

**MEMORANDUM OF SETTLEMENT dated 27<sup>th</sup> April 2010 between the Managements of 46 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.**

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*[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                      46 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers  
(Member Banks)

- 1) Shri M V Nair
- 2) Shri R Sridharan
- 3) Shri Narayanan Raja
- 4) Shri K Ramakrishnan
- 5) Shri B B Das
- 6) Shri Rajeev Rishi
- 7) Shri K Unnikrishnan
- 8) Shri M Venugopalan

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

Representing the Workmen

- 1) Shri Rajen Nagar
- 2) Shri C H Venkatachalam
- 3) Shri N K Gaur
- 4) Shri P N Tewari
- 5) Shri Mahesh Mishra
- 6) Shri J P Sharma
- 7) Shri V R Utagi
- 8) Shri B S Rambabu
- 9) Smt. Lalita Joshi
- 10) Shri D D Rustagi
- 11) Shri P R Karanth
- 12) Shri V K Sharma
- 13) Shri Satish R Khanolkar

- 14) Shri Gour Das
- 15) Shri P P Varghese
- 16) Shri R Vijayakumar
- 17) Shri E Arunachalam

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri S A Kadri
- 3) Shri Milind Nadkarni
- 4) Shri Prakash Gangal
- 5) Shri R K Sharma
- 6) Shri K K Khosla
- 7) Shri B C Kalita
- 8) Shri S Srinivasan
- 9) Shri M V Murali
- 10) Shri Peter Anto Nellissery
- 11) Shri P A Manjunatha
- 12) Shri K Raja Kurup
- 13) Shri Shyamal Karmakar
- 14) Shri J N Singh
- 15) Shri S D Mishra

**National Confederation of Bank Employees**

- 1) Shri P S Pillai
- 2) Shri Pradip Biswas
- 3) Shri G M V Nayak
- 4) Shri K Krishnan
- 5) Shri B Prasad
- 6) Shri P K Sarangi
- 7) Shri M R Shenoy
- 8) Shri M V Madhav Rao

**Bank Employees' Federation of India**

- 1) Shri Subhash S Sawant
- 2) Shri R Kunjithapatham
- 3) Shri S George Timothy
- 4) Shri Siddharath Menon
- 5) Shri Dharanidhar Swain
- 6) Shri Ishwar S Puthran
- 7) Shri Barun Sarbadhikari
- 8) Shri Shyam Mukhopadhyay

**Indian National Bank Employees'  
Federation**

- 1) Shri Dinesh Kulkarni
- 2) Shri Ashwani Kumar Rana
- 3) Shri K R Poonja
- 4) Shri Mohan Kumtakar
- 5) Shri Ramanath Kini
- 6) Shri M B Harinarayanan
- 7) Shri Manmohan Gupta
- 8) Shri K S Jayaram

**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 Schedule I hereto, signed a settlement dated 2<sup>nd</sup> June 2005 with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI), Indian National Bank Employees' Federation (INBEF) and National Organisation of Bank Workers (NOBW) representing the workmen employees of the Banks mentioned in the said Schedule I, inter alia regarding various terms and conditions of their service. The Settlement dated 2<sup>nd</sup> June 2005 was operational for a period of 5 years from 1st November 2002.
- (B) The AIBEA, NCBE, BEFI, INBEF and NOBW (hereafter jointly called the Unions) submitted their Charter of Demands dated 29<sup>th</sup> October 2007 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 Unions, issues on behalf of the managements of banks concerned, to be discussed and settled with a view to improving efficiency of operations in banks.
- (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.2,577 crores per annum including the cost of superannuation benefits and accordingly signed and exchanged minutes on 27<sup>th</sup> November 2009 at Mumbai. It is agreed that for the purpose of this settlement, the additional cost of pension be shared equally between the parties at the rate as agreed to pension costed accordingly.
- (E) The IBA and the Unions signed a minutes of the discussions on 25<sup>th</sup> February 2008 on various issues. Extending another option for pension to

those who did not opt for pension when Bank Employees' Pension Regulations, 1995 dated 29<sup>th</sup> September 1995/ 26<sup>th</sup> March 1996 were implemented was one of the issues to be considered. After several round of discussions and valuing the liability through an actuarial calculation, it is agreed to extend another option to join the pension scheme to those who did not opt for pension when Bank Employees' Pension Regulations, 1995 dated 29<sup>th</sup> September 1995/ 26<sup>th</sup> March 1996 were implemented, on the terms and conditions agreed and incorporated in the Settlement dated 27<sup>th</sup> April 2010 signed between the parties.

(F) Management proposed that a scheme for introduction of performance linked variable pay in addition to fixed pay be considered as part of this wage revision exercise to increase efficiency in operations. After preliminary discussions, the parties agreed to pursue the matter further after finalisation of this settlement, to reach a consensus.

(G) The parties negotiated the aforesaid demands and issues and have reached an agreement as set out herein under in full satisfaction of their demands.

(H) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and 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 46 Banks listed in Schedule 1 to this Memorandum of Settlement, except the State Bank of India, Indian Overseas Bank and Bank of Baroda, the provisions of the Sastry Award in Reference No.S.R.O. 35 dated 5<sup>th</sup> January 1952, notified on 26<sup>th</sup> March 1953 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, 10<sup>th</sup> April 2002 and 2<sup>nd</sup> June 2005 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, 22<sup>nd</sup> July 2003 and 2<sup>nd</sup> June 2005 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 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, 10<sup>th</sup> April 2002 and 2<sup>nd</sup> June 2005 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 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, 10<sup>th</sup> April 2002 and 2<sup>nd</sup> June 2005 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 State Bank of India, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii) and (iii) above refer to settlements entered into between State Bank of India, 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

(a) In supersession of Clause 4 of Bipartite Settlement dated 2<sup>nd</sup> June 2005, with effect from 1<sup>st</sup> November, 2007 the scales of pay shall be as under:-

<b>Clerical Staff</b>							
<b>6200</b>	<b>400</b>	<b>7400</b>	<b>500</b>	<b>8900</b>	<b>600</b>	<b>1130</b>	<b>700</b>
	<b>3</b>		<b>3</b>		<b>4</b>		<b>0</b>
<b>16200</b>	<b>1300</b>	<b>17500</b>	<b>800</b>	<b>18300</b>	<b>(20 years)</b>		
	<b>1</b>		<b>1</b>				

<b>Subordinate Staff</b>							
<b>5500</b>	<b>200</b>	<b>6300</b>	<b>250</b>	<b>7550</b>	<b>300</b>	<b>8750</b>	<b>350</b>
	<b>4</b>		<b>5</b>		<b>4</b>		<b>3</b>
<b>9800</b>	<b>400</b>	<b>11000</b>	<b>(20 years)</b>				
	<b>3</b>						

(b) With effect from 1<sup>st</sup> May 2010, the scales of pay shall be as under:

<b>Clerical Staff</b>							
<b>7200</b>	<b>400</b>	<b>8400</b>	<b>500</b>	<b>9900</b>	<b>600</b>	<b>12300</b>	<b>700</b>
	<b>3</b>		<b>3</b>		<b>4</b>		<b>7</b>
<b>17200</b>	<b>1300</b>	<b>18500</b>	<b>800</b>	<b>19300</b>	<b>(20 years)</b>		
	<b>1</b>		<b>1</b>		<b>0</b>		
<b>Subordinate Staff</b>							
<b>5850</b>	<b>200</b>	<b>6650</b>	<b>250</b>	<b>7900</b>	<b>300</b>	<b>9100</b>	<b>350</b>
	<b>4</b>		<b>5</b>		<b>4</b>		<b>3</b>
<b>10150</b>	<b>400</b>	<b>11350</b>	<b>(20 years)</b>				
	<b>3</b>						

**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 2<sup>nd</sup> June 2005 both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for seven stagnation increments w.e.f. 1<sup>st</sup> November 2007 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 seven stagnation increments at the rate of Rs.800/- and Rs.400/- (pro rata in respect of part-time employees) each due under this settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid, except that the seventh stagnation



increment in clerical cadre will be released after two years of receiving the sixth stagnation increment.

Provided that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of six stagnation increments shall be eligible for the seventh stagnation increment on 1<sup>st</sup> November 2007 or two years after receiving the sixth stagnation increment, whichever is later.

## **6. Definition of 'Pay'**

In reiteration of Clause 6 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, '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 2<sup>nd</sup> June 2005 with effect from 1st November 2007, the dearness allowance shall be payable as per the following rates:-

### **Clerical and Subordinate Staff**

0.15% of 'pay'

### **Note:**

Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 2836 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**

Clause 8 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005 stands superceded and accordingly no City Compensatory Allowance shall be payable w.e.f. 1<sup>st</sup> November 2007.

**9. House Rent Allowance**

In substitution of Clause 9 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005 with effect from 1<sup>st</sup> November, 2007 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	10.00
(ii)	Places with population of 12 lakhs and above including State of Goa	9.00
(iii)	Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories other than places mentioned in (i) and (ii) above	7.50
(iv)	Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.	7.00

**Note:**

- (1) Where quarters are provided, HRA shall not be payable and the rent to be recovered shall be 0.5% 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 2<sup>nd</sup> June 2005, Transport Allowance shall be paid as under with effect from 1<sup>st</sup> November, 2007.

