MEMORANDUM OF SETTLEMENT

Dated

27th March, 2000

SEVENTH BIPARTITE SETTLEMENT ON WAGE REVISION AND OTHER SERVICE CONDITIONS

between

Managements of "A" Class Banks (represented by Indian Banks' Association)

and

their workmen (represented by AIBEA, NCBE, BEFI, INBEF and NOBW)



INDIAN BANKS' ASSOCIATION

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



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SCHEDULE

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Memorandum of Settlement dated 27th March, 2000 between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as reprsented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees' Federation of India, Indian National Bank Employees' Federation and National Organisation of Bank Workers.

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

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

and

Representing the

(Member Banks)

Employers

their workmen

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

Duly authorised on behalf of the Indian Banks' Association

Representing the Workmen

- 1) Shri N Sampath
 - 2) Shri P N Tiwari
 - 3) Shri R D Trivedi
 - 4) Shri Krishan Lal
 - 5) Shri H V Rai
 - 6) Shri Tarakeswar Chakraborti
 - 7) Shri S D Dhopeshwarkar
- 8) Shri K Sreenivasan
- 9) Shri Ramanand
- 10) Shri Kamal K. Bhattacharya
- 11) Shri I B Shah
- 12) Shri C H Venkatachalam
- 13) Shri M Ekanath Pai
- 14) Shri D K Chatterji
- 15) Shri Rajan Nagar

All India Bank Employee's Association

Shri L Balasubramanian
 Shri K K Bandlish
 Shri Y K Arora
 Shri D Venugopal Reddy
 Shri D Venugopal Reddy
 Shri T Selvaraj
 Shri T Selvaraj
 Shri Y Tharak Nath
 Shri Milind Nadkarni
 Shri S D Mishra
 Shri Umesh P. Naik
 Shri Suresh Mehra
 Shri S A Kadri
 Shri B.S. Venkatanarasaiah
 Shri Raphy Kunjappu
 Shri M.H. Wodeyar

National Confederation of Bank Employees

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

Indian National Bank Employees' Federation

1) 2) 3) 4) 5) 6) 7) Bank Employees' Federation of India

1) 2) 3) 4) 5) 6) 7)

National Organisation of Bank Workers

SHORT RECITAL OF THE CASE



- (A) The Indian Banks' Association (IBA) on behalf of its memorial banks named in the respective Schedule, signed settlement with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule on 14th February, 1995, 14th December, 1996 and 28th November, 1997 inter-alia regarding various terms and conditions of their service. The Settlement dated 14th December 1996 was co-terminus with the Settlement dated 14th February, 1995.
- (B) A Bipartite Settlement was signed between IBA and National Organisation of Bank Workers (NOBW) on 22nd October, 1997 whereby NOBW agreed not to seek re-opening of any of the industry level settlement signed subsequent to Settlement dated 25th April, 1980 and as such signed the Settlement dated 28th November, 1997 as one of the Unions representing workmen employees of the banks.
- (C) The AIBEA, NCBE, BEFI, INBEF and NOBW (hereinafter jointly called the Unions) submitted a joint Charter of Demands dated 28th November 1997 for revision of wages and other Service conditions to the IBA and requested for negotations on the same, with a view to arriving at an amicable settlement
- (D) The IBA also raised with the Unions, during negotiations, issues on behalf of the managements of the banks concerned, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and maintaining harmonious industrial relations.
- (E) The Unions put forward a demand for giving yet another opportunity to those employees who had not opted for pension earlier. While IBA expressed its inability to consider the demand of the Unions, on their insistance however, it agreed to forward the demand to the Government of India.
- (F) The parties initially agreed after prolonged negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be 12.25% of the wage bill of workmen employees for the year ended 31st March, 1997 including the cost of superannuation benefits and accordingly signed a Memorandum of Understanding on 11th March, 1999 at Mumbai. It is agreed that for the purpose of this Settlement

Pension be costed at 18.25% of the incremental. Pay arrived at by merger of Dearness Allowance at CPI 1616 points with the Pay as per the Settlement dated 14th February, 1995 and 14th December, 1996.

- (G) The parties thereafter negotiated the aforesaid demands and issues on several occasions and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (H) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

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

TERMS OF SETTLEMENT GENERAL

- In respect of 55 'A' Class Banks listed in Schedule I, to this 1. Memorandum of Settlement except the State Bank of India. Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No. 1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971, 8th November, 1973, 1st Aug. 1979, 31st Oct. 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions except to the extent the same are modified by this settlement.
- 2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31st March, 1967, 24th February, 1970, 15th September, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen

except to the extent the same are modified by settlement.



- (ii) In respect of State Bank of Saurashtra, the provisions the Awards as further modified by the Settlements dated 11th November, 1966, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December, 1966, 19th December, 1970, Ist August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iv) In respect of Indian Overseas Bank the provisions of the Awards as further modified by the Settlements dated 14th December, 1966, 17th December, 1970, 29th July, 1972, 23rd March, 1973, Ist August, 1979, 31st october, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2 (i), (ii), (iii) and (iv) above refer to settlements entered into between State bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlement)

- 3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19th October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said settlements shall stand amended, modified or superseded to the extent and in the manner detailed hereunder.
 - (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force.

