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# **SECTION I**

**Seventh Bipartite Settlement**

**dated**

**27<sup>th</sup> March 2000**

**on**

**Wage Revision and other Service Conditions**

**of**

**Workmen**



## Section I: Seventh Bipartite Settlement

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MEMORANDUM OF SETTLEMENT dated 27th March, 2000 between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees and Indian National Bank Employees' Federation.

[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957]

Names of the Parties      55 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and

their workmen.

Representing the Employers (Member Banks)

- 1) Shri A T Pannir Selvam
- 2) Shri Harbhajan Singh
- 3) Dr. Dalbir Singh
- 4) Shri K C Chowdhary
- 5) Shri K V Krishnamurthy
- 6) Shri Y Radhakrishnan
- 7) Shri R Peter Joshua
- 8) Shri A D Navaneethan
- 9) Shri K M Mehrotra
- 10) Shri M N Dandekar
- 11) Shri Yogesh Chandra
- 12) Shri Allen C A Pereira

Duly authorised on behalf of the Indian Banks' Association

Representing the Workmen

- 1) Shri N Sampath
- 2) Shri P N Tiwari
- 3) Shri R D Trivedi
- 4) Shri Krishan Lal
- 5) Shri H V Rai
- 6) Shri Tarakeswar Chakraborti
- 7) Shri S D Dhopeswarkar

- 8) Shri K Sreenivasan
- 9) Shri Ramanand
- 10) Shri Kamal K Bhattacharyya
- 11) Shri I B Shah
- 12) Shri C H Venkatachalam
- 13) Shri M Ekanath Pai
- 14) Shri D K Chatterji
- 15) Shri Rajan Nagar

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri K K Bandlish
- 3) Shri Y K Arora
- 4) Shri D Venugopal Reddy
- 5) Shri T Selvaraj
- 6) Shri Y Tharak Nath
- 7) Shri Milind Nadkarni
- 8) Shri S D Mishra
- 9) Shri Umesh P. Naik
- 10) Shri N K Paliwal
- 11) Shri Suresh Mehra
- 12) Shri S A Kadri
- 13) Shri B S Venkatanarasaiah
- 14) Shri Raphy Kunjappu
- 15) Shri M H Wodeyar

**National Confederation of Bank Employees**

- 1) Shri R P K Murugesan
- 2) Shri Subhash S Sawant
- 3) Shri Jogen Sarkar
- 4) Shri L N Tiwari
- 5) Shri R Kunchithapatham
- 6) Shri O P Sharma
- 7) Shri A K P Reddy

**Indian National Bank Employees' Federation**



### SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the **All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI) and Indian National Bank Employees' Federation (INBEF)** representing the workmen employees of the Banks mentioned in the said Schedule on 14th February, 1995, 14th December, 1996 and 28th November, 1997 inter-alia regarding various terms and conditions of their service. The Settlement dated 14th December 1996 was co-terminus with the Settlement dated 14th February, 1995.
- (B) A Bipartite Settlement was signed between IBA and **National Organisation of Bank Workers (NOBW)** on 22nd October, 1997 whereby NOBW agreed not to seek re-opening of any of the industry level settlements signed subsequent to Settlement dated 25th April, 1980 and as such signed the Settlement dated 28th November, 1997 as one of the Unions representing workmen employees of the banks.
- (C) **The AIBEA, NCBE, BEFI, INBEF and NOBW (hereinafter jointly called the Unions)** submitted a joint Charter of Demands dated 28th November, 1997 for revision of wages and other service conditions to the IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (D) The IBA also raised with the Unions, during negotiations, issues on behalf of the managements of the banks concerned, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and maintaining harmonious industrial relations.
- (E) The Unions put forward a demand for giving yet another opportunity to those employees who had not opted for pension earlier. While IBA expressed its inability to consider the demand of the Unions, on their insistence however, it agreed to forward the demand to the Government of India.

- (F) The parties initially agreed after prolonged negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be 12.25% of the wage bill of workmen employees for the year ended 31st March, 1997 including the cost of superannuation benefits and accordingly signed a Memorandum of Understanding on 11th March, 1999 at Mumbai. It is agreed that for the purpose of this Settlement, Pension be costed at 18.25% of the incremental Pay arrived at by merger of Dearness Allowance at CPI 1616 points with the Pay as per the Settlement dated 14th February, 1995 and 14th December, 1996.
- (G) The parties thereafter negotiated the aforesaid demands and issues on several occasions and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (H) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under :-

## TERMS OF SETTLEMENT

### GENERAL

1. In respect of 55 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the **State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda**, the provisions of the Sastry Award as finally modified and enacted by the **Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957** and the provisions of the Award of the National Industrial Tribunal presided over by **Mr. Justice K T Desai in Reference No.1 of 1960** which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971, 8th November, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February,

1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions except to the extent the same are modified by this settlement.

2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31st March, 1967, 24th February, 1970, 15th September, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11th November, 1966, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December, 1966, 19th December, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iv) In respect of Indian Overseas Bank, the provisions of the Awards as further modified by the Settlements dated 14th December, 1966, 17th December, 1970, 29th July, 1972, 23rd March, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th

October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.

(v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii), (iii) and (iv) above refer to settlements entered into between State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).

3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19th October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said settlements shall stand amended, modified or superseded to the extent and in the manner detailed hereunder.

(ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force.

#### 4. Scales of Pay

In supersession of Clause 4 of Bipartite Settlement dated 14th February, 1995 and Clause 1 of Bipartite Settlement dated 14th December, 1996, with effect from 1st November, 1997 the scales of pay shall be as under:

##### Clerical Staff

3020	$\frac{135}{3}$	3425	$\frac{225}{3}$	4100	$\frac{320}{4}$	5380	$\frac{340}{3}$	6400	$\frac{380}{4}$
7920	$\frac{680}{1}$	8600	$\frac{380}{1}$	8980 (20 Years)					

##### Subordinate Staff

2750	$\frac{55}{2}$	2860	$\frac{75}{2}$	3010	$\frac{90}{2}$	3190	$\frac{110}{3}$	3520	$\frac{130}{4}$
4040	$\frac{150}{3}$	4490	$\frac{170}{3}$	5000 (20 Years)					

**Note:**

- (a) Fitment in the new scales of pay shall be on a stage to stage basis.
- (b) There shall be no change in the dates of annual increments because of the fitment.

**5. Stagnation Increments**

In partial modification of Clause 5(a) of Bipartite Settlement dated 14th February, 1995, both clerical and subordinate staff shall be eligible for five stagnation increments with effect from 1st November, 1997 at the rates and frequencies as stated hereunder :-

The clerical and the subordinate staff on reaching the maximum in their respective scales of pay shall draw FIVE stagnation increments at the rate of Rs. 380/- and Rs.170/- each, due under this Settlement, and at frequencies of three years and two years respectively, from the dates of reaching the maximum of their scales as aforesaid.

Provided that a clerical / subordinate staff already in receipt of four stagnation increments shall be eligible for the fifth stagnation increment on 1st November, 1999 or 3/2 years respectively after receiving the fourth stagnation increment whichever is later. In respect of employees who had received their fourth stagnation increment on or after 1st November, 1996 but before 1st November, 1997, the fifth stagnation increment shall be released on and from 1st November, 1999.

Provided further that an employee who has on or after 1.11.1997 but on or before the date of this Settlement received the 4th Stagnation Increment in terms of the provisions of the Sixth Bipartite Settlement dated 14th February, 1995 would have the date of release of this increment notionally preponed in terms of this Settlement and his Fifth Stagnation Increment released accordingly. There shall however be no payment of any arrears of pay and allowances on account of such preponement.

**6. Definition of 'Pay'**

- (i) Allowances hitherto termed as Special Allowance, Graduation Allowance, Professional Qualification Allowance and Officiating Allowance which

are in the nature of 'pay', attracting Dearness Allowance and ranking for superannuation benefits shall henceforth be termed as Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, respectively.

- (ii) In supersession of Clause 12 of the Bipartite Settlement dated 14th February, 1995 and Clause I of the Bipartite Settlement dated 14th December, 1996 'Pay' for the purpose of D.A., HRA and Superannuation benefits shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

**Note :**

- (i) The increment component of Fixed Personal Pay as given in column 2 of Schedule III shall rank for superannuation benefits.
- (ii) For workmen who were in service in Area I as on 31st December, 1969, and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions as applicable then, shall rank for Provident Fund to the extent of 50% subject to a maximum of Rs.30/- p.m.

**7. Dearness Allowance**

In substitution of Clause 6 of Bipartite Settlement dated 14th February, 1995 with effect from 1st November, 1997 the dearness allowance shall be payable as per the following rates : -

**(i) Subordinate Staff**

0.24% of 'pay'

**(ii) Clerical Staff**

a) 0.24% of 'pay' upto Rs.7100/- plus

b) 0.20% of 'pay' above Rs.7100/- and upto Rs.11,300/- plus

c) 0.12% of 'pay' above Rs.11,300/-

**Note:**

- (a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 1684 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.

- (b) It is clarified that there shall be no ceiling on Dearness Allowance.
- (c) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.
- (d) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

#### **8. City Compensatory Allowance**

In substitution of Clause 7 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999 the City Compensatory Allowance shall be payable as per the following rates :

##### **A. Clerical Staff**

- (i) At the higher CCA Centres including the State of Goa
 

4% of Basic Pay
Minimum Rs.125/- p.m.
Maximum Rs.250/- p.m.
- (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.
 

3% of Basic Pay
Minimum Rs.100/- p.m.
Maximum Rs.200/- p.m.

##### **B. Subordinate Staff**

- (i) At the higher CCA Centres including the State of Goa
 

4% of Basic Pay
Maximum Rs.175/- p.m.
- (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.
 

3% of Basic Pay
Maximum Rs.125/- p.m.

##### **Note:**

All other existing provisions relating to City Compensatory Allowance shall remain unchanged.

### 9. *House Rent Allowance*

In substitution of Clause 8 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999 the house rent allowance payable shall be as under:

<b>AREA</b>	<b>Rate as percentage of Pay No Minimum/No Maximum</b>
(i) Places with population of more than 12 lakhs	8.5
(ii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories	7.5
(iii) Places with population below 2 lakhs	6.5

**Note :**

- (i) Where quarters are provided, HRA shall not be payable, and the rent to be recovered shall be 2.5% of the first stage of the Scales of Pay.
- (ii) All other existing provisions relating to House Rent Allowance shall remain unchanged.

### 10. *Transport Allowance*

In partial modification of Clause 9 of the Bipartite Settlement dated 14th February, 1995 and Clause 2 of the Bipartite Settlement dated 14th December, 1996 the nomenclature of "Conveyance Allowance" shall be termed as "Transport Allowance" and the same shall be paid @ Rs.65/= per month with effect from 1st November, 1999.

**Note :**

- (i) All permanent part time employees including those on probation drawing scale wages shall be paid transport allowance on pro-rata basis.



- (ii) This provision by itself will not preclude the payment of any existing allowance of this nature paid as a result of Government guidelines/bank level settlements.

### **11. *Special Pay***

In supersession of Clause 10 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st April, 1998 :

- (i) The Special Pay, Graduation Pay and Professional Qualification Pay payable to the clerical staff and the Special Pay payable to the subordinate staff in banks other than State Bank of India, shall be as mentioned in Schedule II to this Settlement.
- (ii) The Special Pay, Graduation Pay and Professional Qualification Pay as mentioned in Schedule II shall rank for superannuation benefits.
- (iii) The duties for those drawing Special Pay in banks other than State Bank of India, shall be as set out in Schedule III to the Bipartite Settlement dated 17th September, 1984 and 14th February, 1995. In all other respects, the General Rules and Provisions contained in Chapter V of the Bipartite Settlement dated 19th October, 1966 as modified from time to time shall continue to apply.
- (iv) The rates and duties of Special Pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level keeping in view the overall relativity in respect of Special Pay revised under this settlement.

### **12. *Hill and Fuel Allowance***

In partial modification of Clause 15(a) of the Bipartite Settlement dated 10th April, 1989 and Clause 13 of the Bipartite Settlement dated 14th February, 1995, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1st November, 1999:

- (i) At places situated at a height of : 10% of pay  
3000 metres and above (Max. Rs.750/-)

- (ii) At places situated at a height of : 5% of pay  
and over 1500 metres but (Max. Rs.260/-)  
below 3000 metres
- (iii) At places situated at a height of : 4% of pay  
over 1000 metres but less than (Max. Rs.220/-)  
1500 metres and Mercara Town

Note: All other existing provisions shall remain unchanged.

**13. *Fixed Personal Pay***

The nomenclature of Fixed Personal Allowance shall be henceforth termed as Fixed Personal Pay. In partial modification of Clause XIV of the Bipartite Settlement dated 29th October, 1993 and Clause 11 of the Bipartite Settlement dated 14th February, 1995, the Fixed Personal Pay shall be revised with effect from 1st November, 1999 as per Schedule III. There shall be no shifting in the date/s of release of Graduation Pay / Professional Qualification Pay on account of payment of Fixed Personal Pay in the same year.

Provided that in respect of an employee who on account of the provisions of Clause XI of Bipartite Settlement dated 14th February, 1995 had his Graduation Allowance and / or Professional Qualification Allowance shifted by a year and where such Graduation Pay / Professional Qualification Pay is due for release on a day subsequent to 1st November, 1999 then such Graduation Pay / Professional Qualification Pay shall be released to him on 1.11.1999 and subsequent release of Graduation Pay / Professional Qualification Pay, at annual intervals of one year shall be with reference to 1.11.1999.

**14. *Payment of Overtime Allowance***

The overtime allowance paid to the employees for the overtime work performed upto 31st March, 2000 shall not be recalculated on account of this Settlement.

**15. *Provident Fund***

In supersession of Clause 15 of the Bipartite Settlement dated 14th February, 1995, the rate of Provident Fund shall be revised as under :-

- i) 10% of 85% of Pay from 1-4-1998 to 31-10-1999
- ii) 10% of full Pay from 1-11-1999 onwards.

**16. *Pension***

In relation to an employee who retires or dies while in service on or after the 1st day of April, 1998 'Pay' for the purpose of Pension shall be the aggregate of the pay drawn by the member of the award staff in terms of the Sixth Bipartite Settlement dated 14th February, 1995 and the dearness allowance thereon calculated upto index number 1616 points in the All India Average Consumer Price Index for Industrial Workers in the series 1960 = 100. This shall be subject to the necessary amendments to be made to the relevant provisions of Bank (Employees') Pension Regulations, 1995.

**17. *Medical Aid***

In substitution of Clause 16 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of :

- I. Rs.1000/- per annum for workmen with service upto 5 years till the completion of 5th year.
- II. Rs.1200/- per annum for workmen who have completed 5 years of service and above.

For the year 1999, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December, 1999.

**18. *Hospitalisation***

In substitution of Clause 17 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999, the reimbursement of hospitalisation expenses shall be as agreed hereunder :

- (i) The rates and ceilings indicated under Schedule V of the Bipartite Settlement dated 14th February, 1995 shall stand enhanced by 20%.
- (ii) The following diseases shall also become eligible for domiciliary treatment :-  
Hepatitis - B, Haemophilia and Myaestheniagravis.

**19. *Reimbursement of Expenses on Road Travel***

In substitution of Clause 18 of the Bipartite Settlement dated 14th February, 1995, with effect from the date of this Settlement where an employee has to travel on duty/leave fare concession between two places not connected or partly connected by rail or steamer he shall be reimbursed actual road mileage costs or @ Rs.1.20 per km., whichever is less.

**20. *Part Time Employees***

- (i) In partial modification of Clause I of the Bipartite Settlement dated 28th November, 1997, with effect from 1st November, 1997, Part Time employees whose normal working hours per week are as given below shall be paid consolidated wages as under :
  - (a) Upto 3 hours : at bank's discretion with a minimum of Rs. 450/- p.m.
  - (b) More than 3 hours but less than 6 hours : at bank's discretion with a minimum of Rs. 740/- p.m.
- (ii) In partial modification of Clause 18.2 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1999, Part Time employees drawing scale wages shall also be eligible for reimbursement of Hospitalisation Expenses on pro-rata basis.

**21. *Washing Allowance***

In partial modification of Clause 9 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1999, washing allowance shall be payable @ Rs. 50/- p.m.

**22. Cycle Allowance**

In supersession of Clause 1 of Bipartite Settlement dated 16th July, 1991 with effect from 1st April, 2000, cycle allowance shall be payable to members of the subordinate staff who are required to use a cycle on regular assignment for outdoor duties at the following rates :-

Mumbai, Kolkata, Chennai, Delhi	-	Rs.45/- p.m.
All other places	-	Rs.35/- p.m.

**23. Halting Allowance**

In modification of Clause 14 of the Bipartite Settlement dated 14th February, 1995, with effect from the date of this Settlement, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters:-

	<b>Higher CCA Centres</b>	<b>Lower CCA Centres</b>	<b>Non CCA Centres</b>
<b>Clerical Staff</b>	Rs.190 per diem	Rs.145 per diem	Rs.125 per diem
<b>Subordinate Staff</b>	Rs.150 per diem	Rs.100 per diem	Rs.80 per diem

**24. Split Duty Allowance**

In partial modification of Clause 4 of the Bipartite Settlement dated 28th November, 1997 with effect from 1st April, 2000, split duty allowance shall be payable as under :-

At C.C.A. Centres	-	Rs.75/- p.m.
At Non - C.C.A. Centres	-	Rs.60/- p.m.

**25. Privilege Leave**

The following proviso may be added to Clause V (i) of Bipartite Settlement dated 8th November, 1973 :-

Provided that fraction of a day of earned leave, if any, shall be taken as a full day.

The above provision will apply for crediting privilege leave from the Calendar Year 2001.

**26. *Maternity Leave***

The earlier provisions relating to maternity leave as in Clause 13.37 and Clause 13.38 of Bipartite Settlement dated 19th October, 1966 shall be substituted by the following :

- (a) Maternity leave, which shall be on substantive pay, shall be granted to a female employee for a period not exceeding 6 months on any one occasion and 12 months during the entire period of her service.
- (b) Within the overall period of 12 months, leave may also be granted in case of miscarriage/abortion/MTP.
- (c) Leave may also be granted once during service to a childless female employee for legally adopting a child who is below one year of age for a maximum period of two months or till the child reaches the age of one year, whichever is earlier subject to the following terms and conditions :-
  - (i) Leave will be granted for adoption of only one child.
  - (ii) The adoption of a child should be through a proper legal process and the employee should produce the adoption-deed to the Bank for sanctioning such leave.
  - (iii) The temporary and part-time employees are not eligible for grant of leave for adoption of a child.

**27. *Sick Leave***

In partial modification of Para IX (3) of Bipartite Settlement dated 17th September, 1984, the following provisions shall apply with effect from the date of this Settlement.

‘Casual leave not availed by an employee in a Calendar Year shall be converted into Sick Leave on full substantive pay and such leave shall be over and above the maximum period provided in Para IX Sub-Paras (1) and (2) of Bipartite Settlement dated 17-9-1984.

Such leave not exceeding a day if availed on grounds of sickness, shall be allowed without production of medical certificate.

**28. Compensation on Transfer**

In supersession of Clause 5 of Bipartite Settlement dated 28th November, 1997 with effect from the date of this Settlement compensation on transfer shall be as under :-

- (a) Where an employee produces receipts or a statement of loss in respect of breakages subject to a maximum of -

Clerical Staff	Rs. 600/-
Subordinate Staff	Rs. 400/-

- (b) Where no receipts/statement of loss are produced a lumpsum payment of -

Clerical Staff	Rs. 400/-
Subordinate Staff	Rs. 300/-

**29. Paradip Port Town Allowance**

In supersession of Clause 7 of the Bipartite Settlement dated 28th November, 1997 employees posted and working in branches situated in Paradip Port Town shall be paid with effect from 1st November, 1999 Paradip Port Town Allowance @ 5% of Basic Pay.