### **Clerical and Subordinate Staff**

Upto 15 <sup>th</sup> stage of the scale of Pay	-	Rs. 225/- per month
16 <sup>th</sup> stage of the scale of Pay and above	-	Rs. 275/- per month

#### **Note:**

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

Upto 15 years of service	-	Pro rata @Rs.225/- per month
Above 15 years of service	-	Pro rata @Rs.275/- per month

- (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**

- (i) In supersession of Clause 11 of the Bipartite Settlement dated 2nd June 2005, with effect from 1st November 2007 and upto 30<sup>th</sup> April 2010, 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 (a), (b), (c) and (d) in Schedule II** to this Settlement.

- (ii) With effect from 1<sup>st</sup> May, 2010, posts attracting Special Pay in Clerical cadre as mentioned in **Part A (a) of Schedule II** to this agreement shall stand modified and members of clerical staff performing the said duties shall be treated as those assigned with duties of Single Window Operator 'B'.

With effect from 1<sup>st</sup> May, 2010, posts attracting Special Pay in Subordinate cadre as mentioned in **Part A (c) of Schedule II** to this agreement shall stand modified and members of Subordinate Staff performing the said duties shall be assigned with the duties of Cash Peon/ Liftman, Cyclostyle Machine operator / Relieving Liftman according to their suitability.

- (iii) With effect from 1<sup>st</sup> May, 2010, posts attracting Special Pay and Special Pay thereon shall be as provided in **Part B of Schedule II** to this Settlement.
- (iv) With effect from 1<sup>st</sup> May, 2010, Clerical staff who are drawing Special Pay for posts mentioned in **Part A (a) in Schedule II** to this Settlement as on 30<sup>th</sup> April, 2010 shall continue to discharge the Special Pay duties as hitherto and as provided in Schedule III of Bipartite Settlement dated 2<sup>nd</sup> June, 2005. In addition, upon their re-designation as Single Window Operator 'B' w.e.f. 1<sup>st</sup> May 2010 as provided in Clause (2) above, they shall also be liable to discharge the duties of Single Window Operator 'B'.

W.e.f. 1<sup>st</sup> May 2010, Subordinate staff who are drawing Special Pay for posts mentioned in **Part A (c) in Schedule II** to this Settlement as on 30<sup>th</sup> April 2010 shall continue to discharge the Special Pay duties as hither to and as provided in Schedule III of Bipartite Settlement dated 2<sup>nd</sup> June 2005. In addition, w.e.f. 1<sup>st</sup> May 2010, they shall also be liable to discharge the duties of Cash Peon/ Liftman/ Relieving Liftman/ Cyclostyle Machine Operator according to their suitability.

- (v) (a) With effect from 1<sup>st</sup> May 2010, all existing clerical staff who are not drawing any Special Pay as on 30<sup>th</sup> April 2010 shall be paid a Special Pay of Rs. 1000/- per month which shall be merged in their Basic Pay with effect from that date. They shall be designated as Single Window Operator 'A' and shall be liable to discharge the duties as provided in **Part C in Schedule II** to this Settlement.
- (b) With effect from 1<sup>st</sup> May 2010, all existing Subordinate staff who are not drawing any Special Pay as on 30<sup>th</sup> April, 2010, shall be paid a Special pay of Rs. 350/- per month and they shall be liable

to discharge the duties as provided in **Part C in Schedule II** to this Settlement.

- (vi) With effect from 1<sup>st</sup> May 2010, all Clerical and Subordinate Staff joining the Banks on and from 1<sup>st</sup> May 2010 shall be liable to discharge the duties as provided in Part C in Schedule II to this Settlement. Duties which require special skill such as Stenographer, Telephone Operator, Liftman, etc. shall be assigned only to those who possess the required skills.
- (vii) With effect from 1<sup>st</sup> May 2010, clerical staff recruited in the Banks on and from 1<sup>st</sup> May 2010 may be required to perform, in addition to the duties provided herein under **Part C of Schedule II**, specialized duties like Stenographer, Telephone Operator, etc. if their terms of recruitment so provides.
- (viii) With effect from 1<sup>st</sup> May 2010, for all the existing Clerical staff as on 30<sup>th</sup> April 2010 and continuing in service on 1st May 2010, out of the Special Pay payable to them, an amount of Rs. 1000/- shall be merged into Basic Pay and balance amount shall be payable as Special Pay. Basic Pay shall stand increased accordingly on and from 1<sup>st</sup> May 2010. Special Pay payable thereafter shall be as provided in Part B of Schedule II to this Settlement
- (ix) With effect from 1<sup>st</sup> May 2010, for all the existing Subordinate Staff as on 30<sup>th</sup> April 2010 and continuing in service on 1<sup>st</sup> May 2010, out of the Special Pay payable to them, an amount of Rs. 350/- shall be merged into Basic Pay and balance amount shall be payable as Special Pay. Basic Pay shall stand increased accordingly on and from 1<sup>st</sup> May 2010. Special Pay payable thereafter shall be as provided in Part B of Schedule II to this Settlement

- (x) With effect from 1<sup>st</sup> May 2010, the duties and responsibilities of Clerical and Subordinate Staff other than in State Bank of India shall be as set out in **Schedule III** to this Settlement.
- (xi) 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.
- (xii) With effect from 1<sup>st</sup> November 2007, Graduation Pay and Professional Qualification Pay payable to the clerical staff in banks shall be as mentioned in **Part D of Schedule II** to this Settlement.
- (xiii) The special pay, graduation pay and professional qualification pay as mentioned in **Schedule II** shall rank for superannuation benefits.
- (xiv) 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. While deciding the rates of Special Pay, the merger of Rs.1000/- and Rs.350/- in the Basic Pay in respect of clerical and subordinate staff respectively, w.e.f. 1<sup>st</sup> May 2010 shall be implemented as in the case of other banks.
- (xv) In reiteration of sub-clause (2) of clause 11 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, 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 increments(s) not available for being so released as advance increments be granted / released the first installment of Graduation Pay or PQP, as the case may be. Release of subsequent installments 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 installment of Graduation Pay or PQP, as the case may be and the release of subsequent installments 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 27<sup>th</sup> April 2010, 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 2007 or the date of acquiring any of the said qualifications, whichever is later, released increment/s or Graduation Pay / PQP as provided herein above.

(xvi) Graduation Pay/ Additional increment for Direct Post Graduation:

In partial modification of Clause 34 of Bipartite Settlement dated 2<sup>nd</sup> June 2005, while non-subordinate employees who acquire graduation qualification from Universities/Open Universities which are recognized by University Grants Commission will be eligible for being granted two additional increments for graduation/ graduation pay as the case may be, those who acquire post graduate qualification without being a graduate will be granted two additional increments for graduation/ graduation pay as the case may be subject to the following conditions:

- (i) Employees who are registered under the Post Graduation courses of Open University have either passed the foundation/entrance 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.

These provisions shall have effect from the date of this settlement.

## 12. Hill and Fuel Allowance

In partial modification of Clause 12 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1<sup>st</sup> November 2007:

a. At places situated at a height of 3000 metres and above	8% of pay (Max. Rs.1295/-p.m.)
b. At places situated at a height of and over 1500 metres but below 3000 metres	4% of pay (Max. Rs.510/-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.410/-p.m.)

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

## 13. Fixed Personal Pay

In partial modification of Clause XIV of Bipartite Settlement dated 29<sup>th</sup> October 1993, Clause 13 of Bipartite Settlement dated 27<sup>th</sup> March 2000 and Clause 13 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, the Fixed Personal Pay shall be revised with effect from 1st November 2007 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

(a) While the employees who are presently covered under the Pension Scheme and those who will join the Pension Scheme in terms of option being made available under Settlement dated 27<sup>th</sup> April, 2010 shall continue to contribute 10% of the Pay towards Provident Fund, there shall be no matching contribution.

(b) Employees of State Bank of India will continue to be covered by Contributory Provident Fund Scheme as hitherto.



- (c) Employees who are presently covered under Contributory Provident Fund Scheme who do not opt for Pension Scheme being made available under the Settlement dated 27<sup>th</sup> April, 2010 shall continue under the Contributory Provident Fund Scheme as hitherto.
- (d) There shall be no Provident Fund to employees joining the services of banks on or after 1<sup>st</sup> April 2010. They shall be covered by a Defined Contributory Pension Scheme, where the employee will contribute 10% of Pay plus Dearness Allowance and the bank will make a matching contribution. The Scheme shall be governed by the provisions of the Contributory Pension Scheme as introduced for employees of Central Government with effect from 1<sup>st</sup> January 2004 and modified from time to time.

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

1. It is agreed between the parties that the terms of the Bank Employees' Pension Regulations, 1995 dated 29<sup>th</sup> September 1995/ 26<sup>th</sup> March 1996 shall not apply to the employees who join the services of Banks on or after 1<sup>st</sup> April 2010; and they shall be covered by a Defined Contributory Pension Scheme, which shall be governed by the provision of the Contributory Pension Scheme introduced for employees of the Central Government w.e.f. 1<sup>st</sup> January 2004, and as modified from time to time. Necessary amendments to the relevant provisions of the Bank Employees' Pension Regulations, 1995 dated 29<sup>th</sup> September 1995/ 26<sup>th</sup> March 1996 shall be carried out following the procedure in this regard.
2. Further to Clause 6 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, it is agreed between the parties as under:
  - (i) With effect from 1<sup>st</sup> May 2005, the pension of employees who retired or died while in service during the period 1<sup>st</sup> April 1998 to 31<sup>st</sup> October 2002 will be re-fixed based on the definition of 'Pay' as

defined in Clause 6(ii) of the Bipartite Settlement dated 27<sup>th</sup> March 2000. No arrears of pension and commuted value of pension will be payable on account of such re-fixing of pension.