4. Scales of Pay

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

| Clerical Staff | | | | | | | | | |
|----------------|-----|------|-----|--------|----------------|-------|-------|------|-----|
| 3020 | 135 | 3425 | 225 | 4100 | 320 | 5380 | 340 | 6400 | 380 |
| | 3 | | 3 | | 4 | | 3 | | 4 |
| 7920 | 680 | 8600 | 380 | 8980 | 980 (20 YEARS) | | | | |
| | 1 | | 1 | | | | | | |
| | | | | Subord | linate | Staff | | | |
| 2750 | 55 | 2860 | 75 | 3010 | 90 | 3190 | 110 | 3520 | 130 |
| | 2 | | 2 | | 2 | | 3 | | 4 |
| 4040 | 150 | 4490 | 170 | 5000 | | (20 Y | EARS) | | |
| | 3 | | 3 | | | | | | |

Note :

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

5. Stagnation Increments :

In partial modification of Clause 5 (a) of Bipartite Settlement dated 14th February 1995, both clerical and subordinate staff

shall be eligible for five stagnation increments with effect from 1st November, 1997 at the rates and frequencies as state hereunder :-



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

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

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

6. Definition of 'Pay'

- (i) Allowances hither to termed as Special Allowance, Graduation Allowance, Professional Qualification Allowance and Officiating Allowance which are in the nature of 'pay', attracting Dearness Allowance and ranking for superannuation benefits shall henceforth be termed as Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, respectively.
- (ii) In supersession of Clause 12 of the Bipartite Settlement dated 14th February, 1995 and Clause I of the Bipartite Settlement dated 14th December, 1966 '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 III shall rank for superannuation benefits.
- (ii) For workmen who were in service in Area I as on 31st December, 1969, and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions as applicable then, shall rank for Provident Fund to the extent of 50% subject to a maximum of Rs. 30/- p.m.

7. Dearness Allowance

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

(i) Subordinate Staff

0.24% of 'Pay'

- (ii) Clerical Staff
 - a) 0.24% of 'pay' upto Rs. 7100/- plus
 - b) 0.20% of 'pay' above Rs. 7100/- and upto Rs. 11, 300/- plus
 - c) 0.12% of 'pay' above Rs. 11, 300/-

Note :

- (a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 1684 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.
- (b) It is clarified that there shall be no ceiling on Dearness Allowance.
- (c) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.
- (d) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.



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

| Α. | Cle | Clerical Staff | | | | |
|---|-------------------------------|--------------------------------|------------------------|--|--|--|
| | (i) At the higher CCA Centres | | 4% of Basic Pay | | | |
| | | including the State of Goa | Minimum Rs. 125/- p.m. | | | |
| | | | Maximum Rs. 250/-p.m. | | | |
| | (ii) | At the lower CCA Centres | | | | |
| | | i.e. places with population of | 3% of Basic Pay | | | |
| | | 5 lakhs and over, State | Minimum Rs. 100/- p.m. | | | |
| | | Capital, Chandigarh, | Maximum Rs. 200/-p.m. | | | |
| | | Pondicherry and Port Blair. | | | | |
| (b) | Subordinate Staff | | | | | |
| | (i) | At the higher CCA Centres | 4% of Basic Pay | | | |
| | | including the State of Goa | Maximum Rs. 175/-p.m. | | | |
| | (ii) | At the lower CCA Centres | | | | |
| | | i.e. places with population of | 3% of Basic Pay | | | |
| | | 5 lakhs and over, State | Maximum Rs. 125/-p.m. | | | |
| | | Capitals, Chandigarh, | | | | |
| | | Pondichery and Port Blair | | | | |
| | Not | e : | | | | |
| All Other existing provisions relating to City Compensatory Allowance shall remain unchanged. | | | | | | |

9. HOUSE RENT ALLOWANCE

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

| | AREA | Rate as percentage of Pay No Min./No Max. | | | |
|---|--|---|--|--|--|
| (i) | Places with population of more than 12 lakhs | 8.5 | | | |
| (ii) | Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories. | 7.5 | | | |
| (iii) | Places with population below 2 lakhs | 6.5 | | | |
| Note : | | | | | |
| (1) Where quarters are provided, HRA, shall not be payable, and the rent to be recovered shall be 2.5% of the first stage of the Scales of Pay. | | | | | |
| (2) | (2) All other existing provisions relating to House Rent Allowance shall remain unchanged. | | | | |
| (3) | (3) Revised HRA payable from 1.11.99 at Project Area Centres shall be as under :- | | | | |
| | | 6 of Pay Minimum/No Maximum) | | | |
| | (ii) Project Area : 7.5% Centres-Group B (No | 6 of Pay Minimum/No Maximum) | | | |

10. TRANSPORT ALLOWANCE

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

Note :

(i) All permanent part time employees including those probation drawing scale wages shall be paid transport 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.
- (iii) In veiw of the amendments to sub-rule (2) to Rule 2 BB of Income Tax Rules, 1962 (vie CBDT notification F No. 142/18/.98-TPL published in the Gazette of India Extraordinary part-II dated 13.5.1998), transport allowance paid/payable to an employee is exempt from Income Tax to the extent of Rs. 800/- per month.

