

বাংলাদেশ



গেজেট

অতিরিক্ত সংখ্যা
কর্তৃপক্ষ কর্তৃক প্রকাশিত

শনিবার, সেপ্টেম্বর ২৮, ১৯৯৬

৮ম খণ্ড—বেসরকারী ব্যক্তি এবং করপোরেশন কর্তৃক অর্থের বিনিময়ে জারীকৃত বিজ্ঞাপন ও নোটিশসমূহ

SONALI BANK
HEAD OFFICE
34-45, MOTIJHEEL COMMERCIAL AREA
DHAKA.

NOTIFICATION

Dated, 23-9-1996/11-6-1403

S.R.O. No. ১৬৮-আইন/৯৬—In exercise of the powers conferred by Article 29 of the Bangladesh Banks (Nationalisation) Order, 1972 (P.O.No. 26 of 1972) and in supersession of all service regulations applicable to local based employees of Sonali Bank in the United Kingdom, the Board of Directors of the Sonali Bank, with the previous approval of the Government is pleased to make the following regulations, namely:—

CHAPTER-1

PRELIMINARY

1. **Short title and application.**—(1) These regulations may be called the Sonali Bank (United Kingdom Branches) Local Based Employees Service Regulations, 1996.

(2) They shall apply to all full-time local based employees of the Sonali Bank appointed in the United Kingdom, other than those appointed on special contract who shall be governed by the terms of their contract.

2. **Definitions.**— In these regulations, unless there is anything repugnant in the subject or context,

- (a) "Bank" means the Sonali Bank ;
- (b) "basic pay" means the pay on the scale or fixed rate of pay which has been sanctioned for a post held by an employee substantively or in an officiating capacity but does not include any other remunerations which may be classed as pay or is granted in view of personal consideration ;
- (c) "Board" means the Board of Directors of the Bank ;

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- (d) "Branch" means any Branch of the Bank in the United Kingdom, and includes a sub-branch and other offices of the Bank in the United Kingdom;
- (e) "competent authority" means the Board and includes any officer of the Bank authorised by the Board to exercise powers of the competent authority under this regulations ;
- (f) "duty" includes service as a probationer and also the period during which an employee is on joining time ;
- (g) "employee" means an employee of the Bank, whether temporary or permanent recruited locally in the United Kingdom and includes an officer so recruited ;
- (h) "family" means the wife or husband and the children and step-children of an employee residing with and wholly dependent upon him ;
Explanation: Not more than one wife shall be included in a family for the purposes of these regulations ;
- (i) "General Manager" means the General Manager of the Bank posted in the United Kingdom ;
- (j) "Institute of Bankers Examination" means the examinations in all parts conducted by the Institute of Bankers, London or any Banking examination recognized as equivalent to it by the Board or by the Institute of Bankers London ;
- (k) "Joining time" means the time allowed to an employee to join a post ;
- (l) "Managing Director" means the Managing Director of the Bank ;
- (m) "officiating" in relation to an employee, means officiating in a post when he performs the duties of a post on which another employee holds a lien and includes an employee appointed to officiate in a vacant post on which no other employee holds a lien ;
- (n) "pay" means the amount drawn monthly or weekly by an employee as the pay which also includes all the allowances received in the pay packet ;
- (o) "personal pay" means an addition in the nature of pay, granted to an employee to save him from loss of basic pay in respect of a permanent post due to revision of pay or to any reduction of such basic pay otherwise than as disciplinary measure or, in exceptional circumstances, on other personal considerations ;
- (p) "post" means a post specified in Schedule-1 ;
- (q) "probationer" means an employee appointed on probation against a substantive vacancy in a post ;

- (r) "service" includes the period during which an employee is on duty or on leave duly authorized by a competent authority but does not include any period during which an employee is absent from duty without permission or overstays his leave unless such period of absence or overstay is regularized by an order in writing by the competent authority ;
- (s) "Schedule" means a Schedule appended to these Regulations.

CHAPTER-II

APPOINTMENT, PROMOTION, ETC.

3. **Classification and designation.**—(1) The employees shall be classified and designated as shown in Schedule-I.

(2) No post shall be created without prior approval of the Government.

4. **Method of recruitment.**—(1) Appointment to the posts shall be made by direct recruitment or by promotion from such posts and in such proportion as given in Schedule-II; the minimum qualification and age limit required for direct recruitment and eligibility for promotion are also given in Schedule-II.

(2) No employee shall claim promotion as a matter of right or on the basis of his seniority alone.

5. **Nationality.**— All United Kingdom nationals including Bangladeshis holding British passport shall be eligible for appointment under these regulations.

6. **Physical fitness.**— No person shall be appointed to a post unless he is declared physically fit by a recognized general practitioner or other medical authority in the United Kingdom.

7. **Commencement of service.**— The service of an employee shall commence from the working day on which an employee reports for duty at the place and time intimated to him by the competent authority.

8. **Agreement etc.**— (1) An employee entering the service of the Bank shall, at the time of his appointment, sign an agreement in such form as may be specified by the Board.

(2) On entering the service of the Bank, each employee shall sign the declaration of fidelity and secrecy in such form as may be specified by the Board.

9. **Assignment of duty.**—(1) An employee may be assigned such duties as the competent authority may feel necessary in its absolute discretion from time to time

(2) An employee may be required to serve at any time at any Branch of the Bank in the United Kingdom ; for this purpose the Board shall formulate appropriate transfer policy.

