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

INDEX

Sr.	Item	Clauses	Pages
No.		0.0000	
1.	Memorandum		1-3
2.	Short Recital of the Case		4
3.	Terms of Settlement	1,2, 3	5-6
4.	Scales of Pay &	4,5	7
	Stagnation Increments		
5.	Definition of Pay	6	7
6.	Dearness Allowance	7	9
7.	CCA & HRA	8,9	10-11
8.	Transport Allowance	10	11
9.	Spl. Pay & Hill Fuel All.	11,12	12
10.	Fixed Peronal Pay	13	13
11.	O.T./PF/Pension	14,15,16	13
12.	Medical Aid & Hospitalisation	17,18	14
13.	Reimbursement of Expenses	19	14
	on Road Travel		
14.	Part Time Employees	20	14
15.	Washing All./Cycle Allowance	21,22	15
16.	Halting Allowance	23	15
17.	Split Duty Allowance	24	16
18.	P.Leave/Maternity Leave/	25,26,27	16
	Sick Leave		
19.	Compensation on Transfer	28	17
20.	Paradip Port Allowance	29	17
21.	Computerisation &	30	17
	Mechanisation		
22.	Business Hours	31	18
23.	Deployment of Staff	32	18
24.	Voluntary Cessation of	33	18
	Employment		
25.	Special Provision of S.B.I.	34	18
26.	Implementation	37	20
27.	Date of Effect and Operation	37	20
28.	Interpretation	38	21
	·		

SCHEDULE

Sr. No.	ltem	Clauses	Pages
I II IV V	List of Banks Special Pay (Allowances) Fixed Personal Pay — Schedule of Reimbursement of Hospitalisation Expenses Annexure -I Pathological Tests etc. Annexure-II Operation Charges Annexure-III Treatment Abroad		

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

their workmen

Representing the

Employers

(Member Banks)

- 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

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

National Confederation of Bank Employees

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

Indian National Bank Employees' Federation

- 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 member 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' Fedration (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 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 this settlement.
- (ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11th November, 1966, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December, 1966, 19th December, 1970, 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, 1st August, 1979, 31st october, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2 (i), (ii), (iii) and (iv) above refer to settlements entered into between State bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate 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	(20 YEARS)					
	1		1							
			,	Subord	inate	Staff				
2750	55	2860	75	3010	90	3190	110	3520	130	
	2		2		2		3		4	
4040	150	4490	170	5000	(20 YEARS)					
	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 stated hereunder:-

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

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

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

6. Definition of 'Pay'

- (i) Allowances 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:

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

7. Dearness Allowance

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

(i) Subordinate Staff

0.24% of 'Pay'

(ii) Clerical Staff

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

Note:

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

8. City Compensatory Allowance

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

A.	Cle	rical 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)	Sub	pordinate 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					
	Note .						

Note:

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

9. HOUSE RENT ALLOWANCE

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

	AREA	Rate as percentage of Pay No Min./No Max.
l \ ′	Places with population of more than 12 lakhs	8.5
	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) All other existing provisions relating to House Rent Allowance shall remain unchanged.
- (3) Revised HRA payable from 1.11.99 at Project Area Centres shall be as under :-

(i) Project Area : 8.5% of Pay

Centres - Group A (No Minimum/No Maximum)

(ii) Project Area : 7.5% of Pay

Centres-Group B (No 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 on 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 :

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

12. Hill and Fuel Allowance

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

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

(ii) At places situated at a height of : 5% of pay and over 1500 metres but (Max. Rs. 260/-) below 3000 metres

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

Note: All other existing provisions shall remain unchanged.

13. FIXED PERSONAL PAY

The nomenclature of Fixed Personal Allowance shall be henceforth termed as Fixed Personal Pay. In partial modification of Clause XIV of the Bipartite Settlement dated 29th October, 1993 and Clause 11 of the Bipartite Settlement dated 14th February, 1995, the Fixed Personal Pay shall be revised with effect from 1st November, 1999 as per Schedule III. There shall be no shifting in the 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 qualification Allowance shifted by a year and where such Graduation Pay/Professional Qualification Pay is due for release on a day subsequent to 1st November, 1999 then such Graduation Pay/Professional qualification pay shall be released to him on 1.11.1999 and subsequent release of Graduation Pay/ Professional Qualification Pay, at annual intervals of one year shall be with reference to 1.11.1999.

14. PAYMENT OF OVERTIME ALLOWANCE

The Overtime Allowance paid to the employees for the 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.

16. PENSION

In relation to an employee who retires or dies while in service on or after the 1st day of April, 1998 'Pay' for the purpose of Pension shall be the aggregate of the pay drawn by the member of 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:

- i) 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 substitution 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:

- i) 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:

	Higher	Lower	Non
	CCA	CCA	CCA
	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:-

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

27. SICK LEAVE

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

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

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

28. COMPENSATION ON TRANSFER

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

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

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

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

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

29. PARADIP PORT TOWN ALLOWANCE

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

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

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

32. DEPLOYMENT OF STAFF

It is generally perceived that there is scope for redeployment of staff in banking industry. There are pockets of surplus/ deficit in areas of operation in different centres in different banks. It is desirable that these imbalances in deployment of staff are corrected. As it will not be possible/practicable to arrive at a uniform policy in this regard, having regard to the situation varying from bank to bank, the parties hereby agree

that the matter be resolved at the level of each bank. Bank level agreements, if any, as of now may require appropriate amendments which shall be mutually settled.

