Memorandum of Settlement

dated

14th February, 1995

containing

Sixth Bipartite Settlement regarding Wage Revision and Changes in other Service Conditions

between

Managements of "A" Class Banks

(represented by Indian Banks' Association)

and

their Workmen

(represented by AIBEA, NCBE, BEFI and INBEF)



INDIAN BANKS' ASSOCIATION

Stadium House, 6th Floor 81-83 Veer Nariman Road, Bombay 400 020

Sixth Bipartite Settlement

(14th February, 1995)

Regarding 'A' Class Banks

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MEMORANDUM OF SETTLEMENT dated 14th February, 1995 between the Managements of 56 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees Federation of India and Indian National Bank Employees' Federation.

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

Names of the Parties

56 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement

and

their workmen.

Representing the Employers (Member Banks)

- 1) Shri D Basu
- 2) Shri Rashid Jilani
- 3) Shri A T Pannir Selvam
- 4) Shri Ramesh Mishra
- 5) Shri M N Dandekar
- 6) Shri S Dalbir Singh
- Shri K M Mehrotra
- 8) Shri R Ramadurai
- 9) Shri P K Mehra
- 10) Shri S Srinivasan
- 11) Shri N C Mehta
- 12) Shri C Krishnamurthi
- 13) Shri A K Bakhshy
- 14) Shri K V Krishnamurthy

Duly authorised on behalf of the Indian Banks' Association

Representing the : workmen

- 1) Shri D P Chadha
- 2) Shri P L Syal
- 3) Shri P S Sundaresan
- 4) Shri P N Tiwari
- 5) Shri L N Bhayal
- 6) Shri Tarakeswar Chakraborti
- 7) Shri N Sampath
- 8) Shri Sudesh Kumar
- 9) Shri R D Trivedi
- 10) Shri S D Dhopeshwarkar
- 11) Shri K Sreenivasan
- 12) Shri T B Rai
- 13) Shri Kamal K Bhattacharyya
- 14) Shri Ramanand
- 15) Shri I B Shah

All India Bank Employees' Association

- 1) Shri L Balasubramanian
- 2) Shri R O Shah
- 3) Shri Y K Arora
- 4) Shri N C Inasu
- 5) Shri P Lakshminarasaiah
- 6) Shri Y Tharak Nath
- 7) Shri Milind Nadkarni
- 8) Shri M M Pednekar
- 9) Shri P D Trivedi
- 10) Shri S P Raman
- 11) Shri Jayakaran Daniel
- 12) Shri Sankareswar Datta
- 13) Shri R Seshadri
- 14) Shri K K Bandlish
- 15) Shri M H Wadeyar

National Confederation of Bank Employees

- 1) Shri Naresh Paul
- 2) Shri S Bardhan
- 3) Shri Ashis Sen
- 4) Shri S R Bal
- 5) Shri P Sadasivan Pillai
- 6) Shri G M V Nayak
- 7) Shri Pradeep Sarengi

Bank Employees Federation of India

- 1) Shri R P K Murugesan
- 2) Shri Subhash S Sawant
- 3) Shri Dinesh Vengurlekar
- 4) Shri L N Tiwari
- 5) Shri Jogen Sarkar
- 6) Shri B M Poovaiah
- 7) Shri R Kunchithapatham

Indian National Bank Employees' Federation

SHORT RECITAL OF THE CASE

- (a) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedules, signed settlements with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the banks mentioned in the said Schedule on 10th April 1989, 29th June 1990, 16th July 1991 and 29th October 1993 interalia regarding various terms and conditions of their service. The Settlement dated 10th April, 1989 was for a period of five years with effect from 1st November, 1987.
- (b) A Bipartite Settlement was signed between IBA and Bank Employees Federation of India (BEFI) on 23rd June, 1994, whereby BEFI endorsed the two industry level settlements signed on 29th October, 1993 and also agreed not to seek re-opening of any of the earlier (above referred) Settlements.
- (c) The AIBEA, NCBE, BEFI and INBEF (hereinafter jointly called the Unions) submitted Charters of Demands for revision of wages and other service conditions on 14th May, 1992, 19th May, 1992, 22nd June, 1992 and 27th June, 1992 respectively to the IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (d) The IBA also raised with the Unions, during negotiations, issues on behalf of the managements of the concerned banks, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and harmonious industrial relations.
- (e) The parties accordingly negotiated the said demands and issues on several occasions and have now reached an agreement in respect of certain demands and issues.
- (f) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

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

TERMS OF SETTLEMENT

GENERAL

In respect of 56 'A' Class Banks listed in Schedule I, to this Memorandum
of Settlement except the State Bank of India, Indian Overseas Bank,
State Bank of Saurashtra and Bank of Baroda, the provisions of the

Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) DecisionAmendmentAct, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971, 8th November, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, and 29th October, 1993 shall continue to govern the service conditions except to the extent the same are modified by this settlement.

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

29th June, 1990, 16th July, 1991 and 29th October, 1993 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.

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

4. Scales of Pay

In supersession of Clause 1 of Bipartite Settlement dated 29th June, 1990 with effect from 1st November, 1992 the scales of pay shall be as under:-

(i) Clerical Staff

$$1750 - \frac{100}{2} - 1950 - \frac{145}{4} - 2530 - \frac{195}{4} - 3310 - \frac{215}{3} - 3955 - \frac{230}{4} - 4875 - \frac{395}{1} - 5270 - \frac{230}{1} - 5500$$
(20 years)

(ii) Subordinate Staff

$$1600 - \frac{40}{1} - 1640 - \frac{50}{1} - 1690 - \frac{60}{4} - 1930 - \frac{70}{4} - 2210 - \frac{80}{3} - 2450 - \frac{90}{3} - 2720 - \frac{100}{3} - 3020$$
(20 years)

Note:

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

5. Stagnation Increments

In substitution of Clause 4B of Bipartite Settlement dated 10th April, 1989, both clerical and subordinate staff shall be eligible for four stagnation increments at the rates and frequencies, as stated hereunder, and subject to the terms and conditions enumerated below:

- (a) The clerical and the subordinate staff on reaching the maximum in their respective scales of pay shall draw three stagnation increments at the rate of Rs.230/- and Rs.100/- each, due under this Settlement, and at frequencies of three years and two years respectively, from the dates of reaching the maximum of their scales as aforesaid and the fourth stagnation increment of Rs.230/- or Rs.100/- as the case may be, four years after earning third stagnation increment.
- (b) A workman already in receipt of three stagnation increments, shall be eligible for the fourth and the last stagnation increment on 1st November, 1994 or four years after receiving the third stagnation increment, whichever comes later.
- (c) In supersession of Clause 1(ii)(b) of Bipartite Settlement dated 8th September, 1983 read with 'Note' to Clause 4B of Bipartite Settlement dated 10th April, 1989,
 - Refusal to accept promotion at any stage or reversion within a year of promotion, wherever permissible under Bank's rules will not dis-entitle an employee from getting stagnation increment/s.
 - (ii) An employee shall not be eligible for stagnation increment/s, if he, after accepting promotion, seeks, and is granted, reversion after one year from the date of promotion.
- (d) In respect of employees who, in terms of the provisions of the Bipartite Settlement dated 8th September, 1983, had not received stagnation increment/s, will now be eligible for the same with effect from 1st November, 1994 to the extent available to others under the previous Settlements. In one year, however, of the due increment/s, not more than one stagnation increment will be released and the fourth stagnation increment will be granted after 4 years from the date the third stagnation increment is released.

6. Dearness Allowance

In substitution of Clause (2) of Bipartite Settlement dated 29th June, 1990, with effect from 1st November, 1992 the dearness allowance shall be payable as per the following revised rates:-

- (i) Subordinate Staff0.35% of 'pay'
- (ii) Clerical Staff
 - a) 0.35% of 'pay' up to Rs.4800/- plus
 - b) 0.29% of 'pay' above Rs.4800/- to Rs.7700/- plus
 - c) 0.17% of 'pay' above Rs.7700/-

Note:

- a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 1148 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.
- b) It is clarified that there shall be no ceiling on Dearness Allowance.
- c) Dearness Allowance shall be calculated and paid on Basic Pay, Special Allowance, if any, and Officiating Allowance, if any, payable under this settlement in respect of both clerical and subordinate staff.
- All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

7. City Compensatory Allowance

In substitution of Clause 6 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1993 the City Compensatory Allowance shall be payable as per the following revised rates:-

A. Clerical Staff

- (i) At the higher CCA Centres including the State of Goa
- 4½% of basic pay Min. Rs.100/- p.m. Max. Rs.200/- p.m.
- (ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.
- 3½% of basic pay Min. Rs.75/- p.m. Max. Rs.150/- p.m.

B. Subordinate Staff

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

41/2% of basic pay Max. Rs.125/- p.m.

(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.

3½% of basic pay Max. Rs.75/- p.m.

Note:

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

8. House Rent Allowance

In substitution of Clause 3 of the Bipartite Settlement dated 29th June, 1990 with effect from 1st November, 1992 the house rent allowance payable shall be as under:

| | Area | Rate as Percentage of Pay (No minimum/ No Maximum) |
|-------|---|--|
| (i) | Places with population of more than 12 lakhs | 12 |
| (ii) | Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories | 101/2 |
| (iii) | Places with population of 10,000 and over but below 2 lakhs | 91/2 |
| (iv) | Places with population of less than 10,000 | 81/2 |

Note:

(1) Where quarters are provided, HRA shall not be payable, and the rent to be recovered shall be 4% of the first stage of the new Scales

of Pay or the quantum recovered for the month of October, 1994, whichever is higher. No adjustment, however, shall be made in respect of the House Rent recovered for the period 1.11.1992 to 31.10.1994.

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

9. Conveyance Allowance

All permanent full-time employees including those on probation shall be paid with effect from 1st November, 1994 conveyance allowance at the rate of Rs.100/- p.m.

Note:

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

10. Special Allowances

In supersession of Clause V of Bipartite Settlement dated 17th September, 1984 read with Clause 8 of Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1994:-

- (i) The special allowances, Graduation Allowance and Professional Qualification Allowance payable to the clerical staff and the special allowances payable to the subordinate staff in banks other than State Bank of India, shall be as mentioned in Schedule II to this settlement.
- (ii) The special allowances, Graduation Allowance and Professional Qualification Allowance as mentioned in Schedule II shall rank for superannuation benefits.
- (iii) The duties for those drawing special allowances in banks other than State Bank of India, shall be as set out in Schedule III to this Settlement, in partial modification of Schedule III to the Bipartite Settlement dated 17th September, 1984. In all other respects the General Rules and Provisions contained in Chapter V of the Bipartite Settlement dated 19th October, 1966 as modified from time to time shall continue to apply.

(iv) The rates and duties of special allowance carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level keeping in view the overall relativity in respect of special allowances revised under this settlement.

11. Fixed Personal Allowance

In partial modification to Clause XIV of Bipartite Settlement dated 29th October, 1993 Fixed Personal Allowance shall be released one year after reaching maximum of the scale in respect of those employees who were in service of the bank as on 1.11.1993 and have drawn one advance increment on account of industry level settlement on Computerisation. Consequently, Graduation Allowance/ Professional Qualification Allowance, if any, payable in that year shall stand shifted to next year.

Note:

The Fixed Personal Allowance shall be calculated and paid in terms of revised basic pay as per Schedule IV.

12. Definition of 'Pay'

'Pay' for the purpose of Dearness Allowance, House Rent Allowance and Superannuation Benefits shall mean Basic Pay, Stagnation Increments, Special Allowance, Officiating Allowance, if any.

Note:

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

13. Paradip Port Town Allowance/Hill & Fuel Allowance/Special Area Allowance

Paradip Port Town Allowance, Hill & Fuel Allowance and Special Area Allowance shall continue to be paid at existing rates on pre-revised scales of pay till the same are revised in terms of Clause 24(b) of this Settlement.

14. Halting Allowance

In supersession of Clause 1 of the Bipartite Settlement dated 16th July, 1991 with effect from the date of the Settlement, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters:

| 3 € 0 | Higher | Lower | Non |
|----------------|----------|----------|----------|
| | CCA | CCA | CCA |
| | Centres | Centres | Centres |
| Clerical Staff | Rs.140 | Rs.105 | Rs.90 |
| | per diem | per diem | per diem |
| Subordinate | Rs.110 | Rs.75 | Rs.60 |
| Staff | per diem | per diem | per diem |

15. Provident Fund

With effect from 1st November, 1993, provident fund contribution shall be at the rate of 10% of revised 'pay'.

Note:

Provident fund contribution shall not be recalculated with reference to revised pay for the period 1.11.1992 to 31.10.1993.