11. SPECIAL PAY :

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

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

12. Hill and Fuel Allowance

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

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

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

Note : All other existing provisions shall remain unchanged.

13. FIXED PERSONAL PAY

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

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

14. PAYMENT OF OVERTIME ALLOWANCE

The Overtime Allowance paid to the employees for the over time work performed uptill 31st March, 2000 shall not be recalculated on account of this settlement.

15. PROVIDENT FUND

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

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



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

17. MEDICAL AID

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

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

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

18. HOSPITILISATION :

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

- The rates and ceilings indicated under schedule V of the Bipartite Settlement Dated 14th February, 1995 shall stand enhanced by 20% (Refer Schedule-V)
- ii) The following disease shall also become eligible for domiciliary treatment :-

Hepatitis - B, Haemophilia and Myaestheniagravis.

19. REIMBURSEMENT OF EXPENSES ON ROAD TRAVEL

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

20. PART TIME EMPLOYEES

 (i) In partial modification of Clause I of the Bipartite Settlement dated 28th November, 1997, with effect from 1st November, 1997, Part Time employees whose normal working hours per week are as given below shall be paid consolidated wages as under :

| (a) | Upto 3 hours | : | at bank's discretion with a |
|-----|--------------|---|-----------------------------|
| | | | minimum of Rs. 450/-p.m. |
| | | | |

(b) More than 3 hours at bank's discretion with a but less than 6 hours : minimum of Rs. 740/- p.m.

 (ii) In partial modification of Clause 18.2 of the Bipartite Settlement dated 10thApril, 1989, with effect from 1st November, 1999, Part Time employees drawing scale wages shall also be eligible for reimbursement of Hospitilisation Expenses on pro-rata basis.

21. WASHING ALLOWANCE

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

22. CYCLE ALLOWANCE

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

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

23. HALTING ALLOWANCE

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

| | | | | 5/8.1 |
|-------------------|----------|----------|----------|--------|
| | Higher | Lower | Non | r Star |
| | CCA | CCA | CCA | AIBE |
| | Centres | Centres | Centres | |
| Clerical Staff | Rs. 190 | Rs.145 | Rs.125 | |
| | Per diem | Per diem | Per diem | |
| Subordinate Staff | Rs. 150 | Rs. 100 | Rs. 80 | |
| | Per diem | Per diem | Per diem | |

24. SPLIT DUTY ALLOWANCE

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

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

25. PRIVILEGE LEAVE

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

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

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

26. MATERNITY LEAVE

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

- (a) Maternity leave, which shall be on substantive pay, shall be granted to a female employee for a period not exceeding 6 months on any one occasion and 12 months during the entire period of her service.
- (b) Within the overall period of 12 months, leave may also be granted in case of miscarriage/abortion/MTP.
- (c) Leave may also be granted once during service to a childless female employee for legally adopting a child who is below one year of age for a maximum period of two months or till the child reaches the age of one year, whichever is earlier subject to the following terms and conditions :-

- Leave will be granted for adoption of only one child. (i)
- The adoption of a child should be through a proper legal (ii) process and the employee should produce the adoptiondeed 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.

SICK LEAVE 27.

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

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

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

COMPENSATION ON TRANSFER 28.

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

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

Clerical Staff Rs. 600/-

Subordinate Staff Rs. 400/-

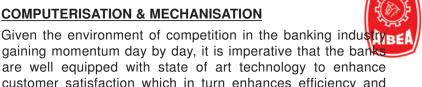
Where no receipts/Statement of loss are produced a (b) lumpsum payment of -

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

29. PARADIP PORT TOWN ALLOWANCE

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

30. COMPUTERISATION & MECHANISATION



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

- Banks may computerise 70% of their Business. They (a) may, in their discretion, computerise partly or fully, operations in branches and administrative offices irrespective of their location/classification and number of vouchers obtaining thereat. Determination of business for this purpose shall be as per RBI guidelines issued from time to time.
- Staff rendered surplus due to computerisation will be (b) deployed suitably in vacancies as per the provisions of this Settlement.
- A Standing Committee comprising representatives of the (C) management of the bank and the workmen union will monitor and oversee the operations of computerisation/ mechanisation so as to ensure strick adherence to the terms and conditions of this Settlement.

31. BUSINESS HOURS

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

DEPLOYMENT OF STAFF 32.

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

33. VOLUNTARY CESSATION OF EMPLOYMENT

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

34. SPECIAL PROVISION FOR STATE BANK OF INDIA

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

35. IMPLEMENTATION

- (a) The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.
- Scales of Pay, Dearness Allowance and consolidated wages to part time employees working for less than 6 hours per week.
- Provident Fund on 85% of Pay, Pension, Special Pay, Graduation Pay and Professional Qualification Pay
- Provident Fund on entire Pay, Gratuity, House Rent Allowance, City Compensatory Allowance, Washing Allowance, Hill & Fuel Allowance, Transport Allowance, Annual Medical Aid, Hospitalisation Expenses, Fixed Personal Pay, Paradip Port Town Allowance and Fifth Stagnation Increment.
- 4. Halting Allowance and all other items agreed to but not Date of covered by the above Clauses. Settlement.
- 5. Split Duty Allowance, Cycle Allowance and Overtime Allowance 1-4-2000

It is Clarified that while calculating the arrears for the period of the Settlement uptil 31-10-1999, if the net difference between the existing total emoluments and

the revised total emoluments after Provident Fuldeduction is negative, the same shall be ignored.