10. Probation and confirmation.—(1) A person initially appointed to a post shall remain on probation for—

- (a) a period of one year, in the case of an officer ;
- (b) a period of six months, in the case of an employee; provided that the period of probation may for reasons to be recorded in writing be extended by the competent authority for a further period not exceeding one year in both the cases.

(2) No person shall be confirmed in any post unless he has successfully completed the period of probation under this regulation.

CHAPTER-III

TERMINATION OF SERVICE, ETC.

11. Termination of service.—(1) The service of a probationer or a temporary employee shall be liable to termination by the competent authority without assigning any reason after giving him one month's notice in writing or on payment of one month's pay in lieu of such notice and the probationer or the employee shall not be entitled to any other compensation for such termination.

(2) In case of termination of service of a confirmed or permanent employee by the Bank or resignation of such an employee the written notice shall be required from either side of such period as detailed below, namely :—

Period of continuous service	Period of notice required
Upto one month	Nil
More than one month but not more than 2 years	1 week
More than 2 years but not more than 3 years	2 weeks
More than 3 years but not more than 4 years	3 weeks
More than 4 years but not more than 5 years	4 weeks
More than 5 years but not more than 6 years	5 weeks
More than 6 years but not more than 7 years	6 weeks
More than 7 years but not more than 8 years	7 weeks
More than 8 years but not more than 9 years	8 weeks
More than 9 years but not more than 10 years	9 weeks
More than 10 years but not more than 11 years	10 weeks
More than 11 years but not more than 12 years	11 weeks
More than 12 years	12 weeks

Provided that the competent authority shall have discretion to relax or condone any employee's requirement of notice in special circumstances.

12. **Resignation.**—(1) A confirmed employee shall not leave or discontinue his service in the Bank without giving notice under regulation 11(2) to the General Manager, in writing, of his intention to do so, and, in case of failure to comply by him with this sub-regulation, he shall be liable to pay to the Bank as compensation an amount equal to his pay for the period for which notice is required under the said regulation.

Provided that the employee shall not leave or discontinue his service unless he is relieved of his duties by the competent authority.

Provided further that the payment of the amount in lieu of notice by an employee under this sub-regulation may, in special cases, be waived by the General Manager.

(2) No probationer or temporary employee shall leave or discontinue his service in the Bank without giving one month's previous notice in writing of his intention to do so, and, in case of any breach by him of this sub-regulation, he shall be liable to pay to the Bank as compensation an amount equal to his pay for one month.

Provided that the payment of the amount in lieu of notice by an employee under this sub-regulation may, in special cases, be waived by the General Manager.

(3) An employee shall return books and other properties of the Bank, if any, before his resignation is accepted or he discontinues his service, as the case may be, and hand over vacant possession of the residential accommodation, if any, provided to him by the Bank.

(4) Notwithstanding anything contained in sub-regulations (1) and (2), the Bank shall not accept the resignation of an employee against whom disciplinary action has been started :

Provided that the competent authority may, on such terms and conditions as it may deem fit, allow such an employee to resign.

(5) Without prejudice to any other mode of recovery, the Bank may recover, as far as possible, the amount payable by an employee under sub-regulation (1) or (2) from any amount admitted by the Bank as due to him from the Bank on the date of resignation.

13. **Retirement.**—An employee of the Bank appointed in the United Kingdom shall retire from the Bank's service on attainment of 60 years of age.

CHAPTER-IV

RECORD OF SERVICE, ETC.

14. **Record of Service.**—(1) A personal file containing record of service shall be maintained separately for each employee.

(2) An employee may inspect his personal file once in a year in the presence of the competent authority and, after such inspection, he shall put his signature with date indicating that the entries are correct and complete.

(3) If an employee, in course of his inspection, discovers any inaccuracy or omission in the personal file, he may point it out in writing to the competent authority within fifteen days of the inspection.

15. **Annual report.**—(1) A system of annual reporting on the work and conduct of the employees shall be laid down by the Board and such report shall be called the annual confidential report and the Bank may also call for special confidential report on any employee as and when considered necessary.

(2) An employee shall not have access to his confidential reports but he shall be informed of adverse remarks relating to remediable defect, if any, in order to give him an opportunity to explain his position or to correct himself.

CHAPTER-V

SENIORITY

16. **Seniority.**—(1) Separate seniority lists shall be maintained for employees of each post.

(2) Confirmed employees in each category shall rank senior to probationers and temporary employees shall take seniority interse according to the date of confirmation.

(3) Employees confirmed in the same post on the same date shall rank according to the date of confirmation in the preceding lower post from which they were promoted.

(4) As between a direct recruit and a promotee appointed with effect from the same date, the promotee shall rank senior to the direct recruit.

(5) In the case of change of post, the employee who has changed the post shall take seniority in the new post from the date of change.

(6) Probationers of earlier batch shall rank senior to that of the later batch and probationers of the same batch shall rank interse according to the position obtained in the recruitment examination, provided they join within 30 days of the receipt of the letter of appointment.

CHAPTER-VI

PAY AND ALLOWANCES, ETC.

17. **Pay and allowances.**—(1) Subject to the approval of the Government, from time to time, the basic pay of the posts shall be such as may be determined by the Board.

(2) Employee shall be allowed London or City, allowance/Technical allowance and Overtime allowance at such rates as may be fixed by the Board from time to time.

