance | Rs. 2000/- |
- (b) Emergency treatment travel expenses (Maximum) Rs. 2000/-
(Rs. 50/- per Km. or actual cost whichever is less)
- (c) Overall limit for one event / one Year Rs. 250,000/-

Provided however that in the case of a recurrent illness, i.e. of the same kind, the Bank will make payments on this account only once in a period of three years.

(iv) Maternity Grant

An employee who is married will be permitted a once and for all grant of Rs. 15,000/- in respect of each of two births of children. If both spouses are employed in the Bank only one such claim shall be entertained.

In the case of reimbursement under surgical and hospitalization expenses, the maximum deduction for normal child birth shall be Rs. 15,000/-

- (v) The revised rates as set out in clauses (ii) to (iv) hereof shall become effective from the date of the signing of this agreement.

22. BONUS - for all categories

The Bank will pay each year to every Employee a bonus of 3 x 75% of the basic salary as drawn by such Employee in the month of December of such year. The bonus will be paid in three installments in keeping with normal practice.

23. SUSPENSION

- (i) Where an employee is suspended pending a disciplinary inquiry on investigations, he will, subject to the provisions of sub - clause (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 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 Bank to hold or conclude the inquiry, half such salary as aforementioned will not be payable.
- (iii) In cases not involving financial dishonesty as aforementioned, where the employer is prevented from concluding the inquiry within 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.

24. DISCIPLINARY PROCEDURE

Where the Bank proposes to take disciplinary action against an employee except, however, in the case of oral warning, letters of advice, caution or warning 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 calendar days after the date of the show cause letter the employee shall tender in writing to the Bank his explanation to the aforesaid charges provided however that if in the circumstances it is reasonable the employee may request the Bank for an extension of time within which to tender the written explanation and where such request is made, the Bank shall normally grant such request for such further period of time as is considered necessary by the Bank in the circumstances.
- (c) If where the employee tenders his explanation within the period of time allowed to the employee to show cause and the Bank is satisfied with such explanation, the Bank shall withdraw the charge/s against the employee and if the employee is under suspension, the Bank shall forthwith reinstate the employee and shall pay to such employee his salary and entitlements in respect of the period of such suspension.
- (d) Where the employee tenders his explanation within the time allowed to him to show cause and the Bank is not satisfied with such explanation, the Bank shall, subject to sub - clause (1) hereof, hold an inquiry into the charges against such employee.
- (e) The Bank shall commence an inquiry as referred to in sub-clause (d) hereof within 21 working days from the date of receipt by them of the written explanation to the show cause letter unless it is not possible to do so for reasons beyond the Bank's control, or by reason of the employee's own conduct or seeking, or by reason of unforeseen circumstances.
- (f) The Bank will permit a member of the Branch Union of the same Grade or of a Higher Grade than the accused employee or an office bearer of the Branch Union irrespective of grade (in which case the Bank reserves to itself the right to prevent the person carrying on the defence for unacceptable conduct) to defend the accused employee at a domestic inquiry provided the defending employee has not obtained a legal qualification. The defending employee will not suffer any loss of salary for absence from work on this account. The Bank will further allow another member of the Branch Union to be present at the inquiry as Observer without loss of salary for absence from work. The accused employee shall submit to the Bank in writing the name of the defending employee and Observer not less than 48 hours before the time appointed for the commencement of the inquiry. The defending employee shall be entitled to examine the witnesses for the accused employee and cross examine witnesses for the Bank. The Inquiring Officer will be entitled to require a defending employee or Observer who obstructs the inquiry to withdraw therefrom and the defending employee or Observer shall forthwith comply with such requirement. The absence of a defending employee or Observer from the whole or any part of an inquiry for any reasons whatsoever shall not vitiate such inquiry, nor the proceedings thereat, nor the findings pursuant thereto. The Observer shall not be entitled to participate in the proceedings but he may answer any question which the inquiring Officer may ask him.
- (g) The union will be entitled to a copy of the proceedings of the inquiry conducted subject to the Observer and the accused employee signing proceedings as a correct record. If the proceedings have been certified and a copy issued to the accused employee for all purposes thereafter the proceeding shall be taken as a true copy of such proceedings before the Inquiring Officer.
- (h) The Inquiring Officer shall maintain his impartiality and shall not attempt to act the role of the prosecution as well.