16. Medical Aid

In substitution of Clause (5) of the Bipartite Settlement dated 29th June, 1990, with effect from 1st November, 1994, the reimbursement of medical expenses under medical aid scheme shall be restricted to as under:-

| (i) | For workmen with service |
|-----|--------------------------|
| | up to 5 years till the |
| | completion of 5th year |

Rs.870/- p.a.

(ii) For workmen who have completed 5 years service and above

Rs.1070/- p.a.

Note:

For the year 1994 the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for 2 months, i.e. November and December, 1994.

17. Hospitalisation Charges

In substitution of Clause 13 of Bipartite Settlement dated 10th April, 1989 read with Clause 5(1) of Bipartite Settlement dated 29th June, 1990, and Clause XV of Bipartite Settlement dated 29th October, 1993 with effect from 1st November, 1994 the reimbursement of hospitalisation expenses shall be as given in Schedule V of this Settlement.

18. Reimbursement of Expenses on Road Travel

In supersession of Clause 4 of Bipartite Settlement dated 16th July, 1991 with effect from the date of this Settlement where an employee

has to travel on duty/leave fare concession between two places not connected or partly connected by rail or steamer he shall be reimbursed actual road mileage costs or ST bus fare or @ 80 paise per km., whichever is least.

19. Combined Designations

In partial modification of Clause 20.1 of Bipartite Settlement dated 19.10.1966, Clause VIII of Bipartite Settlement dated 8.11.1973 and Clause IX(1) of Bipartite Settlement dated 31.10.1979 -

- As in the case of rural branches there shall be no restrictions on combination of designations at semi-urban branches.
- (ii) In case of workmen employees recruited hereafter restriction of designations shall not apply and they shall be required to perform any duty of the cadre as per vacancies advertised or appointment letters issued.

20. Payment of Overtime Allowance -

The overtime allowance paid to the employees for the overtime work performed uptill 31st January, 1995, shall not be recalculated on account of this Settlement.

21. Disciplinary Action and Procedure Therefor

- (i) The following shall be added as sub-clause (f) in Clause 19.12 of the First Bipartite Settlement dated 19th October, 1966 and in Clause 6 of paragraph 521 of the Sastry Award as applicable to State Bank of India:-
 - (f) For a misconduct which occurred prior to the promotion of the employee to officers' cadre, disciplinary action shall be in terms of the rules applicable to workmen employees.
- (ii) The following sub-clauses shall respectively be added as (p), (q) and (r) under 'Gross Misconduct' in Clause 19.5 of the First Bipartite Settlement dated 19.10.1966 and as (q), (r) and (s) in Clause 4 of paragraph 521 of the Sastry Award as applicable to State Bank of India:-
 - (p/q) Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days.
 - (q/r) Misbehaviour towards customers arising out of bank's business.
 - (r/s) Contesting election for parliament/ legislative assembly/ legislative council/ local bodies/ municipal corporation/ panchayat, without explicit written permission of the bank.

- iii) The following shall be added as sub-clauses (n) and (o) under 'Minor Misconduct' in clause 19.7 of the First Bipartite Settlement dated 19th October, 1966 and in clause 6 of paragraph 521 of the Sastry Award as applicable to State Bank of India:-
 - (n) Refusal to attend training programmes without assigning sufficient and valid reasons.
 - (o) Not wearing, while on duty, identity card issued by the bank.
- (iv) In supersession of clause 19.6 of the Settlement dated 19.10.1966 between IBA and AIBEA, para 521(5) of the Sastry Award and para 18.28 of the Desai Award, Clause 17.6 of the Settlement between IOB and AIOBEU dated 14.12.1966 and Clause 19.6 of the Settlement between BoB and AIBOBEF dated 23.12.1966 and Clause IX(3) of the Settlement dated 31st October, 1979, an employee found guilty of gross misconduct may:-
 - (a) be dismissed without notice; or
 - (b) be compulsorily retired/removed from service/ discharged with superannuation benefits as would be due otherwise at that stage and without disqualification from future employment; or
 - (c) be brought down to lower stage in the scale of pay upto a maximum of two stages; or
 - (d) have his increment stopped; or
 - (e) have his special allowance withdrawn; or
 - (f) be warned or censured, or have an adverse remark against him; or
 - (g) be fined;

22. Improvement in working in Banks' Branches/Offices, etc.

- (i) Every workman shall take all possible steps to ensure and protect the interest of the bank and discharge his duties with utmost integrity, honesty, devotion and diligence. Further, the unions exhort their members to make all out endeavours for betterment of customer service and to contribute towards bank's efforts for enhancing customer satisfaction.
- (ii) The unions reiterate that every workman, without exception, (except where exempted specifically under any written communication/order of the bank management), shall be at his place of work, commence the allotted work at the time fixed and notified, work for the full prescribed hours of work and give maximum output.

- (iii) The unions discourage any type of borrowings by the employees from the banks' clients.
- (iv) Management shall take necessary measures to provide effective customer service. The Management and the Unions jointly shall take expeditious steps for resolving legitimate grievances of the employees in the interest of harmonious industrial relations.
- (v) In furtherence of the objective towards improvement in working, parties reiterate that what has been stated in Annexure I to the Settlements dated 31st October 1979, and 17th September, 1984, form part of service conditions. Any observance of any restrictive practice mentioned therein, shall constitute a misconduct. The delinquent employee shall be liable for disciplinary action for gross or minor misconduct depending upon the circumstances in each case.

The gross/minor misconduct as stated in this Clause shall be in addition to gross/minor misconducts listed under Clause 21 (ii) and (iii) of this Settlement.

23. Special Provision for State Bank of India

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

24. Other Issues

- (a) The issue relating to the number of office bearers eligible for special leave as provided in Clause 13.39 of First Bipartite Settlement dated 19th October, 1966 shall be discussed and resolved at the time of settling residual issues, pending which status quo as on date will be maintained.
- (b) The residual issues of both the parties shall be mutually discussed and settled as early as possible.

25. 'B' Class Banks

The revision of wages and other service conditions of the workmen in 'B' Class Banks shall be negotiated and settled between the parties separately.

26. Date of Effect and Operation

(i) This Settlement shall be binding on the parties for five years from 1st November, 1992. Six months before the Settlement expires, the unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the Settlement.