**30. Computerisation & Mechanisation**

Given the environment of competition in the banking industry gaining momentum day by day, it is imperative that the banks are well equipped with state of art technology to enhance customer satisfaction which in turn enhances efficiency and productivity. With the above in view, it is agreed between the parties to amend / modify the Computerisation Settlement dated 29th October, 1993 to the extent as stated herein under :

- (a) Banks may computerise 70% of their business. They may, in their discretion, computerise partly or fully, operations in branches and administrative offices irrespective of their location / classification and

number of vouchers obtaining thereat. Determination of 'business' for this purpose shall be as per RBI guidelines issued from time to time.

- (b) Staff rendered surplus due to computerisation will be deployed suitably in vacancies as per the provisions of this Settlement.
- (c) A Standing Committee comprising representatives of the management of the bank and the workmen union will monitor and oversee the operations of computerisation/mechanisation so as to ensure strict adherence to the terms and conditions of this Settlement.

**31. *Business Hours***

In supersession of clause 22(b) of the Bipartite Settlement dated 10th April, 1989, it is agreed that it is the managements' prerogative to introduce extended business hours, shift system in branches and seven day banking modules depending upon the business potential, the needs and aspirations of the customers etc. without affecting the total working hours of employees subject to statutory provisions of Shops and Establishments Act, wherever applicable.

**32. *Deployment of Staff***

It is generally perceived that there is scope for redeployment of staff in banking industry. There are pockets of surplus / deficit in areas of operation in different centres in different banks. It is desirable that these imbalances in deployment of staff are corrected. As it will not be possible / practicable to arrive at a uniform policy in this regard, having regard to the situation varying from bank to bank, the parties hereby agree that the matter be resolved at the level of each bank. Bank level agreements, if any, as of now may require appropriate amendments which shall be mutually settled.

**33. *Voluntary Cessation of Employment***

Clause 17 of the Fifth Bipartite Settlement dated 10th April, 1989, shall stand deleted.

**34. *Special Provision for State Bank of India***

Special compensatory provisions in respect of State Bank of India may be reviewed and settled at bank level.



### 35. *Implementation*

(a) The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.

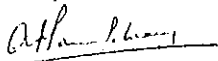
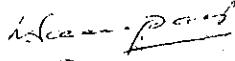
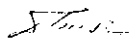

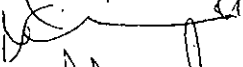
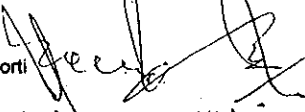
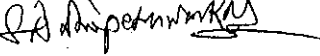
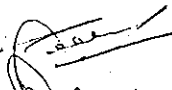

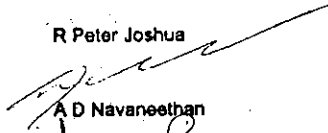
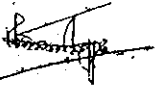
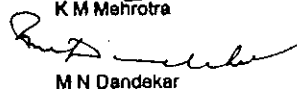
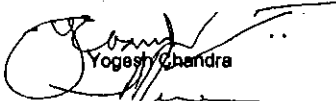
- |   |                    |
|---|--------------------|
| 1. Scales of Pay, Dearness Allowance and consolidated wages to part time employees working for less than 6 hours per week.  | 1-11-1997          |
| 2. Provident Fund on 85% of Pay, Pension, Special Pay, Graduation Pay and Professional Qualification Pay  | 1-4-1998           |
| 3. Provident Fund on entire Pay, Gratuity, House Rent Allowance, City Compensatory Allowance, Washing Allowance, Hill & Fuel Allowance, Transport Allowance, Annual Medical Aid, Hospitalisation Expenses, Fixed Personal Pay, Paradip Port Town Allowance and Fifth Stagnation Increment | 1-11-1999          |
| 4. Halting Allowance and all other items agreed to but not covered by the above Clauses.  | Date of Settlement |
| 5. Split Duty Allowance, Cycle Allowance and Overtime Allowance   | 1-4-2000           |

It is clarified that while calculating the arrears for the period of the Settlement upto 31-10-1999, if the net difference between the existing total emoluments and the revised total emoluments after Provident Fund deduction is negative, the same shall be ignored.

- (b) From 1.11.1999, if the revised total monthly emoluments of an employee after deducting Provident Fund fall short of the existing total monthly emoluments after deducting Provident Fund, the difference shall be paid by way of a Temporary Adjusting Allowance which shall be adjusted to the extent of any net increase in basic pay, fixed personal pay, dearness allowance or any other allowance or a monthly benefit of any other type till it gets fully wiped off.
- (c) With regard to the 3 weak banks viz. Indian Bank, United Bank of India and UCO Bank, if the management of these banks find it difficult to make payment of arrears, they may discuss with the Unions in their respective banks and reschedule amicably.
- 36 (a) This Settlement is entered into between the parties concerned taking due note of the proceedings in relation to this Settlement filed and pending as on date before the Hon'ble Calcutta High Court and the Hon'ble Mumbai High Court.
- (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders, if any, which may be passed therein.
37. **Date of Effect and Operation**
- (i) This Settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the Settlement.
- (ii) The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- (iii) The AIBEA, NCBE, BEFI, INBEF and NOBW on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement.
- (iv) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

### 38. Interpretation

If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the Indian National Bank Employees Federation and the National Organisation of Bank Workers, for discussion and settlement.

For Indian Banks' Association Sd/- (S/Shri)	For All India Bank Employees' Association Sd/- (S/Shri)
 A T Pannir Selvam	N Sampath 
Harbhajan Singh 	P N Tewari 
Dalbir Singh	R D Trivedi 
K C Chowdhary	Tarakeswar Chakraborti 
K V Krishnamurthy	S D Dhopeswarkar 
Y Radhakrishnan	K Sreenivasan 
R Peter Joshua	Ramanand 
A D Navaneethan 	Kamal K. Bhattacharyya 
K M Mehrotra	
M N Dandekar 	
Yogesh Chandra 	
Allen C A Pereira	

For National Confederation of  
Bank Employees

Sd/-  
(S/Shri)



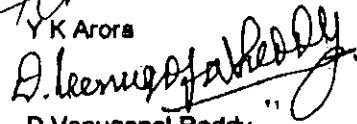
L Balasubramanian



K K Bandish



Y K Arora



D Venugopal Reddy



T Selvaraj



Y Tharak-Nath

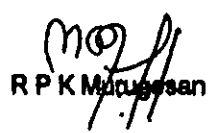


Milind Nadkarni

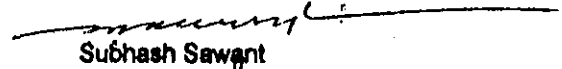
N K Paliwal

For Indian National Bank  
Employees' Federation

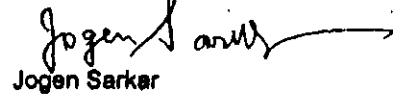
Sd/-  
(S/Shri)



R P K Marudhan



Subhash Sawant



Jogen Sarkar

For Bank Employees' Federation  
of India

Sd/-  
(S/Shri)

For National Organisation of  
Bank Workers

Sd/-  
(S/Shri)

**WITNESSES**  
(S/Shri)

  
**G Sankarharayanan**

  
**Himadri Dutta**

**H V Rai**

**C H Venkatachalam**

**S D Mishra**

**I B Shah**

**Umesh Naik**

**Suresh K Mehra**

**R Kunchithapatham**

**O P Sharma**

- c.c. to :
- 1) Assistant Labour Commissioner (Central)
  - 2) Regional Labour Commissioner (Central)
  - 3) Chief Labour Commissioner (Central), New Delhi.
  - 4) The Secretary to the Govt. of India, Ministry of Labour, New Delhi.

## SCHEDULE-I

### LIST OF BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab & Sind Bank
15. Syndicate Bank
16. UCO Bank
17. Union Bank of India
18. United Bank of India
19. Vijaya Bank
20. State Bank of India
21. State Bank of Bikaner & Jaipur
22. State Bank of Hyderabad
23. State Bank of Indore
24. State Bank of Mysore
25. State Bank of Patiala
26. State Bank of Saurashtra
27. State Bank of Travancore
28. The Bank of Rajasthan Ltd.

29. The Benares State Bank Ltd.
30. Bharat Overseas Bank Ltd.
31. The Catholic Syrian Bank Ltd.
32. The Dhanalakshmi Bank Ltd.
33. The Federal Bank Ltd.
34. The Jammu & Kashmir Bank Ltd.
35. The Karnataka Bank Ltd.
36. The Karur Vysya Bank Ltd.
37. The Lakshmi Vilas Bank Ltd.
38. Lord Krishna Bank Ltd.
39. The Nainital Bank Ltd.
40. The Nedungadi Bank Ltd.
41. The Ratnakar Bank Ltd.
42. The Sangli Bank Ltd.
43. The South Indian Bank Ltd.
44. The Vysya Bank Ltd.
45. ABN Amro Bank N.V.
46. ANZ Grindlays Bank p.l.c.
47. American Express Bank Ltd.
48. Bank of America NT & SA
49. The Bank of Tokyo – Mitsubishi Ltd.
50. Banque National De Paris
51. Citibank N.A.
52. The Hongkong and Shanghai Banking Corporation Ltd.
53. The Sakura Bank Ltd.
54. Sonali Bank
55. Standard Chartered Bank

*[Note: The British Bank of the Middle East which figured in the Schedule to MoU dated 11<sup>th</sup> March, 1999 stands merged with The Hongkong and Shanghai Banking Corpn. Ltd.]*

**SCHEDULE-II****SPECIAL PAY  
PART I****For Clerical Staff**

	<b>Amount of Special Pay (Rs.)</b>
1. Telephone Operator	108
2. Relieving Telephone Operator	56
3. Audit Clerk - Category 'A'	182
- Category 'B'	343
4. Comptist	213
5. Telex Operator	269
6. Teller - Category 'A'	351
- Category 'B'	587
7. Punch Card Operator	298
8. Accounting Machine Operator	460
9. IBM/ICT Machine Operator	522
10. Stenographer	522
11. Head Clerk	522
12. Assistant Head Cashier	
- Units of 5 Clerks and above	331
- Units of 4 Clerks and below	232
13. Cashier-in-charge of Cash in Pay Office or Branch	351
14. Head Cashier - Category 'A'	
- Units of 5 Clerks and above	460
- Units of 4 Clerks and below	351
15. Head Cashier - Category 'B'	
- Units of 5 Clerks and above	522
- Units of 4 Clerks and below	415
16. Head Cashier - Category 'C'	585



	<b>Amount of Special Pay (Rs.)</b>
17. Head Cashier - Category 'D'	648
18. Head Cashier - Category 'E'	906
19. Special Assistant	971
20. Agricultural Assistant	258
21. Computer Operator	633
22. Data Entry Operator	440
23. Encoder Operator	378
24. Advanced Ledger Posting Machine Operator	540
25. Advanced Electronic Accounting Machine Operator	540

## SPECIAL PAY

<b>For Subordinate Staff</b>	<b>Amount of Special Pay (Rs.)</b>
1. Cyclostyle Machine Operator	145
2. Liftman	178
3. Relieving Liftman	107
4. Cash Peon	178
5. Watchman/Watchman-cum-Peon	178
6. Armed Guard	300
7. Bill Collector	300
8. Daftary	352
9. Head Peon	406
10. Air Conditioning Plant Helper	816
11. Electrician	816
12. Driver	923
13. Head Messenger in Indian Overseas Bank	690

**PART II**  
**GRADUATION PAY/  
PROFESSIONAL QUALIFICATION PAY**

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of educational qualification(s), Graduation Pay/Professional Qualification Pay shall be payable as under:

1. Those who are graduates and/or NDC –  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years
2. Those who have passed JAIIB or Part I of CAIB/CAIIB-  
Rs.129/- p.m. after they complete 1 year
3. Those who have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB –  
Rs.129/- p.m. after they complete 1 year  
Rs.258/- p.m. after they complete 2 years  
Rs.387/- p.m. after they complete 3 years
4. Those who are graduates/NDC and have passed JAIIB or Part I of CAIB/  
CAIIB –  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years  
Rs.371/- p.m. after they complete 3 years
5. Those who are graduates/NDC and have passed JAIIB and CAIIB or Both  
Parts of CAIB/CAIIB –  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years  
Rs.371/- p.m. after they complete 3 years  
Rs.500/- p.m. after they complete 4 years  
Rs.629/- p.m. after they complete 5 years

**SCHEDULE III**

**FIXED PERSONAL PAY**

Area of Posting	Increment Component of FPP	Dearness Allowance as on 1.11.1997	Total FPP payable where Bank's accommodation is provided	HRA payable where bank's accommodation is not provided	Total FPP payable where Bank's accommodation is not provided
(1)	(2)	(3)	(4)	(5)	(6)
<b>CLERICAL STAFF</b>					
(i) Places with population of more than 12 lakhs	380	15.96	396	32.30	429
(ii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories	380	15.96	396	28.50	425
(iii) Places with population below 2 lakhs	380	15.96	396	24.70	421
<b>SUBORDINATE STAFF</b>					
(i) Places with population of more than 12 lakhs.	170	8.56	179	14.45	194
(ii) Places with population of 2 lakhs and over [other than Places in (i) above] and State Capitals and Capitals of Union Territories	170	8.56	179	12.75	192
(iii) Places with population below 2 lakhs	170	8.56	179	11.05	190

**Note: FPP payable is rounded off to next higher rupee.**

MEMORANDUM OF SETTLEMENT dated 27th March, 2000 between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the Bank Karmachari Sena Mahasangh.

[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957]

Names of the Parties 55 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers (Member Banks)

- 1) Shri A T Pannir Selvam
- 2) Shri Harbhajan Singh
- 3) Dr. Dalbir Singh
- 4) Shri K C Chowdhary
- 5) Shri K V Krishnamurthy
- 6) Shri Y Radhakrishnan
- 7) Shri R Peter Joshua
- 8) Shri A D Navaneethan
- 9) Shri K M Mehrotra
- 10) Shri M N Dandekar
- 11) Shri Yogesh Chandra
- 12) Shri Allen C A Pereira

Duly authorised on behalf of the Indian Banks' Association

Representing the Workmen

- 1) Shri Sudhir Joshi
- 2) Shri Umakant Kotnis
- 3) Shri Rajan Tulaskar
- 4) Shri Baban Gaonkar
- 5) Shri Uttam Yadav
- 6) Shri Nandkumar Nikam
- 7) Shri Nitin Kamath

**Bank Karmachari Sena Mahasangh**

### SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the **All India Bank Employees' Association (AIBEA)**, **National Confederation of Bank Employees (NCBE)**, **Bank Employees' Federation of India (BEFI)** and **Indian National Bank Employees' Federation (INBEF)** representing the workmen employees of the Banks mentioned in the said Schedule on 14th February, 1995, 14th December, 1996 and 28th November, 1997 inter-alia regarding various terms and conditions of their service. The Settlement dated 14th December 1996 was co-terminus with the Settlement dated 14th February, 1995.
- (B) A Bipartite Settlement was signed between IBA and **National Organisation of Bank Workers (NOBW)** on 22nd October, 1997 whereby NOBW agreed not to seek re-opening of any of the industry level settlements signed subsequent to Settlement dated 25th April, 1980 and as such signed the Settlement dated 28th November, 1997 as one of the Unions representing workmen employees of the banks.
- (C) Bank Karmachari Sena Mahasangh submitted to the IBA on 3rd July, 1997 a Charter of Demands seeking revision of wages and other service conditions of workmen employees in the banking industry.
- (D) In the course of conciliation proceedings held before the Regional Labour Commissioner (Central), Mumbai on 23rd February, 1999 on industrial disputes raised by the Bank Karmachari Sena Mahasangh it was agreed that IBA would call the Union for discussions on the Charter of Demands.
- (E) Bank Karmachari Sena Mahasangh vide its letter dated 12th March, 1999 consented to abide by all the previous Settlements signed by the IBA with the other workmen unions.
- (F) The IBA also raised with the Union, during negotiations, issues on behalf of the managements of the concerned banks to be discussed and settled with a

view to improving productivity, efficiency, customer service, discipline and harmonious industrial relations.

- (G) The Union put forward a demand for giving yet another opportunity to those employees who had not opted for pension earlier. While IBA expressed its inability to consider the demand of the Unions, on their insistence however, it agreed to forward the demand to the Government of India.
- (H) The parties initially agreed after negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be 12.25% of the wage bill of workmen employees for the year ended 31st March, 1997 including the cost of superannuation benefits and accordingly signed a Memorandum of Understanding on 12th March, 1999 at Mumbai. It is agreed that for the purpose of this Settlement, Pension be costed at 18.25% of the incremental Pay arrived at by merger of Dearness Allowance at CPI 1616 points with the Pay as per the Settlement dated 14th February, 1995 and 14th December, 1996.
- (I) The parties thereafter negotiated the aforesaid demands and issues on several occasions and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (J) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

NOW, IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as under :-

### **TERMS OF SETTLEMENT**

#### **GENERAL**

For Clauses 1 to 36 and Schedules I to III refer Settlement signed between IBA and All India Bank Employees' Association, National Confederation of Bank Employees and Indian National Bank Employees' Federation.

### **37. Date of Effect and Operation**

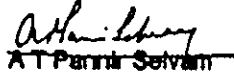
- (i) This Settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the Settlement.
- (ii) The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- (iii) The Bank Karmachari Sena Mahasangh on behalf of the workmen agree that during the operation of this Settlement the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement.
- (iv) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

### **38. Interpretation**

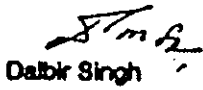
If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association and the Bank Karmachari Sena Mahasangh for discussion and settlement.



For Indian Banks' Association  
Sd/-  
(S/Shri)

  
A T Pannir Selvam

Harbhajan Singh

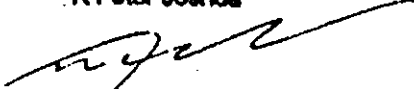
  
Dalbir Singh

K C Chowdhary


K V Krishnamurthy

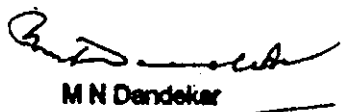
Y Radhakrishnan


R Peter Joshua



A D Navaneethan

  
K M Mehrotra

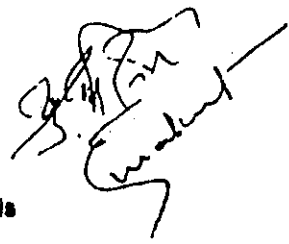
  
M N Dandekar

  
Yogesh Chahora

  
Allen C A Pereira

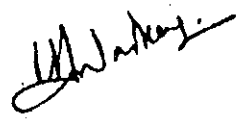
For Bank Karmachari Sena Mahasangh  
Sd/-  
(S/Shri)

Suchir Joshi



Umakant Kotnis

Rajan Tulsekar

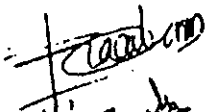


WITNESSES  
(S/Shri)

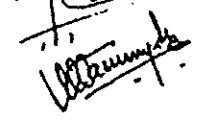
  
G Sankaranarayanan

  
Himadri Dutta

Baban Gaonkar



Uttam Yedav





## **SECTION II**

**Eighth Bipartite Settlement**

**dated**

**2<sup>nd</sup> June 2005**

**on**

**Wage Revision and other Service Conditions**

**of**

**Workmen**



## SECTION II : Eighth Bipartite Settlement

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**MEMORANDUM OF SETTLEMENT** dated 2nd June 2005 between the Managements of 50 Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees' Federation of India, Indian National Bank Employees' Federation and National Organisation of Bank Workers.