Revised Special Pay, Graduation Pay and Professional Qualification Pay shall rank for revised dearness allowance from 1.4.1998 and for revised house rent allownce from 1.11.1999.

85% of such revised Pay shall rank for Provident fund from 1.4.1998 to 31.10.199 and entire pay shall rank for provident fund from 1.11.1999 onwards.

Special allowance (including D.A., H.R.A. etc.) paid to the employees during the period 1.11.1997 to 31.3.1998 will not undergo any change.

- (b) From 1.11.1999, if the revised total monthly emoluments of an employee after deducting Provident Fund fall short of the existing total monthly emoluments after deducting Provident Fund, the difference shall be paid by way of a Temporary Adjusting Allowance which shall be adjusted to the extent of any net increase in basic pay, fixed personal pay, dearness allowance or any other allowance or a monthly benefit of any other type till it gets fully wiped off.
- (c) With regard to the 3 weak banks viz. Indian Bank, United Bank of India and UCO Bank, if the management of these banks find it difficult to make payment of arrears, they may discuss with the Unions in their respective banks and reschedule amicably.
- <u>36.</u> (a) This Settlement is entered into between the parties concerned taking due note of the proceedings in relation to this Settlement filed and pending as on date before the Hon'ble Calcutta High Court and the Hon'ble Mumbai High Court.
 - (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders, if any, which may be passed therein.

37. DATE OF EFFECT AND OPERATION

(i) This Settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the Settlement.

- (ii) The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- (iii) The AIBEA, NCBE, 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.

38. INTERPRETATION

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

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

For National Confederation of For Indian National Bank Employees' Federation Bank Employees Sd/-Sd/-(S/Shri) (S/Shri) L Balasubramanian R P Murugesan K K Bandlish Subhash Sawant Y K Arora Jogen Sarkar D Venugopal Reddy T Selvarai Y Tharak Nath Milind Nadkarni N K Paliwal Witness Witness Umesh Naik (S/Shri) Sd/-Suresk K Mehra G Sankaranarayanan R Kunchithapatham Himadri Dutta **O P Sharma** H V Rai C H Venkatachalam S D Mishra I B Shah Assistant Labour Commissioner (Central) c.c. to : 1) 2) Regional Labour Commissioner (Central) Chief Labour Commissioner (Central), New Delhi 3) The Secretary of the Govt. of India, 4) 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 Maharahtra
- 6. Canara Bank
- 7. Central Bank of India
- 8. Corporation Bank
- 9. Dena Bank
- 10. Indian Bank
- 11. Indian Overseas Bank
- 12. Oriental Bank of Commerce
- 13. Punjab National Bank
- 14. Punjab & Sind Bank
- 15. Syndicate Bank
- 16. UCO Bank
- 17. Union Bank of India
- 18. United Bank of India
- 19. Vijaya Bank
- 20. State Bank of India
- 21. State Bank of Bikaner & Jaipur
- 22. State Bank of Hyderabad
- 23. State Bank of Indore
- 24. State Bank of Mysore
- 25. State Bank of Patiala
- 26. State Bank of Saurashtra
- 27. State Bank of Travancore
- 28. The Bank of Rajasthan Ltd.
- 29. The Benares State Bank Ltd.
- 30. Bharat Overseas Bank Ltd.
- 31. The Catholic Syrian Bank Ltd.

- 32. The Dhanalakshmi Bank Ltd.
- 33. The Federal Bank Ltd.
- 34. The Jammu & Kashmir Bank Ltd.
- 35. Karnataka Bank Ltd.
- 36. The Karur Vysya Bank Ltd.
- 37. The Lakshmi Vilas Bank Ltd.
- 38. Lord Krishna Bank Ltd.
- 39. The Nainital Bank Ltd.
- 40. The Nedungadi Bank Ltd.
- 41. The Ratnakar Bank Ltd.
- 42. The Sangli Bank Ltd.
- 43. The South Indian Bank Ltd.
- 44. The Vysya Bank Ltd.
- 45. ABN Amro Bank N.V.
- 46. ANZ Grindlays Bank P.I.C.
- 47. American Express Bank Ltd.
- 48. Bank of America NT & SA
- 49. The Bank of Tokya Mitsubishi Ltd.
- 50. Banque National De Paris
- 51. Citibank N.A.
- 52. The Hongkong and Shanghai Banking Corpn. Ltd.
- 53. The Sakura Bank Ltd.
- 54. Sonali Bank
- 55. Standard Chartered Bank