(ii) With effect from 1<sup>st</sup> May 2005, the pension of employees who retired or died while in service during the period 1<sup>st</sup> November 2002 to 30<sup>th</sup> April 2005 will be re-fixed based on the definition of 'Pay' as defined in Clause 6 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005. No arrears of pension or commuted value of pension will be payable on account of such re-fixation of pension.

3. Further to Clause 7(2) of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, it is agreed between the parties as under:

(i) On and from 1.5.2005, in the case of employees who retired during the period 1.4.1998 to 31.10.2002, dearness relief shall be payable for every rise or be recoverable for every fall, as the case may be, of every 4 points over 1684 points in the quarterly average of the All India Average Consumer Price Index for Industrial Workers in the series 1960=100. Such increase or decrease in dearness relief for every said four points shall be calculated in the manner given below:

<b>Scale of Basic Pension per month</b>	<b>The rate of Dearness Relief payable as a percentage of Basic Pension</b>
(i) Upto Rs. 3550	0.24 percent
(ii) Rs.3551 to Rs.5650	0.24 per cent of pension exceeding Rs.3550 plus 0.20 per cent of the basic pension in excess of Rs.3550
(iii) Rs.5651 to Rs.6010	0.24 per cent of Rs.3550 plus 0.20 per cent of the difference between Rs.5650 and Rs. 3550 plus 0.12 per cent of basic pension in excess of Rs.5650
(iv) Above Rs.6010	0.24 per cent of Rs. 3550 plus 0.20 per cent of the difference between Rs.5650 and Rs.3550 plus 0.12 per cent difference between Rs.6010 and Rs.5650 plus 0.06 per cent of basic pension in excess of Rs.6010

- (ii) In respect of retirees for the period 1.11.2002 to 30.4.2005 for whom pension has been revised w.e.f. 1.5.2005 based on definition of pay in terms of Clause 6 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, dearness relief shall be payable w.e.f. 1.5.2005 for every rise or be recoverable for every fall as the case may be of every four points over 2288 points in the quarterly average of All India Average Consumer Price Index for Industrial Workers in the series 1960=100 @ 0.18% of the basic pension.
- (iii) In respect of employees who retire on or after 1.5.2005, dearness relief shall be payable for every rise or be recoverable for every fall, as the case may be, of every four points over 2288 points in the quarterly average of the All India Average Consumer Price Index for Industrial Workers in the series 1960=100, at the rate of 0.18 per cent of basic pension.
- (iv) In respect of employees who retired or died while in service on or after 1.05.2005 Dearness Relief shall be payable at 0.18% of the basic pension or family pension or invalid pension or compassionate allowance as the case may be. Dearness Relief 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 Consumer Price Index for industrial workers in the series 1960 = 100.

**Note:** The Dearness Relief as above shall be payable for the half year commencing from the 1<sup>st</sup> day of February and ending with 31<sup>st</sup> day of July on the quarterly average of index figures published for the months October, November and December of the previous year and for the half year commencing from 1<sup>st</sup> day of August and ending with the 31<sup>st</sup> day of January on the quarterly average of the index figures published for the months of April, May and June of the same year.

#### **17. Medical Aid**

In substitution of Clause 17 of the Bipartite Settlement dated 2nd June 2005, with effect from 1st November 2007, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of Rs.2,000/- per annum.

For the year 2007, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December 2007.

**18. Definition of 'Family':**

- a. In substitution of Clause 18 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, 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), wholly dependent physically challenged brother / sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.
- b. The term wholly dependent child/parent, physically challenged brother/sister shall mean such member of the family having a monthly income not exceeding Rs.3500/- p.m.

If the income of one of the parents exceeds Rs.3,500/- p.m. or the aggregate income of both the parents exceeds Rs.3,500/- 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 19 of Bipartite Settlement dated 2<sup>nd</sup> June 2005, with effect from 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 2500 km. for subordinate staff and 2000 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 5000 km. for subordinate staff and 4000 km. for non-subordinate staff.
- (ii) With the effect from the date of settlement, the class of fare to which the workman and the members of his family would be entitled, shall be as follows :
- Subordinate Staff :**  
AC III Tier for the journey by mail/express train.
- Non-subordinate Staff :**  
AC II Tier for the journey by mail/express train.
- Provided further that where the non-subordinate 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, during the two year/four year block respectively, whichever is less.
- (iii) An employee and/or members of his family, when availing leave fare concession may undertake travel by any mode of surface transport between places 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 or motorcar owned by the employee with permission of the Bank.

- (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 LFC 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 **one day**.

- (v) All employees will be given an opportunity to exercise an option within 90 days from the date of this Settlement to avail LFC under two years/four years block as the case may be. If no option is exercised within the stipulated period, the earlier option will continue to be operative.

**20. Hospitalisation**

In substitution of Clause 20 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, with effect from the 1<sup>st</sup> May 2010, the reimbursement of hospitalisation expenses shall be as detailed in **Schedule V** to this Settlement.

**21. Part-Time Employees**

In substitution of Clause 21 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, with effect from 1<sup>st</sup> November 2007, Part-Time employees who are members of the subordinate staff on consolidated wages and whose normal working hours per week are 'upto 3 hours' and 'more than 3 hours but less than 6 hours' shall be paid one third scale wages w.e.f. 1<sup>st</sup> May 2010. From 1<sup>st</sup> November 2007 to 30<sup>th</sup> April 2010, they shall be paid consolidated wages as under:

- a. Upto 3 hours : at bank's discretion with a minimum of Rs.1030/- p.m.
- b. More than 3 hours but less than 6 hours : at bank's discretion with minimum of Rs.1440/- p.m.

The employees recruited on or after 1<sup>st</sup> May 2010 in part-time scale wages shall be at minimum of one third scale wages.

**22. Compensation on Transfer**

In supersession of Clause 10 of Bipartite Settlement dated 5<sup>th</sup> January 1987, with effect from 1<sup>st</sup> May 2010, compensation on transfer, shall be as under:-  
An employee on transfer shall be paid the cost actually incurred for transporting his personal effects, as under:

**By Train:**

	<b>Non Sub-staff</b>	<b>Sub-staff</b>
a. For married persons	3000 kg.	2000 kg.
b. For unmarried persons	2000 kg.	1150 kg.

**By Road:** If the places are not connected by rail/ out agency, actual expenses will be reimbursed for transporting the personal effects by road upto the stipulated weights by an IBA approved Transport Operator.

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

In supersession of Clause 22 of Bipartite Settlement dated 2nd June 2005, with effect from 1<sup>st</sup> May 2010, 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.1,120/-
Subordinate Staff	:	Rs.745/-

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

Clerical Staff	:	Rs.745/-
Subordinate Staff	:	Rs.560/-

**24. Halting Allowance**

In modification of clause 23 of the Bipartite Settlement dated 2nd June 2005, with effect from 1<sup>st</sup> May 2010, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters:

	<b>(A)</b>	<b>(B)</b>	<b>(C)</b>
	<b>Places with population of 12 lakhs and above and State of Goa</b>	<b>Places with population of 5 lakhs and above, State Capitals/ Capitals of Union Territories not covered in (A)</b>	<b>Other Places</b>
Clerical Staff	Rs.500/- per diem	Rs.375/- per diem	Rs.300/- per diem
Subordinate Staff	Rs.375/- per diem	Rs.250/- per diem	Rs.185/- per diem

**25. Washing Allowance**

In supersession of Clause 24 of Bipartite Settlement dated 2<sup>nd</sup> June 2005, with effect from 1<sup>st</sup> May 2010, washing allowance shall be payable at Rs.100/- p.m., where the washing of livery is not arranged by the bank.



**26. Cycle Allowance**

In supersession of clause 25 of Bipartite Settlement dated 2<sup>nd</sup> June 2005, w.e.f. 1st November 2007, 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.75/- p.m. at all centers.

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

**27. Split Duty Allowance**

In partial modification of Clause 26 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, w.e.f. 1st November 2007, Split Duty Allowance shall be payable at all centers at Rs.125/- p.m.

**28. Project Area Compensatory Allowance**

In partial modification of Clause 27 of the Bipartite Settlement dated 2<sup>nd</sup> June 2005, w.e.f. 1st November 2007, workmen in project areas shall be paid a project area compensatory allowance as under :

- (i) Project Area Group 'A'
  - Clerical Staff – Rs.205/-p.m.
  - Sub-Staff - Rs.180/- p.m.
- (ii) Project Area Group 'B'
  - Clerical Staff – Rs.180/- p.m.
  - Sub-Staff - Rs.150/- p.m.

**29. Special Area Allowance**

In supersession of all earlier provisions relating to Special Area Allowance, w.e.f. 1st November 2007, Special Area Allowance shall be payable at places specified in column 2 of the **Schedule VI** 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 VI 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.

**30. Maternity Leave**

Clause 26 of Bipartite Settlement dated 27<sup>th</sup> March 2000 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) Within the overall period of 12 months, leave may also be granted in case of hysterectomy upto a maximum of 45 days.
- (d) 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.