(3) An employee shall normally start from the minimum basic pay of the post, but where an employee is found to be exceptionally bright or has past banking experience, the Board, in the case of officers, and the Managing Director, in case of other employees may allow higher starting salary.

18. **Annual performance award.**—(1) Subject to the provisions of sub-regulation (2), the employees shall be entitled to an annual performance award on the basis of their individual performances.

(2) A performance award shall not be an automatic entitlement for employees but shall depend purely on employees performance record ; overall performance of employees shall be scrutinised and reviewed by a committee to be constituted by the General Manager before a performance award is given.

19. **Honorarium.** An employee shall be paid a lump sum honorium of £. 200 on passing each of the parts of the British Institute of Bankers Examination.

CHAPTER-VII

TRAVELS ON DUTY

20. **Travelling allowances.**—An employee travelling on duty or on transfer within the United Kingdom or abroad shall be entitled to such travelling allowances and daily allowances as may be fixed by the Board from time to time.

21. **Joining time**—(1) Joining time may be granted to an employee to join a new post in another station on transfer as under, namely :—

- (a) for preparation, six working days ;
- (b) actual time taken for the journey to enable him to join the new post in another station ;
- (c) if the transfer is in the same station, the joining time shall be one day.

(2) An employee on joining time shall be entitled to pay and allowances including travelling allowance, which he received at the old station or may receive at the new station, whichever is less.

CHAPTER-VIII

GENERAL CONDUCT AND DISCIPLINE

22. **Conduct and discipline.**—(1) Every employee shall—

- (a) conform to and abide by these regulations ;
- (b) observe, comply with and obey all orders and directions which may, from time to time, be given by any person or persons under whose jurisdiction, superintendence or control he may from time to time, be placed ;
- (c) serve the Bank honestly and diligently ;
- (d) use his utmost endeavours to promote the interests of the Bank ;
- (e) show courtesy and attention in all transactions ; and

- (f) maintain strict secrecy regarding the affairs of the Bank, including the affairs of its constituents, irrespective of whether the information, or documents relating to the Bank come into his possession in the course of his duties as an employee or otherwise.

(2) No employee shall—

- (a) accept any outside employment, honorary or stipendiary, or undertake part time work, except those which may be required to be accepted or undertaken by the competent authority;
- (b) engaged in any commercial business, industry or pursuit either on his own account or as agent of others,
- (c) be connected with the formation or management of joint stock company otherwise than as an agent of the Bank;
- (d) act as agent of an insurance company or accept commission, directly or indirectly, otherwise than as an agent for or on behalf of the Bank;

Provided that the competent authority may permit an employee in special circumstances to accept an outside work of occasional nature:

Provided further that before such permission is given the competent authority may fix the fee payable by the outside employer and may stipulate that the fee so received by the employee shall be paid wholly or in part to the Bank.

(3) No employee shall absent himself from duty without obtaining prior permission of the competent authority.

(4) An employee who desires to make a representation relating to service in the Bank shall address the representation to the competent authority through his immediate superior.

(5) No employee shall make any personal representation to any Director of the Board or any outside authority nor directly or indirectly approach any other person to intervene on his behalf in any matter.

(6) No employee shall—

- (a) accept himself or permit any member of his family to accept any gift from a constituent of the Bank, any person likely to have dealings with the Bank, a subordinate employee or a candidate for employment in the Bank.
- (b) accept, without previous permission in writing of the General Manager, any gift from any Government other than the Government of Bangladesh and United Kingdom.
- (c) lend money in his private capacity to, or borrow money from, or place himself under any pecuniary obligation to a broker, money lender, a subordinate employee, a candidate for employment in the Bank, or any firm or person having or likely to have dealings with the Bank;
- (d) have personal dealings with a constituent of the Bank in the purchase or sale of bills of exchange, Government paper or any other securities;

- (e) buy or sell stocks, shares or securities of any description without funds to meet the full cost, in the case of purchase, or script for delivery, in the case of a sale;
- (f) except with the permission of the competent authority, guarantee in his private capacity, the pecuniary obligations of another person or agree to indemnify in such capacity another person from loss;
- (g) participate in gambling and betting;
- (h) speculate in investments within the Bank;
- (i) make or permit any member of his family to make any investment likely to embarrass or influence him in the discharge of his official duties;
- (j) make any investment the value of which is likely to be affected by some event of which information is not available to the general public;
- (k) except with previous approval in writing of the General Manager, permit any member of his family or any relative residing with him to engage in any trade in the area over which his duties as an employee of the Bank extend.

Explanation.—If any question arises whether a security or an investment is of the nature referred to in clause (h), (i) or (j), the decision of the Bank thereon shall be final and these provisions are not intended to prohibit bonafide investments in stocks and shares by an employee.

(7) An employee may undertake honorary work of a religious, special or charitable nature and occasional work of a literary or artistic character provided that the public duties of the employee do not suffer by such honorary work.

Provided that the Bank may at any time, forbid an employee to undertake or require him to abandon any work which, in its opinion, is undesirable.

(8) No employee shall live beyond his means or indulge in ostentation on occasions of marriage or other ceremonies.

(9) An employee shall avoid habitual indebtedness.

Explanation.—If an employee is adjudged or declared insolvent or if the whole of that portion of his salary which is liable to attachment is frequently attached for debt, has been continuously so attached for a period of two years, or is attached for a sum which, in ordinary circumstances, he cannot repay within a period of two years, he shall be presumed to have contravened sub-regulation (9) unless he proves that the insolvency or indebtedness is the result of circumstances which with the exercise of ordinary diligence, he could not and have foreseen or over which he had no control has not proceeded from extravagant or dissipated habits.