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



SPECIAL PAY

PART I

| | For Clerical Staff | Amount of Special Pay Rs. |
|-----|--|---------------------------------|
| 1. | Telephone Operator | 108 |
| 2. | Relieving Telephone Operator | 56 |
| 3. | Audit Clerk - Category 'A' | 182 |
| | - Category 'B' | 343 |
| 4. | Comptist | 213 |
| 5. | Telex Operator | 269 |
| 6. | Teller - Category 'A' | 351 |
| | - Category 'B' | 587 |
| 7. | Punch Card Operator | 298 |
| 8. | Accounting Machine Operator | 460 |
| 9. | IBM/ICT Machine Operator | 522 |
| 10. | Stenographer | 522 |
| 11. | Head Clerk | 522 |
| 12. | Assistant Head Cashier | |
| | - Units of 5 clerks and above | 331 |
| | - Units of 4 clerks and below | 232 |
| 13. | Cashier-in charge of Cash in Pay office or Branch | 351 |
| 14. | Head Cashier - Category 'A' | |
| 14. | - Units of 5 clerks and above | 460 |
| | - Units of 4 clerks and below | 351 |
| 15. | Head Cashier - Category 'B' | 331 |
| 15. | - Units of 5 clerks and above | 522 |
| | - Units of 4 clerks and below | 415 |
| 16. | Head Cashier - Category 'C' | 585 |
| 17. | Head Cashier - Category 'D' | 648 |
| 18. | Head Cashier - Category -'E' | 906 |
| 19. | Special Assistant | 971 |
| 20. | Agricultural Assistant | 258 |
| 21. | Computer Operator | 633 |
| 22. | Data Entry Operator | 440 |
| 23. | Encoder Operator | 378 |
| 24. | Advanced Ledger Posting | 540 |
| | Machine Operator | 040 |
| 25. | Advanced Electronic Accounting Machine Operator | 540 |

PART II



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

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

SPECIAL PAY

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

SCHEDULE III

FIXED PERSONAL PAY

| | Area of Posting | Increment Component of FPP | Dearness Allowance as on 1.11.1997 | Total FPP payable where bank's accommodation is provided | HRA Payable where Bank's accommodation is not provided | Total FPP payable Where Bank's accommodation is not provided |
|---------------|---|----------------------------------|---|---|---|---|
| | | 2 | 3 | 4 | 5 | 9 |
| CLEI | CLERICAL STAFF | | | | | |
| (i) | Places with population of more than 12 lakhs | 380 | 15.96 | 396 | 32.30 | 429 |
| (ii) | Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories | 380 | 15.96 | 396 | 28.50 | 425 |
| (iii) SUBC | (iii) Places with population below 2 lakhs SUBORDINATE STAFF | 380 | 15.96 | 396 | 24.70 | 421 |
| (i) | Places with population of more than 12 lakhs | 170 | 8.56 | 179 | 14.45 | 194 |
| (iii) | Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territorities | 170 | 8.56 | 179 | 12.75 | 192 |
| (iii) Note | (iii) Places with population below 2 lakhs Note : FPP payable is rounded off to next higher rupee. | 170 ee. | 8.56 | 179 | 11.05 | 190 |

28

27

SCHEDULE FOR REIMBURSEMENT OF HOSPITALISATION EXPENSES

- 1. 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

- The expression of '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. 1500/- p.m. If the income of one of the parents exceeds Rs. 1500/- p.m. or the aggregate income of both the parents exceeds Rs. 1500/- 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-inlaw are ordinarily residing with and wholly dependent on her.

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

| | | | 75% of the amount | 100% of the amount |
|-----|-----|---------------------------|----------------------|----------------------|
| | | | actually incurred or | actually incurred or |
| | | | the amount as | the amount as |
| | | | mentioned below | mentioned below |
| | | | against each item | against each item |
| | | | whichever is lower, | whichever is lower, |
| | | | for members of the | for workmen himself |
| | | | family | |
| 3.1 | (a) | Hospital Registration fee | Rs. 48/- | Rs. 72/- |
| | (b) | Surcharge/tax on | Proportion to the | Proportion to the |
| | | hospital bills | extent of the bill | extent of the bill |
| | | - | passed by the bank | passed by the bank |

3.2 Charges for bed per day (excluding charges for board)

| (a) Subordinate staff | Rs.72/- | Rs. 95/- |
|--|---|-----------|
| (b) Clerical Staff | Rs. 144/- | Rs. 180/- |
| 3.3 Diagnostic material Charges, X-rays, Pathological tests, ECG, etc. | s, As per Annexure I hereto. | |
| 3.4 Medicines/drugs, injections, bandage and dressing materials etc. except tonics | 75% or 100% as the case may be of actual expenses incurred. | |
| 3.5 Operating Charges etc. | As per Annexure II hereto. | |

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

Visit at the Chamber

| | Major 'A' Class Citi Viz. Mumbai, Delhi, Calcutta, Ahmedaba and Hyderabad | Chennai, | Other Places | |
|----------------------------|--|--|--|--|
| | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself. | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself. |
| First Consultation | Rs. 108/- | Rs. 144/- | Rs. 72/- | Rs. 108/- |
| Subsequent Consultation | Rs. 54/- | Rs. 72/- | Rs. 36/- | Rs. 54/- |

Visit at Residence :

| | Major 'A' Class Citie Viz. Mumbai, Delhi (Calcutta, Ahmedaba and Hyderabad | Chennai, | Other Places | |
|--|--|---|--|---|
| | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself |
| In case of emergency leading to Hospitalisatior Consultation | Rs. 132/- | Rs. 240/- | Rs. 96/- | Rs. 180/- |
| Second Consultation | Rs. 108/- | Rs. 216/- | Rs. 72/- | Rs. 144/- |
| Subsequent Consultation | Rs. 72/- | Rs. 144/- | Rs. 48/- | Rs. 96/- |

