Reference Book on Staff Matters

(Award staff)

(updated as on 31.03.2007)

CHANDIGARH LHO
MESSAGE FROM THE DESK OF THE CHIEF GENERAL MANAGER

The area of Human Resources Management has a critical importance in the banking industry. Hence the instructions issued in this area assume great importance in an organization like ours, having a large number of employees. It is vital that instructions issued in this area are properly codified from time to time and made available to the branches/offices to enable them to deal with HR related matters meticulously and efficiently. With this objective in mind HR department at Chandigarh LHO has taken an initiative and assigned the job of collation and compilation of the instructions pertaining to Award staff upto 31st March 2007 to State Bank Learning Centre, Karnal.

I am extremely happy to note that our State Bank Learning Centre, Karnal has come up with codification & updation of the instructions. This is our Circle’s first effort in bringing up these consolidations. In this regard, I commend the untiring efforts put in by S/Shri Avinash Taneja, Chief Manager (Training), Gita Parkash, Manager (Training), G.C. Manocha, Manager (Training), Sudhir Arora, Manager (Training), V.K. Arora, Manager (Training), N.K.Pabbi (Project Officer) and Sh. Charanjeet Singh, CM(IR) under the guidance of Shri D.K.Gupta AGM(HR) in presenting/compiling and updating of instructions.

I am sure that this book will be an invaluable aid to the operating staff in dealing with award staff matters.

CHANDIGARH

(HEMANT CONTRACTOR)

CHIEF GENERAL MANAGER
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CHAPTER 1

RECRUITMENT

1.1 RECRUITMENT IN CLERICAL CADRE

All recruitments in the clerical cadre are conducted by a separate department – Central Recruitment & Promotions Department.
(CDO/PM/1442/A/CIR/58 Dt.29.12.2001)

Post-I : Assistants Cash/Accounts/Typing.
Post-II : Stenographer

The Department may also notify additional posts such as Telephone Operators, Agricultural Assistants, Punch Operators etc. from time to time.

1.1.1 Eligibility

The eligibility norms will be advertised by the Department at the time of each recruitment. However, as a guideline, broadly, the following would constitute the eligibility norms in regard to the age and qualifications, etc.

1.1.2 Minimum educational qualifications

a) For Post-I

Degree in any discipline from a recognised University or any equivalent qualification recognised as such by the Central Government;
 or
Pass in IInd Division in Higher Secondary Examination (10+2) of 10+2+3 pattern/11th Standard Examination of 11+3 pattern/Intermediate/Pre-University or equivalent examination;
 or
First Division in Matriculation/SSC/SSLC/10th standard examination of 10+2+3 pattern or equivalent examination.

b) For (Stenographer), Punch Card Operator & Telephone Operator : Pass in Matriculation/SSC (old pattern)/SSLC/10th standard examination of 10+2+3 pattern or equivalent examination.

c) For Agricultural Assistants : Bachelor’s degree/ Diploma in Agriculture from a recognised university.

Note:
(i) The candidates should possess the educational qualification as on the date of application.

(ii) Where division is not awarded by the examining body, pass with a minimum of 60% and 50% of marks in the aggregate will be considered as equivalent to first and second division respectively.
1.1.3 Additional qualifications

a) For Typist, Typist-cum-Clerk, Cashier-cum-Clerk Typist, Minimum typing speed of 30 w.p.m. in English (25 w.p.m. in case of Hindi Typists).

b) For Stenographer

Minimum short-hand speed of 80 w.p.m. and typing speed of 30 w.p.m. (60 w.p.m. of shorthand speed and 25 w.p.m. in Hindi typing for the post of Hindi Stenographers).

c) For Punch Card Operators

i) Candidates should qualify in ICL/IBM aptitude test.

ii) Candidates should have minimum punching speed of 10,000 Productive Keys depression per hour; 8000 K.D.P.H, where suitable candidates are not available with an undertaking to achieve speed of 10,000 K.D.P.H before confirmation.

d) For Telephone Operators

Proficiency in the operation of PABX/PBX Telephone Board.

Note: Knowledge of local language is desirable for all the above posts.

1.1.4 Relaxation in educational qualifications for SC/ST, ex-servicemen and orthopaedically handicapped candidates:

For Post I & II

Pass in llnd division in Matriculation/SSC (old pattern)/SSLC/10th standard examination of 10+2+3 pattern or equivalent examination

or

any division in Higher Secondary Examination/10+2 of 10+2+3 pattern/12th standard examination of 12+3 pattern/Intermediate/Pre-University or equivalent.

Note: Ex-servicemen who have passed the Service (Departmental) Examinations, which are recognised as equivalent to Civil Examinations not below the level of matriculation, are also eligible to apply.

1.1.5 Age limit

(a) Between 18 years to 28 years on the eligibility date

(b) Relaxation in upper age limit for Relaxation

(i) SC/ST candidates by 5 years

(ii) Physically handicapped candidates by 10 years

(iii) Ex-servicemen (with a minimum period of 6 months continuous service after attestation in the by 3 years*
defence services and conforming
to other conditions stipulated by
the Government.
(* in addition to the actual period of service rendered in Defence Services.)

(iv) OBC category candidates  

(v) Widows, divorced women or  
their husbands who are not remarried 

Note:

i) In case of a candidate who is eligible for age relaxation under more than one of the 
above categories, the age relaxation will be available cumulatively.

ii) Details of reservation of vacancies for various categories of candidates have been 
given in paragraph 1.2.4 of this Chapter.

1.1.6 Selection procedure

Details regarding the method of applying, recruitment zones, examination centres, 
application fees to be remitted, format of the application and the pattern of the 
examination etc. will be given in the advertisement. After completion of the selection 
process, the Central Recruitment & Promotion Department will send the list of 
selected candidates to the Local Head Office. The Local Head Office will allot the 
candidates to the Modules for appointment at the branches under their control.

While the Central Recruitment & Promotion Department will check the eligibility of the 
candidates before sending the list of candidates to the Local Head Offices for 
appointment, it is essential that the authority conducting pre-appointment formalities 
should also check all the eligibility norms before offering appointment to the selected 
candidates. This may be done by a reference to the details given in the bio-data 
form and the certificates produced by the candidates before appointment.

1.1.7 Recruitment in specialist cadre positions

a) Air Conditioning Plant Operator (Clerical)

i) Educational Qualification

A pass in Matriculation or equivalent examination and a diploma course in air 
conditioning conducted by ITI is a precondition.

ii) Experience

3 to 4 years’ experience in operation and maintenance of package units and 
centralised A.C. Plants upto 10 TR and 40 TR respectively. Should also have a working 
knowledge of Window type Air Conditioners.

iii) Age

Should be below 28 years.

b) Control Room Operator (Clerical)
Educational Qualifications

Pass in SSC/SSLC or Indian Army Special Certificate or equivalent examination, preferably should have pass three months’ Regimental Signal Course.

Experience

Minimum 10 years in armed forces preferably from Signal Corps/Fire Service having carried out duties of Telephone Exchange Operator/Wireless Operator.

Age Between 18 and 35 years. Age relaxation as per other clerical cadre recruitments.

Pharmacist (Clerical)

Educational Qualifications & Experience

Pass in SSC or its equivalent examination and minimum Diploma in Pharmacy from recognised university or Board. Candidates with degree in Pharmacy will also be considered for appointment. He should be a Registered Pharmacist under Pharmacists Act. Minimum experience of one year as Pharmacist or Compounder. The candidate must be a registered pharmacist or a qualified compounder with a minimum of 7 years experience as a compounder in a recognised hospital/industrial organisation or under a general practitioner. Ability to give first-aid treatment independently for accidents is essential.

Age

Between 18 years and 28 years. Relaxation in upper age limit to SC/ST/Physically Handicapped/Ex-Servicemen will be as per Government guidelines from time to time.

Nurse (Clerical)

Educational Qualifications & Experience

SSC pass or its equivalent examination and the candidate must possess a recognised Diploma in Nursing. Candidate possessing B.Sc. (Nursing) (Degree) will be preferred. A minimum 3 years’ experience as Nurse in a recognised hospital or institution is essential.

Age

Not above 35 years (relaxation in upper age limit may be considered in respect of more experienced/qualified candidates).

Recruitment formalities

Details of the pre-appointment formalities are given in Chapter No. 2 of this Book. All the pre-appointment formalities must invariably be completed before issuing appointment letter to the selected candidates.
1.2 RECRUITMENT IN SUBORDINATE CADRE

1.2.1 Policy for recruitment in subordinate cadre

All appointments in the subordinate cadre will need prior approval of the Chief General Manager. The salient features of policy with regard to recruitment in subordinate cadre are as under:

(a) No fresh recruitment should be made at administrative offices unless such recruitment becomes unavoidable for creation of additional Region/Departments, etc. after exhausting redeployment possibilities.

(b) The strength of subordinate staff could otherwise be replenished at administrative offices to compensate for wastages like retirement and deaths only.

(c) At small branches not more than one and at medium size branches not more than two messengers should be appointed.

(d) Normally at branches, subject to provision of the minimum complement of subordinate staff required, the ratio of messenger staff to the strength of clerks and cashiers should be 1:8.

(e) At administrative offices, except the Top Executives, no other functionary including Head of a Department should be permitted to have an exclusive messenger for himself. The availability of messengerial staff should be shared as between the head of the Department and his department staff.

(f) The need for special appointments in the messengerial cadre, such as Duftaries, Cyclostyle Machine Operators, etc. should be carefully assessed and provided and, whenever such posts are created the concerned employees should be asked to perform messenger’s duties also whenever they are free from their allotted work.

(g) A careful watch must be maintained at any restrictive practices sought to be employed by the subordinate staff which go to reduce their output or emergence of fresh restrictive practices, and suitable steps taken to ensure that the existing complement of subordinate staff provided are optimally utilised. The messengers must be given exhaustive duties to ensure performance of a full day’s work.

1.2.2 Norms for sanction of messenger staff

The identification of messenger vacancies with effect from 1st April, 1997, will be made on the basis of new norms to be finalised and till finalisation of fresh norms, no recruitment in Messenger Cadre will be made. In this connection, Corporate Centre have advised that the new norms are proposed to be evolved for creation of the positions of messengers only and the vacancies of sweepers, cooks, gardeners and armed guards etc. which are need based can be filled up by obtaining names of candidates satisfying the eligibility criteria from the Employment Exchange/District Sainik Boards.


1.2.3 Eligibility for recruitment in subordinate cadre

i) Educational qualification :-
For recruitment in the subordinate cadre the minimum educational qualification will be a pass in the VIIIth standard with proficiency in the regional language. However, no candidate who has passed SSC or equivalent examination will be considered for appointment in the subordinate cadre.

However, for appointment to a vacancy reserved for ex-servicemen, an ex-serviceman fulfilling the criteria for ex-servicemen as per Government guidelines shall be exempted from the prescribed educational qualification. (For this purpose, the period of service which an ex-serviceman has put in the Armed Forces of the Union, any period during which he has served in a Civil Department of the Government of India, shall be included.) The minimum qualification for ex-servicemen in subordinate cadre will be a pass in Vth Std.

Note: There may be instances where in order to secure appointment in the subordinate cadre, a candidate may not state his educational qualification correctly (as it would have rendered him unfit for employment in that cadre) and may later on claim the advantage of higher qualifications at the time of promotion to clerical cadre. As this act of the employee reflects adversely on his honesty and integrity no weightage should be given to such higher qualifications at the time of promotion (including in cadre promotion) and as soon as such omissions/acts come to light, these should be promptly reported to the controlling authority, with full details, for initiating appropriate disciplinary action against the employee.

ii) Age:

Minimum 18 years
Maximum 26 years.

Note: The revision of upper age limit to 28 years is applicable for recruitment in the clerical cadre only.

The relaxation in upper age limit will be as indicated in para 1.1.5 (b) hereinafter. Please also refer paragraph 1.8.2 for ceiling on age relaxations to ex-serviceman.

iii) For appointment of watchmen / armed guards applications will be entertained only from ex-servicemen who have been honorably discharged from armed services.

1.2.4 Reservation of vacancies

The reservation to disabled persons / ex-servicemen is a horizontal reservation against the vertical reservation for SCs/STs and OBCs. The adjustment of these categories of persons appointed against posts reserved for them should be made in the post-based rosters for SCs/STs/OBCs in accordance with the usual procedure i.e. a disabled ex-servicemen person belonging to SC category will be adjusted against one of the vacancies of SC and so on.

1.2.5 Scrutiny of list

The list of candidates sponsored by the Employment Exchanges, should be carefully scrutinised to ensure that the candidates conform to the eligibility criteria. While scrutinising the lists, it should be checked as to whether the candidates are domiciled/registered with Employment Exchanges in the area covered by the concerned revenue district. All the eligible candidates would then be advised to appear for a personal interview.
1.2.6 Interview

The eligible candidates will be interviewed by a Selection Committee constituted by the Zonal Office for this purpose. The date and the time of interview will be fixed under advice to the members of the Selection Committee. Interviews for messengers and guards will be held separately. It should also be ensured that an officer belonging to Scheduled Caste/Tribe is nominated on the Selection Committee constituted to interview SC/ST candidates for recruitment in the subordinate cadre. The District Sainik Board should invariably be requested for nominating its representative on the interview panel for recruitment of watch and ward staff. The Selection Committee should record its observations in respect of each candidate in the interview sheet. However, before the interview, a complete bio-data and an application on the prescribed form should be obtained from the candidates. While interviewing candidates for appointment as watch and ward staff, it should be ensured that their discharge certificates are clear in all respects. Their age should also be checked from the discharge certificate.

1.2.7 The instructions for medical examination, verification of character and antecedents, and production of a satisfactory letter of release from past/present employer in the case of recruitment in clerical cadre are equally applicable for appointment in subordinate cadre. Therefore, all the pre-appointment formalities detailed in Chapter 2 of this Reference Book must invariably be completed before appointment of selected candidates.

1.3 RECRUITMENT IN SUBORDINATE CADRE THROUGH EMPLOYMENT EXCHANGES

1.3.1 Provision of Acts/Rule

i) The Employment Exchanges (Compulsory Notification of Vacancies) Act 1959, (and Rules 1960) which came into force from 1st May, 1960 is applicable to the Bank which, for the purpose of the Act, will be an establishment in the public sector falling under sub clause (3) of clause (f) of Section 2 of the Act. The main obligations imposed by the Act are:

a) to notify a vacancy to the prescribed Employment Exchange before filling it.

b) to submit quarterly and biennial returns in the prescribed forms to the local Employment Exchange.

ii) The relevant provisions in the Act and Rules and the implications thereof are given below:

a) Notification of vacancies:

The relevant sections of the Act and Rules read as under:

Section 4(1) of Act:

After the commencement of this Act in any State or area thereof the employer in every establishment in public sector in the State or area shall, before filling up any vacancy in any employment in that establishment, notify that vacancy to such employment exchange as may be prescribed.
Section 4(4) of Act:

nothing in sub-section (1) and (2) shall be deemed to impose any obligation upon any employer to recruit any person through the employment exchange to fill any vacancy merely because that vacancy has been notified under any of those sub-sections.

Rule 3 of Rules:

(1) The following vacancies, namely:

(a) Vacancies carrying total monthly emoluments of Rs.200 or more occurring in establishments in respect of which the Central Government is the appropriate Government under the Act, and

(b) Vacancies which an employer may desire to be circulated to the Employment Exchanges outside the State or Union Territory in which the establishment is situated, shall be notified to the Central Employment Exchange.

(2) Vacancies other than those specified in sub-rule (1) shall be notified to the local Employment Exchange concerned.

Rule 4: Prescribes the form and manner in which the vacancies should be notified.

Rule 5: Time limit for notification of vacancies:

(1) Vacancies, required to be notified to the local Employment Exchange, shall be notified at least one week before the date on which applicants will be interviewed or tested where interviews or tests are to be held, or the date on which vacancies are intended to be filled, if no interviews or test are to be held.

(2) Vacancies required to be notified to the Central Employment Exchange, shall be notified at least three weeks before the date on which applicants will be interviewed or tested where interviews or tests are to be held, or the date on which the vacancies are intended to be filled, if no interviews or tests are to be held.

iii) Procedure to be followed for Notification of Vacancies:

a) Vacancies for posts which carry monthly emoluments of Rs.200 or more in the category of ‘Award Staff’ should be notified direct to the Employment Exchange.

b) The Government of India have clarified that provisions of Section 3(1) of the Act exempting unskilled workers from the scope of the Act do not apply to establishments in the public sector. Accordingly, all vacancies including those in the subordinate cadre which are to be filled by direct recruitment must be notified to the appropriate local Employment Exchange having jurisdiction over the place where the vacancy is to be filled. Although the vacancies by the preceding sub-paragraph need not be notified under the Act to the local Employment Exchange it has been decided that, in the process of filling up such vacancies, the applications submitted by the local Employment Exchanges may also be entertained along with those received from the Central Employment Exchange.

c) The percentage of vacancies reserved for scheduled castes/scheduled tribes and ex-servicemen/disabled Defence Services Personnel, OBC category etc. should also be advised to the Employment Exchanges.
Vacancies shall be notified in the manner detailed above only under specific instructions from the Personnel & HRD sections of the Zonal Office except in the case of temporary appointments.

**1.3.2 Submission of returns:**

Rule 6 of the Rules reads as under:

"An employer shall furnish to the Local Employment Exchange quarterly returns along with additional information and biennial returns. Quarterly returns shall be furnished within thirty days of the due dates, namely 31st March, 30th June, 30th September, and 31st December. Biennial returns shall be furnished within thirty days of the due date as notified in the official Gazette."

Branches will accordingly submit quarterly returns in Form I accompanied by statements on Form S.V. to the local Employment Exchange in respect of non-supervising staff at the Branch and sub offices, if any. Returns on Form II could be submitted when called for by the Government.

**1.3.3 Right of access to records or documents:**

Section 6 of the Act reads as under:

"Such Officer of Government as may be prescribed in this behalf, or any person authorised by him in writing, shall have access to any relevant record or document in the possession of any employer required to furnish any information or returns under Section 5 and may enter at any reasonable time any premises where he believes such record or inspect records or documents or ask any question necessary for obtaining any documents to inspect or take copies of relevant information required under that section."

The Director of Employment Exchange in the State is the prescribed officer for the purpose of this Section.

The prescribed form of notification of vacancies to the Employment Exchanges and the periodical returns to be submitted are given as annexures.

**1.3.4 Recruitment in Subordinate staff vis-a-vis Employment Exchange**

i) The Bank's working arrangement with the Employment Exchanges in regard to recruitment in the subordinate cadre (which envisages a ceiling of 30% of the candidates under the direct quota) stands cancelled and henceforth ALL VACANCIES in the subordinate cadre, irrespective of the duration and nature of vacancy will have to be filled only through the medium of Employment Exchanges. No notification of vacancies should therefore, be placed on the office notice boards and no direct application should be entertained.

However, the protected employees (i.e. temporary employees with 240 days' service in a block of 12 calendar months) will have preference over the candidates sponsored by the Employment Exchanges in filling up the vacancies. They will be interviewed separately and those found suitable will be offered appointment, subject to occurrence of vacancies.

ii) The practice of requisitioning names of suitable candidates from approved Scheduled Caste/Scheduled Tribe Associations, Welfare Bodies, Director General of
Resettlement, Ex-Servicemen League, Regimental Centres and other sources of manpower has been discontinued.

iii) In case of reserved vacancies (candidates for which are in short supply) it would be open to the Employment Exchanges to approach the various organisations for sponsorship of candidates. It is only when suitable candidates are not available from the Employment Exchanges that recruitment other than through the Employment Exchange may be resorted to after obtaining a non-availability certificate from the appropriate Employment Exchange.

iv) Whenever vacancies are notified to the Employment Exchanges prior service in the Bank should be prescribed as one of the requirements for sponsoring candidates, adding that names of other candidates may be sponsored only when the experienced candidates are not available.

If the names of some temporary employees who were not earlier sponsored by the Employment Exchange but were nevertheless registered with them are available, the names of such employees should be advised to the Employment Exchange to facilitate their sponsorship to the Bank for appointment in the subordinate cadre.

In this connection, the Ministry of personnel, P.O. & Pensions have advised vide their Memorandum No. 14024/2/96-Estt(D) of 18th May, 1998 that all vacancies arising under Central Government offices/establishments (Including quasi-Government institutions and statutory organisations) irrespective of the nature and duration (other than those filled through UPSC), are not only to be notified to, but also to be filled through the Employment Exchanges alone and other permissible sources of recruitment can be tapped only if the Employment Exchange concerned issues a "Non availability Certificate". There can be no departure from this unless a different arrangement in this regard has been previously agreed to in consultation with the Department of Economic Affairs, Ministry of Finance and the Ministry of Labour (Directorate General, Employment & Training). Similar instructions are also in force requiring vacancies against posts carrying a basic salary of less than Rs. 500/- per month in Central Public Sector Undertakings to be filled only through Employment Exchanges.

2. The Scheme of Employment Exchange Procedure came under the judicial scrutiny of the Supreme Court in the matter of Excise Superintendent, Malkapatnam, Krishna District, Andhra Pradesh v/s. K.B.N. Visweshwara Rao & Ors (1996 (6) SCALE 676). The Supreme Court, inter alia, directed as follows :-

"It should be mandatory for the requisitioning authority/establishment to intimate the employment exchange and employment exchange should sponsor the names of the candidates to the requisitioning Departments for selection strictly according to seniority and reservation, as per requisition. In addition, the appropriate Department or undertaking or establishment, should call for the names by publication in the newspapers having wider circulation and also display on their office notice boards or announce on radio, television and employment news bulletins and then consider the cases of all the candidates who have applied."

3. Accordingly, it is clarified that in addition to notifying the vacancies for the relevant categories (excluding those filled through the Union Public Service Commission/the Staff Selection Commission) to the Employment Exchange, the requisitioning authority/establishment may keeping in view administrative/budgetary convenience, arrange for the publication of the recruitment notice for such categories in the "Employment News" published by the Publications Division of the Ministry of Information and Broadcasting, Government of India and then consider the cases of
all the candidates who have applied. In addition to the above, such recruitment notices should be displayed on the office notice boards also for wider publicity. These instructions should be strictly adhered to.

The Government of India have since clarified that where banks make direct recruitment in subordinate cadre from among local candidates from the area of operation of the branch, it may not be necessary for them to get the notice published in Employment News/Rojgar Samachar. Instead they may get the notice published in a local newspaper having wide circulation in the area of operation of the branches in which the vacancies are to be filled up. This is besides intimation to local Employment Exchange and display of notice board of each of the branches concerned.

1.3.5 Notification of vacancies for Guards/Watchman

The recruitment of armed guards/watchmen would, however, continue to be from out of the ex-servicemen candidates. The Zilla Sainik Boards/Rajya Sainik Boards/Directorate General of Resettlement/Ex-servicemen Cell of Directorate General of Employment and Training (New Delhi) would be the sources of manpower for vacancies in the subordinate cadre reserved for ex-servicemen. Accordingly, all vacancies reserved for ex-servicemen should be notified to these agencies and shall be filled only from the candidates sponsored by them. The names of the selected candidates should also be communicated to them for information.

As recruitment of bank guards is confined only to the ex-servicemen, advertising the vacancies in local newspaper is not considered necessary. It will suffice if names are called from Zila Sainik Board and Employment Exchange. (CDO/P&HRD-PM/88/2005-06 dated 28/03/2006)

1.3.6 Notification of results to sponsoring agencies

As soon as the results of the recruitment tests are finalised, the Employment Exchanges concerned should be promptly advised the names of the successful candidates from out of the list of candidates sponsored by them.

1.4 RECRUITMENT OF SPORTSMEN EMPLOYEES

1.4.1 List of Recognised Games

Sportsmen proficient in the following five games only are considered for recruitment in the Bank. It is, however, not necessary that Bank’s team for these games must be built in each Circle.

i) Basketball
ii) Cricket
iii) Football
iv) Hockey
v) Volley ball

and any other game as decided by the SCB from time to time.

(COMPENDIUM OF INSTRUCTIONS ISSUED BY SPORTS CONTROL BOARD)
1.4.2 Eligibility

Educational Qualifications:

i) Officers: Minimum graduation in any discipline. Exceptional cases where there is no Graduation: to be taken up with Government.

ii) Clerical Cadre: SSC/SSLC Matriculation or equivalent.

iii) Subordinate Cadre: Vth Standard pass with ability to read and write

Age:

Sub-staff / Clerical Staff / Officers: Between 18 & 26 years Same as applicable to general candidates as per the age limits prescribed for various categories. No relaxation in this regard will be made.

1.4.3 Sports Qualification:

a) For appointment as Officer should have represented the country and won an Arjuna Award or represented the State with distinction for at least 5 years in continuation.

b) For recruitment in clerical cadre, the candidates must have represented the State in National event, or District in State level event or the University in an Inter-University event with distinction or if he was a member of the Combined Universities team with distinction.

c) For recruitment in Subordinate cadre, the candidates should have represented the district in a State level event or should have participated in an All India School event with distinction.

1.4.4 Suitability and selection

There is no examination, provided that Sportspersons fulfil the eligibility criteria in respect of educational standards, age etc., and their applications are approved by the President, CWC after scrutiny by the Circle Welfare Committee.

Provided that the sportsperson being considered for appointment has applied for the vacancy sanctioned by the Corporate Centre keeping in view the ceiling fixed by the Government of India for such appointments in a year.

AUTHORITIES:

i) The Chief General Manager of the Circle will be the Competent Authority to appoint sportspersons in either subordinate or clerical cadre and

ii) The Dy. Managing Director and Corporate Development Officer will be the Competent Authority for such appointments in the Officers’ cadre.

However, such appointments in Officers cadre are finally approved by the Executive Committee of the Central Board of the Bank.
1.4.5 Interview

The candidates administratively cleared by the above Authorities will be interviewed by the Chief General Manager, one General Manager of the concerned Circle and two eminent sportspersons nominated by the SCB, Corporate Centre. The candidates so selected may be offered appointment in the Bank subject to their completing the other formalities such as satisfactory reports from the references, medical examination and verification of antecedents, etc. All recommendations of the Circle Welfare Committees for the purpose of recruitment should be submitted to President, CWC, as per proforma in Appendix-I

GENERAL:

The recruitment of sportspersons should be absolutely need-based. A sub-committee comprising of GM (HRD & Change Management), at the Corporate Centre and two eminent sportspersons will assess the need at the end of the financial year, number of sportspersons to be recruited for each of the recognised games next year and the modalities of such recruitment.

Applications from those candidates who are already working in some other organization/bank, will not be considered unless the applications are routed through the respective Employer/Bank.

Appointment of sportspersons is normally done at the Head Quarters at LHO to enable them to have practice sessions etc. and the requests for transfer elsewhere shall not be entertained as long as they are active players. However, sportspersons from a particular discipline may be posted at other centres if practice / training facilities are available at such centres and the number of players at the centre justifies the measure.

While recruitment of sportspersons shall be generally restricted to the 5(five) designated disciplines, exceptions to be made for outstanding sportspersons in other disciplines on merit.

1.4.6 Obligations of the sportsperson employees appointed in the Bank on sports consideration

i) The Sportspersons recruited on sports consideration are obliged to play for the Bank's team whenever and wherever necessary. If a sportsman employee is required to participate in State/National/International events, he will seek prior permission of the Bank which will not be normally refused, but the Bank reserves the right to withhold such permission.

ii) Refusal to play for Bank's team or failure to obtain prior permission of the Bank to play elsewhere would tantamount to misconduct and shall attract disciplinary proceedings provided for in the relative service rules.

iii) All sportsmen recruited under these rules will be required to give a written undertaking to the Bank to the above effect at the time of their appointment in the Bank.
1.5 CONCESSIONS TO SCHEDULED CASTE / SCHEDULED TRIBE/OBC CANDIDATES

1.5.1 Candidates from the Scheduled Castes and Tribes applying for recruitment in the Bank are entitled to preferential treatment in the matter of age, educational qualifications, performance in the written test and examination fee etc. Apart from this a certain number of the vacancies in each of the cadres are also reserved for these candidates as per the guidelines on Reservation Policy issued by the Government of India from time to time.

1.5.2 Community certificate

For format of the Certificate of Caste Certificates, their verification etc., please refer to Chapter 2, of this Reference book.

1.5.3 Notification of vacancies:

While notifying vacancies to the Employment Exchanges, the exact number of vacancies reserved for the Scheduled Caste/Scheduled Tribe candidates in each recruitment zone should also be indicated. Arrangements will also be made for the notification of the reserved vacancies at the appropriate time to the Pre-examination Training Centre and/or the Coaching-cum-Guidance Centre for Scheduled Caste/Scheduled Tribe so that their students can approach the Employment Exchanges to have their names sponsored.

1.6 CONCESSIONS TO PHYSICALLY HANDICAPPED CANDIDATES

1.6.1 Details of handicaps

At the instance of the Govt. of India, certain concessions are accorded in the matter of recruitment of physically handicapped candidates in the Bank. In terms of these instructions only candidates suffering from minor orthopaedic handicaps will be considered for appointment in the Bank. Candidates with any one of the following physical handicaps may be considered fit for appointment in the clerical and cash department cadres:

i) Loss of sight in one eye, provided the other eye is normal without glasses or is corrected to normal with glasses.

ii) Loss of an arm, provided the candidate can write and work with the other hand.

iii) Loss of leg(s) provided the candidate can move with artificial leg(s) and/or crutches.

Deafness and deaf-muteness are serious handicaps for working in the Bank, and as such the concessions may not be extended to such candidates.

For appointment in the subordinate cadre, the relaxation in the standard of physical fitness referred to in (ii) and (iii) above will not be available (i.e.) loss of arm(s) or leg(s) will render a candidate unfit for appointment in the subordinate cadre.

Note: For further details, please refer to the instructions contained in Chapter 2 of this Reference Book with regard to Medical Fitness of New Recruits/Promotees.
1.6.2 In the case of clerical cadre recruitment the details would be notified by the Recruitment Board. Regarding subordinate cadre, the vacancies should be notified to the Special Employment Offices for the physically handicapped, operating in the area. If no such office exists in a particular area, the concessions available to them, which are given below, may be mentioned in the requisition sent to the Employment Exchanges.

1.6.3 The concessions extended to physically handicapped candidates are as under:

i) **Age**

Upper age limit will be relaxed by 10 years. For SC/ST candidates, there will be a further relaxation of five years and three years for OBC category candidates.

ii) **Reservation:**

As detailed in para 1.2.4.

iii) **Medical fitness:**

The physically handicapped candidates selected for appointment in the Bank should be medically examined by the Medical Board attached to the Special Employment Exchange for the handicapped instead of by the Bank's Medical Officer/Authorised Doctor. Vocational rehabilitation centres are functioning at Ludhiana, Delhi, Kanpur, Kolkata, Jabalpur, Ahmedabad, Chennai, Mumbai, Hyderabad, Bangalore and Trivandrum. They evaluate the residual capacities of physically handicapped persons and recommend occupations most suited to their qualifications, ability etc. The handicapped candidates who approach the Rehabilitation Centres are medically examined by the Special Medical Board and they are not required to be subjected to medical examination again at the time of employment. The evaluation done by the Vocational Rehabilitation Centre about the suitability of candidates for a particular occupation may be taken as final. However, in cases where the medical examination reports are unreasonably old, the candidates concerned should be asked to get themselves medically examined afresh by the Medical Board of the Special Employment Exchange for the physically handicapped.

1.7 **RECRUITMENT OF BLIND / DEAF CANDIDATES:**

The Recruitment Board will recruit only orthopaedically handicapped candidates in the clerical cadre. The other two categories viz. blind and deaf and dumb will be recruited directly by the Bank. The blind candidates may be appointed as Telephone Operators.

1.7.1 **Deaf and dumb candidates - CDO/PM/15/SPL/458 dated 16.07.2003**

i) The definition of deaf for this purpose would be as given by the Government of India i.e. “The deaf are those in whom the sense of hearing is non-functional for ordinary purpose of life. They do not hear/understand sounds at all, even with amplified speech. The cases included in the category will be those having hearing loss more than 20 decibels in the better ear (profound impairment) or total loss of hearing in both ears.”

ii) The deaf and dumb candidates may be extended the following relaxations/concessions in recruitment.
a) Such candidates need not appear for the usual objective /descriptive type tests administered in clerical recruitment. However, they have to qualify in the aptitude test and skill tests for the position applied for.

b) These candidates are exempted from payment of application fees.

c) Upper age limit is relaxable by ten years, as in the case of physically handicapped candidates. The vacancies of Punch Card Operators as per CDO/PM/15/SPL/458 dated 16.07.2003 would be advertised in the newspapers as usual, by the Regional Recruitment Boards, indicating that deaf and dumb are also eligible to apply.

iii) Normally, the proportion of deaf and dumb candidates so recruited should not exceed 5% to 10% of the cadre strength of Punch Card Operators.

iv) The deaf and dumb would be recruited in Bank’s service, subject to the following stipulations:

a) Such employees would not be eligible for conversion to the clerical/cash wing, as their impaired faculties would interfere with efficient discharge of duties thereat.

b) They would also not be considered for promotions to higher cadres in the Bank.

1.7.2 Blind candidates

1. The definition of blind for the purpose of considering them for recruitment as Telephone Operators would be as given by Government of India i.e. The blind are those who suffer from either of the following conditions :-

a) Total absence of sight;

b) Visual acuity not exceeding 6/60 or 20/200 (snellen) in the better eye with correcting lenses;

c) Limitation of field of vision subtending an angle of 20 degree or worse.

Note: The appointment of blind candidates will be made at offices where the type and quantum of telephone operations are such that they can be easily handled by the blind candidate without causing any inconvenience to normal administrative work.

ADM:14976 DTD.3.4.1981

1.7.3 Notification for appointment

It would not be necessary to advertise for the post in the newspapers for applications from the blind candidates. The applications for the blind candidates for the post of telephone operators may be obtained from Vocational Rehabilitation Centre, the Special Employment Exchange for the handicapped persons and the organisations looking after the welfare of the blind. For the conduct of skill test the services of Recruitment Board may be utilised.

1.7.4 Relaxations / concessions

The blind candidates would be extended the following relaxations/concessions in recruitment:

a) Such candidates need not appear for the usual objective/descriptive type tests administered for clerical recruitment. However, they have to attain the minimum skill standards required for efficient functioning as telephone operators.

b) These candidates will be charged application fees @ 1/4 of the fees charged from general category candidates.

c) The upper age limit is relaxable by ten years for the blind as in the case of deaf and dumb and physically handicapped candidates.

d) 1% of the vacancies are reserved for the blind/partially blind candidates.

e) The blind candidates would be recruited in Bank's service subject to the following stipulations:

i) Such employees would not be eligible for conversion to the clerical/cash wing, as their visual handicap would interfere with the efficient discharge of duties thereat.

ii) They would also not be considered for promotions to higher cadres in the Bank except for some identified posts.

1.8 **APPOINTMENT OF EX-SERVICEMEN**

1.8.1 Concessions in the matter of appointment of Ex-servicemen, disabled Defence Service Personnel and dependants of Defence Services Personnel killed in action.

At the instance of the Government of India, certain concessions are offered to ex-servicemen, disabled defence services personnel and dependants of defence services personnel killed in action.

"An ex-serviceman" means a person who has served in any rank (whether combatant or non-combatant) in the Armed Forces of the Union i.e. Navy, Army or Air Force, including the Armed Forces of the former Indian States, but excluding Assam Rifles, Defence Security Corps, General Reserve Engineering Force, Jammu and Kashmir Militia, Lok Sahayak Seva and Territorial Army, for a continuous period of not less than 6 months after attestation and

a) who has retired from such service after earning his pension:
   or

b) has been released, otherwise than by way of dismissal or discharge on account of misconduct or inefficiency, or has been transferred to the reserve pending such release,
   or

c) has to serve for not more than 6 months for completing the period of service requisite for becoming entitled to be released or transferred to the reserve as aforesaid. (This fact should be ascertained from the Army Discharge Certificate of the candidate).

Border Security Force personnel are not to be treated as ex-servicemen.

A Disabled Ex-serviceman means an ex-serviceman who, while serving in the Armed Forces of the Union was disabled in operations against the enemy or disturbed areas.

Note: For the purpose of securing the benefit of reservation, the ex-servicemen should have already acquired, at the relevant time of submitting his application to the Bank, the status of ex-serviceman as defined above and/or should be in a position to establish
his acquired entitlement by documentary evidence from the competent authority that he would be released/discharged from the Armed Forces within the stipulated period of 6 months on completion of his assignment. (The date of examination is not relevant for this purpose).

The concessions listed out below will be admissible only to those ex-servicemen who have been honourably discharged from the Armed Forces. A summary of the concessions now available are given below.

PA:CIR:175 DTD.9.11.1987

1.8.2 Age

Ex-servicemen are eligible for a concession in age to the extent of the services rendered by them in the defence services plus 3 years. The concession would be permitted upto the following limits.

<table>
<thead>
<tr>
<th>Cadre</th>
<th>Upper age limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Security Guard/Armed Guard</td>
<td>45 years</td>
</tr>
<tr>
<td>b) Clerical Cadre</td>
<td>50 years</td>
</tr>
<tr>
<td>c) Sub. Staff other than Security /Armed Guard</td>
<td>50 years</td>
</tr>
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</table>

In the case of disabled defence services personnel, the upper age limit will be 45 years (in respect of members of SC/ST the upper age limit will be 50 years). In the case of dependants of Defence Service Personnel killed in action, the maximum age limit will be 40 years. As regards recruitment to the cadre of probationary officers, age limit will be relaxed in the case of disabled defence service personnel only upto 3 years (8 years in the case of SC/ST candidates of this category).

1.8.3 Educational qualifications

While there will be no relaxation in the minimum educational qualification in respect of ex-servicemen and disabled Defence Services Personnel in the matter of appointment of Officers/Clerks/Cashiers, in respect of dependants of Defence Services Personnel killed in action, the minimum educational qualification for appointment as Clerk/Cashier will be relaxed to II Division Matriculation, i.e. 45% marks in the aggregate in SSC or equivalent examination in single sitting, or II Division in Pre-University Course, or III Division in Intermediate. In the case of subordinate posts, the minimum educational qualifications will be relaxed for ex-servicemen and disabled defence services personnel provided the candidate has put in at least 3 years' service (including broken periods of service in different spells) before his release from the army or before being rendered invalid.

1.8.4 Medical examination

While the ex-servicemen and dependants of Defence Services Personnel killed in action will be subjected to the normal medical examination, in the case of disabled Defence Services Personnel, there will be no medical examination and the fitness certificate issued by the Demobilisation Medical Board of the Defence Services will be acceptable to the Bank. However, candidates from among disabled defence services personnel for the officers' cadre shall be required to pass the usual medical test prescribed by the Bank for its officers.
1.8.5 Reservation of vacancies

a) Reservation of vacancies for ex-servicemen including disabled ex-servicemen and dependants of ex-servicemen will be as under :-

For clerical Cadre 14.5%
For Subordinate Cadre 24.5%

b) The percentages of reservation so specified shall be increased or decreased in any one recruitment year to the extent to which the total number of vacancies reserved for ex-servicemen, Scheduled Caste and Scheduled Tribe (including the carried forward reservations for Scheduled Caste and Scheduled Tribe) and for any other categories taken together falls short or is in excess, as the case may be, of 50% of the vacancies in that category of posts to be filled in that year.

c) In case of an increase in the reservation for the ex-servicemen, the additional vacancies will be utilised first for the appointment of disabled ex-servicemen. If sufficient number of disabled ex-servicemen are not available and the additional vacancies remain unfilled, the same will be available to other ex-servicemen.

d) If an ex-serviceman belonging to a scheduled caste/scheduled/OBC category/tribe is selected, his selection shall be counted against the reservation for Scheduled Caste/Scheduled Tribe/OBC category and not for ex-servicemen.

e) Wherever owing to non-availability of suitable candidates belonging to the category of ex-servicemen, it becomes necessary to dereserve a vacancy in the clerical/subordinate cadre reserved for persons of this category, a reference should be made to the Directorate General of Resettlement, Ministry of Defence, who maintain a list of ex-servicemen and who may be in a position to nominate suitable candidates for the reserved vacancies. It is only when the Directorate General of Resettlement are unable to nominate suitable persons that the vacancies may be treated as unreserved and may be filled in by other candidates.

v) Other things being equal, the following categories of applicants will be given priority in the following order :

a) Disabled Defence Service Personnel
b) upto 2 members of each family of Defence Services Personnel killed in action.
c) Other ex-servicemen

1.8.6 Reservists

A person who has rendered a minimum service of three years (in the defence services) with the colours may be seconded to a reserve. Reserve liability is essential to entitle such persons to Army Pensions, the minimum qualifying service for the grant of the same being 15 years taking their colour and reserve service together. Accordingly, ex-servicemen seconded to Reserve, if appointed in the Bank, should not be called upon to seek premature discharge from reserve service. (Ministry of Home Affairs Memorandum No.13/13/70-ESTS(C) dated 24th July, 1970).

1.8.7 APPOINTMENT FOR THE POST OF WATCHMAN/ARMED GUARD

The following points should be kept in view while recruiting personnel to the important and strategic post of watchman/armed guard:-
i) Army Service:

Only those ex servicemen who have completed their normal colour service should be recruited rather than those who have been discharged from service. The ex-servicemen should preferably be from the fighting arms and well versed in handling fire arms, sentry and security duties.

ii) The following eligibility criteria have been stipulated for recruitment of guards.

a) Age: 45 years

b) Educational Qualification: pass in 8th standard (class) or its equivalent but the candidates should have not passed 10+2 exams or its equivalent* 

*CC cir. CDO/P&HRD-IR/55/2004-05 dated 10/02/05)

c) Character: Minimum requirement will be Good'.

d) Medical Standards: "Shape-one or Aye-one"

e) Physical Standards: Total relaxation subject to the condition that no physically handicapped ex-serviceman is eligible for appointment. The fitness of the candidates will be judged on the basis of a physical fitness test

g) Experience / Rank: Havaldar or below in the Armed Forces Army or equivalent rank in the Navy or Air Force.

iii) It should be ensured that the watchmen/guards

• do not drink liquor in the Bank premises.

• do not leave the premises unguarded.

• do not absent themselves from duty without prior notice there by causing difficulties in making relief arrangements at the relevant hour.

1.8.8 GENERAL

Govt. of India has advised that where the Interval between the date of discharge from Army/Navy/Air force and the date of redeployment in the Civil post is more than an year, verification of the character and antecedents of an ex-serviceman in respect of the period after the date of discharge shall also be got done from the District Authorities of the places where the ex-serviceman had resided for more than an year after the date of his discharge from Army/Navy/Air force.

The Govt has clarified that it is not proper to discriminate amongst ex-servicemen belonging to the Army, Navy and Air force as they all receive periodic training in handling of weapons.
1.9 **APPOINTMENT OF ELECTRICIAN**

(i) Educational Qualifications

Should be a non-matriculate with a minimum of 8th class pass and hold a second class Wireman's Certificate from State Public Works Department.

or

An Electrician’s Certificate from ITI (where a pass in Matriculation is not a precondition for the Certificate).

(ii) Age

18 to 35 years.

(iii) Experience

Minimum experience of 5 years as Wireman/Lineman. Experience in Maintenance/Operation of HT/LT Sub-station and thorough knowledge in control wirings and protective systems, maintenance of DC and AC Motors upto 100 HP and their control systems, maintenance of pumpsets upto 100 HP.

(iv) Special Allowance

Eligible for payment of special allowance.

1.10 **APPOINTMENT OF FIREMAN-CUM-WATCHMAN AND PLUMBERS**

(a) Fireman-cum-Watchman

(i) Educational Qualifications

Should be a non-matriculate with a minimum of 8th class pass.

(ii) Age

Not more than 29 years.

(iii) Experience

Candidate should be an Ex-Fire Brigade/Home Guard/Civil Defence/Ex-servicemen. Personnel with five years' experience in fire fighting.

Note:

Age relaxation will be available to ex-servicemen and scheduled castes, scheduled tribes and OBC category candidates as per rules in force.

(b) Plumbers

(i) Qualification : Passed minimum 8th standard.

(ii) Age

Between 18 and 26 years. Relaxable by 5 years in case of SC, ST and by 3 years for OBC category candidates.

(iii) Experience

Minimum 2/3 years in the respective trades

(iv) Salary, Service Conditions etc.

As per Subordinate cadre.

PER:IR:CIR:115 DTD. 17.9.1984
CHAPTER 2

GUIDELINES FOR PRE-APPOINTMENT FORMALITIES

2.1 INTIMATION TO SELECTED CANDIDATES

The candidates selected for appointment in the Bank are advised by the Zonal Office/Module concerned to report for medical examination and for completion of necessary pre-appointment formalities. The candidates are also advised the approximate charges for medical examination. A specimen of the letter to be addressed to the candidates is given at Annexure 2.1

2.1.1 Requests for extension in time for joining:

Such requests for extension in time for joining should be dealt with as under:

a) Any request from a candidate for extension in time to join duty at the Branch or for a change in the place of posting is referred to the controlling authority for consideration. If, however, the candidate does not report for duty even after the given extension period, the controlling authority should be advised to cancel his appointment.

b) Request for extension of time for reporting for duty by SC/ST/OBC candidates.

i) All requests from the SC/ST/OBC candidates seeking extension of time to join duty will be considered sympathetically and no such request will be rejected by an officer at a level lower than that of the General Manager.

ii) In case a candidate who has been offered appointment in the Bank does not report for duty within the stipulated time, it should not be straightaway presumed that he is not interested in joining the Bank. To ensure that the offer of appointment has actually been received by him, if a candidate belonging to SC/ST/OBC does not report for duty within the stipulated time in response to the letter of appointment sent to him by the Bank, the post will be offered to the next candidate only after a second letter has been sent to such a candidate by registered post acknowledgement due giving him at least 15 days’ notice to join duty.

2.2 Medical Fitness for New Recruits/Promotees

i) Candidates selected for employment in any cadre of the Bank are required to undergo a medical examination at the time of entering the Bank's service. Employees are also required to undergo a medical examination when they are promoted from subordinate to clerical cadre or from clerical to officers’ cadre.

ii) The medical examination should be carried out by the Bank’s Medical Officers/Authorised Doctors. In case the Bank's Medical Officer/Bank's Authorised Doctor is not fully equipped to carry out the examination properly, arrangements should be made for medical examination of employees at the government hospitals. The candidates should be issued a letter of introduction as per Annexure-2.2 to be produced to the Medical Officer at the time of medical examination. A copy of the guidelines for medical examination should be forwarded to the Medical Examiner/Authorised Doctor/Civil Surgeon as and when candidates/employees are referred to them for medical examination.
iii) The fees for medical examination at the time of appointment in the Bank should be borne by the candidates. However, the fees incurred by the employees at the time of promotion may be paid by debit to Charges Account.

### 2.2.1 Personal statement of the candidate

A personal statement is required to be filled in by the candidate in his own handwriting (Annexure 2.3) which should be scrutinised by the medical examiner carefully to see that all the particulars are given and all the questions are answered properly. The signature of candidate should be obtained by the Medical Examiner in his presence which should be tallied with the signature appearing in the letter of introduction attested by the Referring Authority.

(a) The Medical Examiner should give due attention to the family history and personal history of the candidate

(b) The medical report must be written legibly. Answers and statements in the report should be clear and unambiguous. The report should be submitted in the format as per Annexure-2.4.

(c) Wherever considered necessary, Medical Examiners should take the opinion of specialists before finalising the report. They should always consider whether the candidate is fit for continuous service in the Bank for a long period. Cases such as kidney ailments, congenital heart diseases, rheumatic heart, malignant hypertension, diabetes, juvenile/or otherwise and HIV positive cases should not be missed.

In the cases where, despite a specialist's opinion, the Medical Examiner is unable to come to a final conclusion regarding the fitness or otherwise of the candidate, he may obtain the opinion of a second specialist. Even then if the Medical Examiner finds any difficulty in coming to a conclusion about fitness or otherwise of a candidate, he may refer such cases to the Bank's Senior Medical Officer at Local Head Office through the Asstt. General Manager (PER&HRD). If necessary, the Circle authorities may refer these cases to Corporate Centre for guidance in the matter.

It may be clarified that in the final evaluation of the candidate’s health, Specialist's opinion is a very important aspect in declaring the candidate fit/unfit for service. While declaring a candidate unfit for service, the Medical Examiner should clearly state the reasons for arriving at this conclusion. In cases where the Medical Examiner considers that a minor disability disqualifying a candidate for Bank's service can be cured by treatment (surgical/medical) within a reasonable period of time, say, 3 to 6 months, a statement to that effect should be recorded in the report.

The appointing authority should scrutinise the medical reports carefully before issuing the appointment letters to the candidates. The candidates declared unfit by the Doctor should not be appointed in the Bank.

### 2.2.2 Aim of medical examination

The Medical Examiner is expected to ensure that a candidate in his existing state of health will be able to render uninterrupted service to the Bank. Hence Medical Examiner must give a thorough medical check-up. To be passed as fit for appointment, a candidate must be in good mental and bodily health and free from any physical defect likely to interfere with the efficient performance of his duties in the Bank.
The following are the minimum required tests.

1. Blood C.B.C.
2. E.S.R.
3. Blood Sugar - Fasting
   - P.P.
4. Serum Cholesterol
5. Blood urea/NPN
6. Serum Creatinine
7. HIV test
8. Urine and Stool
9. X-ray of Chest P.A. view

2.2.3 **Role of the Medical Examiner**

The Medical Examination Report is most important and the fundamental document in assessing the health of the candidate/promotee. Medical Examiners should, therefore, furnish a precise and objective picture of the health of the candidate/promotee. It is expected that, through these reports, the appointing authority shall get a complete description of the candidate's state of health as well as of any impairments discovered at the time of examination.

2.2.4 **Standard of fitness for new recruits/promotees**

a) **MEASUREMENT OF HEIGHT, WEIGHT, CHEST, ETC.**

In the matter of correlation of age, height and weight of candidates, Medical Examiners may refer to relevant standards. The height-weight evaluation should, however, not be done in isolation but will have to be done with reference to the general state of health of the candidates and as such lower/higher weight or height or obesity as compared to those prescribed in the chart, need not be the sole reasons for disqualifying a candidate. If there be any disproportion with regard to height, weight and chest girth, necessary investigation and X-ray of the chest may be taken.

b) **SYSTEMATIC EXAMINATION**

i) Examination of all systems is very essential so as to rule out organic ailments which make a candidate unfit for service e.g. extensive pulmonary tuberculosis, kidney failure, malignant hypertension, severe diabetes, lung abscess, etc. Blood CBC investigations for all candidates should be carried out and the reports carefully examined. Also X-ray of the chest, P.A. view or M/M X-ray in all cases should be insisted upon.

However, old healed Koch's cases of early and mild nature which had involved a small part of one of the lobes of the lung may be selected for fitness provided a check-up by TB specialists of Bank's choice gives a clear report confirming no active Koch's lesion or recent attack thereof and provided the lesion were not bilateral and/or extensive. Extensive investigation of such cases inclusive of Tomograph is essential.

ii) Complete check-up of Genito Urinary System with stress on testicles (Males), hydrocele or hernia, etc. should be detected if any. If hydrocele or hernia of minor or major degree is present the candidate should be advised to undergo an operation and then should be referred for fresh examination.
A routine urine test should be carried out. In urine, the presence of Glycosuria would necessitate Glucose Tolerance Curve. If considerable albuminuria is present, the candidate should be rejected after a thorough investigation.

Of late, there have been many cases of kidney failures resulting in a transplant. Hence Genito-Urinary Tract examination and investigations should be carried out by Medical Examiner. In evaluation of such cases, Congenital Kidney Tumours, Nephritis Pyeleles, Pyelo Nephritis, Malignant Hypertension and such cases which damage the kidney in due course, would be disqualification for service. However, before declaring a candidate as unfit on these accounts an Urologist's report clearly mentioning the reasons for disqualification is essential.

c) CENTRAL AND PERIPHERAL NERVOUS SYSTEM

Organic complaints should be investigated. Any abnormality of functional type should be carefully examined to ensure that it should not hinder uninterrupted service to the Bank. History of Epilepsy, Insanity or Psychiatric problems, Myopathies, Peripheral Neuropathies should be a disqualification.

d) SKIN CONDITIONS

Leprosy and extensive generalised allergic dermatitis is a bar for service. Leucoderma should not be a disqualification.

e) METABOLIC AND ENDOCRINAL SYSTEM

Malignant Hypertension is a case for rejection. Controlled and absolutely mild diabetes without any complication may be considered fit for service.

f) E.N.T. SYSTEM

A thorough E.N.T. check-up including ear discharge, perforation, deafness, vertigo, nasal discharge, nasal blocking, speech defects should be done in each case. Deafness or foul smelling or chronic discharge from the ear, nose, stammering of a severe nature, should be regarded as a disqualification. However, candidates should be referred to E.N.T. Surgeon for his opinion in case ailments of this nature are detected by the medical examiners.

g) OPHTHALMIC SYSTEM

If any candidate is suspected to have any refractive error in either or both organic or progressive disease of any part of the eyes, squint, colour- blindness and night blindness or any other ocular condition/disease, a thorough ophthalmic check-up and report from Opthalmic Surgeon is essential. Accurate assessment of the vision is obviously most important for candidates for Bank's service in view of the nature of their duties.

i) No limit for minimum naked eye vision. But normal eye vision should, however, be recorded. The standard of near and distance vision with or without glasses is as follows:

<table>
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<tr>
<th></th>
<th>Below the age of 35 years</th>
<th>Above 35 years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eyesight</td>
<td>6/9</td>
<td>6/12</td>
</tr>
<tr>
<td>Height</td>
<td>6/9</td>
<td>6/18</td>
</tr>
<tr>
<td>Near Vision</td>
<td>N6</td>
<td>N6</td>
</tr>
<tr>
<td>Officers</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Below the age of 35 years 6/6 6/9
Above 35 years 6/9 6/12
Near Vision N5

The total amount of myopia should not exceed -8.00 and total amount of hypermetropia should not exceed +6.00 for candidates above 20 years of age. For below 20 years of age, the corresponding limits will be -6.00 and 6.00 respectively (Total means the algebric sum of Sph + Cyl. axes)

ii) OCULAR CONDITIONS OTHER THAN VISUAL ACUITY

Any organic disease or a progressive refractive error likely to lower the visual acuity should be considered as a disqualification.

iii) FUNDUL EXAMINATION

Any pathological conditions in Fundi should be treated as disqualification. Onset of cataract or glaucoma should be regarded a bar for fresh appointments as Award Staff and Probationary Officers. However, in the case of promotions of employees already working in the Bank, cataract or glaucoma should be operated before certifying the employee/officer fit for promotion. In case there is a damage to the eye after operation, the employee will be disqualified after getting reports of two senior ophthalmic surgeons.

iv) SQUINT

Squint should not be a bar provided the same is non-paralytic and it does not affect the visual acuity as per norms laid down.

v) The eye should be corrected to 6/6 with glasses and not with contact lenses.

vi) COLOUR VISION

Tests of colour vision are to be performed at the discretion of the Medical Examiner. Colour blindness is not a bar to appointment except in case of special categories of staff according to job requirements and nature of duties viz. drivers etc. These are equally applicable to promotions also.

vii) Refraction, fundal examination and colour vision are a part of the normal medical examination by the specialists in all cases of visual defects.

viii) For one-eyed candidate, please refer paragraph k(i) below.

h) ORTHOPAEDIC SYSTEM

Candidate’s limbs, hands and feet should be well formed and developed and there should be free and perfect motion of all joints. Any deformities or partial absence of extremities and/or pathological condition of the locomotor system should be referred to a suitable specialist for his expert opinion regarding the fitness of the candidate’s appointment in the Bank.

In this connection, please also refer to paragraph (k) below.

i) HIV POSITIVE CASES
In the recent years, there is considerable increase in the incidence of HIV positive cases in our country. Therefore it has become essential to detect HIV positive cases, if any, at the time of recruitment at any level in the Bank to avoid such cases becoming a liability to the Bank. It is essential to carry out HIV testing for new entrants/fresh appointments.

Candidates found positive on the basis of "Elisa Test" should be subjected to "Western Blot Test" also for further confirmation as the "Elisa Test" has been found to be false in a few cases.

In this connection, the Government of India have advised that persons who are otherwise eligible for employment but tested positive for HIV should be granted normal rights of employment as other members of the society and the HIV status of the person should be kept confidential. Therefore, it has been decided to adopt the following procedure with regard to conduct of HIV tests:

i) The existing provision of subjecting the new recruits to HIV test in addition to laid down examination/tests should be continued as hitherto.

ii) The candidates found HIV positive will be further subjected to such medical examination as deemed necessary by the Bank's Medical Officer to ascertain the candidate's ability to perform the normal job requirements and also, absence of any risk or health hazard the candidate may pose to others at the workplace. The HIV status of such candidates will, however, be maintained confidential.

The Bank will offer employment to only such of the HIV positive candidates with ability to perform the normal job requirements and only if they are not likely to cause any risk or health hazard to others at work place. The Bank's Medical Officer should give his certificate of fitness specifically on these two points.

iii) The Bank's Medical Officer's certificate regarding the fitness of such candidates will be final.

The provisions regarding HIV test would be applicable only to new entrants/fresh appointments

j) FOR FEMALE CANDIDATES

Pregnancy is a bar for immediate appointment and the candidate should be declared temporarily unfit. Only after three months of the delivery, a fresh examination should be undertaken.

k) PHYSICALLY HANDICAPPED CANDIDATES

i) Loss of sight in one eye, provided the other eye has normal vision or is corrected to normal with glasses with maximum Myopia or hypermetropia +4.00 D or -4.00 D, can be appointed in the clerical cadre only. Since the enactment of the Persons With Disabilities Act, 1995, physical disability cannot be a bar to appointment or promotion.

ii) The following categories of candidates may be considered for appointment in clerical cadre but not as subordinate staff as per extant instructions:

Loss of one arm, provided the candidate can write and work with other hand.
Loss of leg(s), provided the candidate can move with artificial leg and/or crutches. Those who have to seek help of wheel chair or such appliances for moving should not be considered for appointment.

Physically handicapped candidates should come through the Medical Boards attached to Special Employment Exchanges for physically handicapped persons or else, the Medical Officer/Bank’s Authorised Doctor should not examine them and should ask them to appear through the above Medical Board.

l) REIMBURSEMENT OF MEDICAL EXPENSES

The fees incurred by the employees for medical test at the time of promotion may be paid by the Bank by debit to Charges Account. But the new recruits have to bear the entire expenses incurred by them for medical examination.

m) GENERAL

There will be no right of appeal available to the candidates against the decision of the Medical Examiner. If however, the Bank is satisfied on the basis of the evidence produced before it of the possibility of an error of judgement in the decision of the Medical Examiner it is open to the Bank to allow an appeal to a Medical Board which will be constituted as and when required. Such appeal should however, be submitted by the candidate within one month of the communication in which the decision of the Medical Examiner is communicated to him/her. Otherwise no request for any appeal to the Medical Board will be considered. The Medical Board will consist of:

(i) Senior Medical Officer of the Circle;
(ii) Chief Medical Officer or any Senior Physician/Surgeon of Government/Municipal Hospital;
(iii) Senior Consultant of standing in the speciality concerned where a candidate is declared unfit.

The choice of nomination on the Medical Board will be that of the Bank. For re-examination, the candidate will be required to deposit an appeal fee of Rs. 50/- This fee will be refundable to those candidates who are declared fit by the Board whereas in the case of others it will be forfeited.

Report of the Medical Board will be final and will not be subject to review by any other specialist panel or Board.

It should be clearly understood that the Bank reserves to itself absolute discretion to reject or accept any candidate after considering the report of the Medical Board.

2.3 VERIFICATION OF CERTIFICATES/TESTIMONIALS/ BEFORE APPOINTMENT OF A CANDIDATE

2.3.1 Verification of age/date of birth

As proof of age any one of the following documents may be accepted.

i) SSC certificate (for verification of the date of birth and the division obtained). The Bank relies on the date of birth mentioned in the School leaving Certificate as the
final proof of the age of the Candidate and as such no other document/affidavits are acceptable to the Bank.

2.3.2 Verification of certificates for educational qualifications

S.S.C. certificate or University examination certificate should be verified. School Leaving Certificate for appointments in subordinate cadre.