[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957]

Names of the Parties                      50 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers  
(Member Banks)

- 1) Shri A K Purwar
- 2) Dr. Dalbir Singh
- 3) Shri V P Shetty
- 4) Shri S C Basu
- 5) Shri M S Kapur
- 6) Shri M B N Rao
- 7) Dr. A K Khandelwal
- 8) Shri Ananthakrishna
- 9) Shri A Datta
- 10) Shri S A Farooqi
- 11) Shri A C Varma
- 12) Shri H N Sinor
- 13) Shri R Sivasankarababu

Duly authorised on behalf of the Indian Banks' Association

Representing the Workmen

- 1) Shri Rajen Nagar
- 2) Shri P N Tewari
- 3) Shri R D Trivedi
- 4) Shri Kamal Bhattacharya
- 5) Shri P D Singh
- 6) Shri C H Venkatachalam
- 7) Shri N K Gaur
- 8) Shri Ramanand
- 9) Shri Mahesh Mishra

- 10) Shri M Anjani
- 11) Shri B S Mulye
- 12) Shri B S Rambabu
- 13) Shri V K Sharma
- 14) Shri V J Johny
- 15) Shri Satish R Khanolkar
- 16) Mrs. Lalitha Joshi
- 17) Shri E Arunachalam

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri P K Patnaik
- 3) Shri Milind Nadkarni
- 4) Shri Umesh P Naik
- 5) Shri S A Kadri
- 6) Shri V K Gupta
- 7) Shri T Selvaraj
- 8) Shri Ananta Kalita
- 9) Shri R K Sharma
- 10) Shri S D Mishra
- 11) Shri Ashok Datta
- 12) Shri S Srinivasan
- 13) Shri U K Dash
- 14) Shri K K Khosla
- 15) Shri J N Singh
- 16) Shri P A Manjunatha
- 17) Shri P K Naramdeo
- 18) Shri P John Joseph

**National Confederation of Bank Employees**

- 1) Shri P S Pillai
- 2) Shri S Bardhan
- 3) Shri Pradip Biswas
- 4) Shri G M V Nayak
- 5) Shri M S N Rao
- 6) Shri P K Sarangi
- 7) Shri Uddhab Kakati
- 8) Shri B Prasad



**Bank Employees' Federation of India**

- 1) Shri Subhash S Sawant
- 2) Shri R Kunjithapatham
- 3) Shri S George Timothy
- 4) Shri Siddharatha Menon
- 5) Shri L N Tiwari
- 6) Shri O P Sharma
- 7) Shri Deba Priya De Sarkar
- 8) Shri Suresh Bani

**Indian National Bank Employees'  
Federation**

- 1) Shri V B Indurkar
- 2) Shri K R Poonja
- 3) Shri Mohan Kumtakar
- 4) Shri Dinesh Kulkarni
- 5) Shri A Srinivasa Alse
- 6) Shri Ramanath Kini
- 7) Shri Ashwani Kumar Rana
- 8) Shri Anil Mathur

**National Organisation of Bank Workers**

### SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule on 27<sup>th</sup> March 2000 and 10<sup>th</sup> April 2002, inter alia regarding various terms and conditions of their service. The Settlement dated 27<sup>th</sup> March 2000 was operational for a period of 5 years from 1<sup>st</sup> November 1997.
- (B) A Bipartite Settlement was signed between IBA and National Organisation of Bank Workers (NOBW) on 9<sup>th</sup> August 2002 whereby NOBW agreed not to seek re-opening of industry level settlements dated 27<sup>th</sup> March 2000 and 10<sup>th</sup> April 2002 and as such signed the Settlement dated 9<sup>th</sup> August 2002 on disciplinary action procedure for workmen.
- (C) A Bipartite Settlement was signed between IBA and Bank Employees' Federation of India (BEFI) on 24<sup>th</sup> October 2002 whereby BEFI agreed not to seek re-opening of the industry level settlements dated 27<sup>th</sup> March 2000 and 10<sup>th</sup> April 2002 and as such signed the settlement dated 24<sup>th</sup> October 2002 on disciplinary action and procedures therefor for workmen.
- (D) The AIBEA, NCBE, BEFI, INBEF and NOBW (hereafter jointly called the Unions) submitted their Charter of Demands on various dates between 10<sup>th</sup> June 2002 and 5<sup>th</sup> September 2002 for revision in wages and other service conditions of workmen to IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (E) Simultaneously, IBA also raised with the Unions, issues on behalf of the managements of banks concerned, to be discussed and settled with a view to improving efficiency of operations, customer service, utilization of manpower, discipline and maintaining harmonious industrial relations.
- (F) The parties initially agreed after negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be Rs.1,288 crores per annum including the cost of superannuation benefits and accordingly exchanged minutes on 23<sup>rd</sup> November 2004 at Mumbai. It is agreed that for the purpose of this settlement, the additional cost of pension be shared between the parties at the ratio as agreed and pension costed accordingly.

- (G) The Workmen Unions demanded one more option for pension considering the fact that many could not opt earlier for various reasons. IBA, however, reiterated its inability to extend the present pension scheme to those who had not opted for pension. However, both the parties agreed to discuss alternative proposals.
- (H) The parties thereafter negotiated the aforesaid demands and issues and have now reached an agreement as set out herein under in full satisfaction of their demands.
- (I) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

**NOW, IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as under:-

**TERMS OF THE SETTLEMENT  
GENERAL**

1. In respect of 50 Banks listed in Schedule 1 to this Memorandum of Settlement, except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19<sup>th</sup> October, 1966, 12<sup>th</sup> October, 1970, 23<sup>rd</sup> July, 1971, 8<sup>th</sup> November, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March, 2000 and 10<sup>th</sup> April, 2002 shall continue to govern the service conditions except to the extent the same are modified by this settlement.

2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31<sup>st</sup> March, 1967, 24<sup>th</sup> February, 1970, 15<sup>th</sup> September, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March, 2000, 10<sup>th</sup> April, 2002 and 22<sup>nd</sup> July 2003 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11<sup>th</sup> November, 1966, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March, 2000 and 10<sup>th</sup> April, 2002 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23<sup>rd</sup> December, 1966, 19<sup>th</sup> December, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March, 2000 and 10<sup>th</sup> April, 2002 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iv) In respect of Indian Overseas Bank, the provisions of the Awards as further modified by the Settlements dated 14<sup>th</sup> December, 1966, 17<sup>th</sup> December, 1970, 29<sup>th</sup> July, 1972, 23<sup>rd</sup> March, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November,

1997, 27<sup>th</sup> March, 2000 and 10<sup>th</sup> April 2002 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.

- (v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii), (iii) and (iv) above refer to settlements entered into between State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).
3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19<sup>th</sup> October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said settlements shall stand modified or superseded to the extent and in the manner detailed hereunder.
- (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force.

#### 4. Scales of Pay

In supersession of Clause 4 of Bipartite Settlement dated 27<sup>th</sup> March, 2000, with effect from 1<sup>st</sup> November, 2002 the scales of pay shall be as under:-

##### Clerical Staff

4410	$\frac{215}{3}$	5055	$\frac{335}{3}$	6060	$\frac{470}{4}$	7940	$\frac{500}{3}$
9440	$\frac{560}{4}$	11680	$\frac{970}{1}$	12650	$\frac{560}{1}$	13210	

##### Subordinate Staff

4060	$\frac{105}{2}$	4270	$\frac{115}{2}$	4500	$\frac{135}{2}$	4770	$\frac{165}{3}$
5265	$\frac{195}{4}$	6045	$\frac{235}{3}$	6750	$\frac{270}{3}$	7560	

**Note:**

- (a) Fitment in the new scales of pay shall be on a stage-to-stage basis.
- (b) There shall be no change in the dates of annual increments because of the fitment.

**5. Stagnation Increments**

In partial modification of Clause 5 of Bipartite Settlement dated 27<sup>th</sup> March, 2000 both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for six stagnation increments w.e.f. 1<sup>st</sup> November, 2002 at the rate and frequency as stated herein under:

The clerical and subordinate staff (including permanent part-time employees on scale wages) on reaching the maximum in their respective scales of pay, shall draw six stagnation increments at the rate of Rs. 560/- and Rs. 270/- each due under the settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid.

Provided that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of five stagnation increments shall be eligible for the sixth stagnation increment on 1<sup>st</sup> November, 2002 or three / two years respectively after receiving the fifth stagnation increment, whichever is later. In respect of employees who had received their fifth stagnation increment on and from 1<sup>st</sup> November, 1999, the sixth stagnation increment shall be released on and from 1<sup>st</sup> November, 2002.

**6. Definition of 'Pay'**

'Pay' for the purpose of D.A., HRA and superannuation benefits shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

**Note:**

The increment component of Fixed Personal Pay as given in column 2 of Schedule IV shall rank for superannuation benefits.

## **7. Dearness Allowance**

In substitution of Clause 7 of Bipartite Settlement dated 27<sup>th</sup> March 2000 with effect from 1<sup>st</sup> November 2002, the dearness allowance shall be payable as per the following rates:-

1. (i) **Subordinate Staff**

0.18% of 'pay'

(ii) **Clerical Staff**

(a) 0.18% of 'pay' upto Rs. 9,650/- plus

(b) 0.15% of 'pay' above Rs. 9,650/- and upto Rs.15,350/- plus

(c) 0.09% of 'pay' above Rs. 15,350/- and upto Rs.16,350/- plus

(d) 0.04% of 'pay' above Rs. 16,350/-

2. On and from 1<sup>st</sup> February 2005, Dearness Allowance shall be payable at 0.18% of Pay.

**Note:**

Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 2288 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960=100.

(a) It is clarified that there shall be no ceiling on Dearness Allowance.

(b) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.

(c) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

## **8. City Compensatory Allowance**

In substitution of Clause 8 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from 1<sup>st</sup> November 2002, the City Compensatory Allowance shall be payable as per the following rates:

A.	Clerical Staff	Rates
	(i) At the higher CCA Centres i.e. with population of over 12 lakhs including the State of Goa	4% of Basic Pay Minimum Rs.175/- p.m. Maximum Rs. 375/- p.m.
	(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	3% of Basic Pay Minimum Rs.145/- p.m. Maximum Rs.300/- p.m.
B.	Subordinate Staff	Rates
	(i) At the higher CCA Centres i.e. with population of over 12 lakhs including the State of Goa	4% of Basic Pay Maximum Rs.270/- p.m.
	(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	3% of Basic Pay Maximum Rs.190/- p.m.

**Note:** All other existing provisions relating to City Compensatory Allowance shall remain unchanged.



## 9. House Rent Allowance

In substitution of Clause 9 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from 1<sup>st</sup> November, 2002 the House Rent Allowance payable shall be as under:

	<b>Area</b>	<b>Rate as percentage of Pay [No Minimum/ No Maximum]</b>
(i)	Places with population of more than 45 lakhs	8.5
(ii)	Places with population of more than 12 lakhs	7.5
(iii)	Places with population of 2 lakhs and over [other than places in (i) and (ii) above] and State Capitals and Capitals of Union Territories.	6.5
(iv)	Places with population below 2 lakhs	6.0

**Note:** (1) Where quarters are provided, HRA shall not be payable and the rent to be recovered shall be 1% of the first stage of the Scales of Pay.

(2) All other existing provisions relating to House Rent Allowance shall remain unchanged.

## 10. Transport Allowance

In partial modification of Clause 10 of the Bipartite Settlement dated 27<sup>th</sup> March, 2000 Transport Allowance shall be paid @ Rs.105/- per month with effect from 1<sup>st</sup> November, 2002.

**Note:**

- (i) All permanent part time employees including those on probation and drawing scale wages shall be paid transport allowance on pro rata basis.
- (ii) This provision by itself will not preclude the payment of any existing allowance of this nature paid as a result of Government guidelines/bank level settlements.

**11. Special Pay**

- (1) In supersession of Clause 11 of the Bipartite Settlement dated 27<sup>th</sup> March, 2000, with effect from 1<sup>st</sup> November 2002.
  - (i) The Special Pay payable to the clerical staff and subordinate staff in banks other than State Bank of India, shall be as mentioned under Part-A in Schedule II to this Settlement.
  - (ii) The duties and responsibilities as improved or retained as they are and attracting Special Pay in banks other than State Bank of India shall be as set out in Schedule III and shall be in partial modification of Schedule III to the Bipartite Settlements dated 17<sup>th</sup> September 1984 and 14<sup>th</sup> February 1995.
  - (iii) Posts attracting Special Pay as listed in Schedule II to the Bipartite Settlement dated 27<sup>th</sup> March 2000 and which do not find a mention in Part A of Schedule II to this Settlement shall stand discontinued. Present incumbents in these posts (other than those who are on locum tenens basis) shall continue to perform functions attached to such posts (as detailed in Schedule III to Bipartite Settlements dated 17<sup>th</sup> September 1984 and 14<sup>th</sup> February 1995) if such functions are required to be performed or else their services shall be utilised for performing such other duties of the cadre as per requirement and they will draw special pay as mentioned in Part-B of Schedule II to this Settlement. Once such an employee is promoted or is assigned duties of a higher

nature or is retired or ceased to be in service for any reason whatsoever or is divested of the function of the post in accordance with the provisions in the Bipartite Settlements, there shall not be any further appointment / entrustment to that post.

- (iv) In all other aspects, the general rules and provisions contained in Chapter V of the Bipartite Settlement dated 19<sup>th</sup> October 1966 relating to special pay carrying posts, as modified from time-to-time, shall continue to apply.
  - (v) Graduation Pay and Professional Qualification Pay payable to the clerical staff in banks shall be as mentioned in Part 'C' of Schedule II to this Settlement.
  - (vi) The special pay, graduation pay and professional qualification pay as mentioned in Schedule II shall rank for superannuation benefits.
  - (vii) The rates of Special Pay and the duties of Special Pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level.
- (2) In partial modification of Part II of clause 23 of the Bipartite Settlement dated 12<sup>th</sup> October 1970, a member of the non-subordinate cadre acquiring a Graduate/National Diploma in Commerce or a JAIIB/CAIIB (either or both parts) qualification/s at a time when he/she does not have the requisite number of increments in the scale to be earned as advance increments shall in the first instance be released increments for such qualification/s acquired to the extent available in the scale and in lieu of the remaining increment(s) not available for being so released as advance increments be granted / released the first instalment of Graduation Pay or PQP, as the case may be. Release of subsequent instalments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided that in the case of an employee acquiring such qualifications after reaching the maximum of the scale of pay, he shall be granted from the date of acquiring such qualification the first instalment of Graduation Pay or PQP, as the case may be and the release of subsequent instalments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided further that in a case where the employee as on the date of this settlement, has already acquired any of the said qualifications and has not earned any increment or Graduation Pay / Professional Qualification Pay on account of acquiring such qualification, he may be, with effect from 1<sup>st</sup> November 2002 or the date of acquiring any of the said qualifications, whichever is later, released increment/s or Graduation Pay / PQP as provided herein above.

## 12. Hill and Fuel Allowance

In partial modification of Clause 15(a) of the Bipartite Settlement dated 10<sup>th</sup> April 1989 and Clause 12 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1<sup>st</sup> November 2002.

a.	At places situated at a height of 3000 metres and above	8% of pay (Max. Rs.950/-p.m.)
b.	At places situated at a height of and over 1500 metres but below 3000 metres	4% of pay (Max. Rs.375/-p.m.)
c.	At places situated at a height of over 1000 metres but less than 1500 metres and Mercara Town	3% of pay (Max. Rs.300/-p.m.)

*Note: All other existing provisions shall remain unchanged.*

**13. Fixed Personal Pay**

In partial modification of Clause XIV of the Bipartite Settlement dated 29<sup>th</sup> October 1993 and Clause 13 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, the Fixed Personal Pay shall be revised with effect from 1<sup>st</sup> November 2002 as per Schedule IV.

**14. Payment of Overtime Allowance**

The overtime allowance paid to the employees for the overtime work performed upto the date of this settlement shall not be recalculated on account of this Settlement.

**15. Provident Fund**

In supersession of Clause 15 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, w.e.f. 1<sup>st</sup> November 2002, the rate of Provident Fund shall be at 10% of Pay.

**16. Pension (in Banks other than State Bank of India)**

In respect of an employee other than the employee in State Bank of India, who is a member of the Pension Fund, who retires or dies while in service or otherwise ceases to be in employment on or after the 1<sup>st</sup> May 2005, 'Pay' for the purpose of pension shall be the pay as in clause 6 of this settlement. This shall be subject to the necessary amendments to be made to the relevant provisions of Bank (Employees') Pension Regulations, 1995.

*Note: The Bank (Employees') Pension Regulations, 1995 does not apply to the employees of State Bank of India.*

**17. Medical Aid**

In substitution of Clause 17 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from 1<sup>st</sup> November 2002, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of Rs.1,500/- per annum.

For the year 2002, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December 2002.

## 18. Definition of 'Family'

- a. In supersession of para 5 of the Bipartite Settlement dated 5<sup>th</sup> January 1987, for the purpose of medical facilities and for the purpose of leave fare concession, the expression 'family' of an employee shall mean the employee's spouse, wholly dependent unmarried children (including step children and legally adopted children) as also parents ordinarily residing with and wholly dependent on the employee.
- b. The term wholly dependent child/parent shall mean such member of the family having a monthly income not exceeding Rs. 2,550/- p.m.  
If the income of one of the parents exceeds Rs. 2,550/- p.m. or the aggregate income of both the parents exceeds Rs. 2,550/- p.m. both the parents shall not be considered as wholly dependent on the employee.
- c. A married female employee may include her natural parents or parents-in-law under the definition of family – but not both – provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

## 19. Leave Fare Concession

- (i) In supersession of Paragraph 6(i) of Bipartite Settlement dated 16<sup>th</sup> July 1991 and Paragraph 2(iii) of Bipartite Settlement dated 28<sup>th</sup> November 1997, w.e.f. the date of this Settlement, leave fare concession payable will be the actual return railway fare or steamer fare incurred by the workman and members of his family subject to the following :
  - a) For availment of leave fare concession under a 2 year block for visit to any place within India, the maximum permissible distance shall be 2250 km. for subordinate staff and 1750 km. for non-subordinate staff.
  - b) For availment of leave fare concession under a 4 year block for visit to any place in India, the maximum permissible distance shall be 4500 km. for subordinate staff and 3500 km. for non-subordinate staff.

- (ii) In supersession of Paragraph 10.3 of Bipartite Settlement dated 19th October 1966, Paragraph X(2) of Bipartite Settlement dated 17<sup>th</sup> September 1984, Paragraph 2 of the Bipartite Settlement dated 28<sup>th</sup> November 1997 and in partial modification of Paragraph 23(v) of Bipartite Settlement dated 31<sup>st</sup> October 1979, the class of fare to which the workman and the members of his family would be entitled, shall be as follows :

**Subordinate Staff :**

Sleeper class fare for the journey by mail/express train.

**Non-subordinate Staff :**

First class fare for the journey by mail/express train.

Provided where the employee and/or members of his family travel actually by AC-II Tier class by mail/express train (including Rajdhani and Shatabdi Express trains), the employee will be reimbursed the actual AC-II tier class fare incurred for the admissible distance.

Provided further that where the employee and / or members of his family undertake travel by air either to his place of domicile or to any other place for rest and recuperation within India, he shall be entitled to be reimbursed the actual air fare so incurred or the AC-II Tier class fare by train by a direct route in case of travel to place of domicile or to the extent of the maximum admissible distance in case of travel to any other place for rest and recuperation, whichever is less.

- (iii) In supersession of Paragraph 6(v) of the Bipartite Settlement dated 16<sup>th</sup> July 1991 and in partial modification of Paragraph 19 of Bipartite Settlement dated 27<sup>th</sup> March 2000, an employee and/or members of his family, when availing leave fare concession may undertake travel by any mode of surface transport between places not connected by train or partly connected by train and the employee will be eligible to claim in respect of such journey his actual expenditure or the notional train fare by the entitled class for the distance so travelled, whichever is less, within his overall entitlement.

For the purpose of this sub-clause travel by any approved mode of surface transport would mean such travel undertaken through any public transport or transport (including taxi) operated by agencies / tour operators approved by appropriate Government authorities.

- (iv) By exercising an option anytime during a block of 2 years or 4 years, as the case may be, an employee can either undertake travel availing of leave fare concession and claim reimbursement upto his entitlement or to encash the facility for the concerned block. The option so exercised shall be irrevocable for the block concerned. On opting to encash the facility, he will be entitled to receive a lump sum equivalent to 75% of notional train fare for the admissible distance (depending on a 2 year or 4 year block) by the entitled class, subject to deduction of admissible tax at source. Leave Fare Concession for travel to place of domicile is not encashable. An employee opting to encash his LTC shall prefer the claim for himself and his family members only once during the block / term in which such encashment is availed of. The facility of encashment of privilege leave while availing of Leave Fare Concession is also available while encashing the facility of LFC.