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

In substitution of Clause 30 of Bipartite Settlement dated 2<sup>nd</sup> June 2005 w.e.f. 1<sup>st</sup> May 2010, where an employee has to travel on duty / LFC between two places he shall be reimbursed actual road mileage cost or at Rs.3/- per k.m., whichever is less.

**32. Another Option for Pension (in Banks other than State Bank of India)**

Workmen employees in the service of the bank as on 27<sup>th</sup> April 2010 and who exercise their option to join the Pension Scheme in terms of the Settlement dated 27<sup>th</sup> April 2010 will contribute from their arrears on account of wage revision in terms of this Settlement an amount of Rs.878 crores towards their share in the amount of Rs.1800 crores offered by UFBU towards 30% of the estimated funding gap of Rs.6000 crores. The said amount is worked out @ 2.8 times of the revised pay payable for the month of November 2007.

**33. 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) The disposal of the balancing cost of pension in respect of State Bank of India arising out of this Settlement shall be decided by the bank with the concurrence of Government of India.

**34. Implementation**

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.

		<b>With effect from</b>
1.	Scales of Pay: As per Clause 4 (a)	1 <sup>st</sup> November 2007
	As per Clause 4(b)	1 <sup>st</sup> May 2010

2.	Stagnation Increment including 7 <sup>th</sup> stagnation increment, Dearness Allowance, Professional Qualification Pay/ Graduation Pay, House Rent Allowance, Provident Fund, Gratuity, Fixed Personal Pay, Transport Allowance, Annual Medical Aid, Special Area Allowance, Hill & Fuel Allowance, Split Duty Allowance, Cycle Allowance, Project Area Allowance	1 <sup>st</sup> November 2007
3.	Part-time employees: a) Increase in lumpsum wage:	1 <sup>st</sup> November 2007
	b) Elevation to one third scale wages	1 <sup>st</sup> May 2010
4.	Special Pay: a) Clause 11(i) and Clause 11(x)	1 <sup>st</sup> November 2007
	b) Clause 11 (ii) to Clause (xii)	1 <sup>st</sup> May 2010
	c) Clause 11 (xvi)	Date of Settlement (27 <sup>th</sup> April 2010)
5.	Halting Allowance, Washing Allowance, Road mileage	1 <sup>st</sup> May 2010
6.	LFC, Hospitalisation, Definition of Family, Special Leave for Hysterectomy	Date of Settlement

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

- i. This Settlement shall be binding on the parties for five years from 1<sup>st</sup> November 2007.
- 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 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 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.

### 36. 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.

Dated: 27<sup>th</sup> April 2010

<b>Indian Banks' Association (S/Shri)</b>	<b>All India Bank Employees' Association (S/Shri)</b>
M V Nair	Rajen Nagar
R Sridharan	C H Venkatachalam
Narayanan Raja	N K Gaur
K Ramakrishnan	P N Tewari
B B Das	Mahesh Mishra
Rajeev Rishi	J P Sharma
K Unnikrishnan	V R Utagi
M Venugopalan	B S Rambabu
	Smt. Lalita Joshi
	E Arunachalam

<b>National Confederation of Bank Employees (S/Shri)</b>	<b>Bank Employees' Federation of India (S/Shri)</b>
L Balasubramanian	P S Pillai
S A Kadri	Pradip Biswas
Milind Nadkarni	G M V Nayak
Prakash Gangal	K Krishnan
R K Sharma K K Khosla	<b>Indian National Bank Employees' Federation (S/Shri)</b>
B C Kalita	Subhash S Sawant
S Srinivasan	R Kunjithapatham
M V Murali	S George Timothy
Peter Anto Nellissery	Dharanidhar Swain
	<b>National Organisation of Bank Workers (S/Shri)</b>
	Dinesh Kulkarni
	Ashwani Kumar Rana
	K R Poonja
	Mohan Kumtakar
<b>WITNESSES (S/Shri)</b>	
K Ganesan	
W Ferreira	
D D Rustagi	
P R Karanth	
Gour Das	
P A Manjunatha	
K Raja Kurup	
Shyamal Karmakar	
B Prasad	
P K Sarangi	
Siddharath Menon	
Barun Sarbadhikari	
Ramanath Kini	
M B Harinarayanan	
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.	

## 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 Travancore
27. Bank of Rajasthan Ltd.
28. The Catholic Syrian Bank Ltd.
29. The Dhanalakshmi Bank Ltd.
30. The Federal Bank Ltd.
31. ING Vysya 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. The Nainital Bank Ltd.
37. The Ratnakar Bank Ltd.
38. The South Indian Bank Ltd.
39. The Royal Bank of Scotland N.V.
40. Bank of America N.A.
41. The Bank of Tokyo-Mitsubishi UFJ, Ltd.
42. BNP Paribas
43. Citibank, N.A.
44. The Hongkong & Shanghai Banking Corporation Ltd.
45. Sonali Bank
46. Standard Chartered Bank

**SCHEDULE - II****SPECIAL PAY  
PART A(a)****For Clerical Staff (from 1.11.2007 upto 30.4.2010)**

<b>Sr. No</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>
1.	Relieving Telephone Operator	110
2.	Telephone Operator	210
3.	Audit Clerk - Category "A"	360
4.	Audit Clerk - Category "B"	670
5.	Comptist	420
6.	Agricultural Assistant	510
7.	Telex Operator	530
8.	Punch Card Operator	580
9.	Assistant Head Cashier Units of 4 clerks & below	450
10.	Assistant Head Cashier Unit of 5 Clerk & above	650
11.	Teller - Category A	690
12.	Cashier in Charge of Cash in Pay Offices	690
13.	Head Cashier - Cat. A - Units of 4 clerks & below	690
14.	Head Cashier - Cat. A - Units of 5 clerks & above	910
15.	Head Cashier - Cat. B - Units of 4 clerks & below	820
16.	Head Cashier - Cat. B - Units of 5 clerks & above	1020
17.	Encoder Operator	740
18.	Data Entry Operator	860
19.	Accounting Machine Operator	910
20.	IBM/ICT Machine Operator	1020
21.	Stenographer	1020
22.	Head Clerk	1020
23.	ALPM Operator	1060
24.	Teller	1150
25.	Head Cashier Category C	1150
26.	Computer Operator - A	1250
27.	Head Cashier Category I	1270

**Note:**

W.e.f. 1<sup>st</sup> May, 2010, all the above posts attracting Special Pay stand modified and re-designated as Single Window Operator 'B'.



**PART A(b)**

<b>Sr. No.</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>
1.	Computer Operator - B (with passing powers)	1500
2.	Head Cashier Category II	1780
3.	Special Assistant	2180

**PART A(c)**

**For Subordinate Staff (from 1.11.2007 upto 30.4.2010)**

<b>Sr. No.</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>
1.	Relieving Liftman	210
2.	Cyclostyle Operator	280

**Note:**

W.e.f. 1<sup>st</sup> May, 2010, the above posts shall stand modified and re-designated as Cash Peon-cum Liftman and Cash peon-cum-Cyclostyle Machine operator.

**PART A(d)**

<b>Sr. No.</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>
1.	Cash Peon	350
2.	Watchman	350
3.	Liftman	350
4.	Armed Guard	590
5.	Bill Collector	590
6.	Daftary	690
7.	Head Peon	800
8.	Head Messenger in IOB	1350
9.	Electrician	1600
10.	A/C Plant Operator	1600
11.	Driver	1800

## SPECIAL PAY

### PART B

#### For Clerical Staff (w.e.f. 1.5.2010)

<b>Sr. No.</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>	<b>To be merged with Basic Pay on and from 1-5-2010 (Rs.)</b>	<b>Special Pay payable from 1-5-2010 (Rs.)</b>
1.	Single Window Operator 'B'	1500	1000	500
2.	Head Cashier - II	1780	1000	780
3.	Special Assistant	2180	1000	1180

#### For Subordinate Staff (w.e.f. 1.5.2010)

<b>Sr. No.</b>	<b>Post</b>	<b>Special Pay (Rs.)</b>	<b>To be merged with Basic Pay on and from 1-5-2010 (Rs.)</b>	<b>Special Pay payable from 1-5-2010 (Rs.)</b>
<b>1.</b>	Cash Peon	350	350	0
<b>2.</b>	Watchman	350	350	<b>0</b>
<b>3.</b>	Liftman	350	350	<b>0</b>
4.	Armed Guard	590	350	240
5.	Bill Collector	590	350	240
6.	Daftary	690	350	340
7.	Head Peon	800	350	450
8.	Electrician	1600	350	1250
9.	AC Plant Operator	1600	350	1250
10.	Driver	1800	350	1450
11.	Head Messenger in IOB	1350	350	1000

## **PART C**

*[Refer to Clause 11 (v) (a) and (b) and 11 (vi) of this Settlement]*

### **(a) Duties of Clerical Staff w.e.f. 1st May, 2010**

All members of the clerical staff who do not get any special pay as on 30<sup>th</sup> April 2010 on regular basis shall be designated as Single Window Operator 'A'. The following duties shall inter alia form part of their normal duties:

- (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.

All clerks shall also perform all duties and functions of their 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.