(10) An employee who appears to be or is adjudged* or declared insolvent shall forthwith report his insolvency to the General Manager.

23. **Prohibition to disclose.**—(1) Unless generally or specially empowered by the bank in this behalf, no employee shall disclose, directly or indirectly, to other employees, to the press or to any other person, the contents of any document or communicate any information relating to the Bank to any of its customers or to any of its dealers which has come into his possession in the course of his duties, or has been prepared or collected by him in the course of duties.

(2) The provision of sub-regulation (1) shall bind an employee even after his employment has ended.

(3) No employee shall give evidence before a public committee and any court in the United Kingdom or abroad unless he has first obtained the permission of the General Manager.

CHAPTER IX

DISCIPLINARY PROCEDURE AND ACTION

24. **Procedure.**—Any shortcoming or complaint about an employee shall firstly be investigated by his immediate superior who must then decide whether a disciplinary hearing is required; it may also be decided to handle the situation informally using a counselling approach; if the matter appears to be gross or serious misconduct, the employee may be suspended on normal pay during the investigation.

(2) If it is decided that formal action may be appropriate, a formal disciplinary interview shall be convened at which the employee shall be entitled to be accompanied by a fellow employee or employee's representative of his choice; at the interview the employee shall be given full details of the matter and an opportunity to state his case; after completion of the interview the employee shall be informed of the decision, the reason therefor and any disciplinary sanction to be taken against him.

(3) If appropriate, the employee's progress may be reviewed periodically by his immediate superior.

(4) An employee renders himself liable to disciplinary action if he—

Wilfully or otherwise disregards the condition of employment or any other rules of the Bank ;

Fails to perform the duties for which he is employed to the satisfaction of the competent authority ;

Commits any act of misconduct which is deemed by the competent authority to be prejudicial to the interest of the Bank or its employees ;

(5) For the purpose of these regulations, misconduct, serious misconduct and gross misconduct shall respectively include the following and which, if committed, shall normally lead to formal disciplinary action, namely :

(A) **Misconduct (which entails oral warning) : —**

(a) persistent late attendance ;

(b) poor job performance involving sub-standard work ;

(c) unpunctuality (poor time keeping) ;

- (d) any minor breach of the Bank's regulation ;
- (e) bad personal hygiene ;
- (f) violation of health safty regulation ;

(B) Serious misconduct (which entails written warning): —

- (a) smoking in prohibited areas ;
- (b) disobedience ;
- (c) unauthorized absence ;
- (d) unauthorized use of Bank's property and/or facilities for personal purpose;
- (e) failure to disclose any personal interest of the employee which conflicts with any matter of a client or customer with which the employee is engaged ;
- (f) sleeping while on duties ;
- (g) collection or canvassing for collection of money within the Bank premises for any purpose not approved by the competent authority ;
- (h) distribution or exhibition within the Bank premises of any papers, hand bills, pamphlets or posters without the previous approval of the competent authority ;
- (i) holding of meetings within the Bank permises without the previous permission of the competent authority ;
- (j) habitual indiscipline and leaving of work without permission, disappearance from the seat or desk of duty or place of work without permission during duty hours ;
- (k) malingering, slow down of work, undue delay in the discharge of duty, negligence to carry out a reasonable orders of the superior ;
- (l) habitual negligence of duty ;
- (m) breach of Bank's regulation, standing orders or instructions ;
- (n) improver or non-use of uniforms, if required, while on duty ;
- (o) writing anonymous latter or criticizing the superior and misbehaving with the superior ;
- (p) Threatening or intimidating any employee within or outside the Bank permises ;
- (q) getting corrupt ;
- (r) assuming style of living beyond ostensible means of the employee

(C) Gross misconduct (which entails dismissal without notice): —

- (a) fraud or deliberate falsification of Bank's records, documents, expense or allowance claims ;
- (b) incapacity or incapability at work through the effects of alcohol or unprescribed drugs or compulsive gambling ;
- (c) any racial or sexual discrimination or harassment or incitement thereof ;
- (d) fighting or violence towards others or destruction or damage of machinery, equipment or premises ;
- (e) rude or abusive behaviour to clients or employees ;
- (f) theft from the Bank, its clients or employees ;
- (g) malicious damage to Bank's or colleague's property ;
- (h) major violation of health and safety rules, procedures or regulations ;
- (i) wilful insubordination ;
- (j) using to personal advantage, any business interest established whilst in the Bank's employment ;
- (k) prolonged unauthorized absence ;
- (l) conduct violating common decency ;
- (m) conviction on a criminal charge relevant to the employee's employment ;
- (n) refusal to work in another job or at any other offices or places of the Bank of the United Kingdom as may be directed by the competent authority ;
- (o) negligent behaviour endangering a colleague's life ;
- (p) submission of false references ;
- (q) divulging statutory regulations to Bank's clients that would render the Bank or its employees liable to prosecution ;
- (r) espionage ;
- (s) drunkenness, compulsive gambling, disorderly conduct or indecent behaviour while on duty ;
- (t) gross negligence or dereliction of duties ;
- (u) gross insubordination by self or in association with others, to any lawful or reasonable order of the superior ;
- (v) serious breaches of confidence ;
- (w) illerage and theft, fraud or dishonesty in connection with the Bank's business or property ;
- (x) striking or picketing in any form within the Bank premises and in places where it is lawfully prohibited ;

- (y) illegal striking of work, by self or with others, in contravention of any law or rule for the time being in force, or inciting others to strike ;
- (z) doing anything detrimental to the interest of the Bank ;
- (aa) engaging, whether self or in association with others, in subversive activity which is considered to be prejudicial to the national or institutional security.