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

27. Implementation

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

| | | w.e.f. |
|----|--|-----------------------|
| 1. | Scales of Pay, Dearness Allowance and House Rent Allowance | 1.11.1992 |
| 2. | City Compensatory Allowance, Provident Fund & Fixed Personal Allowance | 1.11.1993 |
| 3. | Conveyance Allowance, Release of withheld Stagnation increment(s), Fourth Stagnation Increment, Medical Aid, Hospitalisation Expenses, Special Allowances, Graduation Allowance, Professional Qualification Allowance. | 1.11.1994 |
| 4. | Overtime Allowance | 1.2.1995 |
| 5. | Halting Allowance, Reimbursement of Road Mileage Expenses and any other item agreed to, but not covered by the above clauses. | Date of Settlement |

(b) It is clarified that while calculating the arrears for the period of the

Settlement uptill 31.10.1994, if the net difference between the existing total emoluments and the revised total emoluments after Provident Fund deduction is negative, the same shall be ignored.

From 1.11.1994 if the revised total monthly emoluments of an employee after deducting Provident Fund fall short of the existing total monthly emoluments after deducting Provident Fund, the difference shall be paid by way of a Temporary Adjusting Allowance which shall be adjusted to the extent of any net increase in basic pay, fixed personal allowance, dearness allowance or any other allowance or a monthly benefit of any other type till it gets fully wiped off.

28. Fitment of a workman employee, on promotion to the next higher cadre, may be determined by the parties through mutual discussion.

29. Interpretation

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

For Indian Banks' Association

Sd/-

(S/Shri)

D Basu

Rashid Jilani

S K Soni

K S Bains

A T Pannir Selvam

Ramesh Mishra

M N Dandekar

S Dalbir Singh

R Ramadurai

P K Mehra

S Srinivasan

A K Bakhshy

K V Krishna Murthy

For All India Bank Employees' Association

Sd/-

(S/Shri)

D P Chadha P L Syal

P S Sundaresan

Tarakeshwar Chakraborti

N Sampath K Sreenivasan

For Bank Employees Federation of India

Sd/-

(S/Shri)

Ashis Sen S R Bal

P Sadasivan Pillai

WITNESSES

Sd/-

(S/Shri)

P K Bhattacharjee

B D Sumitra

PN Tiwari

Sudesh Kumar

M M Pednekar

Sankareswar Datta

G M V Nayak

Pradeep Sarengi

L.N. Tiwari

R. Kunchithapatham

For National Confederation of **Bank Employees**

Sd/-

(S/Shri)

L Balasubramanian

R O Shah Y K Arora

P Lakshminarasaiah Milind Nadkarni S P Raman

For Indian National Bank **Employees' Federation**

Sd/-

(S/Shri)

R P K Murugesan Subhash S Sawant Jogen Sarkar

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

SCHEDULE - I

LIST OF BANKS

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

- 33. The Catholic Syrian Bank Ltd.
- 34. The Dhanalakshmi Bank Ltd.
- 35. The Federal Bank Ltd.
- 36. The Jammu and Kashmir Bank Ltd.
- 37. The Karur Vysya Bank Ltd.
- 38. The Lakshmi Vilas Bank Ltd.
- 39. The Nainital Bank Ltd.
- The Nedungadi Bank Ltd.
- 41. The Ratnakar Bank Ltd.
- 42. The Sangli Bank Ltd.
- 43. The South Indian Bank Ltd.
- 44. The Vysya Bank Ltd.
- 45. ABN-AMRO Bank N.V.
- 46. American Express Bank Ltd.
- 47. ANZ Grindlays Bank p.l.c.
- 48. Bank of America NT & SA
- 49. The Bank of Tokyo Ltd.
- 50. Banque Nationale De Paris
- 51. The British Bank of the Middle East
- 52. Citibank N.A.
- 53. The Hongkong & Shanghai Banking Corporation
- 54. The Sakura Bank Ltd.
- 55. Sonali Bank
- 56. Standard Chartered Bank

SCHEDULE II

SPECIAL ALLOWANCES PART I

| | For Clerical Staff | Amount of Special Allowance |
|-----|-------------------------------|-----------------------------------|
| | | Rs. |
| 1. | Telephone Operator | 70 |
| 2. | Relieving Telephone Operator | 36 |
| 3. | Audit Clerk - Category 'A' | 118 |
| | - Category 'B' | 222 |
| 4. | Comptist | 138 |
| 5. | Telex Operator | 174 |
| 6. | Teller - Category 'A' | 227 |
| | Category 'B' | 380 |
| 7. | Punch Card Operator | 193 |
| 8. | Accounting Machine Operator | 298 |
| 9. | IBM/ICT Machine Operator | 338 |
| 10. | Stenographer | 338 |
| 11. | Head Clerk | 338 |
| 12. | Assistant Head Cashier | |
| | - Units of 5 clerks and above | 214 |
| | - Units of 4 clerks and below | 150 |
| 13. | Cashier-in-charge of Cash | 227 |
| | in Pay Office or Branch | |
| 14. | Head Cashier - Category 'A' | |
| | - Units of 5 clerks and above | 298 |
| | - Units of 4 clerks and below | 227 |
| 15. | Head Cashier - Category 'B' | |
| | - Units of 5 clerks and above | 338 |
| | - Units of 4 clerks and below | 269 |
| 16. | Head Cashier - Category 'C' | 379 |
| 17. | Head Cashier - Category 'D' | 420 |
| 18. | Head Cashier - Category 'E' | 587 |
| 19. | Special Assistant | 629 |
| 20. | Agricultural Assistant | 167 |
| | | |

PART II

Graduation Allowance/Professional Qualification Allowance

Subject to Clause 11 of this Settlement for those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of educational qualification(s), Graduation Allowance/ Professional Qualification Allowance shall be payable as under:

- 1 Those who are graduates and/or NDC -Rs. 78/- p.m. after they complete 1 year Rs.156/- p.m. after they complete 2 years
- Those who have passed Part I of CAIB/CAIIB -Rs.83/- p.m. after they complete 1 year
- Those who have passed Both Parts of CAIB/CAIB -Rs.83/- p.m. after they complete 1 year
 Rs.166/- p.m. after they complete 2 years
 Rs.249/- p.m. after they complete 3 years
- 4. Those who are graduates/NDC and have passed Part I of CAIB/CAIIB -Rs.78/- p.m. after they complete 1 year Rs.156/- p.m. after they complete 2 years Rs.239/- p.m. after they complete 3 years
- 5. Those who are graduates/NDC and have passed Both Parts of CAIB/CAIIB -Rs.78/- p.m. after they complete 1 year Rs.156/- p.m. after they complete 2 years Rs.239/- p.m. after they complete 3 years Rs.322/- p.m. after they complete 4 years Rs.405/- p.m. after they complete 5 years