Provided, however that an employee so encashing the facility of leave fare concession shall proceed on leave for a minimum period of 4 days.

## **20. Hospitalisation**

In substitution of Clause 18 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from the date of this Settlement, the reimbursement of hospitalisation expenses shall be as detailed in Schedule V to this Settlement.

## **21. Part-Time Employees**

- a) In substitution of Clause 20(i) of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from 1<sup>st</sup> November 2002, Part-Time employees who are members of the subordinate staff and whose normal working hours per week are as given below shall be paid consolidated wages as under :
- |  |   |   |
|--|---|---|
| a. Upto 3 hours                            | : | at bank's discretion with a minimum of Rs. 750/- p.m. |
| b. More than 3 hours but less than 6 hours | : | at bank's discretion with minimum of Rs. 1,050/- p.m. |



**22. Compensation for losses due to breakage or damage to goods on Transfer**

In supersession of Clause 28 of Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from the date of this Settlement compensation on transfer, shall be as under:-

- a. Where an employee produces receipts or a statement of loss in respect of breakages subject to a maximum of –

Clerical Staff : Rs. 900/-

Subordinate Staff : Rs. 600/-

- b. Where no receipts/statement of loss are produced a lumpsum payment of –

Clerical Staff : Rs.600/-

Subordinate Staff : Rs.450/-

**23. Halting Allowance**

In modification of Clause 23 of the Bipartite Settlement dated 27<sup>th</sup> March 2000, with effect from the date of this Settlement halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters :

	<b>Higher CCA Centres</b>	<b>Lower CCA Centres</b>	<b>Non CCA Centres</b>
Clerical Staff	Rs.400/- per diem	Rs.300/- per diem	Rs.250/- per diem
Subordinate Staff	Rs.300/- per diem	Rs.200/- per diem	Rs.150/- per diem

**24. Washing Allowance**

In supersession of clause 9 of Bipartite Settlement dated 10/04/1989 and Clause 21 of Bipartite Settlement dated 27/03/2000, w.e.f. 1<sup>st</sup> August 2004, washing allowance shall be payable at Rs.75/- p.m., where the washing of livery is not arranged by the bank.

**25. Cycle Allowance**

In supersession of clause 22 of Bipartite Settlement dated 27/03/2000, w.e.f. 1<sup>st</sup> November 2002, cycle allowance is payable to the members of the subordinate staff who are required to use a cycle on regular assignment for outdoor duties at Rs.60/- p.m. at all centers.

Cycle allowance would not be paid to a workman member of the subordinate staff entitled to the allowance for the period of leave where such leave exceeds 30 days.

**26. Split Duty Allowance**

In partial modification of clause 4 of the Bipartite Settlement dated 28/11/1997 and clause 24 of the Bipartite Settlement dated 27/03/2000, w.e.f. 1<sup>st</sup> November 2002, Split Duty Allowance shall be payable at all centers at Rs.90/- p.m.

**27. Project Area Compensatory Allowance**

In partial modification of clause 12 of the Bipartite Settlement dated 31/10/1979 and Clause 3 of the Bipartite Settlement dated 28/11/1997, w.e.f. 1<sup>st</sup> November 2002, workmen in project areas shall be paid a project area compensatory allowance as under :

- (i) Project Area Group 'A'
  - Clerical Staff – Rs.150/- p.m.
  - Sub-Staff – Rs.130/- p.m.
- (ii) Project Area Group 'B'
  - Clerical Staff – Rs.130/- p.m.
  - Sub-Staff – Rs.110/- p.m.

**28. Special Area Allowance**

In supersession of all earlier provisions relating to Special Area Allowance, w.e.f. 1<sup>st</sup> November 2002, Special Area Allowance shall be payable at places specified in column 2 of the Schedule VII hereto, as per the quantum indicated

in column 3 thereof against each such place subject to the condition that if at any of the places mentioned in column 2 of Schedule VII hereto, Hill and Fuel Allowance is payable in terms of this Settlement, then at such places only higher of the two allowances shall be payable.

**29. Officiating Pay**

In partial modification of paragraph III (f) of Bipartite Settlement dated 8<sup>th</sup> November 1973, if a workman other than subordinate staff officiates in a post in higher cadre either for a continuous period of 7 days or more or an aggregate of 7 days in a calendar month, he shall be paid with effect from 1<sup>st</sup> June 2005 officiating pay at the rates laid down in Clauses 9.11 (a)(i) or 9.11(a)(ii) of the Bipartite Settlement dated 19<sup>th</sup> October 1966.

**30. Reimbursement of expenses on Road Travel**

In substitution of clause 19 of Bipartite Settlement dated 27/03/2000, w.e.f. the date of this Settlement, where an employee has to travel on duty / LFC between two places not connected or partially connected by rail or steamer, he shall be reimbursed actual road mileage cost or at Rs.2/- per k.m., whichever is less.

**31. Computerisation/Mechanisation and Technological upgradation**

In supersession of all subsisting industry level settlements relating to Computerisation and Mechanisation for the time being in force it is hereby agreed between the parties as follows:

- a. In the matter of computerisation of banks' business and technological upgradation of its operations, banks may decide on the level, type, scope and extent of application, function and location of state-of-the-art technology and equipments to the extent necessary.
- b. Arising out of business process re-engineering necessitated by introduction of state-of-the-art technology and equipments, banks may redesign and assign role, duties and responsibilities to their staff within the provisions of the settlement.

- c. Banks may utilise the services of staff for marketing and selling of different products of Banks / their subsidiaries / joint ventures or any other product of any agency / entity with whom the banks may have arrangements, based on their business needs and requirements.
- d. Banks may acquire/modify/change or discontinue businesses and business processes, wherever necessary.
- e. Banks may, arising out of technology, review the existing jobs, and work processes, systems and procedures and re-engineer them.
- f. Banks may switch to the single window and such other system of operations wherever so decided.
- g. Banks may adopt new systems and procedures which are demanded/ facilitated by latest technology solutions such as networking of branches and centralised accounting, shared operations centres, call centres, processing centres, acting on electronically communicated messages, dependence on digital/electronic signatures and the like.
- h. While it shall be the banks' endeavour to retrain/re-skill staff and to develop in-house competencies, they may outsource IT and its related activities in respect of specialised areas where in-house capability is not available.
- i. The selection and/or placement of staff for work to make the fullest and most efficient use of the computerised systems/ devices/ equipments etc. will be based on combination of skill tests, aptitude test, hands-on test and suitability, to be determined by the bank.
- j. The bank may, depending upon its requirements, resort to round-the-clock and seven-days-a-week working and staggering of working hours at its branches/offices/service units.
- k. It is clarified that the Computer Operators may be assigned any other routine duties of their cadre as already provided in subsisting Bipartite Settlements.
- l. Where a female operator who is in the family way desires to discontinue working on computer during the period of her pregnancy, she will be exempted at her written request from operating the computer. The special

pay shall not be paid to her for the period during which she is on duty but exempted from operating the computer, but shall be paid during the period of her leave of any kind subject to her acceptance to perform duties as Computer Operator on resumption.

- m. There will be no retrenchment on account of computerisation. Staff displaced at a centre/ place as a result of computerisation / mechanisation shall be deployed in terms of this settlement.

**Note:**

In case of State Bank of India, the extant provisions of Settlement dated 22<sup>nd</sup> July 2003 arrived at Bank level with the All India State Bank of India Staff Federation on **Technology, Redeployment / Transfer of Staff and Other Issues** shall remain unchanged and shall remain operative.

### **32. Deployment of Staff**

In continuation of clause 32 of 7<sup>th</sup> Bipartite Settlement dated 27<sup>th</sup> March 2000, it is agreed between the parties that deployment of non-subordinate staff in banks which are parties to this settlement shall be in accordance to the terms and conditions set forth in Schedule VI to this Settlement.

**Note:**

In case of State Bank of India, the extant provisions of Settlement dated 22<sup>nd</sup> July 2003 arrived at Bank level with the All India State Bank of India Staff Federation on **Technology, Redeployment / Transfer of Staff and Other Issues** shall remain unchanged and shall remain operative.

### **33. Voluntary Cessation of Employment**

- (i) When an employee absents himself from work for a period of 90 or more consecutive days without prior sanction from the Competent Authority or beyond the period of leave sanctioned originally including any extension thereof or when there is satisfactory evidence that he has taken up employment in India or outside, the management at any time thereafter may give a notice to the employee at his last known address as recorded with the Bank calling upon him to report for work within 30 days of the date of notice.

Unless the employee reports for work within 30 days of the notice or gives an explanation for his absence within the period of 30 days satisfying the management inter alia that he has not taken up another employment or avocation, the employee shall be given a further notice to report for work within 30 days of the notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post.

In the event of the employee submitting a satisfactory reply, he shall be permitted to report for work thereafter within 30 days from the date of expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules/conditions of service.

If the employee fails to report for work within this 30 days period then he shall be given a final notice to report for work within 30 days of this notice failing which the employee will be deemed to have voluntarily vacated his employment on the expiry of the said notice and advised accordingly by registered post.

- (ii) If an employee again absents himself for the second time within a period of 30 days without submitting any application and obtaining sanction thereof, after reporting for duty in response to the first notice given after 90 days' of absence or within the 30 days' period granted to him for reporting to work on his submitting a satisfactory reply to the first notice, a further notice shall be given after 30 days of such absence giving him 30 days' time to report. If he fails to report for work or reports for work in response to the notice but absents himself a third time from work within a period of 30 days without prior sanction, his name shall be struck off from the rolls of the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.
- (iii) Any notice under this clause shall be in a language understood by the employee concerned. The notice shall be sent to him by registered post with acknowledgement due. Where the notice under this clause is sent to the employee by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same shall be deemed as good and proper service.

### **34. Graduation Pay**

Non-Subordinate employee who acquires graduation / post graduation qualification from Universities/Open Universities which are recognised by the University Grants Commission will be considered as having acquired graduate qualification and would be eligible for being granted the two additional increments for graduation or graduation pay, as the case may be, as provided hereinabove subject however to the following conditions :

- (i) Employees who registered under the Graduation / Post-Graduation courses of Open University have either passed the foundation course or attended the Bachelor's Preparatory Programme; and
- (ii) They pursue the same course and take the same examination as the formal stream students.

This provision shall take effect from the date of the Settlement.

### **35. Special leave**

In supersession of para 13.39 of the 1<sup>st</sup> Bipartite Settlement dated 19/10/1966, with effect from the date of the Settlement, Special leave will be allowed to certain employees for attending meetings and conferences of trade unions of bank employees as provided below:

- |  |                                     |
|--|-------------------------------------|
| a. Principal Office Bearers of All India Workmen Unions/ Associations subject to a maximum of-   | Upto 21 days<br>in a calendar year. |
| i. 20 such members in the case of unions having more than 25% membership.                        |                                     |
| ii. 15 such members in the case of unions having less than 25% membership.                       |                                     |
| b. Central Committee Members of All India Workmen Unions/ Associations subject to a maximum of – | Upto 17 days<br>in a calendar year. |
| i. 40 such members in the case of unions having more than 25% membership.                        |                                     |
| ii. 30 such members in the case of unions having less than 25% membership.                       |                                     |

- c. Office Bearers of the Executive Committee of the State or Regional Level Units of All India Workmen Unions/ Associations subject to a maximum of- Upto 7days in a calendar year.
- (i) 20 such members in the case of unions having more than 25% membership.
  - (ii) 15 such members in the case of unions having less than 25% membership.

The benefit of special leave as above shall be available only to those office bearers nominated for the purpose by the All India Workmen Unions/ Associations who are parties to the Settlement and signing it.

**36. Special Provision for State Bank of India**

- (i) The provisions of Settlements dated 30<sup>th</sup> January 1995 and 22<sup>nd</sup> July 2003 relating to Special Compensatory Allowance (SCA) as prevailing in the Bank shall be continued unchanged.
- (ii) Special compensatory provisions in respect of State Bank of India as in bank level settlements may be reviewed and settled at bank level.

**37. General Provisions**

- (i) In supersession of clause 22(c) of Bipartite Settlement dated 10<sup>th</sup> April 1989, watch and ward staff and employees manning installations which require round-the-clock maintenance and surveillance on duty on days of agitation / strike action are exempt from participating in such action.
- (ii) A member of the award staff shall submit details regarding his assets and liabilities to the bank as and when sought for. Failure to do so shall be treated as a gross misconduct.

**38. Implementation**

- (i) The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.



<u>Provision</u>	<u>w.e.f.</u>
1. Scales of Pay, 6 <sup>th</sup> Stagnation Increment, slab rate Dearness Allowance, Special Pay and consolidated wages to part time employees working less than 6 hours per week.	1 <sup>st</sup> November 2002
2. Dearness Allowance – Single Slab Rate (i.e. 0.18% of Pay)	1 <sup>st</sup> February 2005
3. Professional Qualification Pay, House Rent Allowance, City Compensatory Allowance, Provident Fund and Gratuity, Recovery of House Rent, Fixed Personal Pay, Hill & Fuel Allowance, Transport Allowance, Annual Medical Aid, Special Area Allowance, Project Area Allowance, Split Duty Allowance, Cycle Allowance.	1 <sup>st</sup> November 2002
4. Pension	1 <sup>st</sup> May 2005
5. Hospitalisation Expenses, Halting Allowance, Compensation of losses on Transfer, Expenses on Road Travel, LFC and Overtime Allowance	Date of Settlement
6. Washing Allowance	1 <sup>st</sup> August 2004
7. All other items agreed to but not covered by the above Clauses.	Date of Settlement

### **39. Date of Effect and Operation**

- i. This Settlement shall be binding on the parties for five years from 1.11.2002.
- ii. The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

- iii. The AIBEA, NCBE, BEFI, INBEF and NOBW on behalf of the workmen agree that during the operation of this Settlement the workmen will not for any reason whatsoever, raise any demand of any nature whatsoever on any of the banks in respect of matters, monetary or otherwise, covered by this Memorandum of Settlement.
- iv. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

#### **40. Interpretation**

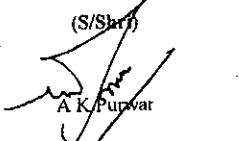

If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association, the All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the Indian National Bank Employees' Federation and the National Organisation of Bank Workers, for discussion and settlement.

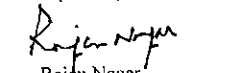
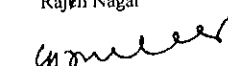
Indian Banks' Association

All India Bank Employees' Association

(S/Shri)

(S/Shri)

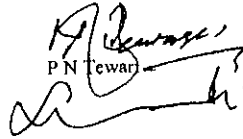
  
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Dr. Dalbir Singh

  
Rajen Nagar  
  
C H Venkatachalam

  
V P Shetty

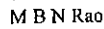
  
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S C Basti

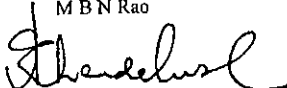
  
P N Tewari

  
M S Kapur

  
R D Trivedi

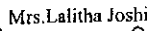
  
M B N Rao

  
Kamal Bhattacharya


  
Dr. A K Khandelwal

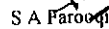
  
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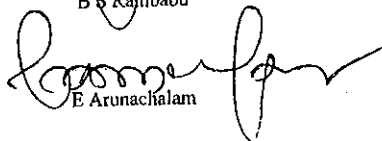
  
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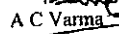
  
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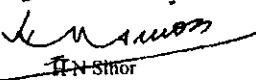
  
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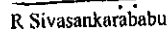
  
B S Rambabu

  
S A Farooq

  
E Arunachalam

  
A C Varma

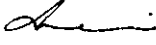
  
H N Sitor

  
R Sivasankarababu

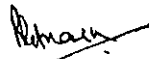
  
G Sankaranarayanan

**National Confederation of Bank Employees**

(S/Shri)



L. Balasubramanian



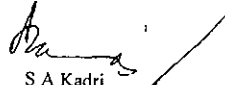
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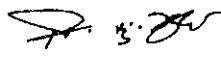
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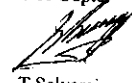
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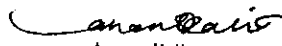
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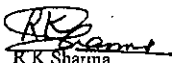
V. K. Gupta



T. Selvaraj



Ananta Kalita



R. K. Shatma



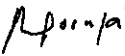
S. D. Mishra

**National Organisation of Bank Workers**

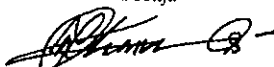
(S/Shri)



V. B. Indurkar



K. R. Poonja



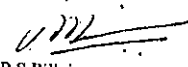
Mohan Kumtakar



Dinesh Kulkarni

**Bank Employees' Federation of India**

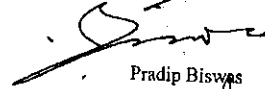
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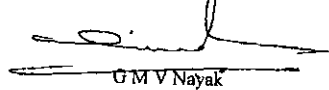
P. S. Pillai



S. Bhardan



Pradip Biswas



G. M. V. Nayak

**Indian National Bank Employees' Federation**

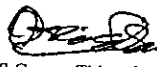
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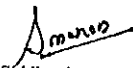
Subhash S. Sawant



R. Kunjithapatham



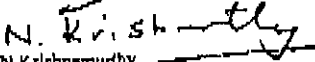
S. George Timothy




Siddhartha Menon

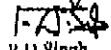
WITNESSES  
(3/Shri)

  
Himadri Datta

  
N. Krishnamurthy

  
B. S. Mulye


  
M. Arun


  
P. D. Singh

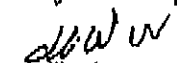
  
Ashok Datta


  
S. Sriprasad


  
U. K. Datta

  
M. N. Rao

  
P. R. Sarangi

  
L. N. Tiwari

  
O. P. Sharma

  
A. Srinivasa Aise

  
Ramakrishna Kini

- CC (10): 1. Assistant Labour Commissioner (Central)  
2. Regional Labour Commissioner (Central)  
3. Chief Labour Commissioner (Central), New Delhi  
4. The Secretary to the Government of India,  
Ministry of Labour, New Delhi.

## SCHEDULE-I

### LIST OF BANKS TO BIPARTITE SETTLEMENT

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab & Sind Bank
14. Punjab National Bank
15. Syndicate Bank
16. UCO Bank
17. Union Bank of India
18. United Bank of India
19. Vijaya Bank
20. State Bank of India
21. State Bank of Bikaner & Jaipur
22. State Bank of Hyderabad
23. State Bank of Indore
24. State Bank of Mysore
25. State Bank of Patiala
26. State Bank of Saurashtra
27. State Bank of Travancore
28. The Bank of Rajasthan Ltd.
29. Bharat Overseas Bank Ltd.
30. The Dhanalakshmi Bank Ltd.

31. The Federal Bank Ltd.
32. The Jammu & Kashmir Bank Ltd.
33. Karnataka Bank Ltd.
34. The Karur Vysya Bank Ltd.
35. The Lakshmi Vilas Bank Ltd.
36. Lord Krishna Bank Ltd.
37. The Nainital Bank Ltd.
38. The Ratnakar Bank Ltd.
39. The Sangli Bank Ltd.
40. The South Indian Bank Ltd.
41. ING Vysya Bank Ltd.
42. ABN-AMRO Bank, N.V.
43. American Express Bank Ltd.
44. Bank of America NA
45. The Bank of Tokyo-Mitsubishi Ltd.
46. BNP Paribas
47. Citibank, N.A.
48. Hongkong and Shanghai Banking Corpn. Ltd.
49. Sonali Bank
50. Standard Chartered Bank

**SCHEDULE-II****SPECIAL PAY****PART A****For Clerical Staff**

<b>Sr.No.</b>	<b>Post</b>	<b>Amount of Special Pay (Rs.)</b>
1.	Telephone Operator	155
2.	Audit Clerks – Category 'A' Category 'B'	260 490
3.	Agricultural Assistant	370
4.	Teller	840
5.	Stenographer	745
6.	Asstt.Head Cashier	475
7.	Head Cashier – I	925
8.	Head Cashier - II	1300
9.	Special Assistant	1600
10.	Computer Operator - A	910
11.	Computer Operator – B (with passing powers)	1100

- Note:** 1. In the case of Special Assistant, the Special Pay payable for the period 1<sup>st</sup> November 2002 to the date of the Settlement shall be Rs.1,400/- p.m. and thereafter Rs.1,600/- p.m.
2. Erstwhile Teller Category 'B', Assistant Head Cashier – Units of 5 and above, Head Cashier Category 'D' and Head Cashier Category 'E' shall now be termed /named as Teller, Assistant Head Cashier, Head Cashier – I and Head Cashier - II respectively.