25. **Disciplinary sanctions.**—(1) One or a combination of the following sanctions may be awarded, depending on the seriousness of the offence, namely:

	<u>type of sanction</u>	<u>life of warning</u>
(A)	minor :—	
	(a) oral warning	six months ;
	(b) written warning	twelve months ;
	(c) final written warning	twelve months ;
(B)	major :—	
	(a) demotion ;	
	(b) compulsory retirement ;	
	(c) removal from service ;	
	(d) dismissal with notice in lieu of pay ;	
	(e) summary dismissal without notice ;	

(2) If the employee has responded to a warning of whatever type and showed improvement during the life of the warning, the warning shall be deemed to have lapsed.

(3) Minor fault shall be dealt with informally but where the matter is more serious the procedure laid down in regulations 26-30 shall be followed.

26. **Stage 1 : oral warning.**—If the conduct or performance does not meet acceptable standards the employee shall normally be given a formal oral warning ; he shall be advised of the reason for warning and his right of appeal ; a brief note of the oral warning shall be kept but it shall lapse after six months, subject to satisfactory conduct and performance.

27. **Stage 2 : written warning.**—If the offence is a serious one, or if a further offence is committed, a written warning shall be given to the employee by the supervisor; this shall give details of the complaint, the improvement required and the time within which to accomplish it ; it shall warn that action under stage 3 shall be

considered if there is no satisfactory improvement and shall advise of the right of appeal; a copy of this written warning shall be kept by the supervisor but it shall be disregarded for disciplinary purpose after 12(twelve) months, subject to satisfactory conduct and performance.

28. Stage 3 : final written warning or disciplinary suspension.—If there is still a failure to improve and conduct or performance still remain unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning but not so serious to justify dismissal (in effect both first and final written warning), a final written warning shall normally be given to the employee; this shall give details of the complaint, shall warn that dismissal shall be the result if there is no satisfactory improvement and shall advise of the right of appeal; a copy of this final written warning shall be kept by the supervisor but it shall be disregarded after 12(twelve) months (in exceptional cases the period may be longer), subject to the satisfactory conduct and performance.

29. Stage 1 : dismissal.—(1) If the conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, dismissal shall result; only the General Manager can take the decision to dismiss after receipt of the relevant inquiry/investigation report concerning the employee involved; the employee shall be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which employment shall terminate and the right of appeal.

(2) If an employee is accused of an act of gross misconduct, he may be suspended from work on full pay, while the Bank investigates the alleged offence; if, on completion of the investigation and the full disciplinary procedure, the competent authority is satisfied that the allegations of gross misconduct has been proved beyond all reasonable doubt, the result shall normally be summary dismissal without notice or payment in lieu of notice.

30. Summary dismissal.— Summary dismissal shall take place at a very short or no notice in case the employee has acted in a way which is outside the behaviour expected of him. If he is accused of an act of gross misconduct, he may be suspended from work on full pay, normally for not more than 5 (five) working days, while the competent authority investigates the alleged offence; if, on completion of the investigation and the full disciplinary procedure, the competent authority is satisfied that the allegations of gross misconduct has been proved beyond all reasonable doubt, the result shall be summary dismissal without notice or payment in lieu of notice.

31. Incapability issues.— Examples of incapability at work may range in seriousness from unsatisfactory workmanship to gross incompetence and may also include ill health; the same procedure shall be followed as laid down in regulations 26-30 but, as there is no misconduct involved, cautions shall be issued rather than warnings; there shall be performance reviews at regular intervals during the life of any caution; unsatisfactory progress following an oral caution could in turn lead to another disciplinary interview with a written caution being given; should the required improvement still not be achieved, the employee may receive a final written caution, indicating that continued failure to meet the required standard within a further stated

period shall result in dismissal; if dismissal proves necessary, the employee's employment shall be terminated with the appropriate period of notice being given in writing; every consideration shall be given to employees who are making every effort to improve their performance and corrective measures may include further training or possibly transfer to alternative work as may be possible and appropriate.

32. Principles to be followed in awarding punishments. — (1) The power of awarding punishment to the employees shall vest in the competent authority :

Provided that no authority subordinate to that by which the employee was appointed shall be competent to impose on him any major penalty.

(2) No disciplinary action shall be taken against an employee until the case has been fully investigated.

(3) At every stage in the procedure the employee shall be advised of the nature of the complaint against him and shall be given the opportunity to state his case before any decision is made.

(4) At all stages the employee shall have the right to be accompanied by a employee representative or work colleague during the disciplinary interview.

(5) No employee shall be dismissed for a first breach of discipline except in the case of gross misconduct when the penalty shall be dismissal without notice or payment in lieu of notice.

(6) The period of absence of an employee on reinstatement in service after wrongful retirement shall be treated as a period spent on duty and he shall be entitled to his usual pay and allowances.

(7) Where it is decided to proceed against an employee on the ground of inefficiency by reason of infirmity of mind or body, the competent authority may, at any time, require the employee to undergo medical examination by such medical consultant as may be specified and the report of the medical consultant shall form part of the proceedings against the employee.