2.3.3 Verification of character/antecedents

The following procedure should be followed:-

i) A candidate who has qualified in the written test and has been selected for interview would have already submitted his detailed bio-data (on the form prescribed by the Recruitment Board). Three testimonials would also have been enclosed with this bio-data. One of the testimonials would be from the Head Master/Principal of the School/College in which the candidate studied last. These should be re-scrutinised by the Branch Manager, at the time of conducting pre-recruitment formalities.

ii) Reports from two referees already named by the candidate in his bio-data should be obtained as per Annexure 2.7 & 2.8. Reports from previous employer(s), if any, as per Annexure 2.9 would also need to be obtained. As far as possible, the candidate should be appointed only after these reports are received. If, however, these reports are not received before the common date fixed for appointment, the candidate may be appointed in the Bank subject to satisfactory reports from the referees/past employers.

iii) The candidate is asked to complete an Attestation Form Annexure 2.10. A copy of the Attestation Form on completion by the candidate, is sent by the Branch Manager to the District Magistrate of the District or the locality in which the candidate is permanently resident (Annexure-2.11). The appointment is made subject to the fact that the Official confirms that the candidate has not come to the adverse notice and that he is suitable for employment in the Bank's service. If within 5 years preceding the date of enquiry the candidate has resided for more than a year in any other district or locality, a report is also obtained from the District Magistrate of the district/locality also.

iv) It should be indicated clearly in the appointment letter that confirmation of the candidate in the Bank's service will be subject to a satisfactory report on his/her character and antecedents from the police authorities. In case the police enquiries are not completed before the candidate becomes due for confirmation, the candidate will be confirmed in the Bank's service subject to a satisfactory report from the police authorities. If the police report turns out to be adverse, the employee's services will be terminated in terms of paragraph 522 (1) of the Award.

2.3.4 Ex-serviceman candidates - verification of discharge book

Discharge Book of the candidate should be perused in order to verify his claim for being considered as an ex-serviceman as also to ascertain his character and Medical Category.

2.3.5 Dependents of defence service personnel killed in action/ disturbed areas
They should produce a certificate issued by a competent authority, stating full particulars of the ex-servicemen killed in action/disturbed areas and that the applicant is his dependant.

2.3.6 Orthopaedically handicapped candidates - submission of certificate for handicap

The candidate should submit a certificate issued by the Medical Board attached to the Special Employment Offices for Physically Handicapped stating the nature and extent of orthopaedical handicap.

Deaf and Dumb and Blind do not come under the category of orthopaedically handicapped.

2.3.7 Community certificates in respect of scheduled caste/ scheduled tribe/OBC candidates

The undernoted certificate(s) should be produced by the candidates as sufficient proof in support of their claims of belonging to Schedule Caste/Tribe

2.3.7.1 Community Certificate

a) Certificate issued by one of the following authorities on the lines of proforma given (Annexure-2.12 & 2.12A).

i) District Magistrate/Additional District Magistrate/Collector/ Deputy Commissioner/Additional Deputy Commissioner / Deputy Collector/1st Class Stipendiary Magistrate/City Magistrate (Not below the rank of 1st Class Stipendiary Magistrate)/Sub. Divisional Magistrate(Not below the rank of 1st Class Stipendiary Magistrate)/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of Ist class stipendiary magistrate).

ii) Chief Presidency Magistrate/Additional Chief Presidency Magistrate/Presidency Magistrate.

iii) Revenue Officer not below the rank of Tehsildar.

iv) Sub-divisional Officer of the area where the candidate and/or his family resides.

v) Administrator/Secretary to Administrator/Development Officer (Lakshadweep Islands).

b) Matriculation or School Leaving Certificate or Birth Certificate giving the Caste or Community of the candidate and place of residence may be accepted by the Appointing Authority as sufficient proof in support of a candidate’s claim as belonging to Scheduled Caste/Tribe.

c) The Government of India have advised that the SC/ST candidates need not be asked to produce caste certificates, countersigned by the District Magistrate or obtain certificates in the forms prescribed by them. We may accept caste certificate issued as social status certificate. However, the appointing authority should verify the caste status of a SC/ST candidate through the District Magistrate of the place, where the candidate and/or his family ordinarily resides. If after appointment in any particular case, the verification reveals that the candidate’s claim was false, his service may be
terminated in accordance with the relevant rules and other legal action may be initiated.

2.3.7.2 Verification of Claims

i) The primary responsibility to verify the factual position before issuing the community certificate to an individual is that of the authority empowered to issue the certificate. But, the appointing authority, if they consider it necessary for any reason, may verify the claim of a candidate through the District Magistrate of the place where the candidate or his family ordinarily resides.

ii) If after appointment, in any particular case, the verification reveals that the candidate’s claim was false, his services may be terminated in accordance with the service regulations, unless there are definite redeeming circumstances. A clause to this effect should be incorporated in the appointment orders issued to the candidate belonging to Scheduled Caste/Scheduled Tribe.

2.3.8 Repatriates/Migrants

Identity certificate from appropriate authorities such as Embassy of India/High Commission for India/District Magistrate of the area where the candidate is residing should be verified in respect of such candidates.

2.3.8.1 Eligibility certificate in respect of persons other than Indian citizens subjects of Nepal, Bhutan and persons of Indian origin.

The Ministry of Finance have advised that as in the Government, apart from Indian citizens, a candidate belonging to any of the following categories may be considered for appointment in the Bank:-

a) a subject of Nepal, or

b) a subject of Bhutan, or

c) a Tibetan refugee who came over to India before the 1st January, 1962, with the intention of permanently settling in India, or

d) a person of Indian origin who has migrated from Pakistan, Burma, Sri Lanka, East African countries of Kenya, Uganda, the United Republic of Tanganyika or Zanzibar, Zambia, Malawi, Zaire and Ethiopia and Vietnam with the intention of permanently settling in India.

A candidate belonging to any of these categories may be admitted to an examination or interview for selection but may be given an offer of appointment only after he/she is issued an eligibility certificate by the Government of India, Ministry of Finance, Department of Economic Affairs (Banking Division). For this purpose, immediately on selection, steps are to be taken to verify the character and antecedents of the selected candidate and recommendations should be submitted to P&HRD Department through the respective Controlling Authority for onward transmission to Corporate Centre for obtention of issuance of eligibility certificate. A specimen of the format of eligibility certificate is furnished at Annexure 2.13. The recommendations should be comprehensive and indicate the reasons necessitating such appointment.

In this connection, the following particulars should be advised while making references for obtention of eligibility certificates:-
2.4 POSTING OF CLOSE RELATIVES

As a matter of policy, close relatives should not be posted in the same branch or office. A list showing the family members who would be deemed to fall within the category of 'close relatives' is given below. In the case of new appointment, it should be ensured that the candidates have no close relatives working at the branch. If any employee is transferred to a branch/office where a close relative is working, the matter should be reported to the controlling authority for necessary action.

List of close relatives

1) Father 30) Brother's daughter
2) Mother (including step mother) 31) Sister's son
3) Son (including step son) 32) Sister's daughter
4) Son's wife 33) Father's brother's daughter
5) Daughter 34) Father's brother's son
6) Father's father 35) Father's sister's daughter
7) Father's mother 36) Father's sister's son
8) Mother's father 37) Mother's sister's son
9) Mother's mother 38) Mother's sister's daughter
10) Grand Son 39) Mother's brother's son
11) Grand daughter 40) Mother's brother's daughter
12) Daughter's husband 41) Father's brother's wife
13) Brother (including step brother) 42) Father's sister's husband
14) Brother's wife 43) Mother's brother's wife
15) Sister (including step sister) 44) Mother's sister's husband
16) Sister's husband 45) Wife
17) Husband's father 46) Husband
18) Husband's mother 47) Wife's sister's husband
19) Husband's sister 48) Husband's sister's husband
20) Husband's brother 49) Husband's brother's wife
21) Wife's father 50) Wife's brother's wife
22) Wife's mother 51) Husband's brother's son
23) Wife's brother 52) Husband's brother's daughter
24) Wife's sister 53) Husband's sister's son
25) Father's brother 54) Husband's sister's daughter
26) Father's sister 55) Wife's sister's son
27) Mother's brother 56) Wife's brother's son
28) Mother's sister 57) Wife's sister's daughter
29) Brother's son 58) Wife's brother's daughter

Before appointing a candidate/transferring an employee to a Branch/Office, an undertaking should be obtained that he is not related to any member of the staff working thereat.
2.5 **COMBINED DESIGNATIONS**

1. Instructions relating to giving combined designation are as under:
   
i) There is no restriction on combination of designations at rural branches (a rural branch is an office situated at a centre with a population of less than 10,000) and semi-urban branches having regard to the special characteristics of these branches. The management shall be free to work out the staffing pattern based on the needs of the organisation.

   ii) At semi-urban branches, not more than three designations can be combined.

   iii) The present position of combining not more than two designations in the metropolitan and urban branches will continue.

2. It is clarified that

   i) where an employee has been appointed as "Assistant(Accounts/Typing)“, it will be a combined designation.

   ii) entrustment of duties attracting special allowance will not amount to granting an additional designation.

   iii) Further, in case of workmen employees recruited after 14.2.1995, the restriction of designations shall not apply and they shall be required to perform any duty of the cadre, as per vacancies advised or appointment letters issued.

3. An employee, with combined designations will be entitled to the appropriate special allowance, if an allowance is payable for either of the designations, even if his services are not utilised in the post carrying special allowance. However, in case where an employee’s service cannot be effectively utilised in an allowance carrying post, such posts with combined designations need not be created.

**SETTLEMENT DTD.31.10.1979**

2.6 **COMMON DESIGNATIONS FOR CLERICAL AND CASH DEPARTMENT STAFF**

Common designations as under have been given to employees in clerical cadre with effect from 1st September, 1995

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Existing Designation</th>
<th>Changed Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Head Clerk</td>
<td>Head Assistant (Accounts)*</td>
</tr>
<tr>
<td>2.</td>
<td>Cashier-in-charge or Dy. Head Cashier</td>
<td>Head Assistant (Cash)*</td>
</tr>
<tr>
<td>3.</td>
<td>Assistant Head Cashier</td>
<td>Dy. Head Assistant (Cash)</td>
</tr>
<tr>
<td>4.</td>
<td>Clerk/Typist</td>
<td>Assistant (Accounts &amp; Typing)</td>
</tr>
<tr>
<td>5.</td>
<td>Clerk</td>
<td>Assistant (Accounts)</td>
</tr>
<tr>
<td>6.</td>
<td>Cashier</td>
<td>Assistant (Cash)</td>
</tr>
</tbody>
</table>
In this connection, it should be noted that the change in designation would have no effect on the allowance payable to such employees.

While appointing employees in clerical cadre appropriate combined designations should be given to the newly recruited employees at the time of appointment.

* Termed as "Senior Assistant" in terms of Agreement on Career Path

2.7 DECLARATIONS/UNDERTAKINGS TO BE OBTAINED FROM THE CANDIDATES

Each candidate shall furnish to the Bank the undernoted declarations/statements.

2.7.1 Persons convicted for dowry offences under the Dowry Prohibition Act, 1961 or under Section 304 (b) of the Indian Penal Code should be disqualified from being appointed in the Bank.

2.7.2 List of the letters/undertakings to be obtained from the candidates are given hereunder

(a) Undertaking regarding transfer; (Annexure 2.14)
(b) Declaration regarding Residential Address;
(c) Declaration stating that the employee is not an undischarged bankrupt;(Annexure 2.19)
(d) Letter regarding Criminal Law Amendment Act;(Annexure 2.17)
(e) Letter regarding close relatives;(Annexure 2.18)
(f) Acknowledged copy of conduct rules duly signed by the candidate;
(g) Declaration of Fidelity and Secrecy;(Annexure 2.19)
(h) Declaration regarding place of domicile;(Annexure 2.19)
(i) Rules of Conduct;(Annexure 2.19)
(j) Letter of undertaking;(Annexure 2.21)
(k) Statement of Assets & Liabilities;(Annexure 2.20)
(l) Details of previous service in the Bank;(Annexure 2.15)
(m) Option for availing leave fare concession;(Annexure 2.16)

In addition to the abovementioned declarations/undertakings the undernoted papers should be kept in a separate file of the employee:-
(a) Bio-data received from the controlling authority;
(b) Copies of certificates regarding educational qualifications;
(c) Proof of age (School Leaving Certificate);
(d) Caste certificate (in case of SC/ST/OBC category candidates);
(e) Report of the Medical Examiner;
(f) Police Verification Report;
(g) Character certificates and certificate(s) from the past/present employer(s);
(h) Copy of the letter of appointment;
(i) Duplicate copy of the Memorandum of Appointment;
(j) Any other papers in respect of the appointment of the candidate;

### 2.8 APPOINTMENT ORDER

The candidates selected for appointment will be given an appointment order (Annexure 2.22) under advice to the controlling authority after obtaining medical fitness certificate from authorised doctor and all the undertakings and declarations listed in above paragraph and ensuring that he is not related to any member of the staff at the Branch at which he is proposed to be posted. The candidate should be appointed on six months probation. Appropriate diary note should be taken to ensure prompt submission of the Reports on the work and conduct of the employees as per details given in Chapter 3 of this Reference Book.
ANNEXURE 2.1

Dear Sir/Madam,

RECRUITMENT IN CLERICAL/SUBORDINATE CADRE

With reference to your attendance at the interview, we are pleased to inform that you are being considered for appointment in the Bank's services as ........................................ at........................................Branch.

2. Please, therefore, call on the Branch Manager of above branch with the following certificates (in original) declarations on or before..........................
   (a) Birth Certificate/School Leaving Certificate (for verification of date of birth)
   (b) Certificate regarding educational qualification
   (c) Military Discharge Certificate (in case appointment of ex-servicemen)
   (d) Character certificates either from two Gazette Officers of Government or one such officer and an officer of the Bank in addition to a certificate from the Head Master/Principal of the School/College last attended.

3. Please advise the Branch Manager of the above Branch names of two referees who should not be related to you and who are in a position to submit independent reports on you. The reports from the referees will be obtained directly by the Bank.

4. Please note that in the event of any of the declaration/certificate being found false at a later date, this offer of appointment shall be deemed to have been cancelled and in the event of your having joined the service, you will render yourself liable for disciplinary action including removal from service.

5. In the event of your being appointed in the Bank, you would be required to give a satisfactory Letter of Release from your past/present employer. However, before resigning from your present employment, if any, please ensure that all formalities including Medical examination are completed. In this connection please note that the fees for medical examination which will be Rs................ (approximately) will be borne by you.

6. In case you belong to SC/ST/OBC category, please produce a caste certificate as per enclosed proforma. Please note that certificate should be issued by an officer not below the rank Executive Mamlatdar.

7. You will have to identify yourself to the satisfaction of the Branch Manager. If you fail to report to the Branch Manager before stipulated date, you would not be considered for the appointment and no further correspondence will be entertained in this regard.

8. Please note that you will not be paid any travelling allowance/conveyance charges for joining your place of posting and that your services may be terminated at any time during the period of probation, without assigning any reason.

9. Please produce this letter to the Branch Manager for his scrutiny.

Yours faithfully,
ASSTT. GENERAL MANAGER

Copy forwarded for information and necessary action to the Branch Manager, State Bank of India, ................................................................. He is instructed to follow the matter if the candidate does not report for duty on .......................... He should advise the date on which the candidate reports at the Branch.
ANNEXURE 2.2

Dr. ........................................
............................................
...........................................

Dear Sir/Madam,

MEDICAL EXAMINATION

Shri/Smt./Kum.........................................................., a specimen of whose signature is given below for purpose of identification has been selected for appointment in the clerical/subordinate cadre of the Bank/ has been selected for promotion to clerical/officers’ cadre. He/She is, therefore, required to be medically examined by you. Please submit to us the medical report on him/her in the enclosed form in a separate cover marked "Private & Confidential". We enclose herewith for your information a copy of the guidelines to be followed while examining the candidate. The declaration form duly competed and signed by the candidate is also enclosed. Your fee for the medical examination will be borne by the candidate.

2. Shri/Smt./Kum..........................................................has been instructed to call on you within 2/3 days.

................................................
(Specimen signature of the Candidate/Promotee)

Yours faithfully

Chief Manager (PER & HRD)
Branch Manager

Copy to Shri/Smt./Kum ..........................................................
ANNEXURE 2.3

STATE BANK OF INDIA

PERSONAL STATEMENT OF THE CANDIDATE/PROMOTEE

(TO BE FILLED IN BY THE CANDIDATE/PROMOTEE BEFORE PRESENTING THE FORM TO THE MEDICAL OFFICER)

1. Name in full (Surname first) : ...................................................................................
2. Category of Post : .................................................................................................
3. Address : ..............................................................................................................
4. Date of Birth : ......................................................................................................
5. Married/Single : ...................................................................................................
6. Personal History
   A. History of Bleeding from Gastro-Intestinal Tract, Gastric or Duodenal Ulcers, Appendicitis, Internal Piles, Fistula, Typhoid, Jaundice, etc. Give details: -
      .........................................................................................................................
      .........................................................................................................................
      .........................................................................................................................
   B. History of Asthma, Tuberculosis, Spitting of blood, Pleurisy, Breathlessness, etc. Give details :-
      .........................................................................................................................
      .........................................................................................................................
      .........................................................................................................................
   C. History of palpitation, fainting spells, pain in the chest, breathlessness on exertion, cyanosis, rheumatic fever with joint pains, swelling of legs/face, etc. Give details: -
      .........................................................................................................................
      .........................................................................................................................
      .........................................................................................................................
   D. History of Bleeding Urinary Tract, Painful Urination, Passing of stone or gravel in urine etc. Give details: -
      .........................................................................................................................
      .........................................................................................................................
      .........................................................................................................................
   E. History of Fits, Paralysis, Neurasthenia, Nervous Breakdown, etc. Details to be given: -
      .........................................................................................................................
F. History of Leprosy, extensive generalised allergic dermatitis, Lucoderma, Venereal Disease etc. Give details :-

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

G. Have you suffered from defects in hearing or eye sight? Give details :-

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

H. Details of serious illness/injuries sustained by accident or otherwise; Give details :-

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

I. Details of surgical operations undergone:

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

J. Is there any other item in your medical history which you have not already mentioned?

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

K. Have you ever been tested for HIV? if so, what was the report?

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

7. Family History:

(a) Heart disease & Hypertension:
(b) Tuberculosis:
(c) Kidney Disease:
(d) Cancer:
(e) Any other serious ailments:

8. For female candidates only:

(a) Menstrual History:
(b) Date of L.M.P.:
(c) Any evidence of pregnancy:
(d) History of disease of Uterus, Cervix, Ovaries or Breasts:
(e) Regular/Blood History:
I hereby declare that the above statements are correct to the best of my knowledge and that any incorrect/suppressed information will render me liable for termination of my services in the Bank.

Place: ........................................

Date: ........................................

...................................................
(Signature/Thumb impression of the candidate/promotee)

...................................................

SIGNED IN MY PRESENCE
Signature of the Medical Examiner

NOTE:

The candidates may please note that they would have no right to appeal against the decision of the Medical Examiner. If however, the Bank is satisfied on the basis of the evidence produced before it, of the possibility of an error of judgment in the decision of the Medical Examiner it is open to the Bank to allow an appeal to a Medical Board which will be constituted by the Bank. Such evidence should however, be submitted by the candidate within one month of the date of communication in which the decision of the Medical Examiner is advised to him/her. If the setting up of the Medical Board is decided by the Bank, the candidate will be called upon to deposit a sum of Rs.50/- for the purpose. If found medically fit by the Board this deposit would be refunded to the candidate; it will otherwise be forfeited. The report of the Medical Board is final and will not be subject to review by any other specialist panel or Board.
ANNEXURE-2.4

REPORT OF THE MEDICAL EXAMINER

NAME OF THE CANDIDATE : ………………………………………………………………..

CATEGORY OF THE POST : ………………………………………………………………..

1. General Development : Good ........ Fair ........ Poor ........
   Nutrition : Thin ........ Average ........ Obese ........
   Best weight : ................. When .................
   Any recent change in weight : .................
   Temperature : .................
   Girth of chest : .................
   (a) After full inspiration :
   (b) After full expiration :

2. SKIN : Any obvious disease

3. EYES :
   (a) Whether the vision is normal : Yes/No.
      If not, is it capable of being corrected to 6/6 with glass (not with contact lenses)
   (b) If the candidate was referred to an eye-surgeon what are surgeon's observations in respect of the following :
      (i) Any disease
      (ii) Night blindness
      (iii) Defect in colour vision
      (iv) Field vision
      (v) Visual acuity
      (vi) Fundus examination

      Acuity of vision             Naked eyes             With glasses             Strength of glasses
      R.E.  Sph.  Cyl.  Axis

      Distant Vision
      R.E.
L.E.

Near Vision
R.E.
L.E.

Hypermetropia
(Manifest)
R.E.
L.E.

4. EARS
   : Inspection............................................
   Hearing : Right Ear ..................................
             Left Ear ....................................

5. GLANDS : ........................................... Thyroid ..............................................

6. CONDITIONS OF TEETH : ............................................

7. RESPIRATION SYSTEM :
   Does physical examination reveal anything abnormal in the respiratory organs?
   ........................................................................................................
   ...........................................................................................................................
   If yes, explain fully .................................................................
   ...........................................................................................................................

8. CIRCULATORY SYSTEM :
   (a) Heart : Any organic lesion?
          : ..............................................................................................
          Pulse Rate : ..............................................................................
   (b) Blood Pressure : .................................................................
          Systolic ....................................................................................................
          Diastolic ....................................................................................................

9. Abdomen : Girth ................................
   Tenderness .................................
   ............................................. Hernia ..............................................
   (a) Palpable : Liver .................
              Spleen ...........................................
              Kidneys ............................
              Tumors ............................
   (b) Hemorrhoids ....................
       Fistula ............................

10. NERVOUS SYSTEM : Indication of nervous mental disabilities ............
11. LOCO-MOTOR SYSTEM: Any abnormality ..............................................

12. GENITO URINARY SYSTEM: Any evidence of Hydrocele, Varicocele, etc

Urine Analysis:
(a) Physical appearance...............    (b) Sp.Gr. .................................
(c) Albumin .................................    (d) Sugar .................................
(e) Caste .................................    (f) Cells .................................

13. REPORT OF X-RAY EXAMINATION OF CHEST:
....................................................................................................................
....................................................................................................................
....................................................................................................................

14. REPORT OF THE BLOOD EXAMINATION: (Including HIV Testing)
....................................................................................................................
....................................................................................................................
....................................................................................................................

15. Is there any thing in the health of the candidate likely to render him/her unfit for the efficient discharge of his/her duties in the service for which he/she is a candidate?

16. The Medical Examiner should record the findings under one of the following categories:
(a) Fit
(b) Unfit on account of

NOTE:
In the case of a female candidate, if it is found that she is pregnant, she should be declared temporarily unfit.

....................................................
Signature of the Medical Examiner
Name: ............................................
Designation: ...................................

Place: .................................
Date: .................................
ANNEXURE 2.5

PRIVATE & CONFIDENTIAL

Shri/Smt./Kum. ..........................................

..........................................................

..........................................................

..........................................................

RECRUITMENT IN CLERICAL/SUBORDINATE CADRE OF THE BANK

Dear Sir/Madam,

Shri/Smt./Kum ....................................................... who has applied for appointment as a ....................................................... in the Bank, has given your name as a referee/previous/present employer. We shall, therefore, be obliged if you will kindly give us in confidence, your opinion on his/her character and antecedents on the lines of the enclosed proforma.

2. An early reply will be greatly appreciated.

Yours faithfully,

Branch Manager
ANNEXURE 2.6

Name of the Candidate .................................................................

Applied for the post of .................................................................

1. Is the candidate known to you?  Yes/No

2. If so, kindly state the period. .......... Year .......... Months

3. Whether to the best of your knowledge and information
(a) the candidate has at any time taken active part in politics
(b) He was ever arrested/prosecuted/ kept under detection or convicted by a court of law.

4. Is the family of the candidate known to you?

5. Has any member of the candidate's family ever been arrested/kept under detention or convicted by a court of law?

6. Are you aware of any circumstances which would render the candidate unsuitable for appointment in a banking institution?

7. Is the candidate related to you?

8. If yes, nature of relationship :

9. Any special traits : .........................

I certify that the above information is correct to the best of my knowledge and belief and that Shri/Smt./Kum .......................................... bears a good moral character.

Signature ...............................................
Name .....................................................
Status ...................................................
Address ..................................................
Place .................
Date .................
ANNEXURE 2.7

PROFORMA OF REPORT TO BE OBTAINED FROM PREVIOUS/PRESENT EMPLOYER(S)

1. Name of the candidate

2. Period for which he was employed in your Company/Firm/Department

3. Conduct during the period of his service

4. Whether the candidate is still in service or not? If not, reasons for dismissal/discharge resignation?

5. Whether there is anything that may render him unsuitable for service in the Bank.

6. Is the candidate related to you?

Name & Designation ............................................................

Signature .................................................................

Name of the Company/firm/ Department ...........................................

.......................................................... ..........................................................

Address ..................................................................................................

..............................................................................................................
ANNEXURE 2.8

ATTESTATION FORM

PHOTOGRAPH
Affix signed
Passport size
(5 cm. X 7 cm. Approx)

Furnishing of false information or suppression of any factual information in the attestation form would be a disqualification and is likely to render the candidate unfit for appointment in the Bank. If the fact that false information has been furnished or there has been suppression of any factual information in the attestation form comes to notice any time during the service of a person, his services would be liable to be terminated.

1. Name in full (in block capital) with aliases if any. (Please indicate if you have added or dropped at any stage any part of your name or surname).

2. Present address in full (i.e. Village, Thana and District, or House No., Lane/Street/Road and Town).

3. (a) Home address in full (i.e. Village, Thana and District, or House No., Lane/Street/Road, Town and name of the Dist. H.Q.)
(b) If originally a resident of country other than India, the address in that country and the date of migration to Indian Union.

4. Particulars of places (with period of residence) where you have resided for more than one year at a time during the preceding five years.

From ............To............

Residential address in full (i.e. Village, Thana and Dist. or House No., Lane/Street/Road and Town) Name of the Dist. Headquarters of the place mentioned in the preceding column.

5.1 (a) Father’s name in full with alias, if any
(b) Present postal address (if dead, give last address)
(c) Permanent Home address
(d) Profession
(e) If in service, give designation and official address

5.2 (a) Husband’s name in full
(b) Profession
(c) Designation and office address

6. Nationality of
7. **Exact date of birth and Present age**: ................years ................months Age at Matriculation

8. (a) **Place of birth**  
    (Dist. and State in which situated)

   (b) **Dist. and State to which you belong**

9. (a) **Your religion**

   (b) **Are you a member of a Scheduled Caste/Scheduled Tribe? Answer 'Yes, No' and if the answer is yes, state the name thereof.**

10. **Educational qualifications**:  
    Places of education showing Schools and Colleges since 15 years of age

    | Name of School/College | Date of entering with full address | Date of leaving | Year of passing | Year of passed |
    |------------------------|-----------------------------------|----------------|---------------|---------------|

11. **If you have, at any time, been employed, give details**

    | Designation of post held or description | Period From To | Full address of office, firm or institution | Reasons for leaving the job |
    |----------------------------------------|----------------|------------------------------------------|-----------------------------|

12. **Have you ever been arrested, or kept under detention or bound down/fined/convicted by a Court of Law for any offence, or debarred/disqualified by the Public Service Commission from appearing at its examination selections or debarred from taking any examination or rusticated by authority/institution?**

    If answer is 'Yes, full particulars of the case detention, fine, conviction, sentence etc. should be given.

13. **Do you take or have ever taken, any active part in politics?**

    **DECLARATION**

    I certify, that the foregoing information is correct and complete to the best of my knowledge and belief. I am not aware of any circumstances which might impair my fitness for employment in the Bank. I have/will have no objection to Bank making enquiries at any time (immediately/in the near future) regarding the statements made by me in the applications, in any manner they decide to do so inclusive of police enquiry into my antecedents.

    ........................................
    **Signature of candidate**

    ........................................
    **Name in Block Letters**
    **Date** ...........................
    **Place** ...........................
ANNEXURE 2.9

REGISTERED POST

The Collector/District Magistrate,
.......................... District,

Dear Sir,

VERIFICATION OF CHARACTER
AND ANTECEDENTS OF
SHRI/SMT./KUM.

We shall be glad if you will please arrange to furnish us the character and antecedents in respect of Shri/Smt./Kum. .............................. son/daughter of Shri .............................. Resident of .............................................. required for our consideration in connection with his/her permanent appointment in Bank's service.

2. An attestation form submitted by the candidate is enclosed for your information and perusal.

3. An early action is solicited.

Yours faithfully,

BRANCH MANAGER
ANNEXURE 2.10

FORM OF CERTIFICATE TO BE PRODUCED BY A CANDIDATE BELONGING TO A SCHEDULED CASTE OR SCHEDULED TRIBE IN SUPPORT OF HIS CLAIM FORM OF CASTE CERTIFICATE

This is to certify that Shri/Smt/Kum* ......................................................................
son/daughter of .............................................................. of village/town* ...........
in District/Division ...................................... of the State/Union Territory* ...............
belongs to the ....................... Caste/Tribe which is recognised as a Scheduled Caste/Scheduled Tribe under:

The Constitution (Scheduled Castes) Order, 1950
The Constitution (Scheduled Tribes) Order, 1950
*The Constitution (Scheduled Castes) (Union Territories) Order, 1951
*The Constitution (Scheduled Tribes) (Union Territories) Order, 1951


* The Constitution (Andaman and Nicobar Islands) Scheduled Tribes Order, 1959
* The Constitution (Dadra and Nagar Haveli) Scheduled Castes Order, 1962
* The Constitution (Dadara and Nagar Haveli) Scheduled Tribes Order, 1962
* The Constitution (Pondicherry) Scheduled Castes Order, 1964
* The Constitution (Scheduled Tribes (Uttar Pradesh) Order, 1967
* The Constitution (Goa, Daman and Dui) Scheduled Tribes Order, 1968
* The Constitution (Goa, Daman and Diu) Scheduled Castes Order, 1968
* The Constitution (Nagaland) Scheduled Tribe Order, 1970
* The Constitution (Sikkim) Scheduled Castes Order, 1978
* The Constitution (Sikkim) Scheduled Tribes Order, 1978
* Please quote specific Presidential Order.

2.% Application in the case of Scheduled Castes/Scheduled Tribes persons who have migrated from one State/Union Territory:

This certificate is issued on the basis of the Scheduled Caste/Scheduled Tribe certificate issued to Shri/Shrimati*..............................father/mother of Shri/Shrimati/Kumari*.............................. in District/Division.............................. of the State/Union Territory.............................. who belongs to the.............................. Caste/Tribe*, which is recognised as a Scheduled Caste/Scheduled Tribe* in the State/Union Territory*.............................. issued by the..............................(name of prescribed authority) vide their No.............................. dated..............................

3.% Shri/Shrimati/Kumari*..............................and/or his/her* family ordinarily reside(s) in village/division of the State/Union Territory of ......................

Signature

Designation
(With seal of officer)
Place ................................ State/Union/Territory ..........................

Date ................................

* Delete the words which are not applicable. % delete the paragraph which is not applicable.
&& To be signed by authorities empowered to issue Scheduled Caste/Scheduled Tribe certificates.

NOTE: The term "Ordinarily reside(s)" used here will have the same meaning as in Section 20 of the Representation of the People Act, 1950.
ANNEXURE 2.10 (A)

FORM OF CERTIFICATE TO BE PRODUCED BY A CANDIDATE BELONGING TO OTHER BACKWARD CLASSES

[G.I Dept of Per & Trg.O.M No.36033/28/94-Estt (Res), dated 02.07.1977]

This is to certify that _______________, son of ____________, of village _______________, District/Division______________ in the ____________ state_____________ belongs to the ______________ community which is recognised as a Backward Class under:


Shri ________ and/or his family ordinarily reside(s) in the _______ District/Division of the __________ State. This is also to certify that he/she does not belong to the persons/sections (Creamy layer) mentioned in Column 3 of the Schedule to the Government of India, Department of Personnel and Training,O.M.No.36012/22/93-Estt.(SCT), dated 08.09.1993.

District Magistrate
Deputy Commissioner etc.

Date :
SEAL

Strike out whichever is not applicable.

388. SWAMY’S RESERVATIONS & CONCESSIONS IN GOVERNMENT SERVICES.

N.B.-

(a) The term 'Ordinarily' used here will have the same meaning as in Section 20 of the Representation of the People’s Act 1950.

(b) The authorities competent to issue caste certificates are indicated below :

i) District Magistrate / Additional Magistrate /Collector /Deputy Commissioner / Additional Deputy Commissioner/Deputy Collector / First Class Stipendiary
Magistrate/Sub-Divisional Magistrate/Taluka Magistrate/Executive Magistrate/Extra Assistant Commissioner (not below the rank of First Class Stipendiary Magistrate).

ii) Chief Presidency Magistrate/Additional Chief Presidency Magistrate/Presidency Magistrate

iii) Revenue officer not below the rank of Tehsildar; and Sub-Divisional Officer of the area where the candidate and/or his family resides.
ANNEXURE 2.11

Government Of India

Ministry/Department : ............................................

file no. : ..................................................

New Delhi, the : .............................................

CERTIFICATE OF ELIGIBILITY

In pursuance of Government of India, Department of Personnel & AR's Resolution No. 14014/3(S)/76-Estt. (B) dated 1st March, 1977, the President is pleased to direct that ...................................................................................................................

..........................................................................................................................................

Son/daughter/wife of ...........................................................................................................

being a subject/native of.......................................................................................................

shall be eligible to hold any civil office in connection with the affairs of the Union.

Under Secretary to the Govt. of India
ANNEXURE 2.12

The Branch Manager/Chief Manager/Asstt. General Manager
State Bank of India

Dear Sir,

I undertake to serve at................................Branch, my branch of initial appointment for a minimum period of two years, unless the Bank decides to transfer me elsewhere for administrative reasons. I shall not apply for a transfer to any other branch of the Bank for the first two years of my service.

PLACE ................................................

DATE ........................................

Yours faithfully,

................................
Signature
ANNEXURE 2.13

I have/have not worked at any of the offices/branches of State Bank of India. The following are the offices/branches with period of employment:

<table>
<thead>
<tr>
<th>Name of the Branch</th>
<th>Nature of Appointment</th>
<th>Period for which employed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Candidate  Signature of the Witness

............................................
Name
ANNEXURE 2.14

I hereby opt for availing Leave Fare concession at an interval of two/four years.

Date : ......................
Place : ......................
Name of the Witness

..................................................
.............................................
Signature

..................................................
.............................................
Name of the Witness

Signature of Witness
ANNEXURE 2.15

To,
Shri/Smt./Kum......................
State Bank of India
........................................Branch

Dear Sir/Madam,

I have to inform you that in terms of the Criminal Law Amendment Act, 1958, the definition of the Public Servants as given in Section 21 of the Indian Penal Code has been extended to cover the employees of the statutory corporations. Accordingly, all employees of the Bank come within the purview of Prevention of Corruption Act and any other criminal laws relating to public servants.

Yours faithfully,

...................................
Branch Manager

Signature of candidate

Date : ............................

ANNEXURE 2.16

The Branch Manager,
State Bank of India,

Dear Sir,

I am not related to any member of the staff presently serving at this Branch. The particulars of the employees at other offices of the Bank who are related to me, are as follows:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Relative</th>
<th>Branch/Office Posted</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yours faithfully,

Signature of employee
ANNEXURE 2.17

RULES OF CONDUCT

(Besides signature wherever provided, the applicant's signature should invariably be obtained on each page)

An employee of the Bank may not:

I. (a) (i) borrow money from or in any way place himself under a pecuniary obligation to
   a broker or money-lender or a sub-ordinate employee of the Bank or any firm or person having dealings with the Bank;

   (ii) buy or sell stock/share/securities, of any description without funds to meet the full cost in the case of a purchase or scrip for delivery in the case of a sale;

   (iii) book debts at a race meeting;

   (iv) lend money in his private capacity to a constituent of the Bank or have personal dealings with a constituent in the purchase or sale of bills of exchange, government paper or any other securities;

   (v) except with the permission of the Competent Authority designated by the Bank, guarantee in his private capacity the pecuniary obligations of other person or agree to indemnify in such capacity another person from loss;

   (vi) act as agent for insurance company otherwise than as agent for or on behalf of the Bank;

   (vii) be connected with the formation or management of a joint stock company or trust or society.

   (viii) engage in any other commercial business or pursuit either on his own account or as agent for another or others;

   Provided that nothing in the rules laid down in this paragraph shall be deemed to prohibit an employee from making a bonafide investment of his own funds in such securities as he may wish to buy.

   (b) An employee guilty of infringing any of the provisions of the preceding paragraph will render himself liable to dismissal from the service.

....................................
Signature

(c) An employee of the Bank may not take active part in politics or in any political demonstration nor may an employee accept office on a municipal council or other public body without the prior sanction of the Bank.

(d) All employees must maintain the strictest secrecy regarding the Bank's affairs and the affairs of its constituents.

(e) An employee accepting from a constituent of the Bank a gift other than of fruit or flowers will unless the permission of the Bank has been previously obtained be liable to dismissal from service.
(f) An employee may not overdraw his account with the Bank, whether against security or otherwise without the authority of the Local Head Office of his Circle.

(g) Employees are forbidden to make personal representations to the Directors of the Bank or to the members of the Local Board. Breach of this order will be severely dealt with. Employees at branches who desire to appeal on any matter to an authority higher than their Branch Manager must do so by addressing their Local Head Office through the Branch Manager of their Branch. Only when the Branch Manager refuses or neglects to forward an appeal may it be preferred to the Local Head Office direct.

(h) An employee desirous of applying for an appointment elsewhere or for a post in a higher capacity in the Bank itself (if permissible) should forward his application through the Branch Manager of the Branch.

(i) In terms of the Criminal Law Amendment Act, 1958 the definition of the term 'public servants' as given in Section 21 of the Indian Penal Code has been extended to cover the employees of statutory corporations. Accordingly, all employees of the bank come within the purview of the Prevention of Corruption Act, and any other criminal law relating to public servants.

(j) No employee shall bring or attempt to bring any political or other outside influence including that of individual directors of the bank or the members of the Local Board to bear upon any superior authority to further his own interest in the Bank.

(k) No employee shall open or maintain an account with any bank or banker of any description other than the State Bank of India without the previous permission in writing from the Bank.

..............................................
Signature

(l) Employees are forbidden from either accepting cash award or receiving complimentary and/or valedictory address in a public meeting without the previous sanction of the controlling authority.

(m) These rules of conduct are in addition to the provisions of the Desai Award or any other award that may come into force and any instructions that may be laid down by the Bank from time to time.

I agree to abide by these rules of conduct.

II I hereby declare that

(a) I am not an undischarged bankrupt. I further declare that I have not at any time been adjudicated insolvent or suspended payment or compounded with my creditors, or been convicted by a criminal court of an offence involving moral turpitude.

(b) I am not related to any member of the staff presently serving at this branch or Sub-Office(s) under its control. The particulars of the employees at other offices of the Bank, who are related to me are as follows

(c) I am not serving anywhere at the time of joining the Bank's service.

(d) I undertake to serve at any office of the Bank in the Indian Republic.

(e) ......................(Place) in.........................(District and State) is my place of domicile.
The above is my place of birth/The above is not my place of birth, but has been declared as domicile, for the reasons given below:

..........................................................
..........................................................
..........................................................
*Strike out whichever is not applicable.

(f) I will, faithfully, truly and to the best of my skill and ability perform the duties required of me as Director, member or execute and Local Board, member of Local Committee, auditor, adviser, officer or other employee (as the case may be) of the State Bank and which properly relate to the office of position in the said State Bank held by me.

I further declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of the State Bank or to the affairs of any person having any dealing with the State Bank; nor will I allow any such person to inspect or to have access to my books or documents in the possession of the State Bank and relating to the business of the State Bank or to the business of any person having any dealing with the State Bank.

STATE BANK OF INDIA, Signature ..................................................

Name..........................................................
(In Block Letters)

............... 200.....
ANNEXURE 2.18

Name of the Candidate : .......................... (C.O. letter No. PA/CIR/196 OF 9.11.85)
Address : ...........................................

STATEMENT OF ASSETS AND LIABILITIES AS ON..............

<table>
<thead>
<tr>
<th>ASSETS</th>
<th>AMOUNT</th>
<th>LIABILITIES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs.</td>
<td>(AS A BORROWER/GUARANTOR)</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

1. Immovable properties (e.g. Lands, House, Shops, other buildings, etc. including its valuation, Area of land, nature of present position etc.)
2. Movable properties/Liquid Assets
   (a) Cash and bank balance (exceeding Rs. 2500/-), LIC, Policies, Deposits Loans, Debentures, NSCs, etc.
   (b) Gold, Silver, Gold/Silver ornaments, motor cars/scooters/refrigerators/VCR/TV sets, etc. and articles of Rs. 2500/- and above with description and lumpsum value of articles of daily use such as clothes, utensils, books, crockery, etc. individually worth less than Rs. 2500/-

From State Bank of India (please specify amount, Branch name, purpose, present position etc.)
From other Banks/Financial institutions/ friends and relatives including money lenders (specify names, amounts and interest payable and purpose for which it was taken).

Certified that, to the best of my knowledge and belief, the information furnished above is true and complete.

STATE BANK OF INDIA

Signature: .................
Name : ......................
(In Block Letters)
ANNEXURE 2.19

LETTER OF UNDERTAKING

From:
................................................
................................................
................................................

To:
The Branch Manager/Chief Manager/Asstt. General Manager
(Office Administration)
State Bank of India,

Dear Sir,

APPOINTMENT IN CLERICAL/SUBORDINATE CADRE IN THE BANK

I. ............................................................
..................................................................... S/o/D/o.
.................................................... do hereby confirm that the information furnished by
me in my application/attestation form/caste certificate/and other papers connected
with my appointment and submitted by me in respect of my age, educational
qualification, caste, etc., are correct and complete to the best of my knowledge and
belief.

2. Further, in case any concealment/falsification of material information or furnishing of
a false declaration on my part comes to light subsequently, affecting my
appointment in the Bank, the Bank may treat it as a major misconduct for the fraud
so committed and I hereby undertake to accept unconditionally whatever
punishment including dismissal from service, the Bank may deem fit and proper to
award in the circumstances.

Yours faithfully,
...................................................
(NAME OF THE APPLICANT)

Witnesses:

(1) ...............................................
(2) ............................................................
ANNEXURE 2.20

DRAFT OF LETTER OF APPOINTMENT TO BE ISSUED BY THE BRANCH MANAGER

STATE BANK OF INDIA

Shri/Smt./Kum. ....

........................................BRANCH

Date: ................................

Dear Sir/Madam,

RECRUITMENT

In continuation of offer of appointment No. .............................. dated .............................. issued by the Regional Manager at .............................., we are pleased to inform you that you have been appointed as a .......................................... on probation, in the Bank with effect from .............................. on the following terms and conditions:

(a) You will be paid by way of substantive salary, a sum of Rs. ......................... per mensum plus usual allowances.

(b) You will be on probation for a period of six months with effect from the ...............................

(c) The Bank will be entitled to extend the said period of probation by three months, if your work is not found to be quite satisfactory during the said period. Your confirmation will be subject to receipt of satisfactory report about your character and antecedents from the police authorities.

(d) The Bank will be entitled to terminate your services during the period of probation on giving you one month's notice and without assigning any reasons for the termination.

(e) On confirmation you will be entitled to draw salary and allowances as applicable to you pursuant to the provisions of the Desai Award as amended from time to time.

(f) You will be entitled to the usual leave on pro-rata basis as per the provisions of the Desai Award as amended from time to time. Please note that absence from duty in excess thereof during the period of probation will result in probation being correspondingly extended by the period of such absence automatically.

(g) In the event of change in your religion, you should inform the Bank suitably. The appointment is subject to the final outcome of any Writ Petition / other cases pending in the High Court / other courts in this regard.

(h) *The appointment is provisional and is subject to the castes/tribes certificates being verified through the proper channels and if the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe, as the case may be, is false, the services will be terminated forthwith without assigning any further reasons and without prejudice to such further action as may be taken under the provisions of the Indian Penal Code for production of false certificate.

2. A duplicate of this letter is enclosed, which please return to us duly signed by you in token of your having agreed to accept the terms and conditions herein above mentioned and those in the letter referred to above.

(*Applicable for SC/ST/OBC category candidates only)
Yours faithfully,  

I accept the above terms & conditions

BRANCH MANAGER  

Signature of the candidate
**ANNEXURE 2.21**

**MEMORANDUM OF APPOINTMENT**

1. Name of the employee : 
2. Father's Name : 
3. Date of Birth of employee : 
4. Source of verification of date of birth : 
5. Educational Qualifications : 
6. Appointed as : 
7. Date of appointment : 
8. Basic pay : Rs. ....................... p.m. 
11. References (obtained) : Name  Designation  Address 
   1.  
   2.  
12. Medical Report obtained and found fit. : obtained & found fit. 
15. Identification mark : 
17. Particulars of relative : Name  Designation  Branch 
   1.  
   2.  
   3.  
19. If yes, proper certificate thereof : obtained.

20. Whether belonging to minority communities : Muslim/Buddhist/Sikhs/ Neobuddhist/Christian (please write in the appropriate column)

21. Employed in past : Yes/No

22. If yes, employer's release letter and No due certificate obtained : obtained.

23. Temporary service in the Bank. : Branch Dates

(1) Part time......................
(2) Full time......................

24. Place of domicile :

25. Declaration of domicile : (obtained)

26. Appointment letter issued (copy of the same to be attached) : Yes.

All the particulars submitted by me are correct.

SIGNATURE OF THE EMPLOYEE.

All the formalities for recruitment have been complied with.

Branch Manager.

Branch : ............................

Date : ...............................
CHAPTER 3

PROBATION, CONFIRMATION, EXTENSION, RETIREMENT, RESIGNATION, EXIT POLICY ETC.

3.1 PROBATION/CONFIRMATION

3.1.1. Confidential reports on employees on probation

The following guidelines should be followed for submission of confidential reports on employees on probation.

a) The Branch Manager should make suitable diary note to submit monthly reports on all probationers appointed in clerical cadre to the Controlling Authority on Form AD 165x (Annexure 3.1). In respect of subordinate and menial staff, the report should be submitted only once on completion of 4th month of probation. Copies of such reports should be kept at the branch for the purpose of record and reference. In view of the provisions in the Desai Award that a probationer is deemed to have been confirmed on the expiry of the probation period unless his services have been dispensed with on or before the expiry of the period of probation, it is necessary that while submitting the fourth monthly report on a probationer, the Branch Manager should give opinion on his suitability or otherwise for confirmation in the Bank’s service.

b) If the probationer is not considered suitable for confirmation, the Branch Manager should state in the fourth monthly report whether in his opinion the probationer’s services may be terminated forthwith or whether the initial probationary period of six months be extended by a further period not exceeding three months.

c) If it is decided to extend the probation period by three months, the Branch Manager should point out to the probationer concerned his specific shortcomings and serve on him a notice in writing to the effect that his probation period will be extended by three months from the date of expiry of the sixth months of probation.

d) In the event of extension of probation period, the monthly reports will continue to be submitted on the probationer. While submitting the eighth monthly report, the Branch Manager should advise whether the probationer is fit in every respect for confirmation or whether his services should be dispensed with.

e) Employees working in Zonal Office and Local Head Office, section/departmental head under whom the employee is working will submit his recommendations for confirmation which will be approved by the Assistant General Manager/Chief Manager (Office Adm.) as the latter is the Appointing Authority. In respect of the employees working at the Office Administration Department, the Dy. Manager (Adm.) or Officer-in-Charge of the Department/Section will put up recommendations to the Assistant General Manager/Chief Manager (Office Administration) for approval.

Note: As the provisions of the award throw upon the Bank, a necessity to monitor the services of the employee so that it can well in advance give a notice in writing to the employee in case it decides to extend his probation it is essential that the fourth monthly report is submitted giving opinion on the suitability or otherwise of a probationer immediately on completion of fourth month of probation.

3.1.2 Termination during probation - legal decision
It has been reported that two employees in clerical cadre were suspected to be involved in an attempted fraud at one of the branches while they were on probation. Since their conduct was not found satisfactory, the appropriate authority took a view that they were not fit for confirmation in the Bank's service and accordingly decided to terminate their services in terms of the appointment letter of the employees and para 522 (j) of the Sastry Award after paying one month's pay and allowances in lieu of the notice period without conducting any departmental enquiry. When the matter was agitated before the High Court of Delhi, the Division Bench dismissed the appeal and passed an order as under:

"The petitioner was appointed Clerk-cum-Cashier in State Bank of India, Srinagar Branch vide appointment letter dated 7th August 1991 on probation for a period of six months. According to the appointment letter the Bank was entitled to terminate the services of the petitioner within the period of probation, on giving him one month's notice or one month's salary in lieu thereof, without assigning him any reason for the termination. The services of the petitioner were terminated within the period of probation vide letter dated 28th January 1992 on the ground that his work and conduct were not found satisfactory by the Bank. The only ground of challenge is that neither enquiry was held before terminating the services of the petitioner nor any show cause notice was issued. The petitioner has not alleged any malafides against the respondent. It is well settled that the services of a probationer can be terminated on account of unsatisfactory work and conduct. There is no substance in the writ petition. Dismissed."

3.1.3 Formalities to be completed after confirmation

i) Application forms for admission to the Bank's provident fund along with letters of nomination shall invariably be forwarded to the Controlling Authority along with the copy of letter advising confirmation of the employee.

ii) In the next update of the MIS-PDF(Award Staff) the new employee's name should be reported.

3.2 MAINTENANCE OF SERVICE RECORDS

The service sheet of all the award staff employees other than those who are engaged on a temporary basis at a Branch/Division/Department is required to be maintained on form C.O.S. 392 and all the columns therein must invariably be entered under authentication. While making entries in the service sheet, care must be taken for recording the particulars in the service record correctly. The undernoted aspects should be meticulously paid special attention:

a) The source of information on the basis of which the date of birth has been accepted and recorded should be accurately incorporated.

b) Various Academic qualifications, Position regarding passing of Institute of Bankers Examination and other examinations such as Banking Oriented Examinations in Hindi, Co-operation, etc., Date of Joining, Date of confirmation should be correctly recorded.

c) Special care should be taken to enter the employee's category and place of domicile.
d) Entries in respect of salary are made specifying the basis for the revised salary such as, annual increment, additional increments for graduation and for passing of associate examination of the Indian Institute of Bankers etc.

e) A record is made in the service sheet of the various capacities in which an employee has acted in higher capacities in in-cadre allowance carrying positions as well as out of cadre.

f) Whenever an employee has been recommended for higher promotions, a note must invariably be made in the service record. Details of refusal of an employee to accept promotion must be incorporated without fail.

g) Against the space 'other useful information', particulars of disciplinary action, if any, initiated against the employee should be furnished along with details of punishment awarded, period of debarment and rigour. The particulars relating to interviews for higher promotion not materialised are also to be entered.

h) Entries relating to option for availing Leave Fare Concession, details of LFC facility availed as also encashment of leave should invariably be mentioned. Similarly, details of training programmes attended should be correctly entered in the Service Sheet.

i) In the column 'Appointments and Transfers' temporary service, if any, put in by the employee should be stated. Whenever an employee is transferred, a reference to controlling office letter number and the reasons for transfer are entered in this column.

j) All the entries in the service record must be individually authenticated.

3.3 CONFIDENTIAL REPORTS

3.3.1 The system of writing Performance Appraisal Report introduced after signing Settlement dated 12th April 1999 has been reviewed in the light of feedback received from various sources as also to meet the requirement under promotion policy approved as per Settlement on Promotional Avenues/Career Progression dated 22nd July 2003.

3.3.2 The revised formats for writing of Performance Appraisal Reports on clerical staff and subordinate staff are enclosed at Annexures 3.2 (A) and 3.3 (A) The guidelines for writing the reports under various parameters are given in Annexures 3.2(B) and 3.3(B). The other instructions in this regard are as under :-

(i) The shortcomings, if any, should be pointed out after the report is reviewed by the competent authority.

(ii) The custody of the report will be as under :-

(a) Branch Manager/Manager of Division/Manager (Accounts) in respect of branches.

(b) Head of the Department in case of administrative offices.

(iii) Service sheet and reports should be transferred to transferee branch/office similar to the procedure followed in respect of officers.

(iv) The guidelines for writing reports as contained in Annexures 3.2(B) and 3.3(B) should be printed on the reverse of the format of the report.
The exercise must be completed by 30th April each year and the confirmation should be sent to the controlling authority.

3.3.3 The authority structure for writing and review of the report will be as under:

<table>
<thead>
<tr>
<th>Reporting</th>
<th>Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash Department</td>
<td>Cash Officer.</td>
</tr>
<tr>
<td></td>
<td>If no Cash Officer is posted or the Cash Officer is from clerical cadre, the report will be written by the Branch Manager or Joint Custodian.</td>
</tr>
<tr>
<td></td>
<td>Branch Manager or AGM (Region) if report is written by the Branch Manager.</td>
</tr>
<tr>
<td>(b) Accounts Department</td>
<td>Accountant/ Dy. Manager of Division</td>
</tr>
<tr>
<td>(i) Divisionised branches</td>
<td>Branch Manager/ Manager of Division</td>
</tr>
<tr>
<td>(ii) Non-divisionised</td>
<td>Branch Manager or AGM (Region) as the case may be</td>
</tr>
<tr>
<td>branches</td>
<td>Accountant or where Accountant is not posted Branch Manager</td>
</tr>
<tr>
<td>(c) Administrative Offices</td>
<td>Officer in-charge of administration in the Department</td>
</tr>
<tr>
<td></td>
<td>Sectional Head</td>
</tr>
</tbody>
</table>

**NOTE:** In case of subordinate staff, the report will be reviewed if an employee is awarded 5 or less marks by the Reporting Authority.

(vii) No fractional marks should be awarded.

3.3.4 **Average of marks**

In order to even out any reporting biases etc. the average of marks obtained in the report for 3 years immediately preceding the year of promotion will be reckoned in the promotion.

3.3.5 **Conversion of ratings in the confidential report prior to 31.03.2000**

<table>
<thead>
<tr>
<th></th>
<th>Work</th>
<th>Conduct</th>
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</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>5</td>
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<tr>
<td>Good</td>
<td>4.5</td>
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<td>Average</td>
<td>4</td>
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<td>Below Average</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Poor</td>
<td>1</td>
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</tr>
</tbody>
</table>


3.3.6 **Confidential file**

As a new report will be written every year, it will be necessary to keep them in a confidential file of each employee and the file retained in the custody of the officer who holds the service book.

3.3.7 **Change of branch incumbency**
An outgoing Branch Manager (reporting official) who has been at a Branch (or office) for more than six months since the date of the previous report will, at the time of handing over charge, leave a record of his observations on the work of all employees, including members of the supervising staff, for the guidance of the new incumbent, who will normally have to compile the annual reports. The intention is that such observations should be helpful to the new incumbent who has to submit the annual report in assessing the work for a whole year.

3.4 AGE OF SUPERANNUATION

i) In terms of the notification F.No.4/1/3/98-IR dated the 22nd May, 1998, issued by the Government of India and the Memorandum of Settlement dated the 15th September, 1998 between the bank and the All India State Bank of India, Staff Federation, the age of superannuation of the workmen staff will be 60 years.

ii) However, the settlement contains a provision enabling the bank to retire a workman at the age of 58 years, by giving him two months’ notice in writing, in case it is found that his efficiency is impaired. Therefore, it will be necessary to review the cases of workmen nearing the age of 58 years. The process of review should start at least 6 months before the employee is due to attain the age of 58 years, so that the employee may be given the required two months’ notice and retired in case his efficiency is found to be impaired. One of the determinants of efficiency, besides other parameters like work, conduct, attendance, punctuality, leave discipline etc., is the state of health/physical fitness of the employee. For this purpose, the cases of employees whose attendance/leave record etc. indicate signs of ill health may be referred to the Bank’s Medical Board for a medical examination. Every Branch Manager/Head of Department (in administrative offices) should arrange for diarising the date of review in respect of each employee in his establishment at least 6 months before it is due, take up the exercise sufficiently in advance and submit the report to his Controlling Authority as per the proforma given at Annexure 3.4.

iii) A workman employee will retire from service on the afternoon of the last day of the month in which he attains age of superannuation. If an employee’s date of birth falls on the first day of a month, he will retire from the service on the afternoon of the last day of the preceding month.

iv) In case an employee is allowed to continue even beyond the month in which he completes 60 years of age, the concerned Branch Manager/Departmental Head will be held liable for punitive action including recovery of salary and allowances paid to the retired employee after his attaining 60 years of age. In order to guard against such incidents, it is essential that an exercise is conducted at the beginning of each year to ensure that appropriate note is made to start the process of obtaining approval sanction for retirement and terminal benefits in respect of each employees retiring in the year and the employee is retired from the Bank’s service on the stipulated date.

v) With effect from 01.11.1993, service for the purpose of pensionary benefits will be reckoned till the age of retirement, i.e. 60 years, instead of upto 58 years.

vi) A simple application for retirement should be obtained (six months before retirement) from an employee who is due for retirement and should be forwarded to the Controlling Authority.
vii) Where an employee is entitled to pension, his retirement should be authorised by the respective Controlling Authority not below the rank of Asstt. General Manager/Asstt. General Manager (Office Administration) for Local Head Office staff.

viii) In the case an employee who is not a member of either of the Funds and whose retirement comes by mere efflux of time or who ceases to be in service by operation of the rules of service by which he is governed, the question of sanction of retirement by any authority would not arise. It will be sufficient, if the retirement is intimated to the employee concerned by an appropriate authority in the Bank.

ix) From the 1st November 1993, employees who have completed a minimum of ten years' pensionable service at the time they attain the age of 58 years, shall be eligible for pension. Accordingly, the upper age limit for admission to the Pension Fund has been increased to 48 years of age with effect from 1st November, 1993. Accordingly, such of those employees who were in the Bank's service on 1.11.93 and were not over 48 years of age, when they were otherwise due for admission to the Fund, may now be given an option to become members of the SBI Employees' Pension Fund, in lieu of the service gratuity to which they were entitled [Annexure-3.5]. The facts of the option may be recorded in the employees' service sheets and the option letter is kept along with other service papers of the employee. Their agreement to join the Pension Fund on C.O.S. 548 may be obtained and forwarded to PPG Department at Local Head Office for submission to CAO, Calcutta. The employees, who have retired on or after 01.11.93 from the Bank's service and were eligible to join the Pension Fund in terms of the amended rules as aforesaid, may be given these pension benefits, if they surrender to the Bank, the amounts of gratuity received by them on their retirement in excess of that payable under the Payment of Gratuity Act, with interest at the rate earned by the SBI Employees Pension Fund from time to time. These amounts should be recovered and credited to the SBI Employees Pension Fund before sanctioning pension. Also, necessary contributions from the date of the eligibility of all the existing and retired officers/employees may be made to the Fund by the Bank.

x) A List meant for those who are freshly admitted to the Pension Fund through PPG Department at Local Head Office in terms of the aforesaid amended rules and another list showing those since retired who have been admitted to the Pension Fund due to above amendment should be sent to the CAO, Calcutta and PPG Dept. at Central Office.

xi) As service for the purpose of pension will be reckoned till the age of retirement, instead of up to 58 years as before, contributions towards the pension fund in respect of each employee till the date of retirement will continue to be made instead of ceasing at 58 years of age.

xii) Service for the purpose of calculation of pension of a workman employee will be calculated from the date of his admission to the Fund up to the date of his retirement. Pension will be calculated on the basis of the average monthly substantive salary drawn during last 12 months of service renewed up to 60 years. Contribution to the Provident Fund will also continue to be made until the employee finally retires.

3.4.1 Authority Structure to grant extension in service to Award Staff employees is given below.

1. Award staff at branches other than branches under the control of Dy. General Manager/General Manager  

Respective Asstt.Gen.Managers of Regions
2. For Award Staff working at Branches under the control of Dy. General Manager
   Respective Branch Manager

3. For Award Staff working at Branches under the control of General Manager
   Respective Dy. Gen.Manager in charge of the Branch

4. For award staff working at Zonal Offices
   Dy. Gen. Manager of the module

5. For award staff working at Local Head Office
   Asstt.Geneneral Manager (Office Administration)

6. For Award Staff working at Corporate Centre, Staff Training Centres,
   Circle Stationery Dept., etc.
   Officer in hierarchy not below SMGS V

   i) The decision not to grant extension in service to an employee may be made by a
      functionary not below the rank of TEGS VII.

   ii) The next higher authority i.e. an officer not below the rank of TEGSS-I may consider
       appeal against non-grant of extension in services.