33. VOLUNTARY CESSATION OF EMPLOYMENT

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

34. SPECIAL PROVISION FOR STATE BANK OF INDIA

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

35. IMPLEMENTATION

- (a) The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.
- 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
- 3. Provident Fund on entire Pay,
 Gratuity, House Rent Allowance,
 City Compensatory Allowance,
 Washing Allowance, Hill & Fuel
 Allowance, Transport Allowance,
 Annual Medical Aid, Hospitalisation
 Expenses, Fixed Personal Pay,
 Paradip Port Town Allowance and
 Fifth Stagnation Increment.
- 4. Halting Allowance and all other items agreed to but not covered by the above Clauses.

 Date of Settlement.
- 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 Fund deduction 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.
- 36. (a) This Settlement is entered into between the parties concerned taking due note of the proceedings in relation to this Settlement filed and pending as on date before the Hon'ble Calcutta High Court and the Hon'ble Mumbai High Court.
 - (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders, if any, which may be passed therein.

37. DATE OF EFFECT AND OPERATION

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

- (ii) The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- (iii) The AIBEA, NCBE, 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/(S/Shri)
A T Pannir Selvam
N Sampath
Harbhajan Singh
P N Tewari
Dalbir Singh
R D Trivedi

K C Chowdhary

K V Krishnamurthy

Tarakeswar Chakraborti
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 Bank Employees

Sd/- Sd/-

(S/Shri) (S/Shri)

L Balasubramanian R P Murugesan

For Indian National Bank

Employees' Federation

K K Bandlish Subhash Sawant

Y K Arora Jogen Sarkar

D Venugopal Reddy

T Selvaraj

Y Tharak Nath

Milind Nadkarni

N K Paliwal

Witness Witness

(S/Shri) Umesh Naik

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

c.c. to: 1) Assistant Labour Commissioner (Central)

2) Regional Labour Commissioner (Central)

3) Chief Labour Commissioner (Central), New Delhi

4) The Secretary of the Govt. of India,

Ministry of Labour, New Delhi

Schedule-I

LIST OF BANKS

- Allahabad Bank
- 2. Andhra Bank
- 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.]

SCHEDULE II

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	351
	in Pay office or Branch	
14.	Head Cashier - Category 'A'	
	- Units of 5 clerks and above	460
	- Units of 4 clerks and below	351
15.	Head Cashier - Category 'B'	
	 Units of 5 clerks and above 	522
	 Units of 4 clerks and below 	415
16.	Head Cashier - Category 'C'	585
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	
25.	Advanced Electronic Accounting	540
	Machine Operator	

PART II

Graduation Pay/Professional Qualification Pay

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

- 1. Those who are graduates and/or NDC -
 - Rs. 121/- p.m. after they complete 1 year
 - Rs. 242/- p.m. after they complete 2 year
- 2. Those who have passed JAIIB or Part I of CAIB/CAIIB -
 - Rs. 129/- p.m. after they complete 1 year
- 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
- 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

Total FPP payable Where Bank's accommodation is not provided	9		429	425	421	194	192	190
HRA Payable To where Bank's accommodation acci	2		32.30	28.50	24.70	14.45	12.75	11.05
Total FPP payable where bank's w accommodation is acc	4		396	396	396	179	179	179
Dearness Allowance as on 1.11.1997	3		15.96	15.96	15.96	8.56	8.56	8.56
Increment Component of FPP	2		380	380	380	170	170	170 see.
Area of Posting	1	CLERICAL STAFF	(i) Places with population of more than 12 lakhs	(ii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories	(iii) Places with population below 2 lakhs SUBORDINATE STAFF	(i) Places with population of more than 12 lakhs	(ii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territorities	(iii) Places with population below 2 lakhs Note : FPP payable is rounded off to next higher rupee.

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

- (i) 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 be restricted to the following charges :

			against each item whichever is lower, for members of the family	against each item whichever is lower, for workmen himself
3.1	(a)	Hospital Registration fee	Rs. 48/-	Rs. 72/-
	(b)	Surcharge/tax on hospital bills	Proportion to the extent of the bill passed by the bank	Proportion to the extent of the bill 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.	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 Rs. 108/- Rs. Consultation		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 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
In case of emergency leading to Hospitalisation 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.
- 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 taxi/ autorickshaw are admissible within the municipal limits/urban 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 domiclliary 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
 (b) Coronary Angiography
 (c) Angioplasty
 (d) Kidney Transplant
 Rs. 84,000/ Rs. 84,000/ Rs. 60,000/ Rs. 48,000/-

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.
- 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.

35

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

Working for Fathe	nogical etc. inves	atigations
	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

36

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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
Skin Clipping & smear for leprosy	60	90
Nasal smear for leprosy	54	72

^{*} for Indoor patients only

37

BIO-CHEMISTRY		
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
CO ₂ 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

38

^{**} for Rheumatic disease to be reimbursed for hospitalised patients

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Sputum for Culture (Culture for TB)	96	132
CSF for Diphtheria	90	120
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

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		Special	Special Operation	Major Operation	eration	Minor Operation	eration
I		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.	75% of the amount actually incurred or the amount as mentioned against each item whichever is lower, for members is lower, for members of the family.	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/-
40	(b) Anaesthelist'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%	ood transfusion, Heart val	ve replacement, implante	ed items during surgery,	Angiography and pace-n	naker may be reimbursec	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 AllMS, 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, Hernia subject to Bank's discretion (Time taken approximately 1 to 3 hours).

MINOR OPERATIONS

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).

<u>Scheme of Reimbursement of Expenses incurred by</u> 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 necesstiating 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.
- 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 turn, 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.
 - (c) Blood Cancer:
 - (i) Tata Memorial Hospital, Mumbai
 - (ii) Cancer Institute, Advar, 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.