(8) If an employee refuses to undergo medical examination under sub-regulation(7) his evasion or refusal may, subject to the consideration of any grounds he may give in support of it, be taken into consideration against him as showing that he had reason to believe that the result of the examination would prove unfavourable to him.

(9) No order awarding a major penalty shall be passed without the charges against the employee being framed in writing and given to the said employee so that he shall have reasonable opportunity within a period of seven days to answer in writing or in person, as he prefers, and in the later case his defence shall be taken down in writing and read to him.

(10) In a case where an offence of misconduct is detected in the course of its commission or is so fresh and its circumstances are so clear that to serve the employee concerned with charges is pure pretentiousness, it shall be just and proper if the competent authority demands immediate explanation and issues order describing the offence as misconduct and awards punishment.

(11) When an employee is to be proceeded against the allegations and the competent authority or such officer as may be empowered by it, is of opinion that the allegations, if established, could call for a minor penalty, the competent authority or the officer, as the case may be, shall—

- (a) make the allegations against him known to the accused in writing and call upon him to explain his conduct within a specified time which shall not be less than seven days nor more than fourteen days, and
- (b) consider the explanation of the accused, if any, submitted within the specified time and, after giving him an opportunity of being heard in person, may award any of the minor penalties as specified :

Provided that the competent authority or the officer, as the case may be, may in suitable cases, appoint an officer senior in rank to the accused to inquire into the allegations and submit his findings within a specified time for the consideration of the competent authority or, as the case may be, the officer before passing the final order in the case.

(12) When an employee is to be proceeded against the allegations and the competent authority is of the opinion that the allegations, if established, would call for a major penalty, the following procedure shall be observed, namely :—

(a) the competent authority shall—

- (i) frame a charge and specify therein the penalty proposed to be imposed, communicate it to the employee (hereinafter called the accused) together with a statement of the allegations on which it is based and of any other circumstances which the competent authority proposes to take into consideration when passing orders on the case; and
- (ii) require the accused to submit within seven days from the day the charge has been communicated to him a written statement of his defence and to show cause at the same time as to why the penalty proposed to be imposed on him should not be imposed and also state whether he desires to be heard in person ;

(b) if the accused so desires, or if the competent authority so directs, an inquiry officer or a Board of Inquiry to be appointed shall hold an inquiry at which oral evidence shall be heard as to such of the allegations as are not admitted and documentary evidence relevant or material in regard to the charge shall be considered. The accused shall be entitled to cross-examine the witness against him, to give evidence in person and to have such witness called for the defence as he may wish; the person presenting the case in support of the charge shall be entitled to cross-examine the accused and the witnesses examined in his defence;

provided that the inquiry officer or the Board of Inquiry may, for reasons to be recorded in writing, refuse to call a particular witness or to summon or admit a particular evidence;

(c) the competent authority may nominate any person to present the case in support of the charge before the inquiry officer or the Board of Inquiry;

(d) the proceedings of an inquiry under this regulation shall contain a sufficient record of the evidence and where an inquiry officer of a Board of Inquiry is appointed, also the report of the findings of such officer or Board and the grounds therefor;

(13) (a) Where an employee is proceeded against the allegations and the competent authority has decided that the case calls for a major penalty, it shall appoint an officer, being senior in rank to the person proceeded against, to be inquiry officer and the competent authority may also specify a time limit within which the inquiry should be completed by the inquiry officer unless prevented by very special circumstances to be recorded by him in writing;

(b) the inquiry officer shall hear the case from day-to-day and no adjournment shall be given except for reasons to be recorded in writing; every adjournment, with reasons therefor, shall be reported forthwith to the competent authority; no adjournment shall be given for more than a week;

(c) if the inquiry officer is satisfied that the employee proceeded against is hampering or attempting to hamper the progress of the inquiry he shall administer a warning, and if thereafter he is satisfied that the accused is acting in disregard of the warning, he shall record a finding to that effect, and proceed to complete the inquiry in such manner as he thinks best fitted to do substantial justice;

(d) the inquiry officer shall, within ten days of the conclusion of the proceedings, submit his findings and the grounds therefor to the competent authority;

(e) the competent authority may, in any case if deems fit, instead of appointing an inquiry officer under clause (a) appoint a Board of Inquiry consisting of two or more persons and, where a Board of Inquiry is so appointed, references in this sub-regulation to an Inquiry officer shall be construed as references to the Board of Inquiry.

33. Appeal procedure.—(1) All employees have the right to appeal against any disciplinary action taken against them.

(2) The Appeal must be put in writing to his immediate superior within 15(fifteen) working days; in the event of appeal against dismissal the employee should write within the stipulated time to the personnel department to notify it of his appeal.

(3) Following the initial appeal at General Manager level, the employee shall have the right, if he so wishes, to a further appeal to the Managing Director whose decision in the matter shall be final.

(4) The appeal must be made, again in writing, within 15 (fifteen) working days of the decision of initial appeal being given.