3.5 RESIGNATION FROM SERVICE

   i) In terms of para 522 of the Sastry award a permanent employee may leave the
      service of the Bank by giving one month notice in writing to the manager. A
      probationer desirous of leaving service shall give 14 days' notice in writing to the
      manager.

   ii) If any employee leaves the service of the Bank without giving notice, he is liable to
       pay the Bank one month's (14 days in case of probationer) pay and allowances in
       lieu of notice.

   iii) Unlike Officers Service Rules, there is no provision in the Awards/Settlements to waive
       notice period. However, when a member of the clerical staff is selected as a
       Probationary Officer in our Bank or our Associate Banks, the notice period of one
       month may be waived while accepting the resignation of the employee as a clerk.

   iv) Employees desirous of leaving the Bank should be asked to liquidate the outstanding
       loan(s) and advance(s) (including Housing Loan) prior to their leaving the services of
       the Bank.

   v) The Deputy General Manager is the competent authority for accepting resignation
       from award staff employees.

   i) A member of Award Staff who has completed 20 years' pensionable service or 20
       years service (if he is not a member of Pension Fund) may be permitted to retire from
       the Bank's service subject to his giving one month's notice in writing or pay in lieu
       thereof. Before allowing the employee to retire prematurely/voluntarily it should be
ensured that no disciplinary action is pending/contemplated against him. The competent authority to approve voluntary retirement is General Manager.

ii) If the employee is seeking voluntary retirement on health grounds before 55 years of age, he should be subjected to an examination by a Medical Board consisting of (a) a Civil Surgeon, (b) a specialist relevant to the disease/aliment, and (c) the Bank's Medical Officer at Local Head Office/Zonal Office. The Medical board should be asked to unequivocally state whether or not the employee is permanently incapacitated and hence unfit to continue in service. If the Medical Board pronounces the employee to be permanently incapacitated he should be retired from the date of medical report provided no disciplinary action is pending/contemplated against him.

iii) In such a case, the employee's request, bio data and medical report should be forwarded to the concerned authority expeditiously along with recommendations in the matter. The bio data of the employee should consist of his name, date of birth, age as on the date of retirement, date of appointment in the Bank and designation at the time of initial appointment, present designation, total pensionable service, reasons for seeking retirement, whether any disciplinary action is pending/contemplated and Details of outstanding loans and advances and how the employee will liquidate them.

iv) An employee who seeks voluntary retirement (before completion of 30 years service or 30 years' pensionable service or attaining 58/60 years of age, whichever occurs first), except on medical grounds should be asked to liquidate the outstandings in his housing loan account on the date of retirement. In exceptional circumstances where, however, employee finds it difficult to adjust the outstandings on the date of retirement, such request for continuance of the loan may be considered by charging commercial rate of interest from the date of retirement. In such cases, the procedure detailed in paragraph 5.20.3, Chapter 5, Reference Book of Staff Matters, Volume IV, 2nd Edition be followed.

3.5.1 Voluntary retirement/resignation while on Deputation
(CDO/PM/1411/CIR/44 dated 24-09-03)

i) Employees who submit their applications for voluntary retirement/resignation while on deputation to a subsidiary/joint venture company will not be permitted to join the same company/subsidiary where he/she was working before his/her resignation/voluntary retirement.

ii) Employees who are on deputation with the subsidiary/JVC at the time of applying for the post and are selected through open market selection/competition process, will be permitted to take up the assignment with such subsidiary/Joint Venture Company.

iii) Incidentally, such employees who retired under SBIVRS would not be appointed in the Bank/our associates/subsidiaries or Joint Venture Companies.

3.5.2 Loans/Concessional Rates

i) The facility of concessional rate of interest will, however, be continued in case of normal retirement or voluntary retirement on medical grounds, in respect of employees who join the service before 01.01.1991.

ii) Other loans and advances are also required to be liquidated at the time of cessation of service.

PA/CIR/74 Dated 5.5.1988 & ADM/SPL/5193 Dated 27.9.1990
3.5.3 Providing copies of Calculation sheets to Retiring Employees

Sanctioned copies of calculation sheets of Provident Fund and Gratuity are to be provided to the retiring employee at the time of making payment of his terminal benefits. A copy of sanctioned Pension calculation sheet should also be sent to him along with the letter conveying the sanction of pension. The retiring employees may take up the matter with Deputy General Manager and Circle Development Officer, if the calculation sheets are not provided to them or when discrepancies, if any, are noticed in the calculation sheets.


3.5.4 Voluntary Cessation of employment
(Para 33 of of CDO:IR:SPL:91 DATED 06.06.2005)

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

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

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

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

5. If an employee again absents himself for the second time within a period of 30 days without submitting any application and obtaining sanction thereof, after reporting for duty in response to the first notice given after 90 days of absence or within 30 days period granted to him for reporting to work on his submitting a satisfactory reply to the first notice, a further notice shall be given after 30 days of such absence giving him 30 days time to report. If he fails to report for work or reports for work in response to the notice but absents himself a third time from work within a period of 30 days without prior sanction, his name shall be struck off from the rolls of the establishment after 30 days of such absence under intimation to him by registered post deeming that he has voluntarily vacated his appointment.

6. Any notice under this clause shall be in language understood by the employee concerned. The notice shall be sent to him by registered post with acknowledgement due. Where the notice under this clause is sent to the employee by registered post acknowledgement due at the last recorded address communicated in writing by the
employee and acknowledged by the bank, the same shall be deemed as good and proper service.

7. To stand the legal scrutiny, it is essential that the employee concerned is given opportunity at each stage to report back for duties/explain his absence to the satisfaction of the bank.

(CDO/P&HRD-IR/26 DATED 21/07/2005)

3.5.5 To Honour a retiring employee
(CC letter No. L&D/CDO/62/939 dated 06/12/2006)

A momento on Bank's behalf will be presented to staff members belonging to various cadres retiring on superannuation (Excluding Voluntary Retirement or Compulsory Retirement etc)

However, the following instructions are applicable to employees regardless of whether they are retiring on superannuation or otherwise:

i) Get-togethers at unit level in honour of employee at the time of Retirement on Superannuation/Voluntary retirement/Exit option should be arranged.

ii) Appreciation letters may be issued for the officials who are leaving the bank on Superannuation/Voluntary Retirement /Exit Option.
3.6 EXIT OPTION SCHEME


3.6.1. Objective:

The objective of the scheme is to provide an exit route to the employees in workmen category who feel frustrated and de-motivated due to lack of career prospects or any other reason which makes them frustrated or demotivated.

3.6.2. Period of Validity:

The scheme opened on 1st September 2006 and shall close on 31st March 2007. However, Central Office Human Resource Committee can review and close the scheme prematurely, if circumstances so warrant keeping in view the interest of the Bank, after giving a minimum of three months notice.

3.6.3. Eligibility:

A. For Clerical Cadre Employees

(i) The employee must have missed one or more promotional chances for promotion to next higher cadre and/or he/she has become junior to employees joining the Bank in the same cadre with or after him/her due to promotion of such employees to next higher cadre or any other reason which makes him/her frustrated or demotivated.

(ii) Minimum age on date of application - 50 years.

B. For Subordinate Cadre Employees

(i) Only those Subordinate cadre employees who do not possess the minimum qualification for promotion to higher cadre and are ineligible for promotion or those who possess the minimum qualification but have missed one or more promotional chance for promotion to the clerical cadre and/or he/she has become junior to employees joining the Bank in the same cadre with or after him/her due to promotion of such employee to higher cadre or any other reason which makes them frustrated or demotivated.

(ii) Minimum age on date of application - 50 years.

For this purpose a ‘chance’ shall mean that employee becomes eligible for promotion to the next higher cadre and is not promoted and thereby gets superseded by his/her juniors. The employee will also be deemed to have missed a chance and superseded by his juniors if he/she does not appear for the interview or abstains himself/herself from participating in the promotion exercise or where he/she had given his/her refusal in writing for promotion or he/she submitted a medical certificate for the date of test/interview for the promotion.

3.6.4. Ineligible employees:

(a) Employees appointed on contract basis.

(b) Employees against whom disciplinary proceedings for fraudulent/malafide action are pending/ contemplated or who are under suspension. This will also include
employees against whom action had been initiated by CBI, Police or Government Agencies/other law enforcing agencies. Employees against whom disciplinary proceedings are pending for gross misconduct, which are likely to result in his/her dismissal from service.

(c) Rendered ineligible due to any provision mentioned elsewhere in the scheme.

3.6.5. Notice period

(i) An employee opting for Exit Option will have to give 3 months notice. However, notice period should not exceed 4 months in any case. Salary in lieu of shortfall in notice period will not be accepted. *(CDO/IR/SPL/ 311 dated 30/10/2006)*

(ii) On acceptance of an employee’s application by the Bank, his/her date of relieving from service, will be decided by the Bank in keeping with administrative exigencies/convenience and advised in writing to him/her. He/she can withdraw the application for exit option till the last date of his/her service in terms of approval of exit option conveyed to him/her by the Bank.

3.6.6. Application

(i) An employee desirous to exercise Exit Option shall apply on the prescribed format *(Annex. 3.6)* during the period the scheme is kept open.

(ii) An acknowledgement *(Annex. 3.7)* will be given to the employee of having received his/her application under Exit Option scheme by the Branch Manager/Head of Department.

3.6.7. Ex-gratia :-

Besides normal terminal dues, an employee exercising the Exit Option shall be eligible for ex-gratia payment of salary for 50% of his/her remaining service up to the age of 60 years as on the date of exit (complete months) subject to a maximum of 36 months.

Salary will include:- Basic Pay + Stagnation increment + Special Pay + Professional Qualification Pay + Increment component of Fixed Personal Pay + Dearness Allowance thereon.

The amount of ex-gratia will be debited to Local Head Office. *(CDO/IR/SPL/ 311 dated 30/10/2006)*

In case of part-time employees, the salary for computing ex-gratia will be the pro-rata scale wages drawn by the concerned employee.

Ex-gratia and other terminal benefits will be paid within a period not exceeding 1 month from the date of release from service.

However, pension shall be payable to only those employees who are eligible for the same, in terms of SBI Employees Pension Fund Rules.

"Relevant date’ means the date on which employee ceases to be in service of the Bank as a consequence of his request under Exit Option.

The Employees seeking retirement/release under Exit Option Scheme will not be entitled to dispute the payments received under the Scheme on any ground whatsoever. The retiring employees and/or their nominees or legal heirs shall have no
right/claim/demands against Bank on any matter relating to the Scheme or claim appointment in the Bank on compassionate ground or otherwise.

3.6.8. **Income Tax**

In terms of Section 35DDA [37(i)] of the Income Tax Act the payments to employees under Exit Option would be an admissible deduction for the Bank.

The amount of Ex-gratia will be added to the employee’s income for the year and Income Tax will be deducted at the applicable rate.

3.6.9. **Acceptance/Rejection of Application**

(i) The Bank will have the sole discretion as to the acceptance or rejection of the request for retirement under the exit option scheme.

(ii) While exercising discretion to accept/reject applications under Exit Option Scheme, the decision shall not be discriminatory among employees who are similarly placed and the reasons therefor shall be recorded in writing.

3.6.10. **Authority Structure :**

(i) **Operating Guidelines**

The Dy. Managing Director & Corporate Development Officer is authorised to decide operating guidelines for the scheme.

(ii) **Sanction/Rejection of Application :**

The authority for sanctioning/rejecting applications received under ‘Exit Option’ will be Dy. General Manager & Circle Development Officer of the Circle for all branches/offices including Corporate Centre and its establishments, located in the geographical area of control of the Circle.

(iii) **Review and Closure of Scheme :**

The Central Office Human Resource Committee is authorised for review and closure of the scheme.

3.6.11. **Date of Effect :**

Retirement under the Exit Option shall become effective after approval of the Competent Authority is communicated to the applicant or on after expiry of notice period, whichever is later.

3.6.12. **Interpretation and Clarification :**

In case of any doubt/disputes as to the interpretation of any of the terms and conditions of the Scheme, the decision of DMD & CDO shall be final and binding on all the parties concerned. He will also be authorised to issue clarifications in regard to the scheme.

3.6.13. **Other provisions :**

(i) In case of employees who have been allotted residential accommodation, they can be permitted to retain the residential accommodation for a period not exceeding 2
months from the date of their exit. In such cases, 50% of the amount of ex-gratia, Bank's contribution to the provident fund and the amount of leave encashment subject to a maximum of Rs.5 lacs in aggregate will be retained till the date of surrender of the residential accommodation provided by the Bank.

(ii) Repayment of housing loan beyond the date of release from service under exit option shall be permitted. All other outstanding loans / advances will have to be repaid before effective date of retirement under the Exit Option failing which, the amount of ex-gratia and other terminal benefits payable to the employee will be appropriated towards the outstanding loans / advances and only the balance amount will be payable to the employee. Employee, whose outstanding loans are higher than the total terminal dues payable to him/her and if the employee is not in a position to close the loan accounts himself from his/her own resources then he/she will not be considered under the Exit Option Scheme.

(iii) The employee opting for Exit Option will not be eligible to become a member of Retired Employees Medical Benefit Scheme.

(iv) An employee, who exercises the Exit Option will not be eligible for re-employment in the Bank or its Subsidiaries / Associates / Joint Ventures (including offices outside India).

(v) As retirement/leaving the Bank's service under Exit Option Scheme is optional, it shall not be negotiable and shall not be deemed or construed as a subject matter of right or contract of service. It shall not be cited as precedent, custom, convention, usage or practice, anytime in future

(vi) As retirement/release of employees under Exit Option Scheme is optional, the employees seeking retirement under the Scheme will not be eligible for any salary in lieu of notice.

(vii) Release from service under Exit Option Scheme is independent of and without prejudice to the rights of the Bank to retire/remove, etc., an employee as per provisions contained in Awards and Bipartite Settlements.

(viii) The Bank reserves the right to modify, amend or cancel any or all of the aforesaid clauses and to give effect thereto from any date it may deem fit, and to terminate the scheme at any time.

(ix) The Bank intends to control the outflow according to its requirements. Towards this end, the Bank retains the discretion to limit the number of employees who may be allowed to retire under exit option scheme in each cadre. Retirement/releasing employees under exit-option scheme shall not deem to have come into effect unless the decision of the competent authority has been communicated in writing.

(x) Inasmuch as the Exit Option is aimed at improving the level of morale in the Bank, and not at right sizing, the Bank will have the discretion to fill up the vacancies caused by retirements under the Exit Option.

(xi) The term "Service" for the purpose of Exit Option Scheme, shall mean the period during which an employee is/was on duty or on leave of any kind authorised by the Competent Authority.

(xii) Except to the extent provided specifically in this scheme the provisions of service conditions for workmen staff as contained in Awards, Bipartite Settlements and other instructions issued by the Bank from time to time will continue to apply in all respects.
3.7 OPERATING GUIDELINES FOR PROCESSING APPLICATIONS UNDER THE SCHEME

3.7.1. RECEIPT OF APPLICATION FORM

i) Please peruse the Exit Option scheme and the application form (Annexure 3.6 and Undertake preliminary scrutiny to see that applications are properly filled in and are complete in all respects.

ii) The application form should be obtained in duplicate.

iii) On receipt of application, an acknowledgement (Annex.3.7) should be given to the employee by the Branch Manager/Head of the Department/ other official who has been designated for this purpose.

iv) Immediately on receipt, applications should be entered in a separate register maintained for the purpose.

v) Write the serial number at which the application is entered at the top right hand corner along with Branch/Department stamp on both copies.

3.7.2. PROCESSING OF APPLICATION FORM

AT BRANCH/DEPARTMENT_______

i) Please accord top priority for scrutiny with speed.

ii) Verify the correctness of the particulars in all respects from service and other records.

iii) Please ensure that the applicant employee is not from the category of “ineligibles”.

iv) For this purpose, special attention to paragraphs containing eligibility/ineligibility criteria under Exit Option scheme should be given.

v) Eligibility/Ineligibility should be recorded on the form at appropriate place.

vi) Please scrutinise the application form and service records thoroughly in the context of the certificates to be furnished by the Branch/Department.

vii) The application forms duly scrutinised should be forwarded to the Controlling Authority/ Sanctioning Authority under the cover of a list, in duplicate, containing serial number, name and designation of the applicant on the day following the day of receipt of application by courier/special messenger or any other arrangement which is speedier.

viii) One copy of the application form is to be retained at branch/department where it is received.

ix) Verify whether the employee is eligible for pension/leave encashment.

3.7.3. PROCEDURE FOR SANCTION

i) Record the receipt of applications.
ii) Scrutinise the applications in the context of the certificates to be recorded i.e. status of disciplinary action angle/action initiated by law enforcing agencies etc.

iii) Confirm that the employee is eligible for the Exit Option.

iv) Maintain separate record in respect of applications that do not satisfy the eligibility norms.

v) Applications of eligible employees should be approved by the designated authority i.e. Dy. General Manager & Circle Development Officer.

3.7.4. **MONITORING & REPORTING**

During the period the Exit Option is open, Dy. General Manager & Circle Development Officer should submit a report on monthly basis to the Industrial Relations Department at the Corporate Centre, Mumbai. The report must reach Corporate Centre by 5th of the following month.

3.7.5. **COMMUNICATION ABOUT ACCEPTANCE OR REJECTION**

a) The office/department/unit which has received the application, should ensure that they receive the communication as to the acceptance/rejection in respect of all applications received and forwarded by them well within the notice period. In case of non-receipt of such advice, the matter should be immediately taken up with the controlling/sanctioning authority to ensure that the decision in respect of all applications received under the Exit Option is taken and the applicants are suitably advised.

b) On receipt of the advice of the designated authority, the Branch Manager/Head of Department who had originally received the application, will communicate the decision of the designated officer to the employee against acknowledgement, which may be kept in service file of the applicant. The format of the letter to be addressed to the employee in this connection is enclosed (Annexure 3.15). The Branch Manager/Head of Department should note to advise:

(i) the eligible employees who are permitted to leave the Bank under Exit Option, about the acceptance of their request, the date of their relief from the duties.

(ii) the ineligible employees with specific reason for the ineligibility.

c) In case, an application is rejected due to disciplinary or any other action contemplated/pending against the employee, he/she should be advised of the same.

d) In case of administrative offices as the Head of the Department and the Salary Disbursing Authority are different, the Head of the Department should endorse a copy of the communication addressed to employees mentioned at serial no. 5(b)(i) above, to the Salary Disbursing Authority to enable the later to arrange for the payment of ex gratia, leave encashment, Provident Fund, Gratuity and Pension as applicable.

3.7.6. **ACCOUNTING PROCEDURE**

The employees permitted to be released under Exit Option are eligible for following benefits:

i) **Ex gratia amount**
ii) Encashment of balance of privilege leave as per rule, i.e 100% of balance in case the employee has completed 20 years of pensionable service and 50% of balance in case he/she has not completed 20 years of pensionable service.

iii) Gratuity as per Gratuity rules

iv) Provident Fund as per PF rules

v) Pension (if minimum pensionable service of 20 years is put in), including commuted value of pension, if opted

All the above benefits will be available only if the employee is otherwise eligible under the service conditions/extend instructions as in the case of normal retirement. The extend instructions in regard to accounting of the payments to be made to the employees on account of retirement should be followed.

As the ex-gratia is to be paid with reference to the salary for the month in which the employee will be relieved from the Bank under this Scheme, the 'salary disbursing authority' shall be the competent authority to compute, sanction and pay the amount of ex gratia under the Exit Option Scheme.

3.7.7. MODE OF PAYMENT

The amount of ex gratia, leave encashment should be credited to the Current/Savings Bank account of the employee and a suitable receipt (Annexure 3.8) be obtained. The payment should be effected within one month from the date of exit from the Bank. Income Tax is to deducted at applicable rate. The salary disbursing authority should ensure that all the loans and advances have been fully liquidated by the employee, including the housing loan from Pension is obtained from the amount of ex-gratia and/or other terminal benefits. In case the amount of outstanding of loans/advances is more than the amount payable, it must be ensured that the employee liquidates the loans/advances from his own resources.

3.7.8. ACCOUNTING FOR RETENTION OF 50% OF EX GRATIA AND OTHER TERMINAL BENEFIT

In respect of the employees whose request for retention of the physical facilities such as Bank's flat/quarter etc, for a period of two months after exit from the service under the scheme has been acceded to, 50% of the amount of ex gratia and the Bank's contribution to provident fund and the leave encashment in full (subject to a maximum of Rs.5.00 lacs) be withheld. The amount should be retained as a term deposit at staff rate in the name of the employee for 2 months and Bank's lien marked on it. The lien shall be cancelled when the physical facility is surrendered by the employee to the Bank.

3.7.9. DEDUCTION OF INCOME TAX AT SOURCE

Income Tax at source should be deducted, wherever applicable. The extant provisions are:

Ex gratia : TDS at the applicable rate.
Leave encashment: Exempted from income tax for payments up to Rs 3,00,000/-
Payment of Gratuity, Provident fund and commuted value of Pension are in the
nature of terminal benefits and hence, are exempted from income tax.

3.7.10. PAYMENT OF SALARY AND ALLOWANCES

The employee who has been permitted to leave the Bank under Exit Option will draw
Salary and allowances up to the date of his/her discharge from the Bank.

3.7.11. GENERAL

(i) If, before the relevant date i.e. the date of release under the Exit Option, it comes to
the notice of the Bank that any disciplinary action or any other action, which renders
the employee ineligible under the scheme is warranted against the employee, the
Bank has a right to withdraw the acceptance advised earlier to the employee. In
such cases, the employee should be advised on or before the relevant date that, in
view of the contemplated disciplinary action/any other action
pending/contemplated against the employee, the acceptance stands withdrawn
and the employee continues to be in the service of the Bank and that appropriate
action will be initiated/taken against him/her.

(ii) An employee who is a member of SBI Employees’ Mutual Welfare Scheme and whose
application for release from service under Exit Option scheme is accepted has to
deposit welfare fund contribution till the date of his/her superannuation from his/her
last salary. If he/she fails to do so, his/her welfare fund account will become irregular
rendering him/her ineligible for any benefit under the scheme.
### ANNEXURE-3.1

MONTHLY/ 4th MONTHLY REPORT ON CLERICAL/SUBORDINATE CADRE EMPLOYEE ON PROBATION FOR THE MONTH OF ..........................

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Name</td>
<td>:</td>
</tr>
<tr>
<td><strong>2.</strong> Date of joining the service</td>
<td>:</td>
</tr>
<tr>
<td><strong>3.</strong> Nature of duties performed</td>
<td>:</td>
</tr>
<tr>
<td><strong>4.</strong> Ability</td>
<td>:</td>
</tr>
<tr>
<td><strong>5.</strong> Conduct</td>
<td>:</td>
</tr>
<tr>
<td><strong>6.</strong> General remarks</td>
<td>:</td>
</tr>
</tbody>
</table>

SATE BANK OF INDIA  
Branch :  
Date :  
Signature ................................................  
Designation ...........................................  
Department .............................................
ANNEXURE-3.2(A)

PERFORMANCE APPRAISAL REPORT
FOR CLERICAL CADRE AS ON 31ST MARCH 20__

Name in full
Shri/Smt./Km/__________________________  P.F. Index No.______________________

Educational Qualification_________________  Date of Birth______________________

Joined the Bank as_______________________  On_________________ (Date)

Present Designation_______________________  Since_________________ (Date)

Place of Posting______________________  (Br./Off.)Since_________________ (Date)

REPORT ON WORK AND CONDUCT
(Marks awarded to be stated in relative dockets)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Parameters (Factors to be considered as on reverse)</th>
<th>Reporting Authority</th>
<th>Reviewing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct (Behaviour with customers, peers, juniors and seniors)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Quality of work (including comfort with technology and adherence to time schedules)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Time discipline (Leave / Punctuality)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Special Contribution to work / business, if any (Please enumerate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>General Remarks (with potential for shouldering higher responsibilities) (Descriptive)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Reasons for variation to be stated.

____________________________________________________
(Name & Designation of Reporting Authority)

Branch/Office______________________________

Date______________________________________

____________________________________________________
(Name & Designation of Reviewing Authority)

Branch / Office______________________________

Date______________________________________

Note: Adverse remarks should be advised in writing by the Reviewing Authority and a copy should be attached to this report.
Annexure 3.2(B)

REVERSE OF PAR (A/S)/1

CLERICAL STAFF

FACTORS TO BE CONSIDERED UNDER VARIOUS PARAMETERS

(A) CONDUCT

- Courtesy, etiquette displayed in dealing with customers.
- Customer orientation and concern for customers
- Sincerity and integrity.
- Uprightness and straight-forwardness.
- Support to seniors, peers and juniors and gaining their respect.
- Contribution in Customer Relations Programme, Customer Service Committee meetings etc.
- Projection of Bank’s image
- Overall discipline in work, compliance of reasonable orders of Superiors and behaviour.

(B) QUALITY OF WORK

- Knowledge of job/functional areas and accuracy.
- Speed in work and completion of tasks within time schedule.
- Adherence and respect to systems and procedures.
- Understanding of rationale of work procedures and likely dangers in case of non-compliance.
- Understanding of and degree of comfort with which mechanisation /information technology related equipments/devices are used.

(C) TIME DISCIPLINE

- Self-discipline in day-to-day functioning.
- Punctuality in attending office and being available on his seat during working hours.
- Adherence to leave rules, including frequency of Privilege leave.

(D) SPECIAL CONTRIBUTION TO WORK/BUSINESS

- Business growth and profitability
- Assistance during Audit and Annual closing.
- Contribution in prevention/detection of frauds.
- Contribution in the area of computerisation, deposit mobilisation/Loan and Recovery Camps/Marketing of other products of the Bank/Cross selling of the products of the Associates/Community Service.
- Effective use of Staff Suggestion Scheme/Quality Circles particularly for improving customer service and smooth workflow etc.
- Efforts in propagating use of Official Language.
- Achievements in Sports/Literature/Art/Competitions organised by the Bank.

(E) GENERAL REMARKS

- On the basis of an overall assessment of the employee’s performance, including potential and suitability for shouldering higher responsibilities, as also areas not specifically covered by any of the parameters enumerated above.

(F) OTHER INSTRUCTIONS: -

Marks are to be given out of a maximum of 10 marks, 2 marks each.
ANNEXURE 3.3(A)

PERFORMANCE APPRAISAL REPORT
FOR SUBORDINATE STAFF AS ON 31ST MARCH 20 __

Name in full _____________________________
Shri/Smt./Km/ P.F. Index No.______________________
Educational Qualification___________________ Date of Birth_____________________
Joined the Bank as______________________ On______________________ (Date)
Present Designation______________________ Since______________________ (Date)
Place of Posting__________________________ (Br./Off.)Since_______________ (Date)

REPORT ON WORK AND CONDUCT
(Marks awarded to be stated in relative dockets)

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Parameters (Factors to be considered as on reverse)</th>
<th>Reporting Authority</th>
<th>Reviewing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Conduct (Behaviour with customers, officers and staff)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Responsibility towards Duty / Work</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Time discipline (Leave/Punctuality)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Special Contribution to work / business, if any (Please enumerate)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>General Remarks (including employee’s desire to acquire knowledge and skills) (Descriptive)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* The report will be reviewed if an employee is awarded 5 or less marks by the Reporting Authority.

(Name & Designation of Reporting Authority)
Branch / Office________________________
Date________________________________

(Name & Designation of Reviewing Authority)
Branch / Office________________________
Date________________________________

Note: Adverse remarks should be advised in writing by the Reviewing Authority and a copy should be attached to this report.
Annexure 3.3(B)

REVERSE OF PAR (A/S)/2

FACTORs TO BE CONSIDERED UNDER VARIOUS PARAMETERS

(A) CONDUCT
- Courtesy, etiquette displayed in dealing with customers.
- Sincerity and integrity.
- Support to seniors, peers and gaining their respect.
- Projection of Bank’s image
- Overall discipline in work, compliance of reasonable orders of Superiors and behaviour.

(B) QUALITY OF WORK
- Knowledge of job/functional areas.
- Speed in work and completion of tasks within time schedule.
- Adherence and respect to systems and procedures.

(C) TIME DISCIPLINE
- Punctuality in attending office and being available during working hours.
- Adherence to leave rules, including frequency of Privilege leave.

(D) SPECIAL CONTRIBUTION TO WORK/BUSINESS
- Business growth and profitability
- Assistance during Audit and Annual closing.
- Contribution in prevention/detection of frauds.
- Contribution in deposit mobilisation/loan and recovery camps/marketing of other products of the Bank/community service

(E) GENERAL REMARKS
- On the basis of an overall assessment of the employee’s performance including employee’s desire to acquire knowledge and skill, as also areas not specifically covered by any of the parameters enumerated above.

(F) OTHER INSTRUCTIONS :-

Marks are to be given out of a maximum of 10 marks, 2 marks each.
ANNEXURE-3.4

WORKMEN STAFF REVIEW OF EFFICIENCY

A  BIO-DATA

1. Name : ______________________________
2. Designation : ______________________________
3. Date of birth : ______________________________
4. Appointed in the Bank as : ______________________________
5. Date of Appointment : ______________________________
6. Date of admission to Pension Fund : ______________________________
7. Date on which the employee Attains 58 years of Age : ______________________________

B.  SERVICE RECORD

(For 3 immediate preceding years) YEAR YEAR YEAR

Work ______________________________
Conduct ______________________________
Adverse remarks, if any, in the service record and whether these have been pointed out to the employee ______________________________

C.  GENERAL

Has any disciplinary action (whether involving vigilance angle or otherwise) been taken/initiated against the employee during the last 3 years? If so, the nature of the misconduct and punishment inflicted may be furnished. In respect of pending disciplinary proceedings, the present position may be indicated ______________________________

D.  STATE OF HEALTH

Nature of illness/Reasons for leave

State of the employee's health and Particulars of major ailment(s), if any, he has suffered during the Last 3 years based on medical Bills/reports/leave applications ______________________________

E.  RECOMMENDATIONS:

Please give specific recommendations ______________________________
(in case the employee is considered not suitable for continuing in service, specific reasons therefor should be given).

Date:

Branch Manager/Head of the Deptt.

RECOMMENDATIONS OF THE CONTROLLING AUTHORITY

Place:

Date:

Signature of the Controlling Authority

DECISION OF THE COMPETENT AUTHORITY

Place:

Date:

Signature of the Controlling Authority
ANNEXURE-3.5

OPTION LETTER TO BE OBTAINED FROM THE ELIGIBLE MEMBERS WHO ARE ELIGIBLE FOR ADMISSION TO THE PENSION FUND

Place : _________
Date : _________

Branch Manager/Asst. General Manager (Office Administration),
State Bank of India, ________________________

PENSION BENEFITS

With reference to Head Office Staff Circular No. 22 of 1997-98, dated 10.06.1997, I desire to exercise the option of

*i) Continuing in existing gratuity scheme

*ii) (a) being admitted to membership of the State Bank of India Employees’ Pension Fund.

(b) I agree to refund to the Bank any gratuity amount paid in excess of that payable under the Act.

The option given by me is irrevocable.

(Signature) ________________________
Name : ________________________
(in block letters)
Nature of appointment ________________________

* Strike out whichever is not applicable.
APPLICATION FOR EXIT OPTION
(To be submitted in duplicate)

From
Name :
Designation :
Branch/office :
To,
The Branch Manager/Head of Department,
State Bank of India,

APPLICATION FOR EXIT OPTION

I ______________________ son/daughter/wife of Shri __________________ hereby apply under
the Exit Option scheme and seek voluntary release from Bank’s service as from the close of
business on the ________.

My service particulars are as follows:
1. Name :
2. PF Index No. :
3. Cadre :
4. Designation :
5. Category : General/ SC/ST/ OBC
6. Present posting :
7. Date of Birth :
   Age as on the date of application : ___ years ___ months
8. Joined the Bank on :
   As :
8A. Reasons for seeking exit from the bank :

9. Provident Fund balance as per latest statement dated ______:
   Bank’s contribution Rs__________
   Member’s contribution Rs__________

10. Details of loans/liabilities to Bank/ Cooperative Societies:
   (please enclose latest salary slip and PF statement)
11. How are these to be liquidated? :
12. Whether allotted Bank’s flat/quarter, if so details thereof:
13. I declare that

(i) I have not availed of the benefit of any of the Voluntary Retirement/Exit Option in the past, in any organisation, before joining the Bank;

(ii) No disciplinary action is pending or contemplated against me to the best of my knowledge. The details of disciplinary action pending/contemplated against me are as under:-(please delete the statement not applicable)

..........................................................................................................................
..........................................................................................................................
..........................................................................................................................

14. In the event of Bank acceding to my request for voluntary release from service under the Exit Option, I undertake to liquidate all loans/advances granted to me (except Housing Loan), before the effective date of my release from the Bank. In the event of my failure to do so, I authorize the Bank to appropriate all the dues payable to me by the Bank towards the liquidation of these loans/advances. I further declare that such appropriation would be deemed as valid discharge of the Bank’s obligations to that extent. I also understand that in case the total amount of terminal dues/ex-gratia amount payable to me is insufficient to liquidate/repay the aggregate loan amount/outstanding dues of the Bank and I am also unable to close the loan accounts from my own resources then, my application for Exit Option Scheme will not be considered.

15. In the event of the Bank acceding to my request for voluntary release from service under Exit Option, I undertake to vacate the residential accommodation and other facilities (if any) provided to me by the Bank.

16. I am aware that the acceptance or rejection of my request for Voluntary release from service under Exit Option is at the absolute discretion of the Bank.

17. I am aware that no voluntary release from service under Exit Option shall be deemed to have come into effect unless the decision of the Competent Authority as to the acceptance of the request for release from service has been communicated in writing and I have been relieved from my duties to the satisfaction of the Bank.

18. I undertake that on account of my release from the Bank under the Exit Option scheme, I will have no further claims and/or rights on the Bank except for the payment of benefits under Exit Option.

19. I undertake that on account of my voluntary release from service under Exit Option scheme, I have no right to claim for compassionate appointment/any other benefit.

20. I am aware that in case of dispute as to the interpretation of any of the terms and conditions of the Exit Option, the Bank’s decision shall be final and binding on me.

21. I agree that the Bank has right to modify, amend or cancel any or all of the clauses of the Exit Option and to give effect thereto from any date the Bank may deem fit.

22. I declare that no case/ action has been initiated against me by Government Agencies/other Law enforcing agencies.

23. I declare that the particulars/information furnished herein above are true and correct.

Further, I am aware, should any of these particulars/information turn out to be incorrect/false, I am liable to be declared ineligible under the Exit Option, without prejudice to Bank’s other rights in this regard.
Yours faithfully,

Signature

Name: _______________________
Designation: ______________
Branch/Dept.:/Circle/SBU/
Corporate Centre Estt.:_______
Employee No., if any: ______
Date: _____________________
Place: _____________________
Tel No.: Office
Residence
Mobile

INSTRUCTIONS FOR FILLING UP THE FORMS
I) Incomplete forms are liable for rejection.
J) Name should be spelt as it appears on Provident Fund statement.
K) All the particulars must be filled in correctly & properly.
L) Overwriting and/or obliteration not allowed.
M) The particulars such as General/SC/ST/OBC are for statistics only.
ANNEXURE 3.7

ACKNOWLEDGEMENT

Received an application from Shri/Smt./Kum. __________________________ for voluntary release of service under Exit Option on __________________________. He/she is requested to please note that the application is being forwarded to the Competent Authority through proper channel for consideration. Meanwhile, unless and until decision of the Competent Authority is communicated to him he/she will continue to be in the Bank's service and report for duty as usual.

Place : __________________
Date : ________________  Branch Manager/Head of Dept.
ANNEXURE .3.8

FORMATS OF VARIOUS RECEIPTS

Rs.__________________
Received from the Trustees of State Bank of India Employees Provident Fund the sum of 
Rupees _______________________________ (in words) being the balance at my credit in 
the Fund with interest thereon to the date of my leaving the Bank's service. 

Revenue Stamp 
Place ________________ 
Date ________________

(Signature)

Place ____________
Date ____________

Received from the State Bank of India a sum of Rs. ________________ Rupees 
________________________ only) being the amount of Gratuity 
sanctioned to me by the Chief General Manager in terms of the provisions of payment of 

Revenue Stamp 
(Signature of Employee)

Place ________________
Date ________________

Received from the State Bank of India a sum of Rs. ________________ Rupees 
________________________ only) being the amount of Exgratia 
sanctioned to me on release from Bank's service under Exit Option Scheme.

Revenue Stamp 
(Signature of Employee)

Place ________________
Date ________________

Received from the State Bank of India a sum of Rs. ________________ Rupees 
________________________ only) being the amount of Leave 
Encashment sanctioned due to me on release from Bank's service under Exit Option Scheme.

Revenue Stamp 
(Signature of Employee)
ANNEXURE 3.9

Application for Payment of Gratuity

To,
The Chief General Manager
State Bank of India

Dear Sir,

PAYMENT OF GRATUITY

I have applied for release from service under the Exit Option Scheme. In case the Bank accedes to my request, I request you to please arrange to pay me the gratuity in terms of extant instructions on the relevant date.

Thanking you,
Yours faithfully,

(                          )
Name: ____________________
Designation: ______________
Branch/Dept./Circle/SBU/
Corporate Centre Estt. ______
Employee No., if any: _____
Tel. No./Intercom. No._______
Date: ________________
ANNEXURE 3.10

Application for payment of Provident Fund

To,
The Trustees of the
SBI Employees' Provident Fund,
State Bank of India,
Corporate Centre,
MUMBAI

Dear Sir,

SBI EMPLOYEES' PROVIDENT FUND
INDEX No.________________________

I have applied for Voluntary release from service under the Exit Option Scheme. In case the
Bank accedes to my request, I request you to please arrange to refund the balance standing
to my credit in the above Fund to me along with interest thereon as per SBI Employees’
Provident Fund Rules.

Thanking you,

Yours faithfully,

(                              )
Name: ________________________
Designation: ______________
Branch/Dept./Circle/SBU/
Corporate Centre Estt. ___________
Employee No., if any: ______
Tel. No./Intercom. No.__________
Date: _____________________
ANNEXURE 3.11

Application For Payment of Pension

To,
The Trustees of the
SBI Employees’ Pension Fund,
State Bank of India,
Corporate Centre,
MUMBAI

Dear Sir,

SBI EMPLOYEES’ PENSION FUND
P. F. INDEX No. ____________

I have applied for Voluntary release from service under the Exit Option Scheme. In case the Bank accedes to my request, I request you to please arrange to pay me the monthly pension if I am eligible for the same in terms of SBI Employees Pension Fund Rules.

2. I wish to draw my pension from ______________ Branch, Code No. _____ in ______ Circle.

3. I opt to commute _____________ (portion) of my pension. I do not opt to commute my pension (Please delete the statement not applicable).

Thanking you,

Yours faithfully,

(                                 )
Name: ________________________
Designation: ______________
Branch/Dept./Circle/SBU/
Corporate Centre Estt. ____________
Employee No., if any: ______
Tel. No./Intercom. No.__________
Date: _____________________
ANNEXURE 3.12

Application for Encashment of Leave

To,
State Bank of India
_________________
_________________.

Dear Sir,

ENCASHMENT OF LEAVE

I have applied for Voluntary release from service under the Exit Option Scheme. In case the Bank accedes to my request, I request you to please sanction encashment of the privilege leave due to me at the time of my retirement as per extant instructions.
Thanking you,

Yours faithfully,

(__________________________)
Name: _______________________
Designation: ___________________
Branch/Dept./Circle/SBU/_________
Corporate Centre Estt. _____________
Employee No., if any: _______
Tel. No./Intercom. No.___________
Date: _________________________
ANNEXURE 3.13

FORMAT FOR SCRUTINY OF APPLICATION BY
BRANCH MANAGER/HEAD OF DEPARTMENT

Name of the Employee
Designation
P. F. Index No.

I. Date of admission to Pension Fund :
II. Date up to which his/ her service counts for pension : ___years ___ months
III. Extra-ordinary leave on loss of pay availed (throughout service period :
IV. Unauthorised absence (condoned and/or not yet condoned by competent authority) :

V. Pensionable service excluding extraordinary leave and Unauthorised absence

VI. Disciplinary/Vigilance case pending/contemplated, if any :

VI. Particulars of salary :
   i) Basic Pay
   ii) Stagnation Increment
   iii) Special Pay
   iv) Professional Qualification Pay
   v) Increment component of FPP
   vi) DA thereon

   TOTAL

   50% of Balance service left from the date of proposed release under exit option or 36 months
   (whichever is less)

VII. Balance of privilege leave as on _____ : ______months ___days

IX. Year of non-selection for promotion :

X. Ex gratia amount payable Rs _____________

Certified that

a) The application has been received from the employee when he/she became eligible as per Exit Option Scheme.

b) The employee is not from the category of ineligibles.

c) The particulars mentioned in the application by the employee have been checked and are found to be correct as per Bank’s record.

d) Bank’s record as well as the discreet enquiries in this regard indicate that the employee has not availed of the benefit of voluntary retirement scheme in any other organisation in the past.

e) No disciplinary action is pending/contemplated against the employee nor the employee is placed under suspension. The undernoted disciplinary proceedings is/are initiated/ contemplated/pending against the employee. (Please delete the statement not applicable.)

........................................................................................................................................
........................................................................................................................................
........................................................................................................................................

f) As per information available there is no case and/no action against the employee instituted by any Government /other Law enforcing agencies.
Recommendations

(A)* We confirm that Shri/Smt./Kum. ___________ satisfies the eligibility norms and recommend that his/her request for release from service under Exit Option may be acceded to and he/she be permitted to leave the Bank's service as at the close of business on the ________ under Exit Option.

(B)* The request of the employee may be declined for the following reasons:

(*) strike out whichever is not applicable, under authentication.

Date : Signature of the Branch Manager/Head of the Department
ANNEXURE 3.14

CALCULATION SHEET

1. Name of the employee :
2. Designation :
3. Branch/Office :
4. P.F. Index No. :
5. Cadre: Clerical/Subordinate
6. Date of birth :
7. Particulars of monthly salary as on the date of submitting application under the scheme

Basic pay :
Stagnation increment(s) :
Special Pay
Professional Qualification Pay :
Increment component of FPP :
DA : ______
Total ______ (A)

8. Age as on the date of release under the Exit Option Scheme : ______ Years _____months
9. 50% of service remaining up to the age of 60 years (in complete months) : ________ months
   (maximum 36 months) (B)
10. Ex gratia payable is A x B : Rs ______________

   Sanctioned ex gratia payment of Rs ________ (Rs _____________________________ )
   (maximum 36 months). Income-tax to be deducted at source at
   the applicable rate.

Branch Manager/
Head of Department/Establishment
To,
Shri/ Smt. __________

Date:

Dear Sir/Madam,

Your application dated for voluntary release from service under Exit Option
With reference to your application for voluntary release from service under Exit Option we advise as under:

Your request for release from service under the Exit Option has been accepted by the designated authority and you will be relieved of your duties as at the close of the business of _________.

OR

You are ineligible for the following reason(s):

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(SDL out whichever is not applicable under authentication)

2. Please acknowledge receipt of this letter.

Yours faithfully,

(Branch Manager/Head of the Department/ Establishment)
### ANNEXURE 3.16

**EXIT OPTION**  
**PROGRESS REPORT OF RECEIPT OF APPLICATIONS**  
AS ON ______________________

<table>
<thead>
<tr>
<th>Category</th>
<th>No. of applications received during the month</th>
<th>Cumulative no. of applications received</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Clerical</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Assistant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Senior Asstt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Special Asstt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iv) Others</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Subordinate</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Messengerial</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Watch &amp; Ward</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Menial and others</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER 4

SETTLEMENTS BETWEEN STATE BANK OF INDIA AND ALL INDIA STATE BANK OF INDIA STAFF FEDERATION ON PROMOTIONAL AVENUES/ CAREER PROGRESSION, TECHNOLOGY, REDEPLOYMENT/ TRANSFER OF WORKMEN STAFF/EMPOWERMENT OF STAFF AND OTHER ISSUES

(The extant provisions of settlement dated 22nd July 2003 arrived at Bank level with the All India State Bank of India Staff Federation on Technology, Redeployment/Transfer of Staff and other issues shall remain unchanged and shall remain operative under Eighth Bipartite Settlement on Wage Revision)

(Para 32 of CDO:IR:SPL:91 DATED 06.06.2005)

4.1A Memorandum of Settlement dated 22nd July, 2003 between State Bank of India and All India State Bank of India Staff Federation on Promotional Avenues / Career Progression for Workmen Staff (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)

It is hereby agreed as follows :

i) The Bank would utilize the services of employees redesignated/appointed to higher in-cadre positions, if so required, to perform multiple jobs on the same day.

ii) Employees holding the charge of cash and valuables will have to manage the Cash Department and have to work both as receipts and payments cashiers.

iii) Cash and valuables including security documents/instruments may be accepted/paid within the Branch/other premises or at other locations identified by the Bank including customers’ place within the business hours or outside business hours as per Bank’s needs with a view to popularizing Home Banking of all types and in all forms. Wherever cash/valuables including security documents/instruments are handled at locations outside the Bank’s offices/branches, Bank would arrange appropriate insurance cover including the employee depending upon its risk perception and at its own cost.

iv) The Bank may prescribe fixed or flexible working hours depending upon its business needs and delivery of services either within the branch/office premises or outside locations with a view to facilitating the Bank in developing and implementing appropriate sales and marketing strategies and delivery channels/alternate delivery channels for servicing its clients in respect of its new products and services and also those of life/general insurance, mutual funds, credit cards etc. launched by its subsidiaries and other agencies as well as recovery of its dues.

v) The bank may also require the employees to proceed on deputation to other branches at short notice to meet the needs of administration.

vi) Employees appointed as Head Messengers/Senior Head Messengers etc., would have to perform the work of duftary/Xerox machine operator/messenger etc. Similarly, Head Sweepers and Senior Head Sweepers would have to perform the work of cleaning, sweeping and dusting etc.
vii) The Bank may at its discretion fix business hours at all branches/offices depending upon its business needs and requirements.

viii) The Federation would fully cooperate with the Bank in all its attempts to prevent frauds and income leakages.

ix) The Federation agrees in principle to review the duties/responsibilities prescribed for special pay carrying positions when revision of special pay is decided at the industry level and consequentially at Bank level. Until such time, the Senior Assistants will perform the duties of Head Assistants (Accounts and Cash), Tellers and Computer Operators. Similarly, Special Assistants will perform the duties prescribed for Workmen Head Cashiers and Special Assistants in terms of the Settlement dated 15th March, 1993. These employees viz. Senior Assistants will perform their duties on line at fully computerized branches and also, manually whenever required at these branches. Computer Operators will perform, on line, as at present, all the duties of clerical cadre and also, whenever necessary, manually. However, the Bank and the Federation through mutual consultation may change the role and responsibilities of any special pay carrying positions to meet the emerging needs of the Bank and pending implementation of the re-engineered business processes and systems, the role, duties and responsibilities including entrustment of financial powers shall be governed by the Settlement dated 22nd July, 2003 on Technology, Redeployment/Transfer of Staff and Other Issues.

x) The employees appointed to higher positions within-the-cadre and transferred in terms of the scheme for career progression herein agreed will not be eligible for any additional benefits.

xi) There shall be no further appointment to in-cadre special pay carrying positions of Computer Operator and out of cadre Computer Programmer-cum-Operator in JMGS I Grade and the existing Computer Operators and Computer Programmer-cum-Operators may be utilized as per Bank's needs including as Single Window Operator within a zone in the case of Computer Operator and at any branch/office of the Bank as per the Bank's discretion in case of Computer Programmer-cum-Operator.

xii) It is agreed that the Bank may at its discretion give designation to the clerical cadre and subordinate cadre staff in terms of the policy that it may lay down from time to time reflecting the jobs/roles/duties/responsibilities they are discharging. The designations so given by the Bank would not, however, alter their basic characteristics as workmen in terms of existing laws applicable to such categories of staff. Bank may utilize services of employees in the manner it deems fit for duties relating to their substantive cadre and if so required they may be entrusted multiple jobs including jobs in substantive cadre posts on the same day, in house within the branch/office or off location identified by the Bank with appropriate insurance cover including that of the employee if cash and/or valuables are required to be handled as per its risk perception and at its own cost.

xiii) The Settlement is without prejudice to the Settlement on Technology, Redeployment/Transfer of Staff and Other Issues dated the 22nd July, 2003.

xiv) If any doubt/difficulty arises regarding interpretation of any of the provisions of the settlement, the matter will be clarified by the Corporate Centre after discussions with the Federation: pending clarification, the provisions of this settlement will be implemented.

xv) The Settlement shall be binding on the parties hereto for a period of five years. The terms and conditions hereof shall continue to govern and bind the parties hereto.
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.
MEMORANDUM OF SETTLEMENT DATED THE 22ND JULY, 2003 BETWEEN STATE BANK OF INDIA AND ALL INDIA STATE BANK OF INDIA STAFF FEDERATION ON TECHNOLOGY, REDEPLOYMENT /TRANSFER OF STAFF AND OTHER ISSUES

IT IS HEREBY AGREED AS FOLLOWS:

1. The provisions of this settlement will be in addition to and not in substitution of subsisting settlements for the time being in force and in case any terms of subsisting settlements are repugnant to this settlement, the terms of this settlement shall prevail.

2. The Bank may at its discretion undertake computerisation/mechanisation and adopt and bring into use latest technologies from time-to-time in an unrestricted manner as per Bank’s business needs and work requirements and also undertake all the required measures including those illustrated in Annexure I hereto to achieve vision of being a world class bank having operational efficiency and quality of service etc., comparable to international standards.

3. The Bank may at its discretion adopt/introduce latest technology, use latest equipments and devices, acquire/modify/change or discontinue businesses and business processes with the objective of improving profitability and maintaining/improving efficiency in operations and rendering excellent and world class customer service.

4. The Bank may at its discretion utilise the services of the staff for marketing and selling different products of the Bank and its subsidiaries/joint ventures or any other product of any agency/entity with whom the Bank may have arrangement, recovery of bad loans and such other activities as deemed fit by the Bank based on its business needs and requirements.

5. The Bank may at its discretion retrain/reskill the identified staff for the above purposes and offer them rewards/incentives and allowances (as per extant instructions) on a case-to-case basis as deemed fit by the Bank.

6. It is mutually agreed to between the parties to this Settlement that there is need for redeployment/transfer and placement of staff arising on account of changes in technology and/or work and work processes and to meet the needs of handling new items of work, operational efficiency, productivity and to meet deficit in staff complement identified by the Bank. In pursuance of this agreement a policy for redeployment/transfer of staff hereto is agreed to between the parties.

7. In partial modification of the understandings reached between the Bank and Staff Federation on the 30th January 1995 on payment of Special Compensatory Allowance, all permanent full-time employees and all permanent part-time employees drawing scale wages in the service of the bank as on the date of this Settlement and currently drawing Special Compensatory Allowance in terms of the said Understanding shall be paid additional Special Compensatory Allowance on stage-to-stage basis from the 1st October 2001.

8. Such of those permanent full-time and permanent part-time employees who are in the Bank’s service as on the date of this Settlement and who had joined the Bank’s service on or after 1st November 1993 and hence not eligible to receive any Special Compensatory Allowance in terms of the understanding reached on the 30th January
1995 shall be paid Special Compensatory Allowance on stage-to-stage basis with effect from the 1st October 2001.

9. Employees who are in receipt of Special Compensatory Allowance as per Annexure III and are in the Bank’s service as on the date of this settlement will be paid Special Compensatory Allowance corresponding to the stage of pay to which the employee belongs.

10. The Special Compensatory Allowance, as hitherto, will not rank for DA, CCA, HRA and superannuation benefits etc.

11. The Special Compensatory Allowance as mentioned above will not undergo any revision on the revision of pay scales or allowances.

12. There shall be no retrenchment of staff on account of adoption of latest technology from time-to-time including measures illustrated in Annexure I.

13. If any doubt/difficulty arises regarding interpretation of any of the provisions of the settlement, the matter will be clarified by the Corporate Centre after discussions with the Federation: pending clarification, the provision of this settlement will be implemented.

14. The settlement, unless provided otherwise shall come into force from the date hereof and shall be binding on the parties for 5 years. The terms and conditions thereof shall continue to govern and bind the parties even thereafter unless the settlement is terminated by either party giving, to the other, statutory notice as prescribed in Law for the time being in force.

15. The Federation shall extend its fullest co-operation for continuing improvements in the fields of productivity, customer service, operational efficiencies and in implementation of all the provisions hereof.

16. Copies of the Memo of Settlement will be jointly forwarded to the parties to the authorities listed in Rule 58 of the I.D. (Central) Rules 1957 so that terms and conditions thereof are binding on the parties as provided in Law.

In witness whereof, the parties hereto have executed these presents at Mumbai on the day, month and year first above written.
4.2 **MEMORANDUM OF SETTLEMENT DATED THE 23rd October, 2006, BETWEEN STATE BANK OF INDIA AND ALL INDIA STATE BANK OF INDIA STAFF FEDERATION ON CAREER PROGRESSION OF STENOGRAPHERS, RECORD KEEPERS-CUM-CASHIERS, ELECTRICIANS, SANITARY FITTER, A.C. PLANT ATTENDANTS AND S.T. PLANT ATTENDANTS**

It is hereby agreed to that a career progression scheme for the above mentioned category of employees may be agreed upon as provided for in other chapters of this book and there would be commensurate increase in responsibilities of clerical staff and enlargement of duties in respect of subordinate staff as detailed in relevant chapters of this book.

Parties agree that unless otherwise provided, the revised Settlement shall remain in force and shall be binding on the parties for a period of 5 years from the date of signing the settlement. The terms and conditions thereof shall continue to govern and bind the parties even thereafter unless the Settlement is terminated by either party giving to the other statutory notice as prescribed in law for the time being in force.

The Federation shall extend its fullest cooperation for implementation of the terms and conditions of the Settlement at branches/offices of the bank and also collaborate in improvement of productivity, customer service, and operational effectiveness of the Bank and in implementation of all the provisions thereof.

It is also agreed that operating guidelines for implementation of the terms of the settlement shall be issued by Corporate Centre.

If any doubt/difficulty arises regarding implantation of any of the provisions of the Settlement, the matter will be clarified by the Corporate Centre after discussions with the Federation; pending clarification the provision of the Settlement will be implemented.
MEMORANDUM OF SETTLEMENT DATED THE 23rd October, 2006, BETWEEN STATE BANK OF INDIA AND ALL INDIA STATE BANK OF INDIA STAFF FEDERATION ON TECHNOLOGY, REDEPLOYMENT/TRANSFER AND OTHER ISSUES

It is agreed upon that the provisions of settlement dated 22.7.03 be modified on issues like the period of deployment, exemption of age criteria, transfer on completion of tenure, protection of HRA/CCA etc. the details of which are provided in other relevant chapters of this book.

The relevant date for eligibility for redeployment/transfer will be 1st June of each year from the year 2007-08.

The provisions of this settlement unless otherwise provided will not supersede subsisting settlements for the time being in force.

Unless otherwise provided, the revised Settlement will remain in force and shall be binding for a period of 5 years from the date of signing the settlement. The terms and conditions thereof shall continue to govern and bind the parties even thereafter unless the Settlement is terminated by either party giving to the other statutory notice as prescribed in law for the time being in force.

It is also agreed that operating guidelines for implementation of the terms of the settlement shall be issued by Corporate Centre.

If any doubt/difficulty arises regarding implantation of any of the provisions of the Settlement, the matter will be clarified by the Corporate Centre after discussions with the Federation; pending clarification the provision of the Settlement will be implemented.

The modified settlement will come into effect from Nov 1st 2006.
MEMORANDUM OF SETTLEMENT DATED THE 23rd October 2006, BETWEEN STATE BANK OF INDIA AND ALL INDIA STATE BANK OF INDIA STAFF FEDERATION ON EMPOWERMENT OF STAFF.

It has been agreed that

(i) The terms of this Settlement unless otherwise stated will not supersede any subsisting Settlements in operation in the Bank except to the extent as stated herein.

(ii) The Special Assistants, whether posted as Cash In-charge or otherwise working in any other position and the members of the marketing and outbound sales force set up at offices /branches or the Bank will in discharge of office duties actively contact new and existing customers and canvass business. In the course of this activity they may spend reasonable amount on entertaining the customers for which they will be reimbursed entertainment expenses up to ceiling prescribed in relevant chapter of the book.

(iii) All members of clerical staff will be required to undertake sales promotion and in connection therewith, shall have to call on existing and prospective customers for delivery of Bank's/Its Subsidiaries' products and offer advisory services.

(iv) To develop mass contact with customers, new and existing both, and in connection therewith they can claim reimbursement of conveyance expenses up to the extent as mentioned in relevant chapter.

(v) The Bank agrees to provide wider range of choice of newspaper or magazine that should be read by staff particularly those working as Cash In-charge at branches and are members of the marketing and Outbound sales force. The Bank agrees to reimburse cost of newspapers and magazines to these categories of staff up to a ceiling indicated in relevant chapter.

The reimbursements as above will be made on the basis of certificate to be signed by the concerned member of staff and it will not be necessary to produce bills in respect thereof. It is agreed that the reimbursement will be made on pro rata basis for those who are on leave for 7 days or more in a month. Those who are on un authorized leave or extra ordinary leave or are under suspension will not be eligible for the reimbursements.

(vi) The Business Process Re-engineering will also require Special Assistants, Senior Assistants or other members of staff to be entrusted with higher responsibilities. The federation agrees for implementation of In Branch Cash Handling System under the Business Process Re-engineering initiative, an important feature of which is that the concerned single window operator or any other member of staff handling the cash drawer will keep overnight custody of keys.

(viii) It is likely that with enlarged area of duties for those of the Special Assistants who are working as Cash In-charge, particularly those posted in metro and urban branches, there may be delays in closing cash on some days. Federation has agreed that for these categories of branches, the management proposal to increase working hours for the Special Assistants working as Cash In-charge will be discussed and finalized separately.

(ix) The Bank agrees to reimburse cost of brief case up to ceiling and periodicity as indicated in relevant chapter.

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(x) Bank has agreed that the Mid Academic Transfer allowance is raised to Rs.150/-pm up to the end of the academic year, subject to other terms and conditions which remain unchanged.

(xi) Parties further agree that unless otherwise provided, this Settlement shall remain in force and shall be binding on the parties for a period of 5 years from the date of signing the Settlement. The terms and conditions hereof shall continue to govern and bind the parties even thereafter unless the Settlement is terminated by either party giving to the other statutory notice as prescribed in law for the time being in force.

xii) The Federation shall extend it fullest co-operation for implementation of the terms and conditions of the Settlement at branches/offices of the bank and also collaborate in improvement of productivity, customer service, and operational effectiveness of the Bank and in implementation of all the provisions thereof.

If any doubt/difficulty arises regarding implementation of any of the provisions of the Settlement, the matter will be clarified by the Corporate Centre after discussions with the Federation, pending clarification the provision of the Settlement will be implemented.
CHAPTER 5

CLERICAL STAFF
OUT-OF-CADRE PROMOTIONS

There are four channels for promotion to officers in Junior Management Grade Scale I (JMGS - I) in the general cadre as under:

1. Trainee Officers channel
2. Fast Track channel
3. Normal channel
4. Seniority channel

5.1. APPOINTMENT OF TRAINEE OFFICERS

5.1.1. The Executive Committee of the Central Board in its meeting held on December 4th 2003 has approved the revision in the promotion policy for promotions to Trainee Officer for implementation with effect from the year i.e. 2003-04.

5.1.2. Promotion year:
Each financial year beginning April 1st and ending March 31st will be treated as a promotion year for conducting promotional exercise subject to availability of vacancies.

5.1.3. Vacancies:
In respect of each promotion year, vacancies to be filled up through promotion to Trainee Officers would be determined by the Dy. Managing Director & Corporate Development Officer keeping in view the staff indents & manpower plans, the business & productivity parameters, business targets for the ensuing year, retirements, Bank’s requirements and other relevant factors.

5.1.4. Date of effect of Promotions:
All the promotions under this policy would be effective from the date of approval of the promotions by the Appointing/Promoting Authority.