Visit made by Specialists at the Hospital



Special Visits :

| | Major 'A' Class Citie Viz. Mumbai, Delhi, Calcutta, Ahmedaba and Hyderabad | Chennai, | Other F | Places |
|--------------------------|--|--|--|--|
| | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself. | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for himself. |
| During the day time | Rs. 60/- | Rs. 96/- per visit | Rs. 48/- | Rs. 60/- per visit |
| During the night time | Rs. 96/- | Rs. 144/- per visit | Rs. 60/- | Rs. 96/- per visit |
| Routine visits | Rs. 48/- | Rs. 60/- per visit | Rs. 48/- | Rs. 60/- 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 unvoidable 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.
- 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 the reimbursement purpose.

- 7. 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 caesareen 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 arriving at the amount eligible for reimbursement.
- 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 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 :

(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 ta autorickshaw are admissible within the municipal limits/urpain aggiomeration/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 domicliary 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, Laukaemia, Thalasamea, Tuberculosis, Paralysis, Cardiac Ailment, Pleurisy, Leprosy, Kidney ailment, Epilepsy, Parknson's Disease, Psychiatric disorder, Diabetes, Hepatitis-B, Haemophilia and Myaestheniagravis.

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 for a period not exceeding 90 days.

13. The medical aid and reimursement 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, Homoeopathy and Naturopathy. If such treatment is taken in a clinic/ hospital recognized by the Central/State Government. Further, reimbursement shall be limited to such expenses within the prescribed ceillings 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 of 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. 84,000/- |
|-----|-------------------------|--------------|
| (b) | Coronary Angiography | Rs. 8,400/- |
| (c) | Angioplasty | Rs. 60,000/- |
| (d) | Kidney Transplant | Rs. 48,000/- |

Note

- 1. 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.
- 2. 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.

15. 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

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

| | 75% of the amount actually incurred or as mentioned below whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned below whichever is lower, for workman himself |
|--|---|--|
| | Rs. | Rs. |
| URINE EXAMINATION | | |
| Urine Routine | 24 | 36 |
| Urine for Albumin | 24 | 36 |
| Urine for 17 Ketosteroids | 228 | 300 |
| Urine Culture | 72 | 96 |
| Urine for Column Count Test | 72 | 96 |
| Sensivity Test | 132 | 180 |
| Urine for Acid Fast Bacilli (T B Culture) | 60 | 90 |
| STOOL EXAMINATION | | |
| Stool Routine (Stool) | 24 | 36 |
| EXAMINATION OF BLOOD | | |
| Blood Count with Indices | 42 | 60 |
| Blood Count without Indices | 42 | 54 |
| RBC and Hb with Indices | 42 | 60 |
| RBC and Hb without Indices | 36 | 48 |
| Total WBC and Differential Count (TC/DC) | 36 | 48 |
| Blood Smears for parasites (MP etc.) | 24 | 36 |
| Blood for Microfilaria | 90 | 120 |
| Platelet Count | 42 | 60 |
| Bleeding and Coagulatin Time (BT CT) | 30 | 54 |
| Clot Retraction Time | 30 | 54 |
| Prothrombin Time | 54 | 72 |
| Erythrocytes Sedimentation Rate (Westergren's method) | 30 | 36 |

| Sedimentation Rate (Both methods) ESR | 54 | 72 |
|---|-----|-----|
| Blood Culture | 96 | 132 |
| Clot Culture | 96 | 132 |
| GCDP | 54 | 76 |
| SEROLOGICAL TESTS ON BLOOD | | |
| Rose Waller Test or RA Test | 132 | 180 |
| Widal Test plus Clot Culture of Well-Felix or Other Aggiutination Test | 66 | 90 |
| Brucella Aggiutination Test | 78 | 108 |
| Cold Agriutination Test for Virus Pneumonia | 78 | 108 |
| C Reactive Proteins** | 120 | 162 |
| Paul Bunnel Test | 96 | 126 |
| Serum for RA Test | 96 | 126 |
| TEST FOR BLOOD TRANSFUSION | | |
| Coomb's Test direct | | |
| (for coating antibodies) | 132 | 180 |
| Coomb's Test (for complete and incomplete indirect antibodies) | 180 | 240 |
| Blood Grouping and Rh Factor only (not for matching) for Non-maternity Cases | 60 | 78 |
| Blood Transfusion per Bottle and Donor's fees (including Pathologist's attendance and cross matching) | 324 | 432 |
| SKINTESTS | | |
| Tuberculin Test (Mantaux) TT or MT | 60 | 90 |
| Scraping for Fungus | 36 | 48 |
| o o aping tot t angeo | | |
| Skin Clipping & smear for leprosy | 60 | 90 |