**For Subordinate Staff**

<b>Sr.No.</b>	<b>Post</b>	<b>Amount of Special Pay (Rs.)</b>
1	Liftman	255
2	Cash Peon	255
3	Watchman	255
4	Armed Guard	430
5	Daftary	505
6	Head Peon	580
7	Electrician / AC Plant Helper	1170
8	Driver	1320
9	Head Messenger in IOB	990

**SPECIAL PAY  
PART B**

**For Clerical Staff**

Sr.No.	Post	Amount of Special Pay (Rs.)
1	Relieving Telephone Operator	80
2	Comptist	305
3	Telex Operator	385
4	Teller – Category ‘A’	500
5	Punch Card Operator	425
6	Accounting Machine Operator	660
7	IBM / ICT Machine Operator	745
8	Head Clerk	745
9	Assistant Head Cashier – Units of 4 clerks and below	330
10	Cashier-in-charge of cash in Pay offices or branch	500
11	Head Cashier – Category ‘A’ – Units of 5 clerks and above – Units of 4 clerks and below	660 500
12	Head Cashier – Category ‘B’ – Units of 5 clerks and above – Units of 4 clerks and below	745 595
13	Head Cashier – Category ‘C’	835
14	Data Entry Operator	630
15	Encoder Operator	540
16	Advanced Ledger Posting Machine Operator / Advanced Electronic Accounting Machine Operator	770

**For Subordinate Staff**

1	Cyclostyle Machine Operator	205
2	Relieving Liftman	155
3	Bill Collector	430

## PART C

### GRADUATION PAY/ PROFESSIONAL QUALIFICATION PAY

For those workmen who hereafter reach or have already reached 20<sup>th</sup> stage of the scale and have got increments in consideration of educational qualification(s), Graduation Pay/ Professional Qualification Pay shall be payable as under:

1. Those who are graduates and/or NDC -  
Rs. 180/- p.m. after they complete 1 year  
Rs. 360/- p.m. after they complete 2 years
2. Those who have passes JAIIB or Part I of CAIB/CAIIB-  
Rs.180/- p.m. after they complete 1 year
3. Those who have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB -  
Rs. 180/- p.m. after they complete 1 year  
Rs. 360/- p.m. after they complete 2 years  
Rs. 540/- p.m. after they complete 3 years
4. Those who are graduates/NDC and have passed JAIIB or Part I of CAIB/ CAIIB -  
Rs. 180/- p.m. after they complete 1 year  
Rs. 360/- p.m. after they complete 2 years  
Rs. 540/- p.m. after they complete 3 years
5. Those who are graduates/NDC and have passed JAIIB or Both Parts of CAIB/ CAIIB -  
Rs. 180/- p.m. after they complete 1 year  
Rs. 360/- p.m. after they complete 2 years  
Rs. 540/- p.m. after they complete 3 years  
Rs. 720/- p.m. after they complete 4 years  
Rs. 900/- p.m. after they complete 5 years.

***Note: Refer to Clause 11(2) of this Settlement.***

## SCHEDULE - III

### SPECIAL PAY DUTIES

The Special pay duties do not include the routine duties of the cadre (clerical/subordinate) which a workman has to normally perform; but merely refer to those special allowance duties which if performed in addition to the routine duties will entitle a workman to a special pay on the terms and conditions provided in Chapter V of the First Bipartite Settlement as modified.

For removal of doubts it is clarified that the workman entrusted with duties attracting special pay can be required to perform routine duties of his cadre and that the following duties shall inter alia form part of the normal duties of the clerical cadre and for performance of those duties no special pay shall be payable:

- (i) Acknowledgements of inward mail received.
- (ii) Receipt of cheques, drafts, dividend warrants, pay orders and other like instruments other than bills and giving acknowledgements in the counterfoil.
- (iii) Delivery of cheque books subject to authorisation by competent authority.
- (iv) Issue of cash receipts.
- (v) Issue of E.S.I. stamps wherever applicable or may become applicable.
- (vi) Recounting of currency notes by cash department staff.
- (vii) Ensuring the proper contents in covers and envelopes including registered ones before dispatch.

**DUTIES OF SPECIAL PAY CARRYING  
POSITIONS IN CLERICAL CADRE**

<b>POSTS</b>	<b>DUTIES</b>
Telephone Operators	Their work involves operating a Telephone PBX/EAPBX Board with a minimum of three external lines on regular assignment.
Audit Clerks – Category ‘A’	<p>Clerks in the Internal Audit Department whose work involves audit checking of completed vouchers, entries, statements, balances, books of accounts, etc. with a view to confirming their correctness and ascertaining whether office procedures and rules are being correctly followed. The irregularities detected by them are reported to the head of the Audit Department and/or his immediate superior, who is responsible for taking necessary action.</p> <p>(Note: checking of returns and statements from branches by other than Internal Audit Department clerks would not be covered by ‘audit checking’).</p>
Audit Clerks – Category ‘B’	<p>Audit clerks category ‘B’ would be audit clerks attached to inspectors on tours and will perform all routine checking functions and generally assist the inspector in the functions including preparation and typing of reports. Their duties include:</p> <ol style="list-style-type: none"> <li>1. Assisting in the counting of cash balances, securities, etc. in the presence of the inspecting officials;</li> <li>2. Assisting the inspecting officers in checking the quantities and values of the securities charged to the bank;</li> <li>3. Checking the balancing of various deposit account ledgers and verifying the outstandings in inter-branch/sub-office(s) items-in-transit, suspense sundry deposits, drafts payable, term deposits and deposits at call accounts;</li> </ol>

	<p>4. Checking items of stationery and marking off vouchers and acknowledgements and assisting in the examination of vouchers other than those of inter-branch/sub-office(s) items-in-transit, suspense charges, sundry deposits and stationery accounts;</p> <p>5. Assisting in preparing the audit returns/reports and typing and generally assisting the inspecting officer in his functions as may be required.</p>
Tellers	Passing and cash payment of all cheques/ withdrawal forms/ travellers' cheques/ gift cheques/demand drafts/pay orders/ bank orders, etc. upto and including Rs.10,000/-. Receipt of cash and issuance of pre-signed drafts/gift cheques/ travellers' cheques/pay orders/bank orders, etc. both against cash and transfer upto and inclusive of Rs.15,000/-.
Stenographers	Employees required to take dictation in shorthand and/or type letters, statements, documents, etc. and attend to secretarial work.
Assistant Head Cashiers	Their job is to assist the head cashier in looking after and checking the work of clerks in the cash department.
Head Cashier-I	<p>Their duties involve :</p> <ol style="list-style-type: none"> <li>1. Holding the bank's cash, key and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department;</li> <li>2. Opinion compilation;</li> <li>3. Verification of vernacular signatures/ endorsements;</li> <li>4. Countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts, etc.</li> <li>5. Attending to Government Treasury work.</li> <li>6. In banks where the practice of discharging bills/hundies, for payment received only, is in existence, it may be continued to be done by this category.</li> </ol>

Head Cashier II	<p>Their duties involve :</p> <ol style="list-style-type: none"> <li>1. Holding the bank's cash, key and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department;</li> <li>2. Opinion compilation;</li> <li>3. Verification of vernacular signatures/ endorsements;</li> <li>4. Countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts, etc.</li> <li>5. Attending to Government Treasury work;</li> <li>6. Discharging/endorsing bills, cheques, etc.;</li> <li>7. Being in charge of clearing and godown departments, etc.;</li> <li>8. Passing independently clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs.50,000/- and cash vouchers upto Rs.50,000/- jointly with an authorized person.</li> </ol>
Special Assistants	<p>Special Assistants will be accountable and responsible for running of the department/section under them and their duties will involve looking after and checking the work of other clerk or clerks and substaff and will include:</p> <ol style="list-style-type: none"> <li>1) Passing independently, manually or online, cash instruments upto Rs. 35,000/- and clearing and transfer cheques vouchers etc., (whether credits or debits) upto and including Rs. 1,50,000/-. Passing will include verification of signatures and scrutiny as to the correctness of endorsements on and other particulars of such instruments. There shall be no limits for verification of signatures, passing of authenticated credit vouchers/ entries and for verifying authenticated vouchers in the ledgers, books, computer print-outs etc.</li> </ol>

- 2) Accept, verify and post cash / transfer / clearing cheques and other instruments, as the case may be, in appropriate books of accounts / ledgers, either manually or online, and give due acknowledgements.
- 3) Signing vouchers, cheques, drafts, mail transfers, pay orders, advices such as non payment advices, inter branch fate calling advices, bill schedules, demand notices, statements, certificates etc.
- 4) Checking all vouchers, advices, statements, cheques, drafts etc., bills and books of accounts including current savings and other ledgers, cash, postal and revenue stamps, franking machine balances, exchange, discount, brokerage calculations and initialing by way of authenticating them for accuracy/correctness;
- 5) Checking, manually or online, current, savings and other accounts;
- 6) Checking the coding and decoding of telegrams (excluding check symbols or cyphers).
- 7) Discharging, endorsing cheques, bills, etc.,
- 8) Perform, when required in a computerised set up, system control functions, either jointly with an officer or independently, upon specific authorisation in this regard;
- 9) Briefly explain, the features of Bank's various products and services to customers, to reply their queries and to refer interested customers to appropriate personnel;
- 10) Inspecting godown (only in banks where such work is already being done by workmen).

For the purpose of efficient and effective functioning of the section or department the special assistant shall ensure that all acts, things and steps necessary therefore are taken by himself or by the clerks placed under him and shall ensure that, wherever necessary:



	<ul style="list-style-type: none"> <li>a) Reminders are sent on time and followed up.</li> <li>b) Pass sheets/books are filled up and issued promptly.</li> <li>c) Deposits are renewed on due dates or reminders sent to the parties.</li> <li>d) Standing instructions are complied with.</li> <li>e) Bills are accepted and due dates diarised/advised and followed up.</li> <li>f) Interest, commissions and service charges are collected.</li> <li>g) Proceeds of bills are received or remitted promptly.</li> <li>h) Confirmation of balance of accounts of the customers and its follow up.</li> <li>i) All securities relating to the department/section of which the special assistant is in charge are secured and/or kept in proper custody and properly handed to the authorized person at the close of the day.</li> <li>j) Balances promptly taken, tallied and reported and followed up and also returns submitted.</li> <li>k) Advices and/or duplicate advices/summaries are issued/ responded promptly, whenever called for.</li> <li>l) Checking the proper recording of entries and all relevant particulars in regard to accounts opened under due authorisation.</li> </ul>
<p>Agricultural Assistant</p>	<ul style="list-style-type: none"> <li>i) To assist in the bank's lending and/or operations for agricultural development and/or financial assistance to small enterprises (other than small scale industries) such as vegetable/fruit vendors, artisans, self employed persons including beneficiaries under the differential rate of interest scheme.</li> <li>ii) To distribute and collect application forms and assist the farmers/small borrowers in filling up the forms.</li> </ul>

	<ul style="list-style-type: none"> <li>iii) to scrutinise application forms, title deeds, farm plans etc., to ensure that applications are complete in all respects and the particulars furnished in the forms are prima facie in order and for this purpose he may be required to visit the farms for verification and for collection of relevant data.</li> <li>iv) To take necessary steps to ensure that the periodical details, as called for are received from the farmers/small borrowers in time.</li> <li>v) To keep in constant touch with farmers and to bring any adverse features to the management's notice.</li> <li>vi) To verify farms/all farms machinery/equipments/livestock/tractors, etc.</li> <li>vii) To verify proper utilisation of the bank's loans or the progress in work in respect of which loans are granted and to furnish reports on such verifications.</li> <li>viii) To make efforts and effect recoveries upto amounts not exceeding Rs.15,000/- from farmers/ small borrowers from their place of work/residence, subject to the necessary arrangements being made with regard to fidelity and transit insurance and personal risk insurance by the bank.</li> </ul> <p><b>Note:</b> Banks will evolve appropriate procedure about issuance of provisional receipts etc., of the cash not exceeding Rs.15,000/- collected on a day by an agricultural assistant from the agricultural / small borrowers / depositors.</p> <ul style="list-style-type: none"> <li>ix) To assist in the deposit mobilisation efforts by encouraging farmers/small borrowers to deposit their savings in the Bank.</li> <li>x) To collect information about the conditions of crops in the villages.</li> </ul>
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	<p>xi) To collect necessary data for determination of village, adoption of financing of agriculture like farmers' land holdings, availability of infrastructure facilities, source of irrigation, use of tractors, pumpsets etc., credit facilities available in village, recovery performance and the like.</p> <p>xii) To maintain liaison with Land Record and Registration Officers and other Governmental/ Developmental agencies for expeditious handling of the bank's work.</p> <p><b>Note:</b> With a view to making optimum use of the technical skill of the agricultural/ development assistant, normally he may not be entrusted with usual clerical work, but where necessary he may be asked to do the clerical work.</p>
Computer Operator 'A' (without passing powers)	Computer Operator will perform all duties and functions of clerical cadre, either online or manually, which does not involve any passing or supervisory function of an officer of the bank. He will, wherever and whenever required, function as a single window operator where he will also receive and pay cash.
Computer Operator 'B' (with passing powers)	<p>In addition to the duties of Computer Operator 'A', their duties will include –</p> <p>a. Passing and cash payment of all cheques/ withdrawal forms/ bankers' cheques/ gift cheques, etc. upto and including Rs.20,000/-</p> <p>b. Passing independently clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs. 25,000/-</p> <p>c. Receipts of cash and issuance of pre-signed drafts/ gift cheques / travellers' cheques / pay orders / bank orders, etc. upto and including Rs. 25,000/-</p>

	<p><b>Notes:-</b></p> <p>(i) In respect of the above special pay carrying posts in clerical cadre –</p> <ul style="list-style-type: none"><li>■ Countersigning would mean signing in a manner whereby the primary responsibility for ensuring that all the formalities are complete rests with the other signatory.</li><li>■ Checking/verifying would mean verifying that the instrument / material checked is in order in all respects and also includes verification of signature irrespective of the amount of the instrument and authenticating the same on the instrument / material, initialing the relative entries in the respective books of accounts, manually and/or online.</li><li>■ Passing includes verification of signatures and scrutiny as to the correctness of endorsement on and other particulars of such instruments. It will also include checking and authenticating the relative entries in the respective books of accounts/ ledgers/computer sheets and/or online.</li></ul> <p>(ii) Henceforth, selection of staff for being entrusted with special pay carrying posts shall be on the basis of their suitability for the specialised function, norms for which shall be decided at the bank level.</p>
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**SPECIAL PAY CARRYING POSITIONS IN  
SUBORDINATE CADRE**

<b>POST</b>	<b>DUTIES</b>
Liftman	Persons required to operate the lifts on regular assignment
Cash Peon	Persons required <ol style="list-style-type: none"> <li>1. To take money orders, to buy stamps etc., which involves carrying of cash not exceeding Rs. 5,000/- and to carry insured letters., etc. to post office</li> <li>2. To stitch currency note bundles</li> <li>3. To stitch and seal parcels and packets containing currency notes;</li> <li>4. To transit cash from the bank to an office outside or vice versa, if unaccompanied by a watchman / Armed Guard.</li> </ol>
Watchman	Persons other than "Armed Guards" who are required to perform watch and ward duties i.e. to watch or look after the premises or a department, for the purposes of its safety, security and guard against infiltration and against removal of the bank's property by any unauthorised person AND/OR to watch and guard as above, the movement of cash from one place to another inside the bank premises or outside where an Armed Guard is not employed at the Branch / Office.
Armed Guard	Persons required to perform watch and ward duties i.e. to watch or look after the premises or department for the purposes of its safety, security and guard against attack or assault or infiltration and against removal of the bank's property by any unauthorized persons AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the Bank, for which purpose they are required by the bank to carry any of the following weapons:

	<p>i) Gun, Pistol or any other fire arm; or</p> <p>ii) Dagger, sword, khukri or spear; or</p> <p>iii) any other licensed weapon</p> <p><b>Note:</b> 'Retainers' Peons (other than watchmen) whose names are registered in the Bank's licence as Retainers will, when they perform "Armed Guard" duties, be entitled to special pay for "Armed Guards" pro rata.</p>
Daftary	<p>Their work involves :</p> <ol style="list-style-type: none"> <li>1) Obtaining acceptance of bills of exchange, hundies etc., drawn on local parties or banks and/ or collecting payments thereof.</li> <li>2) Collecting payments for cheques or postal order etc., from banks or post office counters. They may also be required to collect cash not exceeding Rs. 5,000/- at a time against various instruments.</li> <li>3) Simple binding of books and registers;</li> <li>4) Press copying;</li> <li>5) Filing independently letters and other papers in respective files as per indications marked thereon;</li> <li>6) Assisting in issuing stationery;</li> <li>7) Stacking under guidance old records in orderly manner and assisting in giving them out when required; and</li> <li>8) Undertaking the whole process of sorting, arranging, numbering, tallying the total number or stitching the vouchers.</li> </ol>

Head Peon	Persons required to assist in supervision of various matters pertaining to subordinate staff like: (i) Cleanliness of the office premises; (ii) Cleanliness of uniforms; (iii) Leave arrangements; (iv) Arrangements for safekeeping of keys; and (v) Distribution of duties amongst the subordinate staff.
Air-Conditioning Plant Helper	Semi skilled persons who under the supervision of them technician attend to routine maintenance of and minor repairs to air conditioning plants.
Electrician	Their work involves carrying out semi-skilled electrical work like routine maintenance of electrical equipments, effecting minor repairs to electrical fixtures and appliances.
Drivers	Persons required to drive, maintain and effect minor repairs (not requiring a technician's skill) to motor cars, motor vans, station wagons, scooters, motor cycles or other motor vehicles.
Head Messenger in IOB	

**SCHEDULE - IV**

**FIXED PERSONAL PAY**

<b>Area of Posting</b>	<b>Total FPP payable where bank's accommodation is not provided</b>	<b>Total FPP payable where bank's accommodation is provided</b>	<b>Increment Component of FPP</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>
<b>CLERICAL STAFF</b>			
(i) Places with population of more than 45 lakhs.	635	585	560
(ii) Places with population of more than 12 lakhs upto 45 lakhs	630	585	560
(iii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories	625	585	560
(iv) Places with population below 2 lakhs	620	585	560
<b>SUBORDINATE STAFF</b>			
(i) Places with population of more than 45 lakhs.	310	280	270
(ii) Places with population of more than 12 lakhs	305	280	270
(iii) Places with population of 2 lakhs and over [other than (i) above] and State Capitals and Capitals of Union Territories	300	280	270
(iv) Places with population below 2 lakhs	295	280	270



## SCHEDULE - V

### SCHEDULE FOR REIMBURSEMENT OF HOSPITALISATION EXPENSES

1. Hospitalisation expenses will be reimbursed to workmen staff in the bank to the extent of 100 per cent in case of self and 75 per cent in case of dependent members of family subject to the procedure for reimbursement of hospitalisation expenses as enumerated hereunder:
  - (a) Hospitalisation charges to the extent stated above will be reimbursed in case of all ailments and major accidents which require hospitalisation.
  - (b) A workman or his dependent family member(s) will be considered to have been hospitalised only if they are admitted as indoor patient(s) in the hospital in respect of diseases/accidents as mentioned above in sub-para (a). However, cases where the patient is admitted as an out-patient and discharged the same day after surgical procedures involving advanced techniques may also be considered for reimbursement of hospitalisation expenses.
  - (c) Medical expenses incurred for the hospitalisation will be reimbursed on the strength of bills/vouchers to the extent of 100% in case of self and 75% in case of family members subject to limits prescribed hereunder.
2. For the purpose of medical facilities :

The expression 'family' of an employee shall mean the employee's spouse, wholly dependent children including dependent step children and legally adopted children and parents wholly dependent on the employee and ordinarily residing with the employee.