In addition, his duties will include –

- a. Passing and cash payment of all cheques/withdrawal forms/bankers' cheques/gift cheques, etc. upto and including Rs.10,000/-
- b. Passing independently clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs.15,000/-
- c. Receipts of cash and issuance of pre-signed drafts / gift cheques / travellers' cheques / pay orders / bank orders, etc. upto and including Rs.15,000/-

**(b) Duties of Subordinate Staff w.e.f. 1st May, 2010**

All the normal and routine duties of the subordinate staff cadre and for performance of which no special pay shall be payable. In addition they shall also be required to perform the following duties.

- 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
- 2) To stitch currency note bundles
- 3) To stitch and seal parcels and packets containing currency notes;
- 4) To transit cash from the bank to an office outside or vice versa, if unaccompanied by a watchman / Armed Guard.

**PART D**  
**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.250/- p.m. after they complete 1 year  
Rs.490/- p.m. after they complete 2 years
  
2. Those who have passed JAIIB or Part I of CAIB/CAIIB-  
Rs.250/- p.m. after they complete 1 year
  
3. Those who have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB -  
Rs.250/- p.m. after they complete 1 year  
Rs.490/- p.m. after they complete 2 years  
Rs.740/- p.m. after they complete 3 years
  
4. Those who are graduates/NDC and have passed JAIIB or Part I of CAIB/CAIIB -Rs.250/- p.m. after they complete 1 year  
Rs.490/- p.m. after they complete 2 years  
Rs.740/- p.m. after they complete 3 years
  
4. Those who are graduates/NDC and have passed JAIIB or Both Parts of CAIB/CAIIB –  
Rs.250/- p.m. after they complete 1 year  
Rs.490/- p.m. after they complete 2 years  
Rs.740/- p.m. after they complete 3 years  
Rs.990/- p.m. after they complete 4 years  
Rs.1230/- p.m. after they complete 5 years.

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

**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 POSTS IN CLERICAL CADRE

### Single Window Operator 'B'

In addition to the duties of Single Window Operator 'A', their duties will include –

- (a) Passing and cash payment of all cheques/withdrawal forms/bankers' cheques/gift cheques, etc. upto and including Rs.20,000/-
- (b) Passing independently clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs.25,000/-
- (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/-

### Head Cashier II

Their duties involve :

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;

1. Opinion compilation;
2. Verification of vernacular signatures/ endorsements;
3. Countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts, etc.
4. Attending to Government Treasury work;
5. Discharging/endorsing bills, cheques, etc.;
6. Being in charge of clearing and godown departments, etc.;
7. 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.

## **Special Assistants**

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 :

- 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.
- 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 therefor are taken by himself or by the clerks placed under him and shall ensure that, wherever necessary :

- a) Reminders are sent on time and followed up
- b) Pass sheets/books are filled up and issued promptly
- c) Deposits are renewed on due dates or reminders sent to the parties
- d) Standing instructions are complied with
- e) Bills are accepted and due dates diarised/advised and followed up
- f) Interest, commissions and service charges are collected
- g) Proceeds of bills are received or remitted promptly;
- h) Confirmation of balance of accounts of the customers and its follow up.
- 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.
- j) Balances promptly taken, tallied and reported and followed up and also returns submitted;
- k) Advices and/or duplicate advices /summaries are issued /responded promptly, whenever called for;
- l) Checking the proper recording of entries and all relevant particulars in regard to accounts opened under due authorisation.

**Notes:-**

- (i) In respect of the above special pay carrying posts in clerical cadre –
  - Countersigning would mean signing in a manner whereby the primary responsibility for ensuring that all the formalities are complete rests with the other signatory.
  - 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 on line.

- 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 on line.
- (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.

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

<b>POST</b>	<b>DUTIES</b>
Cash Peon	<p>Persons required</p> <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>
Liftman	Persons required to operate the lifts on regular assignment.
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	<p>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> <ol style="list-style-type: none"> <li>i) Gun, Pistol or any other fire arm; or</li> <li>ii) Dagger, sword, khukri or spear; or</li> <li>iii) any other licensed weapon</li> </ol> <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>

Bill Collector	<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</li> </ol> <p>They may also be required to collect cash not exceeding Rs.4000/- at a time against various instruments.</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.</li> </ol> <p>They may also be required to collect cash not exceeding Rs.5,000/- at a time against various instruments.</p> <ol style="list-style-type: none"> <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	<p>Persons required to assist in supervision of various matters pertaining to subordinate staff like:</p> <ol style="list-style-type: none"> <li>i) Cleanliness of the office premises;</li> <li>ii) Cleanliness of uniforms;</li> <li>iii) Leave arrangements;</li> <li>iv) Arrangements for safekeeping of keys; and</li> <li>v) Distribution of duties amongst the subordinate staff</li> </ol>
Air-Conditioning Plant Helper	<p>Semi skilled persons who under the supervision of the technician attend to routine maintenance of and minor repairs to air conditioning plants.</p>

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	As per bank level agreements.

**SCHEDULE - IV**

**FIXED PERSONAL PAY**

Area of Posting	Total FPP payable where bank's accommodation is not provided	Total FPP payable where bank's accommodation is provided	Increment Component of FPP
(1)	(2)	(3)	(4)
<b>CLERICAL STAFF</b>			
(i) Places with population of more than 45 lakhs	940	860	800
(ii) Places with population of 12 lakhs and above including State of Goa	930	860	800
(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above	920	860	800
(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.	915	860	800
<b>SUBORDINATE STAFF</b>			
(i) Places with population of more than 45 lakhs	470	430	400
(ii) Places with population of 12 lakhs and above including State of Goa	465	430	400
(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above	460	430	400
(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.	460	430	400

**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 unmarried children (including step children and legally adopted children), wholly dependent physically challenged brother/sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.

(a) The term wholly dependent child/parent, wholly dependent brother/sister shall mean such member of the family having a monthly income not exceeding Rs.3500/- p.m. If the income of one of the parents exceeds Rs.3,500/- p.m. or the aggregate income of both the parents exceeds Rs.3,500/- p.m., both the parents shall not be considered as wholly dependent on the employee.

(b) 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.

**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.220/- 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.450/- 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.550/- 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:**

	<b>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</b>	
	<b>Major 'A' Class cities viz. Mumbai, Chennai, Delhi, Kolkata, Ahmedabad, Bangalore &amp; Hyderabad</b>	<b>Other Places</b>
	<b><i>Rs. per visit</i></b>	<b><i>Rs. per visit</i></b>



<b>VISIT AT THE CHAMBER</b>		
First Consultation	220/-	130/-
Subsequent Consultations	85/-	70/-
<b>VISIT AT RESIDENCE</b>		
In case of emergency leading to Hospitalisation	330/-	210/-
Second Consultation	250/-	165/-
Subsequent Consultations	165/-	110/-
<b>VISIT MADE BY SPECIALISTS AT THE HOSPITAL:- SPECIAL VISIT</b>		
During the day time	140/-	95/-
During the night time	330/-	165/-
Routine visits	140/-	95/-

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 Rs.165/- per trip |
| (ii) By autorickshaw | - Actuals subject to maximum of Rs.85/- 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.6.00 per kilometer, with a maximum of Rs.1100/- 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/ auto rickshaw 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, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailment, Pleuresy, 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, Third Degree Burns, Rheumatoid Arthritis, Hypothyroidism and Hyperthyroidism.

### **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, Sidha, 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.1,60,000/-
(b) Coronary Angiography	Rs.16,500/-
(c) Angioplasty/Stentoplasty	Rs.80,000/-
(d) Kidney Transplant	Rs.1,80,000/-
(e) Liver Transplant	Rs.2,20,000/-

**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.
-

## Annexure I

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

<b>NAME OF PROCEDURE</b>	<b>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>
<b>CLINICAL PATHOLOGY</b>	
Urine Routine	45
Urine for Albumin	45
Urine for 17 Ketosteroids	400
Urine Culture	125
Urine for Column Count Test	125
Sensitivity Test	165
Urine for Acid Fast Bacilli (T B Culture)	115
Urine Bile Pigment and Salt	45
Urine Urobilinogen	45
Urine Occult Blood	45
Urine Total Proteins	90
Urine Sodium	90
Urine Chloride	90
Bence Jones Protein	55
Stool Routine	45
Stool Occult Blood	45
Smear Analysis	65
Body Fluids-C.S.F./Plural/Ascitic, etc. Chemistry, Sugar, Protein, etc	185
Malignant Cells	150
<b>HAEMATOLOGY</b>	
Blood Count with Indices (Hb, TLC, DLC)	80
Blood Count without Indices (Hb, TLC, DLC)	75
RBC and Hb with Indices	80
RBC and Hb without Indices	60
Total WBC and Differential Count (TC/DC)	60
Blood Smears for parasites (MP, etc.)	45
Peripheral smear examination	50
Blood for Microfilaria	110
Platelet Count	80
Bleeding and Coagulation time (BT CT)	75