- (i) Within thirty (30) working days after the conclusion of the inquiry the Bank shall inform the employee, in writing, of the findings in respect of the charges and of the punishment, if any, imposed by the Employer.
- (j) Where the Bank fails to inform the employee as aforesaid within the said period of thirty (30) working days except for reasons beyond the control of the Bank or by reason of the conduct of the employee, such employee shall not be punished thereafter in respect of such charges and no inference adverse to the employee shall be drawn in respect of such charges.
- (k) Notwithstanding the preceding provisions, any Bank shall not be required to hold a domestic inquiry in any of the following circumstances.
 - (i) Where the employee fails to tender his written explanation before the expiry of the time allowed to show cause in which event the Bank shall be entitled to take disciplinary action in the basis that such employee had no cause to show.
 - (ii) Where the employee makes a written admission to the charges against him.
 - (iii) Where the Bank proposes to warn an employee, but without prejudice to the Union's right to request the Employer thereafter to hold an inquiry in which event the fact that the inquiry did not commence within twenty-one (21) working days after receipt of the employee's explanation shall not be material or relevant.
- (l) The findings of a domestic inquiry and the punishment if any imposed by the Bank shall be final and binding on the Bank and the employee and the Union, unless the employee or the Union shall within three (3) months from the date on which the Bank had notified such employee of the findings or punishment, raises a dispute in respect of such findings and/or punishment.
- (m) Where an employee is under suspension and the Bank makes order that -
 - (i) the employment of the employee shall be terminated, then the termination of such employment shall take effect from the date of suspension or such later date as the Bank may determine; provided further that the Bank shall not be entitled to recover from the employee any payment made in respect of salary to the employee in respect of such period of suspension, if any such payment has been made.
 - (ii) the employment of the employee shall not be terminated, then the employee shall be employed forthwith and shall be paid the entirety of his salary in respect of the period of suspension without prejudice to the right of the Bank to impose such other punishment other than termination, which may include the whole or part of the period of suspension pending inquiry, on the basis of the findings of the inquiry.
- (n) The observance by the Bank of sub - clauses (e), (h) and (i) shall not be necessary where an inquiry is not held in view of the fact that the matter under inquiry is being referred, or has been referred, to the Police or other authorities for investigation or inquiries or in view of the fact that criminal charges are pending against the employee.
- (o) The above provisions shall only apply in respect of inquiries that commenced after the date of signing this Agreement.

25. TRADE UNION ACTION

(a) Matters Related and Covered in the Agreement

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action including go - show, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute related to this Agreement.

(b) Matters Not Related and not Covered in this Agreement

The Union and its members covered and bound by this Agreement jointly and severally agree with the Bank that during the continuance in force of this Agreement they shall not engage in any strike or other form of trade union action including go-slow, boycott or demonstrations or picketing or any form of collective action against the Bank in respect of any dispute that may arise on any matter not related to this Agreement until -

- (i) The Branch Union of the Bank has exhausted all forms of conciliation to resolve such dispute amicably with the Bank, at which stage the Branch Union shall notify the Bank in writing of its intention to refer such matter to the Parent Union (the Ceylon Bank Employees Union).
- (ii) The Parent Union (the Ceylon Bank Employees' Union) has intervened in the matter and has exhausted all forms of conciliation to resolve such dispute with the Bank and/or the Employers' Federation of Ceylon.
- (iii) In the event of there being no settlement at the level of conciliation aforesaid, the Parent Union has to give notice in writing of not less than fourteen (14) days of the fact that there has been no satisfactory settlement of the dispute and that it wishes to resort to trade union action. Such notice shall be given to the Bank, the Employers' Federation of Ceylon and to the Commissioner of Labour.

26. UNION CHECK - OFF FACILITIES

During the continuance in force of this Agreement and provided the Union has not less than 40 percent membership among the employees covered by this Agreement such employer shall continue to grant check - off, provided, however, that the Bank reserves the right to stop, suspend or discontinue such facility in the event of the Union violating any of the Provisions of this Collective Agreement.

27. IMPLEMENTATION AND INTERPRETATION OF THIS AGREEMENT

- (i) Where either the Union or the Bank is dissatisfied with the manner in which the Collective Agreement is being implemented or where there is a complaint regarding the adverse effects of computer technology change such matter shall be dealt with by a Monitoring Committee set up by the Bank. The Union shall make its own nominations for the purpose of meetings to be held with the Monitoring Committee. The Bank or the Union may request that a matter be placed before the Monitoring Committee by communication addressed to the Employers' Federation of Ceylon setting out the 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, No. 43 of 1950.**

28. 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.

In witness hereof parties have here

For and on behalf of:
 Habib Bank Ltd

Name: Imran Iqbal
 Designation: Country Operations M



Witnesses:

1. _____

Signature

Name: Vajira Ellepola
 Designation: Deputy Director-General
 Employers Federation of Ceylon

3. _____

Signature

Name: Amalie Chathunika
 Designation: Manager- Human Resources
 Habib Bank- Sri Lanka