5.1.5. Date of Eligibility:
The date of eligibility will normally be the date of commencement of the promotion year. The Dy. Managing Director and CDO will have the authority to change the date of eligibility in exceptional circumstances and as per the needs of the Bank.

5.1.6. Eligibility Criteria:
The eligibility criteria for consideration for promotion to Trainee Officer is given below:

a) Service Eligibility Criteria:
Clerical cadre employees other than Record Keepers, Record Keepers-cum-cashiers, Godown keepers & Bill collectors, having put in 2 years service would be eligible to appear for the test.
The above service eligibility criteria would be the same for both General as well as SC/ST candidates.

b) **Educational Qualifications (minimum requirements):**

Graduation from a recognised university.

c) **Upper Age limit:**

As on the date of eligibility the candidates should be below the upper age limits as set out below to be eligible for promotion to Trainee Officer:

General Candidates - 35 Years  
SC/ST Candidates  - 40 years

d) **Number of Chances:**

The employees having exhausted three (3) chances or he reaches the prescribed age limit, whichever is earlier will not be eligible for consideration for promotion:

If an eligible employee does not appear for the written test, he will not be deemed to have exhausted a chance. But if after having appeared in the written test, an employee absents himself from the interview, he will be treated as having exhausted a chance.

e) **Debarment:**

The existing debarment policy will be applicable for all promotions. The employees debarred for promotion as a result of disciplinary action (contemplated/pending/concluded) will not be considered for promotion until the period of rigour is over in terms of the extant guidelines.

5.1.7. **Written test:**

a) For promotions under Trainee Officer’s, eligible employees would have to participate in a written test. The qualifying marks for the written test under the various channels would be as below:

General Candidates - 70%  
SC/ST Candidates  - 65 %

A common test would be held on a pre-appointed time and date in all the circles.

b) The preparation of question paper and evaluation of answer books may be arranged by the bank internally or through an outside agency like IBPS etc. who have experience in this area.

c) In order to enable employees to improve their performance, marks secured in the written test will be advised to the candidates.

5.1.8. **Zone of Selection:**

The scores obtained by all employees who score equal to or more than the qualifying marks in the written test would be placed in descending order and number of candidates equal to two times the number of vacancy for the respective channel.
would be short listed for the interview. The merit list in this regard would be based on All India merit.

In case more than one employee secures the marks equivalent to cut off mark, all such employees will enter the Zone of Selection even if the number exceeds the stipulated 2 times.

In terms of the Government Guidelines, reservations for SC/ST are applicable for promotions to Trainee Officers.

5.1.9. **Concessions for Ex-servicemen:**

Concessions available to ex-serviceman employees etc. as per govt. guidelines will continue to be available.

5.1.10. **Interview:**

The interviews will be conducted by a Committee appointed by the Promoting/Appointing Authority. Multiple Committees for the purpose may be formed, if required.

The marks for the interview and the minimum-qualifying standard therein would be as under:

<table>
<thead>
<tr>
<th></th>
<th>Maximum Marks</th>
<th>General Candidates</th>
<th>SC/ST Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15</td>
<td>30% (5 marks)</td>
<td>25% (4 marks)</td>
</tr>
</tbody>
</table>

5.1.11. **Process of Selection:**

A final merit list based on composite score of Performance appraisal, written test and interview taken in their assigned proportion, given below, will be drawn on the basis of marks awarded to all employees who score equal to or more than the minimum qualifying marks in the interview:

<table>
<thead>
<tr>
<th></th>
<th>15#</th>
<th>70</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance Appraisal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Written Test</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interview</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# For Performance Appraisal, aggregate marks given in the preceding 3 years annual reports divided by two will be taken.

In case more than one employee secures marks equivalent to cut off mark, all such employees should be taken to the final select list. These additional promotions should be adjusted from the next year’s vacancies.

5.1.12. **Fitness standard for promotion:**

A candidate will not be considered for promotion if he does not secure a minimum of 40% marks in aggregate of written test, interview and performance appraisal in the composite merit list.

5.1.13. **Medical Examination:**

Promotion to Trainee Officer will be subject to medical fitness of the officers selected for promotion.
5.1.14. **General:**

During a promotion year, a candidate may concurrently participate under the various channels for promotion as JMGS-I viz. Trainee Officer, Fast Track and Normal Channel for which he fulfils the eligibility criteria prescribed. Some of such candidates may qualify for promotion under more than one channel. However, they will have to choose for promotion under a channel of their choice. Thus some vacancies may remain unfilled in the other channels not opted for by such candidate(s). Such vacancies, if any, will not be filled during the same promotion year.

Clarification on the guidelines, if any, shall be given by the Deputy Managing Director & Corporate Development Officer in consultation with Central Human Resources Committee and his decision shall be final and binding on all concerned.

5.1.15. **Pattern of written test for Trainee Officer:**

a) For promotion as Trainee Officer the test pattern is as under:

<table>
<thead>
<tr>
<th>Pattern of Test for promotion as Trainee Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Paper I</strong> (Objective) (Multiple Choice)</td>
</tr>
<tr>
<td>Section I</td>
</tr>
<tr>
<td>General Knowledge (Awareness about Banking Environment))</td>
</tr>
<tr>
<td>Section II</td>
</tr>
<tr>
<td>General Banking</td>
</tr>
<tr>
<td><strong>Paper II</strong></td>
</tr>
<tr>
<td>Section A</td>
</tr>
<tr>
<td>General Banking (For &amp; Against)</td>
</tr>
<tr>
<td>Section B</td>
</tr>
<tr>
<td>General Banking - Rationale</td>
</tr>
<tr>
<td>Section C</td>
</tr>
<tr>
<td>General Banking Practical Problems</td>
</tr>
<tr>
<td>Total Duration 3 hrs.</td>
</tr>
</tbody>
</table>

5.1.16. **Trainee Officer – Post Selection Evaluation Test:**

a) With effect from 1st August 2000 all Trainee Officers will be subjected to an evaluation test to be conducted after fifty weeks (i.e. after completion of customized on the job training and three phases of institutional training). The Trainee Officers who pass the test will be eligible for confirmation in the Bank’s service.

b) The Trainee Officers not declared successful in the aforesaid test will be subjected to a retest on completion of 80 weeks of probation.
c) The Bank may revert a Trainee Officer to the grade or cadre from which he was promoted, in case he does not attain the prescribed standards in the retest. The Bank may, alternatively, consider extension of the period of his probation by a further period not exceeding one year. In view of the above, the following clause shall be included in the appointment letters to be issued to the Trainee Officers:

"Your confirmation as Officer JMG Scale I will be subject to satisfactory Performance in the evaluation test to be conducted by the Bank during the probation period, in addition to satisfactory completion of the in-branch training."


5.2 POLICY FOR PROMOTION FROM CLERICAL TO JUNIOR MANAGEMENT GRADE SCALE - I

5.2.1. The Executive Committee of the Central Board in their meeting held on December 4th, 2003, has approved the revised promotion policy for promotion from clerical cadre to JMGS-I for implementation with effect from the promotion year i.e. 2003-04, under which there would now be the following channels of promotion in addition to the Trainee Officer channel:

a. Merit Channels - Fast Track

b. Seniority channel - Normal Channel

5.2.2. Promotion year:

Each financial year beginning April 1st and ending March 31st will be treated as a promotion year for conducting promotional exercise subject to availability of vacancies in JMGS-I.

5.2.3. Vacancies:

In respect of each promotion year, the Dy. Managing Director & Corporate Development Officer would determine vacancies that may arise in JMGS-I to be filled up by promotions from clerical cadre or by direct recruitment during the year. In case the vacancies are determined on ad-hoc basis to facilitate commencement of promotion process it shall be finalised before declaration of results. Personnel Management Department would place recommendations in this regard keeping in view the staff indents & Manpower plans, the business & productivity parameters, business targets for the ensuing year, retirements, banks requirements and other relevant factors. Out of the JMGS-I vacancies identified for the year, vacancies to be filled up through direct recruitment & by way of promotion through Trainee Officers channel, which is based on all India merit, would be determined.

In respect of promotions under channels other than Trainee Officer channel, the distribution of vacancies thus identified for filling up through promotions to JMGS-I under the three channels would be as under:

<table>
<thead>
<tr>
<th>Channel</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fast Track channel</td>
<td>30%</td>
</tr>
<tr>
<td>Normal Channel</td>
<td>55%</td>
</tr>
<tr>
<td>Seniority channel</td>
<td>15%</td>
</tr>
</tbody>
</table>
5.2.4. **Date of effect of Promotions:**

All the promotions under this policy would be effective from the date of approval of the promotions by the Appointing/Promoting Authority.

5.2.5. **Date of Eligibility:**

The date of eligibility will normally be the date of commencement of the promotion year. The Dy. Managing Director and CDO will have the authority to change the date of eligibility in exceptional circumstances and as per the needs of the Bank.

5.2.6. **Eligibility Criteria:**

For promotion to JMGS-I under Fast Track and Normal Channels, clerical cadre employees other than Record Keepers, Record Keepers-cum-cashiers, Godown keepers & Bill collectors, who satisfy the various eligibility criteria set out below would be eligible. Also given below are eligibility criteria for promotion to JMGS-I under Seniority Channel.

a) **Service Eligibility Criteria**

i) **Fast Track and Normal Channels**

Clerical cadre employees other than Record Keepers, Record Keepers-cum-cashiers, Godown keepers & Bill collectors, who satisfy the service eligibility criteria set out below would be eligible to appear for the tests:

Fast Track: 6 years  
Normal Channel: 12 years

The above service eligibility criteria would be the same for both General as well as SC/ST candidates.

ii) **Seniority Channel**

Only those employees, other than Record Keepers, Record Keepers-cum-Cashiers, Godown Keepers and Bill Collectors, who have exhausted their chances up to normal channel or have crossed the age of 45/50 years (for general & SC/ST candidates respectively as the case may be), and who satisfy the other prescribed eligibility criteria will be eligible for consideration.

b) **Educational Qualifications (minimum requirements):**

Fast Track: Matriculation  
Normal Channel: Matriculation

c) **Upper Age limit:**

As on the date of eligibility the candidates should be below the upper age limits as set out below to be eligible for promotion to JMGS-I under various channels:

<table>
<thead>
<tr>
<th>Promotion Channel</th>
<th>General Candidates</th>
<th>SC/ST Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fast Track</td>
<td>40 years</td>
<td>45 years</td>
</tr>
<tr>
<td>Normal</td>
<td>45 years</td>
<td>50 years</td>
</tr>
<tr>
<td>Seniority</td>
<td>50 years</td>
<td>55 years</td>
</tr>
</tbody>
</table>
**d) Number of Chances:**

The employees having exhausted the under noted number of chances will not be eligible for consideration for promotion:

- Fast Track: 4
- Normal Channel: 5
- Seniority: 3

If an eligible employee does not appear for the written test under Fast Track or Normal Channel, he will not be deemed to have exhausted a chance. But if after having appeared in the written test, an employee absents himself from the interview, he will be treated as having exhausted a chance.

In case of Seniority channel, if an eligible employee does not appear in the interview, he would not be deemed to have exhausted a chance.

**e) Debarment:**

The existing debarment policy will be applicable for all promotions. The employees debarred for promotion as a result of disciplinary action (contemplated/pending/concluded) will not be considered for promotion until the period of rigour is over in terms of the extant guidelines.

**5.2.7. Written test:**

**a) For promotions under Fast Track & Normal Channel eligible employees would have to participate in a written test. The qualifying marks for the written test under the various channels would be as below:**

<table>
<thead>
<tr>
<th>Promotion Channel</th>
<th>General Candidates</th>
<th>SC/ST Candidates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fast Track</td>
<td>60 %</td>
<td>55 %</td>
</tr>
<tr>
<td>Normal</td>
<td>55 %</td>
<td>50 %</td>
</tr>
</tbody>
</table>

**b) There will be separate tests for promotions under Fast Track & Normal Channels. However, these tests will be through a common test paper administered at all the centres on a common date and time.**

**c) The preparation of question paper and evaluation of answer books may be arranged by the bank internally or through an outside agency like IBPS etc. who have experience in this area.**

**d) In order to enable employees to improve their performance, marks secured in the written test will be advised to the candidates.**

**5.2.8. Zone of Selection:**

In respect of promotions under Fast track and Normal channels, the scores obtained by all employees who score equal to or more than the qualifying marks in the written test would be placed in descending order and number of candidates equal to two times the number of vacancy for the respective channel would be short listed for the interview. The merit list for promotions under Fast Track & Normal Channels will be based on Circle merit.
In case more than one employee secures the marks equivalent to cut off mark, all such employees will enter the Zone of Selection even if the number exceeds the stipulated 2 times.

In terms of the Government Guidelines, reservations for SC/ST are applicable for promotions to JMGS-I. This aspect would require to be appropriately addressed at the time of drawing of the Zone of Selection as also while finalising the Select list. The procedure to be adopted in this regard is detailed in Annexure – 5D.

5.2.9. Concessions for Ex-servicemen:

Concessions available to ex-serviceman employees etc. as per govt. guidelines will continue to be available.

5.2.10. Interview:

The interviews will be conducted by a Committee appointed by the Promoting/Appointing Authority. Multiple Committees for the purpose may be formed, if required.

The marks for the interview and the minimum-qualifying standard therein would be as under:

<table>
<thead>
<tr>
<th>Promotion Channel</th>
<th>Maximum Marks</th>
<th>Minimum Qualifying marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>General Candidates</td>
</tr>
<tr>
<td>Fast Track</td>
<td>15</td>
<td>30 % (5 marks)</td>
</tr>
<tr>
<td>Normal</td>
<td>15</td>
<td>25 % (4 marks)</td>
</tr>
<tr>
<td>Seniority</td>
<td>65</td>
<td>20 % (13 marks)</td>
</tr>
</tbody>
</table>

5.2.11. Process of Selection:

For Fast Track and Normal Channel promotions a final merit list based on composite score of Performance appraisal, written test and interview taken in their assigned proportion, given below, will be drawn on the basis of marks awarded to all employees who score equal to or more than the minimum qualifying marks in the interview:

- Performance Appraisal - 15#
- Written Test - 70
- Interview - 15

# For Performance Appraisal, aggregate marks given in the preceding 3 years annual reports divided by two will be taken.

Similarly for promotions under seniority channel, a final merit list based on composite score of Performance appraisal, Seniority, and interview taken in their assigned proportion, given below, will be drawn on the basis of marks awarded to all employees who score equal to or more than the minimum qualifying marks in the interview:

- Performance Appraisal - 15#
- Seniority - 20*
- Interview - 65
* 1 mark for each completed year of service subject to a maximum of 20

# For Performance Appraisal, aggregate marks given in the preceding 3 years annual reports divided by two will be taken.

In case more than one employee secures marks equivalent to cut off mark, all such employees should be taken to the final select list. These additional promotions should be adjusted from the next year’s vacancies.

5.2.12. **Fitness standard for promotion:**

A candidate will not be considered for promotion to JMGS-I if he does not secure a minimum of 40% marks in aggregate of written test/seniority (where applicable), interview and performance appraisal in the composite merit list.

5.2.13. **Medical Examination:**

Promotion to JMGS-I under the various channels will be subject to medical fitness of the officers selected for promotion.

5.2.14. **General:**

During a promotion year, a candidate may concurrently participate under the various channels for promotion as JMGS-I viz. Trainee Officer, Fast Track and Normal Channel for which he fulfils the eligibility criteria prescribed. Some of such candidates may qualify for promotion under more than one channel. However, they will have to choose for promotion under a channel of their choice. Thus some vacancies may remain unfilled in the other channels not opted for by such candidate(s). Such vacancies, if any, will not be filled during the same promotion year.

Under Fast Track and Normal Channel, the candidates will have to appear in both the written test and interview to qualify for promotion.

Clarification on the guidelines, if any, shall be given by the Deputy Managing Director & Corporate Development Officer in consultation with Central Human Resources Committee and his decision shall be final and binding on all concerned.

5.2.15. **Pattern of written test for promotion from clerical staff to JMGS I**

a) The ECCB has in their meeting held on December 4th 2003 approved a revised promotion policy for promotion from clerical cadre to JMGS I. In terms of this policy, eligible employees under the Fast Track and Normal Channel are to take part in a written test, which would carry maximum marks of 70.

b) The pattern of tests to be conducted under the Fast Track and Normal Channel will be as follows:

5.2.15.1 **Fast Track**

<table>
<thead>
<tr>
<th>Type of Questions</th>
<th>Number of Questions</th>
<th>Maximum Marks</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part (A) Multiple choice</td>
<td>80</td>
<td>40</td>
<td>Awareness in the field of Banking (SBI specific &amp;</td>
</tr>
</tbody>
</table>
5.2.15.2 Normal Channel

<table>
<thead>
<tr>
<th>Type of Questions</th>
<th>Number of Questions</th>
<th>Maximum Marks</th>
<th>Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part (A) Multiple choice (Objective)</td>
<td>70</td>
<td>35</td>
<td>All questions would be SBI specific.</td>
</tr>
<tr>
<td>Part (B) Single Word/line</td>
<td>10 (Out of 12 questions)</td>
<td>10</td>
<td>Equal coverage for all areas without bias towards any specific area.</td>
</tr>
<tr>
<td>Rationales</td>
<td>10 (Out of 12 questions)</td>
<td>15</td>
<td>Latest products/schemes to be covered.</td>
</tr>
<tr>
<td>Part (C) Short Notes</td>
<td>4 (Out of 6 questions)</td>
<td>10</td>
<td>Rationals to be largely focussed on Systems and Procedures.</td>
</tr>
<tr>
<td>Total Duration</td>
<td>2 ½ Hrs</td>
<td>70</td>
<td>Short notes may also cover banking related topics of general interest.</td>
</tr>
</tbody>
</table>

5.3. PARAMETERS FOR PERFORMANCE APPRAISAL

5.3.1. The performance appraisal system has been introduced commencing with the report as on 31st March 2000 for promotions under merit/merit-cum-seniority channels in terms of the agreement for career progression of award staff. A maximum of 10 marks, 2 marks each (no fraction) may be given for the undernoted 5 parameters:

(a) Punctuality and leave discipline

(b) Quality of work

(c) Conduct and behaviour
   - With customers
   - With colleagues
   - With seniors
(d) Special contribution to work/business, if any

(e) General remarks

5.3.2. Detailed instructions for compilation of annual reports for the purpose have been given in Chapter No. 3 Para 3.3.1 of this Reference Book. In order to even out any reporting biases etc., the average of marks obtained in the reports for three years immediately preceding the year of promotion will be reckoned in the promotion exercise. Further, as the performance of the employees will be assessed from 1999-2000 onwards under the new performance Appraisal System and the new policy for out-of-cadre promotions is applicable for promotions due in the year 1998-1999, it has become necessary to evolve a system to convert the ratings given to members of the workman staff in the confidential reports for the year 1995-1996, 1996-1997, 1997-1998 and 1998-1999 into marks to ensure smooth transition to the new system of Performance Appraisal. Accordingly, the ratings awarded to staff members, who qualify for the interview, in their confidential reports under the old system as on 31.3.1997, 31.3.1998 and 31.3.1999 will be converted into marks as under:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Work</th>
<th>Conduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Good</td>
<td>4.5</td>
<td>4.5</td>
</tr>
<tr>
<td>Average</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>Below Average</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Poor</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

5.3.3. In case there is any adverse remark on any employee qualifying for the interview, under the old system as on 31.3.1996, 31.3.1997, 31.3.1998 and/or 31.3.1999, and, which has not been communicated to him in terms of the extant instructions, the ratings in such a report shall be taken as "average" and marks reckoned accordingly.

5.3.4. The above instructions are applicable for the confidential reports written under the old system as on 31.3.1996, 31.3.1997, 31.3.1998 and 31.3.1999 only.

5.4. MISCELLANEOUS INSTRUCTIONS

Forms to be signed at the time of appointment/promotion:

Every employee found suitable for appointment as Trainee Officer will be required to fill up under noted forms:

1. Declaration of Fidelity and Secrecy (Annexure-5A)
2. Letter of Undertaking (Annexure-5B)
3. Declaration to be bound by the State Bank of India Officers Service Rules (Form - A) (Annexure-5C)
ANNEXURE 5A

DECLARATION OF FIDELITY AND SECRECY

I do hereby declare that I will faithfully, truly and to the best of my skill and ability execute and perform the duties required of me as Director, member of Local Board, member of Local committee, auditor, adviser, officer, or other employee as the case may be, of the State Bank and which properly relate to the Office or position in the said Bank held by me.

I further declare that I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the affairs of the State Bank or the affairs of any person having any dealing with the State Bank, nor will I allow any such person to inspect or have access to any books or documents belonging to or in the possession of the State Bank and relating to the business of the State Bank or the business of any person having any dealing with the State Bank.

STATE BANK OF INDIA

SIGNATURE _____________________

____________________
NAME IN FULL ________________

DATE ________________

DESIGNATION ________________
ANNEXURE 5B

LETTER OF UNDERTAKING

The Chief General Manager,
State Bank of India,
.................. LHO.

Dear Sir,

I hereby undertake that I shall join the services of the State Bank of India as officer JMG Scale I and shall continue to serve the Bank. I shall not be entitled to apply for or to accept the offer of any other appointment or appointments, while I am in service of the Bank, without the knowledge and permission in writing of the State Bank of India which permission may be withheld without assigning any reason.

PLACE ______________________  SIGNATURE _________________________

DATE ______________________  NAME IN FULL ______________________

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ANNEXURE 5C

FORM A

DECLARATION TO BE BOUND BY THE STATE BANK OF INDIA OFFICERS SERVICE RULES

I hereby declare that I have received from the Bank a copy of the State Bank of India Officers Services Rules and having read and understood them, I hereby subscribe and agree to be bound by the said Rules.

WITNESS _______________ SIGNATURE _______________

PLACE _______________ NAME IN FULL _______________

DATE _______________ DESIGNATION _______________
ANNEXURE 5D

PROCEDURE TO IMPLEMENT OF RESERVATIONS FOR SC/ST IN PROMOTIONS TO JMGS-I

The reservation/relaxation/concessions available to SC/ST employee etc. for out of cadre promotion in terms of Government/IBA guidelines as applicable form time to time are to be complied with in these promotions. As per extant instructions in this regard, there is a reservation of 15% for SCs and 7½% for STs in promotions to JMGS-I.

In respect of reservations in promotions, Ministry of Finance vide their letter No. 1/19/2002-SCT (B) dated the 29th July 2002 advised that the SC/ST candidates appointed on promotion on their own merit and not owing to relaxation of qualification will not be adjusted against the reserved points of the reservation roster. They are to be adjusted against unreserved points.

The following relaxations are available to SC/ST candidates in the promotions from clerical to JMGS-I under various channels as detailed in the relevant paragraphs in the policy:

- Relaxation in upper age limit
- Relaxation in minimum qualifying standard
- In written test
- In interview

Accordingly, the following procedure is to be adopted in respect of the reservations for SC/ST in the promotions to JMGS-I under various channels:

a) Zone of Selection - Trainee Officer, Fast Track and Regular channel:

Three lists will be drawn for finalising the Zone of Selection
- For unreserved vacancies - for candidates qualifying as per normal Standards, i.e. without any relaxation provided to SC/ST candidates.
- Two lists – one each for SC & ST – would be drawn from all SC/ST candidates, after excluding those who are included in the list for unreserved vacancies.

For unreserved vacancies
All the candidates, other than the SC/ST candidates who are participating in the promotion process on account of relaxation in the upper age limit available to them, who score in the written test equal to or more than the minimum qualifying score prescribed for General Candidates under the respective channels will be placed in the descending order of merit. From this list two times the number of vacancies identified for General Candidates taken from the top, including the SC/ST candidates if any, will constitute the Zone of Selection for unreserved vacancies. As provided under the policy, if there are more than one candidate at the cut off point all such candidates would be included in the Zone of Selection.

For SC/ST candidates
All the SC/ST candidates who score equal to or more than the minimum qualifying score prescribed for such candidates under the respective channel, excluding those whose are included in the list for unreserved vacancies as above, would be placed in the descending order of merit in separate lists for SCs and STs. From these lists (for SCs and STs), two times the number of vacancies reserved for SCs & STs respectively taken from the top will constitute the Zone of Selection. If there are more than one candidate at the cut off point all such candidates would be included in the Zone of Selection for reserved vacancies.
b) Final Selection (after interview):

Trainee Officer, Fast Track and Regular channel

For unreserved vacancies

For all the candidates in the Zone of Selection for unreserved vacancies who obtain equal to or more than the minimum score prescribed for the interview for General Candidates under the respective channels, the Written test score, Performance score and the Interview Score would be aggregated in the assigned proportion and listed in the descending order of merit. Candidates equal to the number of unreserved vacancies would constitute the Select list. If more than one candidate secures more than marks equivalent to cut-off marks all such candidates would be promoted.

For SC & ST

For the reserved vacancies, separate lists [for SC & ST] would be prepared in the descending order of the composite score, i.e. the aggregate of the Written test score, Performance score and the Interview Score taken in the assigned proportion, in respect of all SC/ST candidates who secure equal to or more than the minimum score prescribed for interview under the respective channel for such candidates, after excluding those whose name find a place in the select list for unreserved vacancies (as above). The candidates equal to the number of vacancies reserved for SC & ST respectively taken from the top of the two lists would be placed in the select lists against the vacancies reserved for SC & ST respectively. If more than one candidate secures more than marks equivalent to cut-off marks all such candidates would be promoted.

c) Seniority Channel:

For unreserved vacancies

In respect of all the candidates who obtain equal to or more than the minimum score prescribed for the interview for General Candidates, the Seniority Marks, Performance score and the Interview Score would be aggregated in the assigned proportion and listed in the descending order of merit. Candidates equal to the number of unreserved vacancies would be placed in the Select list. If more than one candidate secures more than marks equivalent to cut-off marks all such candidates would be promoted.

For reserved vacancies

From the candidates who appeared for the interview but do not find a place in the select list for unreserved vacancies as above, the composite score - comprising of the Seniority Marks, Performance score and the Interview Score - of all SC & ST candidates who have secured equal to or more than the minimum score prescribed in this regard for SC/ST candidates, would be placed in the descending order of merit separately for SC candidates & ST candidates. Candidates equal to the number of vacancies reserved for SC & ST respectively taken from the top of the respective lists would be placed in the select lists against the reserved vacancies. If more than one candidate secures more than marks equivalent to cut-off marks all such candidates would be promoted.

d) Fitness standard for promotion:

A candidate will not be considered for promotion to JMGS-I if he does not secure a minimum of 40% marks in aggregate of written test/seniority (where applicable), interview and performance appraisal in the composite merit list.

CHAPTER 6

PROMOTION POLICY FOR SUBORDINATE EMPLOYEES
(Cir. CDO/P&HRD-IR/18/2006-07 Dated 22.07.2006)

6.1 Promotion Procedure & Policy:

(i) All eligible employees in subordinate cadre will be first subjected to a written test in General Banking, English Language & General Awareness.

(ii) The employees, who secure minimum pass marks (40%) in written test on General Banking, English Language and General Awareness, will be imparted basic training in Bank Master/Core Banking/any other Banking software.

(iii) After the training in Bank Master/Core Banking/any other Banking software, the eligible members of subordinate staff will be subjected to written test on Computer Application & Awareness and on basic knowledge of working on Bank Master/Core Banking/any other Banking software followed by interview.

There will be following channels for promotion from subordinate cadre to clerical cadre:-

6.1.1 MERIT CHANNEL (Promotion as Clerk):

i) No. Of Vacancies:

Need based. Will be finalized by Corporate Centre in consultation with Circles.

ii) Length of service:

5 years permanent full time service (including pro rata part-time service, temporary service will not be counted)

iii) Min. Qualification:

a) Matriculation/High School examination

b) Passing of a Course in computer awareness and computer application from an institute recognized by the Bank

or

having attended a training programme on computer awareness and application at a Staff Training Centre/ Satellite Centre. (This training will be imparted to employees, who secure minimum pass marks (40%) in written test on General Banking, English Language & General Awareness)

iv) Age:

45 years and below (Upto 50 years for the first two promotion years after implementation of the policy)

v) Selection Process:
Written test
(General Banking, English Language & General Awareness) 40 marks
Computer Aptitude Test Including:
Basic knowledge of Bank Master/Core banking/any other banking software 30 marks
Additional Qualification (viz. Graduation CAIIB part I etc.) 10 marks
(5 marks each for Graduation and JAIIB/CAIIB I/CAIIB II etc. Maximum 10 marks)
Performance appraisal: 10 marks
Interview: 10 marks
Total 100 marks

vi) No. of chances: 5

vii) Placement:
Posting will be made preferably in rural/semi-urban/urban areas depending upon the attitude and disposition of the employee.

6.1.2. NORMAL CHANNEL (Promotion as Cashiers):

i) No. of Vacancies:
Need based. Will be finalised to begin with, by Corporate Centre in consultation with Circles.

ii) Length of service:
8 years full time service (including pro rata part-time service, temporary service will not be counted)

iii) Min. Qualification:
a. 8th class/standard Pass.
b. Passing of a Course in computer awareness from an institute recognised by the Bank
or
having attended a training programme on computer awareness and application at a State Bank Learning centre/Satellite Centre.
(This training will be imparted to employees, who secure minimum pass marks (40%) in written test on General Banking, English Language & General Awareness)

iv) Age:
50 years and below (Upto 55 years in the first two promotion years after implementation of the policy)
v) **Selection Process:**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Written test (General Banking, English Language &amp; General Awareness)</td>
<td>40 marks</td>
</tr>
<tr>
<td>Computer Aptitude Test Including: basic knowledge of Bank Master/ Core Banking/any other banking software</td>
<td>30 marks</td>
</tr>
<tr>
<td>Additional Qualification (viz. Matriculation/ High School, CAIIB part I etc.)</td>
<td>10 marks (5 marks each for Matriculation and JAIIB/CAIIB I/CAIIB II/ graduation -Maximum 10 marks)</td>
</tr>
<tr>
<td>Performance appraisal</td>
<td>10 marks</td>
</tr>
<tr>
<td>Interview</td>
<td>10 marks</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>100 marks</strong></td>
</tr>
</tbody>
</table>

vi) **No. of Chances:** 5

vii) **Placement:**

As per the Bank’s requirements, preferably at rural/semi urban/urban Branches in the module concerned as cashiers. If sufficient vacancies are not available in the same module, posting will be made in rural/semi-urban/urban areas in other modules in the Circle.

**6.1.3 Seniority Channel:** There will be no seniority channel.

**6.2 General**

(i) The employees promoted as cashiers under Normal Channel will not be eligible for higher in-cadre appointment or officiating in clerical cadre or out of cadre till their conversion as clerks as per the policy in this regard.

(ii) The promotion policy shall be in operation for 5 years from the year of implementation whereafter it will be reviewed jointly by the parties so as to arrive at a revised policy.

**6.3 Operating instructions/guidelines**

(i) The vacancies for promotion under the policy will be determined with the approval of Corporate centre.

(ii) The written tests in general banking, English language and general awareness will be held at Circle level on a common date to be advised by Corporate Centre.

(iii) The written test on computer application & awareness and on basic knowledge of working on Bankmaster/Core banking/any other banking software will be held on a common date to be advised by Corporate Centre. The question paper for the test will be designed and supplied to the Circles by the Corporate Centre.
(iv) Human Resource Department at Local Head Offices shall call for names of eligible employees from all branches/offices located in the geographical area of Circle, prepare lists of eligible employees, allot roll numbers and make other arrangements for conducting tests and interviews.

(v) The content and duration of training programme for training to be imparted to employees securing minimum pass marks in written test will be finalised and advised separately.

(vi) Dy. General Manager and Circle Development Officer will be the promoting authority for subordinate staff employees promoted under the policy.

(vii) All employees on promotion will be subjected to change of posting as per instructions for placement of employees under Merit Channel and Normal Channel stated under paragraph 1 and 2 above. The promotions will be effective from a common date from the date of declaration of the final result.

(viii) The employees promoted through normal channel will be designated as Cashiers and their services will be used as cashiers or for back-office operations as per the requirement of the branch. They will be posted at rural or semi-urban centres or in large branches at urban centres as per the need of the Bank. No special pay/officiating allowance will be payable to these employees.

(ix) The subordinate staff promoted to clerical cadre under merit channel will be posted at rural or semi-urban centres or in large branches at urban centres as per the need of the bank. They will perform all the duties which have been laid down for them by the bank. No special pay/officiating allowance will be payable to them except when due under Career Progression Policy. However, if due to extreme administrative exigencies, these employees are required to exercise passing powers equivalent to Senior Assistants, they will be eligible for officiating pay (presently Rs. 1800/- p.m.) [CIRDO/HR/121/2006-07 Dated 3rd March, 2007]

(x) The promotion of employees under the policy will not result in creation of any vacancy in subordinate cadre. The shortage at any branch/office will be met by deployment of staff from nearby branch/office.
CHAPTER 7

7.1 GUIDELINES FOR IN CADRE CAREER PROGRESSION OF STENOGRAPHERS AND RECORD KEEPER-CUM-CASHIERS

7.1.1 For Stenographers

Eligibility :-

(a) Stenographers on completion of 12 years service :

(i) be offered higher appointment as Senior Assistants. The Stenographers, who accept the higher appointment will be posted at branches where they will exercise higher passing powers and will be eligible for a special pay of Rs.1,800/- p.m.

(ii) if a Stenographer opts not to be considered for appointment as Senior Assistant, he/she may opt to become ‘Senior Stenographer’ and he/she will be entrusted additional duties of Assistants and Head Assistants at administrative offices (viz. filing, taking out buffs, making notings on letters, drafting replies, follow-up with the LHOs/other establishments, putting up the consolidated position to the higher officials, data collection, data compilation, analysis of data, sending reminders, entry of inward mail, despatch, maintenance of leave record, maintaining other registers, files, folders, attending to visitors etc.) and paid a special pay of Rs.1,500/- p.m. They will be redesignated as "Senior Stenographers".

(b) Stenographers on completion of 23 years of service :

(i) be offered higher appointment as Special Assistants. The Stenographers, who accept the higher appointment will be posted at branches where they will exercise higher passing powers and will be eligible for a special pay of Rs.2,500/- p.m.

(ii) A Stenographer who opts not to be considered for appointment as Special Assistant, may opt to become ‘Special Stenographer’ and he/she may continue to perform the additional duties listed under (a) (ii) above and be paid a special pay of Rs.2,000/- p.m.. They will be redesignated as "Special Stenographers".

7.1.2 For Record Keeper-cum-Cashiers

All Record Keeper-cum-Cashiers/Record Keepers/Cashiers (including erstwhile Godown Keepers and Bill Collectors) :-

(i) On completion of 12 years of service as Record Keeper-cum-Cashiers will be redesignated as "Senior Record Keeper-cum-Cashiers/Record Keepers/Cashiers" and will be paid Special Pay of Rs.500/- p.m. with enlargement of duties. In addition to their duties, their services can be utilised for marketing of products, recoveries, deposit mobilisation, cross selling, enquiry counter, despatch, receipt of inward dak, Grahak Mitras, member of outward sales force, Multiple Product Sales Force, RACPC, SMECC, CAC, CPPC and other initiatives.

(ii) On completion of 23 years of service in the cadre they will be redesignated as Special Record Keeper-cum-Cashiers/Record Keepers/Cashiers and may continue to perform the additional duties listed under (i) above and will be paid special pay of Rs.700/- p.m.
7.1.3. Operational Guidelines:

(i) The branch-wise/office-wise list of all eligible stenographers who have completed 12 years of service as stenographers on or before 1st August 2004, 1st August 2005 and 1st August 2006 will be prepared for appointment as Senior Assistant or Senior Stenographers. The names will be listed in descending orders of service seniority.

(ii) Similarly, branch-wise/office-wise list of all stenographers who have completed 23 years of service on or before 1st August 2004, 1st August 2005 and 1st August 2006 and who have not opted for appointment as Special Assistant and are opting to become Special Stenographers will be prepared in descending order of service seniority.

(iii) The branch-wise/office-wise list of all eligible Record Keeper-cum-Cashiers who have completed 12 years of service as stenographers on or before 1st August 2004, 1st August 2005 and 1st August 2006 will be prepared for appointment as Senior Record Keeper-cum-Cashiers. The names will be listed in descending orders of service seniority.

(iv) Similarly, branch-wise/office-wise list of all Record Keeper-cum-Cashiers who have completed 23 years of service on or before 1st August 2004, 1st August 2005 and 1st August 2006 and are opting to become Special Record Keeper-cum-Cashiers will be prepared in descending order of service seniority.

(v) The above lists will be forwarded to Zonal Office and Dy. General Managers of concerned module will consolidate the list of all branches/offices and will prepare a common service seniority list in descending order of employees service seniority. The branches/ offices/Mid-corporate/CAG/SAMG branches/LHO or Corporate Centre establishments etc. falling in the geographical area of zone will be treated as part of zone.

(vi) The stenographers who have opted for higher appointment as Senior Assistant will be given higher appointment and be posted at the branches where they will exercise higher passing powers.

(vii) The stenographers who have opted to become Senior Stenographers on completion of 12 years of service and Special Stenographers on completion of 23 years of service may be given higher appointment and their services may be utilised as per the requirement of the Bank at the administrative offices/branches.

(viii) The services of Record Keeper-cum-Cashier should be utilised as per the requirement of the Bank and priority should be given to branches in semiurban and rural areas for providing their services.

(ix) The other guidelines viz. debarment policy, preparation of list, identification of posts, checking and scrutiny, issue of transfer orders, posting alongwith mobility will be followed in terms of circular letter No. CDO/IR/SPL/318 dated 14th October 2003.

(x) As regards redeployment/transfer of office-bearers of recognised Staff Federation/ Circle Staff Union will be in terms of Corporate Centre letter No. CDO/IR/SPL/465/2006-07 dated 8th February 2007. (Please refer chapter 20 of the book).

(xi) In case of any problems/difficulties in implementation of the above instructions, the clarifications will be given by the Corporate Centre and LHO should not make any modification/deviation at their end without the approval of Corporate Centre.

(xii) The detail have been given under Chapter 21.
7.2 GUIDELINES FOR IN CADRE CAREER PROGRESSION OF DRIVERS, ELECTRICIANS/SANITARY FITTERS, A.C./S.T. PLANT ATTENDANTS

7.2.1 Eligibility

a) For Drivers :- Appointment of Senior Drivers & Senior Head Drivers

(i) On completion of 15 years of service in the cadre, the drivers will be redesignated as “Senior Drivers” and will be paid special pay of Rs.1,400/- p.m.

(ii) On completion of 23 years of service in the cadre, the driver will be redesignated as “Senior Head Drivers” and will be paid special pay of Rs.1,450/- p.m. (increased from Rs. 1420/-)

b) For Electricians, Sanitary Fitters, A.C./S.T. Plant Attendants

(i) On completion of 15 years of service in the cadre, the Electrician, Sanitary Fitter, A.C. Plant Attendant, S.T. Plant Attendant will be redesignated as “Senior Electrician, Senior Sanitary Fitter, Senior A.C. Plant Attendant, Senior S.T. Plant Attendant” and will be paid special pay of Rs.1,300/- p.m.

(d) On completion of 23 years of service in the cadre, the Electrician, Sanitary Fitter, A.C. Plant Attendants, S.T. Plant Attendants will be redesignated as “Senior Head Electrician, Senior Head Sanitary Fitter, Senior Head A.C. Plant Attendant, Senior Head S.T. Plant Attendant” and will be paid special pay of Rs.1,350/- p.m.

(iii) Instructions regarding enlargement of duties of Sanitary Fitter, A.C. Plant Attendants, S.T. Plant Attendants and Senior Sanitary Fitter, Senior A.C. Plant Attendants and Senior S.T. Plant Attendants will be advised separately.

7.2.2 Operational Guidelines

(i) The list of all eligible Drivers, Electricians, Sanitary Fitter, A.C./S.T. Plant Attendants who have completed 15 years of service on or before 1st August 2004, 1st August 2005 and 1st August 2006 will be prepared for appointment as Senior Drivers, Senior Electricians, Senior Sanitary Fitter, Senior A.C./S.T. Plant Attendants. The names will be listed in descending orders of service seniority.

(ii) Similarly, list of all Drivers, Electricians, Sanitary Fitter, A.C./S.T. Plant Attendants who have completed 23 years of service on or before 1st August 2004, 1st August 2005 and 1st August 2006 will be prepared in descending order of service seniority.

(iii) The above lists will be forwarded to Zonal Office and Dy. General Managers of concerned module, who will consolidate the list of all branches/offices and will prepare a common service seniority list in descending order of employees service seniority. The branches/offices/Mid-corporate/CAG/SAMG branches/LHO or Corporate Centre establishments etc. falling in the geographical area of zone will be treated as part of zone.

(iv) In case of any problems/difficulties in implementation of the above instructions, the clarifications will be given by the Corporate Centre and LHO should not make any modification/deviation at their end without the approval of Corporate Centre.

v) The duties and responsibilities of Stenographers and Record Keeper-cum Cashiers on higher appointments are given in Chapter 21.
7.3 HIGHER APPOINTMENTS WITHIN CADRE CLERICAL AND SUBORDINATE STAFF

7.3.1 POLICY FOR APPOINTMENT TO SPECIAL ALLOWANCE CARRYING POSITIONS IN THE CLERICAL CADRE

7.3.1.1 Special Pay For Workmen Staff In State Bank Of India

In modification of the provisions contained in Annexure-1 to the Settlement dated 11th May 2000 on service conditions, the rates of special pay payable to workmen employees stand revised as under from the 1st November 2002 and thereafter is given in Annexure 10.1 and 10.2 under Chapter 10.

7.3.2 SCHEME FOR CAREER PROGRESSION FOR MAINTENANCE STAFF

In order to provide separate avenue to the technical/specialist staff attending to maintenance work a separate career path has been formulated for them. The salient features of the policy in this regard are as under:-

i) A non-matriculate joining the Bank in the subordinate cadre in maintenance section will continue to hold the present designation of Plumber/Pump Attendant/Fitter etc., as the case may be, as hitherto. However, Electrical Helper and Telephone Helper will be redesignated as 'Electrical Lineman' and Telecom Lineman respectively.

ii) On completion of 8 years of confirmed service in the Bank, if he acquires/possesses an Electrical Wireman's Certificate or PWD Licence (IInd Class) or a certificate from the DOT/ITI or from any other institute, in his trade, run/recognised by the Government, he may be redesignated as Plant Technician (sanitary, electrical, AC etc). Telecom Technician, as the case may be, and paid a special allowance of Rs.556 p.m (Rs.816/-)*

iii) In case a Plant Technician/Telecom Technician passes an examination, in his trade, conducted by the State Board of Technical Education/ITI/DOT or undergoes training relevant to his work at an institute run/recognised by the Government, resulting in enhancing his skill and job knowledge, he will be subjected to an interview with a view to testing his competence and on qualifying therein, placed in clerical cadre and designated as 'Plant Assistant'/Telecom Assistant' as the case may be. This exercise shall be done once in a year as in the case of other promotions from subordinate to clerical cadre.

iv) The Technical/Specialist staff in clerical cadre such as A.C Plant operators/Control Room Operators/Pharmacists/Nurses/Armourers etc. will, on completion of 10 years' service, be redesignated as Senior Plant Assistants/Senior Control Room Assistants/Senior Pharmacists/Senior Nurses/Senior Armourers etc. and paid a special allowance of Rs.486/- p.m (Rs.750/- p.m)* on completion of 25 years of service in the cadre, they will be paid a special allowance of Rs. 786/- (revised Rs. 1213/-)*

NOTE : The above provisions are not applicable to Telephone Operators.

The instructions with the regard to payment of special allowance are effective from 4th November, 1997 and not retrospectively.

(*REVISED AS PER SEVENTH BIPARTITE SETTLEMENT.)
v) Special pay to Ward Boys: - Special pay of Rs.371/- p.m. to Ward Boys may be paid on completion of 8 years of confirmed service provided they have acquired/possess First Aid Certificate of St. John’s Ambulance Association w.e.f. 1.8.2003 (CDO/IR/SPL/273 dated 19.9.2003).

vi) Hindi Translators will be appointed as Senior Hindi Translators on completion of 10 years of service and will be paid special pay of Rs.750/- p.m. and on completion of 23 years of service they will be appointed as special Hindi Translators and paid special pay of Rs.1213/- p.m. w.e.f. 1.8.2003 (CDO/IR/SPL/269 dated 16.9.2003).

7.33 AUTHORITY STRUCTURE FOR SANCTION OF POSITIONS OTHER THAN THOSE COVERED BY AGREEMENT ON CAREER PATH

As far as other positions carrying a special allowance of less than Rs.486/- in the clerical cadre and less than Rs.307/- in the subordinate cadre are concerned, it has been decided with the approval of the appropriate authority that these positions, other than those covered by the Settlement dated 12.04.1999, will, henceforth, be sanctioned by Authorities as under, strictly on the basis of assessed need:

<table>
<thead>
<tr>
<th>Establishment</th>
<th>Sanctioning Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Branches</td>
<td>Controller of the Branch</td>
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<tr>
<td>2. Zonal Offices</td>
<td>DGM at the Zonal Office</td>
</tr>
<tr>
<td>3. Local Head Office</td>
<td>Circle Development Officer</td>
</tr>
<tr>
<td>4. Departments in State Bank</td>
<td>General Manager</td>
</tr>
<tr>
<td>Bhawan</td>
<td>(Corporate Services)</td>
</tr>
<tr>
<td>5. Departments in CBD, Belapur</td>
<td>General Manager (AB&amp;R)</td>
</tr>
<tr>
<td>6. Corporate Accounts Group</td>
<td>CGM (CAG-Central)</td>
</tr>
<tr>
<td>7. Other Corporate Centre /</td>
<td>Controller of Establishment /</td>
</tr>
<tr>
<td>Departments outside State</td>
<td>Department (not below the rank</td>
</tr>
<tr>
<td>Bank Bhawan / CBD Belapur</td>
<td>of DGM)</td>
</tr>
</tbody>
</table>

In this connection, please note that sanction of new/additional positions carrying special allowance will not result in creation of vacancies in the substantive cadre. It should, therefore, be ensured that such sanction is accorded within the present strength of staff in the respective category in the office. For instance, creation of the post of a Dufftary at an office will be within the overall strength of messengers. Similarly, sanction of the post of Asstt. Head Cashier at a Branch will be within the overall strength of Assistants (Accounts/Cash) in that Branch. Also, the person appointed to the special allowance carrying position shall also perform his/her respective substantive cadre duties, as per administrative requirements.

CDO:IR:6603 DTD.14.3.2000

7.3.4 General

i) A specimen of the appointment letter to be issued (in duplicate) to employees appointed to higher positions within-the-cadre is given at Annexure 4.2, Chapter-4.

All higher appointments in the subordinate cadre should be made on a probation of six months after obtaining the approval of the concerned Controlling Authority. The concerned employees should be confirmed in the post on the same lines as in the case of higher appointments in the clerical cadres.

NBG:IR:7471 DTD.12.3.1999
CHAPTER 8

OFFICIATING IN HIGHER CAPACITY AND DEBARMENT POLICY

8.1 OFFICIATING IN HIGHER CAPACITY

8.1.1 Guidelines for officiating/acting in higher capacities

In terms of the provisions of the Policy for Career Progression for Workmen Staff with effect from the 1st April, 1999, as a matter of rule, no acting/officiating opportunities would be given in the place of all Senior Assistants (including the redesignated Senior Assistants) and Special Assistants. During the absence of these employees, their work will be reallocated among the other Senior Assistants/Special Assistants/Officers (JMG Grade) available at the Branch as the case may be. Officiating will be permitted only in such exceptional cases where the Cash Officer (JMG)/Special Assistant incharge of Cash Department is suddenly incapacitated or proceeds on leave at short notice and where there is no other Special Assistant available either at that Branch or any other nearby Branch to take over charge. Similarly, no officiating shall be permitted in subordinate cadre positions. This should be strictly ensured by obtaining a certificate every month from the Branch Manager (alongwith his monthly certificate) that no officiating allowance has been paid. Zonal Office functionaries should check the monthly return of Charges Account and also verify Charges/Establishment Registers at branches during their visits to ensure that the instructions are being meticulously followed.

In order to ensure that officiating requirements in Senior Assistants/Special Assistants/Officers (Junior Management Grade) level/subordinate cadre positions carrying special allowances like Head Messengers/Senior Head Messengers/Head Armed Guards etc. are avoided, appropriate redeployment/posting of the employees under Policy for Career Path, be resorted to.

Note: Needless to mention that no officiating arrangement should be made at administrative offices.


8.1.2 Norms for permitting Officiating opportunities to employees.

Whenever it is considered absolutely necessary to permit officiating, only in the exceptional circumstances as narrated in paragraph 8.1.1 above, the following aspects should be taken into account:

i) Acting chances in Junior Management Grade Scale I (Cash Officers) will be given to employees in clerical cadre on the basis of combined Branch seniority of all employees at the Branch, provided that the employees are otherwise suitable for the post. Normally, the seniormost employee who has completed at least three years’ service should be permitted to act in higher capacity.

ii) An employee permitted to officiate in higher capacity as stipulated in paragraph 8.1.1 above should actually perform the duties attached to the post and no employee should be permitted to enjoy “Sleeping Powers” i.e., payment of allowance without actually performing the duties attached to the post for which the allowance is paid.
iii) Widows of deceased employees possessing qualification of 8th class pass appointed in clerical cadre on compassionate grounds in terms of earlier instructions, will have no claim for officiating.

iv) Similarly, employees who have been promoted under 8 year channel as Record keepers/godownkeepers/bill collectors/cashiers/recordkeeper-cum-cashiers are ineligible for officiating both within and out-of-cadre.

v) An employee who has been reverted to the clerical cadre, at his request, or has declined promotion to Junior Management Grade will not be eligible to officiate in the officer's cadre.

vi) Employees who are ineligible for promotion under merit/merit-cum-seniority and seniority channels for having crossed the relevant age criteria are ineligible for officiating after crossing the stipulated age limit, viz. 50 years for General Category and 55 years for SC/ST categories.

vii) In case an employee comes late to office and by that time acting chances had been afforded, the employee who comes late will not be considered for acting chances.

viii) Officiating/acting arrangement, being temporary in nature, should be treated on a day-to-day basis and officiating/acting allowance should not be paid for the intervening Sunday/holiday. However, where officiating arrangements are made for a specifically long period, say a fortnight/month etc., such allowance may be paid for the intervening holidays also.

ix) There is no provision to permit messengers to officiate as cashiers.

8.1.3 Officiating opportunities to employees appointed on same day

When two or more employees having equal seniority are working at the same Branch, officiating opportunity will be given in alphabetical order of surname of the employees in rotation. The number of opportunities will be taken into account and not the number of days. For example, the Cash Officer has gone on leave in the first instance for one week and two weeks on the second occasion, the first claimant will get one week's and the second claimant will get two weeks' acting position. In the long run, efforts should be made to equalise the periods to the extent possible.

8.2 DEBARMENT POLICY

An employee could be debarred from promotion under two circumstances i.e. when disciplinary proceedings are in progress and after punishment is awarded to him.

8.2.1 Procedure to be followed when disciplinary proceedings are in progress:

i) An employee, against whom disciplinary action is contemplated for an offence amounting to fraud, misappropriation of money, forgery or any other act which prima facie amounts to criminal misconduct, shall be debarred from promotion for a period not exceeding 3 years reckoned from the date such contemplation is advised to the employee in writing. In all other cases, of disciplinary action, the bar will operate from the date the employee is served with a charge-sheet.

ii) An employee shall not be eligible for any promotion during the period of his
suspension irrespective of the period involved.

8.2.2 In cases, where the punishment has been awarded, the policy will be as under :-

i) There shall be no bar on eligibility for promotion where an employee has been warned or censured or where an adverse remark has been entered in his service record.

ii) Where an employee is reverted as a measure of disciplinary action, he will not be automatically eligible for promotion again - if it involves an out-of-cadre promotion - upon the expiry of the debarment period of 3 years. But each such case will be considered on its individual merits. The Circle management may review such cases taking into account the gravity of his past misconduct and his subsequent work and conduct. He may, however, be considered for higher appointments within the cadre after one year of reversion.

iii) Where increment(s) of an employee has/have been stopped as a measure of disciplinary action, he shall not be eligible for promotion till the period covered by such stoppage of increment(s) expires notwithstanding whether the 3 year period passes in the meantime. Such an employee will not, however, be ineligible for a promotion within his cadre involving an allowance carrying post during the period the stoppage of increment operates.

iv) Where an employee has been charge-sheeted or disciplinary action is contemplated against him for minor misconduct, he may be permitted provisionally to appear in the written test, interview etc. for promotion to higher cadre, subject to his being eligible otherwise. A case of this nature will be dealt with as under:

a) If the employee is completely exonerated on the conclusion of disciplinary proceedings and it is found that he was successful in the test/interview, he will be promoted with retrospective effect along with other employees.

b) An employee who has been warned/censured on conclusion of disciplinary proceedings and is found suitable for promotion on the basis of test/interview, will be promoted with effect from a future date. The effect of punishment to such an employee would thus be loss of seniority vis-a-vis others, who appeared for the same test and got promoted earlier. Accordingly, the employee may be promoted with the batch promoted subsequent to the award of punishment to him, without having to appear again in a promotion test.

c) In case of any other punishment imposed after conclusion of disciplinary proceedings, the result of the promotion test will be cancelled. The employee will have to appear afresh in the test after the debarment period is over. However, appearance in the test, the result of which is not declared, will not be counted as a chance availed of.

Note: An employee who is debarred from promotion is also debarred from officiating in that capacity.

8.2.3 Employees punished by the Indian Institute of Bankers for resorting to unfair means at their examination will be given an administrative warning which would be noted in their service record and such employees will not be considered for promotion to higher cadre for one year, if they are already eligible or for one year from the time they become eligible for such promotion.
The Managing Committee of the Indian Banks’ Association considered the matter in the light of the observations made by the Governor, Reserve Bank of India. It was decided that wherever unfair practices resorted to in the IIB Examination were proved, the disciplinary authority should normally award deterrent punishment as provided in the Bipartite Settlement. The report received from the Indian Institute of Bankers should be given due cognisance and appropriate action for gross misconduct should be initiated and completed expeditiously. A feedback of the action taken by the bank should also be given regularly to the Indian Institute of Bankers.

Note: One year period should be reckoned from the date the employee becomes eligible for promotion or from the date of awarding a punishment to him by the Indian Institute of Bankers, whichever is later.

8.2.4 OUT-OF-CADRE PROMOTION (TO JMGS I CADRE) REVERSION AT REQUEST/OFFICIATING OPPORTUNITIES

Employees who get reverted to their substantive cadre owing to seeking reversion for reasons beyond their control after accepting the promotion and who otherwise fulfil all eligibility criteria should be given further opportunity for out-of-cadre promotion in the following manner and subject to the conditions laid down below:

(i) They may be provided one opportunity for promotion to JMGS I, immediately in the ensuing promotion, if any, in hand, subject to the other eligibility criteria for promotion being fulfilled.

(ii) If after availing of the opportunity as above, they again refuse promotion and request for reversion to the substantive cadre for the second time, they would be given one more opportunity after the expiry of debarment period of 3 years [during this period they will be debarred from out-of-cadre officiating as well] from the date of reversion, after such refusal, subject to the other eligibility criteria for promotion being fulfilled.

(iii) If after availing of the second chance, they again refuse the promotion and request for reversion to the substantive cadre, they will stand permanently debarred from further out-of-cadre promotion and out-of-cadre officiating opportunity.

(iv) Such employees who are given additional opportunities for promotion after reversion will not, however, be eligible for out-of-cadre officiating and the additional opportunities are given only for appearing in the out-of-cadre promotion exercise.

(CDO/IR/SPL/79 Dt. 14.05.2002)

Clarifications:

1) In respect of para 8.2.1(i), normally the 3 year period of debarment should commence from the date of charge-sheet. However, in some cases, issuance of charge-sheet is at times not possible owing to the Bank desiring to investigate the matter fully before a charge-sheet is framed. It is quite possible that an employee, whose alleged misconduct is being investigated, may become eligible for promotion in the meantime. Under such circumstances, it may become necessary to advise the employee that disciplinary action is contemplated against him. He may not, therefore, be considered eligible for promotion. It should, of course, be ensured in the interest of the Bank as well as that of the employee, that the investigation is expeditiously completed and charge-sheet issued as early as possible.

2) As stated in paragraph 8.2.2(i) of the policy, there shall be no bar on eligibility for
promotion where an employee has been warned or censured or where an adverse remark has been entered in his service record. The Interview Committee, however, should take this factor into account before deciding upon the employee's suitability or otherwise for promotion.

3) Where an employee has been charge-sheeted or the disciplinary action is contemplated against him for a minor misconduct, he may be permitted provisionally to appear in the test, interview, etc. for promotion to higher cadre subject to his being eligible otherwise. But the result of such employee should be withheld until such time as the case is decided. In case, the employee is punished, he will not be promoted. However, in such a case the result should not be declared and the employee could be considered for promotion on the basis of his performance in the test/interview as under: -

i) If the employee is completely exonerated on the conclusion of the disciplinary proceedings and it is found that he was successful in the test/interview, he would be promoted with retrospective effect alongwith other employees.

ii) In terms of the Debarment Policy warning/censure is not treated as a bar to eligibility for promotion. There is, therefore, a case for considering those employees for promotion who are warned/censured on the conclusion of disciplinary proceedings, and who are found suitable for promotion at the test/interview, from a future date. The fact of the disciplinary proceedings contemplated/pending against an employee and of the warning/censure if the punishment has been awarded before the interview, is known to the Interview Committee and if, despite this the employee is found suitable for promotion, it would be appropriate not to cancel his result and consider him for promotion from a future date. The punishment to such an employee would thus be the loss of seniority vis-a-vis others, who appeared at the same test and got promoted earlier. Accordingly, such employees may be promoted with the batch promoted subsequent to the award of punishment to them without having to appear again in a promotion test.

iii) In the case of any other punishment, the result of the promotion test should be cancelled. The employees in all such cases would have to appear afresh in the test after the debarment period is over. However, their appearance, in the test, the result of which is not declared, would not be counted as chance availed.

b) In this connection, in all the cases, where employees are provisionally permitted to appear in the test etc. they should be advised clearly in the initial stage itself that their promotion, in the event of their being successful in test, interview, etc., would depend on the outcome of disciplinary proceedings against them and that their appearance in the test, etc., is only provisional.

Some queries and clarifications

Query : 1

In terms of paragraph 8.2.1(i) of the guidelines, in the cases of offence amounting to fraud, misappropriation of money, forgery etc., 3 years' debarment period starts from the date such contemplation is advised to the employee in writing/date of charge-sheet. Whether the letters/memos calling for the explanation of the employee for the lapses may also be taken as letters advising contemplation of proceedings even if these letters do not specifically mention that the Bank contemplates disciplinary action against the employee.
Clarification

It should be specifically stated in the letter that a disciplinary action is being contemplated against the employee concerned. The need for such a letter will arise only when some delay in issuing the charge-sheet is unavoidable and meanwhile some promotional examination is due.

Query : 2

Paragraph 8.2.2(ii) of the guidelines states that the employees concerned may be considered for higher appointments within the cadre after one year of reversion. Similarly, paragraph 8.2.2(iii) provides that the employees concerned will not be ineligible for a promotion within his cadre involving an allowance carrying post during the period the stoppage of increment operates. Should it be taken to mean that in such cases, the employee will not be given officiating powers in place of officers in JMGS-I but may be given the relief powers of Senior Assistant, Cashier-in-charge etc. and in the case of subordinate staff, those of Jamadar, Duftary, etc.

Clarification

Reversion from a particular cadre/post indicates that an employee is not considered suitable to continue in his existing position. Thus, if a JMGS-I is reverted as an Assistant, while he may be considered for Senior Assistant’s post after one year of such reversion, he cannot be considered for promotion to JMGS-I automatically even after the expiry of the debarment period of three years or one year of reversion. His case for promotion to a higher cadre could be reviewed only after the stipulated periods, taking into account the gravity of his past misconduct and his subsequent work and conduct. The same rule will apply if a promoted clerk is reverted as a messenger. In the case of a Senior Assistant being reverted as an Assistant or a Duftary being reverted as a messenger, he will also not be eligible for a promotion within his cadre, unless his case is reviewed in the same manner as stated above.