<b>NAME OF PROCEDURE</b>	<b>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>
Clot Retraction Time	75
Prothrombin Time	85
Erythrocytes Sedimentation Rate (Westergren's method)	35
Sedimentation Rate (Both Methods) ESR	35
Hb, TLC, DLC, ESR	95
Blood Culture	175
Clot Culture	175
Glucose Phosphate Dehydrogenase (G&PD)	165
Reticulocyte Count	50
Absolute Eosinophil Count	45
Packed Cell Volume (PCV)	45
R.B.C. Fragility Test	80
L.E. Cell	105
Haemogram	95
Bone Marrow Smear Examination	225
Partial Thromboplastin	150
<b>BLOOD BANK</b>	
Coomb's Test direct (for coating antibodies)	165
Coomb's Test (for complete and incomplete indirect antibodies)	220
Blood Grouping and Rh Factor only (not for matching) for Non-maternity Cases	75
Blood Transfusion per Bottle and Donor's fees (including Pathologist's attendance and cross-matching)	400
Packed Cell Preparation	280
<b>BIOCHEMISTRY</b>	
Blood Urea/Calcium/Phosphorus/Phosphatase/ Sodium/Potassium each	110
Blood Urea Nitrogen	110
Urea Clearance Test	190
Creatinine Clearance Test	190
Serum Proteins or Plasma Proteins	110
Serum Proteins Electrophoresis	220
Blood for Fibrinogen	120
Blood for Creatinine	85
Blood Uric Acid	110
Blood Sugar Curve (Glucose Tolerance Test) GTC or GTT	310
CO <sub>2</sub> Combining Power of Plasma	145

<b>NAME OF PROCEDURE</b>	<b>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>
Blood Cholesterol	85
Blood Protein Bound Iodine (PBI)	330
Blood Chlorides (S Cl)	110
Serum Sodium (S Na)	95
Serum Potassium (S K)	95
Serum Iron (S Fe)	145
Serum Iron Studies	240
Serum Calcium (S Ca)	95
Serum Phosphorous (S.P.)	95
Serum Alkaline Phosphatase	85
Serum Acid Phosphatase	150
Serum Glutamic Oxalic Transaminase (SG OT)	85
Serum Lipase	145
Serum Glutamic Pyruvic Transaminase (SG PT)	85
Serum Anylase	215
C P K	345
Glucose 6 Phosphate Dehydrogenase	185
Serum Lactic Dehydrogenase(LDH)	160
Serum Lactic Dehydrogenase with Isoenzyme	415
SMA 12-2 (14 Blood Chemistry)	690
<b>BACTERIOLOGY &amp; SEROLOGY</b>	
Brucella Agglutination Test*	145
Cold Agglutination Test for Virus Pneumonia	145
Paul Bunnel Test	165
C Reactive Proteins**	150
Smear Gram-Strain Examination	55
Sputum Smear A.F.B. Stain	55
V.D.R.L.	85
Widal Test	85
R.A.Test	110
Culture & Sensitivity (other specimens)	165
Vibro Cholera Culture	145
Conjunctival Swab for Microscopic and Culture Examination	155
Smear Examination for Micro Organisms	105
Fluids or Exudates for Malignant Cells	155
* For hospitalised patients only	
** For Rheumatic disease to be reimbursed for hospitalised patient	

<b>NAME OF PROCEDURE</b>	<b>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>
<b>X-RAY</b>	
Fluroscopy Chest	135
Abdomen AP Erect (One Film)	150
Abdomen Lateral View (One Film)	150
Abdomen for Pregnancy	150
Chest PA View (One Film)	150
Chest Oblique or Lateral (One Film)	150
Mastoids	150
Extremities, Bones and Joints (One Film)	150
Pelvis (One Film)	150
Paranasal Sinuses (One Film)	150
T.M. Joints (One Film)	150
Abdomen & Pelvis for K.U.B.	250
Skull A.P. & Lateral	250
Spine AP & Lateral	250
Barium Swallow	580
Sinography/Sialography	660
Cystography/Urethrography	990
Arthrography	745
Retrograde Pyelography	825
Oral or I.V. Cholecystography	825
Barium Enema	1075
Barium Meal Upper or Lower	1075
Bronchography	1155
I.V. Urography	1155
Myelography	1320
Pneumo Encephalography	990
Barium Meal Complete	1320
Cerebral/Femoral Angiography	1570
<b>C T SCAN/MRI</b>	
CT Scan	2750
CT Scan (with contrast)	4400
MRI	5500
MRI (with contrast)	7200
<b>ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY</b>	
Electro Cardiogram (ECG)	150



<b>NAME OF PROCEDURE</b>	<b>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>
Indial Test	155
U C G (Phono-cardiography, Telemetry C, Cardiac Ex Test, Stress Test)	760
Echo Cardiography	870
Cardio Version	560
Ultra Sonography	435
US Guided Biopsy	580
<b>SKIN</b>	
Tuberculin Test (Mantoux) TT or MT	115
Scraping for Fungus	60
Skin Clipping & smear for Leprosy	115
Nasal smear for leprosy	95
<b>LIVER FUNCTION TESTS</b>	
Thymol Turbidity Test	100
Cephalin Cholesterol Flocculation Test	100
Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)	165
Takata Ara Reaction	110
Bromsulphalein Excretion Test (Excluding injection charges)	240
<b>PLEURAL AND PERICARDIAL AND ASCITIC FLUIDS</b>	
Pleural Fluid for Routine Examination	155
Pleural Fluid for Cultural Pericardial and Ascitic Fluids	155
<b>SPUTUM EXAMINATION</b>	
Sputum Routine	100
Sputum for Acid Fast Bacilli only (Sputum AF B)	100
Sputum for Culture (Culture for TB)	155
CSF for Diptheria	140
Culture for Diptheria	115
<b>GASTRIC ANALYSIS</b>	
Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)	240
Sternal Marrow Routine Cytology (Bone Marrow)	310
Basal Metabolic Rate (BMR)	275
Lung Function Test	275
<b>PSYCHIATRY TEST</b>	

<b>NAME OF PROCEDURE</b>	<b>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>
ECT	150
CO <sub>2</sub>	90
Psychology Testing	150
<b>RIA</b>	
TSH, LH, FSH, Prolactin (for each test)	180
Testosterone	470
Parathyroid	470
Estrogen (Total)	470
ACTH	470
HBsAg by RIA or EIA	550
<b>FOR SURGICAL INVESTIGATION &amp; TREATMENT OF CANCER</b>	
Scopies and Biopsies	550
<b>Chemotherapy:</b>	
Single Drug Therapy per day	1100
Multiple Drug Therapy per day	2200
Infusional Chemotherapy	3300
<b>OXYGEN CHARGES</b>	
Oxygen charges shall be reimbursed at the rate of Rs.40/- per hour subject to a maximum of Rs.400/- per day .	

**Note:**

*Any test/investigation prescribed by the Hospital/Doctor but not included in the Schedule may be reimbursed at 100%/75% of the cost of such tests or the rates of CGHS, whichever is lower.*

**OPERATION CHARGES**

	<b>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</b>		
	<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	3,300/-	2,200/-	715/-
(b) Anaesthetist's Charges	3,300/-	2,200/-	715/-
(c) Surgeon's Fees for Operation (including Fees for Assistants)	11,000/-	7,150/-	2,310/-
<p>(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.</p> <p>Indicative list of Special, Major and Minor operations is appended below:</p> <p><b>SPECIAL OPERATIONS :</b></p> <p>Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations, Kidney/Liver Transplantation Operation, Bone Marrow transplant and Multiple Fractures (time taken is more than 3 hours).</p> <p><b>MAJOR OPERATIONS :</b></p> <p>Kidney Stone (including lithotripsy), Prostate, Thyroid, Caesarean Delivery, Gastrectomy, Hysterectomy, Fractures, Amputations, S.P.Nailing, Discoideotomy, Retina Detachment, Liver &amp; Gall Bladder, Plastic Surgery (not for beautification), Cataract(wih IOL), Hernia subject to Bank's discretion (Time taken approximately 1 to 3 hours).</p> <p><b>MINOR OPERATIONS :</b></p> <p>D &amp; 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).</p> <p><b><u>Note:-</u></b></p> <p>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.</p>			

**SCHEDULE VI**

**Special Area Allowance for Workmen**

<b>Sr. No.</b>	<b>Area</b>	<b>Allowances (Rs.)</b>	
		<b>Pay below Rs.14,700</b>	<b>Pay above Rs.14,700</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.	<b>Mizoram</b>		
	a) Throughout Lunglei District excluding areas beyond 25 kms. from Lunglei town of Mizoram.	2000	2600
	• Throughout Aizawl	1600	2100
	• District of Mizoram	1200	1500
2.	<b>Nagaland</b>	1600	2100
3.	<b>Andaman &amp; Nicobar Islands</b>		
	• North Andaman, Middle Andamans, Little Andaman, Nicobar & Narcondum Islands	2000	2600
	• South Andaman (including Port Blair)	1600	2100
4.	<b>Sikkim</b>	2000	2600
5.	<b>Lakshadweep Islands</b>	2000	2600
6.	<b>Assam</b>	320	400
7.	<b>Meghalaya</b>	320	400
8.	<b>Tripura</b>		
	a) Difficult areas of Tripura	1600	2100
	b) Throughout Tripura except difficult areas.	1200	1500
9.	<b>Manipur</b>	1200	1500
10.	<b>Arunachal Pradesh</b>		
	a) Difficult areas of Arunachal Pradesh	2000	2600