CHAPTER X

GRIEVANCE PROCEDURE

34. **Grievance procedure.**—(1) Employees have the right to be represented or accompanied by a trade union representative or colleague at the hearings at stage 2 and stage 3 mentioned below; if an employee wishes to raise any matter in which he is directly involved he shall have to follow the following stages, namely:—

- (a) **stage 1:** in the first instance the employee should raise his grievance orally with his immediate superior who would endeavour to resolve the issue informally; the employee should raise his grievance within 10 (ten) working days of the cause of the grievance occurring; every attempt would be made by his immediate superior to resolve the issue within 5 (five) working days;
- (b) **stage 2:** if resolution is not achieved, the employee should formally explain his grievance in writing to his next senior supervisor or manager (*i.e.* his manager's manager) within 5 (five) days of being informed of the outcome of stage 1; this manager should endeavour to resolve the issue within 10 (ten) working days;
- (c) **stage 3:** if resolution is still not achieved, the employee may appeal to the general Manager by writing within 5 (five) working days of being informed of the outcome of stage 2; the general Manager would endeavour to resolve the issue within 10 (ten) working days; the general Manager's decision shall be final and there shall be no further right of appeal within the Bank.

(2) Every attempt shall be made to resolve a grievance as soon as possible and within the periods stated; however, these periods may be extended by mutual agreement; should a matter arise which affects a group of employees it shall be raised under the collective procedural Agreement or special circumstances where further elaborate inquiries or investigations are called for.

CHAPTER-XI

35. **Leave.**—(1) Leave is earned by duty only, and for the purpose of these regulations, the period spent on deputation shall count as duty.

(2) All applications for leave shall be addressed to the competent authority and shall be submitted through the proper channel; except as otherwise provided by these regulations, no employee shall proceed on leave without first obtaining the approval in writing from competent authority that he may proceed on leave.

(3) All employees shall resume duties on the expiry of leave initially granted or as subsequently curtailed or extended.

(4) Overstay of leave may warrant disciplinary proceedings.

(5) An employee on leave shall not accept any employment or office of profit.

(6) Before proceeding on leave, an employee shall make over charge to another employee as directed by the competent authority.

(7) An employee on leave of any description shall, unless instructed otherwise, report in writing his return to duty to his immediate superior at the place wherefrom he proceeded on leave.

(8) An employee who was granted leave on medical ground shall not return to duty without first producing a certificate of fitness from such medical authority as may be specified by the competent authority:

Provided that no such certificate shall be necessary if the leave was for seven days or less.

(9) In the event of an employee on leave for not less than one month, being required by the competent authority to resume duty in the interest of the Bank before the expiry of the leave already sanctioned, the Managing Director, in the case of officers, and the General Manager, in the case of others, may allow him the actual cost of passage from the place of recall in the United Kingdom to the place of duty in the United Kingdom and to count the time spent on the journey as on duty.

(10) Unless permitted by the competent authority to do so, an employee on leave may not return to duty more than fourteen days before the expiry of the period of leave granted to him.

36. **Kinds of leave.**—The following kinds of leave may be granted to an employee, namely:—

- (a) Annual leave,
- (b) Sick leave,
- (c) Maternity leave,
- (d) Special leave.

37. **Annual leave.**—(1) Annual Leave shall be taken according to a rota to be arranged before the commencement of the leave year; to avoid undue dislocation, the Bank shall have discretion to determine the maximum number of employees in any one category to be allowed to proceed on annual leave at a time.

(2) Leave may not necessarily be granted for the particular period applied for; it may be declined or deferred by the competent authority because of operational imperatives; all employees must avail minimum 15 (fifteen) days uninterrupted leave every year (*i.e.* between January to December); the leave year shall count in respect of service for complete calendar year; except where it can be shown that no interference will be caused, annual leave shall not be taken during the fortnight preceding or following the annual closing.

(3) To avail any kind of leave prior approval of the competent authority is necessary; if such prior approval is not possible due to unavoidable circumstances, this should be brought to the notice of such authority immediately after return from leave and the leave should be regularized, but after examining the matter if such authority for reasons to be recorded in writing, decides not to approve the leave, the said authority may, at its discretion take appropriate disciplinary action against the employee and also may treat such period of absence as leave without pay even if the employee has leave in his credit.

(4) No employee shall be allowed to carry forward his annual leave to next year, except in a very special circumstances, for a period not exceeding 4 (four) weeks and the decision of the Bank in this regard shall be final.

Explanation.—Employer should see that every employee utilizes his annual leave before the year is over, i.e. either the employee avils the leave, or if it is not possible to allow the leave within the year payment of salary in lieu of the leave is paid.

38. **Sick leave, unavoidable absence etc.**—In all cases necessitating absence from work, notice must be given by 10.30 am on the first day, if possible, over telephone or by a letter, stating the cause of absence and its probable duration; a certificate from the Ministry of Social Security of Her Majesty's Government of United Kingdom or the attending physician, as the case may be, must be forwarded in all cases of illness exceeding 7(seven) days at a time and this shall be accompanied by a stamped envelope addressed to the employee's local Ministry's Office, and after recording, it shall be mailed direct to that office.

39. **Entitlement of sick leave.**—The entitlement of sick leave shall be on the following scale, namely :-

<u>Length of service</u>	<u>Leave on full pay</u>
Over 6 months but not exceeding 1 year	= 2 weeks,
Over 1 year but not exceeding 2 years	= 1 month,
Over 2 years but not exceeding 3 years	= 2 months,
Over 3 years but not exceeding 4 years	= 3 months,
Over 4 years but not exceeding 5 years	= 4 months,
Over 5 years	= 6 months:

Provided that an employee may avail such leave for a maximum period of six months during the whole period of his service.

10. **Maternity leave.**—Maternity leave shall be allowed as per rules issued by the Department of Social Security in the United Kingdom, from time to time.