Query : 3

Paragraph 8.2.2(iii) of the guidelines envisages that the employee shall not be eligible for promotion till the period covered by the stoppage of increment expires notwithstanding whether the 3 year period passes in the meantime. This means that the period of debarment can be more than 3 years in cases where the disciplinary proceedings are delayed. For example, employee ‘A’ was charge-sheeted on 9.1.1973 for misconduct and was placed under suspension pending enquiries. Disciplinary proceedings were finalised on 20.4.1976 and 4 of his increments due on 3.12.1974, 3.12.1975, 3.12.1976 and 3.12.1977 were stopped. We presume that notwithstanding 3 years’ period from the date of chargesheet elapsed on 9.1.1976, employee ‘A’ will not be eligible for promotion before 3.12.1978 i.e. till the rigour of punishment on account of stoppage of increments is complete. It is, however, not clear whether where a case has been finalised before the expiry of the said period of 3 years from the date of chargesheet/advising contemplation of proceedings and the period covered by the stoppage of increment(s) has also elapsed before the expiry of the 3 years period, the minimum debarment period will still be 3 years from the date of the chargesheet/advising contemplation of the proceedings. In such cases the employee should be eligible for promotion after he has served the period of punishment whether or not 3 years period from the date of charge sheet/advising contemplation of proceedings has been completed. To give an example, employee ‘B’ was charge-sheeted on 1.1.1975; disciplinary proceedings were finalised on 1.6.1975 and two increments due to ‘B’ on 15.7.1975 and 15.7.1976 were stopped. Thus ‘B’ should be eligible for promotion on 15.7.1977 when he has run the rigour of
punishment of stoppage of increments. In this connection the period of punishment should be counted in the case of stoppage of increment(s) from the due date of the increment(s) stopped and not from the date on which the punishment is conveyed as would be clear from examples ‘A’ and ‘B’ above.
Whether this is in order?

Clarification

Presumption is in order if the period covered by stoppage of increment(s) expire before the expiry of the debarment period of three years, the employee should be considered for promotion after he has served the period of punishment, whether or not the three year period from the date of charge sheet/advising contemplation of proceedings has been completed. However, no employee will be eligible for a promotion even within his cadre involving an allowance carrying post until the disciplinary proceedings are completed.

Query : 4

An employee against whom disciplinary proceedings are contemplated may be debarred from promotion for a period of 3 years from the date he becomes eligible for promotion or the date on which disciplinary proceedings are initiated against him, whichever is later. However, the following points need consideration when an employee becomes eligible for promotion and disciplinary proceedings are initiated against him after :

i) he appears for the written test but the result has not been declared or

ii) he is declared successful at the written test but the interview has not taken place or

iii) he is finally declared successful but the promotion has not been given effect to either because it is to be effected from a future date or because the employee has been waitlisted for promotion when the vacancy arises.

Clarification

In all these above situations the debarment of 3 years should be made operative against him from the date of initiation of the disciplinary proceedings.
# CHAPTER 9

## SALARY SCALES

### 9.1 SCALES OF PAY

#### 9.1.1 Effective from 1.11.2002

**i) Subordinate Staff**

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<th>Salary Range</th>
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**ii) Clerical Staff**

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</table>

*(8th BIPARTITE SETTLEMENT)*

### 9.2 FITMENT

#### 9.2.1

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

#### 9.2.2

Combined fitment chart for clerical and subordinate staff as on 01.11.2002 on account of 8th Bipartite Settlement is given at Annexure 9.1.

### 9.3 DEFINITION OF 'PAY'


**Note:**

a) The incremental component of Fixed Personal Pay shall rank for superannuation benefits.

b) For a workman who was in service in Area I as on 31st December 1969, and entitled to receive CCA, only that part of CCA which would have been payable to him as per the terms and conditions applicable then, shall rank for Provident Fund to the extent of 50% subject to a maximum of Rs.30/- p.m.
9.4 FIXED PERSONAL PAY (FPP) (EFFECTIVE FROM 01.11.2002)

In modification of the provisions contained in Annexure - 3 to the Settlement dated 11th May 2000 on Service Conditions for Workmen Staff, Fixed Personal Pay (FPP) shall be payable, as under, with effect from the 1st November 2002 to workmen employees who joined the Bank's service before 01.01.1980.

The employees, who were given one stage higher fitment as per the provisions of the Bipartite Settlement of 9th June 1989 and who reach maximum in the scale hereafter will be paid a Fixed Personal Pay as under:

CLERICAL STAFF:

(i) One year after reaching maximum of the scale: Rs.95/- per month.
(ii) Two years after reaching the maximum: Rs. 190/- per month.
(iii) Three years after reaching the maximum in the scale as under:

<table>
<thead>
<tr>
<th>Area of Posting</th>
<th>Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month</th>
<th>Revised FPP payable where accommodation is provided by the Bank (Rs.) per month</th>
<th>Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Centre</td>
<td>560</td>
<td>774</td>
<td>821</td>
</tr>
<tr>
<td>AREA - I</td>
<td>560</td>
<td>774</td>
<td>816</td>
</tr>
<tr>
<td>AREA - II</td>
<td>560</td>
<td>774</td>
<td>810</td>
</tr>
<tr>
<td>AREA - III</td>
<td>560</td>
<td>774</td>
<td>807</td>
</tr>
</tbody>
</table>

SUBORDINATE STAFF:

(i) One year after reaching maximum of the scale: Rs.30/- per month.
(ii) Two years after reaching the maximum in the scale as under:

<table>
<thead>
<tr>
<th>Area of Posting</th>
<th>Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month</th>
<th>Revised FPP payable where accommodation is provided by the Bank (Rs.) per month</th>
<th>Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Centre</td>
<td>270</td>
<td>312</td>
<td>335</td>
</tr>
<tr>
<td>AREA - I</td>
<td>270</td>
<td>312</td>
<td>332</td>
</tr>
<tr>
<td>AREA - II</td>
<td>270</td>
<td>312</td>
<td>329</td>
</tr>
<tr>
<td>AREA - III</td>
<td>270</td>
<td>312</td>
<td>328</td>
</tr>
</tbody>
</table>


In modification of the provisions contained Annexure – 3 to the Settlement dated 11th May 2000 on Service Conditions for Workmen Staff, Fixed Personal Pay shall be payable, as under, with effect from the 1st November 2002, to the workmen employees who joined the Bank’s service on or after 01.01.1980.

The employees, who were given one stage higher fitment as per the provisions of Bipartite Settlement of 9th June 1989/30th January 1995 and who reach maximum in the scale hereafter will be paid a Fixed Personal Pay, as under, from 01.11.2002: -

CLERICAL STAFF:
### Area of Posting

<table>
<thead>
<tr>
<th>Area of Posting</th>
<th>Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month</th>
<th>Revised FPP payable where accommodation is provided by the Bank (Rs.) per month</th>
<th>Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Centre</td>
<td>560</td>
<td>585</td>
<td>635</td>
</tr>
<tr>
<td>AREA - I</td>
<td>560</td>
<td>585</td>
<td>630</td>
</tr>
<tr>
<td>AREA - II</td>
<td>560</td>
<td>585</td>
<td>625</td>
</tr>
<tr>
<td>AREA - III</td>
<td>560</td>
<td>585</td>
<td>620</td>
</tr>
</tbody>
</table>

### SUBORDINATE STAFF

<table>
<thead>
<tr>
<th>Area of Posting</th>
<th>Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month</th>
<th>Revised FPP payable where accommodation is provided by the Bank (Rs.) per month</th>
<th>Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Centre</td>
<td>270</td>
<td>280</td>
<td>310</td>
</tr>
<tr>
<td>AREA - I</td>
<td>270</td>
<td>280</td>
<td>305</td>
</tr>
<tr>
<td>AREA - II</td>
<td>270</td>
<td>280</td>
<td>300</td>
</tr>
<tr>
<td>AREA - III</td>
<td>270</td>
<td>280</td>
<td>295</td>
</tr>
</tbody>
</table>

Note:

(i) Special Centre Places with population of 45 lacs and above
(ii) AREA-I Places with a population of 12 lacs and above but below 45 lacs.
(iii) AREA-II Places with a population of 2 lacs and above but below 12 lacs, State Capitals and Capitals of Union Territories.
(iv) AREA-III Places with a population below 2 lacs.

### 9.5 PERSONAL ALLOWANCE PERSONAL PAY PAYABLE TO WORKMEN EMPLOYEES WHO REACHED MAXIMUM IN THE SCALE OF PAY BEFORE 01.09.1978.

#### 9.5.1

In modification of provision contained in Annexure I to the settlement dated 15th May, 1995 on service conditions, personal pay payable to workmen employees who reached maximum in the scale of pay before the 1st September, 1978, stand revised as under with effect from 1st April, 1998.

- **a)** The Personal Allowance of Rs.264/- p.m. which was being paid to such of those Clerical and Cash Department staff of the Bank, who drew personal pay at the maximum of the scale immediately prior to the 1st September, 1978 has been increased to Rs.408/- p.m. and henceforth be known as Personal Pay

- **b)** The Personal Pay of Rs.94/- p.m. and Rs.175/- p.m. which was being paid to such of those employees in the Subordinate cadre, who were in the service of the Bank as on the 31st December, 1969 and drew Personal Pay at the maximum of the scale immediately prior to the 1st September, 1978, has been increased to Rs.145/- p.m. and Rs.270/- p.m. respectively.
c) The Personal Pay will rank for dearness allowance, house rent allowance and superannuation benefits.

9.5.2 **Personal Allowance payable under Redeployment/transfer policy and under Career Progression Scheme**

a) On transfer under career progression scheme of an employee from a higher HRA/CCA to a lower HRA/CCA centre, the HRA/CCA being drawn by him immediately prior to redeployment /transfer will be protected in cases where the employee retains his family at higher HRA centre. The difference between higher HRA and CCA payable at the original centre where the employee is redeployed /transferred will be paid as ‘Personal Allowance’ which shall not count for any other benefit like DA, Pension, PF etc.

b) The amount of Personal Allowance will be revised as and when the rate of HRA and CCA are revised at Industry-level or when the amount of HRA and CCA eligible to be paid to the employee is changed on account of change in pay for calculation of HRA and CCA.

c) The Personal Allowance will be withdrawn on transfer of the employee to his original place or to any other place at his request or on shifting of the family to a place other than the original place of posting.

d) Employees who continue to occupy the quarters provided by the Bank even after redeployment/transfer will not be eligible for Personal Allowance.

e) To mitigate the hardship of the employees who retain their families at the places from where they were transferred under career progression scheme and to compensate part of expenditure to be incurred in securing accommodation at new place of posting etc. they may be reimbursed the rent paid at the new place subject to the maximum of the following amounts on certificate basis:

1. Clerical staff: Rs.500/- p.m.
2. Subordinate Staff: Rs.300/- p.m.

(C.C. LETTER CDO/P&HRDIR/66/2006-07 DATED 09.02.2007)

9.6 **INCREMENTS**

9.6.1 **DATE OF INCREMENT**

The increment specified in the various scales of pay applicable to workmen staff shall accrue on an annual basis and shall be given effect (as from 8th September 1983) on the first day of the month in which it falls due. However, where for any reason whatsoever, the date of the increment has to be postponed under the service conditions, such postponements will be notionally made in the actual date on which the increment accrues. If on such postponement, either in the first instance or on a cumulative basis, such date of accrual of increment shifts to any subsequent calendar month, the increment will be released on the first day of that subsequent month. Eligible employees are to be granted annual increment on the anniversary date of their appointment in the Bank's service except in the following cases, where the date of annual increment is to be computed otherwise.

a) Those employees who were in service of the Bank as on 1.1.1970 and whose date of annual increment was shifted to 1st August each year because of the fixation formula
introduced on account of revision of pay scales then, will be granted increments on 1st August each year, except in cases where it is provided otherwise.

b) Permanent part-time employees appointed on or before 1.1.1967 would be granted increment proportionate to their salary scales, as on 1st January each year.

c) In the case of employees who have been sanctioned extraordinary leave on loss of pay, the period not counting as service for pension and increment, the annual increment will be due on the date to which it is shifted.

d) In case of employees, whose date of annual increment has been enhanced due to temporary service rendered by them in the Bank, prior to their permanent absorption in service, the increment will become due on the appropriate date.

e) In the case of members of the clerical cadre staff promoted from the subordinate cadre, the increment will become payable as per the fitment formula applicable to them.

f) Employees under suspension

In the case of employees under suspension the annual increments, which fall due during the period of suspension, should henceforth be reckoned for calculation of subsistence allowance in respect of workmen staff, in accordance with the provisions of Awards/Bipartite settlements.

Further benefit of salary revision is to be extended to those workmen employees who were placed under suspension before such revision became effective.

The instructions to pay the revised subsistence allowance come into effect:

i) From the date of such revision, if it is on account of salary revision.

ii) From 11th June 1997, if it is on account of annual increments notionally reckoned for calculation of subsistence allowance.

The matter for payment of higher subsistence allowance to employees under suspension should be referred to respective disciplinary authority.  
(Settlement DTD.08.09.1983)

9.6.2 SANCTIONING AUTHORITY

The Branch Manager shall sanction the annual increments of members of award staff at a branch. The Assistant General Manager/Chief Manager (Administration) will sanction the increments due to employees at the Local Head Office/Zonal Office. All cases where the increment of an employee is sought to be delayed/withheld or cancelled should be referred to the controlling authority for prior approval. The increments, as and when given effect to, should be noted in the service sheet of the concerned employees.

9.6.3 PROCEDURE FOR SANCTION

The exercise of sanctioning increment to employees shall be done annually for the period 1st April to 31st March, every year. The increment sanctioned for the year should be detailed on form shown in Annexure-9.4. One copy of this statement should be forwarded to the Controlling Authority for making necessary entries in the service
sheets and for post audit purposes. The increments, as and when given effect to, should be noted in the service sheets of the employees concerned.

In the case of an employee transferred to the Branch subsequent to 31st march, the increment sanctioned to him should be ascertained from the Branch from where he is transferred and revised basic pay should be duly given effect to at the appropriate time. For this purpose, the Branch transferring the employee should invariably mention the day and amount of the increment in the Last Pay Certificate for the information of the Branch to which the employee transferred.

9.7 ADDITIONAL INCREMENTS FOR GRADUATION/CAIIB

9.7.1 The members of the clerical and cash department staff will be entitled to additional increments in the running scale of pay as under:

i) Graduates and /or holders
   National Diploma in Commerce 2 increments

ii) Part I of CAIIB/CAIB examination or JAIIB 1 increment

iii) Part II of CAIIB/CAIB examination or JAIIB 2 increments

An employee passing CAIIB/JAIIB examination during suspension will not be entitled for extra increments.

9.7.2 With effect from 02.06.2005, non-subordinate employees who acquire graduation/post-graduation qualification from Universities/Open Universities which are recognized by the University Grants Commission will be considered as having acquired graduate qualification and would be eligible for being granted the two additional increments for graduation or graduation pay, as the case may be, as provided hereinabove subject to the following conditions:

i) Employees who registered under the Graduation/ Post Graduation courses of Open University have either passed the foundation course or attended the Bachelor’s Preparatory Programme; and

ii) They pursue the same course and take the same examination as the formal stream students.

(EIGHTH BIPARTITE SETTLEMENT)

Although this provision takes effect from the date of settlement, i.e. 02.06.2005, it has been agreed that cases of all non-subordinate employees who have acquired graduation/post graduation qualification from Universities/Open Universities recognized by the University Grants Commission prior to the date of Settlement may also be considered for release of increment for graduation or graduation pay, subject to conditions as at 9.7.2 (i) and (ii).

(C.C. LETTER NUMBER CDO:IR: SPL: 200 DATED 22.08.2005)

Note:
Ex-servicemen who are graduates may be given increments for graduation irrespective of the fact whether they had passed graduation before joining the service of the Bank, or afterwards. However, if an ex-serviceman had been given some benefit for graduation, which was reflected in the pay drawn by him, while in the armed services, the fitment in the Bank’s scale has to be done as per IBA
guidelines, after withdrawing such additional benefits, and thereafter giving two increments for graduation.

Ex-servicemen, who are matriculates but deemed as graduates (for the purpose of re-employment in the Bank in clerical cadre) on the basis of 15 years service in the armed forces, are not entitled to additional increments unless they acquire graduation qualification from a recognized university.

If an employee is a post-graduate but not a graduate, he shall not get the graduation increments or graduation Pay.

However, where graduation increments/Pay have been granted after 1.11.1987 to those post-graduate employees (clerical cadre who have not done graduation, the same will be discontinued. However, with a view to avoiding hardships, no recoveries may be made.

Employees recruited between 10.4.89 and 30.6.90 who have drawn graduation Pay upto 30.6.90 will be eligible for graduation increments with effect from 1st July 1990. From 1st July 1990 clause 10 of the Fifth Bipartite Settlement had been deleted. Accordingly, employees recruited on or after 1st July 1990 or non-graduates who have acquired such qualifications are eligible for grant of two increments as per the provisions existing prior to Fifth Bipartite Settlement.

9.8 ELIGIBLE QUALIFICATIONS

The degrees/diplomas awarded by the Universities in India which are incorporated by an Act of the Central or State Legislature in India and other educational institutions established by an Act of Parliament or declared as universities under Section 3 of the University Grants Commission Act, 1956, are deemed to be recognized automatically.

Similarly, any certificate or diploma awarded by the Boards of Secondary and Intermediate Education, duly set up and recognized by the Central or the State Government may be taken as recognized. The AMIE examination (Section A & B) conducted by the Institution of Engineers (India) is equivalent to the Bachelor's Degree examination for this purpose. Accordingly staff members in the clerical cadre passing this examination are entitled to two increments provided they have not already received such benefit for any other bachelor degree. Any doubts as to whether a university is or is not incorporated by an Act of Legislature or the degree or diploma to which a specified degree or diploma should be regarded as equivalent, may be referred to HR Department at Local Head Office for clarification.

9.9 SANCTIONING AUTHORITY FOR ADDITIONAL INCREMENTS FOR GRADUATION/CAIIB

Additional increments due to employees who are graduates or possessing equivalent qualifications or pass in Part I/II of JAIIB/CAIIB examinations (including educational allowance as per the provisions of the Fourth Bipartite Settlement) may be sanctioned by the Branch Manager/Assistant General Manager/Chief Manager (Office Administration), as the case may be. The increments may be given effect to from the dates of publication of the results or from the dates of the letters intimating the results to the employees, as the case may be. Such additional increments (including stagnation increments) sanctioned should be reported to the controlling authority along with the monthly pay sheet in the Performa attached in Annexure 9.5 for control. The original documents like degree/diploma certificates, or original letters of
intimation to the employees as in the case of JAIIB/CAIIB examination will have to be perused by the sanctioning authority.

9.10 SPECIAL PAY FOR GRADUATION AND PROFESSIONAL QUALIFICATION AFTER REACHING MAXIMUM OF SCALE OF PAY

In modification of the provisions contained in Annexure-2 to the Settlement dated 11th May 2000, the rates of Special Pay for Graduation and Professional Qualification, payable to clerical cadre staff stand revised, as under, with effect from the 1st November 2002.

Special Pay for Graduation and Professional Qualification payable after reaching maximum in the scale of Pay

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (per month) Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A GRADUATION</strong></td>
<td></td>
</tr>
<tr>
<td>i) On completion of 1 year after reaching maximum in the scale of pay</td>
<td>200</td>
</tr>
<tr>
<td>ii) On completion of 2 years</td>
<td>400</td>
</tr>
<tr>
<td><strong>B PROFESSIONAL QUALIFICATION</strong></td>
<td></td>
</tr>
<tr>
<td>i) Part I of CAIIB/JAIIB after 1 year</td>
<td>200</td>
</tr>
<tr>
<td>a) After 1 year</td>
<td>200</td>
</tr>
<tr>
<td>b) After 2 years</td>
<td>400</td>
</tr>
<tr>
<td>c) After 3 years</td>
<td>600</td>
</tr>
<tr>
<td>ii) Part II of CAIIB/JAIIB</td>
<td></td>
</tr>
<tr>
<td>a) After 1 year</td>
<td>200</td>
</tr>
<tr>
<td>b) After 2 years</td>
<td>400</td>
</tr>
<tr>
<td>c) After 3 years</td>
<td>600</td>
</tr>
<tr>
<td><strong>C GRADUATION AND PROFESSIONAL QUALIFICATION</strong></td>
<td></td>
</tr>
<tr>
<td>i) Graduation and/or NDC and Part I of CAIIB/JAIIB</td>
<td></td>
</tr>
<tr>
<td>a) After 1 year</td>
<td>200</td>
</tr>
<tr>
<td>b) After 2 years</td>
<td>400</td>
</tr>
<tr>
<td>c) After 3 years</td>
<td>600</td>
</tr>
<tr>
<td>ii) Graduation and/or NDC and both parts of CAIIB</td>
<td></td>
</tr>
<tr>
<td>a) After 1 year</td>
<td>200</td>
</tr>
<tr>
<td>b) After 2 years</td>
<td>400</td>
</tr>
<tr>
<td>c) After 3 years</td>
<td>600</td>
</tr>
<tr>
<td>d) After 4 years</td>
<td>795</td>
</tr>
<tr>
<td>e) After 5 years</td>
<td>995</td>
</tr>
</tbody>
</table>

9.11 GENERAL INSTRUCTIONS FOR ADDITIONAL INCREMENTS ON ACCOUNT OF GRADUATION/PASSING CAIIB/JAIIB

9.11.1 In the case of a new graduate entrant into the Bank, his basic pay can be straight away fixed at the appropriate stage by the Branch Manager, of course, indicating at the same time, in the appointment letter that the higher basic pay carried benefit of two increments on account of graduation.

9.11.2 In the case of an employee who graduates himself while in service the increments may be sanctioned by the Branch Manager on par with the procedure in vogue for sanction of the increments, for passing the CAIIB/JAIIB examination, and such increments shall be sanctioned from the date of declaration of the results.
9.11.3 Increment(s) for passing CAIIB/JAIIB examination should not be released to an employee during the period of suspension, where such qualification has been acquired during the period of suspension.

9.11.4 Members of subordinate staff who are permitted to appear at the examination of Indian Institute of Banking & Finance are not eligible for payment of additional increments for passing the examination.

9.11.5 No increments/cash incentive/weightage for promotion etc. should be given to the employees on their producing Result Advices in support of their having completed the Institute’s examination(s)

9.11.6 Increment/cash incentive/weightage for promotion should be given to the employees only on production of Completion Memorandum issued by the Institute.

9.11.7 In case where a candidate has adopted malpractices, the declaration of result should be considered to be only provisional subject to being cancelled in the event of adoption of malpractices being established.

9.11.8 For the sake of clarity and to distinguish it from graduation allowance, the increments/educational allowance paid to clerical staff for passing part I of CAIIB/JAIIB or both parts of the associate examination shall be called Professional Qualification Increments/Allowance, as the case may be.

9.11.9 If an employee graduates (without passing matriculation) from Recognized/accredited University, he shall be entitled to graduation increments.

9.11.10 Employees passing recognized examination in Hindi conducted by non-governmental Institutions/Organizations other than statutory Universities are not entitled to increments admissible on graduation even if the standard of Hindi is recognized as equivalent to standard of graduation.

9.12 POSTPONEMENT OF INCREMENT EXTRAORDINARY LEAVE ON LOSS OF PAY

Extraordinary leave sanctioned on loss of pay, the period not counting as service for purpose of increments, will have the effect of postponing all the future increments also.

However, where the sanctioning authority is satisfied that the leave was taken on account of illness or for any other cause beyond the employee’s control, the period of extra ordinary leave may be counted for increments with the approval of the competent authority.

In the case of employees who are office bearers of registered trade unions, increment may be deferred only to the extent that extraordinary leave exceeds two months in any incremental year.

(PA: CIR: 37 DTD.29.6.1986)

9.13 STAGNATION INCREASES

160
9.13.1 Both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for six stagnation increments w.e.f. 1st November 2002 at the rate and frequency as stated herein under:

The clerical and subordinate staff (including permanent part-time employees on scale wages) on reaching the maximum in their respective scales of pay, shall draw six stagnation increments at the rate of Rs.560/- and Rs.270/- each due under the settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid. Provided that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of five stagnation increments shall be eligible for the sixth stagnation increment on 1st November 2002 or three / two years respectively after receiving the fifth stagnation increment, whichever is later. In respect of employees who had received their fifth stagnation increment on and from 1st November 1999, the sixth stagnation increment shall be released on and from 1st November 2002.

9.13.2 Permanent part-time employees on scale wages are eligible to draw stagnation increments pro rata to the scale in which they are, at frequencies of two years from the date of reaching the maximum of the scale.

9.13.3 A member of clerical/subordinate staff who is already in receipt of four stagnation increments, shall be eligible for the fifth stagnation increment on 1st November, 1999 or after 3/2 years as the case may be of receiving the 4th stagnation increment whichever date 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.

An employee who has received the fourth stagnation increment in terms of the provisions of the Sixth Bipartite Settlement on or after 1.11.1997 but on or before the date of settlement dated 27.3.2000 would have the date of release of this increment notionally preponed and the fifth stagnation increment released to him accordingly. There shall, however, be no payment of any arrears of pay and allowances on allotment of such preponement.

9.13.4 In terms of the Sixth Bipartite Settlement, the provisions with regard to grant of stagnation increments have been revised as under:

a) Refusal to accept promotion at any stage or seeking reversion within one year of promotion, if any permissible under Bank’s rules will not disentitle an employee from getting stagnation increments.

b) An employee shall not be eligible for stagnation increment(s), if he after accepting promotion, seeks, and is granted, reversion after one year from the date of promotion.

Clarifications:

i) An officer reverted to clerical cadre shall draw stagnation increment, unless the reversion is at his request.

ii) If any employee refuses to accept an allowance carrying post or a higher allowance carrying post, he may still be allowed to earn stagnation increments.

iii) Refusal to appear for promotional examination does not deprive a workman employee from earning stagnation increments. The stagnation increment once released to the employee need not be withdrawn even if he refuses the offer of promotion made to him thereafter.
iv) Where Professional Qualification Pay and Stagnation increments fall due on the same date, both may be released simultaneously on the due date.

v) If pay of an employee who after reaching maximum of the scale was stages lower than the maximum should not be counted for the purpose of determining the 3 year period for eligibility.

iv) Where extraordinary leave is granted on loss of pay and it is not counted for increments, such period should not be counted as service for the purpose of stagnation increment.

Stagnation increments may be taken into account for the purpose of fitment on promotion to higher cadre.

9.14 DIPLOMA IN ARCHITECTURE

i) The Government of India recognized the under noted diploma in Architecture as equivalent to the degree of any recognized Indian University with effect from 1st September 1972.

Government Diploma in Architecture (GD. Arch) awarded by the Government of Maharashtra,

b) Diploma in Architecture of Kala Bhuvan Technical Institute, Baroda.

ii) The Government of Maharashtra offers diploma courses in architecture of the following institutions. Diploma holders thereof are eligible for additional increments on account of graduation.

a) Sir J.J. College of Architecture, Mumbai

b) Academy of Architecture, Mumbai.

c) Bandra School of Art, Mumbai.

d) Abhinav Kala Vidyalaya of Architecture, Poona.

f) Kala Niketan, Kolhapur

9.15 HOLDERS OF NATIONAL DIPLOMA IN COMMERCE/DIPLOMA IN COMMERCIAL ART AWARDED BY J.J. SCHOOL OF ARTS

i) Graduates and/or holders of National Diploma in Commerce are granted two increments in the scale of pay. The All India Council for Technical Education usually issues the National Diploma in Commerce. Diploma in Commerce awarded by State Boards of Technical Education, Chennai and Kerala duly countersigned by the Secretary of the All India Council for Technical Education should be treated on par with the National Diploma in Commerce.

ii) Four year Govt. Diploma in Commercial Art awarded by Govt. of Maharashtra to the students of J.J. School of Arts, Mumbai is equivalent to any degree of the recognized university.
9.16 FORMULAE FOR PAY FIXATION FOR EX-SERVICEMEN

9.16.1 Guidelines for pay Fixation - Award Staff

a) Recruitment prior to 1.9.1978

Pay fixation of an ex-serviceman who has joined the Bank's service prior to 1.9.1978 has to be made in accordance with the previous formula, i.e. on the basis of pay plus dearness allowance. Accordingly, an ex-serviceman will be notionally fitted at the minimum of scale of pay applicable in the Bank's service or at that level where new basic pay plus dearness allowance will be equal to or just above the pay plus dearness allowance last drawn by him in the armed forces less the amount of gross pension of Rs. 50/- for those appointed from 10.6.1964 to 18.7.1978 and Rs. 125/- for those appointed from 19.7.1978 onwards.

In addition to the pay so fixed, pension and other retirement benefits may be allowed to be drawn subject to the limitation that re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs. 3000/- whichever is less.

An ex-serviceman who has joined the Bank prior to 1.9.1978 can exercise fresh option to come over to the post 1.9.1978 pay fixation formula as if he was 'fresh entrant' in the Bank's service. Arrears on account of refixation of pay will, however be admissible to such optee from 1.9.1978.

It is clarified that the term 'fresh entrant' relates only to the pay fixation of an ex-serviceman and will not affect the seniority or counting of service for any other purpose.

b) Recruitment during the period 1.9.1978 to 24.1.1983

Pay fixation of an ex-serviceman who has joined the Bank's service during the period 1.9.1978 to 24.1.1983 will be made on the basis of protection of pay (instead of Pay + DA) drawn by him prior to retirement. Accordingly, an ex-serviceman will be notionally fitted at the minimum of the scale of pay applicable in the Bank's service or at the level where new basic pay will be equal to or just above the basic pay drawn by him in the armed forces less amount of gross pension including pension equivalent of gratuity in excess of Rs. 125/-.

After the fitment as above, his revised basic pay will be given effect to only from 1.4.1980.

In addition to the pay so fixed, pension and other retirement benefits may be allowed to be drawn subject to the limitation that re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs. 3000/-, whichever is less.

c) Recruitment during the period 25.1.1983 to 30.6.1983

Pay fixation of an ex-serviceman who has joined the Bank's service during the period 25.1.1983 to 30.6.1983 will be made on the basis of protection of pay (instead of pay + DA) drawn by him prior to retirement. An ex-serviceman will be notionally fitted at the minimum of the scale of pay applicable in the Bank's service or at the level where new basic pay will be equal to or just above the pay drawn by him in the armed forces. Accordingly, while fixing his pay on re-employment as an ex-serviceman, who
retires from the armed forces before attaining the age of 55, the entire pension would be ignored.

Note: An ex-serviceman who is already in re-employment may exercise his option for refixation of pay on the above basis. If he so opts, his terms would be determined afresh as if he has been re-employed for the first time from 25.1.1983.

In addition to the pay so fixed, pension and other retirement benefits may be allowed to be drawn subject to the limitation that re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs. 3000/-, whichever is less.

d) Recruitment during the period 1.7.1983 to 31.12.1985

Pay fixation of an ex-serviceman who has joined the Bank's service during the period 1.7.1983 to 31.12.1985 would be through the protection of pay + DA drawn by him at the time of his release from armed forces. The figure of pay plus DA admissible in the Bank will be fixed with reference to this protection and relevant stage of the basic pay in the scale will be determined after deducting DA admissible in the Bank from the figure protected.

Pay fixation of an ex-serviceman re-employed in the Bank during the period 1.7.1983 to 31.12.1985 be done in accordance with the above provisions with effect from 1.7.1983 and arrears on account of refixation of pay, if any, will be payable only form 10.6.1986. The excess amount, if any paid to an ex-serviceman who joined between 1.7.1983 and 10.6.1986 on account of the retrospective effect being given to the IVth Bipartite Settlement may be recovered by the Bank, as it was as unintended benefit.

However, as a special case, the excess amount already paid for the period 1.7.1983 to 17.9.1984 may not be recovered.

In addition to the pay so fixed, pension and other retirement benefits may be allowed to be drawn subject to the limitation that re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs. 3000/- whichever is less.

As per guidelines issued by IBA on instructions received from Government of India it was later that the special allowances for armed guards/watchmen should also be taken into account while protecting the last pay drawn by them. In short, the B.P. + D.A. Special Allowance should not be less than the B.P. + D.A. last drawn by the ex-serviceman at the time of his retirement/discharge from the armed forces.

Armed guards initially appointed as "Watchmen" till such time their names are entered in the gun license, as retainers are eligible for a special allowance of Rs.75/- only. However, subsequently when the formalities are completed and they are designated as Armed Guard, a special allowance of Rs. 125/- is required to be paid. As a corresponding reduction in the Basic Pay is not feasible, these employees continue to draw Rs. 50/- extra than those who would have been directly inducted as Armed Guard as illustrated below:

Pay Fixation of Armed Guards initially appointed as watchman

B.P. + D.A. + Rs.75/ (Special Allowance) = B.P. + D.A. Last drawn at the time of retirement from service.
On re-designation they are paid Rs. 125/- as special allowance resulting in an additional payment of Rs. 50/- Pay fixation of Armed Guards appointed directly

\[ \text{B.P. + D.A. + Rs.125/-} = \text{B.P. + D.A. Last drawn at the time of retirement from service.} \]

e) Recruitment during the period 1.1.1986 to 31.10.1987

Pay fixation of an ex-serviceman who has joined the Bank's service during the period 1.1.1986 to 31.10.1987 would be through protection of pay + DA drawn by him at the time of his release from armed forces. The figure of pay plus DA admissible in the Bank will be fixed with reference to this protection and relevant stage of the basic pay in the scale will be determined after deducting DA admissible in the Bank from the figure protected.

In addition to the pay so fixed as mentioned above from 1.1.1986, pension and other retirement benefits may be allowed to be drawn subject to the limitation that re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs. 8000/- whichever is less.

f) Pay fixation of recruitees on or after 1.11.1987

Pay fixation of an ex-serviceman who joined the Bank's service on or after 1.11.1987 would be through protection of basic pay plus Dearness Allowance drawn by him at the time of release from armed forces.

The figure of basic pay plus DA admissible in the Bank will be fixed with reference to this protection and relevant stage of the basic pay in the scale will be determined after deducting DA admissible in the Bank from the figure protected. If the maximum basic pay in the Bank is less than the last pay drawn before retirement by the ex-servicemen he should be fitted at the maximum basic pay only and the stagnation increments will not be taken into account for fixation purposes.

Over payments, if any, on account of pay fixation of an ex-serviceman who joined between 1.11.1987 and 10.4.1989 should be recovered from his pay. Similarly, if re-fixation of pay in the revised pay scales in the Bank leads to fixation at a higher stage the arrears may be paid to an ex-serviceman.

In addition to the pay fixed as mentioned above from 1.1.1986 pension and other retirement benefits may be allowed to be drawn subject to the limitation that the re-employment pay plus pension and pension equivalent of other retirement benefits does not exceed last pay drawn or Rs.8000/- which ever is less.

From 1st June 1988 while fixing the initial pay of re-employed pensioners, the pension equivalent of gratuity may not be deducted from the pay so fixed.

Ex-servicemen on re-employment in Bank also draw D.A. on their pay; Payment of relief on pension (which is in the nature of dearness allowance on pension) would result in double payments of dearness allowance. Therefore, consequent on their re-employment in Bank all ex-servicemen will not draw relief on pension as sanctioned by the Government from time to time.

g) Refixation of pay of ex-servicemen re-employed in banks on or after 1.11.1992

The "Pay" of ex-servicemen re-employed in bank's service on or after 1.11.1987 but before 14.2.1995 was fixed with reference to the pay scale of Fifth Bipartite Settlement so as to protect the pay plus dearness allowance drawn by them at the time of
release from armed forces. Upon implementation of the Sixth Bipartite Settlement with effect from 1.11.1992, the pay of such ex-servicemen who joined the Bank's service after 1.11.1992 but before implementation of the wage revision will have to be refixed with reference to the new scale of pay.

Therefore, in cases of all ex-servicemen who have joined the bank on or after 1.11.1992, the pay fixation has to be done as per the Sixth Bipartite Settlement. Accordingly, the pay of ex-servicemen has to be refixed under the Sixth Bipartite Settlement.

In this connection, overpayments, if any, on account of pay fixation of an ex-servicemen who joined between 1.11.1992 and 14.2.1995 should be recovered and if re-fixation of pay in the revised pay scales in the Bank leads to fixation at a higher stage the arrears may be paid to an ex-serviceman.

9.16.2 **Reckoning Of Special Allowance Attached To The Post To Which Ex-servicemen Are Appointed In Bank (Vide IBA Letter Of 16.03.1992)**

In addition to the basic pay plus dearness allowance, the special allowance in the Bank attached to the post to which the ex-serviceman is appointed, is also taken into account while protecting the last basic pay and dearness allowance drawn at the time of retirement/discharge from the armed forces because the special allowance is also in the nature of basic pay attracting, among others, dearness relief and/or superannuation benefits. The protection as above (i.e. with special allowance component) would also be relevant if an ex-serviceman is recruited in the Bank as stenographer or at some other allowance carrying position in clerical/subordinate grades.

(CDO: PM: 1408:SPL: 5 DTD.4.4.2001)

9.16.3 The Special pay granted w.e.f. 1.7.1996 in terms of Bipartite Settlement dated the 14.2.96, which has been treated as basic pay for all purposes, should also be reckoned for re-fixation of pay of ex-servicemen re-employed in the Bank on or after 1.7.1996.

9.16.4 The ex-servicemen re-employed in public sector banks are not exempted from payment of professional tax levied by the State Government.

9.17 **FITMENT OF PAY IN CLERICAL CADRE ON PROMOTION FROM SUBORDINATE CADRE**

9.17.1 In terms of the fitment formula consequent on wage revision under Sixth Bipartite Settlement, on promotion, a member of the subordinate staff is given fitment in the clerical scale of pay on stage to stage basis, after adding special allowance, if any, paid to him on a permanent basis and not as locum (tenens) or temporarily, to his basic pay in the subordinate scale. If he has reached maximum in the subordinate scale and is in receipt of Fixed Personal Allowance, the incremental component thereof (i.e. Rs. 170/-) shall also be added to his basic pay. If no corresponding stage in the clerical scale is available for fitment after adding the Special Pay and incremental component of Fixed Personal Pay, wherever applicable, to the Basic Pay in the subordinate cadre, the fitment shall be made at the next higher stage. Fitment formula on promotion from subordinate to clerical cadre on or after 1.11.1992 will be as per annexure 9.3 and on account of 7th Bipartite Settlement will be as per Annexure 9.4.
Employees promoted after 01.11.2002.

In respect of employees promoted after 01.11.2002, the fitment may be made as per pre-revised scales of pay under the 7th Bipartite Settlement, which thereafter be converted into revised Basic Pay to avoid anomalies arising out of the revision of pay.

Clarification

Fitment in case no corresponding stage in the clerical scale is available for fitment after adding the special allowance and increment component of FPA, whichever applicable, to the basic pay in the subordinate scale:

(a) In such cases the fitment shall be made at the next higher stage.

(b) As regards the date of annual increment in such cases, a reference may be made to the footnote to the fitment chart given above.

Revised fitment formula on account of wage revision under the Seventh Bipartite Settlement

i) On promotion, a member of the subordinate staff shall be given fitment in the clerical scale of pay on stage-to-stage basis, after adding special pay, if any, paid to him on a permanent basis and not as locum (tenens) or temporarily, to his Basic Pay in the subordinate scale. If he has reached maximum in the subordinate scale and is in receipt of Fixed Personal Pay, the increment component thereof (i.e. Rs. 170/-) shall also be added to his Basic Pay. If no corresponding stage in the clerical scale is available for fitment after adding the special pay and increment component of Fixed Personal Pay, wherever applicable, to the Basic Pay in the subordinate cadre, the fitment shall be made at the next higher stage. The revised fitment chart drawn up by consultation with the Staff Federation is given at Annexure 9.9.

ii) In case a member of the subordinate staff promoted to clerical cadre is in receipt of "Special Compensatory Allowance", having been in service as on the 31st October 1993 in terms of our Circular No. PER/IR/30/1994-95, such allowance shall be payable to him at the rate applicable to the stage of his revised basic pay in clerical scale.

iii) In respect of employees promoted between 1st November 1997 and 31st March 1998, the fitment may be made as per the pre-revised scales of pay under the 6th Bipartite Settlement which may thereafter be converted into revised Basic Pay to avoid anomalies arising out of the revision of scales of pay and special pay from different dates.

(CDO: IR: CIR: 52:2001)

SPECIAL COMPENSATORY PROVISIONS FOR WORKMEN EMPLOYEES IN STATE BANK OF INDIA

The special compensatory provisions for higher fitment for the workmen employees in State Bank of India have been made vide bipartite settlements dated the 1.8.1979, 17.9.1984, 9.6.1989 and 14.2.1995 as per details given in Annexure 9.2.
**ANNEXURE- 9.1**

**COMBINED FITMENT CHART ON ACCOUNT OF 8TH BIPARTITE SETTLEMENT**

<table>
<thead>
<tr>
<th>Stage</th>
<th>Present Basic Pay</th>
<th>Revised Basic Pay</th>
<th>Present Basic Pay</th>
<th>Revised Basic Pay</th>
</tr>
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<tr>
<td></td>
<td>CLERICAL STAFF</td>
<td>SUBORDINATE STAFF</td>
<td></td>
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</tr>
<tr>
<td>1</td>
<td>3020</td>
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<td>2750</td>
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<td>2805</td>
<td>4165</td>
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<tr>
<td>+6</td>
<td>16570</td>
<td>5850</td>
<td>9180</td>
<td></td>
</tr>
</tbody>
</table>

+ Stagnation Increments
ANNEXURE-9.2

Special Compensatory Provisions For Higher Fitment Of The Workmen Employees In The State Bank Of India

I. The employees of the Bank, both the clerical and cash department staff and subordinate staff, as were in service of the Bank as on 31st December, 1969 and were in receipt of personal pay immediately prior to 1st September, 1978, shall not, except as otherwise provided hereunder, draw any such personal pay on and from 1st September, 1978. However, in lieu thereof they will be fitted in the new scales of pay.

i) At the stage immediately above the stage at which they would be otherwise fitted in terms of this settlement if they are employees in the clerical and cash department staff and are employees in the subordinate staff drawing a personal pay applicable to Area III; and

ii) Two stage above the stage at which they would otherwise be fitted in terms of this settlement, if they are employees in the subordinate staff drawing a personal pay applicable to Areas I and II.

II. With a view to bringing about uniformity between the employees of State Bank of India and those of other member banks, the Adjusting Allowance payable to clerical, cash department and subordinate staff and the Adjustable D.A. payable to clerical and cash department staff, who were in service of the Bank as on the 31st December 1979, shall not be payable on and from the 1st July 1983. The manner in which compensation will be paid for discontinuing these payments would be as under

i) Two stages above the stage at which they would otherwise be fitted in terms of the Settlement, if they are employees in the clerical and cash department staff drawing Adjusting Allowance and Adjustable D.A.; and

ii) At the stage immediately above the stage at which they would be otherwise fitted in terms of the Settlement, if they are employees in the subordinate staff drawing Adjusting Allowance.

Note:

a) Such of those employees in the clerical and cash department staff, who have reached the maximum of the scale immediately prior to the 1st July 1983, will be paid a fixed personal allowance of Rs.190/- p.m. (which will not rank for D.A. or any other benefit).

b) Such of those employees in the clerical and cash department staff, who have reached the 19th stage of the scale immediately prior to the 1st July 1983, will be paid a fixed personal allowance of Rs.95/- p.m. (which will not rank for D.A. or any other benefit) from 1-7-1983, and Rs.190/- p.m. from 1-7-1984.

III. All members of award staff, who were workmen and in the Bank’s permanent service as such as on the 9th June, 1989 will be fitted in the new scale of pay at a stage higher than the stage in which they are required to be fitted in terms of the Fifth Bipartite Settlement. Further, in case of employees, who had reached the maximum of the scale immediately prior to 1-11-1987 and are fitted at the last (maximum) stage of the new scale, fitment will be made as per the details given in Agreement.
In this connection, employees who had ceased to be in the Bank's service and/or were not workmen as on the 9th June 1989 or had joined the Bank's permanent service as workmen after 9th June 1989, will be given only stage to stage fitment as on 1-11-1987 or on the date of their joining the Bank's service, in the revised scale of pay.

IV. All workmen employees, who were in the Bank's permanent service and permanent part-time employees drawing scale wages as on 1-11-1993 except those who are already covered by the 9th June 1989 Settlement, who joined Bank between 10-6-1989 and 1-11-1993 will get w.e.f 1-11-1993 one stage higher fitment, in the scale of pay, with all consequential benefits i.e., DA, HRA, CCA, PF, Gratuity, Pension etc., in terms of the revised basic pay provided for in the Bipartite Settlement of 14-2-1995 (Sixth Bipartite Settlement) between IBA and the All India Unions of workmen employees in Banks.

Workmen employees, who were on probation as on 1-11-1993, will get such one stage higher fitment one year after their confirmation. There shall be no change in the date of annual increment because of the one stage higher fitment. Annual increment will fall due on the normal anniversary date of increment.

ANNEXURE-9.3

Fitment Formula On Promotion From Subordinate To Clerical Cadre On Or After 01.11.1992.

<table>
<thead>
<tr>
<th>Basic pay + Special Allowance in Subordinate Cadre</th>
<th>Fitment at corresponding Increment component of FPA, stage in clerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>1600 - 1640</td>
<td>1850</td>
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<tr>
<td>1690 - 1750</td>
<td>1950</td>
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<td>2920 – 3020</td>
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<td>4415</td>
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<tr>
<td>**4120 - 4220</td>
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</tbody>
</table>

* Stagnation Increments
Basic Pay + Special Allowance + Increment component of FPA.

1) The date of annual increment shall be the anniversary date of promotion. However, in view of the clubbing of stages in the fitment table, the employees in the higher stage of subordinate scale of pay will get their next increment after promotion on the anniversary date of their increment in the previous scale of pay.

2) If despite the fitment as given above, the emoluments drawn as a clerk on promotion are less than that drawn as a subordinate employee, the difference may be protected by way of Temporary Personal Allowance to be wiped off in three years at the rate of 1/3rd of Temporary Personal Allowance.

3) In this connection, in case a member of the subordinate staff promoted to clerical cadre, is in receipt of “Special Compensatory Allowance”, having been in service as on the 31st October 1993, in terms of our Circular No. PER:IR: 30:1994-95, such allowance shall be payable to him at the rate applicable to his revised basic pay in clerical scale.
**ANNEXURE-9.4**

**Fitment Chart On Account Of Wage Revision Under Seventh Bipartite Settlement**

<table>
<thead>
<tr>
<th>Basic pay + Sp. Pay + Increment component of Fixed Personal Pay in the Subordinate Cadre</th>
<th>Fitment at corresponding stage in the clerical scale of pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>2750 2805</td>
<td>3155</td>
</tr>
<tr>
<td>2860 2935</td>
<td>3290</td>
</tr>
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<td>3010 3100</td>
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<td>3190 3300</td>
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<tr>
<td>6530 6700 **</td>
<td>7160</td>
</tr>
<tr>
<td>6870 7040 **</td>
<td>7540</td>
</tr>
</tbody>
</table>

* Stagnation Increments

** Basic Pay + Special Pay + Increment component of Fixed Personal Pay.

1) The date of annual increment shall be the anniversary date of promotion. However, in view of the clubbing of stages in the fitment table, the employees on the anniversary date of their increment in the higher stage of subordinate scale of pay will get their next increment in the previous scale of pay.

If despite the fitment as given above, the emoluments drawn as a clerk on promotion are less than that drawn as a subordinate employee, the difference may be protected by way of Temporary Personal Allowance to be wiped off in three years at the rate of 1/3rd of Temporary Personal Allowance.
CHAPTER 10

ALLOWANCES

10.1 DEARNESS ALLOWANCE (DA):

Dearness allowance shall be calculated and paid to the workmen staff on the following basis:

10.1.1 (W.E.F. 1.11.2002)

i) SUBORDINATE STAFF: 0.18% of ‘pay’

ii) CLERICAL STAFF:

a. 0.18% of ‘pay’ upto Rs.9650/- plus
b. 0.15% of ‘pay’ above Rs.9650/- and upto Rs.15350/- plus
c. 0.12% of ‘pay’ above Rs.15350/- and upto Rs.16350/- plus
d. 0.04% of ‘pay’ above Rs.16350/-.

10.1.2 (W.E.F. 01.02.2005)

On and from 1st February 2005 Dearness Allowance will be payable at 0.18% of pay.

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

b. 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 in respect of both clerical and subordinate staff.

d. Such of those members of clerical staff, who were in receipt of “non-adjustable personal allowance” of Rs. 19.80 at the maximum of the scale of pay on or prior to 1st August 1979, will continue to draw the same allowance which shall rank for such benefits as DA shall rank.

e. Conversion factor for calculating DA is derived by multiplying the parts of basic pay with the relevant percentage of DA for each slab payable on the respective parts of basic pay.

(EIGHTH BIPARTITE SETTLEMENT)

10.1.3 For the purpose of calculating Dearness Allowance, "quarter" shall mean the period of three months ending on the last day of March, June, September, December and the change in DA, if any, will be effective from May, August, November and February respectively.

(SETTLEMENT DTD.17.9.1984)
10.1.4 The final index figures as published in the Gazette of India or the Indian Labour Journal whichever is earlier, shall be the index figures which shall be taken for the purpose of calculation of dearness allowance.

For the purpose of calculating the dearness allowance for any particular available on the 15th day of that month should be taken. Thus if the dearness allowance for the month of August is to be calculated, the quarterly average for the last quarter for which final index figures are available on the 15th August should be taken.

10.2 ACTING ALLOWANCE

When an employee is permitted to act temporarily in in-cadre higher appointments, he is paid Acting allowance.

The Acting allowance paid in such cases will be proportionate to the special allowance (termed as "Special Pay" vide Seventh Bipartite Settlement) applicable to that particular post and for the period he actually acts in that post.

For example, an employee is permitted to act as Senior Assistant is paid the special allowance applicable to that post for the period he works in that capacity.

10.3 OFFICIATING PAY - CLERICAL STAFF

When a member of the clerical/cash department staff officiates as a Relief Officer (Junior Management Grade Scale I) he is paid an officiating allowance of Rs.2500/- per month, which will rank for DA, HRA and superannuation benefits for the period actually officiates as Officer.

Provided if a workman other than subordinate staff officiates in a post in higher cadre either for a continuous period of 7 days or more or an aggregate of 7 days in a calendar month, he shall be paid officiating pay at the rates laid down in Clauses 9.11 (a)(i) or 9.11 (a) (ii) of the Bipartite Settlement dated 19th October 1966.

(e-circular 105/2005-06 dated 7th July 2005)

The text of clauses 9.11(a)(i) and 9.11(a)(ii) of the Bipartite Settlement dated 19th October 1966 is reproduce below:

9.11(a) If a workman other than subordinate staff officiates in a post in a higher cadre for a continuous period of 7 days or more he shall be paid an officiating allowance for the period for which he officiates, on the following basis:

i) Where the basic pay of the permanent incumbent exceeds the basic pay of the person officiating, the officiating allowance shall be 15% of the basic pay of the person officiating or the difference between the two basic pays, whichever is less, provided that in no case will the officiating allowance be less than 7 and half per cent of the basic pay of the person officiating;

ii) Where the basic pay of the permanent incumbent is equal to or less than that of the person officiating, the officiating allowance shall be 7 and half percent of the basic pay of the person officiating.

10.4 OFFICIATING PAY - SUBORDINATE STAFF
i. When a Record keeper, godownkeeper or bill collector proceeds on leave, a messenger at the branch who has a minimum service of 5 years and has studied at least upto the 8th standard is considered for appointment in such a vacancy.

ii. With effect from 1.11.2002, special allowance of Rs.785/- per month will be payable to subordinate employees for officiating as record keepers/godownkeepers/bill collector. This will rank for dearness allowance and all other attendant benefits.

iii. However, if a subordinate employee officiating as record keeper/ godownkeeper/bill collector is promoted as such, the special allowance of Rs.785/- per month drawn by him on officiating basis will not be taken into account in any manner whatsoever for fitment in clerical scale or for calculating arrears on such promotion.

Note:

Employees who have officiated in higher cadre between 01.11.2002 and 31.05.2006 may be paid the difference in officiating pay on account of wage revision.

For detailed instructions on eligibility for officiating, please refer to Chapter No. 8 of this Reference Book.

10.5 CITY COMPENSATORY ALLOWANCE (CCA)

The City Compensatory Allowance shall be payable as per the following revised rates w.e.f. 01.11.2002.

A. CLERICAL STAFF

(i) At the higher CCA Centers i.e. with population of over 12 lakhs including the State of Goa- 4% of Basic Pay Minimum Rs.175/- p.m. Maximum Rs.375/- p.m.

(ii) At the lower CCA Centers i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair- 3% of Basic Pay Minimum Rs.145/- p.m. Maximum Rs.300/- p.m.

B. SUBORDINATE STAFF

(i) At the higher CCA Centres i.e. with population of over 12 lakhs including the State of Goa- 4% of Basic Pay Maximum Rs.270/- p.m.

(ii) At the lower CCA Centres i.e. places 3% of Basic Pay with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair- Maximum Rs.190/- p.m.

Note:

a) In terms of the provisions contained in Clause III (B)(iii) of the Bipartite Agreement dated the 17th September 1984, 50% of the City Compensatory Allowance, subject to a maximum of Rs. 30/- p.m., mentioned therein and payable to workmen employees who were in service in Area I (other than Nagpur and Pune) as on 31st December 1969, ranks for Provident Fund contributions. This allowance (viz. 50% of CCA, subject to a maximum of Rs.30/- p.m.) will also rank for other superannuation benefits with effect from 1.11.1987.

b) For the purpose of City Compensatory Allowance the latest available official figures of All India Census will be taken into account.
2. A workman transferred from one CCA centre to another and where in the former the CCA is higher than in the latter (the former hereinafter referred to as "higher CCA centre" and latter "lower CCA centre") shall draw the CCA applicable to the lower CCA centre and the difference in the allowance between the higher CCA centre and the lower CCA centre as on the date of transfer shall be protected by way of "adjusting allowance" which will be withdrawn as under:

a) If the transfer has been effected at the request of the workman, the adjusting allowance shall be withdrawn after one year from the date of transfer.

b) If the transfer has been effected otherwise than at his request the 'adjusting allowance' shall be withdrawn in three equal annual installments, the first installment to commence one year after the date of transfer.

3. When an employee has been transferred from a CCA Centre to a non-CCA Centre at his request, the CCA payable to him will be protected by way of adjusting allowance, which will be withdrawn after one year from the date of his transfer. When he is transferred otherwise than his request, CCA which was being paid to him on the date of transfer will be protected by way of 'adjusting allowance'. The adjusting allowance shall be withdrawn in three equal installments. The first installment will commence one year after the date of transfer.

4. A workman who has been transferred from a non-CCA centre to CCA centre (lower or higher) or from a lower CCA centre to a higher CCA centre and is transferred back to a non-CCA centre or lower CCA centre, as the case may be, before completion of one year in the said CCA centre, shall cease to draw CCA on his retransfer to the non-CCA or will draw CCA at the rate applicable to the lower CCA centre from which he was transferred, provided further that where such period is extended at his request beyond one year but not exceeding 2 years from the date of his original transfer, then on his re-retransfer to a non-CCA centre or lower CCA centre, he shall cease to draw CCA on transfer to non-CCA centre or draw CCA at the rate applicable to the lower CCA centre, from which he was originally transferred.

5. If a workman is transferred from a non-CCA centre to a CCA centre (higher or lower) he shall be entitled to CCA at the rates applicable to such centre subject to the provisions laid down in the 4th Bipartite Settlement.

6. If a workman is initially recruited in a CCA centre (higher or lower) for eventual posting to a new branch/office to be opened at a non-CCA centre (or lower CCA centre), the letter of appointment issued to him by the Bank shall clearly specify the State and Place(s) in which he would be eventually posted. In such a case the workman shall be started on the CCA centre emoluments and so long as he remains at the CCA centre, he shall be paid as 'local allowance' the difference between the emoluments of the other place and the CCA centre in which he is temporarily posted.

If within one year of his appointment, he is not posted to the other place for which he was recruited, he shall be deemed to have been appointed in the CCA centre in which he was temporarily posted on recruitment. In that event the 'local allowance' drawn by him till then shall be regularized.

7. City Compensatory Allowance, House Rent Allowance etc. which are payable to employees at certain areas should not be paid in the case of employees posted at the sub-office under the control of parent branches categorized for such purposes unless the sub-offices are located in the same area.
8. (i) In the case of a workman who has been transferred otherwise than at his request from a CCA centre to a non-CCA centre, prior to 17.9.1984, and was drawing or was entitled to draw CCA shall continue to draw the same amount as CCA, which was being paid to him as per the terms and conditions applicable prior to the fourth Bipartite Agreement dated 17.9.1984.

(ii) In the case of a workman who was in service in Area I (other than Nagpur and Pune) on or before 1.1.1970 and was transferred otherwise than at his request, to a non-CCA centre after 17.9.1984, he will be paid CCA equivalent to an amount which would have been paid to him on the date of transfer as per the terms and conditions applicable prior to the fourth bipartite agreement and the difference between that amount and the actual amount of CCA drawn by him on the date of his transfer shall be protected as “adjusting allowance” to be withdrawn in the same manner as set out in sub-paragraph 2 (b) above.

9. It is clarified that if in a place where Project Area Compensatory Allowance is payable and City Compensatory Allowance is also payable under this settlement, the workman working at that place will be entitled to Project Area Compensatory Allowance or CCA whichever is higher.

(Agreement Dated 17.9.1984)

10.6 HOUSE RENT ALLOWANCE (HRA)

10.6.1 Basis for sanctioning House Rent Allowance (HRA)

i) For the purpose of sanction of House Rent Allowance at any centre, the 2001 Census figures should be considered. Claims made on the basis of certificates issued by local authorities should not be considered unless these are supported by the authenticated 2001 Census figures.

(C.C. Letter No. CDO:IR: SPL: 468 Dated 03.03.2005)

ii) All places constituting an Urban Agglomeration should be taken as one Unit and the House Rent Allowance should be paid on the basis of the population of the Urban Agglomeration given in the 1991 census.

iii) When the Government by Notification, declares a place as forming part of the own, municipality on the basis that the population of the place as per 2001 Census is above 10,000 all places coming within such municipality should be taken together for the purpose of payment of House Rent Allowance.

iv) The claims submitted for sanction of House Rent Allowance must be supported by the following information/evidence: -

a. Name of the place and name of the Village Panchayat or Municipality.

b. Name of the banks having branches thereat.


d. Basis of the claim for population (e.g. Reserve Bank of India, Directory of Bank Offices/District Census Handbook).

e. Government Notification regarding formation of Municipality or declaring the place as being part of town (claims supported by certificate from local authorities are not acceptable).
v) The following points should also be taken into consideration while submitting the proposals.

a) A village is to be considered the smallest administrative unit.

b) When a claim is made for payment of House Rent Allowance at a place, it is necessary to determine whether the place falls within the area of a village, municipality, or the Urban Agglomeration.

c) A village/panchayat ceases to exist on the formation of a municipality.

d) The decision whether Panchayat or Nagar Panchayat can be taken as an administrative unit, would depend upon the statute governing the place. However, the guiding factor will be whether on the formation of such a Panchayat or Nagar Panchayat, the Government has by Notification declared in terms of a statute that the village/panchayat ceases to exist. In such an event the population of the Panchayat or Nagar Panchayat can be taken as a unit and the rate of HRA determined accordingly. However, nothing short of a Government Notification is acceptable for this purpose.

e) As regards the Urban Agglomeration, we have also to be guided by the Notification issued by the Government forming an Urban Agglomeration. On such formation of an Urban Agglomeration all places falling within the Urban Agglomeration will be considered as one unit.

f) No place will be considered as part of a City on the basis of contiguity unless the Indian Banks’ Association accepts the same. The Branch Manager will make out a case and submit their reasoned recommendations to the controlling authorities whenever such claims are to be made for treating a place as part of a City on the basis of contiguity.

10.6.2 Quantum of House Rent Allowance

The House Rent Allowance shall be payable as under with effect from 1st November, 2002:

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

Note:

‘Pay’ for the purpose of calculating HRA shall mean basic pay and wherever payable, stagnation increments, officiating allowance and special pay, in full or in part as will be ranking for provident fund benefits.
Where quarters are provided, house rent allowance shall not be payable and rent to be recovered shall be 1% of the first stage of the scale of pay.