#### Notes:-

- (i) The term 'wholly dependent child/parent' shall mean such relative having a monthly income not exceeding Rs. 2,550/- p.m. If the income of one of the parents exceeds Rs. 2,550/- p.m. or the aggregate income of both the parents exceeds Rs. 2,550/- p.m., both the parents shall not be considered as wholly dependent on the employee.
- (ii) A married female employee may include her natural parents or parents-in-law under the definition of family - but not both - provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her and satisfy the income criteria as stated above.

3. The reimbursement of hospitalisation expenses will be restricted to the following charges:

<b>Sr. No.</b>	<b>Details</b>	<b>Extent of reimbursement</b>
3.1	(a) Hospital Registration Fees	100% for self and 75% for dependent family members of the amount actually incurred or Rs. 200/- whichever is lower.
	(b) Surcharge/tax on hospital bills	Proportionate to the extent of the bill passed by the bank
3.2	Charges for bed per day (excluding boarding charges)	100% for self and 75% for dependent family members of the amount actually incurred or Rs. 400/- whichever is lower.
3.3	ICU/CCU/Neo-natal Nursery	100% for self and 75% for dependent family members of the amount actually incurred or Rs. 500/- per day, whichever is lower. This is in addition to bed charges.
3.4	Diagnostic material charges, X-rays, Pathological tests, ECGs, etc.	As per Annexure-I hereto
3.5	Medicines, drugs, injections (including disposable syringes), bandage and dressing materials, etc. except tonics/vitamins. (However, tonics/vitamins which are prescribed by the attending doctor and certified as essential for the period of hospitalisation, may be considered for reimbursement.)	100% or 75% as the case may be of actual expenses.
3.6	Operation charges, etc.	As per Annexure-II hereto

3.7	Physician's and Consultant's fees per visit:		
		100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower	
		Major 'A' Class cities viz. Mumbai, Chennai, Delhi, Kolkata, Ahmedabad, Bangalore & Hyderabad	Other Places
		<i>Rs. per visit</i>	<i>Rs. per visit</i>
<b>VISIT AT THE CHAMBER</b>			
	First Consultation	200/-	120/-
	Subsequent Consultations	75/-	60/-
<b>VISIT AT RESIDENCE</b>			
	In case of emergency leading to Hospitalisation	300/-	190/-
	Second Consultation	225/-	150/-
	Subsequent Consultations	150/-	100/-
<b>VISIT MADE BY SPECIALISTS AT THE HOSPITAL:- SPECIAL VISIT</b>			
	During the day time	125/-	85/-
	During the night time	300/-	150/-
	Routine visits	125/-	85/-

4. The workmen or members of their families (as the case may be) are expected to secure admission in a Government/Municipal Hospital or any 'private' hospital (i.e., hospitals under the management of a Trust, Charitable Institution or a religious mission). The reimbursement will be restricted to the percentage applicable to the workman / dependent family member, i.e. 100% or 75% of the charges applicable to the lowest paying bed in such hospitals according to hospital rules or the maximum amounts mentioned above, whichever is lower.
5. Normally, the workman and members of family should avail of services of hospital as mentioned in paragraph 4 above. However, if he feels, that it is unavoidable to seek services of a private nursing home/hospital, he can do so in one of the hospitals/nursing homes, approved by the bank. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital as mentioned in paragraph 4 above.
6. Medical expenses incurred within 30 days of 'pre' and post-hospitalisation period on medical advice, on account of the ailment/disease for which the person was hospitalised, will be considered as hospitalisation expenses for reimbursement purpose. However, in cases of hospitalisation involving special or major operations, medical expenses incurred for a period not exceeding 45 days of post-hospitalisation will be considered for reimbursement, subject to medical advice.
7. Charges for engaging a nurse/attendant will not be reimbursed. However, nursing charges, if any, charged by hospital authorities in respect of days spent in ICU / CCU/ neo-natal nursery may be considered for reimbursement on the basis of certificate issued by the hospital authorities and in consultation with bank's Medical Officer. Reimbursement in such cases shall be 100% for workmen and 75% for family members of the actual charges.
8. Hospitalisation charges in connection with maternity will not be reimbursable. However, the expenditure incurred by an employee in cases involving operative interference because of complicated labour and caesarean operation and subsequent hospitalisation thereto will be reimbursed under the hospitalisation scheme to the extent of expenditure incurred in excess of

normal maternity charges and consequent hospitalisation thereto subject to the condition that such reimbursement shall be 70% of the amount actually incurred or the limits as per Annexure II hereto, whichever is less.

9. The purchase of drugs/medicines will be restricted to approved chemists and arrangements will be made by banks wherever possible to make direct payments to the chemists.
10. Banks will have discretion to refuse payment of bills in cases where they are not satisfied about the genuineness of the bills.

#### **11. Ambulance Charges**

Ambulance charges for removing the workman or his dependent family member from residence to the hospital/nursing home or from hospital/nursing home to residence on discharge or from one hospital/nursing home to another hospital/nursing home, within the urban agglomeration or municipal limits may be reimbursed in full.

Actual expenses incurred on conveyance by mode other than ambulance shall be reimbursed subject to the maximum as under:

- |                      |   |
|----------------------|---|
| (i) By public taxi   | Actuals subject to maximum of<br>Rs. 150/- per trip |
| (ii) By autorickshaw | Actuals subject to maximum of<br>Rs. 75/- per trip  |

In case the patient is to be moved to a hospital/nursing home outside the urban agglomeration/municipal limits, then the expenses incurred on conveyance may be reimbursed at the rate of Rs.5.00 per kilometer, with a maximum of Rs.1000/- per trip or the amount actually incurred, whichever is the least.

Normally, services of an ambulance should be availed of. Where ambulance is not available or the facility of ambulance is not established, public mode of transport i.e. taxi/autorickshaw could be used. The bank shall consider such claims on merits and facts.

Abuse of the facility will be dealt with treating such claims as acts of gross misconduct.

## 12. Domiciliary Treatment

Medical Expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the recognised hospital authorities and bank's medical officer shall be deemed as hospitalisation expenses and reimbursed to the extent of 100% in case of a workman and 75% in the case of his family.

Cancer, Leukaemia, Thalassaemia, Tuberculosis, Paralysis, Cardiac Ailment, Pleurisy, Leprosy, Kidney ailment, Epilepsy, Parkinson's Disease, Psychiatric disorder, Diabetes, Hepatitis-B, Hepatitis-C, Haemophilia, Myastheniagravis, Wilson's disease, Ulcerative Colitis, Epidermolysis bullosa, Venous Thrombosis (not caused by smoking), Aplastic Anaemia, Psoriasis and Third Degree Burns.

- Note:- (i) The cost of medicines etc. in respect of domiciliary treatment shall be reimbursed for the period stated in the Specialist's prescription. If no period is stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.
- (ii) Expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukaemia shall be considered for reimbursement under domiciliary treatment to the extent of 100% in case of a workman and 75% in the case of his family.

13. The medical aid and reimbursement of expenses under the hospitalisation scheme under this Settlement will also be available for medical treatment under the recognised systems of medicines, viz., Ayurvedic, Unani, Homeopathy and Naturopathy if such treatment is taken in a clinic/hospital recognised by the Central/State Government. Further, reimbursement shall be limited to such expenses within the prescribed ceilings as would have been reimbursable in case the treatment was taken in a Government/Municipal hospital, subject to the overall limits under the scheme, i.e., 100% of approved expenses for self and 75% in case of family.

#### 14. Package Charges :

Some hospitals are charging on the basis of 'package' for specialised treatment for diseases pertaining to heart, kidney, coronary, etc. These package charges generally include all charges pertaining to a particular treatment/procedure including admission charges, accommodation charges, ICU/ICCU charges, monitoring charges, operation charges, anesthesia charges, operation theater charges, procedural charges/ Surgeon's fee, cost of disposables, cost of consumables like catheters, guide wires, etc., surgical charges and cost of medicine used during hospitalisation, related routine investigations, physiotherapy charges etc.

In the following cases, package charges will be reimbursed to the extent of 100% in the case of self and 75% in the case of dependent members of family, subject to the limits specified below:-

(a) Coronary Bypass Surgery	Rs. 1,40,000/-
(b) Coronary Angiography	Rs. 15,000/-
(c) Angioplasty/Stentoplasty	Rs. 70,000/-
(d) Kidney Transplant	Rs. 1,60,000/-
(e) Liver Transplant	Rs. 2,00,000/-

**Note:-**

- (i) For the above ailments, workmen employees can claim either as per schedule of expenses prescribed or package charges whenever the treatment is taken under package charges scheme.
- (ii) In the case of stentoplasty, cost of medicated stent(s), wires/balloon, implanted during surgery may be reimbursed at the rate of 75% for family members and 100% for workman himself at rates not exceeding the rates applicable to lowest paying bed of AIIMS, New Delhi, in addition to the package charges indicated above.
- (iii) Liver transplant charges are not reimbursable in cases where damage to the liver has been caused by alcoholism.

#### 15. Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad :

The procedure to be followed in respect of reimbursement of expenses incurred by the workmen and their families on treatment abroad shall be as laid down in Annexure-III hereto.

**Annexure-I**

**SCHEDULE FOR REIMBURSEMENT OF CHARGES  
INCURRED BY WORKMEN  
FOR PATHOLOGICAL ETC. INVESTIGATIONS**

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower <i>(Rupees)</i>
<b>CLINICAL PATHOLOGY</b>	
<b>URINE EXAMINATION</b>	
Urine Routine	40
Urine for Albumin	40
Urine for 17 Ketosteroids	360
Urine Culture	115
Urine for Column Count Test	115
Sensitivity Test	150
Urine for Acid Fast Bacilli (T B Culture)	105
Urine Bile Pigment and Salt	40
Urine Urobilinogen	40
Urine Occult Blood	40
Urine Total Proteins	80
Urine Sodium	80
Urine Chloride	80
Bence Jones Protein	50
<b>STOOL EXAMINATION</b>	
Stool Routine	40
Stool Occult Blood	40



NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
<b>HAEMATOLOGY</b>	
<b>EXAMINATION OF BLOOD</b>	
Blood Count with Indices (Hb, TLC, DLC)	70
Blood Count without Indices (Hb, TLC, DLC)	65
RBC and Hb with Indices	70
RBC and Hb without Indices	55
Total WBC and Differential Count (TC/DC)	55
Blood Smears for parasites (MP, etc.)	40
Peripheral smear examination	45
Blood for Microfilaria	100
Platelet Count	70
Bleeding and Coagulation time (BT CT)	65
Clot Retraction Time	65
Prothrombin Time	75
Erythrocytes Sedimentation Rate (Westergren's method)	30
Sedimentation Rate (Both Methods) ESR	30
Hb, TLC, DLC, ESR	85
Blood Culture	160
Clot Culture	160
Glucose Phosphate Dehydrogenase (G&PD)	150
Reticulocyte Count	45
Absolute Eosinophil Count	40
Packed Cell Volume (PCV)	40
R.B.C. Fragility Test	70
L.E. Cell	95

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
Haemogram	85
Bone Marrow Smear Examination	205
Partial Thromboplastin	135
<b>BLOOD BANK</b>	
Coomb's Test direct (for coating antibodies)	150
Coomb's Test (for complete and incomplete indirect antibodies)	200
Blood Grouping and Rh Factor only (not for matching) for Non-maternity Cases	65
Blood Transfusion per Bottle and Donor's fees (including Pathologist's attendance and cross-matching)	360
Packed Cell Preparation	255
<b>BIOCHEMISTRY</b>	
Blood Urea/Calcium/Phosphorus/Phosphatase/ Sodium/Potassium each	100
Blood Urea Nitrogen	100
Urea Clearance Test	170
Creatinine Clearance Test	170
Serum Proteins or Plasma Proteins	100
Serum Proteins Electrophoresis	200
Blood for Fibrinogen	110
Blood for Creatinine	75
Blood Uric Acid	100
Blood Sugar Curve (Glucose Tolerance Test) GTC or GTT	280
CO <sub>2</sub> Combining Power of Plasma	130

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
Blood Cholesterol	75
Blood Protein Bound Iodine (PBI)	300
Blood Chlorides (S Cl)	100
Serum Sodium (S Na)	85
Serum Potassium (S K)	85
Serum Iron (S Fe)	130
Serum Iron Studies	220
Serum Calcium (S Ca)	85
Serum Phosphorous (S.P.)	85
Serum Alkaline Phosphatase	75
Serum Acid Phosphatase	135
Serum Glutamic Oxalic Transaminase (SG OT)	75
Serum Lipase	130
Serum Glutamic Pyruvic Transaminase (SG PT)	75
Serum Amylase	195
C P K	315
Glucose 6 Phosphate Dehydrogenase	170
Serum Lactic Dehydrogenase(LDH)	145
Serum Lactic Dehydrogenase with Isoenzyme	375
SMA 12-2 (14 Blood Chemistry)	625
<b>HISTOPATHOLOGY</b>	
Smear Analysis	60
Body Fluids-C.S.F./Pleural/Ascitic, etc.	60
Chemistry, Sugar, Protein, etc	170
Malignant Cells	135

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
<b>BACTERIOLOGY &amp; SEROLOGY</b>	
Brucella Agglutination Test*	130
Cold Agglutination Test for Virus Pneumonia	130
Paul Bunnell Test	150
C Reactive Proteins**	135
Smear Gram-Strain Examination	50
Sputum Smear A.F.B. Stain	50
V.D.R.L.	75
Widal Test	75
R.A. Test	100
Culture & Sensitivity (other specimens)	150
Vibro Cholera Culture	130
Conjunctival Swab for Microscopic and Culture Examination	140
Smear Examination for Micro Organisms	95
Fluids or Exudates for Malignant Cells	140
* For hospitalised patients only	
** For Rheumatic disease to be reimbursed for hospitalised patient	
<b>X-RAY</b>	
Fluoroscopy Chest	120
Abdomen AP Erect (One Film)	135
Abdomen Lateral View (One Film)	135
Abdomen for Pregnancy	135
Chest PA View (One Film)	135
Chest Oblique or Lateral (One Film)	135
Mastoids	135
Extremities, Bones and Joints (One Film)	135

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
Pelvis (One Film)	135
Paranasal Sinuses (One Film)	135
T.M. Joints (One Film)	135
Abdomen & Pelvis for K.U.B.	225
Skull A.P. & Lateral	225
Spine AP & Lateral	225
Barium Swallow	525
Sinography/Sialography	600
Cystography/Urethrography	900
Arthrography	675
Retrograde Pyelography	750
Oral or I.V. Cholecystography	750
Barium Enema	975
Barium Meal Upper or Lower	975
Bronchography	1050
I.V. Urography	1050
Myelography	1200
Pneumo Encephalography	900
Barium Meal Complete	1200
Cerebral/Femoral Angiography	1425
<b>C T SCAN/MRI</b>	
CT Scan	2500
CT Scan (with contrast)	4000
MRI	5000
MRI (with contrast)	6500
<b>ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY</b>	
Electro Cardiogram (ECG)	120
Indual Test	140

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)
U C G (Phono-cardiography, Telemetry C, Cardiac Ex Test, Stress Test)	690
Echo Cardiography	790
Cardio Version	510
Ultra Sonography	395
US Guided Biopsy	530
<b>SKIN</b>	
Tuberculin Test (Mantoux) TT or MT	105
Scraping for Fungus	55
Skin Clipping & smear for Leprosy	105
Nasal smear for leprosy	85
<b>LIVER FUNCTION TESTS</b>	
Thymol Turbidity Test	90
Cephalin Cholesterol Flocculation Test	90
Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)	150
Takata Ara Reaction	100
Bromsulphalein Excretion Test (Excluding injection charges)	220
<b>PLEURAL AND PERICARDIAL AND ASCITIC FLUIDS</b>	
Pleural Fluid for Routine Examination	140
Pleural Fluid for Cultural Pericardial and Ascitic Fluids	140
<b>SPUTUM EXAMINATION</b>	
Sputum Routine	90
Sputum for Acid Fast Bacilli only (Sputum AF B)	90

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower <i>(Rupees)</i>
Sputum for Culture (Culture for TB)	140
CSF for Diptheria	125
Culture for Diptheria	105
<b>GASTRIC ANALYSIS</b>	
Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)	215
Sternal Marrow Routine Cytology (Bone Marrow)	285
Basal Metabolic Rate (BMR)	250
Lung Function Test	250
<b>PSYCHIATRY TEST</b>	
ECT	140
CO <sub>2</sub>	80
Psychology Testing	140
<b>RIA</b>	
T <sub>3</sub>	300
T <sub>4</sub>	300
TSH, LH, FSH, Prolactin (for each test)	125
Testosterone	430
Parathyroid	430
Estrogen (Total)	430
ACTH	430
HBsAg by RIA or EIA	500

NAME OF PROCEDURE	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower <i>(Rupees)</i>
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**FOR SURGICAL INVESTIGATION &  
TREATMENT OF CANCER**

Scopies and Biopsies	500
Chemotherapy:	
Single Drug Therapy per day	1000
Multiple Drug Therapy per day	2000
Infusional Chemotherapy	3000

**OXYGEN CHARGES**

Oxygen charges shall be reimbursed at the rate of Rs.30/- per hour subject to a maximum of Rs.300/- per day .



**ANNEXURE-II**

**OPERATION CHARGES**

	100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower		
	<i>Rs.</i>	<i>Rs.</i>	<i>Rs.</i>
	<b>Special Operation</b>	<b>Major Operation</b>	<b>Minor Operation</b>
(a) Operation Theatre Charges	3,000/-	2,000/-	650/-
(b) Anaesthetist's Charges	3,000/-	2,000/-	650/-
(c) Surgeon's Fees for Operation (including Fees for Assistants)	10,000/-	6,500/-	2,100/-
(d) Expenses for dialysis, blood transfusion, Heart valve replacement, angiography, implanted items during surgery wherever they do not form part of package charges and pace-maker may be reimbursed at the rate of 75% for family members and 100% for workman himself at rates not exceeding the rates applicable to lowest paying bed of AIIMS, New Delhi.			
Indicative list of Special, Major and Minor operations is appended below:			
<b>SPECIAL OPERATIONS</b> : Cardiac including Bypass Surgery, Brain, Lung and Cancer Operations, Kidney/Liver Transplantation Operation, Bone Marrow transplant and Multiple Fractures (time taken is more than 3 hours).			
<b>MAJOR OPERATIONS</b> : Kidney Stone (including lithotripsy), Prostate, Thyroid, Caesarean Delivery, Gastrectomy, Hysterectomy, Fractures, Amputations, S.P.Nailing, Discoideotomy, Retina Detachment, Liver & Gall Bladder, Plastic Surgery (not for beautification), Cataract (with IOL), Hernia subject to Bank's discretion (Time taken approximately 1 to 3 hours).			
<b>MINOR OPERATIONS</b> : D & C, Fissure, Circumcision, Small Hydrocele, Dilatation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tubectomy, Piles, Fistula, Minor Operations of the Eye, Nose and Ear (Time taken approximately 60 minutes or less).			
<b>Note:-</b> Operative interference done using state-of-the-art medical techniques taking less than the time indicated as above will not alter the nature of the operations.			

**SCHEME OF REIMBURSEMENT OF  
EXPENSES INCURRED BY THE WORKMEN  
FOR TREATMENT ABROAD**

1. As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.
2. In exceptional cases necessitating treatment of a kind yet to be widely established in the country, where workmen on medical advice obtained in the manner indicated below, choose to go on their own for treatment abroad, permission for treatment abroad may be granted by the Board of Directors of the bank subject to conditions laid down hereinafter and limited to the expenditure that would have been incurred had such treatment been received in India in a government hospital or a nursing home specially recognised by the Director General of Health Services of the Government of India.
3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.
4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.
5. Hospitals and clinics indicated in paragraph 9 below have facility for specialist treatment for which requests are generally received for treatment abroad and in respect of which treatment facility in ordinary hospitals are still inadequate. The services provided by these hospitals may be availed of by the eligible workmen. In such cases, reimbursement may be allowed subject to the authority sanctioning reimbursement being satisfied about reasonableness of the claim.
6. The following ailments have been identified as ailments for which treatment in India is not yet widely established:
  - i. Cadaver Kidney Transplant;
  - ii. Old operated by-pass surgery cases (in which the initial operation was done abroad) needing revascularization;
  - iii. Bone marrow transplant;
  - iv. Operative correction for high myopia cases; and
  - v. Complex Cyanote – Heart – Lesion and newly born infants suffering from heart diseases.