* for Indoor patients only

** for Rheumatic disease to be reimbursed for hospitalised patients

| | | 5 |
|---|-----|---|
| BIO-CHEMISTRY | | ALL |
| Blood Urea/Calcium/ Phosphorus/Phosphatase/ Sodium/Potassium each | 60 | 90 |
| Blood Urea Nitrogen | 60 | 90 |
| Urea Clearance Test | 120 | 162 |
| Creatinitne Clearance Test | 120 | 162 |
| Serum Proteins or Plasma Proteins | 66 | 90 |
| Serum Proteins Electro Phoresis | 150 | 198 |
| Blood for Fibrinogen | 78 | 108 |
| Blood for Creatinine | 60 | 90 |
| Blood for Uric Acid | 60 | 90 |
| Blood Sugar Curve (Glucose Tolerance Test) GTC or GTT | 204 | 270 |
| CO2 Combining Power of Plasma | 90 | 126 |
| Blood Cholestrol | 60 | 90 |
| Blood Protein Bound Iodine (PBI) | 216 | 288 |
| Blood Chlorides (S CI) | 60 | 90 |
| Serum Sodium (S. Na) | 54 | 72 |
| Serum Potassium (SK) | 54 | 72 |
| Serum Iron (S.Fe) | 108 | 144 |
| Serum Iron Studies | 162 | 216 |
| Serum Calcium (S.Ca) | 54 | 72 |
| Serum Phosphorous (S.P) | 54 | 72 |
| Serum Alkaline Phosphatase | 54 | 72 |
| Serum Acid Phosphatase | 90 | 120 |
| Serum Glutamic Oxalic Transaminase (SG DT) | 108 | 144 |
| Serum Lipase | 108 | 144 |
| Serum Glutamic Pyruvic Transminase (ST PT) | 108 | 144 |
| Serum Analyse | 120 | 192 |
| СРК | 216 | 312 |

| 114 | 168 |
|----------------|--|
| 102 | 144 |
| 252 | 372 |
| 450 | 600 |
| | |
| 54 | 72 |
| 54 | 72 |
| 90 | 126 |
| 30 | 54 |
| 60 | 84 |
| 144 | 204 |
| | |
| 90 | 120 |
| 72 | 96 |
| 96 | 132 |
| 108 | 144 |
| ASCITIC FLUIDS | |
| 108 | 144 |
| 108 | 144 |
| | |
| | 1 |
| 60 | 90 |
| | 102 252 450 54 54 90 30 30 60 144 90 144 90 72 96 72 96 108 ASCITIC FLUIDS 108 |

| | | 500 |
|--|-------------|----------|
| Sputum for Culture (Culture for TB) | 96 | 132 |
| CSF for Diphtheria | 90 | 120 AIBE |
| Culture for Diphtheria | 72 | 96 |
| GASTRIC ANALYSIS | | |
| Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal) | 132 | 180 |
| Sternal Marrow Routine Cytology (Bone Marrow) | 168 | 240 |
| Basal Metabolic Rate (BMR) | 132 | 180 |
| Lung Function Test | 132 | 180 |
| HISTOPATHOLOGY | | |
| - Small/Medium Specimen | 96 | 144 |
| - Large Specimen | 216 | 288 |
| CHARGES FOR X-RAYS | | |
| Charges per Plate / Film | 90 | 120 |
| Barium Studies per Plate | 108 | 144 |
| Dental X-Ray per Plate | 36 | 48 |
| ULTRA SONOGRAPHY AND ECHOO | ARDIOGRAPHY | |
| Electro Cardiogram (ECG) | 108 | 144 |
| Indual Test | 96 | 126 |
| UCG (Phono-Cardiography, Telemetry C, Cardiac Ex Test, Stress Test) | 480 | 630 |
| Echo Cardiography | 540 | 720 |
| Cardio Version | 360 | 468 |
| Ultra Sonography | 264 | 360 |
| US Guided Biopsy | 360 | 480 |
| US Follicular Study | 132 | 180 |
| PSYCHIATRY TEST | | |
| ECT | 90 | 126 |
| CO ₂ | 54 | 72 |
| Psychology Testing | 90 | 126 |

| CT SCAN/MRI | | |
|---|-------------------------|-------------------------|
| Brain/Head/Whole Body | 900 | 1200 |
| Liver/Abdomen | 540 | 720 |
| Combined Throid Scan with lodine uptake/ Thyroid Uptake/ | 270 | 360 |
| Thyroid Scan | 156 | 204 |
| Any other part of the Body scan/ MRI specifically not covered above | 450 | 600 |
| Echoencephalography (ECHO)/ Electroncephalography (EEG)/ Electromyography (EMG) | 300 | 396 |
| RIA | | |
| T ₃ | 180 | 240 |
| T ₄ | 180 | 240 |
| TSH, LH, FSH, Prolatic (for each test) | 228 | 300 |
| Testosterone | 270 | 360 |
| Parathyroid | 270 | 360 |
| Estrogen (Total) | 270 | 360 |
| ACTH | 270 | 360 |
| HBsAg by RIA or EIA | 312 | 420 |
| FOR SURGICAL INVESTIGATION & | TREATMENT OF CAN | CER |
| Scoples and Blopsies | 540 | 720 |
| Chemotherapy | 432 | 720 |
| OXYGEN CHARGES | | |
| Oxygen charges shall be reimburs a maximum of Rs. 240 per day. | ed at the rate of Rs. 2 | 4/- per hour subject to |