A new category of places with population of more than 45 lakhs has been incorporated for the purpose of payment of HRA. In the following places which have population of more than 45 lakhs as per census 2001, HRA is payable at 8.5% of pay: Ahmedabad, Bangalore, Chennai, Delhi, Greater Mumbai, Hyderabad and Kolkata.

10.6.3 Entitlement

i) Where an employee is on leave of any kind other than leave without pay, he will be entitled for house rent allowance provided he satisfies the Bank that he has continued to retain the residential accommodation occupied by him.

ii) Employees on probation are also eligible for house rent allowance.

(iii) When an employee is on leave without pay he will not be entitled to draw house rent allowance.

(iv) In case where the Bank does not provide separate residential quarters and the employee is allowed to sleep on the Bank's premises, he will be entitled to receive house rent allowance.

10.6.4 Recovery of rent for housing accommodation provided by the Bank

Wherever the Bank has provided staff quarters, the following guidelines will be followed for the recovery of house rent allowance from such employees:

a) House Rent Allowance will not be payable

b) No other recovery is made

10.6.5 HRA Payable under Redeployment/transfer Policy and under Career Progression Scheme

Please refer to para 9.5.2 for compensation of HRA payable on account of transfer under redeployment/transfer policy and under career Progression scheme.

[C.C. LETTER CDO/P&HRDIR/66/2006-07 DATED 09.02.2007]

10.7 WASHING ALLOWANCE

Where the washing of livery is not arranged by the Bank, washing allowance at the rate of Rs. 75/- p.m. shall be payable to members of subordinate staff entitled to uniforms w.e.f. 1st August 2004. All the members of staff, who are supplied with uniforms, shall wear them in clean condition while on duty. Further, this allowance will not be paid for the period of leave if an employee's leave exceeds 30 days. No washing allowance would be payable, where the Bank makes washing arrangements.

10.8 WATER SCARCITY ALLOWANCE

i. Water scarcity allowance of Rs. 10/- p.m. for clerical and cash department staff and Rs.8/- p.m. for the subordinate staff is paid to an employee who has actually been
working in the areas for which water scarcity allowance is paid by the Central or State Governments to their employees. The period of payment of the allowance is the same as in the case of the Government employees.

ii. If the allowance is payable at a place where the Central or State Government is not paying such allowance to their employees, the period of payment of such allowance will be from April to July (both inclusive) each year. The continuance of the allowance at these places will be subject to a fresh review by the Bank of the water supply situation at periodical intervals.

[SETTLEMENT DTD.31.3.1967]

10.9 HILL AND FUEL ALLOWANCE

With effect from 01.11.2002 combined Hill and Fuel Allowance will be paid throughout the year. Further it shall be payable at eligible places, which have been divided into 3 categories according to their heights as under: (Please refer to instructions on “Special Area Allowance” also)

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Percentage of Pay</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>At places situated at a height of 3000 meters and above</td>
<td>8%</td>
<td>Rs.950</td>
</tr>
<tr>
<td>II</td>
<td>At places situated at a height of over 1500 meters but below 3000 meters.</td>
<td>4%</td>
<td>Rs.375</td>
</tr>
<tr>
<td>III</td>
<td>At places situated at a height of over 1000 meters but less than 1500 meters and Mercara Town</td>
<td>3%</td>
<td>Rs.300</td>
</tr>
</tbody>
</table>

Note:

a) The above allowance will also be payable at places having a height of not less than 750 meters (which are surrounded and accessible only through hills with a height of 1000 meters and above) at the rate applicable at places with a height of 1000 meters and above but less than 1500 meters.

b) Hill and Fuel Allowance being paid at any place not covered by the aforesaid norms shall cease to be payable. However, employees at such places who were in receipt of such Allowance (as drawn by them with their March 1989 salary) will continue to draw it by way of Fixed Personal Allowance as long as they remain posted thereat as workmen employees.

c) If any employee was in receipt of this allowance over the stipulated maximum limit as on 1.9.1978 it shall be protected.

d) The allowance will be paid at places specifically declared as "Hill Stations" by the Central/State Governments irrespective of their height.

e) The above allowance should be paid only after getting prior sanction from the controlling authority. If the allowance becomes payable in a hill station because of its height, the case should be referred to the controlling authority with all the data.

1. Wherever Hill and Fuel Allowance is being paid, the same will continue to be paid except in those cases where the Allowance is being paid without proper sanction from Corporate Centre or on a wrong interpretation of the Bipartite Agreement or Government notification.
2. According to Government notification, henceforth the criterion for the purpose of determining the height of a Hill station would be the highest point within the Municipal/Statutory limit of a Hill Station as certified by the Survey of India. Accordingly, it will be in order to determine the height of a place on the basis of the highest point within the Municipal/Statutory limits.

3. Where the Survey of India gives only the approximate height of a place, the exact height should be insisted upon to avoid mistakes in marginal cases.

   These guidelines are applicable for ‘Hill Stations’ only and at other place height of the place and not the height of highest point thereat, shall be the criteria for payment of till and feel allowances.

4. Claims for Hill and Fuel Allowance should be referred to the controlling authority for being referred to the Indian Bank’s Association through Corporate Centre along with the following particulars or evidence.

   a) Name of place.
   b) Height of the place above mean sea level
   c) Supporting documents viz. Letter or certificate of Survey of India or Government notification if the Government has declared the place as a Hill Station.
   d) Whether the place was within the local area of municipal limits of the place already declared as a Hill Station.
   e) Names of banks operating in the place or in the vicinity and whether they are paying Hill and Fuel Allowance and if so, from which date.

5. Demands in respect of Hilly Tract areas are to be considered separately.


10.10 TRANSPORT ALLOWANCE

The Transport allowance shall be paid at the rate of Rs.105/- p.m. with effect from 1st November 2002.

   Note:

   i) All permanent part time employees including those on probation drawing scale wages shall be paid transport allowance on pro-rata basis. Temporary employees are not eligible for transport allowance.

   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) The Blind and Orthopaedically handicapped employees will be eligible for conveyance allowance as per guidelines of the Government in addition to the Transport Allowance.

   iv) Transport Allowance is not on reimbursement basis. It has to be treated like any other allowance under the Bipartite Settlement. The same shall be payable for period spent on leave also, unless such leave is on “No Pay and Allowance”.

10.11 CYCLE ALLOWANCE

i. With effect from 1st November 2002, cycle allowance is payable to the members of the subordinate staff who are required by the bank to use a cycle on regular assignment for outdoor duties at Rs.60/- p.m. at all centers. Cycle allowance would not be paid to a workmen member of the subordinate staff entitled to the allowance for the period of leave where such leave exceeds 30 days.

ii. The allowance will not rank for the purpose of calculation of dearness allowance and provident fund contribution.

iii. The allowance should be included in “Salary”. When employees drawing such allowances go on leave, when the duration of leave exceeds 30 days, such allowance will not be paid for the period of such leave. Messengers who are required to use cycle for outdoor duty in leave vacancies for short period are also eligible for the allowance on pro-rata basis.

iv. In this connection, it should be noted that wherever possible, the duty should be assigned in rotation so that all messengers at the branch who know cycling may get the benefit of this allowance. Proposals for sanction of cycle allowance should be submitted to the controlling authority furnishing the following particulars:

   a. Sanctioned strength of messenger at the Branch.
   b. The total number of hours per day for which a messenger is required to use cycle for the Bank’s work.

10.12 SPLIT DUTY ALLOWANCE

i. A full time employee working at a branch where business hours are with a minimum break of two hours is paid a split duty allowance. In partial modification of clause 4 of the Bipartite Settlement dated 28/11/1997 and clause 24 of the Bipartite Settlement dated 27/03/2000, w.e.f. 1st November 2002, Split Duty Allowance shall be payable at all centers at Rs.90/- p.m.

ii. The Split Duty Allowance is not payable to the
   a. Watch and ward staff
   b. Sweepers
   c. Those who reside in the premises of such branch and
   d. Any workmen whose hours of work, apart from normal lunch recess are not split

iii. It is clarified that even where business hours are not split, the Bank is free to split duty hours of
   a. Watch and ward staff and
   b. Sweepers

   Without payment of the allowance

iv. In respect of drivers where the duty hours are split, they shall be eligible for payment of split duty allowance.

(SETTLEMENT DTD.31.10.1979)
10.13 PROJECT AREA COMPENSATORY ALLOWANCE

10.13.1 Effective from 01.11.2002 Project Area Compensatory Allowance will be paid as under:

<table>
<thead>
<tr>
<th></th>
<th>Project Area Group A</th>
<th>Project Area Group B</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical Staff</td>
<td>150</td>
<td>130</td>
</tr>
<tr>
<td>Subordinate Staff</td>
<td>130</td>
<td>110</td>
</tr>
</tbody>
</table>

Project Areas are classified in two groups viz. Group A and Group B. Employees in Project Areas classified as group "C" are being treated as employees in Project Area Group B w.e.f. 01.09.1978.

A place may be classified as a Project Area on the basis of the following principals.

a) Place must be declared as a Project Area by the Government.
b) The Branch should be situated in the Project Area.
c) The Branch should be far away from a town/city and
d) All the land should have been acquired by the Project Authorities as a result of which housing accommodation is not available.

All such cases would need to be referred to Corporate Centre for prior approval.

B) Conditions for claiming /continuation of Project Area Compensatory Allowance:

Claims for payment of Project Area Compensatory Allowance should be supported by the following information/evidence and forwarded to the Controlling Authority for being referred to Indian Banks' Association through Corporate Centre:

i) Whether the place has been declared as a Project Area by the Government authorities. (Copy of the notification may be enclosed).

ii) Whether the Branch is situated in the Project Area.

iii) Whether the Project Authorities have acquired all the land in the area as a result of which private housing facilities are not available/permissible.

iv) Whether the area is far away from normal habitation i.e. town or city and the distance of the Branch from the nearest town.

v) Whether due to the place becoming a Project Area prices are higher than in nearby centers.

vi) Whether the employees thereat reside in the Project Area.

vii) Whether the employees at the Branch have been allocated quarters by the Project Authorities. If so, what is the rent that is normally charged by them.

viii) What is the average distance they have to travel from the residence to their place of work and what is the mode of conveyance.

ix) Are the conditions in the branches situated in the Project Area places very different from those in the nearby places? If so, in what respect.
x) Remarks on accessibility of the place, means of (regular) transport, etc.

xi) Are the prices actually prevailing at the place comparatively higher due to it being a Project Area or comparable to other semi-urban/rural places situated nearby.

The payment of Project Area Compensatory Allowance will be for a period of one year or till the Government withdraws the allowance in respect of its employees whichever is earlier. The continuance of the allowance also depends upon the decision of the Indian Bank's Association. A review on the above lines would have to be submitted through the Controlling Office to Corporate Centre for this purpose. (SETTLEMENT DT.31.10.1979)

10.13.2 Project Area House Rent Allowance

House Rent Allowance in Project Areas, if the Bank does not provide residential accommodation will be paid as under with effect from 01.11.2002:

i) Group 'A'  8.5% of pay
ii) Group 'B'  7.5% of pay


House Rent Allowance in project areas is paid on the basis that residential accommodation is not available in these areas. Accordingly, house rent allowance in these areas shall be payable until such time the Bank is in a position to offer residential accommodation, the occupier's share of taxes as also other charges mentioned below are to be recovered on a proportionate basis:

i) Water charges, electricity charges, if not metered and service charges

ii) Occupier's share of municipal taxes except property tax only in case of leased accommodation.

iii) Special taxes such as Halalkhor tax, State Education cess, etc. levied by Municipal Corporation, State or Central Government, if any and if payable by the tenants only in case of leased accommodation.

If at a centre both City Compensatory Allowance and Project Area Allowance are payable, only the higher of the two shall be paid.

10.14 COMPENSATION FOR LOSSES DUE TO BREAKAGE OR DAMAGE TO GOODS ON TRANSFER

The compensation on transfer shall be payable as under w.e.f. 2nd June 2005:

<table>
<thead>
<tr>
<th></th>
<th>Clerical Staff:</th>
<th>Rs.900/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subordinate Staff:</td>
<td>Rs.600/-</td>
<td></td>
</tr>
</tbody>
</table>

b. Where no receipts/statement of loss are produced a lump-sum payment of

<table>
<thead>
<tr>
<th></th>
<th>Clerical Staff:</th>
<th>Rs.600/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subordinate Staff:</td>
<td>Rs.450/-</td>
<td></td>
</tr>
</tbody>
</table>

(Detailed instruction in this regard are furnished in Chapter No. 11)

a) All clerical and subordinate staff, who joined the Bank’s service on or before 31.10.2001, shall be paid, w.e.f. 1/10/2001, a Special Compensatory Allowance (SCA) ranging from Rs.60/- p.m. to Rs.975/- p.m. on a stage-to-stage basis in the respective scales of pay.

b) The amount of SCA payable every month at different stages of scales of pay will be as per chart given in Annexures -10.3 (a&b) and 10.3(a&b). As and when the employees concerned move from one stage of their pay scale to the next stage, they will be paid SCA as applicable to that (next) stage. The SCA will not rank for DA, HRA, CCA and superannuation benefits.

c) The different stages of the pay ranges of workmen staff indicated in annexure are as per the salary/wage revision made effective from 1/11/2002 and the SCA shall remain at the existing rates with reference to these pay scales only and will not undergo revision on revision in pay of both officers and workmen staff.

d) The SCA will be taken into account while computing the leave encashment facility availed by a Workman staff eligible for payment of SCA.

e) Workmen staff placed under suspension on or before 1/11/1993 and also continue to remain suspended should not be paid the SCA. The SCA will be taken into account while computing subsistence allowance in respect of those officers/workmen staff placed under suspension after 1/11/1993.

f) If a member of subordinate staff, promoted to clerical cadre, is in receipt of “Special Compensatory Allowance” having been in service as on 1/10/2001, such allowance shall be payable to him at the rate applicable to his revised basic pay in clerical scale.

10.16 EDUCATIONAL ALLOWANCE / MID-ACADEMIC YEAR TRANSFER ALLOWANCE

i. In case a member of the award staff is permanently transferred in the middle of an academic year, he shall be eligible for an education allowance/ mid-academic year transfer allowance. In this connection, please also refer to para 10.22 of chapter 10 of this book.

ii. Employees deputed to the inspection department are not eligible for the allowance.

10.17 GODOWN ALLOWANCE

i. Godown-keepers and Godown watchmen to whom the provisions regarding hours of work and overtime do not apply and who were excluded by the Labour Appellate Tribunal in paragraphs 194 and 195 of its decision dated the 28th April 1954 shall be paid a godown allowance of Rs. 139/- p.m. if he is a godownkeeper and Rs. 135/- p.m. if he is a godown watchman.

ii. Godown-keepers who attend the Bank during office hours for performing either godown work or any other office work should be considered as godown-keepers who
are “expected to conform to the usual office hours” Godown allowance shall not be payable to them.

iii. Godown allowance will not rank for purposes of Dearness Allowance, Provident Fund, and Bonus etc.


10.18 DEPUTATION ALLOWANCE

Normally a workman employee should not be deputed to an outside institution. In case the need is felt for such deputation, the matter should be referred to Corporate Centre through the Local Head Office for prior clearance. Members of the award staff, if deputed to Regional Rural Banks, District Industries Centres and Debt Recovery Tribunals (w.e.f. 1.11.2005) will be eligible for deputation allowance at the following rates.

| For deputation to Regional Rural Bank/District Industries Centre/Debt Recovery Tribunals at the same station | 4% of basic pay maximum Rs.375/- p.m. |
| If such deputation as above is at an Outstation centre | 7.75% of basic pay maximum Rs.750/- p.m. |


10.19 PAYMENT OF OUT OF POCKET EXPENSES

a) Reimbursement to the extent of maximum of Rs.60/- per working day may be granted as out of pocket expenses on food, etc to such members of Award Staff who are posted at Airport offices/Service Branches MICR branches, Swift centers and branches having extended business hours before 8.00 a.m. and after 8.00 p.m. and are required to work before 8.00 a.m. or after 8.00 p.m. This facility may be extended to eligible workmen staff only till such time as they are posted at such offices; and it should be withdrawn on their transfer elsewhere. Such expenses are reimbursable only for the days the eligible employees attend office before 8 a.m. or after 8 p.m. Holidays/Sundays and leave periods are excluded for the purpose.

The reimbursement as stated in (a) above should be granted on the basis of a certificate to be furnished by the employees to the effect that the expenditure claimed has actually been incurred.

There will be no change in the rate of out-of-pocket expenses payable to Computer Operators posted at Data Processing/Computer Centres prior to 01.12.1987 and who continue to work thereat, which remains frozen at Rs.5/- per day. Computer Operators posted at such centers subsequent to 1st December 1987 shall continue to be ineligible for the facility as at present. Also, on transfer elsewhere, the facility shall be withdrawn.
10.20 SPECIAL PAY (TERMED AS "SPECIAL ALLOWANCE" PRIOR TO SEVENTH BIPARTITE SETTLEMENT)

10.20.1 The rates of special allowances payable to workmen staff in consideration of their undertaking certain special responsibilities or in consideration of their possessing certain educational qualifications are furnished in Annexure 10.1 and 10.2. Members of the clerical staff working in special allowance carrying posts shall, subject to availability of time, also perform routine duties of their cadre.

B) Special Allowances for Graduation/Professional Qualifications

Please refer to the Chapter No. 9 on “Salary” of this Reference Book.

Notes:
1. When an employee working in a post carrying special pay, officiates as Relief Officer in JM Grade Scale I, he will be paid only the officiating pay, which is higher than the special pay during the period of such officiating. Similarly, if an employee already working in a special pay carrying post acts in a position carrying a higher special pay, he will draw only the latter special pay.

2. Dearness Allowance and House Rent Allowance will be payable on special pay. The said pay will also rank for superannuation benefits.

3. The special pay (a) for educational qualification, JAIIB/CAIB, if any, will be payable in addition to any other pay to which he may be entitled.

4. Stenographers and typists who, in addition to the work done by them in English, type on an average, 5 notes/drafts/letters in Hindi everyday and, in aggregate 300 notes/drafts/letters in Hindi every quarter, will be paid an allowance of Rs.120/- p.m. and Rs.80/- p.m. respectively as Hindi Incentive Allowance.

10.20.2 General instructions with regard to Special Pay

1. When a workmen falls within more than one category, he shall be entitled to receive the special pay at the highest rate applicable to him, provided, however, that special pay for educational qualifications, if any, shall be payable in addition to any other special pay to which he may be entitled.

2. Special pay, wherever applicable, will be paid to the employees holding the posts carrying the special pay even during the period of probation.

3. Special pay would continue to be drawn by a permanent incumbent while on leave.

4. An employee who is asked to work temporarily in a post carrying a special pay would be entitled to such a special pay for such period during which he occupies the post. However, he will not be entitled to any special/officiating pay while he is on leave (including casual leave).

5. An employee is entitled to a special pay so long as he is in charge of such work or the performance of such duties, which attract such pay.

6. An employee with combined designation will be entitled to the appropriate special pay, if an allowance is payable for either of his designations, even if his services are not utilized for a post carrying a special pay.
7. Acting arrangement, being temporary in nature should be treated on a day-to-day basis and special pay should be paid for intervening Sundays/Holidays only when the employee acts on preceding/succeeding working days.

8. Whenever an employee is required to work in a post carrying a special pay, an order to that effect should be issued in writing, specifying the period during which he will act in that post.

9. An employee deputed from his place of permanent posting to other centers on official duty is paid halting allowance in addition to his total emoluments. As such, he will not be eligible for allowance like Project Area Allowance, Hill and Fuel Allowance etc, if payable at the centre to which he is deputed, as he is paid halting allowance.

10. The special pay shall be taken in full for the purpose of calculating overtime wages.

11. Where allowances are the same for two or more categories interchange will not be permitted ordinarily.

12. Please refer to Annexure 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6

10.21 OTHER ALLOWANCES PAYABLE TO WORKMEN EMPLOYEES

In modification of the provisions contained in Annexure to the settlement on service conditions for workmen staff, the “Other Allowances” (not ranking for dearness allowance, house rent allowance, and superannuation benefits) payable to workman employees in the Bank have been revised, with effect from 1st November 2002, as under:

<table>
<thead>
<tr>
<th>I) WORKMEN EMPLOYEES IN CLERICAL CADRE</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Caretakers</td>
<td>610</td>
</tr>
<tr>
<td>ii) Canteen Managers</td>
<td>1010</td>
</tr>
<tr>
<td>iii) Godown-keepers</td>
<td>200</td>
</tr>
<tr>
<td>iv) Conveyance charges for employees using bicycle for official duties where public transport is not available</td>
<td>135</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II) WORKMEN EMPLOYEES IN SUBORDINATE CADRE</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Drivers attached to senior Executives (additional)</td>
<td>470</td>
</tr>
<tr>
<td>ii) Godown Watchman</td>
<td>195</td>
</tr>
</tbody>
</table>

10.22 PROVISION OF VARIOUS FACILITIES AND BENEFITS TO THE WORKMEN STAFF (EMPOWERMENT OF STAFF)

(Memorandum Of Settlement Dated The 23rd October, 2006, Between State Bank Of India And All India State Bank Of India Staff Federation On Empowerment Of Staff.)

The Details Are Furnished In The Chapter On Settlements Between State Bank Of India And All India State Bank Of India Staff Federation On Promotional Avenues/ Career Progression, Technology, Redeployment/ Transfer Of Workmen Staff, Empowerment Of Staff And Other Issues (Chapter 4 Of This Reference Book)
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Particulars</th>
<th>Category Of Employees</th>
<th>Amount (In Rs.)</th>
<th>Periodicity</th>
<th>Date Of Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Reimbursement of expenses on entertainment</td>
<td>Special Assistants working as incharge of Cash-in-Charge and member of marketing and out bound sales force</td>
<td>300</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Special Assistants</td>
<td>200</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td>2.</td>
<td>Reimbursement of expenses on conveyance to clerical staff</td>
<td>Special Assistants/Senior Assistants and member of marketing and out bound sales force</td>
<td>350</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other clerical staff</td>
<td>200</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td>3.</td>
<td>Reimbursement of expenses on conveyance to subordinate staff</td>
<td>Messengers to be used outside the Bank for marketing/recovery etc.</td>
<td>125</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other members of subordinate staff</td>
<td>75</td>
<td>Per month</td>
<td>01.10.2006</td>
</tr>
<tr>
<td>4.</td>
<td>Reimbursement of expenses on Newspaper and magazines including existing newspaper#</td>
<td>Special Assistants working as incharge of Cash In-Charge and member of marketing and out bound sales force</td>
<td>175#</td>
<td>Per month</td>
<td>01.11.2006</td>
</tr>
<tr>
<td>5.</td>
<td>Provision of briefcase</td>
<td>Special Assistants working as incharge of Cash In-Charge and member of marketing and out bound sales force</td>
<td>650</td>
<td>Once in three years</td>
<td>01.11.2006</td>
</tr>
<tr>
<td>6.</td>
<td>Mid-academic Transfer Allowance*</td>
<td>Those employees who are transferred outside Centre under Redeployment Policy and Career Progression Scheme in the middle of the academic year</td>
<td>150</td>
<td>Per month till the end of academic year</td>
<td>01.11.2006</td>
</tr>
</tbody>
</table>

Note: The reimbursement as above in paragraph 10.22 will be made on the basis of certificate to be signed by the concerned member of staff and it will not be necessary to produce bills in respect thereof. It is agreed that the reimbursement will be made on prorata basis for those who are on leave for 7 days or more in a month. Those who are on unauthorized leave or extra ordinary leave or are under suspension will not be eligible for the reimbursements.

(Memorandum of Settlement dated 23rd October 2006- e-circular 458/2006-07 dated 02-12-2006)

*Employees deputed to the inspection department are not eligible for the Mid-academic Transfer allowance.
10.22.1 Provision of Newspaper

Special Assistants working as in-charge of cash and members of marketing and outbound sales force are to be reimbursed the cost of newspapers and magazines amounting to Rs.175/- p.m. w.e.f. 01.11.2006 on certificate basis. Other full-time permanent clerical cadre employees are provided an English National/Regional Local News paper and full-time subordinate cadre employees are provided with one National/Regional/Local Vernacular Language newspaper. Henceforth reimbursement will be made to all categories of clerical and subordinate staff as per their entitlement on certificate basis from March 2007 and onwards. The claim for reimbursement of expenses on newspaper may be submitted in the enclosed format.

CLAIM FOR REIMBURSEMENT OF NEWSPAPER EXPENSES FOR THE MONTH OF:

Name of the employee
Designation
Department/Branch
Name of the newspaper purchased
Cost of Newspaper (for the month of ……………………….)

Certified that the above expenses have actually been incurred by me. Please reimburse me the amount of Rs…. (Rupees………………..).

(Countersigned by Departmental Head) (Signature of the employee)

Note: Delivery charges will not be paid.
(e-circular 668 dated 01-03-2007)

10.23 SPECIAL AREA ALLOWANCE

In supersession of all earlier provisions relating to special area allowance, with effect from 1st November 2002, special area allowance shall be payable at places (details given below) subject to the condition that if at any of the places mentioned therein, Hill & Fuel Allowance is also payable, then at such places only the higher of the two allowances shall be payable and not both.

**Special Area Allowance**

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Area</th>
<th>Pay below 4615</th>
<th>Pay from 4615 to 6990</th>
<th>Pay from 6991 to 10000</th>
<th>Pay from 10000 to 14000</th>
<th>Pay from 14001 and above</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mizoram Chimptuipui District of Mizoram and areas beyond 25 kms. from Lunglei Town in Lunglei District of Mizoram.</td>
<td>300/-</td>
<td>500/-</td>
<td>700/-</td>
<td>1,000/-</td>
<td>1,300/-</td>
</tr>
<tr>
<td></td>
<td>Throughout Lunglei District excluding areas beyond 25 kms from Lunglei town of Mizoram.</td>
<td>250/-</td>
<td>400/-</td>
<td>550/-</td>
<td>800/-</td>
<td>1,050/-</td>
</tr>
<tr>
<td>State/Region</td>
<td>Areas Description</td>
<td>Rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------</td>
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<td>-------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aizawl District of Mizoram</td>
<td>Throughout</td>
<td>150/- 300/- 450/- 600/- 750/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nagaland</td>
<td></td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Andaman &amp; Nicobar Islands</td>
<td>North &amp; Middle Andaman, Little Andaman, Nicobar &amp; Narcondum Islands</td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>South Andaman (including Port Blair)</td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nagaland</td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sikkim</td>
<td></td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lakshadweep Islands</td>
<td></td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assam</td>
<td>Difficult areas of Tripura</td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meghalaya</td>
<td>Throughout Tripura except difficult areas.</td>
<td>150/- 300/- 450/- 600/- 750/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tripura</td>
<td>Difficult areas of Tripura</td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manipur</td>
<td></td>
<td>150/- 300/- 450/- 600/- 750/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jammu &amp; Kashmir</td>
<td>Difficult areas of Arunachal Pradesh</td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Arunachal Pradesh</td>
<td>Throughout Arunachal Pradesh</td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leh District</td>
<td></td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baramulla District</td>
<td>Entire Gurez-Nirabat, Tangdar Sub-Division and Keran Illaquas</td>
<td>300/- 500/- 700/- 1,000/- 1,300/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matchill</td>
<td></td>
<td>250/- 400/- 550/- 800/- 1,050/-</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>VIII) Poonch and Rajouri District: Areas in Poonch and Rajouri District excluding the towns of Poonch and Rajouri and Sunderbani and other urban areas in the two Districts.</td>
<td>150/-</td>
<td>300/-</td>
<td>450/-</td>
<td>600/-</td>
<td>750/-</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
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</tr>
<tr>
<td></td>
<td>IX) Areas not included in (I) to (VIII) above, but which are within the distance of 8 kms from the line of Actual Control or at places which may be declared as qualifying for border allowance from time-to-time by the State Government for their own staff.</td>
<td>150/-</td>
<td>300/-</td>
<td>450/-</td>
<td>600/-</td>
<td>750/-</td>
</tr>
</tbody>
</table>
| 12. | **Himachal Pradesh**  
Chamba District:  
a) Pangi Tehsil, Bharmour Tehsil, Panchayats: Badgaun, Bajol, Deol Kugli, Nayagam and Tundah, Villages: Ghatu of Gram Panchayat Jagat, Kanarsi of Gram Panchayat Chauhata | 300/- | 500/- | 700/- | 1,000/- | 1,300/- |
|   | b) Bharmour Tehsil, excluding Panchayats and Villages included in (a) above. | 250/- | 400/- | 550/- | 800/- | 1,050/- |
|   | c) Jhandru Panchayat in Bhatiyat Tehsil Churah Tehsil, Dalhousie Town (including Banikhet proper). | 150/- | 300/- | 450/- | 600/- | 750/- |
|   | Kinnaur District:  
a) Asrang, Chitkul and Hango Kuno/ Charang Panchayats, 15/ 20 Area comprising the Gram Panchayats of Chhota Khamba, Nathpa and Rupi, Pooh Sub-Division, excluding the Panchayat Areas specified above. | 300/- | 500/- | 700/- | 1,000/- | 1,300/- |
<p>|   | b) Entire District other than Areas included in above. | 250/- | 400/- | 550/- | 800/- | 1,050/- |</p>
<table>
<thead>
<tr>
<th>District</th>
<th>Description</th>
<th>Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kullu District:</td>
<td>a) 15/20 Area of Nirmand Tehsil, comprising the Gram Panchayats of Kharga, Kushwar and Sarga</td>
<td>300/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>500/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,300/-</td>
</tr>
<tr>
<td></td>
<td>b) Outer-Saraj (excluding villages of Jakat-Khana and Burrow in Nirmand Tehsil) and entire District excluding outer Saraj area and pargana of Pandrabis but including villages Jagat-Khana and Burrow of Tehsil Nirmand).</td>
<td>150/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>300/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>600/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>750/-</td>
</tr>
<tr>
<td>Lahaul and Spiti District:</td>
<td>Entire area of Lahaul and Spiti.</td>
<td>300/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>500/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,300/-</td>
</tr>
<tr>
<td>Shimla District:</td>
<td>a) 15/20 area of Rampur Tehsil comprising of Panchayats of Koot, Labana-Sadana, Sarpara and Chadi-Brenda.</td>
<td>300/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>500/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>700/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,000/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,300/-</td>
</tr>
<tr>
<td></td>
<td>b) Dora-Kawar Tehsil, Gram Panchayat of Darkali in Rampur, Kashapath Tehsil and Munish, Ghori Chaibis of Pargana Sarahan.</td>
<td>250/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>400/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>550/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>800/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,050/-</td>
</tr>
<tr>
<td></td>
<td>c) Chopal Tehsil and Ghoris, Panjgaon, Patsnau, Naubis and Teen Koti of Pargana Sarahan, Deothi Gram Panchayat of Taklesh Area, Pargana Barabis, Kasba Rampur and Ghori Nog of Pargana Rampur of Rampur Tehsil, Simla Town and its suburbs (Dhalli, Jatog, Kasumpti, Mashobra, Taradevi and Tutu).</td>
<td>150/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>300/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>450/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>600/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>750/-</td>
</tr>
<tr>
<td>Kangra District:</td>
<td>a) Areas of Bara Bhangal and Chhota Bhangal</td>
<td>250/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>400/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>550/-</td>
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<tr>
<td></td>
<td></td>
<td>800/-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,050/-</td>
</tr>
</tbody>
</table>
b) Dharamshala Town of Kangra District and the following offices located outside the Municipal limits but included in Dharamshala Town—Women’s ITI, Dari, Mechanical Workshop, Ramnagar, Child Welfare and Town and Country Planning Offices, Sakoh, CRSF Office at lower Sakoh, Kangra Milk Supply Scheme, Dugiar, HRTC Workshop, Sadher, Zonal Malaria Office, Dari, Forest Corporation Office, Shamnagar, Tea Factory, Dari, I.P.H. Sub-Division, Dan, Settlement Office, Shamnagar, Hinwa Project, Shamnagar, Palampur Town of Kangra District including HPKVY Campus at Palampur and the following offices located outside its municipal limits but included in Palampur Town—H.P. Krishi Vishwavidhalaya Campus, Cattle Development Office/ Jersey Farm, Banuri, Sericulture Office/ Indo-German Agriculture Workshop/HPPWD Division, Bundla, Electrical Sub-Division, Lohna, D.P.O. Corporation, Bundla, Electrical HESEE Division, Ghuggar.
<table>
<thead>
<tr>
<th>District</th>
<th>150/-</th>
<th>300/-</th>
<th>450/-</th>
<th>600/-</th>
<th>750/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sirmaur District: Panchayats of Bani, Bakhali (Pachhad Tehsil), Bharog Bheneri (Paonta Tehsil), Birla (Nahan Tehsil), Dibber (Pachhad Tehsil) and Thana Kasoga (Nahan Tehsil) and Thansgian Tract</td>
<td>150/-</td>
<td>300/-</td>
<td>450/-</td>
<td>600/-</td>
<td>750/-</td>
</tr>
<tr>
<td>Solan District: Mangal Panchayat.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remaining areas of Himachal Pradesh not included above</td>
<td>40/-</td>
<td>80/-</td>
<td>120/-</td>
<td>160/-</td>
<td>200/-</td>
</tr>
<tr>
<td>Uttar Pradesh: Areas under Chamoli, Pithoragarh and Uttar Kashi Districts</td>
<td>300/-</td>
<td>500/-</td>
<td>700/-</td>
<td>1,000/-</td>
<td>1,300/-</td>
</tr>
<tr>
<td>Uttarakhand: Areas under Rudraprayag and Champavat Districts.</td>
<td>250/-</td>
<td>400/-</td>
<td>550/-</td>
<td>800/-</td>
<td>1,050/-</td>
</tr>
</tbody>
</table>

(EIGHTH BI-PARTITE SETTLEMENT DATED 20.06.2005)

**10.24 DISCOMFORT ALLOWANCE**

Details of Discomfort Allowance payable to clerical cadre employees are furnished in the chapter on Miscellaneous Instructions (Chapter 24 of this Reference Book).
ANNEXURE-10.1

Special Pay For Workmen Staff In State Bank Of India

In modification of the provisions contained in Annexure-1 to the Settlement dated 11th May 2000 on service conditions, the rates of special pay payable to workmen employees stand revised as under from the 1st November 2002:

CLERICAL STAFF

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)</th>
<th>Special Pay per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. POSITIONS TO CONTINUE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Special Assistant/Officiating Pay (Relief Officer)</td>
<td>2000</td>
</tr>
<tr>
<td>2.</td>
<td>Head Draughtsman/ Head Armour /Head Telephone Operator/ Head Pharmacist/ Head Nurse/ Head A.C. Plant Operator/ Head S.T. Plant Operator</td>
<td>1735</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Assistant/ Head Assistant (Accounts)/ Computer Operator/Stenographer / Inspection Assistant/Senior Telephone Operator/ Senior Electrician (Electrical Supervisor)/Senior Armour/ Senior Sewage Fitter/ Senior Pharmacist/ Senior Nurse/Senior A.C. Plant operator/ Senior S.T. Plant Operator/ Senior Control Room Operator/ Draughtsman</td>
<td>1075</td>
</tr>
<tr>
<td>4.</td>
<td>Encoder machine Operator</td>
<td>545</td>
</tr>
<tr>
<td>5.</td>
<td>Agricultural Assistant</td>
<td>535</td>
</tr>
<tr>
<td>6.</td>
<td>Telephone Operator</td>
<td>400</td>
</tr>
<tr>
<td>7.</td>
<td>Pharmacist / Nurse</td>
<td>270</td>
</tr>
<tr>
<td>B. POSITIONS FROZEN:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Erstwhile Official-in-charge (Passing Official)</td>
<td>1525</td>
</tr>
<tr>
<td>2.</td>
<td>Head Punch Operator/ Head Data Entry Operator</td>
<td>1245</td>
</tr>
<tr>
<td>3.</td>
<td>Datanet Operator/ Deputy Head Cashier/ Teller/ Head Asst. (Cash)/ Telex Operator</td>
<td>1075</td>
</tr>
<tr>
<td>4.</td>
<td>Bradma Machine Operator (I)</td>
<td>715</td>
</tr>
<tr>
<td>5.</td>
<td>Data Entry Operator</td>
<td>630</td>
</tr>
<tr>
<td>6.</td>
<td>Deputy Head Assistant (Cash)/ Cashier Operating Electronic Cash Register/ Bradma Machine Operator (II)</td>
<td>535</td>
</tr>
<tr>
<td>7.</td>
<td>DIR Assistant/ Audit Clerk</td>
<td>400</td>
</tr>
<tr>
<td>8.</td>
<td>Mill Checking Assistant</td>
<td>200</td>
</tr>
<tr>
<td>C. REVISION OF SPECIAL PAY EFFECTIVE FROM 01.07.2005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Special Assistants</td>
<td>2500</td>
</tr>
<tr>
<td>2.</td>
<td>Senior Assistants and Head Assistants (Accounts)</td>
<td>1800</td>
</tr>
</tbody>
</table>

Note: The positions listed under ‘B’ above will be abolished on existing incumbents moving over to higher positions or retiring from the Bank’s service etc., and until their retirement/movement, they will continue to draw the special pay as listed. Their retirement or movement to higher positions will not result in new vacancies. Their services will be utilized as stated below:
(a) The posts of Head Punch Operators, Head Data Entry Operators and Erstwhile Officials Incharge will be abolished on present incumbents moving over to higher positions or retiring from Bank’s service. The remaining Head Punch Operators, Head Data Entry Operators and erstwhile Officials Incharge, if any, will be redesignated/appointed as Senior Assistants.

(b) Telex Operators, Datanet Operators, Dy. Head Cashiers, Tellers and Head Asstt. (Cash), who have completed 12 years service, will be redesignated/appointed as Senior Assistants. The services of such Telex Operators, who have not completed 12 years service, if any, will be utilized as Computer Operators.

(c) The existing Bradma Machine Operators (I), Data Entry Operators, Dy. Head Asstt. (Cash), Cashiers Operating Electronic Cash Register, Bradma Machine Operators (II), DIR Assistants, Audit Clerks and Mill Checking Assistants, who have completed 12 years service, will be appointed as Senior Assistants. The services of such employees, who have not completed 12 years service, if any, will be utilized as Assistants (Cash/Accounts).

(e) The posts of Godown-keepers and Bill Collectors will be abolished on the present incumbents on their retiring from the Bank’s service or moving on to higher in-cadre or out-of cadre positions. The services of existing Godown Keepers and Bill Collectors will be utilized as Record Keepers/Cashiers.

NOTE: The inspection assistants, who have completed 12/23 years of service in the Bank and are otherwise eligible for higher appointment under career progression scheme for workmen employees are to be offered higher appointment as senior/special assistants and higher special pay.
### ANNEXURE-10.2

**Special Pay for in cadre Career Progression of Stenographers and Record Keeper cum-Cashiers (Settlement dated 23.10.2006)**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)</th>
<th>Special Pay per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Special Assistants</td>
<td>2500</td>
</tr>
<tr>
<td>2.</td>
<td>Special Stenographer</td>
<td>2000</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Stenographer</td>
<td>1500</td>
</tr>
<tr>
<td>4.</td>
<td>Stenographer</td>
<td>1075</td>
</tr>
<tr>
<td>5.</td>
<td>Special Record Keeper-cum-Cashiers/Record Keepers/ Cashiers</td>
<td>700</td>
</tr>
<tr>
<td>6.</td>
<td>Senior Record Keepers-cum-Cashiers/Record Keepers/ Cashiers</td>
<td>500</td>
</tr>
</tbody>
</table>

*(CDO/P&HRDIR/66/2006-07 DATED 09.02.2007)*
ANNEXURE-10.3

In modification of the provisions contained in Annexure-1 to the Settlement dated 11th May 2000 on service conditions, the rates of special pay payable to workmen employees stand revised as under from the 1st November 2002:

SUBORDINATE STAFF

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)</th>
<th>Special Pay per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. POSITIONS TO CONTINUE:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Head Driver</td>
<td>1420**</td>
</tr>
<tr>
<td>2.</td>
<td>Senior Head Messenger/ Senior Head Watchman/ Senior Head Armed Guard/ Senior Head General Attendant/ Senior Head Sweeper/ Senior Head Bearer/ Senior Head Cook / Senior Head Mali/ Driver</td>
<td>1335</td>
</tr>
<tr>
<td>4.</td>
<td>Officiating Pay (Record Keeper/ Godown Keeper/ Cashier/ Bill Collector)</td>
<td>785</td>
</tr>
<tr>
<td>5.</td>
<td>Head Messenger/ Head Watchman/ Head Bearer/ Head Mali/ Head General Attendant/ Head Sweeper/ Head Cook</td>
<td>680</td>
</tr>
<tr>
<td>6.</td>
<td>Senior Cook/ Senior Bearer/ Senior Liftman/Armed Guard/ Pump Attendant/ / Telephone Lineman</td>
<td>535</td>
</tr>
<tr>
<td>7.</td>
<td>Watchman/ Senior General Attendant (Cash Hammal/ Farrash/Sweeper)/ Fireman</td>
<td>300</td>
</tr>
<tr>
<td>8.</td>
<td>Liftman/ Plumber/ Cook/ Canteen Boy*/ Machine Man</td>
<td>265</td>
</tr>
<tr>
<td>B. POSITIONS FROZEN:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Compositor</td>
<td>1175</td>
</tr>
<tr>
<td>2.</td>
<td>Pressmen</td>
<td>790</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Chowkidar/ Dufftyar/ Sorter</td>
<td>535</td>
</tr>
<tr>
<td>4.</td>
<td>Impositor-cum-Distributor</td>
<td>415</td>
</tr>
<tr>
<td>5.</td>
<td>Dup. Machine Operator</td>
<td>300</td>
</tr>
<tr>
<td>7.</td>
<td>Note Stitching Machine Operator</td>
<td>140</td>
</tr>
</tbody>
</table>

*The Corporate Centre is holding discussions with All India State Bank of India Staff Federation and pending further advices from Corporate Centre, the special pay shall not be payable to Canteen Boys. *(CDO:IR: SPL: 143 DATED 18.07.2005)*

**Please also refer to chapter 7.2 for guidelinelines for Career Progression of Drivers etc. and Annexure 10.4 for revision in Special Pay w.e.f. 23-10-2006.

Note:

i) The positions listed under ‘B’ above will be abolished on existing incumbents moving over to higher positions or retiring from the Bank’s service etc. and until their retirement/movement, they will continue to draw the special pay as listed. Their retirement or movement to higher positions will not result in new vacancies. Their services will be utilized as stated below:
(a) The posts of Compositors will be abolished on the incumbents moving over to higher positions or retiring from the Bank’s service. The services of such Compositors, who have not completed 23 years of service, will be utilized as Head Messengers.

(b) The posts of Pressmen, Duftaries, Sorters, Impositor-cum-Distributors, Dup. Machine Operators, Copying Machine Operators, Godown Watchmen and Note Stitching Machine Operators will be abolished on the incumbents moving over to higher positions or retiring from the Bank’s service. There will be no creation of fresh vacancies in these positions on higher appointment, retirement or death of present incumbents. The Head Messengers will perform the duties of Copying Machine Operators, Dup. Machine Operators, Note Stitching Machine Operators, Duftaries and Sorters, wherever required.

ii) The Chowkidars, Head Chowkidars and Senior Head Chowkidars will be designated as Watchmen, Head Watchmen and Senior Head Watchmen respectively.

iii) The present Head Cash Coolie, Head Hammal, Head Farrash, Head Sweeper, Head Guard, Head Watchman, Head General Attendant, Head Bearer and Head Liftman, not completing 15 years’ service, will be redesignated as Senior General Attendant (Cash/Hammal/Farrash/Sweeper), Senior Guard, Senior Watchman, Senior General Attendant, Senior Bearer and Senior Liftman respectively. On completion of 15 years’ service they will be eligible for a special pay of Rs.680/- p.m.

iv) In terms of the Scheme for Career Progression Within-the-Cadre for Workmen Staff contained in the Settlement dated 22nd July 2003, as a general rule every member of the subordinate staff drawing a lower special pay will be eligible for a special pay of Rs.680/- (Revised) on completion of 15 years of full time service and the term ‘Head’ prefixed to his designation.

Similarly, on completion of 23 years of full time service, he will be eligible for a special pay of Rs.1335/- (Revised) with the term ‘Senior Head’ prefixed to his designation. This would be done once every year on the 1st August in accordance with the procedure laid down in Annexure IV to the aforesaid Settlement.
**ANNEXURE-10.4**

**Special Pay for in cadre Career Progression of Armed Guards, Drivers, Electricians/Sanitary Fitters, A.C./S.T. Plant Attendants**  
*(Settlement dated 23.10.2006)*

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)</th>
<th>Special Pay per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Driver</td>
<td>1335</td>
</tr>
<tr>
<td>2.</td>
<td>Senior Drivers</td>
<td>1400</td>
</tr>
<tr>
<td>3.</td>
<td>Senior Head Driver</td>
<td>1450</td>
</tr>
<tr>
<td>5.</td>
<td>Senior Electrician, Senior Sanitary Fitter, Senior A.C. Plant Attendant</td>
<td>1300</td>
</tr>
<tr>
<td>6.</td>
<td>Senior Head Electrician, Senior Head Sanitary Fitter, Senior Head A.C. Plant Attendant, Senior S.T. Plant Attendant</td>
<td>1350</td>
</tr>
<tr>
<td>7.</td>
<td>Head Armed Guard w.e.f. 01.07.2005</td>
<td>800</td>
</tr>
</tbody>
</table>

*(CDO/P&HRDIR/66/2006-07 DATED 09.02.2007)*
**ANNEXURE-10.5**

**CLERICAL STAFF**

Special Compensatory Allowance Payable with effect from 01.10.2001 to those employees who are in the service of State Bank of India on the date of signing the Settlement i.e. on 22.07.2003 and are currently in receipt of SCA.

<table>
<thead>
<tr>
<th>Stages</th>
<th>Basic Pay</th>
<th>SCA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Existing</td>
<td>Revised</td>
</tr>
<tr>
<td>1</td>
<td>3020</td>
<td>170</td>
</tr>
<tr>
<td>2</td>
<td>3155</td>
<td>180</td>
</tr>
<tr>
<td>3</td>
<td>3290</td>
<td>190</td>
</tr>
<tr>
<td>4</td>
<td>3425</td>
<td>200</td>
</tr>
<tr>
<td>5</td>
<td>3650</td>
<td>210</td>
</tr>
<tr>
<td>6</td>
<td>3875</td>
<td>220</td>
</tr>
<tr>
<td>7</td>
<td>4100</td>
<td>240</td>
</tr>
<tr>
<td>8</td>
<td>4420</td>
<td>260</td>
</tr>
<tr>
<td>9</td>
<td>4740</td>
<td>280</td>
</tr>
<tr>
<td>10</td>
<td>5060</td>
<td>300</td>
</tr>
<tr>
<td>11</td>
<td>5380</td>
<td>320</td>
</tr>
<tr>
<td>12</td>
<td>5720</td>
<td>340</td>
</tr>
<tr>
<td>13</td>
<td>6060</td>
<td>360</td>
</tr>
<tr>
<td>14</td>
<td>6400</td>
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<td>7160</td>
<td>420</td>
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<td>17</td>
<td>7540</td>
<td>440</td>
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<tr>
<td>18</td>
<td>7920</td>
<td>470</td>
</tr>
<tr>
<td>19</td>
<td>8600</td>
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<td>Stag III</td>
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<td>550</td>
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<tr>
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<td>10500</td>
<td>550</td>
</tr>
<tr>
<td>Stag V</td>
<td>10880</td>
<td>550</td>
</tr>
</tbody>
</table>
ANNEXURE-10.6

CLERICAL STAFF

Special Compensatory Allowance Payable with effect from 01.10.2001 or date of 
joining which ever is later to those employees who are in the service of State Bank of India on the date of signing the Settlement i.e. on 22.07.2003 and are currently not in receipt of SCA

<table>
<thead>
<tr>
<th>Stages</th>
<th>Basic Pay</th>
<th>SCA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3020</td>
<td>100</td>
</tr>
<tr>
<td>2</td>
<td>3155</td>
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<td>4</td>
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<td>5</td>
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<td>6</td>
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</tr>
<tr>
<td>18</td>
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<td>9740</td>
<td>425</td>
</tr>
<tr>
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<td>10120</td>
<td>425</td>
</tr>
<tr>
<td>Stag IV</td>
<td>10500</td>
<td>425</td>
</tr>
<tr>
<td>Stag V</td>
<td>10880</td>
<td>425</td>
</tr>
</tbody>
</table>
**ANNEXURE-10.7**

**SUBORDINATE STAFF**

Special Compensatory Allowance Payable with effect from 01.10.2001 to those employees who are in the service of State Bank of India on the date of signing the Settlement i.e. on 22.07.2003 and are currently in receipt of SCA

<table>
<thead>
<tr>
<th>Stages</th>
<th>Basic Pay</th>
<th>Existing</th>
<th>Revised</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2750</td>
<td>150</td>
<td>210</td>
</tr>
<tr>
<td>2</td>
<td>2805</td>
<td>155</td>
<td>215</td>
</tr>
<tr>
<td>3</td>
<td>2860</td>
<td>160</td>
<td>220</td>
</tr>
<tr>
<td>4</td>
<td>2935</td>
<td>165</td>
<td>225</td>
</tr>
<tr>
<td>5</td>
<td>3010</td>
<td>170</td>
<td>240</td>
</tr>
<tr>
<td>6</td>
<td>3100</td>
<td>175</td>
<td>245</td>
</tr>
<tr>
<td>7</td>
<td>3190</td>
<td>180</td>
<td>250</td>
</tr>
<tr>
<td>8</td>
<td>3300</td>
<td>190</td>
<td>260</td>
</tr>
<tr>
<td>9</td>
<td>3410</td>
<td>200</td>
<td>280</td>
</tr>
<tr>
<td>10</td>
<td>3520</td>
<td>210</td>
<td>290</td>
</tr>
<tr>
<td>11</td>
<td>3650</td>
<td>220</td>
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</tr>
<tr>
<td>12</td>
<td>3780</td>
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<td>13</td>
<td>3910</td>
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<td>14</td>
<td>4040</td>
<td>250</td>
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<td>280</td>
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</tr>
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<td>18</td>
<td>4660</td>
<td>300</td>
<td>440</td>
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<td>350</td>
<td>520</td>
</tr>
<tr>
<td>20</td>
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<td>560</td>
</tr>
<tr>
<td>Stag I</td>
<td>5170</td>
<td>350</td>
<td>560</td>
</tr>
<tr>
<td>Stag II</td>
<td>5340</td>
<td>350</td>
<td>560</td>
</tr>
<tr>
<td>Stag III</td>
<td>5510</td>
<td>350</td>
<td>560</td>
</tr>
<tr>
<td>Stag IV</td>
<td>5680</td>
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<tr>
<td>Stag V</td>
<td>5850</td>
<td>350</td>
<td>560</td>
</tr>
</tbody>
</table>
ANNEXURE- 10.8

**SUBORDINATE STAFF**

Special Compensatory Allowance Payable with effect from 01.10.2001 or date of joining which ever is later to those employees who are in the service of State Bank of India on the date of signing the Settlement i.e. on 22.07.2003 and are currently not in receipt of SCA.

<table>
<thead>
<tr>
<th>Stages</th>
<th>Basic Pay</th>
<th>SCA</th>
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<td>210</td>
</tr>
<tr>
<td>Stag V</td>
<td>5850</td>
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</tbody>
</table>
CHAPTER 11
HALTING ALLOWANCE, TRAVELING EXPENSES AND CONVEYANCE EXPENSES

11.1 Halting Allowance

11.1.1 Rates of Halting Allowance

Halting allowance which is intended to cover the ordinary daily expenses incurred by an employee when he is away from headquarters on duty, will be payable at the following rates with effect from the 2nd June 2005:

<table>
<thead>
<tr>
<th></th>
<th>Higher CCA Centers</th>
<th>Lower CCA Centers</th>
<th>Non CCA Centres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical Staff</td>
<td>Rs.400/- per diem</td>
<td>Rs.300/- per diem</td>
<td>Rs.250/- per diem</td>
</tr>
<tr>
<td>Subordinate Staff</td>
<td>Rs.300/- per diem</td>
<td>Rs.200/- per diem</td>
<td>Rs.150/- per diem</td>
</tr>
</tbody>
</table>

11.1.2 Definition - "Per Day"

For the purpose of calculating halting allowance, a day shall mean each period of 24 hours or any part thereof reckoned from the time the employee leaves his headquarters, provided the duration of absence from headquarters covers at least one night.

11.1.3 Journeys Completed On The Same Day

(SETTLEMENT DATED. 31.3.1967)

(a) In respect of journeys completed on the same day, where the period between the time when a workman commences work on that day and the time at which he returns to his place of work from outstation duty exceeds his normal working hours plus recess interval, full halting allowance at the rates applicable to him shall be paid. In such a case, he will not be entitled to any overtime wages.

(b) Where a workman is required to work in the office at the headquarters either before proceeding on, or after returning from outstation duty and the total hours of actual work exceed the workman's normal working hours minus the recess interval, the workman shall have the option to claim either (a) full halting allowance, or (b) batta as provided in clause 6.84 (4) of Desai Award i.e.50% of halting allowance plus any overtime pay for which he would otherwise have been eligible. For purposes of calculating overtime, the total hours of work at the outstation, the to and fro travel time on outstation duty and the actual hours of work at the office, either before or after going on outstation duty should be taken into account. Where the place of outstation duty is beyond the municipal limits of the headquarters, the workman will not be entitled to batta, as provided in the Desai Award, if the place of outstation duty is less than 5 Kms. from the office. Where, however, the place of outstation duty is within the municipal limit of the headquarters, but is at a distance of more than 15 Kms. from the office, the workman will be entitled to batta as provided in the Desai
Award, notwithstanding that the place of outstation duty is within the municipal limits of the headquarters.

No batta will be payable to a workman who at the discretion of the Bank undertakes a journey of more than 15 kms from the headquarters.

Clarifications

a) The duration of the working hours on outstation duty will not have any bearing on payment of batta, if the other conditions set out above are satisfied.

b) For the above purposes, municipal limits should be treated as the entire area covered by the Urban Agglomeration. The 'municipal limit' for the purpose of payment of Halting allowance would also include such areas, which though outside the municipal limits of the city, are treated as part of the city for purpose of payment of H.R.A./C.C.A. etc. being on the periphery or a part of the Urban Agglomeration etc.

c) If the deputation is within a given centre forming one unit or within the constituent units of the Urban Agglomeration of a place as per 2001 census, halting allowance is not to be paid.

However, there will be no change in the position regarding payment of halting allowance or batta in terms of paragraph 5.14 of the Bipartite Agreement dated 31.3.1967.

11.1.4 Residential Training Centre/Outside Agencies

Halting allowance at the rate of one-fourth of the normal halting allowance shall be paid in case of deputation to residential training centre/outside agencies where free boarding and lodging are made available.

11.1.5 Non-residential Training Center

An employee deputed to a non-residential training centre will be paid halting allowance at the appropriate rate provided the non-residential training centre is situated outside the station of his posting (i.e. only if other provisions relating to the payment of halting allowance are satisfied).

11.1.6 Where Residential Accommodation Is Provided

An employee deputed from one office to another and to whom residential accommodation is provided at the station to which he is deputed, will be entitled to halting allowance at only half of the rate applicable and not at the full rate.

11.1.7 Opening Of New Branches

An employee required to report to the Branch Manager designate (of a new branch proposed to be opened) at the link Branch shall be paid halting allowance at the appropriate rate for the period he is on duty at the link branch, subject to the other conditions relating to payment of halting allowance.
11.1.8  Halting Allowance During Leave Period

Halting allowance will not be payable to an employee for the period of leave while on deputation except when he falls sick and is granted leave for this purpose and does not leave the station of deputation during his illness. The nature of leave taken, if any, should be indicated in the relative traveling expenses bill.

11.1.9  Employees On Permanent Transfer

An employee transferred permanently from one station to another will not be entitled to halting allowance for the journey period, joining time and taking over period, if any, allowed to him.

11.1.10 Agricultural Assistants

Agricultural assistants stationed in central villages are entitled to halting allowance at the rates laid down in their service rules for the period of their being away on duty from headquarters.

11.1.11 General Instructions In Regard To Halting Allowance

a) Halting allowance will be paid to an employee on deputation at the rate applicable to the centre to which he is deputed.

b) Members of award staff may be permitted to avail themselves of advance against halting allowance on the same terms and conditions as applicable to supervising staff. They will be permitted to draw advance against halting allowance at fortnightly intervals for the period of duty already completed.

c) Where the payment of halting allowance covers a continuous period in excess of one month, the payment will have to be authorized by the controlling authority.

d) Payment of other allowance during deputation. An employee who is deputed to a centre will not be eligible to draw allowance such as Project Area Allowance, Hill and Fuel allowance etc., if payable at the centre to which he is deputed inasmuch as he is paid halting allowance during that period.

e) While on inspection duty, the employees are eligible to draw halting allowance at the appropriate rate, besides the discomfort allowance and special allowance as applicable.

f) Consequent to the revised classification of centres per census 2001, halting allowance at higher rates has become payable to officers and workmen staff in respect of these centres. Accordingly, it has now been decided to pay/reimburse halting allowance at rates according to the revised classification of areas per Census 2001 with effect from the 14th October 2004. (e-circular 5 dated 18-12-2004)

11.1.12 Civil Defence Work

If an award staff employee is sponsored for duty/training in connection with Civil Defence Work, he is eligible for special duty leave for that particular period of civil defence training/duty. He is also paid the traveling expenses and halting allowance for the relative period as per his entitlement.
11.2 Reimbursement Of Expenses On Permanent Transfer/Travel On Duty

11.2.1 An employee other than a member of subordinate staff when transferred from one station to another will be entitled for reimbursement of traveling expenses, provided he shifts his residence with household kits/personal effects to the transferee centre, as under:

   a) One first class fare by rail or second-class fare by steamer for himself and his family if taken. If the travel is by steamer he will be entitled to travel by the lowest cabin class or appropriate class equivalent to the fare payable by the first class by rail, whichever is higher. (SETTLEMENT DATED. 17.9.1984)

   b) For transporting personal effects on transfer. The cost actually incurred in transporting his personal effects by any mode of transport, at goods train rate subject to the maximum weight as under will be reimbursed.

   - Married: 1500 Kgs
   - Unmarried: 1000 Kgs

   i) No expenses will be payable in respect of the servant.

   ii) Charges for supply of bedrolls incurred while travel on duty, LFC and transfer are not reimbursable. Expenses for servant are also not reimbursable.

11.2.2 Subordinate Staff

A member of the subordinate staff, when transferred from one station to another is paid traveling expenses as under:

   (a) Second class fare by rail or third class fare by steamer for himself and for his family, if taken. (SETTLEMENT DATED. 31.10.1979)

   In case a member of subordinate staff undertakes journey by sleeper class, he may be paid sleeper class fare. However, for the purpose of notional entitlements only second-class rail fare will be taken into account, if the employee undertakes journey by any other class or mode of travel.

   b) For transporting personal effects on transfer the employees will be entitled for reimbursement of cost actually incurred for transporting his personal effects by any mode of transport of goods train rate weighing as under:

   - Married: 1000 Kgs
   - Unmarried: 750 Kgs

11.2.3 Compensation On Transfer For Losses Due To Breakage Or Damage To Goods

Please refer to paragraph 10.14, Chapter 10 of this Reference Book
11.2.4 *Porterage, Cartage And Other Incidentals*

A member of the clerical cadre Staff will be entitled for reimbursement of expenditure unavoidably incurred for such purposes as packing, carting, auto-rickshaw, coolie hire, etc, and established to the satisfaction of the sanctioning authority. Reimbursement of packing and carting charges is subject to prior sanction by the controlling authority in each case.

A member of the subordinate staff may be reimbursed expenses incurred on cartage, mazdoor hire etc, provided the expenses are established to the satisfaction of the sanctioning authority.

11.2.5 *Transport Of Vehicle*

Award staff employees who own a scooter/motor cycle or moped may also be permitted to claim cost of transporting a vehicle on transfer to another station within the limits stipulated in paragraph 11.2.1(b) for clerical staff and 11.2.2(b) for subordinate staff.