11. **Special leave (compassionate leave).**—In case of death of immediate relatives, e. g. wife, husband, father, mother, sister, brother or child, one day's special leave may be allowed for funeral attendance; on these and other urgent occasions requiring further absence from work, special leave may be sanctioned, not exceeding three days on full pay, according to the particular circumstances at the discretion of the competent authority.

12. **Leave salary.**—Leave salary on full pay shall be equal to the basic pay and city allowance which the employee was drawing before proceeding on leave or the average of pay drawn during last twelve complete months preceding the month in which leave is taken, whichever is more favourable to the employee.

13. **Leave procedure.**—(1) The leave account of an employee shall be maintained in such form and by such officer as the competent authority may specify.

(2) The leave year shall be from the 1st January in any year to the 31st December in that year and in case of an employee being confirmed in a post during a year, the leave entitlement of the employee shall be adjusted *pro rata*.

(3) All employees must avail two weeks uninterrupted annual leave from his leave entitlement each year.

CHAPTER-XII

SECURITY

14. **Security.**—(1) All irregularities or occurrences giving rise to reasonable doubt must be reported to a Senior Officer or above irrespective of the person or persons involved in the breach of rules or suspected to be involved.

(2) All documents of any importance whatsoever and permanent books of record (e.g. Ledgers, Registers, etc.) must be kept without fail in the bank safe at the end of each day's work and should not be taken out of the Bank without proper authority.

15. **Hours of attendance.**—Normal working hours of the Bank are from 9.30 a.m to 5.30 p.m with a break of one hour for lunch from Monday to Friday; this timing may be changed by the competent authority under special circumstances.

16. **Institute of bankers examination.**—All employees are required, as a condition of service, to make every effort to study for the London Institute of Banker's examinations; employees qualified in such examination shall be favourably placed for consideration of promotion as and when the question of such consideration may arise.

17. **Lost property.**—The Bank shall not accept responsibility for the loss of any property left on the Bank premises in or out of banking hours.

SCHEDULE-1*(see regulation-3(1))*

Classification	Designation
(A) Officers	1. Assistant General Manager
	2. Senior Principal Officer
	3. Principal Officer
	4. Senior Officer
	5. Officer
(B) Other employees	1. General Manager's Secretary
	2. Clerk Grade-I
	3. Clerk Grade-II
	4. Driver/Chauffeur
	5. Security Guard-Cum-Messenger/Messenger

SCHEDULE-11

(see regulation-4)

Serial No.	Name of the post	Minimum age limit for direct recruitment	Method of recruitment	Qualification for direct recruitment	Qualification for promotion
1	2	3	4	5	6

1. Assistant General Manager
By promotion
At least 3 years' service as Senior Principal Officer and at least 11 years' service as officer of the bank.
2. Senior Principal Officer
By promotion
At least 3 years' service as Principal Officer and at least 8 years' service as officer of the bank.
3. Principal Officer
By promotion
At least 3 years' service as Senior officer.
4. Senior Officer
50% by promotion; and 50% by direct recruitment.
18 years
Bachelor's Degree in Commerce from a British or American University; skill in spoken and written English; proficiency in Mathematics and Computer use required; selection to be made on the basis of written and oral tests.
At least 3 years' service in the grade of officer.

Serial No.	Name of the post	Minimum age limit for direct recruitment	Method of recruitment	Qualification for direct recruitment	Qualification for promotion
1	2	3	4	5	6

5. Officer

At least 5 years service in Clerk Grade-1.

18 years

50% by promotion; and 50% by direct recruitment.

Passed 3-A levels with English and Mathematics or Economics; skill in spoken and written English; proficiency in Mathematics and Computer use required; selection to be made on the basis of written and oral tests.

6. General Manager's Secretary

18 years

By direct recruitment

3-A Levels with Mathematics or Economics; skill in spoken and written English; proficiency in Computer use required; selection to be made on the basis of written and oral tests.

7. Clerk Grade-1

By promotion

At least 2 years service in the post of Clerk Grade-11.

Serial No.	Name of the post	Minimum age limit for direct recruitment	Method of recruitment	Qualification for direct recruitment	Qualification for promotion
1	2	3	4	5	6
8.	Clerk Grade-I	18 years	By direct recruitment	<p>Passed 2-A Levels (One must be in Mathematics or Economics);</p> <p>or</p> <p>1-A Level +5 GCSE (Must have English, Mathematics and Economics); skill in spoken and written English; proficiency in Computer literacy and word processing; selection to be made on the basis of written and-oral tests.</p>	
9.	Driver/Chauffeur	18 years	By direct recruitment	<p>Person possessing a valid driving licence from the concerned authority of Her Majesty's Government, United Kingdom.</p>	
10.	Security Guard-Cum-Messenger/Messenger.	18 years	By direct recruitment	<p>Must have the ability to read, write and speak English.</p>	

By order of the Board

A. Q. SIDDIQUI
MANAGING DIRECTOR.

মোঃ মিজানুর রহমান, উপ-নিয়ন্ত্রক, বাংলাদেশ সরকারী মুদ্রণালয়, ঢাকা কর্তৃক মুদ্রিত
মোঃ আতোয়ার রহমান, উপ-নিয়ন্ত্রক, বাংলাদেশ ফরমস্ ও প্রকাশনী অফিস,
তেজগাঁও, ঢাকা কর্তৃক প্রকাশিত।