SPECIAL ALLOWANCES

| | For Subordinate Staff | Amount of Special Allowance |
|-----|-------------------------------|-----------------------------------|
| _ | | Rs. |
| 1. | Cyclostyle Machine Operator | 94 |
| 2. | Liftman | 115 |
| 3. | Relieving Liftman | 69 |
| 4. | Cash Peon | 115 |
| 5. | Watchman/Watchman-cum-Peon | 115 |
| 6. | Armed Guard | 194 |
| 7. | Bill Collector | 194 |
| 8. | Daftary | 228 |
| 9. | Head Peon | 263 |
| 10. | Air Conditioning Plant Helper | 529 |
| 11. | Electrician | 529 |
| 12. | Driver | 598 |
| 13. | Head Messenger in | 447 |
| | Indian Overseas Bank | |

SPECIAL ALLOWANCE DUTIES

The duties of the following special allowance carrying posts as indicated in Schedule III of Bipartite Settlement dated 17th September 1984 shall be enhanced to the extent indicated below. The other duties as given in the Settlement dated 17th September 1984 shall remain unchanged.

PART I - FOR CLERICAL STAFF (OTHER THAN STATE BANK OF INDIA)

Tellers

Category 'A': Passing and cash payment of all cheques/ withdrawal forms/ travellers' cheques/gift cheques etc. upto and including Rs.7000/-.

Category 'B': Passing and cash payment of all cheques/ withdrawal forms/ travellers' cheques/gift cheques/demand drafts/pay orders/ bank orders, etc., upto and including Rs.8000/-. Receipt of cash and issuance of presigned drafts/gift cheques/travellers' cheques/ pay orders/ bank orders, etc. both against cash and transfer upto and inclusive of Rs.10,000/-.

Head Clerks

Passing independently cash cheques, vouchers, etc., up to and including Rs.7,000/- and passing clearing and transfer cheques, vouchers, etc., (whether credits or debits), up to and including Rs.15,000/-.

Head Cashiers - Category 'E'

Passing independently clearing and transfer cheques, vouchers, etc., (whether credits or debits) upto and including Rs.35,000/- and cash vouchers upto Rs.35,000/- jointly with an authorised person.

Special Assistants

Passing independently cash, cheques up to Rs.20,000/- and clearing and transfer cheques, vouchers, etc. (whether credits or debits) up to and including Rs.50,000/- (or any higher limit fixed by the bank on its own discretion).

The aforesaid limits are for passing independently the instruments. There shall be no limits for passing of authenticated credit vouchers/entries and for verifying authenticated vouchers in the ledgers, books, computer printouts, etc.

Agricultural Assistants

To verify farms, all farm machinery, equipments, tractors, livestock, pumpsets, etc., at stipulated intervals.

Agricultural Assistants shall accept recoveries up to amount not exceeding Rs.12,500/- from farmers/small borrowers, from their place of work/residence.

Data Entry Operators

Data Entry Operators shall be required to key in not less than 10,000 key depressions per hour. In the case of those asked to officiate temporarily, the norm of minimum 10,000 key depressions per hour may not be rigidly enforced. Any norm over 10,000 key depressions per hour on a regular basis, shall be subject to bank level settlements.

PART II - FOR SUBORDINATE STAFF (OTHER THAN STATE BANK OF INDIA)

Cash Peons

Shall be required to take money orders, to buy stamps, etc. which may involve carrying of cash not exceeding Rs.4000/-and may also be required to carry insured letters to post office.

Bill Collectors

May be required to collect cash not exceeding Rs.4000/- at a time against various instruments.

FIXED PERSONAL ALLOWANCE

| | | FIXED PE | FIXED PERSONAL ALLOWANCE | OWANCE | | |
|-----------|--|----------------------------------|---|--|---|--|
| | Area of Posting | Increment Component of FPA | Dearness Allowance as on 1.11.1993 | Total FPA payable where bank's accommodation is provided | HRA payable where bank's accommodation is not provided | Total FPA payable where Bank's accommodation is not provided |
| | (1) | (2) | (3) | (4) | (2) | (9) |
| CLE | CLERICALSTAFF | | | | | |
| 9 | Places with population of more than 12 lakhs | 230 | 18.67 | 249 | 27.60 | 277 |
| 1 | Places with population of 2 lakhs and | 230 | 18.67 | 249 | 24.15 | 273 |
| | over [other than places in (i) above] and State Capitals and Capitals of Union Territories | | | | | |
| 1 | Places with population of 10,000 and over but below 2 lakhs | 230 | 18.67 | 249 | 21.85 | 271 |
| <u>(š</u> | Places with population of less than | 230 | 18.67 | 249 | 19,55 | 269 |
| | 10,000 | | | | | |
| SUB | SUBORDINATE STAFF | | | | | |
| Θ | Places with population of more than | 100 | 9.80 | 110 | 12.00 | 122 |
| | 12 lakhs | | | | | |
| € | Places with population of 2 lakhs and | 100 | 9.80 | 110 | 10.50 | 121 |
| | over [other than places in (i) above] | | | | | |
| | and State Capitals and Capitals of | | | | | |
| | Union Territories | | | | | |
| | Places with population of 10,000 and | 001 | 9.80 | 110 | 9.50 | 120 |
| | over but below 2 lakhs | | | | | |
| <u>(š</u> | Places with population of less than | 9 | 9.80 | 110 | 8.50 | 119 |
| | 10,000 | | | | | |
| Note | Note: ED& navable is munded off to next higher nines | oouiu. | | | | |

Schedule for Reimbursement of Hospitalisation Expenses

- Hospitalisation expenses will be reimbursed to Award Staff in the bank to the extent of 100 percent in case of self and 75 percent in case of 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 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). Medical expenses incurred for the hospitalisation will be reimbursed on the strength of bills/vouchers to the extent of 100% in case of himself and 75% in case of family members subject to limits prescribed hereunder.