11.2.6 *Reimbursement Of Expenses In Respect Of Family*

For the purpose of travel on transfer, the definition of family is the same as in the case of leave fare concession.

i) If for any reason, the family of an employee does not travel with him but joins him within a period of six months from the date of his transfer, an employee shall be entitled to draw the further fares for the family and the cost of transporting luggage payable, subject to the limits fixed.

ii) When the family, in consequence of transfer, travels from a place other than from which the employee is transferred, the employee may draw the actual traveling expenses incurred by the family to join the employee at the new station. But the amount so drawn shall not exceed the maximum amount admissible to the employee if his family had been stationed at the place from where the employee was transferred.

iii) **Shifting of the family to a place other than the place of posting**

When an employee is transferred to a place falling in a difficult terrain or having extreme climate or lacking in educational facilities of his children, he may be permitted to keep his family at his place of domicile or any other convenient place and reimbursed actual traveling expenses in respect of his family members and also the expenses incurred for transportation of household luggage in shifting his family to a place as stated above, provided the cost to the Bank does not exceed the amount that could have been payable to the employee had he taken his family and household luggage to the place of posting. This would, however, need prior clearance from the Controlling Authority. In the event of an employee claiming such reimbursement, he will not be subsequently eligible to claim traveling expenses in respect of his family members if he decides to take them to the place of his posting at a later date.

iv) An employee who is posted to a difficult and inconvenient centre where educational facilities are inadequate or are not available at all, may have to keep his children for their education outside the place of his posting. In such case, he may be reimbursed, in terms of his eligibility, the traveling expenses on account of the children
consequent on transfer from his present place of posting to the place where he is posted on transfer or the actual expenditure incurred, whichever is lower.

v) The above principle will also be applicable in the case of an employee who is staying alone at the place of his posting and his family members are not staying with him at the place of posting for some convincing reasons.

11.2.7 Transportation Through "Out Agency"

Where the place to which an employee is transferred is not connected or is partly connected by rail (or steamer) the employee shall be entitled to actual expenses incurred for transport of personal effects up to the limits specified to and from the place of transfer, through an 'Out-Agency' if available. He shall be entitled to the actual cost of transporting the same by road through an authorized transport company only if there is no railway station or railway out agency at both the places i.e. the place from where he is transferred and the place to which he is transferred.

11.2.8 Employees Transferred At Request

Employees transferred at their request after five years of service are eligible for reimbursement of compensation on transfer and traveling expenses only once in their career. These amounts are payable irrespective of whether the employee is relieved within one year of the date of his transfer application or otherwise.

11.2.9 Inter Circle Transfer

No traveling expenses and halting allowance are payable to an award staff member in regard to Inter Circle Transfers on request. However, purely as an interim measure if an employee is transferred at his request, after completion of seven years' of service the traveling expenses may be reimbursed only once in his career.

(PA/CIR/71 DATED 04.11.93, PA/CIR/17 DATED 09.05.83, PER/IR/CIR/23 DT.09.03.90)

11.2.10 Inspection Department Staff

(a) Employees who join the mobile staff of the Inspection Department are paid traveling expenses from the place of their last posting to the place where they are asked to report for the new assignment.

(b) Reimbursement of traveling expenses incurred for shifting the employee's family to a convenient place in such cases is permitted, to the same extent to which he would have been eligible, if the employee had been transferred to that place and joined the Inspection Department from there. At the time of reversion, similar expenses for shifting the family from that place of the employee's posting will also be reimbursed.

(c) If at the employee's request, he is permitted as a special case to retain residence provided to him at the place of his last posting, he will not be eligible to claim the traveling expenses in respect of some/all members of his family.

11.2.11 New Recruits

If a candidate selected for appointment in the clerical cadre in the Bank reports for pre-entry training (before reporting for duty at the designated Branch), he should be treated as having joined the Bank on that date. Thereafter, he may be paid traveling expenses for himself as applicable to the clerical staff provided he has gone through
the medical examination and is willing to join the designated branch after availing
the journey period.

11.2.12 Deceased Employees - Transportation Of Personal Property And Fare
For The Family

If an employee dies in service, the cost of transportation of his personal property and
the fares of the dependent family members for travel from his last place of posting to
the place where the family proposes to settle down, may be reimbursed subject to
the ceiling laid down in his service rules.

11.2.13 Recall From Leave
(PA: CIR: 10 DATED. 3.3.1983)

If a member of Award Staff is called back from leave, when considered necessary in
the interest of the Bank, he is eligible for reimbursement of traveling expenses to and
from the place where he was spending his holiday. The employee will also be entitled
to claim traveling expenses of his family provided they have accompanied him while
going to such a place or have gone to such a place within a week of his going there
and have accompanied him whilst returning from such a place or have returned to
the place of work within a week of his return to the place.

11.2.14 Reimbursement Of Expenses For Travel On Duty

In cases of journey by rail or steamer other than on transfer, where an employee
travels for inspection or other duty in the interest of the Bank, an employee other than
a member of the subordinate staff is paid traveling expenses on the following basis.

i) One first class fare by rail or lowest cabin class or appropriate class equivalent to the
fares payable by first class by train whichever is higher in respect of journeys
undertaken by steamer.

(ii) The actual cost, if any, of freight of his personal belongings.

(iii) Any other unavoidable expenditure incurred such as autorickshaw hire, porterage,
etc. established to the satisfaction of the sanctioning authority.

11.2.15 Subordinate Staff

A member of the subordinate staff is entitled to second-class fare by rail or third class
fare by steamer, to and fro for himself. Clause (ii) and (iii) of para 11.2.14 above will
also be liable above equally to him.

11.2.16 Travel In A Class Lower Than Entitlement

Where an employee travels by a lower class than the one he is entitled to, he can be
paid railway fare as per his entitlement, provided he satisfies the sanctioning authority
that travel by a lower class was unavoidable and due to circumstances beyond his
control and overall cost is within or equal to his entitlement.

Since the railways now do not issue a regret slip where accommodation is not
available in desired class, the sanctioning authority may pay the fare of entitled class
to the employee provided the employee certifies that due to non-availability of
reservation in the entitled class, he had to travel by lower class. However, in cases
where day-hour journey (not requiring) reservation is involved, place of destination is
not connected by train or if connected, train with the entitled class compartment does not run on the route, lower class train/bus fare actually incurred by the employee may be reimbursed.

11.2.17 Travel In A Class Higher Than Entitlement

Where, as a special case, an employee is permitted to travel in a class higher than the class of his entitlement as a special case by the Controlling Authority, reimbursement of cost of tickets for such journey may be made to him in the usual course.

11.2.18 Air Insurance

The ceiling for the purpose of reimbursement of premium on air insurance cover bought by members of award staff, if they are permitted to travel by air on duty, will be Rs.1 lac.

11.2.19 Reservation Charges

Where an employee is required to travel on duty, reasonable expenses incurred by him for making reservation of railway tickets may be reimbursed to him. Where travel agents are established/available, their services may be utilized.

11.2.20 Reimbursement Of Expenses On Road Travel

a) Effective from 2nd June 2005, where an employee has to travel on duty/LFC between two places not connected or partly connected by rail or steamer, on duty/leave fare concession he shall be reimbursed actual road mileage costs or Rs.2.00 per km. whichever is less.

(EIGHTH BIPARTITE SETTLEMENT DATED 2.6.2005)

b) For journeys undertaken within a particular city or town for performance of the Bank's work like verification of stocks in godowns, factories, mills etc., the employee would be eligible only for reimbursement of such expenses which are fairly and legitimately incurred, not exceeding the expenses which would have been incurred on public transport other than auto-rickshaw or taxi and not for road mileage, even though the places visited are not connected by rail.

c) When an employee undertakes a journey in his own car/scooter/motor cycle in the discharge of his official duties, he may be paid to the extent of the expenses that would have been incurred on public transport.

d) When road mileage is claimed, no further claim for conveyance charges at both ends will be entertained except in cases where the employee has to accompany remittances on Bank Account.

11.2.21 Recruitment of Probationary Officers

An employee who appears for selection as a Probationary Officer in the Bank is eligible for traveling expenses, halting allowance etc. in terms of his service rules, whenever the Central Recruitment Board calls him for interview. But an employee competing for the post of Probationary Officer in the Associate Banks will be treated as an outside candidate only and will be given the traveling expenses as applicable to outside candidates.
11.2.22 Civil Defence Work

Where an employee is sponsored for duty/training in connection with civil defence work, he shall be eligible to claim traveling expenses and halting allowance for the relative period.

11.2.23 Employees Nominated To The Board of Financial Institutions/Companies

Traveling expenses and halting allowance of employees nominated as Directors on the Boards of financial institutions/companies may be paid initially by the Bank under its own Rules, as if the journeys were performed on its own business. Reimbursement of such expenses incurred by the Bank may thereafter be claimed from the respective financial institutions/companies.

11.3 Departmental Enquiries

11.3.1 Defence Representatives

An employee defending another employee of the Bank facing a departmental enquiry will be relieved on special leave (on full pay and allowances) to represent the employee and will be paid to and fro fare from the place of his posting to the place where the enquiry is being held. The class of fare to which he will be entitled would be the same as while traveling on duty. In case of any adjournment at the instance of the Bank/Enquiry Officer the employee may be asked to resume duty and if so, he will be paid the fare for the consequential journey. He will also be paid full halting allowance for the period he stays at the place of the enquiry for defending the employee as also for the days of journey which is undertaken at the Bank’s cost.

11.3.2 Defence Witnesses

An employee who is required to appear at a departmental enquiry conducted by the Bank as defence witness will be treated as on duty and granted duty leave and also will be reimbursed the traveling expenses. However, reimbursement of traveling expenses will not be permitted to outsiders who appear as defence witnesses. It will be necessary for the Enquiry Officer to judicially decide on the relevance of each witness cited by the defence and disallow a defence witness whose testimony is not considered relevant to the case.

11.3.3 Employees Under Suspension

An employee under suspension, whose contract of employment is kept in abeyance only during suspension, attending departmental enquiry/undertaking journey to peruse documents etc connected with the proceedings, should also be reimbursed with traveling expenses/halting allowance and boarding as applicable to his category/scale had he not been placed under suspension.

(PA: CIR: 10:DTD. 3.3.1983)

11.3.4 Employees Acquitted In Legal Proceedings

i) An employee who has been honorably acquitted in legal proceedings instituted against him in respect of act done or purported to have been done in the execution of his duties may be paid the traveling expenses/halting allowance admissible to him, provided such reimbursement of expenses for travel is restricted to the actual expenditure incurred, subject to the maximum entitlement as per Service Rules.
ii) Legal expenses incurred by such an employee in defending himself in such case may also be reimbursed to a reasonable extent. All such cases should be referred to Local Head Office with full details for prior clearance from Corporate Centre.

11.4 **Reimbursement Of Conveyance Charges**

11.4.1 **Conveyance Charges Incurred During Deputation**

An employee who is either temporarily transferred from one station to another or is required to leave his station on Bank's work otherwise than on transfer will be paid conveyance charges incurred by him from the railway station to his residence or Bank on arrival in the town and for return (besides the class of fare, porterage etc.). Besides, he will also be eligible to claim conveyance charges to a reasonable extent from his temporary residence to the office and back, in addition to the halting allowance payable to him for the period of his stay outside the headquarters. Such charges will also be payable to a reasonable extent to employees deputed to non-residential training centers. Reimbursement would not be made when the deputation from one office to another (including non-residential training centre) is within the same municipal limits.

(PER/IR/CIR/50 DT.16.05.84)

ii) Where an outstation employee accompanies remittance to Reserve Bank of India

The employee will also be eligible for reimbursement of conveyance charges to a reasonable extent (i.e. bus fares) from the place of his temporary residence to the Reserve Bank of India, whether or not the Reserve Bank of India entertains the claims of such conveyance charges. In cases where the Reserve Bank of India refuses to entertain the claims they may be borne by the Bank.

iii) **Conveyance charges where no public transport is available**

At centers, where no "public transport" is available and a member of the staff other than subordinate staff uses bicycle or any such private vehicle for the Bank’s work, he will be paid a conveyance charge of Rs. 60/- per month. These charges are payable to employees who are regularly engaged in out-door duties and not to employees who are required to perform out-door duties occasionally.

The term "public transport" means buses, cycle rickshaws, tongas or any other similar mode of transport.

At small branches, it would be desirable to entrust all usual outdoor duties i.e. bringing and taking registered letters from and to the post office, taking bills to drawees for acceptance or presentation, depositing/collecting cheques at various Banks at centers where there are no clearing houses and all such other duties to only one employee.

iv) **Where public transport is available**

At centers where public transport is available, members of the award staff are reimbursed with expenses which are fairly and legitimately incurred, not exceeding the expenses that would have been incurred on public transport other than autorickshaw or taxi and not road mileage even though the place visited is not connected by rail.
v) Sometimes it may be necessary for the employee to engage an autorickshaw or such other faster mode of conveyance, with a view to reduce his absence on out-door duty to the barest minimum time possible. In such cases, reimbursement of conveyance expenses to a reasonable extent may be allowed to employees who are on out-door duty or on deputation.

vi) When an employee uses his own scooter/motor cycle in the discharge of official duties, he is eligible for payment of expenses to the extent that would have been incurred on public transport.

vii) Conveyance charges are payable to godown-keepers where admissible in addition to the Godown Allowance. Detailed instructions in this regard are given in paragraph No. 11.6 "Traveling Expenses Bills of Godownkeepers' of this Chapter.

viii) Hindi Teaching Scheme

Conveyance expenses to a reasonable extent may be permitted to the employees who undergo training in Hindi typewriting/stenography under the Hindi Teaching Scheme sponsored by the Government or by the Bank.

ix) Local candidates for attending promotional interview/Test

Expenses incurred by a local employee are reimbursed to him, for attending promotional test/interview by the cheapest/public mode of transport from residence to the venue of examination and back provided the promotional test/interview is held on Sunday/Holiday. Such reimbursement would be permissible even in cases when the test/interview is held on a working day at a place other than the regular place of work of a local employee. In other words, if the test/interview is held on a working day at a regular place of work of an employee, he will not be paid any conveyance charges.

11.4.2 Conveyance Charges To Agricultural Assistants At Intensive Centers

Journeys undertaken by Agricultural Assistants posted at intensive centers for visits to places which are not connected by proper roads and where public conveyance such as buses, autorickshaws, etc. do not ply, thereby compelling them to hire other modes of conveyance such as bullock-carts, horses, etc. The actual expenses incurred in hiring any one of the above types of conveyance may be reimbursed to the concerned employee after satisfying the reasonableness of such expenses. Further in case an employee travels by bicycle, he should be paid the actual hire charges and if he chooses to use his own bicycle, for the purpose, he should be reimbursed at the normal rate payable for hiring the bicycle. As regards the journeys undertaken on foot, road mileage should be paid to the concerned employee at Rs.2.00 per Kilometer subject to the following conditions.

i) The place is situated beyond 2 kms.

ii) The employee concerned certifies to the Bank's satisfaction that he in fact, undertook the journey on foot due to non-availability of any type of conveyance for visiting the place in connection with the Bank's work.

iii) The journey was undertaken on foot owing to other unavoidable circumstances such as absence of pucca roads, urgency of the work, etc.
11.4.3 Conveyance Allowance To Blind And Orthopaedically Handicapped Employees

i) Eligibility & Quantum of allowance:
Permanent employees of the Bank (other than the employees who are paid the conveyance charges for attending the duties) who are blind or are orthopaedically handicapped with disability of upper or lower limbs will be paid conveyance allowance at the rate of 5% of basic pay subject to a maximum of Rs.200/- if they fulfill the following criteria.
(CDO/IR/CIR/75 DT.26.02.2002.)

(a) An orthopaedically handicapped employee who has a minimum of 40% permanent partial disability of upper or lower limbs or 50% permanent partial disability of both upper and lower limbs together.

(b) For the purpose of estimation of orthopedic disability, the standards applicable as contained in the Manual for orthopedic surgeons in evaluating permanent impairment brought out by the American Academy of Orthopedic surgeons. U.S.A. and published on their behalf by Artificial Limbs Manufacturing Corporation of India, G.T. Road, Kanpur for the purpose of estimation of the disability.

(c) The conveyance allowance will be admissible to the orthopaedically handicapped employees on the recommendation of the Bank's Medical Officer/Authorized Doctor. If necessary, he will refer the matter to Head of Orthopedic Department of a Government Civil Hospital.

(d) In the case of a blind employee, the allowance will be admissible on the recommendations of the Bank's Medical Officer/Authorized Doctor. If necessary he will refer the matter to Head of Ophthalmologic Department of Government Civil Hospital.

ii) Sanctioning Authority
Conveyance allowance shall be sanctioned to the eligible employees by the respective controlling authorities who will be as under:

(1) Branches (Other than Main Branches) Asstt. Gen. Manager
(2) Local Head Office General Manager
(3) Ahmedabad/Baroda Main Branches and Commercial Branch Dy. General Manager
(4) Zonal Office Dy. General Manager

iii) Payment
The allowance will not be admissible during leave (except casual leave), joining time or when the employee is under suspension. The allowance will be granted with effect from the date of receipt recommendations of the Bank's Medical Officer/Bank's Authorized Doctor are received by the concerned sanctioning authority.

The employee need not submit his claim every month. Sanction from the controlling authority should be obtained at the first instance. Sanction thereafter every month is
not necessary. The allowance will be paid to the eligible employees separately on the first working day of the succeeding month after verifying the leave records. The allowance is liable to income tax and should be included in the total income of the employee.

iv) Payment of "Transport Allowance" will not prohibit payment of this allowance.

v) Other facilities

These employees will be reimbursed with the traveling expenses incurred by them when they are referred to Government Civil Hospital located outside the headquarters for getting recommendation for grant of conveyance allowance as per their entitlement under the service rules. The period spent on journey and at hospital will be treated as on duty. Halting allowance for a period not exceeding one day may be paid to the employee.

While no fees will be charged by Central Government Hospitals in case of employees referred to them, however, fees, if any is charged by the State Government hospitals, these will be reimbursed without being debited to their yearly medical quota.

11.5 Submission of Traveling Expenses Bills

11.5.1 Advance Against Traveling Expenses And Submission Of Bills

i) Branch Managers should ensure that the amount sanctioned by way of advance is not in excess of the estimated expenses reimbursable by the Bank.

ii) If an officer is transferred permanently from Branch ‘A’ to Branch ‘B’ the advance taken by him should be debited to Branch 'B', which will in turn debit the amount to its Suspense A/c.

iii) While sanctioning the advance, the officer should be instructed in writing that he should submit the bill promptly on return from tour and in any case within 15 days from the date of completion of the journey. In case of transfer, the relative bills should be submitted as early as possible but not later than one month from the date on which the officer reports for duty at the new place.

In case an employee’s family is not able to accompany him and/or he is not able to arrange for transporting his household luggage at the time of transfer, the bill can be preferred at a later date by way of supplementary bills within 15 days of the completion of such journey/transporting his luggage. In regard to bills in respect of families traveling apart from the officials, the reasons thereof should be stated at the foot of the bills with a certificate to the effect that the total expenses claimed are not in excess of what would have been incurred had they all traveled together.

iv) The advance taken by the officer should be correctly indicated in the traveling expenses bill submitted by him. The office to which the advance has been debited should also be clearly mentioned in the bill.

v) The Suspense Register should be perused at weekly intervals to ensure that no outstandings remain therein in respect of journeys already undertaken, for which bills should have been submitted. In case there are any such outstandings, the officer should be advised in writing to submit the bill immediately and that in the event of his not doing so, the amount will be recovered from his salary. The officer may be informed that, where necessary, a supplementary bill covering additional expenses such as transport of personal effects or separate travel by members of the family,
etc., may be submitted later on within 15 days of completion of such journey and/or transporting the luggage.

vi) In case bills in respect of the advances taken from the Bank on account of LFC/HTC travel, etc., are not submitted by the employees within one month of the date of reporting back from leave/to the place of duty, the amount of advance together with interest at 2% above State Bank Advance Rate should be recovered from the salaries of the employees from the date the advance was taken in a maximum of three installments, depending upon the amounts involved. Any relaxation in the recovery of the interest will be made only with the prior permission of the controlling authority. This action will be without any prejudice to the Bank's right to initiate suitable disciplinary proceedings in those cases where willful neglect in submitting the bills in time or willful intention to misutilize the amounts far in excess of the requirements is observed.

vii) Branch Managers should indicate, in their statement of outstanding entries in Suspense A/c, against entries outstanding for more than the period stipulated, the reasons as to why such entries are still outstanding and the steps being taken towards their adjustment.

viii) As far as possible, no advance should remain unadjusted for more than one month from the date of completion of the tour/taking over period.

ix) The traveling expenses bill should be accompanied by money receipts/tickets to enable the sanctioning authority to verify the genuineness of the claim. Since the railways do not issue money receipts, a signed declaration in the bill containing the following particulars should be obtained.

a) Serial Number of the ticket
b) Date of purchase
c) Date of journey
d) Issuing station
e) Amount
f) Destination
g) Any other matter which the Bank may require in order to consider reimbursement in such cases.

Employees are required to give satisfactory evidence of journey by showing the tickets before the journey wherever feasible and the reservation tickets, if such tickets are not required to be surrendered at the destination.

x) The following particulars should be given in the traveling expenses bill:

a) Date and time of departure from the place from which the officer is transferred/deputed.
b) Date and time of arrival at the place of transfer/deputation.
c) Names, ages and relationship of members of the family for whom fares are claimed when on permanent transfer.
d) A certificate that the traveling expenses for members of the family were actually incurred in consequence of his transfer and that the persons concerned are wholly dependent on him.

e) Whether residence is shifted or not.

xi) Submission of false claims will be viewed very seriously and stern action will be taken against the erring officers.

xii) Bills must be submitted on Annexure 15.4 in case of deputation and Annexure 15.5 in case of transfer. Money receipts, tickets, etc should support all traveling expenses bills to enable the sanctioning authority to verify the genuineness of the claims.

xiii) While submitting traveling expenses bill, following certificates should be incorporated by the officials for their visits at Branches/ Zonal Offices/ Central Office: -

a) The tour programme was approved by Branch Manager / Head of Department / Regional Manager / Dy. General Manager / General Manager / Chief General Manager.

b) I occupied / did not occupy the Bank's flat for my stay at ____________. The Bank provided no boarding.

Pro forma of the Traveling Expenses Bill is given at Annexure-11.1.

11.5.2 The Following Further Instructions Should Be Complied With:

i. The bill should be submitted on the usual format.

ii. The claim for journeys can ordinarily be for the shortest route.

iii. A certificate reading, as under should be appended to every traveling allowance bill by way of confirmation that reimbursement claimed is in respect of expenses actually incurred.

"I certify that I have actually incurred an expenditure of not less than the amount for which reimbursement has been claimed in this bill. I also certify that my family members for whom I have claimed traveling expenses are ordinarily residing with and are wholly dependent on me."

iv. All claims in respect of journeys by train and transportation of goods by rail or by a recognized road transport operator can be considered. Cash receipt should be printed with name of transport operator registered HO address; details of weight as well as designated place etc. should be supported by cash receipts. Claims not supported by such receipts should be referred to the controlling authority with employee's explanation and Branch Manager's comments.

v. In respect of luggage transported from one place to another (consequent on the transfer of an employee) other than by goods train, the employees should be called upon to furnish the following particulars:

a) Freight payable for the maximum weight permissible to the employee at goods train rate.
b) The approximate weight of the luggage transported.

c) Charges payable for the goods actually transported at goods train rate.

d) Actual charges incurred, supported by a receipt.

On the basis of these particulars, the actual expenses incurred or the maximum amount permissible, whichever is lower, would be reimbursable. Format of the Traveling Expenses Bill is given at Annexure-11.1.

11.5.3. **Recovery Of Advance Granted/Penal Rate Of Interest Due To Non-submission Of Bills, etc.**

In case the bills in respect of the advances taken from the Bank by the employees on account of leave fare concession, travel, etc., are not submitted within one month from the date of reporting to the place of duty the amount of advance together with interest at the penal rate, i.e. 2% above State Bank Advance Rate minimum, from the date the advance was taken should be recovered from the salaries of the employees in maximum three installments depending on the amounts involved. However, the General Manager/Dy. General Manager may make relaxation in deserving cases for waiver of recovery of interest as under:

Staff working at Authority to waive recovery of interest

Branches and Dy. General Manager
Zonal Offices

Local Head Office General Manager concerned
Departments

The above action of recovery is without any prejudice to the Bank's right to initiate suitable disciplinary proceedings where willful neglect in submitting the bills in time or willful intention to misutilize the amount, which was drawn far in excess of the actual requirements, is observed.

11.6 **Traveling Expenses Bills Of Godown Keepers**

Traveling expenses bills submitted by Godown-keepers and sanctioned by Branch Managers, etc. should be forwarded to the controlling authority for purposes of post-audit. Format of the traveling expenses bill of Godownkeepers is given at Annexure-11.2. The Branch Manager should furnish in the traveling expenses bills, a certificate on the following lines.

"I certify that -

i) The periodical inspections in respect of advances to small-scale industries are conducted as per instructions laid down.

ii) The conditions laid down in para 5.14 of the Bipartite Agreement, dated 31st March, 1967 for payment of batta/full halting allowance are being satisfied.

iii) No overtime wages have been paid to the godown-keepers on the days when they claimed full halting allowance."
The following discrepancies have often been observed in the bills submitted by godown-keepers:

i. Mileage/conveyance charges are claimed not on the basis of total distance actually covered but on the basis of the distance of each godown from the Branch premises. There should be no need normally for a godown-keeper to return to the office every time after attending each godown. If a group of godowns lies in one locality or one route, as many of them as possible should be verified in one single trip. Deviations from this regulation may, of course, be permitted to the extent considered reasonable provided Branch Managers are satisfied that such a step is justified by the circumstances of each case.

ii. Claims made for batta/halting allowance are not shown date-wise. This should invariably be done furnishing the following particulars:

1. The distance of the godown concerned from the branch.
2. Whether it is situated within or outside municipal limits.

iii. Battu is claimed more than once for trips undertaken on the same day. Battu is intended for meeting the normal out-of-pocket expenses such as lunch, tea, etc., which an employee might incur during the day while he is away on duty from his main station. It follows, therefore, that battu can be claimed only once a day.

It must be ensured that discrepancies of the above nature when noticed are pointed out immediately to the Godown-keepers concerned and that their traveling expenses bills are amended suitably. Traveling expenses bills of godown keepers should be paid by debit to Interest Account.

Bills of traveling expenses submitted by the members of the award staff may be sanctioned by various officers to the extent of the powers delegated under the Scheme of Delegation of Financial Powers.

11.7 Stay At Place Of Posting

All officers and members of award staff should stay at their places of posting. Any deviations in this regard may be permitted only with the prior approval of Dy. General Manager and the concerned Asstt. General Manager of the Region for officers and award staff employees respectively.

11.8 Joining Time On Transfer

11.8.1 Transfer Within The City

Employees permanently transferred to a local branch/office which is situated outside the municipal limits but in the same city are eligible for the usual joining time provided that consequent on the transfer there is a change in their place of residence.

11.8.2 Joining Time On Transfer To Other Centre

An employee on transfer shall be granted joining time subject to the terms and conditions detailed below:

i. Joining time is granted to an employee to enable him to join a new post to which he is appointed while on duty in his old post; or to join a new post on return from leave.
ii. In respect of joining time an employee shall be entitled to the pay and allowances of the old or new post whichever is less.

iii. Joining time shall not exceed six days exclusive of the number of days spent on traveling.

iv. In calculating joining time admissible to an employee, the day on which he is relieved from his old post shall be excluded but public holidays following the date of his relief shall be included.

v. An employee who does not join his post within the joining time allowed to him will be deemed to have committed a breach of discipline.

vi. No halting allowance is admissible during joining time.

11.8.3 Joining Time To Employees Deputed To Inspection Department

Clerk-typists selected for deputation to the Inspection Department will be permitted to avail a reasonable joining time not exceeding 6 days subject to exigencies of service. They will not, however, be eligible for any halting allowance during the period of joining time irrespective of whether or not a change of residence is involved. The employee will be entitled to reimbursement of traveling expenses on usual terms and conditions.


11.9 REIMBURSEMENT OF TRAVELING EXPENSES TO REPRESENTATIVES OF AWARD STAFF UNION/FEDERATION

Whenever the Bank for Bipartite meetings/discussion calls the representatives of the Union/Federation, they will be treated as on duty. Apart from duty leave, they will be reimbursed traveling expenses and paid halting allowances or reimbursed actual board and lodging expenses as per limits specified below:

i) Halting allowance at the same rates as applicable to officers in the Junior Management Grade.

ii) Reimbursement of boarding expenses will be met in the same manner as applicable to officers in JMG subject to the following limits:

<table>
<thead>
<tr>
<th>Centre</th>
<th>Maximum permissible room tariff</th>
</tr>
</thead>
<tbody>
<tr>
<td>A) Major ‘A’ class cities</td>
<td>ITDC- 1 star (Non-AC)</td>
</tr>
<tr>
<td>(Ahmedabad, Bangalore, Kolkata, Delhi, Chennai, Hyderabad &amp; Mumbai)</td>
<td>Rs.1000/- + Taxes</td>
</tr>
<tr>
<td>B) Area I centres</td>
<td></td>
</tr>
<tr>
<td>(Jaipur, Surat, Lucknow, Kanpur, Pune, Nagpur, Patna, Vishakhapatnam, Vadodara, Kochi, Indore, Bhopal, Ludhiana, Coimbatore, Madurai and Agra)</td>
<td>Rs.750/- + Taxes</td>
</tr>
<tr>
<td>c) Other Centres</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rs.500/- + Taxes</td>
</tr>
</tbody>
</table>
The above limits would be inclusive of service charges plus taxes etc. and the actual board expenses should not exceed 40% of the limits prescribed. When the representatives are reimbursed the actual expenses for board and lodging, they will be eligible for 1/4th halting allowance payable at that centre.

Clarification:

i) Whenever the representatives of the award staff Federation attend meetings called by Corporate Centre at metropolitan towns viz. Ahmedabad, Mumbai, Kolkata, Delhi, Chennai, Hyderabad and Bangalore, they will be eligible to stay in ITDC 1 Star Hotel (non-air conditioned) or any other hotel within the tariff limits of the former. Where the accommodation is not available in 1 Star Hotel, they can be permitted to stay in a 2 star ITDC Hotel. Board and lodging expenses may be reimbursed as applicable to officers in JMGS-I.

ii) The federation representatives will also be eligible for boarding expenses as under:

   a) Major 'A' class cities       Rs.200/-
   b) Area I centers             Rs.175/-
   c) Other centers             Rs.150/-

iii) The representatives who make their own arrangements for lodging/boarding shall be entitled to halting allowance at the rates specified in para (ii) above.

iv) The revised ceilings in respect of room tariff will also be applicable to representatives of Circle unions as also members of the Circle Welfare Committees/Sports Control Board called for various meetings, subject, however, to the condition that they would be eligible to stay only in ITDC-1 Star hotels, or other hotels within the maximum room tariff of the former, at all centers. The rates of boarding charges/halting allowance and other terms and conditions remain unchanged.
ANNEXURE-11.1

IN DUPLICATE

STATE BANK OF INDIA

........................ Branch/Dept.

Date ..............................

Traveling expenses bill (on account of deputation)

Name: ..............................
Designation: ..............................
Basic Pay: ..............................

Purpose:

Timings: Left .............................. at .............................. hrs. on .............................. (Date) for .............................. and returned to Head Quarters at .............................. hrs. on ..............................

ONWARD JOURNEY

i) Cost of Air/Railway/S.T. Bus ticket:

Ticket No.
From .............................. to .............................. .............................. Rs. ..............................
From .............................. to .............................. .............................. Rs. ..............................
From .............................. to .............................. .............................. Rs. ..............................

ii) Reservation, Bedroll charges, Air Insurance etc.

RETURN JOURNEY

i) Cost of Air/Railway/S.T. Bus ticket:

Ticket No.
From .............................. to .............................. .............................. Rs. ..............................
From .............................. to .............................. .............................. Rs. ..............................
From .............................. to .............................. .............................. Rs. ..............................

ii) Reservation, Bedroll charges, Air Insurance etc.

Journey By Road

Taxi/Own Car (prior permission obtained vide Letter No............... dated ..............

Total distance covered from .............................. to .............................. kms.

Cost @ Rs. .............................. per kms. : .............................. Rs. ..............................

conveyance charges

at ..............................
at ..............................
at .............................. :

Rs. ..............................
Porterage etc.

at .................................
at .................................
at ................................ : Rs. .................

halting allowance

i) For ......................... days
   from  .............. to ............
   @ Rs................... per day : Rs. ....................

ii) Lodging    Boarding    ProrataTotal amount
      charges    charges    halting all    claimed
      Rs.        Rs.        Rs.        Rs.        Rs. ............................

Add. Cost of tickets purchased by the Bank : Rs. .....................

Total : Rs. ....................

Less: Cost of tickets purchased by the Bank : Rs. .....................

Less: Amount of advance taken on ............ : Rs. .....................

Amount Payable : Rs. .....................

(Rupees ................................................... only)

CERTIFIED that the above expenses have actually been incurred by me except the items(s) marked with an asterisk.

Signature

Bill scrutinized, found in order and forwarded to Asstt. General Manager, Region ............ Zonal Office, ................................../Assistant General Manager/Chief Manager, Zonal Office Administration for sanction.

HEAD OF THE DEPARTMENT/BRANCH MANAGER
Date .....................

SANCTIONED
Rs. ..................... (Rupees ................................................ only)
BRANCH MANAGER/OFFICE MANAGER/ ASSISTANT GENERAL MANAGER

STATE BANK OF INDIA
..................... Department/Branch/Regional Office

Sanction No.
Date .....................
ANNEXURE-11.2

.......................... Branch

BILL OF TRAVELLING EXPENSES AND HALTING ALLOWANCE OF GODOWN KEEPER CLAIMED BY SHRI ........................................................
FOR THE MONTH OF ..........................

<table>
<thead>
<tr>
<th>Date</th>
<th>Particulars of the godowns visited (Name of the borrower and number of godowns)</th>
<th>Distance of each godown from the branch</th>
<th>Whether the godown is inside or outside the municipal or panchayat limits</th>
<th>Actual distance covered in visiting them</th>
<th>Purpose of visit</th>
<th>Mode of conveyance used</th>
<th>Actual conveyance paid or payable</th>
<th>Halting allowance, if any</th>
<th>Total charges claimed</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>2.</td>
<td></td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td>7.</td>
<td>8.</td>
<td>9.</td>
</tr>
</tbody>
</table>

Total Rs. (in words) ..........................................................................................................................................

I hereby certify that the above expenses have actually been incurred by me excepting the claim under halting allowance. The particulars furnished by the above named employee have been verified to the best of my knowledge.

........................................
Pay by debit to Branch Interest Account Signature of the employee 

........................................
Branch Manager Paid on ........................................
Chapter 12

**Bonus**

Whenever the Central Board of the Bank sanctions payment of bonus, Local Head Office issues detailed instructions. This chapter deals with instructions generally applicable to the payment of bonus for any accounting period.

**12.1 SALARY OR WAGE FOR THE PURPOSE OF BONUS**

**12.1.1** Salary or wage for the purpose of bonus calculation shall mean, Basic Pay, All Special Allowances, Dearness Allowance, City Compensatory Allowance and Special Compensatory Allowance.

**12.1.2** In terms of the Payment of Bonus Act 1965, and payment of Bonus (Amendment) Ordinance 1995, bonus is payable to the employees of the Bank drawing salary or wage not exceeding Rs.3500/- p.m. at the minimum rate of 8.33% of salary or wage earned in the accounting year ended 31st March, subject to a maximum ceiling for payment of Rs.2500/-.

**12.1.3** Where an employee’s salary or wage as on 31st March, was over Rs.3500/- p.m. but did not exceed Rs.3500/- p.m. for a part of the accounting year, the bonus at the above rate may be paid on proportionate basis for the period the salary or wage of such an employee did not exceed Rs.3500/-p.m. i.e. where an employee commences drawing more than Rs.3500/- p.m. and thus becomes ineligible for statutory bonus, the salary or wage drawn by him for the period he is not entitled to bonus should be ignored.

**12.1.4** The minimum bonus payable to an employee will be Rs.100/- subject to proportionate reduction in case of those who have not worked for the whole year.

**12.2 Minimum "Service" Eligibility For Bonus**

**12.2.1** Every employee who has worked in the Bank for 30 or more working days during the accounting year shall be eligible for bonus under the Bonus Act for that accounting year, whether or not he continues in the service of the Bank.

**12.2.2** The number of working days is defined as the number of days on which the establishment worked. In other words, Sundays and public holidays under Negotiable Instruments Act shall be excluded for the purpose.

**12.2.3** The number of days on which an employee has worked is the sum of the number of days of his/her attendance during the accounting year according to the attendance register maintained at the office, and the days on which

i) The employee has been laid off under an agreement or under any law applicable to the establishment;

ii) The employee has been on leave with salary or wage;

iii) The employee has been absent due to temporary disablement caused by accident arising out of and in the course of his employment;
The employee has been on maternity leave with salary or wage.

Sundays and public holidays which may occur during leave or otherwise should be excluded in computing the number of days worked. The days on which the employee has been on leave without pay shall also be excluded. For the purpose of convenience the relevant entries may be made every month with reference to that month.

12.3 TEMPORARY AND PART-TIME EMPLOYEES

Temporary employees and part time employees working on scale wages or consolidated wages shall be eligible for bonus provided they have worked for a minimum of 30 days during the accounting year. As in the case of full time employees, part-time employees shall be eligible for a minimum bonus (of 8.33% of salary or Rs. 100/- which ever is higher, if they have worked for a minimum period of 30 days in the accounting year) but the amount payable will be proportionately reduced in the case of those employees who have not worked for the full year. If the same employee had worked in different capacities during the year, e.g., as part-time temporary/on probation basis, the total salary or wage paid to the employee in all such capacities during that year should be taken into account for arriving at the amount of bonus.

However, all part time employees in the service of our bank as on 31.12.2005, drawing scale wages and on fixed wages have been converted to full time scale of pay by 01.04.2006. So they will be governed by the same terms and conditions as applicable to other full time employees of the menial staff in subordinate cadre.

(CC LETTER NUMBER CDO/IR/SPL/441 DATED 01.02.2006)

12.4 LEAVE AND PRO-RATA BONUS

12.4.1 For the purpose of bonus, ordinary leave; sick leave (including additional sick leave but not extraordinary leave) and maternity leave shall rank as service.

12.4.2 Employees who are granted extraordinary leave on loss of pay shall be eligible for statutory bonus if the number of days worked during the relevant year is not less than 30 days.

12.4.3 Employees on extraordinary leave on loss of pay shall be eligible for "pro-rata" payment of bonus. However, if the employee had been on such leave during the entire period for which bonus is declared, no bonus shall be payable.

12.5 ENCASHMENT OF LEAVE

Indian Banks’ Association is of the view that leave encashment at the time of availment of Leave Fare Concession is only a form of travelling concession. As such the amount paid to an employee by way of encashment of leave need not be included in salary/wages for computation of Bonus.

12.6 EMPLOYEES WHO JOIN OR RETIRE DURING THE YEAR

12.6.1 Employees who join the Bank's service after 1st April shall be eligible for pro rata bonus proportionate to their length of service on the basis of the substantive pay drawn by them during their service with the Bank provided they are otherwise eligible for bonus.
12.6.2 Employees who retire on superannuation from the Bank's service after 1st April but before 31st March will be eligible for pro-rata bonus proportionate to their length of service over the period from 1st April to the date of their retirement on the basis of the substantive pay drawn by them on the dates preceding the date of their retirement provided they are otherwise eligible for bonus.

12.6.3 Bonus payable as indicated above to employees who cease to be in service after 1st April should be held in the Sundry Deposits Account until the statement is scrutinized and the amount confirmed by the controlling authority.

12.7 EMPLOYEES ON DEPUTATION

Employees seconded for duty outside the Bank, as a temporary measure shall be eligible for bonus as if they had served in the Bank but those persons who are on deputation with the Bank from other institutions shall not be eligible for bonus. Specific sanction of the Executive Committee of the Central Board shall be obtained for payment of bonus to employees (permanently) seconded for duty outside the Bank. An employee seconded for duty outside the Bank subsequent to 1st April shall be eligible for pro rata bonus proportionate to his length of service with the Bank during the period April-March.

12.8 EMPLOYEES DRAWING SALARY OR WAGE IN EXCESS OF RS. 3,500/- P.M.

No statutory bonus shall be payable to an employee drawing a salary or wage of more than Rs. 3,500/- per month. When an employee who is entitled to statutory bonus commences to draw a salary or wage of more than Rs.3,500/ per month during the year from a date subsequent to 1st April, he will cease to be entitled to statutory bonus from that date. In other words, the salary or wage drawn by him for the period he is not entitled to statutory bonus shall be excluded for the purpose of calculation of statutory bonus.

12.8.1 Bonus Recalculation As Per Eighth Bipartite Settlement

Bonus entitlement for the accounting years ended March 2002, March 2004 and March 2005 may be re-calculated and payment of arrears be made to eligible employees accordingly. Similarly, if on account of the revision, some employees fall out of the purview of the payment of Bonus Act, recovery of bonus already paid shall be made from such employees.

12.9 EMPLOYEES UNDER SUSPENSION

Employees under suspension shall be eligible for bonus on a pro-rata basis for the period in the accounting year for which they were not under suspension, provided they have worked for at least 30 days in that accounting year.

12.10 DISMISSED EMPLOYEES

An employee, who has been dismissed for fraud, or riotous or violent behaviour while on the premises of the Bank, or theft, misappropriation or shortage of any property of the Bank, shall not be eligible for bonus. He shall not also be entitled to receive whatever bonus was remaining unpaid on the date of the order of dismissal.
12.11 **ACCOUNTING INSTRUCTIONS**

(a) Bonus shall be paid by the branches by debit to the respective Zonal Office under whose control the branch functions. However, branches under Commercial Banking Module will raise debit on Local Head Office.

(b) The amount of bonus actually paid should be rounded off to the nearest rupee.

(c) No deductions shall be made from the bonus on account of provident and pension funds.

(d) Bonus due to employees who are in transit at the end of the year or who are subsequently transferred to other offices shall be paid by the offices, which pay them the salary for the month of March.

(e) Arrears of bonus which may become payable to an employee after the entries relating to bonus payment have been passed be referred to the controlling authority for prior approval.

(f) Proportionate income tax should be recovered from bonus paid, wherever necessary.

(g) Before effecting payment, it should be made clear to the employees concerned that the payment is subject to any adjustment that may become necessary as a result of scrutiny by the controlling authority of the list submitted by the Branch.

(h) On the date of payment, the relative transfer responding advice be sent to Controlling Authority along with the statement as per Performa furnished in Annexure 12.1 confirming that the instructions have been duly complied with stating the date of payment. With a view to avoiding the delays in submitting the Circle figures to Central Office, it should be ensured that the statement and the transfer responding is sent to the Zonal Office on the date of payment itself. On receipt of the statement at Controlling Authorities level and after the due scrutiny the consolidated figures will be submitted to the General Section at Zonal Office. The consolidated figures pertaining to each Zonal Office should be submitted to the Asstt. General Manager, Banking Operations Department, Local Head Office, to enable them to advise the Circle Consolidated figures to Central Office/Central Accounts Office at the earliest. It must be ensured that the statement in Form D (Annexure 12.2) is invariably sent to the Regional Labour Commissioner on the date of payment on bonus.

12.12 **MAINTENANCE OF REGISTERS**

Registers are required to be maintained under the provisions of the Bonus Act for incorporating details/particulars about the employees including their salaries and allowance on the basis of which bonus has been/ is to be paid to them. Further, the Act provides that such registers may be inspected by the Labour Authorities to verify their proper/correct maintenance. The act also provides that prosecution proceedings may be launched against the person incharge of the affairs of the Branch/Bank in case violation of the provisions of the Act is noticed. Therefore, timely and proper preparation/maintenance of payment of Bonus Register and prompt rectification of irregularities if any, pointed out by the Labour Authorities is necessary to their satisfaction.
12.12.1 **Bonus Register (Form C)**

In terms of the Payment of Bonus Rules, 1965, it is mandatory for every employer to maintain, interalia, a register on Form C, hereinafter called the Bonus Register, as per specimen attached (Annexure-12.3), showing the total salary or wage paid to each employee, the amount of bonus due, deductions, if any, and the amount disbursed. Accordingly, this register will be required to be maintained at all our offices. In order that the particulars in respect of each employee may be easily ascertained, a subsidiary register should also be maintained as per specimen attached (Annexure-12.4) and a separate page should be allotted therein to each employee including part-time/temporary employees at the Branch/Office. At the end of each accounting year, the totals from the subsidiary register should be carried into the Bonus Register on Form C'. If convenient and suitable, one combined register, with separate sections may be maintained.

12.12.2 The signature or thumb impression of the employees, both award and non-award irrespective of whether the bonus amount is paid in cash or otherwise, should be obtained in column 16 of the Bonus Register (Form C) over a revenue stamp of the appropriate value in each case, where the amount of bonus payable exceeds Rs. 5000/-. It should be ensured that bonus payments are recorded in the Bonus Register and not in the Establishment Register.

The following instructions should be observed in the maintenance of the Bonus Register.

(i) Number of working days and Number of days worked:

These should be calculated in the manner detailed in paragraph 12.2 above.

(ii) Salary or wage (Column 7):

To be computed in the manner laid down in paragraph 12.1.1 above.

(iii) Amount of bonus payable under Section 10 or Section 11 as the case may be (Column 8):

The amount of bonus shall be the amount calculated at such percentage of the salary or wage as may be declared to be payable by the Central Board of the Bank. However, the minimum bonus payable for the accounting year shall not be less than Rs. 100/- subject to the amount being proportionately reduced in the case of those who have not worked for the full year.

12.13 **SUBMISSION OF RETURNS**

(a) Statements of bonus/payments

Statements of bonus paid shall be submitted as per format prescribed on each occasion by the controlling authority.

(b) Annual Return of Bonus paid to the employees for the Accounting Year (Form D) should invariably be sent to the respective Regional Labour Commissioner, (Central).

(c) "Salary or Wage" paid

For the purpose of making payment of bonus for any accounting year, the Act has allowed a maximum period of 8 months’ from the close of the accounting year.
However, as the Central Board Meeting for the purpose of considering the disposal of the profits of the Bank is generally held in May/June every year, branches should arrange to compile the total salary or wage paid by them during the year to all eligible employees at the branch and advise the total amount to their controlling authority on the first working day after the close of each year by means of an express telegram to be confirmed by letter on the same day. The telegram should start with the code word COZSY and the figures should be wired in plain language in order 1 to 13 as indicated in the attached Performa (Annexure-12.5). The mail confirmation should be compiled on the lines of the said proforma. The figures advised to the controlling authority in the manner detailed above should not include figures relating to employees who were transferred to other offices during the year as the same will be accounted for by the branches to which the employees have been transferred. As part-time/temporary employees, who have worked for not less than 30 days in a year are also entitled to bonus, the total salary or wage etc. paid to such employees should be included in the figure advised to the controlling authority. Particulars in respect of employees, who are in transit at the end of the year, should be taken into account by that office which has paid them the salary or wage upto and including 31st March. When an employee is transferred from a branch during the year, a suitable note should be made in the relative page of the subsidiary register (to the Bonus Register) and a certified copy of the page for that year should be forwarded along with the employee's Last Pay Certificate to enable the branch to which he is transferred to incorporate the required particulars in the Bonus Register and subsidiary register maintained by them. Suitable remarks should also be made in respect of employees who retired or left the service during the year.

12.14 INSPECTIONS UNDER PAYMENT OF BONUS ACT 1965

12.14.1 Labour Enforcement Officers (Central) are appointed under Section 27 of the above Act. As a result branches may be receiving requests from the Labour Enforcement Officer of the concerned area for submission of data relating to the payment of bonus. If you receive any such request, the information required may be furnished, promptly within the date set by the official. A copy of the letter received by the branch in this regard together with a copy of branch reply should invariably be forwarded to the controlling authority. It may be noted, that non-submission of the particulars within the prescribed period would attract the penalty mentioned in Section 28(b) of the Act. The usual particulars that the Enforcement Officers are likely to ask for are given in Annexure 12.6. The enforcement officers may also call upon the branches to produce the connected records for the purpose of verification of the payment of bonus. This may be complied with, under advice to the controlling authority and if any remarks are made, they should promptly be attended to.

Instances have been noticed where Labour Enforcement Officers had pointed out very basic irregularities which ought not have been allowed. These include non-maintenance or incompleteness of entries in the Bonus Register on Form ‘C’, absence of particulars about interim bonus and final bonus, non-payment or short payment of bonus to eligible members, non-obtention of signatures of employees in the Register on Form ‘C’, etc. It is to be ensured that no scope is given to the Labour Enforcement Officers to point out any irregularities in connection with payment of bonus. Sections 27 and 28 of the payment of Bonus Act are reproduced in Annexure-12.7 hereto for ready reference.

12.14.2 Serious Irregularities

Besides the irregularities listed above, the under noted irregularities have also been observed by the Labour Enforcement Officers.
i) The Bonus Register does not contain columns as required under Payment of Bonus Act.

ii) Particulars under all columns of Bonus Register “Form C” are not being properly recorded.

iii) Branches do not submit statements of Bonus as on 31st March every year in Form D to the Regional Labour Commissioner (Central), promptly.

iv) The register in Form D required to be maintained under the provisions of the Equal Remuneration Act, 1976 is either not maintained or improperly maintained inasmuch as particulars under all columns thereof are not recorded.

v) No action is taken on the irregularity report submitted by the Labour Enforcement Office despite reminders.

A serious view has been taken by the Regional Labour Commissioner in respect of above lapses, resulting in criminal complaints against the concerned Branch Managers, Regional Managers and other Senior Executives of the Bank in the courts. The concerned officers will be liable for punishment of imprisonment for six months and/or fine of Rs.1,000/- for non-compliance of inspection report.

12.14.3 Important Instructions For Compliance

Therefore, all the concerned Branch Managers/Asstt. General Manager/Chief Manager (Office Administration) should follow the under noted instructions meticulously.

a) The Bonus Register (Form C) and all the relevant Registers as per the Act should be maintained according to the laid down instructions.

b) All the columns should be filled in without fail.

c) Statement in Form D should be sent to the Regional Labour Commissioner invariably on the date of payment.

e) On receiving the inspection report from the Labour Enforcement Officer, steps should be taken to rectify the irregularity pointed out therein, under advice to the Regional Labour Commissioner and controlling authority.
From: State Bank of India, ............................................. Branch/Office
..................................................................................

Date: ..............................

The Assistant General Manager,
State Bank of India,
Region---------------,
................................. Zonal Office/Module

STATEMENT SHOWING THE PARTICULARS OF BONUS
PAID TO THE STAFF FOR THE ACCOUNTING YEAR ............................

<table>
<thead>
<tr>
<th>Category of staff</th>
<th>Number of staff</th>
<th>Total salary or wages in respect of eligible employees for the accounting year</th>
<th>Salary or wages eligible for bonus</th>
<th>Amount of bonus paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>PART-I</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Officers/Employees drawing salary/wages not exceeding Rs.2,500/- p.m.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - Officers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B - Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C- Subordinate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D- Part-time</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E- Temporary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F – Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PART-II</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Officers/Employees drawing salary/wages not exceeding Rs.2,500/- p.m. but not exceeding Rs.3,500/- p.m. during the Accounting Year .........................</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - Officers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B - Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C- Subordinate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D- Part-time</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E- Temporary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>F – Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We confirm that while making payment of Bonus to the eligible employees all the required formalities have been completed as advised in above referred circular as also advised from time to time.

BRANCH MANAGER/CHIEF MANAGER
ASSISTANT GENERAL MANAGER/
DY. GENERAL MANAGER
ANNEXURE 12.2

FORM D

Annual Return: Bonus paid to the employees for the Accounting year ended 31st Dec.....................

Name of establishment and its complete postal address:
Nature of Industry
Name of the employer
Total Number of employees
Number of employees benefited by bonus payment

<table>
<thead>
<tr>
<th>Total amount payable as bonus under section 10 or 11 of the payment of Bonus Act, 1965, as the case may be</th>
<th>Settlement if any, reached under section 18 (1) or 12 (3) of the Industrial Dispute Act, 1947 with date</th>
<th>Percentage of bonus declared to be paid</th>
<th>Total amount of bonus actually paid</th>
<th>Date on which payment made</th>
<th>Whether bonus has been paid to all the employees, if not, reasons for non-payment</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td>7.</td>
</tr>
</tbody>
</table>

To,
The Regional Labour Commissioner
(Central)

--------------------------------------------
--------------------------------------------
**ANNEXURE-12.3**

**Form "C"**

See Rule 4(c)

Bonus paid to employees for the accounting year ending on the ..............

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the employee</th>
<th>Father's name</th>
<th>Whether he has completed 15 years of age at the beginning of the accounting year</th>
<th>Designation</th>
<th>Number of days worked in the year</th>
<th>Total salary or wage (to be reckoned for purpose of bonus) in respect of the accounting year</th>
<th>Amount of bonus payable under section 10 or 11 as the case may be</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
<td>6.</td>
<td>7.</td>
<td>8.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Deduction</th>
<th>Deduction on account of financial loss, if any</th>
<th>Total sum deducted</th>
<th>Net amount payable</th>
<th>Amount actually paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.</td>
<td>Puja bonus or other customary bonus paid during the accounting year</td>
<td>Interim bonus or bonus paid in advance</td>
<td>Amount of Income tax deducted</td>
<td>(9+10+10A+11)</td>
<td>(8-12)</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10A.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date on which paid | Signature/ Thumb Impression of the employee

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE 12.4

State Bank of India
Subsidiary Register to Bonus Register

i) Name of the Employee
ii) Father's Name
iii) Designation

<table>
<thead>
<tr>
<th>Year &amp; Month</th>
<th>Numb er of days worked in each month</th>
<th>Salary or wage for the purpose of bonus</th>
<th>Amou nt of bonus payable</th>
<th>Puja bonus or other customary bonus paid during the year</th>
<th>Interim bonus paid in advance</th>
<th>Deduction on account of financial loss, if any caused by misconduct of employee</th>
<th>Total sum deducted (5+6+7)</th>
<th>Net amount paid</th>
</tr>
</thead>
</table>

Note:
1. Separate page should be allotted to each employee and entries made therein at the end of each month.
   The amount of bonus payable (col.4) for each year should be arrived at in accordance with the instructions issued by LHO.
## ANNEXURE-12.5

Statement showing total "salary or wage" paid to the employees for the year ended the 31st March 20........ together with other particulars

<table>
<thead>
<tr>
<th>Category of employees</th>
<th>Number</th>
<th>Basic pay (including special allowance, if any to Officials-in-Charge of Sub Office)*</th>
<th>Total emoluments</th>
<th>Total salary or wage to be reckoned for the purpose of bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervising Staff</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>Clerical and Cash Department Staff</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>Subordinate Staff</td>
<td>9</td>
<td>10</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>13</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes**

1. Headings need not be repeated in the telegram.
2. Figures should be furnished in the order stated above (1 to 13) in plain language.
3. The telegram should start with the code word "COZSY"* Not to be included when the sub-offices are converted into sub-branches.

State Bank of India,
.................................Branch

Branch Manager

* Not to be included when the Sub-Offices are converted into sub-branches.
ANNEXURE 12.6

Particulars generally required by the Labour Enforcement Officers

1. Accounting year

2. Number of employees employed during the accounting year. (Separate particulars to be shown in respect of permanent temporary employees)

3. Number of employees eligible to receive bonus during the accounting year.

4. Number of employees who were paid bonus during the accounting year.

5. Number of employees who were not paid bonus and reasons thereof.

6. Total amount of bonus paid during the year.

7. Percentage of bonus declared during the accounting year

8. Date/days of payment of bonus.

9. Number of working days of the branch during the accounting year.

10. Date of the opening of the Branch.
ANNEXURE-12.7

PROVISIONS OF SECTIONS 27 AND 28 OF THE PAYMENT OF Bonus Act, 1965

Section 27 - Inspectors

(1) The appropriate Government may, by notification in the Official Gazette, appoint such persons as it thinks fit to be inspectors for the purposes of this Act and may define the limits within they shall exercise jurisdiction.

(2) An Inspector, appointed under sub-section (1) may for the purpose of ascertaining whether any of the provisions of this Act has been complied with -

(a) Require an employer to furnish such information, as he may consider necessary;

(b) At any reasonable time and with such assistance, if any, as he thinks fit, enter any establishment or any premises connected therewith and require any one incharge thereof to produce before him for examination any accounts, books, registers and other documents relating to the employment of persons or the payment of salary or wage or bonus in the establishment;

(c) Examine with respect to any matter relevant to any of the purposes aforesaid, the employer, his agent or servant or any other person found in charge of the establishment or any premises connected therewith or any person whom the Inspector has reasonable cause to believe to be or to have been an employee in the establishment;

(d) Make copies of and/or take extracts from, any book, register or other document maintained in relation to the establishment;

(e) Exercise such other powers as may be prescribed.

(3) Every Inspector shall be deemed to be a public servant within the meaning of the Indian Penal Code (45 of 1860).

(4) Any person required to produce any accounts, book, register or other document or to give information by an Inspector under subsection (1) shall be legally bound to do so.

(5) Nothing contained in this section shall enable an Inspector to require a banking company to furnish or disclose any statement or information or to produce, or given inspection of, any of its books of account or other documents, which a banking company cannot be compelled to furnish disclose, produce or give inspection of under the provisions of section 34-A. of the Banking Companies Act, 1949 (10 of 1949).

Section 28 - Penalty

If any person-

(a) Contravenes any of the provisions of this Act or any rule made there under; or

(b) To whom a direction is given or a requisition is made under this Act fails to comply with the direction or requisition, he shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to one thousand rupees or with both.
CHAPTER 13

HOURS OF WORK, STAGGERING OF WORKING HOURS AND OVERTIME


13.1.1 Actual hours of work

The actual hours of work of full-time workmen, exclusive of recess period, shall be as specified below:

<table>
<thead>
<tr>
<th>Type of Workmen</th>
<th>Hours per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekdays</td>
<td>Saturdays</td>
</tr>
<tr>
<td>(excluding Saturdays)</td>
<td></td>
</tr>
<tr>
<td>i) Workmen other than members of the subordinate staff (excluding category (iii) below) and Special Assistants</td>
<td>6½</td>
</tr>
<tr>
<td>ii) Godown-keepers engaged solely for that work other than those required to remain in attendance at the Bank - during office hours</td>
<td>8</td>
</tr>
<tr>
<td>iii) Members of the Subordinate Staff other than Drivers and Watch and Ward Staff</td>
<td>7</td>
</tr>
<tr>
<td>iv) Drivers</td>
<td>7½</td>
</tr>
<tr>
<td>v) Maintenance Staff including A.C. Plant Operators, Control Room Operators and Firemen</td>
<td>7½</td>
</tr>
</tbody>
</table>

13.1.2 The provisions regarding hours of work and overtime shall not apply to drivers attached to Senior Executives of the Bank (i.e. officers to whom use of Bank’s car is permitted for personal purposes) such as Chairman, Managing Director and Chief General Managers and such drivers shall be paid an “other allowance” of Rs.326/- p.m.

If such allowance payable to them is found to be less than the actual overtime payable for work done in excess of statutory working hours as provided for in the Local Shops and Establishments Act, they shall be compensated to the extent of the difference. However, the overtime wages where payable should be calculated at the same rate as is applicable to the other employees governed by the Bipartite Agreements.

Clarification:
The provisions regarding their hours of work and overtime viz. 8 hours per day as prescribed under Shops & Establishments Act, will remain unchanged. However, overtime wages, whenever payable to them will be calculated at the same rates as they are applicable to other employees governed by the Bipartite Agreement. For the purpose of clarification “Senior Executive” referred to herein shall mean and include such official of the Bank to whom the Bank's car is provided for his personal use.

13.1.3 Godown-keepers and godown watchmen

The provisions regarding hours of work and overtime shall not apply to godown-keepers and godown-watchmen who are not “expected to conform to the usual office hours” as indicated by the Labour Appellate Tribunal in paragraphs 194 and 195 of its decision dated the 28th April, 1954.

13.1.4 Watch And Ward Staff

The hours of work of a member of the Watch and Ward Staff shall be 8 hours in a period of 24 hours provided that the hours of work of a “Watchman-cum-messenger” for the period during which he works as a messenger, as also of a messenger, for the period during which he is required to work as a “Watchman” or “Armed Guard” shall be the same as those laid down for members of the subordinate staff.