Sr. No.	Area	Allowances (Rs.)	
		Pay below Rs.14,700	Pay above Rs.14,700
1	2	3	4
	b) Throughout Arunachal Pradesh other than difficult areas.	1600	2100
11.	<b>Jammu &amp; Kashmir</b>		
	1) Kathua District: Niabat Bani, Lohi, Malhar and Machhodi	2000	2600
	2) Udhampur District: a) Dudu Basantgarh, Lander Bhamag Illaqa, other than those included in Part 2(b).	2000	2600
	b) Areas upto Goel from Kamban Side and areas upto Arnas from Keasi side in Tehsil Mohre.	1600	2100
	3) Doda District:  Illaquas of Padder and Niabat Nowgam in Kishtwar Tehsil	2000	2600
	4) Leh District :  All places in the District	2000	2600
	5) Barmulla District  a) Entire Gurez-Nirabat, Tangdar Sub-Division and Keran Illaqua	2000	2600
	b) Matchill	1600	2100
	6) Poonch and Rajouri District :  Areas in Poonch and Rajouri District excluding the towns of Poonch and Rajouri and Sunderbani and other urban areas in the two Districts.	1200	1500
	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.	1200	1500

Sr. No.	Area	Allowances (Rs.)	
		Pay below Rs.14,700	Pay above Rs.14,700
1	2	3	4
12.	<b>Himachal Pradesh</b>		
	(1) Chamba District		
	a) Pangi Tehsil, Bharmour Tehsil, Panchayats : Badgaun, Bajol, Deol Kugti, Nayagam and Tundah, Villages: Ghatu of Gram Panchayat Jagat, Kanarsi of Gram Panchayat Chauhata	2000	2600
	b) Bharmour Tehsil, excluding Panchayats and Villages included in (a) above.	1600	2100
	c) Jhandru Panchayat in Bhatiyat Tehsil, Churah Tehsil, Dalhousie Town (including Banikheth proper).	1200	1500
	(2) Kinnaur District:		
	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.	2000	2600
	b) Entire District other than Areas included in (a) above.	1600	2100
	(3) Kullu District:		
	a) 15/20 Area of Nirmand Tehsil, comprising the Gram Panchayats of Kharga, Kushwar and Sarga	2000	2600
	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).	1200	1500
	(4) Lahaul and Spiti District :		
	Entire area of Lahaul and Spiti	2000	2600

Sr. No.	Area	Allowances (Rs.)	
		Pay below Rs.14,700	Pay above Rs.14,700
1	2	3	4
	(5) Shimla District :		
	a) 15/20 area of Rampur Tehsil comprising of Panchayats of Koot, Labana-Sadana, Sarpara and Chadi-Branda.	2000	2600
	b) Dora-Kawar Tehsil, Gram Panchayat of Darkali in Rampur, Kashapath Tehsil and Munish, Ghori Chaibis of Pargana Sarahan.	1600	2100
	c) Chopal Tehsil and Ghoris, Panjgaon, 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).	1200	1500
	(6) Kangra District:		
	a) Areas of Bara Bhangal and Chhota Bhangal	1600	2100
	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.	1200	1500
	Palampur Town of Kangra District including HPKV 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.		

Sr. No.	Area	Allowances (Rs.)	
		Pay below Rs.14,700	Pay above Rs.14,700
1	2	3	4
	(7) Mandi District:  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.	1200	1500
	(8) Sirmaur District: Panchayats of Bani, Bakhali (Pachhad Tehsil), Bharog Bheneri (Paonta Tehsil), Birla (Nahan Tehsil), Dibber (Pachhad Tehsil) and Thana Kasoga (Nahan Tehsil) and Thansgin Tract	1200	1500
	(9) Solan District : Mangal Panchayat.	1200	1500
	(10) Remaining areas of Himachal Pradesh not included in (1) to (9) above.	320	400
13.	<b>Uttar Pradesh</b>  Areas under Chamoli, Pithoragarh and Uttar Kashi Districts	2000	2600
14.	<b>Uttaranchal (Uttarakhand)</b>  Areas under Rudraprayag and Champavat Districts.	1600	2100





**Memorandum of Settlement dated 27<sup>th</sup> April 2010 between the Indian Banks' Association on behalf of the Managements listed in the Schedule and their Workmen represented by All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI), Indian National Bank Employees' Federation (INBEF) and National Organisation of Bank Workers (NOBW)**

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*(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 46 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers  
(Member Banks)

- 1) Shri M V Nair
- 2) Shri R Sridharan
- 3) Shri Narayanan Raja
- 4) Shri K Ramakrishnan
- 5) Shri B B Das
- 6) Shri Rajeev Rishi
- 7) Shri K Unnikrishnan
- 8) Shri M Venugopalan

Duly authorised on behalf of the

**Indian Banks' Association**

Representing the Workmen

- 1) Shri Rajen Nagar
- 2) Shri C H Venkatachalam
- 3) Shri N K Gaur
- 4) Shri P N Tewari
- 5) Shri Mahesh Mishra
- 6) Shri J P Sharma
- 7) Shri V R Utagi
- 8) Shri B S Rambabu
- 9) Smt. Lalita Joshi
- 10) Shri D D Rustagi



- 11) Shri P R Karanth
- 12) Shri V K Sharma
- 13) Shri Satish R Khanolkar
- 14) Shri Gour Das
- 15) Shri P P Varghese
- 16) Shri R Vijayakumar
- 17) Shri E Arunachalam

### **All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri S A Kadri
- 3) Shri Milind Nadkarni
- 4) Shri Prakash Gangal
- 5) Shri R K Sharma
- 6) Shri K K Khosla
- 7) Shri B C Kalita
- 8) Shri S Srinivasan
- 9) Shri M V Murali
- 10) Shri Peter Anto Nellissery
- 11) Shri P A Manjunatha
- 12) Shri K Raja Kurup
- 13) Shri Shyamal Karmakar
- 14) Shri J N Singh
- 15) Shri S D Mishra

### **National Confederation of Bank Employees**

- 1) Shri P S Pillai
- 2) Shri Pradip Biswas
- 3) Shri G M V Nayak
- 4) Shri K Krishnan



- 5) Shri B Prasad
- 6) Shri P K Sarangi
- 7) Shri M R Shenoy
- 8) Shri M V Madhav Rao

### **Bank Employees' Federation of India**

- 1) Shri Subhash S Sawant
- 2) Shri R Kunjithapatham
- 3) Shri S George Timothy
- 4) Shri Siddharath Menon
- 5) Shri Dharanidhar Swain
- 6) Shri Ishwar S Puthran
- 7) Shri Barun Sarbadhikari
- 8) Shri Shyam Mukhopadhyay

### **Indian National Bank Employees' Federation**

- 1) Shri Dinesh Kulkarni
- 2) Shri Ashwani Kumar Rana
- 3) Shri K R Poonja
- 4) Shri Mohan Kumtakar
- 5) Shri Ramanath Kini
- 6) Shri M B Harinarayanan
- 7) Shri Manmohan Gupta
- 8) Shri K S Jayaram

### **National Organisation of Bank Workers**



### **SHORT RECITAL OF THE CASE**

- (A) A Memorandum of Settlement for introducing Pension Scheme in the Banking Industry as second retiral benefit in lieu of Contributory Provident Fund was signed between Indian Banks' Association (IBA) on behalf of Management of Banks and their workmen represented by the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE) and Indian National Bank Employees' Federation (INBEF) on 29<sup>th</sup> October 1993. Bank Employees' Federation of India (BEFI), by way of a separate Settlement with IBA dated 23<sup>rd</sup> June 1994 endorsed the said Settlement signed on 29<sup>th</sup> October 1993. The terms of the said Settlement were incorporated in the Bank Employees' Pension Regulations, 1995 notified in the official Gazette of India by all the Nationalised Banks on 29<sup>th</sup> September 1995 and by Associate Banks of State Bank of India on 26<sup>th</sup> March 1996.
- (B) According to the Memorandum of Settlements dated 29<sup>th</sup> October 1993 and Bank Employees' Pension Regulations, 1995 for Nationalised Banks and 1996 for Associate Banks of State Bank of India framed incorporating the terms of Settlements, Pension in lieu of Contributory Provident Fund was introduced in respect of those employees who opted for the said Pension Scheme.
- (C) Those employees who were in the service of the banks before 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India and continued to be in service of the banks on or after 29<sup>th</sup> September 1995 / 26<sup>th</sup> March 1996 respectively and did not exercise the option to join the Pension Scheme were eligible only for the Contributory Provident Fund Scheme.
- (D) The United Forum of Bank Unions (UFBU) representing workmen and officers in Banks were requesting to allow another option to those who were in the service



of the Banks prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India and continued in service on or after that date and did not opt for pension when offered as per the Scheme. IBA was not agreeable to the demand and reiterated its inability to extend the present Pension Scheme to those who had not opted for pension on cost consideration. However, both the parties agreed to discuss alternate proposals. The same was incorporated in Clause (G) of the Short Recital of the Case in VIII<sup>th</sup> Bipartite Settlement dated 2<sup>nd</sup> June 2005. The UFBU pursued the demand inspite of the above position and offered to share a portion of the initial funding liability on one-time basis for extending pension to the non-optees. Protracted negotiations were held between the parties over a period of time. An actuarial valuation of liability by actuaries appointed by mutual consent of the parties was carried out and based on this, the funding gap was estimated as Rs.6000/- crores. The employees offered to contribute Rs.1800/- crores, being 30% of the estimated funding gap, for extending pension to those employees who were in the service of the bank prior to 29<sup>th</sup> September 1995 in the case of Nationalised banks and 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India and continue to be in service thereafter and did not opt for pension. They had also requested to extend the Pension Scheme to –

- (a) Those who were in the service of the Banks prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India, did not opt for pension and had retired after that date.
- (b) The family of those employees, who were in service of Banks prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India, did not opt for pension and had died while in service, after that date.