| | | Special | OPER/ Special Operation | OPERATION CHARGES on Major Operation | ES eration | Minor Operation | beration |
|-----|--|---|--|--|--|---|---|
| | | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for workman himself | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for workman himself | 75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members of the family. | 100% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for workman himself |
| (a) | Operation Theatre Charges | 720/- | -/096 | 480/- | 720/- | 240/- | 300/- |
| (q) | Anaesthelisť's Charges | -/006 | 1200/- | -/009 | -/006 | 180/- | 240/- |
| (c) | Surgeon's Fees for Operation (including Fees for Assistants) | 6300/- | 8400/- | 4050/- | 5400/- | 1320/- | 1800/- |
| (d) | | 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 himseff. Schedule of charges for the same shall be as per the rates applicable to lowest paying bed of AIIMS, New Delhi Indicative list of Special, Major and Minor Operation is appended below : SPECIAL OPERATIONS Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations and Kidney Transplantation Operation. MAJOR OPERATIONS Kidney Stone, Prostrate, Thyroid, Caesarian Delivery, Gastroctomy, Hysterectomy, Fractures, Amputations, S.P. Nailing, Discoidectomy, Retina Detachment, Liver & Gall Bladder, Plastic Surgery (not for beautification) Cataract, Hermia subject to Bank's discretion (Time taken approximately 1 to 3 hours). D&C, Fissure, Circumscision, Small Hydrocele, Dilation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tubectomy, Piles, Fistula, Minor Operations of Eye, Nose and Ear. (Time taken approximately 60 minutes or less). | ve replacement, implant eff. Schedule of charges tion is appended below : nd Cancer Operations al very, Gastroctomy, Hyste arry, Castroctomy, Hyste very, Castroctomy, Abste illation, Vasectomy, Abste r less). | d transfusion, Heart valve replacement, implanted items during surgery, Angiography 00% for workman himself. Schedule of charges for the same shall be as per the rate: Major and Minor Operation is appended below : Surgery, Brain, Lung and Cancer Operations and Kidney Transplantation Operation. hyroid, Caesarian Delivery, Gastroctomy, Hysterectomy, Fractures, Amputations, S.I. in (not for beautification) Cataract, Hernia subject to Bank's discretion (Time taken at on, Small Hydrocele, Dilation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tub oximately 60 minutes or less). | Angiography and pace-r s per the rates applicable on Operation. putations, S.P. Nailing, I Firme taken approximatel ppendix, Tubectomy, Pil | Ind transfusion, Heart valve replacement, implanted items during surgery, Angiography and pace-maker may be reimbursed at the rate of 75% 00% for workman himself. Schedule of charges for the same shall be as per the rates applicable to lowest paying bed of AIIMS, New Delhi. Major and Minor Operation is appended below : Major and Minor Operation is appended below : Nurgery, Brain, Lung and Cancer Operations and Kidney Transplantation Operation. Find Caesarian Delivery, Gastroctomy, Hysterectomy, Fractures, Amputations, S.P. Nailing, Discoidectomy, Retina Detachment, Liver & sry (not for beaufification) Cataract, Hernia subject to Bank's discretion (Time taken approximately 1 to 3 hours). | t at the rate of 75% AlIMS, New Delhi. stachment, Liver & tions of Eye, Nose |

ANNEXURE - II

Annexure – III

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

- 1. As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.
- 2 In exceptional 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.
- 3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.
- 4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.
- 5. Hospitals and clinics indicated in paragraph 9 below have facility for 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.
- 7. Reserve Bank of India (RBI)will constitute Medical Boards at Mumbai, Calcutta and Chennai and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under the Scheme. The annual cost incurred on meeting of the Board by way of sitting fees etc., shall be shared on an annual basis by such of the banks which avail of the services of the Medical Boards of examining cases of their workmen needing treatment abroad, In a manner as may be decided by the 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 turning could pass it on to the concerned bank.



- 8. For the purpose 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 speacialised treatment :
 - a) Bypass Coronary Surgery :
 - (i) Southern Railways Headquarters Hospital, Perambur, Madras.
 - (ii) Christian Medical College and Hospital, Vellore.
 - (iii) K.E.M. Hospital, Mumbai
 - (iv) Jaslok Hospital, Mumbai
 - (v) Bombay Hospital, Mumbai
 - (vi) Kasturba Hospital, Bhopal
 - (vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
 - (b) Kidney Transplant :
 - (i) Christian Medical College and Hospital, Vellore.
 - (ii) All India Institute of Medical Sciences, New Delhi.
 - (iii) Post Graduate Institute, Chandigarh.
 - (iv) Jaslok Hospital, Mumbai.
 - (${\rm c}$) ${\rm \ Blood}$ Cancer :
 - (i) Tata Memorial Hospital, Mumbai
 - (ii) Cancer Institute, Adyar, Chennai
 - (d) Complicated Heart Surgery Cases :
 - (i) Souther Railway Headquarers Hospital, Perambur, Madras.
 - (ii) Christian Medical College and Hospital, Vellore.
 - (iii) K.E.M. Hospital, Mumbai
 - (iv) All India Institute of Medical Sciences, New Delhi.
 - (v) Bombay Hospital, Mumbai
 - (vi) GB 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, Always (Kerala)
 - (xi)Kasturba Hospital, Bhopal (BHEL)
 - (xii) N.M. Wadia Institute of Cardiology, Pune.