2. For the purpose of Medical Facilities

- (i) The expression 'family' of an employee shall mean the employee's spouse, wholly dependent children and wholly dependent parents.
- (ii) The term 'children' shall include step children and legally adopted children but shall not include married daughters including widowed daughters.
- (iii) The term 'parents' shall include step mother wholly dependent on the employee but shall not include step father.
- (iv) The term 'wholly dependent child/parent' shall mean such relative having a monthly income not exceeding Rs.500/- p.m. If the income of one of the parents exceeds Rs.500/- p.m. or the aggregate income of both the parents exceeds Rs.500/- p.m. both the parents shall not be considered as wholly dependent on the employee.
- (v) 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 :

| | | | 75% of the amount actually incurred or the amount as mentioned below against each item whichever is lower, for members of the family | 100% of the amount actually incurred or the amount as mentioned below against each item whichever is lower, for workman himself |
|-----|------------------------|---|--|--|
| 3.1 | (a) | Hospital registration Fees | Rs.40/- | Rs.60/- |
| | (b) | Surcharge/tax on hospital bills | Proportionate to the extent of the bill passed by the bank | Proportionate to the extent of the bill passed by the bank |
| 3.2 | per c | rges for bed day (excluding ges for board) | | |
| | (a) | Subordinate Staff | Rs.60/- | Rs.80/- |
| | (b) | Clerical Staff | Rs.120/- | Rs.150/- |
| 3.3 | Char Path | nostic material ges, X-rays, ological tests, , etc. | As per Annexure-I here | eto |
| 3.4 | injec band dress | icines/drugs, tions, lage and sing materials, except tonics | 75% or 100% as the case may be of actual expenses incurred | |
| 3.5 | Oper etc. | ration charges, | As per Annexure-II here | eto |

3.6 Physician's and Consultant's fees per visit :

VISIT AT THE CHAMBER

| | Major 'A' Class viz.Bombay, D Madras, Calcu Ahmedabad, B and Hyderabad | elhi, tta, angalore | Other Pl | | |
|----------------------------|---|--|---|--|--|
| 22 | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of the family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of the family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself | |
| First Consultation | Rs. 90/- | Rs.120/- | Rs.60/- | Rs.90/- | |
| Subsequent Consultation | Rs. 45/- | Rs.60/- | Rs.30/- | Rs. 45/- | |

VISIT AT REŞIDENCE

| | Major 'A' Class viz.Bombay, D Madras, Calcu Ahmedabad, B and Hyderabad | elhi, tta, langalore | Other Places | |
|---|---|--|---|--|
| iðu | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of the family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of the family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself |
| In case of emergency leading to Hospitalisatio | Rs.110/- | Rs.200/- | Rs.80/- | Rs.150/- |
| Second Consulation | Rs.90/- | Rs.180/- | Rs.60/- | Rs.120/- |
| Subsequent consultations | Rs.60/- | Rs.120/- | Rs.40/- | Rs.80/- |

Visit made by Specialists at the Hospital

SPECIAL VISITS

| | Major 'A' Class Cities viz.Bombay, Delhi, Madras, Calcutta, Ahmedabad, Bangalore and Hyderabad | | Other Places | |
|----------------------|---|--|---|--|
| | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of the family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for workman himself | 75% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for members of family | 100% of amount actually incurred or the amount as mentioned against each item, whichever is lower, for the workman himself |
| During the day time | Rs.50/- | Rs.80/- per visit | Rs.40/- | Rs.50/- per visit |
| During night time | Rs.80/- | Rs.120/- per visit | Rs.50/- | Rs.80/- per visit |
| Routine visits | Rs.40/- | Rs.50/- per visit | Rs.40/- | Rs.50/- per visit |

- 4. The workmen or members of their families, as the case may be, will 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 100% or 75% as the case may be, of the charges applicable in such hospitals according to the hospital rules or the maximum amounts mentioned in the Schedule whichever is lower.
- 5. Normally, the workman and members of his family should avail services of hospital as mentioned in para 4 above. However, if he feels, that it is unavoidable to seek service 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 para 4 above.
- 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 the reimbursement purpose.
- Charges for engaging a nurse/attendant will not be reimbursed.
- 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. Such reimbursement shall be 100% or 75% as the case may be, of the amount actually incurred subject to the limits as per Annexure II hereto. In such cases, 30% of the amount determined as above shall be reduced from the admissible amount towards normal delivery charges while arriving at the amount eligible for reimbursement.
- 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.
- 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 workmen or his family members 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 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.150/- per trip

(ii) By autorickshaw - Actuals subject to maximum of Rs.75/- per trip

NOTE

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- (a) Normally service of ambulance should be availed of. Where ambulance is not available or the facility of ambulance is not available or the facility of ambulance is not established, public mode of transport i.e. taxi/autorickshaw could be used. The management shall consider such claims on merits and facts.
- (b) Reimbursement of expenses on ambulance or public taxi/autorickshaw are admissible within the municipal limits/urban agglomeration/nearest hospital.
- (c) Abuse of the facility will be dealt with treating such claims as acts of gross misconduct.

12. Medical Aid and Expenses Scheme

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, Thalasamea, Tuberculosis, Paralysis, Cardiac Ailment, Pleuresy, Leprosy, Kidney ailment, Epilepsy, Parkinson's Disease, Psychiatric disorder and Diabetes.

Note:

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.

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

14. Package Charges

Some hospitals are charging on the basis of 'package' for specialised treatment for diseases pertaining to heart, kidney, coronary, etc. 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 members of family, subject to the limits specified herebelow:-

| (a) | Coronary Bypass Surgery | Rs. 70,000/- |
|-----|-------------------------|--------------|
| (b) | Coronary Angiography | Rs. 7,000/- |
| (c) | Angioplasty | Rs. 50,000/- |
| (d) | Kidney Transplant | Rs. 40,000/- |

Note:

- The above rates include bed charges from the date of admission to the date of discharge, service charges, nursing/medical care, surgeon's and anaesthetist's fees, operation theatre charges, etc. No further reimbursement over and above the package charges shall be considered.
- 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.

Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad.

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

ANNEXURE - I Schedule for Reimbursement of Charges Incurred by Workman for Pathological etc. Investigations

| n | 75% of the amount actually incurred or as nentioned below whichever is lower, for amily members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|---|---|--|
| | Rs. | Rs. |
| URINE EXAMINATION | | |
| Urine Routine | 20 | 30 |
| Urine for Albumin | 20 | 30 |
| Urine for 17 Ketosteroids | 190 | 250 |
| Urine Culture | 60 | 80 |
| Urine for Column Count Test | 60 | 80 |
| Sensitivity Test | 110 | 150 |
| Urine for Acid Fast Bacilli (T B Culti | ure) 50 | 75 |
| STOOL EXAMINATION | | |
| Stool Routine (Stool) | 20 | 30 |
| EXAMINATION OF BLOOD | | |
| Blood Count with Indices | 35 | 50 |
| Blood Count without Indices | 35 | 45 |
| RBC and Hb with Indices | 35 | 50 |
| RBC and Hb without Indices | 30 | 40 |
| Total WBC and Differential Count (TC/DC) | 30 | 40 |
| Blood Smears for parasites (MP etc | 20 | 30 |
| Blood for Microfilaria | 75 | 100 |
| Platelet Count | 35 | 50 |
| Bleeding and Coagulation Time (BT | CT) 25 | 45 |
| Clot Retraction Time | 25 | 45 |
| Prothrombin Time | 45 | 60 |
| Erythrocytes Sedimentation Rate (Westergren's method) | 25 | 30 |

| * | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|--|--|--|
| | Rs. | Rs. |
| Sedimentation Rate (Both Method ESR | s) 45 | 60 |
| Blood Culture | 80 | 110 |
| Clot Culture | 80 | 110 |
| GCDP | 45 | 65 |
| SEROLOGICAL TESTS ON BLO | OD | |
| Rose Waller Test or R A Test | 110 | 150 |
| Widal Test plus Clot Culture of Weil-Felix or Other Agglutination Test | 55 | 75 |
| Brucella Agglutination Test* | 65 | 90 |
| Cold Agglutination Test for Virus Pneumonia | 65 | 90 |
| C Reactive Proteins** | 100 | 135 |
| Paul Bunnel Test | 80 | 105 |
| Serum for R A Test | 80 | 105 |
| TEST FOR BLOOD TRANSFUSI | ON | * |
| Coomb's Test direct (for coating antibodies) | 110 | 150 |
| Coomb's Test (for complete and incomplete indirect antibodies) | 150 | 200 |
| Blood Grouping and Rh Factor onl (not for matching) for Non-maternity Cases | y 50 | 65 |
| Blood Transfusion per Bottle and Donor's fees (including Patholog attendance and cross-matching) | | 360 |

| | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|--|--|--|
| | Rs. | Rs. |
| SKIN TESTS | | |
| Tuberculin Test (Mantaux) TT or M | MT 50 | 75 |
| Scraping for Fungus | 30 | 40 |
| Skin Clipping & smear for leprosy | 50 | 75 |
| Nasal smear for leprosy | 45 | 60 |
| BIO-CHEMISTRY | | |
| Blood Urea/Calcium/Phosphorus/ Phosphatase/Sodium/Potassium | 50 n each | 75 |
| Blood Urea Nitrogen | 50 | 75 |
| Jrea Clearance Test | 100 | 135 |
| Creatinine Clearance Test | 100 | 135 |
| Serum Proteins or Plasma Protein | s 55 | 75 |
| Serum Proteins Electro Phoresis | 125 | 165 |
| Blood for Fibrinogen | 65 | 90 |
| Blood for Creatinine | 50 | 75 |
| Blood Uric Acid | 50 | 75 |
| Blood Sugar Curve (Glucose Tolerance Test) GTC or GTT | 170 | 225 |
| CO ₂ Combining Power of Plasma | 75 | 105 |
| Blood Cholesterol | 50 | 75 |
| Blood Protein Bound Iodine (PBI) | 180 | 240 |
| Blood Chlorides (S CI) | 50 | 75 |
| Serum Sodium (S.Na) | 45 | 60 |
| Serum Potassium (S K) | 45 | 60 |
| Serum Iron (S.Fe) | 90 | 120 |

:

| • | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|---|--|--|
| | Rs. | Rs. |
| Serum Iron Studies | 135 | 180 |
| Serum Calcium (S.Ca) | 45 | 60 |
| Serum Phosphorous (S.P.) | 45 | 60 |
| Serum Alkaline Phosphatase | 45 | 60 |
| Serum Acid Phosphatase | 75 | 100 |
| Serum Glutamic Oxalic Tranşaminase (SG DT) | 90 | 120 |
| Serum Lipase | 90 | 120 |
| Serum Glutamic Pyruvic Transaminase (ST PT) | 90 | 120 |
| Serum Anylase | 100 | 160 |
| CPK | 180 | 260 |
| Glucose 6 Phosphate Dehydrogenase | 95 | 140 |
| Serum Lactic Dehydrogenase (LD | H) 85 | 120 |
| Serum Lactic Dehydrogenase with Isoenzyme | 210 | 310 |
| SMA 12-2 (14 Blood Chemistry) | 375 | 500 |
| LIVER FUNCTION TESTS | | |
| Thymol Turbidity Test | 45 | 60 |
| Cephalin Cholesterol Floculation Test | 45 | 60 |
| Vanden Berghn Reaction and Icter Index (Quantitative Bilirubin) | rus 75 | 105 |
| Note | | |
| Any other pathological investigatio not specifically covered above | ns 25 | 45 |

| , | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|---|--|--|
| | Rs. | Rs. |
| Takata Ara Reaction | 50 | 70 |
| Bromsulphalein Excretion Test (Excluding Injection charges) | 120 | 170 |
| For indoor patients only For Rheumatic disease to be reimbursed for hospitalised pat | ients | |
| CONJUNCTIVAL SWAB | | |
| Conjunctival Swab for Microscopic and Culture Examination | 75 | 100 |
| Smear Examination for Micro Organism | 60 | 80 |
| Routine Culture for Blood, Urine, Faeces, Sputum, Throat Swab, Pus and Other Exudates | 80 | 110 |
| Fluides or Exudates for Malignant Cells | 90 | 120 |
| PLEURAL AND PERICARDIAL AI ASCITIC FLUIDS | ND | * * |
| Pleural Fluid for Routine Examination | on 90 | 120 |
| Pleural Fluid for Cultural Pericardia and Ascitic Fluids | 90 | 120 |
| SPUTUM EXAMINATION | | |
| Sputum Routine | 50 | 75 |
| Sputum for Acid Fast Bacilli only (Sputum AF B) | 50 | 75 |
| Sputum for Culture (Culture for TB) | 80 | 110 |
| CSF for Diptheria | 75 | 100 |
| Culture for Diptheria | 60 | 80 |

| • | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|---|--|--|
| | Rs. | Rs. |
| GASTRIC ANALYSIS | | |
| Gastric Contents for Routine Analy (Gastric Analysis or Fractional Test Meal) | ysis 110 | 150 |
| Sternal Marrow Routine Cytology (Bone Marrow) | 140 | 200 |
| Basal Metabolic Rate (BMR) | 110 | 150 |
| Lung Fucntion Test | 110 | 150 |
| HISTOPATHOLOGY | | |
| - Small/Medium Specimen | 80 | 120 |
| - Large Specimen | 180 | 240 |
| CHARGES FOR X-RAYS | | |
| Charges per Plate/film | 75 | 100 |
| Barium Studies per Plate | 90 | 120 |
| Dental X-ray per Plate | 30 | 40 |
| ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY | | • |
| Electro Cardiogram (ECG) | 90 | 120 |
| Indual Test | 80 | 105 |
| U C G (Phono-cardiography, Telemetry C, Cardiac Ex Test, Stress Test) | 400 | 525 |
| Echo Cardiography | 450 | 600 |
| Cardio Version | 300 | 390 |
| Ultra Sonography | 220 | 300 |
| US Guided Biopsy | 300 | 400 |
| US Follicular study | 110 | 150 |