- (c) The family of those employees who were in service of the Banks prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India, retired from service of the Banks after that date and died thereafter.

Subject to their opting to be under the Pension Scheme and refunding the banks' contribution to Provident Fund with interest paid to them at the time of retirement/ death of the employee concerned and also contribute their share in meeting 30% of the funding gap. An actuarial valuation on similar lines as conducted for serving employees had estimated the funding gap as Rs.3115 crores for those retirees/ family of retirees.

- (E) The parties held various rounds of discussions in the matter.

**NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

### **TERMS OF SETTLEMENT**

- (1) All workmen employees in the service of the bank as on the date of this Settlement who exercise option to join the Pension Scheme in terms of this Settlement will contribute from their arrears on account of wage revision in terms of the Settlement between the parties dated 27<sup>th</sup> April 2010 an amount of Rs.878 crores towards their share in the amount of Rs.1800 crores offered by UFBU towards 30% of the estimated funding gap of Rs.6000 crores. The said amount is worked out @2.8 times of the revised pay for the month of November 2007, for individual workmen employees.



(2) Another option for joining the existing Pension Scheme shall be extended to those employees who:-

(I) (a) were in the service of the bank prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India and continue in the service of the bank on the date of this Settlement;

(b) exercise an option in writing within 60 days from the date of offer, to become a member of the Pension Fund and

(c) authorise the Trust of the Provident Fund of the bank to transfer the entire contribution of the bank along with interest accrued thereon to the credit of the Pension Fund.

(II)(a) were in service of the bank prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India and retired after that date and prior to the date of this Settlement;

(b) exercise an option in writing within 60 days from the date of offer to become a member of the Pension Fund and

(c) refund within 30 days after expiry of the said period of 60 days, the entire amount of the banks contribution to the Provident Fund and interest accrued thereon received by the employee on retirement together with his share in contribution towards meeting 30% of Rs.3115 crores which is estimated and reckoned as the funding gap for those eligible under Clause 2(II),2 (III) and 2(IV) of this agreement. On an individual basis, the payment over and above the bank's contribution to Provident Fund and interest thereon has been worked out at 56% of the said amount of bank's contribution to Provident Fund and interest thereon received by the employee on retirement.



- (III) The family of those employees who were in the service of the bank prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India retired after that date and died will be eligible for family pension, provided –
- (a) the family of the deceased employee exercises option in writing within 60 days of the offer to become a member of the Pension Fund and
  - (b) refund within 30 days after expiry of the said period of 60 days, the entire amount of the bank's contribution to the Provident Fund and interest accrued thereon received by the deceased employee on retirement together with his share in contribution towards meeting 30% of Rs.3115 crores which is estimated and reckoned as the funding gap for those eligible under Clause 2(II),2 (III) and 2(IV) of this agreement. On an individual basis, the payment over and above the bank's contribution to Provident Fund and interest thereon has been worked out at 56% of the said amount of bank's contribution to Provident Fund and interest thereon received by the employee on retirement.
- (IV) The family of those employees who were in the service of the bank prior to 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India, but have died while in service of the bank after that date will be eligible for family pension, provided –
- (a) the family of the deceased employee exercises an option in writing within 60 days of the offer to become a member of the Pension Fund and
  - (b) refund within 30 days after expiry of the said period of 60 days mentioned above, the entire amount of the bank's contribution to the Provident Fund and interest accrued thereon received upon death of the employee together with his share in contribution towards meeting 30% of Rs.3115 crores which is estimated and reckoned as the funding gap for those eligible under Clause 2(II),2 (III) and 2(IV) of this agreement. On an individual basis, the payment





over and above the bank's contribution to Provident Fund and interest thereon has been worked out at 56% of the said amount of bank's contribution to Provident Fund and interest thereon received on death of the employee.

- (3)(i) The existing pension scheme will not be applicable to those who join the services of banks on or after 1<sup>st</sup> April 2010.
- (ii) Employees joining the services of banks on or after 1<sup>st</sup> April 2010 shall be eligible for the Defined Contributory Pension Scheme, the banks will be introducing for them. The Defined Contributory Pension Scheme proposed to be introduced for them will be one as governed by the provisions of New Pension System introduced for employees of Central Government w.e.f. 1<sup>st</sup> January 2004 and as modified from time to time. The Scheme shall be regulated and administered by the Pension Fund Regulatory and Development Authority (PFRDA).
- (iii) The employees joining the services of the banks on or after 1<sup>st</sup> April 2010 shall contribute 10% of Pay and Dearness Allowance towards the Defined Contributory Pension Scheme and the bank shall make a matching contribution in respect of these employees.
- (iv) There shall be no separate Provident Fund for employees joining services of Banks on or after 1<sup>st</sup> April 2010.
- (4) Employees who ceased to be in service on or after 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India on account of voluntary retirement under special scheme after rendering service for a minimum period of 15 years, shall be eligible to exercise an option to join the Pension Scheme subject to the terms and conditions mentioned for retiring employees opting for joining the Scheme.
- (5) Pension/ Family Pension to those who opt to join the pension scheme complying with the terms of this Settlement shall be payable with effect from 27<sup>th</sup>



November 2009, provided that employees who retired after that date shall get pension from the respective dates of their retirement. All the Regulations of the Bank Employees' Pension Regulations, 1995 / 1996 shall be applicable to those who opt for the Pension Scheme in terms of this Settlement except to the extent mentioned in the foregoing Clauses of this Settlement.

- (6) The terms of this Settlement shall not be applicable to State Bank of India.
- (7) The terms of this Settlement shall be incorporated in the Bank Employees' Pension Regulations, 1995 dated 29<sup>th</sup> September 1995 in case of Nationalized Banks / 26<sup>th</sup> March 1996 in case of Associate Banks of State Bank of India respectively by complying with the procedure for amendment of the relevant Pension Regulations.
- (8) The terms of this Settlement shall be applicable to employees of Private Sector Banks who are parties to this Settlement in respect of those who were in the service of the bank on date of implementation of the Pension Scheme in terms of the Settlement dated 29<sup>th</sup> October 1993 and did not opt for pension.
- (9) National Organisation of Bank Workers (NOBW), which is not a party to the Pension Settlement dated 29<sup>th</sup> October 1993, hereby endorses all the terms of the said Settlement.
- (10) The provisions of the Bipartite Settlement dated 29<sup>th</sup> October 1993 on pension shall stand amended/ modified or superseded to the extent and in the manner detailed hereinabove.
- (11) The provisions of the Bipartite Settlement dated 29<sup>th</sup> October 1993 which have not been amended/ modified or superseded by this Settlement shall continue to be in operation.



- (12) The Unions who are parties to this Settlement agree that during the operation of this Settlement, they will not raise any demand of any nature whatsoever on any banks in respect of matters covered by this Memorandum of Settlement.
- (13) Copies of this 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 of and conditions thereof are binding on the parties as provided in law.
- (14) Any difference of opinion regarding interpretation of any of the provisions of this Settlement, the matter will be taken up only at the level of the Indian Banks' Association and the Workmen Unions for discussion and Settlement.

Mumbai

Dated: 27<sup>th</sup> April 2010

**Indian Banks' Association  
(S/Shri)**

M V Nair

R Sridharan

Narayanan Raja

K Ramakrishnan

B B Das

Rajeev Rishi

K Unnikrishnan

M Venugopalan

**All India Bank Employees' Association  
(S/Shri)**

Rajen Nagar

C H Venkatachalam

N K Gaur

P N Tewari

Mahesh Mishra

J P Sharma

V R Utagi

B S Rambabu

Smt. Lalita Joshi

E Arunachalam



**National Confederation of Bank  
Employees (S/Shri)**

L Balasubramanian

S A Kadri

Milind Nadkarni

Prakash Gangal

R K Sharma

K K Khosla

B C Kalita

S Srinivasan

M V Murali

Peter Anto Nellissery

**Bank Employees' Federation of India  
(S/Shri)**

P S Pillai

Pradip Biswas

G M V Nayak

K Krishnan

**Indian National Bank Employees' Federation  
(S/Shri)**

Subhash S Sawant

R Kunjithapatham

S George Timothy

Dharanidhar Swain

**National Organisation of Bank Workers  
(S/Shri)**

Dinesh Kulkarni

Ashwani Kumar Rana

K R Poonja

Mohan Kumtakar

**WITNESSES (S/Shri)**

K Ganesan

Smt.W Ferreira

D D Rustagi

P R Karanth



Gour Das

P A Manjunatha

K Raja Kurup

Shyamal Karmakar

B Prasad

P K Sarangi

Siddharath Menon

Barun Sarbadhikari

Ramanath Kini

M B Harinarayanan

- 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.



## SCHEDULE

### 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 & 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 Travancore
27. Bank of Rajasthan Ltd.
28. The Catholic Syrian Bank Ltd.
29. The Dhanalakshmi Bank Ltd.
30. The Federal Bank Ltd.
31. ING Vysya 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. The Nainital Bank Ltd.
37. The Ratnakar Bank Ltd.
38. The South Indian Bank Ltd.
39. The Royal Bank of Scotland N.V.
40. Bank of America N.A.
41. The Bank of Tokyo-Mitsubishi UFJ, Ltd.
42. BNP Paribas
43. Citibank, N.A.
44. The Hongkong & Shanghai Banking Corporation Ltd.
45. Sonali Bank
46. Standard Chartered Bank