

Collective Bargaining Agreement Between
Union for ITES Employees in India (UNITES)
And
e-Merge Business Processing Trivandrum Kerala

This Agreement is effective this 2nd day of November 2006 between the Board of directors of **M/S e-Merge Business Processing**, hereinafter referred to as the “**EMPLOYER**,” and agreed to by the **Union for ITES Employees in India (UNITES)**, hereinafter referred to as the “**UNION**.”

The Union is the bargaining agent for the collective bargaining unit described in Article 1.

This agreement is a reflection of the parties’ commitment to these shared values:

- To maintain a respectful, cooperative relationship.
- To work together to further the mutual success of both parties; positioning e-Merge for continued competitive success in the marketplace while enabling UNITES to best represent and serve its members.
- To resolve issues, to the greatest extent possible, through a collaborative process, marked by open communication and respect for each other’s interests.

ARTICLE 1 RECOGNITION

This agreement grants to the **UNITES** as the **UNION** carrying the greatest confidence of the staff (Measured in membership), sole recognition and negotiation rights for its staff employed within the Organization. (**e-Merge Business Processing Trivandrum Kerala**).

- The Employer recognises the right of the **UNITES** to manage its responsibilities in the best interests of the ITES industry and its members.
- The **Employer** recognises the responsibility of the **UNITES** to represent **e-Merge employees** within the framework of this agreement and its own set of rules.

- In order that negotiation can be conducted on a fully representative and authoritative basis the **Employer** recognises that it is desirable that its entire employees / staff should be members of the **UNITES**.
- However, staffs covered by this agreement have the right to join or not to join the Union, as is their wish. The union will not attempt by industrial or other action to pursue issues of union membership, or industrial or related matters and will not object to working alongside employees who are not members of any union, or not members of a particular union.

ARTICLE 2 REPRESENTATION

- As a union with sole negotiating rights for **e-Merge staff** the Employer will ensure that an updated rule Book (Induction Manual) will be lodged with the Union representative so that both employer & union can co-operate effectively.
- The names of each Union representative should be notified in writing to the Employer by the Union.
- Elected representatives of the Union will act in good faith in accordance with the rules governing their responsibilities.
- It is agreed that the employees will primarily concern themselves with performing their normal working duties and that the union activities will be secondary to their employment and will normally take place outside working hours.

ARTICLE 3 HEALTH & SAFETY

- The Employer must ensure that it will adopt the **Call Center Charter** recommended by **UNI APRO**, so far as is reasonably practicable to the health, safety and welfare at work of its employees not exposed to risks to their health and safety.
- Health and Safety at Work Statement is prominently displayed in office premises and the copy of the Call center charter is distributed amongst its employees.
- Employees must take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work, co-operate with the employer, so far as is necessary, to enable the employer to fulfill his responsibility.

ARTICLE 4
PROCEDURE FOR THE RESOLVING OF DIFFERENCES
GRIEVANCE PROCEDURE

- It will usually be better for those involved if grievances can be resolved informally and where an employee has a grievance, he or she will, in the first instance, discuss the matter with the employer representative or a union representative. The employee may wish to discuss the matter with the Employer. If no satisfactory agreement is reached, and the employee wishes to proceed further, the issue should be raised with the **UNITES** National Office bearers.

The following procedure should be used where it is not possible to resolve an issue informally.

- At each stage of the procedure a fellow worker or trade union representative who may address the meeting on behalf of the employee but may not answer questions for the employee may accompany the employee.
- The employer will keep records of any action taken under this grievance procedure. These will be treated as confidential although may be used if the issue is unresolved and is taken to external stages of the procedure or to a tribunal.
- To raise a formal grievance, the employee will as the first stage write to the employer with an explanation of the basis for the grievance.
- The employer will then invite the employee to a meeting to consider the matter. The meeting will normally be held within 5 days of the formal grievance being raised.
- The employer must advise the employee in the letter inviting the employee to the meeting of his or her right to be accompanied at the meeting.
- After the meeting, the employer must inform the employee of the decision without unreasonable delay and also of the right to appeal.
- The employee must take all reasonable steps to attend the meeting.
- If the employee's chosen companion is unavailable at the time appointed for the meeting but the employee proposed a reasonable alternative time in the next five working days, the meeting must be postponed to that time. If the employee is unable to propose an alternative time within the

next five days, then the meeting may go ahead if reasonable to do so without the chosen companion.

- If the employee wishes to appeal he or she must write to the employer without unreasonable delay setting out the grounds for the dissatisfaction of the decision. The employer will then invite the employee to a further meeting. This meeting must be held without unreasonable delay and will normally be held within 5 working days of the request being made. The employee may be accompanied at the meeting. The decision at the appeal is the final stage of the internal procedure and the statutory procedure and will normally be given in writing within 5 working days of the meeting. The external procedure set out below may then be invoked.
- An employee cannot take the employer to tribunal unless he or she has written to the employer about the grievance and waited 28 days. The 28 day period is to allow the employer to respond but the employer should not wait this long if he or she can help it.
- Failing settlement the matter may be referred to the concerned labour department, which will be the last stage in the Procedure.
- It is agreed by all parties that there shall be no stoppage of work either of a partial or general character such as a strike, locking out, go slow, work to rule and overtime ban, or any other restriction until the procedure mentioned above has been exhausted.

**ARTICLE 5
ALTERATION AND TERMINATION**

- Each party wishing to alter or terminate this agreement shall do so by giving three months notice in writing.
- This agreement shall operate from 1 December 2006.

This Agreement shall be effective on the date written above and shall remain in effect to and including 30th November 2007 provided that the parties may in writing mutually agree to extend this agreement.

IN WITNESS WHEREOF, the EMPLOYER and UNION have signed this Agreement on the ----- day and year 2006.

**For e-Merge Business Processing
Designation: Director Human Resources**

Signature -----

**FOR Union for ITES Employees in India
Designation: General Secretary (UNITES)**

Signature -----