| | 75% of the amount actually incurred or as mentioned below whichever is lower, for family members | 100% of the amount actually incurred or as mentioned below whichever is lower, for workman himself |
|--|--|--|
| | Rs. | Rs. |
| PSYCHIATRY TEST | | |
| ECT | 75 | 105 |
| CO ₂ | 45 | 60 |
| Psychology Testing | 75 | 105 |
| C T SCAN/MRI | | |
| Brain/Head/Whole Body | 750 | 1000 |
| Liver/Abdomen | 450 | 600 |
| Combined Thyroid scan with lodine uptake/Thyroid uptake | 225 | 300 |
| Thyroid Scan | 130 | 170 |
| Any other part of Body scan/MRI specifically not covered above | 375 | 500 |
| Echoencephalography(ECHO)/ Electroencephalography(EEG)/ Electromyography (EMG) | 250 | 330 |
| RIA | | |
| T_{a} | 150 | 200 |
| T ₄ | 150 | 200 |
| TSH, LH, FSH, Prolactin (for each test) | 190 | 250 |
| Testosterone | 225 | 300 |
| Parathyroid | 225 | 300 |
| Estrogen (Total) | 225 | 300 |
| ACTH | 225 | 300 |
| HBsAg by RIA or EIA | 260 | 350 |

| Rs. | Rs. |
|----------------------------|----------------------------|
| family members | workman himself |
| whichever is lower, for | whichever is lower, for |
| mentioned below | mentioned below |
| incurred or as | incurred or as |
| amount actually | amount actually |
| 75% of the | 100% of the |

FOR SURGICAL INVESTIGATION & TREATMENT OF CANCER

Scopies and Biopsies 450 600 Chemotherapy 360 600

OXYGEN CHARGES

Oxygen charges shall be reimbursed at the rate of Rs.20/- per hour subject to a maximum of Rs.200 per day.

OPERATION CHARGES

ANNEXURE II

| | | Special Operation | peration | Major Operation | peration | Minor Operation | peration |
|-----|-----------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|
| | | 75% of the | 100% of the | 75% of the | 100% of the | 75% of the | 100% of the |
| | | amount actually | amount actually | amount actually | amount actually | amount actually | amount actually |
| | | incurred or the | incurred or the | incurred or the | incurred or the | incurred or the | incurred or the |
| | | amount as | amount as | amount as | amount as | amount as | amount as |
| | | mentioned against | mentioned against | mentioned against | mentioned against | mentioned against | mentioned against |
| | | each item | each item | each item | each item | each item | each item |
| | | whichever is | whichever is | whichever is | whichever is | whichever is | whichever is |
| | | lower, for members | lower, for workmans | lower, for members | lower, for workmans | lower, for members | lower, for workmans |
| | | of the family | himself | of the family | himself | of the family | himself |
| | | Rs. | Rs. | Rs. | Rs. | Rs. | Rs. |
| (a) | (a) Operation Theatre | -/009 | -/008 | -400/- | -/009 | -/002 | 250/- |
| | charges | | | | | | |
| (P) | ~ | -/09/ | 1000/- | -/009 | 750/- | 150/- | 200/- |
| (0) | | 5250/- | -/0002 | 3375/- | 4200/- | 1100/- | 1500/- |
| | Operation (including | | | | | | |
| | Fees for Assistants) | \$ 80 KG | 18 N | 100 mm | | | • |

Expenses for dialysis, blood transfusion, Heart valve replacement, implanted items during surgery, Angiography and pace-maker may be reimbursed at the rate of 75% for family members and 100% for workman himself. Schedule of charges for the same shall be as per the rates applicable to lowest paying bed of AIIMS, New Delhi. (g

indicative list of special, Major and Minor Operation is appended below:

SPECIAL OPERATIONS

Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations and Kichey Transplantation Operation.

MAJOR OPERATIONS

Kidney Stone, Prostrate, Thyroid, Caesarian Delivery, Gestrarectomy, Hysterectomy, Fractures, Amputations, S.P.Nailing, Discoidectomy, Retina Detachment, Liver & Gall Bladder, Plastic Surgery (not for beautification) Cataract, Hemia subject to Bank's discretion (Time taken approximately 1 to 3 hours).

MINOR OPERATIONS

D&C, Fissure, Circumcision, Small Hydrocele, Dilation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tubectomy, Piles, Fistula, Minor Operations Eye, Nose and Ear. (Time taken approximately 60 minutes or less).

Scheme of Reimbursement of Expenses incurred by the Workmen for Treatment Abroad

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

employee would be covered under the Scheme. The annual cost incurred on meeting of the Board by way of sitting fees, etc., shall be shared on an annual basis by such of the banks which avail of the services of the Medical Boards of examining cases of their workmen needing treatment abroad, in a manner as may be decided by the Reserve Bank of India. The Medical Board should make a specific recommendation and also give reasons for recommending treatment abroad. The Medical Board will submit its report to RBI, which in turn, could pass it on to the concerned bank.

- For the purposes of reimbursement, as envisaged in the scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences, New Delhi, enforced from time to time, should be adopted.
- 9. The following institutions have been identified as having facilities for specialised treatment:
 - (a) Bypass Coronary Surgery:
 - (i) Southern Railways Headquarters Hospital, Perambur, Madras.
 - (ii) Christian Medical College and Hospital, Vellore.
 - (iii) K.E.M. Hospital, Bombay.
 - (iv) Jaslok Hospital, Bombay.
 - (v) Bombay Hospital, Bombay.
 - (vi) Kasturba Hospital, Bhopal
 - (vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
 - (b) Kidney Transplant:
 - (i) Christian Medical College & Hospital, Vellore.
 - (ii) All India Institute of Medical Sciences, New Delhi.
 - (iii) Post Graduate Institute, Chandigarh.
 - (iv) Jaslok Hospital, Bombay.
 - (c) Blood Cancer:
 - (i) Tata Memorial Hospital, Bombay
 - (ii) Cancer Institute, Adyar, Madras.

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