7. Reserve Bank of India (RBI) will constitute Medical Boards at Mumbai, Delhi, Kolkata and Chennai and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under the Scheme. The annual cost incurred on meeting of the Board by way of sitting fees, etc., shall be shared on an annual basis by such of the banks which avail of the services of the Medical Boards of examining cases of their workmen needing treatment abroad, in a manner as may be decided by the RBI. The Medical Board should make a specific recommendation and also give reasons for recommending treatment abroad. The Medical Board will submit its report to RBI, which in turn, could pass it on to the concerned bank.
8. For the purposes of reimbursement, as envisaged in the scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences, New Delhi, enforced from time-to-time, should be adopted.
9. The following institutions have been identified as having facilities for specialised treatment:

**(a) Bypass Coronary Surgery :**

- i. Southern Railways Headquarters Hospital, Perambur, Chennai.
- ii. Christian Medical College and Hospital, Vellore.
- iii. K.E.M. Hospital, Mumbai.
- iv. Jaslok Hospital, Mumbai.
- v. Bombay Hospital, Mumbai.
- vi. Kasturba Hospital, Bhopal.
- vii. Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.

**(b) Kidney Transplant :**

- i. Christian Medical College & Hospital, Vellore.
- ii. All India Institute of Medical Sciences, New Delhi.
- iii. Post Graduate Institute, Chandigarh.
- iv. Jaslok Hospital, Mumbai.

**(c) Blood Cancer :**

- i. Tata Memorial Hospital, Mumbai.
- ii. Cancer Institute, Adyar, Chennai.

**(d) Complicated Heart Surgery Cases :**

- i. Southern Railway Headquarters Hospital, Perambur, Chennai.
- ii. Christian Medical College & Hospital, Vellore.
- iii. K.E.M. Hospital, Mumbai.
- iv. All India Institute of Medical Sciences, New Delhi.
- v. Bombay Hospital, Mumbai.
- vi. G.B.Pant Hospital, Delhi.
- vii. Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
- viii. Post Graduate Institute, Chandigarh.
- ix. S.S.K.M. Hospital, Kolkata.
- x. Samaritan Hospital, Alwaye (Kerala).
- xi. Kasturba Hospital, Bhopal (BHEL).
- xii. N.M. Wadia Institute of Cardiology, Pune.

2<sup>nd</sup> June 2005.

## SCHEDULE-VI

### Deployment of Staff

- (i) A workman in the non-subordinate cadre is liable to be deployed anywhere within a 'District', irrespective of the distance involved.
- (ii) In cases necessitating deployment outside the District, the workman concerned may be deployed to any branch/office of the bank situated outside the District upto a distance not exceeding 100 km. from his present place of posting.
- (iii) Bank may identify, based on length of stay at the centre/branch/office, the number of workmen employees, to be redeployed from each centre/ branch/ office to meet its requirements.
- (iv) The period of deployment shall be 2 years in a difficult centre decided by the bank in accordance with the Government guidelines and 3 years in other centres.
- (v) Repatriation to the original centre shall be after serving in the deployed centre for period as in (iv) above. In case it is not administratively possible for the bank to repatriate the employee to his original centre after the above period, the employee may be required to give 3 centres of his choice so that he can be transferred to any one of the 3 centres opted by him.
- (vi) Female employees above the age of 55 and male employees above the age of 56 shall be exempt from redeployment. However, if the required and eligible number of employees are not available to be deployed in terms of the Settlement, the age norms as above may be suitably relaxed upto the age of 58 years so as to ensure that the required and eligible number of employees are deployed to the identified centres.
- (vii) Employees having mentally retarded / spastic children, certified as such by the attending Doctor, may be deployed only at centres where specialised treatment for such children and special facilities for their schooling are available.
- (viii) Employees affected by serious ailments requiring specialised treatment, as certified by the attending Doctor, will be deployed only at centres where medical facilities for treatment of such ailments are available.

- (ix) Redeployment of physically handicapped/challenged employees shall be in accordance with the extant Government guidelines.
- (x) A workman in the non-subordinate cadre so long as he serves in the deployed centre shall draw a lump sum amount of Rs.400/- p.m. (not ranking for any other benefit) besides protection of emoluments drawn at the original centre. These shall cease on the employee's repatriation to the original centre.
- (xi) The above lump sum amount is not payable in case of transfers made at the request of the employee.
- (xii) In North-Eastern States, banks may decide on the level and extent of deployment having regard to their requirements within the above norms.
- (xiii) The above provisions on deployment are without prejudice to the provisions of paragraphs 535 and 536 of the Sastry Award relating to transfer of workmen.
- (xiv) The above provisions on deployment shall be the minimum applicable to all the banks which are parties to this Settlement. Parties agree that any existing bank-level settlement on transfer or deployment whose provisions are restrictive and not upto the minimum provisions on deployment as mentioned above will be modified/terminated as per procedure under the Industrial Disputes Act so as to give effect to the above-mentioned provisions on deployment.
- (xv) Any bank which is a party to this Settlement and having bank-level Settlement on transfer or deployment may, however, modify and improve upon the above provisions to suit the needs of the bank ensuring, however, that the norms relating to the geographical minimum area of deployment, period of stay at the deployed centre, conditions for repatriation as mentioned hereinabove are not relaxed or diluted in any manner.
- (xvi) In banks which are parties to this Settlement where bank level settlements/policies on transfer or deployment of workmen exist which provide for transferability of employees over a larger geographical area, such bank level settlements on transfer or deployment shall remain operative.

**SCHEDULE-VII**

**SPECIAL AREA ALLOWANCE FOR WORKMEN**

(1) Sr. No.	(2) Area	(3) Allowances				
		Pay below 4615	Pay from 4615 to 6990	Pay from 6991 to 10000	Pay from 10000 to 14000	Pay from 14001 and above
1.	Mizoram					
	a) Chimgtuipui District of Mizoram and areas beyond 25 kms. from Lunglei Town in Lunglei District of Mizoram.	300/-	500/-	700/-	1,000/-	1,300/-
	b) Throughout Lunglei District excluding areas beyond 25 kms. from Lunglei town of Mizoram.	250/-	400/-	550/-	800/-	1,050/-
	c) Throughout Aizawl District of Mizoram	150/-	300/-	450/-	600/-	750/-
2.	Nagaland	250/-	400/-	550/-	800/-	1,050/-
3.	Andaman & Nicobar Islands					
	a) North & Middle Andaman, Little Andaman, Nicobar & Narcondum Islands	300/-	500/-	700/-	1,000/-	1,300/-
	b) South Andaman (including Port Blair)	250/-	400/-	550/-	800/-	1,050/-
4.	Sikkim	300/-	500/-	700/-	1,000/-	1,300/-
5.	Lakshadweep Islands	300/-	500/-	700/-	1,000/-	1,300/-
6.	Assam	40/-	80/-	120/-	160/-	200/-
7.	Meghalaya	40/-	80/-	120/-	160/-	200/-
8.	Tripura					
	a) Difficult areas of Tripura	250/-	400/-	550/-	800/-	1,050/-
	b) Throughout Tripura except difficult areas	150/-	300/-	450/-	600/-	750/-
9.	Manipur	150/-	300/-	450/-	600/-	750/-

(1)	(2)	(3)				
10.	Arunachal Pradesh					
	a) Difficult areas of Arunachal Pradesh	300/-	500/-	700/-	1,000/-	1,300/-
	b) Throughout Arunachal Pradesh other than difficult areas.	250/-	400/-	550/-	800/-	1,050/-
11.	Jammu & Kashmir					
	<b>1) Kathua District:</b> Niabat Bani, Lohi, Malhar and Machhodi	300/-	500/-	700/-	1,000/-	1,300/-
	<b>2) Udhampur District:</b>					
	a) Dudu Basantgarh, Lander Bhamag Illaqa, other than those included in Part 2(b).	300/-	500/-	700/-	1,000/-	1,300/-
	b) Areas upto Goel from Kamban Side and areas upto Arnas from Keasi side in Tehsil Mohre.	250/-	400/-	550/-	800/-	1,050/-
	<b>3) Doda District:</b> Illaquas of Padder and Niabat Nowgam in Kishtwar Tehsil	300/-	500/-	700/-	1,000/-	1,300/-
	<b>4) Leh District :</b> All places in the District	300/-	500/-	700/-	1,000/-	1,300/-
	<b>5) Barmulla District</b>					
	a) Entire Gurez-Nirabat, Tangdar Sub-Division and Keran Illaqua	300/-	500/-	700/-	1,000/-	1,300/-
	b) Matchill	250/-	400/-	550/-	800/-	1,050/-
	<b>6) Poonch and Rajouri District :</b> Areas in Poonch and Rajouri District excluding the towns of Poonch and Rajouri and Sunderbani and other urban areas in the two Districts.	150/-	300/-	450/-	600/-	750/-



(1)	(2)	(3)				
	7) Areas not included in (1) to (6) above, but which are within the distance of 8 kms. from the line of Actual Control or at places which may be declared as qualifying for border allowance from time-to-time by the State Government for their own staff.	150/-	300/-	450/-	600/-	750/-
12.	<p>Himachal Pradesh</p> <p><b>(1) Chamba District</b></p> <p>a) Pangi Tehsil, Bharmour Tehsil, Panchayats : Badgaun, Bajol, Deol Kugti, Nayagam and Tundah, Villages: Ghatu of Gram Panchayat Jagat, Kanarsi of Gram Panchayat Chauhata</p> <p>b) Bharmour Tehsil, excluding Panchayats and Villages included in (a) above.</p> <p>c) Jhandru Panchayat in Bhatiyat Tehsil, Churah Tehsil, Dalhousie Town (including Banikhet proper).</p>	300/-	500/-	700/-	1,000/-	1,300/-
	<p><b>(2) Kinnaur District:</b></p> <p>a) Asrang, Chitkul and Hango Kuno/ Charang Panchayats, 15/ 20 Area comprising the Gram Panchayats of Chhota Khamba, Nathpa and Rupi, Pooh Sub-Division, excluding the Panchayat Areas specified above.</p> <p>b) Entire District other than Areas included in (a) above.</p>	300/-	500/-	700/-	1,000/-	1,300/-

(1)	(2)	(3)				
	<b>(3) Kullu District:</b> a) 15/20 Area of Nirmand Tehsil, comprising the Gram Panchayats of Kharga, Kushwar and Sarga b) Outer-Saraj (excluding villages of Jakat-Khana and Burrow in Nirmand Tehsil) and entire District excluding outer Seraj area and pargana of Pandrabis but including villages Jagat-Khana and Burrow of Tehsil Nirmand).	300/-	500/-	700/-	1,000/-	1,300/-
	<b>(4) Lahaul and Spiti District :</b> Entire area of Lahaul and Spiti.	300/-	500/-	700/-	1,000/-	1,300/-
	<b>(5) Shimla District :</b> a) 15/20 area of Rampur Tehsil comprising of Panchayats of Koot, Labana-Sadana, Sarpara and Chadi-Branda. b) Dora-Kawar Tehsil, Gram Panchayat of Darkali in Rampur, Kashapath Tehsil and Munish, Ghori Chaibis of Pargana Sarahan. c) Chopal Tehsil and Ghoris, Panjaon, Patsnau, Naubis and Teen Koti of Pargana Sarahan, Deothi Gram Panchayat of Taklesh Area, Pargana Barabis, Kasba Rampur and Ghori Nog of Pargana Rampur of Rampur Tehsil, Simla Town and its suburbs (Dhalli, Jatog, Kasumpti, Mashobra, Taradevi and Tutu).	300/-	500/-	700/-	1,000/-	1,300/-

(1)	(2)	(3)				
	<p><b>(6) Kangra District:</b></p> <p>a) Areas of Bara Bhangal and Chhota Bhangal</p> <p>b) Dharamshala Town of Kangra District and the following offices located outside the Municipal limits but included in Dharamshala Town-Women's ITI, Dari, Mechanical Workshop, Ramnagar, Child Welfare and Town and Country Planning Offices, Sakoh, CRSF Office at lower Sakoh, Kangra Milk Supply Scheme, Dugiar, HRTC Workshop, Sadher, Zonal Malaria Office, Dari, Forest Corporation Office, Shamnagar, Tea Factory, Dari, I.P.H. Sub-Division, Dan, Settlement Office, Shamnagar, Hinwa Project, Shamnagar.</p> <p>Palampur Town of Kangra District including HPKVV Campus at Palampur and the following offices located outside its municipal limits but included in Palampur Town – H.P. Krishi Vishwavidhalaya Campus, Cattle Development Office/ Jersey Farm, Banuri, Sericulture Office/Indo-German Agriculture Workshop/HPPWD Division, Bundla, Electrical Sub-Division, Lohna, D.P.O. Corporation, Bundla, Electrical HESEE Division, Ghuggar.</p>	250/-	400/-	550/-	800/-	1,050/-
		150/-	300/-	450/-	600/-	750/-

(1)	(2)	(3)				
	<b>(7) Mandi District:</b> Chhuhar Valley of Jogindernagar Tehsil, Panchayats in thunag Tehsil-of Bagraa, Chatri, Chhotdhar, Garagushain, Gatoo, Garyas, Janjehli, Jaryar, Johar, Kalhani, Kalwan, Kholanal, Loth, Silibagi, Somachan, Thachdhar, Tachi, Thana, Panchayats of Dharampur Block-Binga, Kamlah, Saklana, Tanyar and Tarakholah, Panchayats of Karsog Tehsil – Balidhar, Bagra, Gopalpur, Khajol, Mahog, Mehudi, Manj, Pekhi, Sainj, Sarahan and Teban, Panchayats of Sundernagar Tehsil – Bohi, Batwara, Dhanyara, Paura-Kothi, Seri and Shoja.	150/-	300/-	450/-	600/-	750/-
	<b>(8) Sirmaur District:</b> Panchayats of Bani, Bakhali (Pachhad Tehsil), Bharog Bheneri (Paonta Tehsil), Birla (Nahan Tehsil), Dibber (Pachhad Tehsil) and Thana Kasoga (Nahan Tehsil) and Thansgin Tract	150/-	300/-	450/-	600/-	750/-
	<b>(9) Solan District :</b> Mangal Panchayat	150/-	300/-	450/-	600/-	750/-
	<b>(10) Remaining areas of Himachal Pradesh not included in (1) to (9) above.</b>	40/-	80/-	120/-	160/-	200/-
13.	Uttar Pradesh: Areas under Chamoli, Pithoragarh and Uttar Kashi Districts	300/-	500/-	700/-	1,000/-	1,300/-
14.	Uttaranchal : Areas under Rudraprayag and Champavat Districts.	250/-	400/-	550/-	800/-	1,050/-

**MEMORANDUM OF SETTLEMENT** dated 2<sup>nd</sup> June 2005 between the Managements of 50 Banks as represented by the Indian Banks' Association and their workmen as represented by the Bank Karmachari Sena Mahasangh.

*[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules, 1957]*

Names of the Parties                      50 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers  
(Member Banks)

- 1) Shri A K Purwar
- 2) Dr. Dalbir Singh
- 3) Shri V P Shetty
- 4) Shri S C Basu
- 5) Shri M S Kapur
- 6) Shri M B N Rao
- 7) Dr. A K Khandelwal
- 8) Shri Ananthakrishna
- 9) Shri A Datta
- 10) Shri S A Farooqi
- 11) Shri A C Varma
- 12) Shri H N Sinor
- 13) Shri R Sivasankarababu

Duly authorised on behalf of the Indian Banks' Association

Representing the Workmen

- 1) Shri Sudhir Joshi
- 2) Shri Uttam Yadav
- 3) Shri Umakant Kotnis
- 4) Shri Baban Kale
- 5) Shri Nitin Kamath
- 6) Shri Hemant Nabar
- 7) Shri Rajan Tulaskar
- 8) Shri Anand Kabadi
- 9) Shri Pravin Raje

**Bank Karmachari Sena Mahasangh**

## SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the Bank Karmachari Sena Mahasangh representing the workmen employees of the Banks mentioned in the said Schedule on 27<sup>th</sup> March 2000 and 10<sup>th</sup> April 2002, inter alia regarding various terms and conditions of their service. The Settlement dated 27<sup>th</sup> March 2000 was operational for a period of 5 years from 1<sup>st</sup> November 1997.
- (B) The Bank Karmachari Sena Mahasangh (hereafter called the Union) submitted their Charter of Demands on 27<sup>th</sup> May 2002 for revision in wages and other service conditions of workmen to IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (C) Simultaneously, IBA also raised with the Union, issues on behalf of the managements of banks concerned, to be discussed and settled with a view to improving efficiency of operations, customer service, utilization of manpower, discipline and maintaining harmonious industrial relations.
- (D) The parties initially agreed after negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be Rs.1,288 crores per annum including the cost of superannuation benefits and accordingly exchanged minutes on 23<sup>rd</sup> November 2004 at Mumbai. It is agreed that for the purpose of this settlement, the additional cost of pension be shared between the parties at the ratio as agreed and pension costed accordingly.
- (E) The Union demanded one more option for pension considering the fact that many could not opt earlier for various reasons. IBA, however, reiterated its inability to extend the present pension scheme to those who had not opted for pension. However, both the parties agreed to discuss alternative proposals.
- (F) The parties thereafter negotiated the aforesaid demands and issues and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (G) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

**NOW, IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as under:-

## **TERMS OF THE SETTLEMENT**

### **GENERAL**

For Clauses 1 to 38 and Schedules I to VII, refer Settlement signed between IBA and All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation of India, the Indian National Bank Employees Federation and the National Organisation of Bank Workers.

#### **39. Date of Effect and Operation**

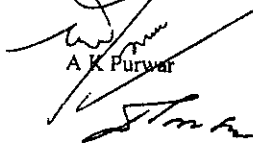
- i. This Settlement shall be binding on the parties for five years from 1.11.2002.
- ii. The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- iii. The Bank Karmachari Sena Mahasangh on behalf of the workmen agree that during the operation of this Settlement the workmen will not for any reason whatsoever, raise any demand of any nature whatsoever on any of the banks in respect of matters, monetary or otherwise, covered by this Memorandum of Settlement.
- iv. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

#### **40. Interpretation**

If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Bank Karmachari Sena Mahasangh for discussion and settlement.

For Indian Banks' Association

(S/Shri)



A K Purwar

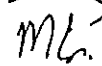
Dr. Dalbir Singh



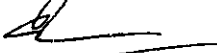
P Shetty



S C Basu



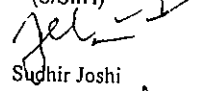
M S Kapur



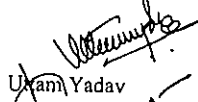
M B N Rao

For Bank Karmachari Sena Mahasangh

(S/Shri)



Sudhir Joshi



Umam Yadav



Umakan Kotnis

Baban Kale



Dr. A K Khandelwal



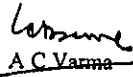
Ananthakrishna



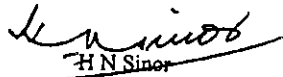
A Datta



S A Farooqi



A C Varma



H N Siner



R Sivasankarababu

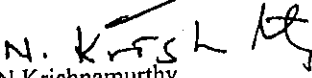


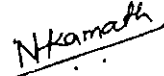
G Sankaranarayanan




WITNESSES  
(S/Shri)

  
Himadri Dutta

  
N Krishnamurthy

Nitin Kamath 

Hemant Nabar 

- CC TO: 1. Assistant Labour Commissioner (Central)  
2. Regional Labour Commissioner (Central)  
3. Chief Labour Commissioner (Central), New Delhi  
4. The Secretary to the Government of India,  
Ministry of Labour, New Delhi.



# **SECTION III**

**Memoranda of Settlements  
dated**

**10<sup>th</sup> April 2002**

**27<sup>th</sup> May 2002**

**on**

**Disciplinary Action & Procedure Therefor  
for  
Workmen**



**Section III:**  
**Settlement on Disciplinary Action & Procedure therefor**

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MEMORANDUM OF SETTLEMENT dated 10th April, 2002 between the Managements of 52 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Indian National Bank Employees' Federation.

[Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957 ]

Names of the Parties                      52 Banks which are on date 'A'  
Class Banks and listed in Schedule I  
to this Memorandum of  
Settlement  
and  
their workmen.

Representing the  
Employers  
(Member Banks)

- 1) Dr. Dalbir Singh
- 2) Shri V Leeladhar
- 3) Shri R V Shastri
- 4) Shri S S Kohli
- 5) Shri K V Krishnamurthy
- 6) Shri S Santhanakrishnan
- 7) Shri K C Chowdhary
- 8) Shri Allen C A Pereira

Duly authorised on behalf of the  
**Indian Banks' Association**

Representing the  
Workmen

- 1) Shri S D Dhopeswarkar
- 2) Shri P N Tewari
- 3) Shri R D Trivedi
- 4) Shri P D Singh
- 5) Shri P M Joseph
- 6) Shri Tarakeswar Chakraborti
- 7) Shri C H Venkatachalam
- 8) Shri Kamal Bhattacharyya
- 9) Shri Ramanand
- 10) Shri N K Gaur

- 11) Shri Lalit Kumar Nagda
- 12) Shri Mahesh Misra
- 13) Shri D K Chatterjee
- 14) Ms. Lalitha Joshi
- 15) Shri Rajen Nagar

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri P K Patnaik
- 3) Shri Y K Arora
- 4) Shri D Venugopal Reddy
- 5) Shri T Selvaraj
- 6) Shri Y Tharak Nath
- 7) Shri Milind Nadkarni
- 8) Shri S D Mishra
- 9) Shri Umesh P Naik
- 10) Shri V K Gupta
- 11) Shri S A Kadri
- 12) Shri Ananta Kalita
- 13) Shri Raphy Kunjappu
- 14) Shri B S Venkatanarasaiah
- 15) Shri Raju Sarvaiya

**National Confederation of Bank Employees**

- 1) Shri R P K Murugesan
- 2) Shri Subhas S Sawant
- 3) Shri S George Timothy
- 4) Shri R Kunchithapatham
- 5) Shri O P Sharma
- 6) Shri Siddharth B Menon

**Indian National Bank Employees' Federation**

## SHORT RECITAL OF THE CASE

### WHEREAS

- a) In respect of 52 'A' class banks listed in the Schedule to this Memorandum of Settlement except the State Bank of India, State Bank of Saurashtra, Indian Overseas Bank and Bank of Baroda, provisions of para 521 of the Sastry Award as finally, modified and enacted by the Industrial Dispute (Banking Companies) Decision Act, 1955; the Industrial Dispute (Banking Companies) Decision Amendment Act, 1957 and the provisions of paras 18.20, 18.24 and 18.28 of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1/1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19.10.1966, 31.10.1979, 22.11.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in these banks;
- b) In respect of State Bank of India, the said Awards as further modified by Settlements dated 31.10.1979, 28.11.1981 (entered into between State Bank of India and All India State Bank of India Staff Federation), 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- c) In State Bank of Saurashtra the provisions of the said Awards as further modified by a Settlement dated 11.11.1966 (entered into between State Bank of Saurashtra and All India State Bank of India Staff Federation) 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- d) In respect of Indian Overseas Bank, the provisions of the said Awards as further modified by the Settlements dated 14.12.1966 (entered into between IOB and the All Indian Overseas Bank Employees' Union), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- e) In respect of Bank of Baroda, the provisions of the said Awards as further modified by the Settlements dated 23.12.1966 (entered into between Bank



of Baroda and All India Bank of Baroda Employees' Federation), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;

- f) A Memorandum of Settlement was signed on 27th March, 2000 between Indian Banks' Association (IBA) on behalf of the member banks named in the Schedule thereto, on one hand and the All India Bank Employees' Association, National Confederation of Bank Employees, Indian National Bank Employees' Federation representing workmen employees of the banks on the other, regarding various terms and conditions of their service;
- g) The parties had then agreed that certain modifications/improvements suggested by the Indian Banks' Association in the Chapter on Disciplinary Action Procedure for workmen shall be discussed and resolved as early as possible.
- h) The parties accordingly discussed the modifications/ improvements including consolidation of the provisions of the said Awards as modified by Settlements which govern the Disciplinary Action Procedure for workmen in banks and have now reached an agreement in respect of the same.

NOW, it is hereby agreed and declared by and between the parties hereto as under:-

#### **TERMS OF SETTLEMENT**

The provisions of the said Awards, the First Bipartite Settlement dated 19.10.1966 and/or other subsequent Settlements dated 11.11.1966, 14.12.1966, 23.12.1966, 31.10.1979, 22.11.1979, 28.11.1981, 8.9.1983, 17.9.1984 and 14.2.1995 hereinafter collectively referred to as the said Settlements shall stand superseded and substituted by and in the manner detailed hereunder:-

#### **Disciplinary Action and Procedure therefor**

1. A person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply.

2. By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.
3.
  - (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.
  - (b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 6 below.
  - (c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months' pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so directs.
  - (d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding,

after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowance in lieu of notice, as directed above.

4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 11 and 12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 3 above. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 3 above shall apply.
5. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:
  - (a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;
  - (b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;
  - (c) drunkenness or riotous or disorderly or indecent behavior on the premises of the bank;
  - (d) wilful damage or attempt to cause damage to the property of the bank or any of its customers;

- (e) wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- (f) habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in, notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;
- (g) wilful slowing down in performance of work;
- (h) gambling or betting on the premises of the bank;
- (i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;
- (j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;
- (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
- (l) abetment or instigation of any of the acts or omissions above mentioned;
- (m) knowingly making a false statement in any document pertaining to or in connection with his employment in the bank;
- (n) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority;
- (o) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above Sub-Clause(n) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge;
- (p) remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days;

- (q) misbehaviour towards customers arising out of bank's business;
- (r) contesting election for parliament/ legislative assembly/legislative council/local bodies/municipal corporation/panchayat, without explicit written permission of the bank;
- (s) conviction by a criminal Court of Law for an offence involving moral turpitude;
- (t) indulging in any act of 'sexual harassment' of any woman at her workplace.

Note : Sexual harassment shall include such unwelcome sexually determined behaviour (whether directly or otherwise) as

- (a) physical contact and advances;
- (b) demand or request for sexual favours;
- (c) sexually coloured remarks;
- (d) showing pornography; or
- (e) any other unwelcome physical verbal or non-verbal conduct of a sexual nature.

**(u) (*For State Bank of India*)**

the giving or taking or abetting the giving or taking of dowry or demanding directly or indirectly from the parents or guardians of a bride or bridegroom, as the case may be, any dowry.

**Explanation** – For the purpose of sub-clause (u) the word 'dowry' has the same meaning as in the "Dowry Prohibition Act, 1961".

6. An employee found guilty of gross misconduct may:
- (a) be dismissed without notice; or
  - (b) be removed from service with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or

- (c) be compulsorily retired with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
  - (d) be discharged from service with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
  - (e) be brought down to lower stage in the scale of pay up to a maximum of two stages; or
  - (f) have his increment/s stopped with or without cumulative effect; or
  - (g) have his special pay withdrawn; or
  - (h) be warned or censured, or have an adverse remark entered against him; or
  - (i) be fined.
7. By the expression “minor misconduct” shall be meant any of the following acts and omissions on the part of an employee:
- (a) absence without leave or overstaying sanctioned leave without sufficient grounds;
  - (b) unpunctual or irregular attendance;
  - (c) neglect of work, negligence in performing duties;
  - (d) breach of any rule of business of the bank or instruction for the running of any department;
  - (e) committing nuisance on the premises of the bank;
  - (f) entering or leaving the premises of the bank except by an entrance provided for the purpose;
  - (g) attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;

- (h)** holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;
  - (i)** canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;
  - (j)** failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behavior while on duty;
  - (k)** marked disregard of ordinary requirements of decency and cleanliness in person or dress;
  - (l)** incurring debts to an extent considered by the management as excessive;
  - (m)** resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by sub-clause (n) under 'Gross Misconduct' and where a report to that effect has been received by the bank from the concerned authority and the employee accepts the charge;
  - (n)** refusal to attend training programmes without assigning sufficient and valid reasons;
  - (o)** not wearing, while on duty, identity card issued by the bank;
  - (p)** not wearing, while on duty, the uniforms supplied by the bank, in clean condition.
- 8.** An employee found guilty of minor misconduct may :
- (a)** be warned or censured; or
  - (b)** have an adverse remark entered against him; or
  - (c)** have his increment stopped for a period not longer than six months.

9. A workman found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any one charge.
10. In all cases in which action under Clauses 4, 6 or 8 may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered by the said employee, the finding or findings, with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible and such record of the proceedings shall be signed by the officer who holds them, after which a copy of such record shall be furnished to the employee concerned if so requested by him in writing.
11. When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.
12. The procedure in such cases shall be as follows :-
  - (a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge-sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the Officer conducting the enquiry, to cross-examine any witness on whose evidence the charge rests and to examine witnesses and produce other evidence in his defence. He shall also be permitted to be defended -
    - (i) (x) by a representative of a registered trade union of bank employees of which he is a member on the date first notified for the commencement of the enquiry.
    - (y) where the employee is not a member of any trade union of bank employees on the aforesaid date, by a representative of a registered trade union of employees of the bank in which he is employed :



OR

- (ii) at the request of the said union by a representative of the state federation or all India Organisation to which such union is affiliated;

OR

- (iii) with the Bank's permission, by a lawyer.

He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

- (b) Pending such inquiry or initiation of such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowances, etc.
- (c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

- (d) If the representative defending the employee is an employee of the same bank at an outstation branch within the same State, he shall be relieved on special leave (on full pay and allowances) to represent the employee and be paid one return fare. The class of fare to which he will be entitled would be the same as while travelling on duty. In case of any adjournment at the instance of the bank / enquiry officer, he may be asked to resume duty and if so, will be paid fare for the consequential journey. He shall also be paid full halting allowance for the period he stays at the place of the enquiry for defending the employee as also for the days of the journeys which are undertaken at the bank's cost.

**Explanation :**

'State' for the purpose, shall mean the area which constitutes a political State, but this explanation will not apply to SBI.

- (e) An enquiry need not be held if :
- (i) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct;
  - (ii) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice; and
  - (iii) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

However, if the employee concerned requests a hearing regarding the nature of punishment, such a hearing shall be given.

- (f) An enquiry need not also be held if the employee is charged with minor misconduct and the punishment proposed to be given is warning or censure. However,
- (i) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and

- (ii) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has a right to have access to the documents and material on which the charge is based;
  - (iii) if the employee requests a hearing such a hearing shall be given and in such a hearing he may be permitted to be represented by a representative authorised to defend him in an enquiry had such an enquiry been held.
- (g) Where an employee is charged with a minor misconduct and an enquiry is not held on two previous occasions, an enquiry shall be held in respect of the third occasion.
13. Where the provisions of this Settlement conflict with the procedure or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedure or rules, exist certain provisions outside the scope of the provisions contained in this Settlement enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 10 and 11 above shall apply.
14. The Chief Executive Officer or the Principal Officer in India of a bank or an Alternate Officer at the Head Office or Principal Office nominated by him for the purpose shall decide which officer (i.e. the disciplinary authority) shall be empowered to take disciplinary action in the case of each office or establishment. He shall also decide which officer or body higher in status than the officer authorized to take disciplinary action shall act as the appellate authority to deal with or hear and dispose of any appeal against orders passed in disciplinary matters. These authorities shall be nominated by designation, to pass original orders or hear and dispose of appeals from time to time and a notice specifying the authorities so nominated shall be published from time to time on the bank's notice board.

It is clarified that the disciplinary authority may conduct the enquiry himself or appoint another officer as the Enquiry Officer for the purpose of conducting an enquiry.

The appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearings are not required, an appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.

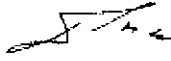
15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.
16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where any notice, order, charge-sheet, intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as good service.

#### **Date of Effect**

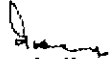
1. The provisions under this Memorandum of Settlement shall come into effect from the date of the Settlement and shall continue to govern and bind the parties until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
2. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules 1957, so that the terms and conditions hereof are binding on the parties as provided in law.

**For Indian Banks' Association**

(S/Shri)



**Dalbir Singh**



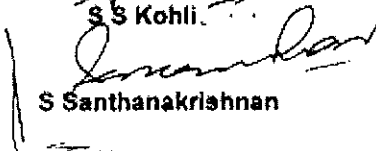
**V Leeladhar**



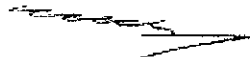
**R V Shastri**



**S S Kohli**



**S Santhanakrishnan**



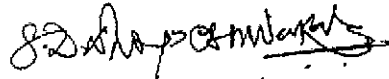
**K C Chowdhary**



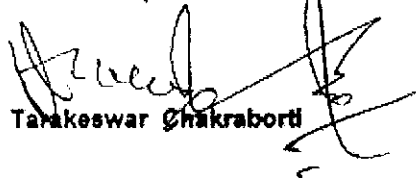
**Allen C A Pereira**

**For All India Bank Employees' Association**

(S/Shri)



**S D Dhopeswarkar**

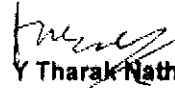


**Tarakeswar Chakraborti**

**For National Confederation of Bank Employees**



**L Balasubramanian**



**Y Tharak Nath**

**For Indian National Bank Employees' Federation**



**R P K Murugesan**



**Subhas S Sawant**

**WITNESSES**  
(S/Shri)



**G Sankaranarayanan**



**Himadri Dutta**

**C H Venkatachalam**



**Mihind Nadkarni**



**S B Menon**

- c.c. to: 1) Assistant Labour Commissioner (Central)  
2) Regional Labour Commissioner (Central)  
3) Chief Labour Commissioner (Central, New Delhi)  
4) The Secretary to the Government of India, Ministry of Labour, New Delhi.

## SCHEDULE-I

### LIST OF BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab & Sind Bank
15. Syndicate Bank
16. UCO Bank
17. Union Bank of India
18. United Bank of India
19. Vijaya Bank
20. State Bank of India
21. State Bank of Bikaner & Jaipur
22. State Bank of Hyderabad
23. State Bank of Indore
24. State Bank of Mysore
25. State Bank of Patiala
26. State Bank of Saurashtra
27. State Bank of Travancore
28. The Bank of Rajasthan Ltd.
29. Bharat Overseas Bank Ltd.

30. The Dhanalakshmi Bank Ltd.
31. The Federal Bank Ltd.
32. The Jammu & Kashmir Bank Ltd.
33. The Karnataka Bank Ltd.
34. The Karur Vysya Bank Ltd.
35. The Lakshmi Vilas Bank Ltd.
36. Lord Krishna Bank Ltd.
37. The Nainital Bank Ltd.
38. The Nedungadi Bank Ltd.
39. The Ratnakar Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. The Vysya Bank Ltd.
43. ABN Amro Bank N.V.
44. American Express Bank Ltd.
45. Bank of America NT & SA
46. The Bank of Tokyo – Mitsubishi Ltd.
47. BNP Paribas
48. Citibank N.A.
49. The Hongkong and Shanghai Banking Corporation Ltd.
50. Sumitomo Mitsui Banking Corporation
51. Sonali Bank
52. Standard Chartered Bank





## SHORT RECITAL OF THE CASE

### WHEREAS

- a) In respect of 52 'A' class banks listed in the Schedule to this Memorandum of Settlement except the State Bank of India, State Bank of Saurashtra, Indian Overseas Bank and Bank of Baroda, provisions of para 521 of the Sastry Award as finally, modified and enacted by the Industrial Dispute (Banking Companies) Decision Act, 1955; the Industrial Dispute (Banking Companies) Decision Amendment Act, 1957 and the provisions of paras 18.20, 18.24 and 18.28 of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1/1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19.10.1966, 31.10.1979, 22.11.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in these banks;
- b) In respect of State Bank of India, the said Awards as further modified by Settlements dated 31.10.1979, 28.11.1981 (entered into between State Bank of India and All India State Bank of India Staff Federation), 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- c) In State Bank of Saurashtra the provisions of the said Awards as further modified by a Settlement dated 11.11.1966 (entered into between State Bank of Saurashtra and All India State Bank of India Staff Federation) 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- d) In respect of Indian Overseas Bank, the provisions of the said Awards as further modified by the Settlements dated 14.12.1966 (entered into between IOB and the All Indian Overseas Bank Employees' Union), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- e) In respect of Bank of Baroda, the provisions of the said Awards as further modified by the Settlements dated 23.12.1966 (entered into between Bank of Baroda and All India Bank of Baroda Employees' Federation), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;

- f) A Memorandum of Settlement was signed on 27th March, 2000 between Indian Banks' Association (IBA) on behalf of the member banks named in the Schedule thereto, on one hand and the Bank Karmachari Sena Mahasangh representing workmen employees of the banks on the other, regarding various terms and conditions of their service;
- g) The parties had then agreed that certain modifications/improvements suggested by the Indian Banks' Association in the Chapter on Disciplinary Action Procedure for workmen shall be discussed and resolved as early as possible;
- h) The parties accordingly discussed the modifications/ improvements including consolidation of the provisions of the said Awards as modified by Settlements which govern the Disciplinary Action Procedure for workmen in banks and have now reached an agreement in respect of the same.

NOW, it is hereby agreed and declared by and between the parties hereto as under:-

#### **TERMS OF SETTLEMENT**

1. The provisions of the said Awards, the First Bipartite Settlement dated 19.10.1966 and/or other subsequent Settlements dated 11.11.1966, 14.12.1966, 23.12.1966, 31.10.1979, 22.11.1979, 28.11.1981, 8.9.1983, 17.9.1984 and 14.2.1995 hereinafter collectively referred to as the said Settlements shall stand superseded and substituted by and in the manner detailed hereunder: -

#### **Disciplinary Action and Procedure therefor**

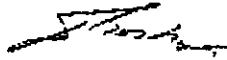
For Clauses 1 to 16 refer Settlement signed between IBA and All India Bank Employees' Association, National Confederation of Bank Employees and Indian National Bank Employees' Federation.

#### **Date of effect**

1. The provisions under this Memorandum of Settlement shall come into effect from 10th April, 2002 and shall continue to govern and bind the parties until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
2. Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules 1957, so that the terms and conditions hereof are binding on the parties as provided in law.

**For Indian Banks' Association**

(S/Shri)



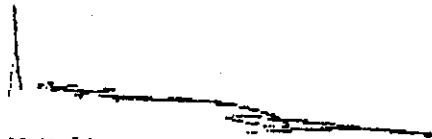
**Dalbir Singh**



**V Leeladhar**



**R V Shastri**



**K C Chowdhary**



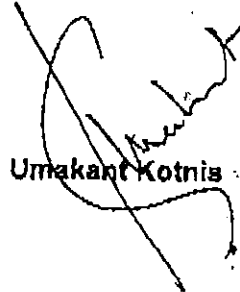
**Allen C A Pereira**

**For Bank Karmachari Sena Mahasangh**

(S/Shri)



**Sudhir Joshi**



**Umakant Kotnis**

**WITNESSES**  
(S/Shri)

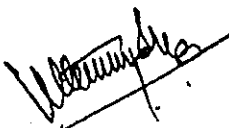


**G Sankaranarayanan**

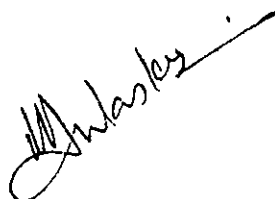
**Himadri Dutta**



**Uttam Yadav**



**Rajan Tulaskar**



- c.c. to: 1) Assistant Labour Commissioner (Central)  
2) Regional Labour Commissioner (Central)  
3) Chief Labour Commissioner (Central), New Delhi  
4) The Secretary to the Government of India, Ministry of Labour, New Delhi.