13.1.5 Duty Hours Of Maintenance Staff

The duty hours of maintenance staff including AC Plant Operators, Control Room Operators and Firemen will be 8 hours per day (including Saturdays) inclusive of half-an-hour lunch recess. Further, like watch and ward staff, control room operators and Firemen will be eligible for as many holidays in a year as the number of public holidays declared by the State Government. They can be given weekly off on Sundays or any other day convenient to the Bank.

13.2 LUNCH RECESS

There shall be a recess for lunch which shall not be less than half-an-hour and not more than one hour on weekdays (excluding Saturdays) subject, however, to the requirements of any statutory provisions like the Shops & Establishments Act. Primarily it will be for the workmen to decide the actual length of recess within the limit fixed as aforesaid and the majority decision of the workmen in any branch or establishment shall be adopted in case of difference of opinion with the management.

13.3 ATTENDANCE REGISTER

It is essential that every employee marks his attendance in the presence of the official concerned. The concerned official should also ensure that the employees mark the lunch hour break every day in the attendance register maintained in accordance with the Shops and Establishment Act or any other Act/Rule prevailing in this regard. A separate attendance sheet should be maintained for Bank Guards, Watchmen at the Branch.

a) An attendance Register should be maintained at all branches. The noting in the attendance register made by the employees should always reflect the actual timings of arrival and departure and lunch recess. These entries should be made in the register at the appropriate time and not later.
b) The attendance register should be regularly checked at the opening and closing hours of the day by the Branch Manager/Manager of the Division/Head of the Department and should be initialled by the Officer concerned in token thereof. The employees who are unpunctual should be questioned and counselled, where necessary by the Branch Manager.

13.4 WEEKLY OFF, STAGGERING AND SPLIT DUTY

The Bank is at liberty to fix at its discretion the actual timings of work, provided the maximum number of hours of work applicable are being observed. Any change made by the Bank in the actual timings of work of any workman for staggering purposes as also any change in the weekly holiday of any workman consequent upon a change made by the Bank in the weekly holiday of a branch/office will not require a notice of change under Section 9-A of the Industrial Disputes Act 1947. Sufficient advance intimation of such change of actual timing of work will however be given to the workmen concerned. The weekly holiday of a branch / office may be changed at the Bank’s convenience.

13.4.1 Norms For Staggering Of Working Hours

Certain norms have been laid down in consultation with 'Award Staff Federation' for the staggering of the working hours of the staff with a view to ensuring better customer service and completion of the day's work.

13.4.2 Staggering of working hours at any particular Branch/Department is introduced when a fairly long term need is felt. The actual periods of staggering are based on the need in each area of operation, within the limits laid down. In general they do not exceed one hour before the commencement of normal working hours and two hours after the normal closing hours. It is, however, ensured that staggering does not conflict with any of the provisions of the Shops & Establishments Act applicable to the Centre where the Branch is situated. Staggering of working hours is done in consultation with the controlling authority.

13.4.3 The following further instructions should be followed in respect of staggering of duty hours of the staff in addition to what has been agreed in Bipartite Settlements/Agreements between the Bank and the Staff Federation.

a) Staggering of duty hours should be resorted to meet only genuine requirements of work.

b) As a result of staggering, total working hours of an employee should not exceed those provided in the Bipartite Agreement.

c) Sufficient advance intimation of such change in actual timings for work should be given to the workman concerned as laid down in para 10.5, Chapter X of the Bipartite Agreement dated 31st March 1967.

d) Staggering of duty hours should not contravene relevant provisions of the local Shops and Commercial Establishments Act, wherever applicable.

13.4.4 The working hours of the workmen staff can be staggered as per the actual requirements, within the following framework.

AGREEMENT DTD. 8.9.1983
<table>
<thead>
<tr>
<th>Nature of Duties</th>
<th>Staggering norms</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Despatch</td>
<td>Upto two hours before or after normal working hours</td>
</tr>
<tr>
<td>ii) Inward Mail</td>
<td>Upto two hours before the opening time.</td>
</tr>
<tr>
<td>iii) Acceptance of clearing cheques from customers</td>
<td>Upto two hours before the opening time.</td>
</tr>
<tr>
<td>iv) Acceptance of clearing cheques (at the office handling the clearing) from other local offices</td>
<td>Upto two hours after closing time</td>
</tr>
<tr>
<td>v) Acceptance of clearing returns (may be combined with No. IV, if feasible)</td>
<td>Upto two hours after closing time.</td>
</tr>
<tr>
<td>vi) Local Clearing at principal offices</td>
<td>Upto two hours earlier than Opening time</td>
</tr>
<tr>
<td>vii) Outward S.Cs/D.Ds/Drafts time</td>
<td>Upto two hours after closing time</td>
</tr>
<tr>
<td>viii) Branch clearing work</td>
<td>Upto two hours after office hours.</td>
</tr>
<tr>
<td>ix) Preparation of Returns (for employees by and large engaged in this work to facilitate their uninterrupted access to books)</td>
<td>Upto two hours before or after normal working hours.</td>
</tr>
<tr>
<td>x) Telex Operators (At Overseas Branches)</td>
<td>Upto two hours before or after normal working hours.</td>
</tr>
<tr>
<td>xi) Head Clerks' Duties (checking, signing and despatch of Branch Clearing General account statements, establishment returns etc.)</td>
<td>Upto three hours</td>
</tr>
<tr>
<td>xii) Agricultural Assistants (For visiting office, villages to meet farmers, before the latter leave for their farms)</td>
<td>Upto three hours before normal working hours.</td>
</tr>
<tr>
<td>xiii) Work at Data Processing Centres (as most of the input documents arrive only by, say 2 p.m.)</td>
<td>Upto four hours after office working hours.</td>
</tr>
</tbody>
</table>
ii) CASH DEPARTMENT STAFF
The working hours of cashiers (including those getting special allowance) and Cash coolies/Messengers can be staggered up to 2 hours before or after normal office working hours in the following manner:-

| At branches where the number of Cashiers | 
|----------------------------------------|-------|
| is less than 3                         | NIL   |
| is between 3 and 5                     | 1 Cashier |
| is between 6 and 10                    | 2 Cashiers and one Cash Coolie/Messenger |
| is between 11 and 25, Cash Coolie/Messenger | 3 Cashiers and one |
| is between 26 and 35                   | 3 Cashiers and 2 Cash Coolies/Messengers |
| is between 36 and 50                   | 6 Cashiers and 2 Cash Coolies/Messengers |
| is 50 and over                         | 8 Cashiers and 3 Cash Coolies/Messengers |

To the extent possible, this should be arranged before opening hours for outward remittances, checking of un-examined remittances etc.

iii) SUBORDINATE STAFF

<table>
<thead>
<tr>
<th>Nature of Duties</th>
<th>Staggering norms</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Not more than one messenger in any small branch or section of a medium sized branch and not more than 2 messengers in any section/department of a large branch and administrative office for attending to the staff whose duty hours are staggered.</td>
<td>Upto two/three hours either before commencement or after close of normal working hours.</td>
</tr>
<tr>
<td>ii) Drivers</td>
<td>As per the existing arrangement at different offices. Any change may be made in consultation with the Circle Union.</td>
</tr>
</tbody>
</table>
### 13.4.5 General (MEMO OF SETTLEMENT DTD. 8.9.1983)

i) The clerical staff, whose working hours are staggered, should not constitute more than 20% of the strength of clerical staff in an office and 25% in a division/department. Where the strength of clerical staff in an office is up to 5, not more than one and where the strength is between 6 and 10, not more than two employees' working hours may be staggered.

ii) As far as possible, duties of employees may be staggered by rotation to minimise inconvenience to them.

iii) In case of female employees, the maximum staggering will be 2 hours.

iv) The Circle Management/Branch Managers may also stagger duty hours of the staff in the areas not listed above in consultation with the Circle Union/local unit.

v) The duty hours of drivers can be staggered freely according to needs of the Bank between 8.00 a.m. and 9.00 p.m. Within these hours, a driver is given duty of 7 hours at a stretch and not intermittent. A driver who is required to come early or go late is paid overtime wages for such extra work.

Such duty hours can also be split, subject to payment of Split Duty allowance. At the time of appointment, drivers should be given a combined designation as driver-cum-messenger so that their services can be gainfully utilised when not required for driving.

### 13.5 OVERTIME

In view of the guidelines received from the Government and our Corporate Centre, efforts should be made to do away with overtime payment entirely. The overtime should be paid only when it is absolutely necessary. Controlling Authorities will be advised the ceiling of overtime payments for each year and they would have to ensure that the stipulated ceiling is in no case exceeded. Strict measures need to be taken in this regard as any laxity would attract adverse criticism from the Government which would be a matter of serious concern for the Bank.

In the rare event of making overtime payments, the following guidelines/procedure should be adopted.

a) The Bank can require a workman, without his consent, to work beyond the hours of work prescribed for his subject however to the condition, that such overtime work shall not exceed the ceiling, if any, prescribed.

b) Normally, the total period of work including overtime shall not on any day, exceed, in the case of workmen other than members of the subordinate staff, 8 1/2 hours and in the case of members of the subordinate staff, 9 hours, excluding the period of recess. In case, however, of an emergency, of which a responsible officer of the Bank shall be the sole judge, or when the exigencies of Government work at the close of the financial year so require, a workman can be required to work in excess of the aforesaid hours. The provisions herein shall be subject to the provisions of any law relating to the ceiling on the hours of work or overtime applicable to the Bank. Branch Managers should ensure that employees are not permitted under any circumstances to work overtime in excess of the number of working hours prescribed in the Shops and Commercial Establishments Act in force in their States.

c) Any days declared as holidays under the Negotiable Instruments Act, 1881 for half yearly and yearly closing of accounts, or for any other specific purpose (like
adjustment of accounts consequent upon devaluation) which require such declaration of holiday only for the public and not for the Bank employees, shall be deemed to be normal working days for all workmen employed in the Bank.

d) For the first one-quarter of an hour of overtime work on any working day, there shall be no payment for any workman. If, however, the overtime work extends beyond the first one-quarter of an hour, overtime payment shall be made for the whole period of overtime work including the first one-quarter of an hour of work.

e) The first quarter of an hour of overtime work, if not paid for as provided above, shall not be taken into account for the purpose of the annual overtime limit, prescribed for the employee.

f) Guidelines for Overtime Work
Employees should be detained for overtime work only when it is absolutely necessary. Members of the supervising staff must ensure that the routine duties of the Branch are equally and fairly distributed and that additional assistance is given in good time to any section which on a particular day happens to have unusual pressure of work. Where it is not possible to provide additional assistance or the work cannot be expected to be completed within the scheduled hours, the official under whom the clerk is working should arrange to obtain the prior approval in requisition slip of the Branch Manager/Manager of Division/Manager Accounts/Accountant for overtime work and such sanction should be recorded in the overtime register and initialled by the employee, the supervising official and the sanctioning authority.

g) Overtime work should be judiciously distributed from the beginning of the year so that difficulties are not experienced during peak periods such as annual closing of accounts etc. Sufficient margin will have to be kept in respect of each employee for work connected with the annual closing of accounts and opening of new ledgers etc. In any case, only such of those employees who has not exhausted the annual ceiling of overtime should be detained for the work connected with the annual closing, ledger opening etc. If the Branch Managers foresee any difficulty in adhering to the instructions, they should invariably write to the controlling authority and seek their instructions.

13.5.1 Eligibility

All full-time employees of the Bank including temporary employees and employees on probation, are eligible for payment, on the scales laid down, for the overtime work performed by them. Permanent sweepers wholly attached to the office (i.e. other than those attached to residence of Senior Officers) shall be paid overtime wages at 200% for work performed in excess of their normal working hours prescribed under the local Shops and Establishment Act. Godown keepers, who are expected to conform to usual office hours, are also eligible for overtime wages for work performed in excess of working hours prescribed for them viz. 6.1/2 hours on weekdays and 4 hours on Saturday.

b) Watch and Ward Staff are not entitled to any overtime payment or any holiday, in case additional holidays are declared by the Central/State Government due to death of dignitary, elections etc.

c) However, workmen engaged in domestic service at the office and the residence of officers will be governed by the provisions regarding working hours and overtime.

d) A workman who is guilty of any mistake which has resulted in his doing overtime work will not be entitled to receive payment for such overtime work. Before, however, a
workman is held not to be so entitled, he must be given an opportunity at a suitable
time to explain his lapse and to show cause why he should not be considered to be
dis-entitled to receive such payment.

e) Overtime on days declared as holidays at a late stage, due to the death of a
National Leader.

Declaration of an unforeseen holiday cannot have retrospective effect. Moreover,
services of the employees who may have worked for some time before the receipt of
the information about holiday, cannot be taken to have been requisitioned by the
banks for doing overtime work. If, however, any employee was “required to work”
after the receipt of the intimation that a holiday had been declared, he would, of
course, be entitled to overtime for work so done.

f) If a public holiday has been declared or changed at a late stage, no overtime would
be payable. Overtime would, however, be payable only if the notification is issued in
advance and the employees are required to work after receipt of the intimation of
change.

13.5.2 Calculation Of Overtime Wages
(BIPARTITE SETTLEMENT DTD. 31.3.1967)

13.5.2.1 For the purpose of calculating the amount payable for overtime work

a) Work done for less than one full quarter of an hour shall be deemed to be work done
for quarter of an hour.

b) The expression ‘emoluments’ shall mean the aggregate of basic pay, personal pay (if
any), special allowance (if any), officiating allowance (if any), city compensatory
allowance (if any), house rent allowance and dearness allowance. HRA should not
be taken into account in respect of employees who have been provided residential
accommodation.

c) Every month shall be deemed to consist of 150 working hours so that the monthly
emoluments payable per hour will be deemed to be 1/150th of the monthly
emoluments for all workmen.

13.5.2.2 Overtime work on days other than Sundays and holidays shall be paid for at 150 per
cent of hourly emoluments for the first four quarters of such work and at 170 per cent
of such emoluments for any succeeding hour. In those cases, where payment of
overtime is required to be made under any enactment at a higher rate, it shall be
paid at such higher rate for the period for which it is obligatory to pay the same at
such higher rate. Accordingly, overtime wages should be calculated as detailed in
the following paragraph:

13.5.2.3 For work done on Sundays and holidays a workman (including a member who is
asked to work as a watchman on such days) will be paid for the entire period of work
at 200% of his hourly emoluments, unless any such day happens to be a working day
for him or generally for all workmen. No compensatory off or grant of additional
weekly holiday to be permitted to those employees who work on weekly
offs/Sundays.

13.5.2.4 Employees attending training course on intervening Sundays/Holidays while on
training, are not allowed either compensatory off or overtime, since the training will
be for their benefit and development.
13.5.2.5 A table for the purpose of calculation of overtime is given as per Annexure 13.1. The total emoluments payable to an employee should be rounded off to the next higher rupee and the overtime wages calculated accordingly. The calculations have been rounded off to three decimals and actual payments should be rounded off to the next higher rupee as usual.

13.5.2.6 The overtime payments should be reported to Controlling Authority on Monthly/Quarterly/Yearly basis on the formats as per Annexure 13.2, 13.3, 13.4 and 13.5 respectively.

13.5.3 Recording of Overtime Work

In cases where overtime work is permitted, before overtime work commences, its anticipated duration should be recorded in the Overtime Register and authenticated. The actual duration of overtime work, which should not normally exceed the original estimates, must also be recorded in the Overtime Register under the initials of the employee concerned, the supervising official and the sanctioning authority. It will be the responsibility of the supervising official concerned to ensure that the time of departure recorded in the attendance register conforms to the entry in the column ‘overtime actually worked’ in the Overtime Register. The supervising official who scrutinises the attendance register daily must satisfy himself independently that when an employee has marked his time of departure beyond the scheduled departure time set for him, overtime work has been authorised in his case in the Overtime Register. The supervising official will also ensure that there is no contravention of any of the provisions of the Shops Act and/or other enactments in force. The Branch Manager should also scrutinise the attendance register daily.

It is also the responsibility of the employee who marks departure timings, which are later than his scheduled working hours, to ensure that the overtime work evidenced in the attendance register conforms to the duration of overtime work actually performed and recorded in the Overtime Register. Any discrepancy should be brought to the notice of the Branch Manager at the earliest opportunity.

13.5.4 Requisition of overtime

Merely because an employee sat late in the office and marked the correct time of his departure would not by itself entitle him to claim overtime wages. It is necessary for the employee to first fill in the overtime requisition form for prior sanction by the Appropriate Authority at the Branch. The time of departure marked in the requisition should invariably correspond with the time of departure marked in the muster roll.

13.5.5 Sanctioning authority

Overtime payments in accordance with the instructions detailed above and in the manner prescribed from time to time by the controlling authority, shall be authorised by the Branch Manager/Managers/Deputy Manager of Divisions/Manager(s) Accounts/Accountants.

13.5.6 Curtailing overtime - guidelines to be followed

In tune with the Government's desire to curtail the overtime payment, proper planning at all levels and adherence to the suggested steps is absolutely necessary. All concerned should strictly follow the procedure/instructions reiterated hereunder, apart from the other instructions.
a) No employee should be detained for overtime work at administrative offices except in special circumstances where it should invariably be authorised by the General Manager/Dy. General Manager. In the quarterly statement on overtime being submitted by Zonal Offices to Local Head Office, information on the number of employees, if any, permitted to perform overtime work at the administrative offices and the amount paid should be incorporated.

b) At village branches/small branches/newly opened branches/ADBs/non-currency chest branches, there should normally be no need to detain employees for overtime work. Such branches should, by and large remain as 'no overtime branches'. Any exceptions on account of special circumstances should be made only by an authority not below the rank of the Dy. General Manager of the module.

c) The position in regard to overtime should be reviewed on an on-going basis by the Asst. General Managers. All the concerned functionaries from the controlling offices, when they visit branches, should specially look into the position in regard to the payment of overtime.

d) Effective control will need to be exercised by the Controlling Authorities on problem branches where the trends of overtime escalation are noticed, by constant vigil, visits and efforts made to identify the cause and to remedy the position without loss of time. Where stringent action is called for, it must be taken without hesitation.

e) The officials, who show laxity in exercising effective control as per the instructions, should be suitably cautioned and this factor should be commented upon under appropriate columns of their confidential reports, promotion appraisal reports viz., 'Supervision', 'Managerial Ability' 'General Remarks'

f) Payment of overtime on contract basis, if still existing at some places, must be abolished. The payment should be made strictly on actual work basis, within the ceilings, and no employee should be allowed to perform overtime work unless his services have been actually requisitioned for the purpose by the authorised official.

g) Action plans well in advance of the expected heavy working days such as first day of each month, Saturdays falling in the first week, last few days of March, annual closing days etc., should be drawn up so that the essential work is efficiently carried out with minimum resort to overtime. Any laxity in the administration of overtime in violation of these instructions would be viewed seriously.
ANNEXURE-13.1

TABLE FOR CALCULATION OF OVERTIME WAGES FOR ALL CATEGORIES OF WORKMEN STAFF

<table>
<thead>
<tr>
<th>Total monthly emolument/s in Rupee(s)</th>
<th>150% (of the normal hourly wage)</th>
<th>170% (of the normal hourly wage)</th>
<th>200% (of the normal hourly wage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0.01</td>
<td>0.011</td>
<td>0.013</td>
</tr>
<tr>
<td>2</td>
<td>0.02</td>
<td>0.023</td>
<td>0.026</td>
</tr>
<tr>
<td>3</td>
<td>0.03</td>
<td>0.034</td>
<td>0.040</td>
</tr>
<tr>
<td>4</td>
<td>0.04</td>
<td>0.045</td>
<td>0.053</td>
</tr>
<tr>
<td>5</td>
<td>0.05</td>
<td>0.057</td>
<td>0.066</td>
</tr>
<tr>
<td>6</td>
<td>0.06</td>
<td>0.068</td>
<td>0.080</td>
</tr>
<tr>
<td>7</td>
<td>0.07</td>
<td>0.079</td>
<td>0.093</td>
</tr>
<tr>
<td>8</td>
<td>0.08</td>
<td>0.091</td>
<td>0.106</td>
</tr>
<tr>
<td>9</td>
<td>0.09</td>
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<td>0.120</td>
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<tr>
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<td>0.10</td>
<td>0.113</td>
<td>0.133</td>
</tr>
<tr>
<td>20</td>
<td>0.20</td>
<td>0.227</td>
<td>0.266</td>
</tr>
<tr>
<td>30</td>
<td>0.30</td>
<td>0.340</td>
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<tr>
<td>40</td>
<td>0.40</td>
<td>0.453</td>
<td>0.534</td>
</tr>
<tr>
<td>50</td>
<td>0.50</td>
<td>0.570</td>
<td>0.666</td>
</tr>
<tr>
<td>60</td>
<td>0.60</td>
<td>0.680</td>
<td>0.800</td>
</tr>
<tr>
<td>70</td>
<td>0.70</td>
<td>0.793</td>
<td>0.933</td>
</tr>
<tr>
<td>80</td>
<td>0.80</td>
<td>0.910</td>
<td>1.066</td>
</tr>
<tr>
<td>90</td>
<td>0.90</td>
<td>1.020</td>
<td>1.200</td>
</tr>
<tr>
<td>100</td>
<td>1.00</td>
<td>1.133</td>
<td>1.333</td>
</tr>
<tr>
<td>200</td>
<td>2.00</td>
<td>2.266</td>
<td>2.666</td>
</tr>
<tr>
<td>300</td>
<td>3.00</td>
<td>3.400</td>
<td>4.000</td>
</tr>
<tr>
<td>400</td>
<td>4.00</td>
<td>4.533</td>
<td>5.333</td>
</tr>
<tr>
<td>500</td>
<td>5.00</td>
<td>5.666</td>
<td>6.666</td>
</tr>
</tbody>
</table>
## ANNEXURE-13.2

**MONTHLY STATEMENT OF OVERTIME WAGES PAID**

**FOR THE MONTH OF ..................................**

<table>
<thead>
<tr>
<th></th>
<th>Last Month</th>
<th>This Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Total number of eligible employees</td>
<td>............</td>
</tr>
<tr>
<td>B</td>
<td>i) Total amount of overtime paid during the month under report</td>
<td>Rs...........</td>
</tr>
<tr>
<td></td>
<td>ii) Total amount of overtime paid upto the end of month under report.</td>
<td>Rs...........</td>
</tr>
<tr>
<td>C</td>
<td>i) Maximum hours of overtime permitted to any employee during the current month.</td>
<td>............</td>
</tr>
<tr>
<td></td>
<td>ii) Maximum hours of overtime permitted to any employee upto the end of month under report during the current year.</td>
<td>............</td>
</tr>
<tr>
<td>D</td>
<td>i) Per Capita hours of overtime performed during the current month (mention also the total number of hours of overtime performed and the total number of eligible employees)</td>
<td>Hours........</td>
</tr>
<tr>
<td></td>
<td>ii) Per Capita hours of overtime upto the end of the month under report during the current year.</td>
<td>Hours........</td>
</tr>
</tbody>
</table>

Per Capita hours of overtime is the cumulative hours of overtime performed divided by the actual eligible employees during the month.

**STATE BANK OF INDIA**

...............BRANCH  

BRANCH MANAGER
ANNEXURE-13.3

QUARTERLY RETURN OF OVERTIME FOR THE QUARTER ENDED.............................

Ceiling, if any, prescribed for the quarter...........(Please indicate here number of hours of
overtime permitted to an employee)

1. (a) Total amount of overtime paid in the corresponding
quarter in the previous year

Rs.

(b) Total amount of overtime paid in the last quarter
of the current year.

Rs.

(c) (i) The number of employees who exceeded the
ceiling of overtime in the last quarter

Clerical/Cash/Subordinates

(ii) Maximum number of hours for which overtime
was paid to an employee during the last quarter
(mention specific cadre)

2. Has the position as stated in 1 (c) been regularised at
the end of the current quarter ?
If not, give specific reasons.

3. (a) Total amount of overtime paid in the
current quarter

Rs.

(b) (i) Number of employees who exceeded the ceiling
of overtime as at the end of the current quarter

Clerical/Cash/Subordinates

(ii) The maximum number of hours for which
overtime was paid to an employee during
the current quarter (mention specific cadre)

(iii) The maximum number of hours for which overtime
was paid to an employee from the beginning of the
year, (i.e. 1st January) to the end of the current quarter.

(c) (i) Total number of workman employees as at the end
of the current quarter(excluding ineligible employees)

(ii) Total number of hours of overtime work performed
for the current quarter

(d) (i) Per capita overtime paid for the current quarter
(in Rupees

aggregate amount of overtime wages paid for the
quarter divided by the number of eligible employees)

(ii) Per capita overtime paid for the current quarter
(in Hours

(total number of hours of overtime work performed
divided by the number of eligible employees)

(e) Per capita overtime paid from the beginning of the year
(i.e. 1st January to the end of the current quarter (to be
worked out as in (d) above)
**ANNEXURE-13.4**

.................................................BRANCH

ANNUAL OVERTIME REPORT

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>For the year ending March, 2020</th>
<th>For the year ending March, 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Total number of Award employees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Total amount of overtime wages paid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(iii) Total amount of salaries and allowances paid excluding the amount of salaries and allowances paid to Bank Guards</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE :-**
Include particulars regarding sub-offices/treasury sub-offices, if any, under your control.

STATE BANK OF INDIA

.................................................BRANCH

.................................................BRANCH MANAGER
ANNEXURE-13.5

SUPPLEMENTARY RETURN OF OVERTIME FOR THE YEAR ENDED THE 31st MARCH

BRANCH OPENED ON..........................................

1. Number of employees who were in service of the Bank for the entire year and who worked overtime to the full permissible extent i.e., 120 hours or in excess thereof.

2. Number of employees eligible for overtime work i.e., excluding godown watchmen, guards, sweepers, domestic servants etc.

   As on 1st April A
   As on 31st March B

3. Number of employees who have worked overtime as under ;

   (i) No overtime during the year
   (ii) Upto 50 hours
   (iii) Over 50 but upto 75 hours
   (iv) Over 75 but upto 100 hours
   (v) Over 100 but upto 120 hours
   (vi) Over 120 hours

4. Per capita overtime hours worked during the year.

   Place :
   Date :

   BRANCH MANAGER
   * For calculating this, the average number of employees under 2(A) and 2(B) above should be taken.
CHAPTER 14

LEAVE RULES

The leave rules applicable to the members of the award staff have been incorporated in Chapter VII of the agreement dated 31st March 1967 entered into between the Bank and the All India State Bank of India Staff Federation. Those employees who were governed by the provisions for leave as per Sastry Award were given an option to continue to be governed by those rules or to be governed by the rules agreed to vide Agreement dated 31.3.1967. However, with effect from 1st January, 1987, the leave rules detailed hereunder have been made applicable to all the employees of the Bank in terms of the Agreement between the Bank and State Bank of India Staff Federation. [SETTLEMENT DTD. 31.3.1967] (MEMO INST ON LEAVE RULES, SEPT. 1977) (CDO/PM/16/CIR/80 DTD. 28.12.2002)

14.1 GENERAL INSTRUCTIONS

14.1.1 An employee who desires to obtain leave of absence, other than casual leave, shall apply in writing to the Branch Manager or any other officer authorised for the purpose. Such application for leave shall be made not less than one month before the date from which the leave is to commence, except in urgent cases for unforeseen circumstances including illness when it is not possible to do so. The Branch Manager or the officer authorised for the purpose shall issue orders on such application as soon as practicable and in cases of an urgent nature immediately. If the leave asked for is granted, an order showing the date of commencement of the leave and the date on which the employee will have to resume duty shall be issued to him. An employee, before proceeding on leave, shall intimate his address while on leave and shall inform of any change therein during the course of leave.

14.1.2 If an employee, after proceeding on leave, desires extension thereof, he shall make an application in writing to the Branch Manager or Officer authorised for the purpose. Such application shall state the full postal and telegraphic address of the employee, and shall be made in sufficient time to enable the management to consider the application and send a reply to him before the expiry of the leave desired to be extended. A written reply either of the grant or refusal or extension shall be sent to the employee at the address given by him if such reply is likely to reach him before the expiry of the leave originally granted to him.

14.1.3 If the leave is refused or postponed, the reason for the refusal, or postponement, as the case may be, shall be mentioned in the order, and a copy of the order given to the employee.

14.1.4 No leave or extension of leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned.

14.1.5 Leave of all kinds cannot be claimed as a matter of right. When the exigencies of service so require, discretion to refuse or revoke leave of any description is reserved to the authority granting it, and an employee already on leave may be recalled when considered necessary in the interests of the Bank. When an employee is called back from leave, the bank will pay his travelling expenses to and from the place where he was spending his holiday. The employee will also be entitled to claim travelling expenses of his spouse and children and dependent parents having no independent source of income provided they have accompanied him while going to such place or have gone to such place within a week of his going there and have accompanied
him whilst returning from such place or have returned to the place of work within a week of his return to that place.

14.1.6 Public Holidays (that is Bank Holidays under the Negotiable Instruments Act) other than Sundays shall not be prefixed or suffixed to any leave without obtaining prior sanction of the competent authority.

14.1.7 An employee who overstays his leave (except under circumstances beyond his control for which he must tender a satisfactory explanation) shall not be paid his pay and allowances for the period he overstays and shall further be liable for disciplinary action.

14.1.8 Leave earned by an employee lapses on the date on which he ceases to be in service. Where an employee’s services are terminated owing to retrenchment he shall be paid his pay and allowances for the period of privilege leave at his credit.

14.1.9 Unless he is permitted to do so by the competent authority, an employee will not be entitled to return to duty before the expiry of the period of leave granted to him.

14.1.10 The first day of an employee’s leave is the working day succeeding that upon which he hands over charge. The last day of the employee’s leave is the working day preceding that upon which he reports his return to duty.

14.1.11 An employee on leave shall, unless otherwise instructed to the contrary, return for duty to the place at which he was last posted.

14.1.12 Unauthorised absence without intimation continuously for a period exceeding 30 days would be deemed as a “Gross Misconduct” in terms of Clause 5(p) of Bipartite Settlement dt.10.04.2002.

14.1.13 Absence without leave or overstaying sanctioned leave without sufficient grounds would be deemed as a “Minor Misconduct” in terms of Clause 7(a) of Bipartite Settlement dt.10.04.2002.

14.1.14 The Competent Authority may require an employee who has availed himself leave for reasons of health to produce a medical certificate of fitness before he resumes duty even though such leave was not actually granted on a medical certificate.

14.1.15 Leave may not be granted to an employee under suspension or against whom proceedings are pending.

14.1.16 The term ‘pay’ wherever it occurs means the aggregate of

i) Basic Pay;

ii) Dearness Allowance;

iii) House Rent Allowance;

iv) Special and other Allowances, if any, (but excluding special allowance drawn as locum-tenens and officiating allowance if any) which the employee would have drawn had he been on duty.

14.1.17 A financial year means the period 1st April to 31st March each year.
Part time employees are at par with full-time employees in matter of leave rules. (All part time employees in the service of the bank as on 31.12.05, drawing scale wages and fixed wages have been converted into full scale of pay by 01.04.06, they will be governed by the same terms and conditions applicable for full time scale of wages staff in subordinate cadre.)

Sanctioning Authority

Leave of all categories except extraordinary leave on loss of pay, and special leave of all kinds which is subject to the prior approval of the appropriate authority may be sanctioned by the Branch Manager/Managers of Divisions. At the Local Head Office/Zonal Office/Corporate Centre, leave shall be sanctioned to the members of 'award staff' by the respective Heads of the Departments/Sections.

Observance of Leave Rules

The practice of employees exhausting the annual quota of casual leave within the first few months of the financial year and thereafter availing themselves of privilege leave without prior permission and without regard to the number of times such leave is availed of is highly irregular. Branch Managers should adopt the following course of action in dealing with such cases.

a) An employee who exhausts all his casual leave should be advised promptly that he has exhausted all the casual leave and that he can avail himself of privilege leave, if any, at his credit only in accordance with the Bank's rule. (Annexure 14.1)

b) If the employee subsequently avails himself of leave without prior sanction, he should be advised in writing. (Annexure 14.2)

c) If he repeats such action, he should be advised in writing to desist from such irregular practice and also advised that his absence will be treated as unauthorised and that he would not earn wages for the unauthorised absence. (Annexure 14.3) However, if the Branch Manager is satisfied that the failure of the employee to obtain prior permission is not on genuine grounds and is a deliberate attempt to defy the authority, his absence should be treated as unauthorised and, the procedure outlined in sub para (d) below will have to be followed.

d) If the employee does not pay heed to these advices and absents himself again without prior sanction, the absence should be treated as unauthorised and on loss of pay and the matter reported to the Controlling Authority for appropriate disciplinary action against him after calling for an explanation from the employee. (Annexure 14.4).

e) Some employees may submit medical certificate in support of their absence. If the Branch Manager has reason to believe that the medical certificates are not genuine, the employee may in consultation with the controlling authority be subjected to an examination by a Medical Board consisting of the Bank's Authorised Doctor/Medical Officer, specialist in the field and a physician of repute.

f) Wherever the provision of any law applicable to any place are in conflict with the provisions contained in this Chapter, the provisions of law should be applied.

The instructions with regard to various kinds of leave are given hereunder.
14.4 **CASUAL LEAVE (SETTLEMENT DTD. 31.3.1967)**

14.4.1 An employee shall be entitled to casual leave up to a maximum of 12 days in each financial year i.e. from 1st April to 31st March every year w.e.f. 1.4.2003 (CDO/PM/16/CIR/80 dated 28.12.2003) provided that not more than 4 days may be taken continuously and provided that holidays and Sundays may not be combined with such leave in such a way as to increase the absence at any one time beyond six days. But if extended beyond these limits, it shall be treated as privilege leave in respect of entire period. Instructions for grant of casual leave are as under :-

a) Casual leave may not be granted in combination with any other leave.

b) The quantum of casual leave available to an employee during the first Financial year of his service is calculated on a pro-rata basis at the rate of one day for each completed month or part thereof from the date of his joining the service up to the end of the year.

c) Casual leave shall be non-cumulative except as provided in para (14.8.3) under sick leave. Ordinarily, the prior permission of the sanctioning authority shall be obtained before taking such leave. When this is not possible, the said authority shall be informed as soon as practicable in writing or if it is not possible, orally or through any person, of the employee’s absence from work, reason thereof and of the probable duration of such absence. In any event, a written application shall be submitted to such authority latest on the day the employee resumes duty.

d) Casual leave is only intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules. Holidays except Saturdays and Sundays shall not be prefixed or suffixed to casual leave without the prior permission of the officer granting such leave.

e) Holidays and weekly off falling within the period of casual leave will not be treated as a part of casual leave.

f) Casual leave may be taken on grounds of sickness without production of medical certificate, provided the total period of sickness does not exceed 4 days.

g) Any absence from duty without satisfying the requisite conditions under which leave may be taken or obtaining such leave on false grounds would justify the Bank after giving the employee an opportunity to explain, in not treating the employee as on casual leave but as being absent without leave on loss of pay and allowances.

h) An employee on casual leave shall be entitled to pay and allowances as if he was on duty.

i) Casual leave not availed of by an employee in a financial year shall be convertible into sick leave on full pay and such sick leave in lieu of unavailed casual leave shall be over and above the maximum period provided under sick leave. There is no upper limit in regard to the accumulation of unavailed casual leave as sick leave.

Such leave not exceeding a day if availed on grounds of sickness, shall be allowed without production of medical certificate (VII Bipartite Settlement dt.27.03.2000)
14.5 PRIVILEGE LEAVE

14.5.1 Privilege leave can be accumulated up to a maximum period of 240 days w.e.f. 1.1.90.

14.5.2 Privilege leave earned by an employee in a financial year is credited to his leave account at the beginning of the following year. Privilege leave should not be granted on pro-rata basis, before it is credited to the leave account.

14.5.3 Accrual of privilege leave

14.5.3.1 An employee shall earn privilege leave during each year separately, regardless of the maximum leave at his credit at the beginning of the year, subject to the maximum limit stipulated. Credit shall continue to be afforded to the privilege leave accounts of the employees on 1st April every year in respect of leave earned during the previous year.

14.5.3.2 For the purpose of computing the privilege leave earned at the rate of one day for every 11 days of completed service, the period of privilege leave already availed of by the employee during that year, the period of sick leave, extraordinary leave and maternity leave (if any) granted to the employee and unauthorised absence on loss of pay should not be counted as service, as no leave other than casual leave will count for the purpose of computing privilege leave. (SETTLEMENT DTD. 31.3.1967)

14.5.3.3 In respect of sick leave taken during a financial year, only the actual period of absence will be taken into account irrespective of the fact whether it was on full pay/half pay.

14.5.3.4 It is also to be noted that one day's privilege leave is earned for every completed 11 day's of actual work done. Also for the calculation of privilege leave, a financial year is taken from April to March.

14.5.3.5 An award staff employee can earn privilege leave during any given year even if the leave at his credit on the 1st April of the year is the maximum permissible amount of accumulated leave, provided that the leave at his/her credit on the 1st April of the following year is not more than 240 days. Thus, if an employee, who has maximum permissible amount of privilege leave to his credit on the 1st April – (PER:JR:CIR:110 DTD. 31.5.1985)

i) does not avail of any leave during the year

The leave for that year though earned, will lapse at the beginning of next year;

ii) avails of one month's leave during the year

The period of leave availed will be set off against the leave earned by him/her during the year i.e. 1 month and the leave to his credit at the beginning of the next year will be 8 months.

iii) avails of, say, 10 days' leave during the year

The period will be set off against the leave earned during the year (i.e. 30 days) leaving a balance of 20 days. However, since the leave to the employee's credit at the beginning of the following year cannot be more than the maximum permissible
amount, this balance of 20 days’ leave will lapse and the leave to his/her credit on the 1st April of the following year will be only 240 days.

14.5.3.6 While calculating privilege leave earned by an employee in a financial year, if the actual number of days for which he had worked during that year (i.e. number of days in the year less privilege leave/sick/maternity leave, etc. but not casual leave, actually availed of by him/her) is not exactly divisible by 11, the fraction of a day of earned leave if any, shall be taken as a full day (with effect from the calendar year 2001).

14.5.3.7 Period of special leave granted to sportsmen employees may be treated on par with casual leave for the purpose of computing privilege leave.

14.5.4 Accounting procedure for privilege leave falling in two Financial Years

Where an employee is due to proceed on leave during the financial year and the leave to be availed of partly falls in the current year and partly in the next year, the leave account may be debited as on the date on which the leave will start. However, for the sake of administrative convenience the posting may be done at the time of sanction itself. In the event of any change in the quantum or period of leave sanctioned/availed of, the necessary corrections may be carried out later. Consequently, where an employee applied for leave to be availed in the next financial year, the leave account may be debited after the usual credits are posted on April 1 of the year in which leave is to be availed.

14.5.5 General Instructions Relating To Privilege Leave

14.5.5.1 When leave is refused by the Bank for any reason to an employee, who has at his credit the maximum permissible accumulated leave, he will continue to earn privilege leave and further accumulation of leave beyond the permissible limit will be allowed to him until the Bank is in a position to grant him leave. Privilege leave can be availed of by an employee only on two occasions in a Financial year (except of course, under extraordinary circumstances). There shall be no contravention of this provision without justifiable reason. Employees should, therefore, plan their leave programme sufficiently in advance with a view to adhering to the stipulations referred to above.

14.5.5.2 An employee will not earn privilege leave only for the number of days he actually remains absent. As such, pro-rata privilege leave will accrue to him for the number of days of leave debited to his leave account on account of encashment of leave. In other words, in calculating the period of completed service for which privilege leave is credited, while the period of privilege leave enjoyed is not counted, the period of privilege leave encashed should be counted as service.

14.5.5.3 A member of the Executive Committee of a recognised trade union of the employees of the Bank may be granted privilege leave on more than two occasions in a financial year provided it relates only to attending to trade union work. The other provisions contained in the above clause regarding the grant of privilege leave on more than two occasions in a Financial year will be operative in respect of the above employees also, for personal purposes.

14.5.5.4 Applications for privilege leave of say, 15 days or more required by the staff, any time during the year, are invited before the end of May of each year and the leave sanctioned in a conveniently phased manner well in advance. When several
applications are received for the same period during a year, which may not be practicable to be sanctioned, the applicants are asked to vary their periods of leave. If, however, they do not do so by mutual adjustment, then the leave is sanctioned to a few depending on the exigencies of the service.

14.5.5
An employee may avail himself of privilege leave for a period of more than 4 days at a time on grounds of illness on production of a medical certificate.

14.6 **SICK LEAVE** (SETTLEMENT DTD. 17.9.1984)

14.6.1 An employee shall be granted sick leave on half pay at the rate of 30 days for each completed year of service subject to a maximum of 18 months during his entire service. In the first year of service, an employee will be granted sick leave on pro-rata basis. Where an employee has put in a service of over 24 years, he shall be eligible to additional sick leave at the rate of one month for each year of service in excess of such 24 years, subject to a maximum of three months of additional sick leave.

14.6.2 Sick leave shall be on half substantive pay, provided that a confirmed employee if he so requests, shall be permitted to avail sick leave on full substantive pay up to a maximum of 9 months during the entire period of service. Such leave on full substantive pay being entered twice the amount of leave taken, in his sick leave account. Sick leave admissible for service in excess of 24 years shall be on half the substantive pay. However, on request such leave shall be permitted on full substantive pay by entering in the sick leave record as twice the period of leave taken.

14.6.3 There is no upper limit in regard to the accumulation of unavailed casual leave as sick leave. This sick leave is protected on the employee's promotion to supervising staff and is in addition to the sick leave to which he is entitled to after his promotion in terms of his service rules.

14.6.4 All sick leave shall be granted to an employee on production of a medical certificate acceptable to the Bank.

14.6.5 Sick leave due to an employee on any particular day may be calculated on the basis of total period of service as on that date at the rate of 30 days for each completed year of service and on pro-rata basis for the broken period. The expression completed year of service would include the period spent on duty as well as on leave including extraordinary leave.

14.6.6 When an employee avails himself of leave on grounds of ill health, the authority empowered to sanction leave may require the employee to produce a medical certificate of fitness before he resumes duty even though such leave was not actually granted on medical grounds. In the interest of the affected employee and his colleagues, a certificate of fitness should be insisted upon if the employee was suffering from infectious/contagious diseases such as small pox, tuberculosis, etc. or when the period of leave on medical grounds exceeds a fortnight.
14.7 **EMPLOYEES ON PROBATION** *(PA:CIR:37 DTD. 29.6.1983)*

Award staff employees on probation shall be granted leave on the following basis:

i) **Casual Leave**

One day per month. The quantum of casual leave available to the employee during the first Financial year of his service should be arrived at on a pro rata basis at the rate of one day for each completed month or part thereof. Casual leave thus computed would be made available subject to the conditions laid down elsewhere in this chapter. For example, if an employee joins on 1st September he will be eligible for 4 days of casual leave which may be granted even during September.

In terms of corporate centre circular no. CDO/PM/16/CIR/80 dated the 28th December 2002, it has been decided to change the existing procedure of computing entitlement to privilege leave as well as casual leave of officers/employees from calendar year basis to financial year basis effective from 1st April 2003. However, there is no change in the existing computation procedure for the sick leave.

ii) **Sick leave**

On half pay on a pro rata basis according to the length of service, as applicable to permanent employees.

iii) **Extraordinary Leave:**

When an employee on probation is granted extraordinary leave on loss of pay, his or her period of probation may be extended for the period of extraordinary leave. Where the period of extraordinary leave is short, say not more than 15 days and the controlling authority is satisfied that the leave was taken for genuine reasons, such as sickness etc. the Branch Manager/Head of the Department may, with the approval of the General Manager waive the postponement of the date of confirmation on merits of the case.

iv) **General**

Particulars of leave of all kinds granted to such employees since their joining the service should be reported in their monthly reports. Any leave in excess of what an employee would be eligible for on the above basis will be treated as extraordinary leave on loss of pay and the period of probation of the employee exceeded correspondingly; such period will not count for increments.

(v) Applications for grant of leave of any other kind should invariably be referred to the Controlling Authority with the recommendations of the Branch Manager.

14.8 **EXTRAORDINARY LEAVE ON LOSS OF PAY** *(PA:CIR:37 DTD. 29.6.1983)*

14.8.1 Extra ordinary leave may be granted to an employee when no ordinary leave is due to him. Except in exceptional circumstances, the duration of extra ordinary leave shall not exceed 90 days on any one occasion and 360 days during the entire period of his service.
14.8.2 In very special circumstances, the Chief General Manager may condone absence of an employee beyond 360 days.

14.8.3 The competent authority may sanction the extraordinary leave in the following circumstances:

a) An employee's own sickness
b) Sickness of employee's wife or children
c) For appearing in the examination
d) For pursuing higher studies
e) Any other reason beyond the control of the employee, the discretion for which will be entirely with the sanctioning authority.

14.8.4 Competent Authority For Grant Of Extraordinary Leave

The following authority structure has been designated for sanction of extraordinary leave to members of the award staff:

a. For award staff working at branches:
   Asstt. Gen. Manager: Extraordinary leave up to 90 days
   Dy. General Manager: Extraordinary leave up to 180 days.
   General Manager: Extraordinary leave up to 360 days.

b. For award staff working at Zonal Offices:
   Dy. General Manager: Extraordinary leave up to 180 days
   General Manager: Extraordinary leave up to 360 days

c. For award staff working at Local Head Offices including Learning Centres:
   Departmental Head not below the rank of SMGS V: Extraordinary leave up to 90 days
   Concerned General Manager: Extraordinary leave up to 360 days

d. For award staff working at Corporate Centre:
   AGM incharge of staff matters: Extra ordinary leave up to 90 days
   DGM/GM incharge of the department: Extra ordinary leave 91 to 360 days

e. For award staff working at Corporate Centre establishments:
Departmental Head or Officer in hierarchy not below SMGS V: Extra ordinary leave upto 90 days

Officer in hierarchy not below TEGS VII: Extra ordinary leave upto 360 days

The Chief General Manager of Circle in respect of employees working in a Circle and the Chief General Manager (HR) in respect of employees working in Corporate Centre establishments, is the competent authority to condone the absence of an employee beyond the maximum permissible extraordinary leave of 360 days i.e. beyond 360 days, on merits of each case and on justifiable grounds. Such extraordinary leave on loss of pay in excess of 360 days for any reason whatsoever will not count for pension, increment etc. However, all cases for sanction of extra ordinary leave should be critically screened by the controlling authorities before making recommendations to the appropriate competent authorities at different levels.

14.8.5 Extraordinary leave on loss of pay does not normally count for increment, seniority etc. However, the Chief General Manager, in the case of an employee working in the Circle and the Chief General Manager (HR) in the case of an employee working in corporate centre and its establishments, are the competent authorities to restore seniority and count the period of extra ordinary leave on loss of pay for increment, seniority, etc. upto 360 days in the following circumstances.

a. Employees own sickness

b. Employee's own studies

However, the period for which seniority is restored will not count for pension in all cases. (DO:ADM:889 DTD. 20.3.1987)

14.8.6 In the case of employees who are office-bearers of registered trade unions, increment may be deferred only to the extent that extra ordinary leave exceeds 2 months in any incremental year.

14.8.7 The Bank may grant extraordinary leave in combination with or in continuation of leave of any other kind admissible to the employee except casual leave.

14.8.8 No pay and allowances are admissible during the period of extraordinary leave and the period spent on such leave does not count for increments. The effect of such leave is to permanently postpone the dates of all future increments falling due in the employee's salary by a period equal to the period of such leave. However, as the dates of increments of all employees fall on the 1st of respective months, the shifting is notionally made in the actual date on which the increment accrues. If on such postponement either in the first instance or on a cumulative basis such date of accrual of increment shifts to any subsequent Calendar month, the increment will be released on the 1st of that subsequent month.

14.8.9 To ensure proper implementation of the instructions contained in para 14.8.8 above, it is necessary to keep an accurate record of all such leave granted to an employee on different occasions in his service and leave records.
14.8.10 Any employee irrespective of whether he is a union leader or not, who avails himself of leave on loss of pay in excess of what is provided in the para 14.8.1 above, may be put on notice by the Bank and if his attendance does not improve, the Bank may take recourse to the provisions of Bipartite Settlement dt.10.04.2002.

14.8.11 Extraordinary leave on loss of pay is subject to the sanction of the management and cannot be availed of by the employee on his own. If the management is not satisfied with the reasons for the absence, it would be in order to treat his absence as unauthorised and not counting as service for any purpose. Where the employee is likely to exceed the limit available under the Bipartite settlements, the Bank will put him on notice, warning of the consequences. Thereafter, the Bank may consider such contract as terminated after considering such termination as retrenchment. However, in genuine cases, the Bank can take a decision on its own and condone the absence beyond what is provided for in the Bipartite Settlements as extra ordinary leave on loss of pay.

14.8.12 All cases of extraordinary leave should be referred to the controlling authority for sanction.

14.8.13 The period of extraordinary leave availed of by an employee is included while computing one year of service for the purpose of calculation of sick leave.


a) Any employee who is absent on leave on loss of pay, will not be paid salary and allowance for the period in question.

b) Deductions in respect of various loans availed by the employee as well as statutory deductions should be effected from the salary and allowance, as and when they are payable to him.

c) Controlling Authority should be immediately advised giving the details of absence with the recommendations.

d) After getting necessary sanction from Controlling Authorities, concerned employees should be advised immediately about the postponement of increment, non counting of such period for seniority etc., Increment should be postponed if not sanctioned for restoration.

e) Such employees should be made clear that period of absence on leave on loss of pay on any grounds will not be counted as service for the purpose of pension.

14.9 MATERNITY LEAVE

14.9.1 Effective from 27th March, 2000, the earlier provisions relating to maternity leave have been 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. Leave applications should be supported by a certificate
from a registered medical practitioner, indicating, inter alia, the number of days for which rest is required, as a consequence of miscarriage/MTP-abortion.

14.9.2 The Bank may grant leave of any other kind admissible to an employee in combination with or in continuation of maternity leave if the request for its grant is supported by sufficient medical certificate.

14.9.3 If an employee is on maternity leave during the probationary period, she may be granted the said leave for a period not exceeding 3 months on loss of pay, by suitably extending the period of probation. The wages for such period, which should be calculated every month and held in Sundry Deposit Account, may be paid to her only after she is confirmed in the Bank's service treating the leave then as maternity leave.

14.9.4 The progressive position regarding maternity leave taken and the number of occasions on which it was taken should be suitably indicated in the leave record so that at the time of sanctioning such leave, the position about its availment in the past and the balance available could be readily known to the Sanctioning Authority. Suitable column showing progressive position of sick/maternity leave taken may be introduced in the leave register.

(ADM:43911 DTD. 7.10.1983)

14.9.5 Sick/maternity leave particulars should be incorporated in the leave record in the undernoted format.

<table>
<thead>
<tr>
<th>Balance (Sick Leave) (19)</th>
<th>No. of time (20)</th>
<th>Maternity Leave From (21)</th>
<th>To (22)</th>
<th>Total Leave granted (23)</th>
</tr>
</thead>
</table>

14.9.6 Leave for adopting a child

Leave may also be granted once during the service to a childless female employee for legally adopting a child who is below one year of age for a maximum period of two months or till the child reaches the age of one year, whichever is earlier subject to the following terms and conditions.

i) Leave will be granted for adoption of only one child.

ii) The adoption of a child should be through a proper legal process and the employee should produce the adoption deed to the Bank for sanctioning such leave.

iii) Temporary and part-time employees are not eligible for grant of leave for adoption of a child.

14.10 PROVISION OF SPECIAL LEAVE FOR EX-SERVICEMEN /DISABLED EX-SERVICEMEN

14.10.1 Absence for attending Republic Day Parade etc. by ex-servicemen

An ex-serviceman employee who is requested by his parent Defence organisation to take part in marching contingents and training/practice camps for Republic Day march past, Independence Day celebrations, etc. may utilise the leave available to
his credit. It would not be in order to grant Special Leave to ex-serviceman employees on such occasions.

14.10.2 Disabled ex-servicemen

Special casual leave upto a maximum of 15 days in a financial year including transit time both ways, may be granted to the disabled ex-servicemen employees of the Bank to enable them to appear before the Medical Resurvey Board for assessing their disability pension or to go to the Artificial Limbs Centres for replacement of the artificial limb(s). Such leave may be granted only on production of Medical discharge certificate from the authorities concerned.

Special casual leave, as above, will be sanctioned by the following:

i) Employees working at branches under the control of Zonal Office and at Zonal Office : Dy. General Manager


iii) Employees working at L.H.O. : Dy General Manager & Circle Development Officer

14.10.3 Leave to bank guards for army training

A Bank guard who is a reservist in the Indian Army shall be permitted to attend periodical training courses conducted by the Army Authorities. The period of the training course should be treated as on duty.

14.11 SPECIAL LEAVE TO SPORTSMEN EMPLOYEES / OFFICERS
(ADM:43911 DTD. 7.10.1983 COMPENDIUM ISSUED BY SPORTS CONTROL BOARD)

14.11.1 For Recognised Games

a) Special leave up to 30 days at one instance and to the extent of 180 days in a financial year for participation in tournaments of University/State/National/International levels in India : Chief Gen. Manager

b) Special leave for representing the country abroad in official international tournaments irrespective of the period of absence : Dy. Managing Director & Corporate Development Officer

c) For grant of special leave at one instance beyond 30 days for matches in India : Dy. Managing Director & Corporate Development Officer

14.11.2 A list of recognised games is as under:

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Cricket, Hockey, Basketball, Football, Volleyball, Tennis, Table tennis, Athletics, Badminton, Kabaddi, Chess, Weight lifting, Carrom, Aquatics

14.11.3 Non-recognised games

For grant of special leave upto 90 days for matches in India.
Chief General Manager

For grant of special leave beyond 90 days for matches in India
Dy. Managing Director & Corporate Development Officer

14.11.4 Special leave to Umpires/Referees

Special leave would also be granted to employees who officiate as umpires/referees/coaches/managers of teams at National/International events on the same lines as the sportsman employees.

14.11.5 Injuries sustained while playing for the Bank

Individual cases of Sportsmen for special leave on account of injuries sustained while playing for the Bank should be referred to the Local Head Office through the respective Controlling Authority.

For grant of special leave to sportsperson who are injured during official matches for the Bank in India
Chief General Manager

For reimbursement of medical expenses to sportspersons who are injured during official matches in India
Chief General Manager

14.11.6 All applications for special leave submitted by the sportsmen employees with full documentary evidence thereof should be submitted well in advance before the event/programme begins, to the Controlling Authority in duplicate for onward transmission to L.H.O. and sanction by the Chief General Manager. A specimen of the application is given at annexure 14.5.

14.12 PARTICIPATION IN MOUNTAINEERING EXPEDITIONS
(COMPENDIUM OF INSTRUCTIONS SPORTS CONTROL BOARD)

Special leave may also be granted to the extent of 30 days in a financial year to the employees who participate in mountaineering expeditions, provided the expedition has been approved by the Indian Mountaineering Foundation, Ministry of Defence, New Delhi or Youth Hostels Association of India. This leave is, however, non-cumulative, to be sanctioned by Chief General Manager of the Circle. Leave may also be sanctioned for trekking expedition/programmes. However, such leave may be availed of only twice in the entire service of an employee.

Employees desirous of participating in sports events/trekking programmes etc. should submit their applications, complete in all respects, at least 45 days before beginning of the event/programme. These should be immediately forwarded to the Controlling Authority who after scrutiny, recommend these to the Local Head Office at least 30 days before the event begins. Applications received late by the Local Head Office would not be sanctioned by the Chief General Manager.
**14.13 TIME OFF FOR PRACTICE**

The active sportsmen employees may be given a reasonable time off for practice during the season the game is played and in respect of such games which cannot be/are not played in the evening. The extent of time off is to be determined according to the nature of the game i.e. maximum of 2 hours should normally be sufficient.

A register will be maintained to record full details of time off granted which shall be initialled by the authority empowered to sanction time off. Any misuse of the facility will attract suitable disciplinary action against the concerned sportsman employee.

The Register sports-wise and player-wise shall be inspected by the President, Circle Welfare Committee annually. He or a nominee appointed by him should periodically visit the practice venue to satisfy himself that the players have the best of practice facilities and make full use of them.

**14.14 SPECIAL LEAVE OF VARIOUS KINDS**

**14.14.1 Blood Donation**

An employee donating blood at the Recognised Blood Bank of a hospital may, on production of a certificate to that effect, be granted special casual leave for the day on which he donates blood. Special casual leave for donation of blood should not be granted on any day subsequent to that on which blood is donated.

**14.14.2 Special leave - Family Planning Scheme**


**14.14.2.1 Special Casual Leave** is admissible to all employees who undergo sterilisation operations to the extent indicated below:

i. Special casual leave not exceeding 7 working days to male employees who undergoes sterilisation operation (Vasectomy)

ii. Special leave not exceeding 14 working days to eligible female employees who undergo puerperal/non-puerperal tubectomy operation.

iii. One day's special leave to female employees who had IUD insertions.

iv. Further, special leave of seven days to male employees whose wives undergo non-puerperal tubectomy operation may be granted special leave upto seven days subject to the production of a medical certificate from the doctor who performed the operation to the effect that the presence of the employee is essential for the period of leave to look after the wife during her convalescence after operation.

v. Special leave is also granted to an employee developing post sterilisation complications to cover the period for which he/she is hospitalised for a post operation complications on production of certificate from the concerned hospital authorities.

**14.14.2.2** The above facility will be subject to the following conditions :-
a. Sundays, Holidays, weekly off falling within the period of special leave will be treated as part of special leave.

b. The special leave for the purpose may be suffixed or prefixed either to privilege leave or to casual leave and not to both. The intervening holidays and/or Sundays may be prefixed or suffixed to the privilege leave, as the case may be.

c. The sterilisation operation must be conducted and certificate issued to that effect by an authorised competent authority of the hospital or under the Central Government Health Scheme. Employees who have undergone the operation at private nursing homes or by private doctors specifically authorised by the Government to conduct family planning operations and are otherwise eligible may also be paid lumpsum incentive if the controlling authority is satisfied with the genuineness of the claims and the certificates are authenticated by the Bank’s authorised doctors.

d. The employees should have two or three living children and should be within the reproductive age group, i.e., he should not be over 50 years of age and his wife should be between 20 and 45 years of age. In case of a female employee, she should not be above 45 years of age and her husband should not be over 50 years of age.

e. Sterilisation operation may be undergone either by the employee or his/her spouse.

f. The facility is also applicable to permanent part-time employees of the Bank whose working hours are not less than 6 hours a week. The facility is also applicable to a temporary employee.

14.14.3 Office-bearers of union/association

(e-circular 105/2005-06) LHO Circular CDO/P & HRD-IR/18/2005-06 Dated 07-07-2005

In supersession of para 13.39 of the 1st Bipartite Settlement dated 19/10/1966, with effect from 02-07-2005, Special leave will be allowed to certain employees for attending meetings and conferences of trade unions of bank employees as provided below:

a) Principal Office Bearers of All India Workmen Unions/ Associations subject to a maximum of–

i) 20 such members in the case of unions having more than 25% membership.

ii) 15 such members in the case of unions having less than 25% membership.

b) Central Committee Members of All India Workmen Unions/ Associations subject to a maximum of –

i) 40 such members in the case of unions having more than 25% membership.

ii) 30 such members in the case of unions having less than 25% membership.
Office Bearers of the Executive Committee of the State or Regional Level Units of All India Workmen Unions/Associations subject to a maximum of -

i) 20 such members in the case of unions having more than 25% membership.

ii) 15 such members in the case of unions having less than 25% membership.

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

14.14.3.1 Special/additional/special casual will be granted to the eligible office-bearers of the Union on the following basis:

i) It should be for the purpose of attending Union's Federation's meetings/conferences.

ii) Weekly and other holidays may be allowed to be suffixed, prefixed or added in between without any restriction on the total number of days, provided the entire period of absence is connected with the said meetings/conferences.

iii) Privilege leave or any other kind of leave, except casual leave, should not be allowed to be suffixed/prefixed to the special casual leave.

14.14.4 Quarantine leave

In case an employee is absent from duty on account of quarantine, the Bank may, at the request of the employee, treat such absence up to a maximum of 3 months as privilege or sick leave if such leave is otherwise permissible.

14.14.5 Special casual leave to join auxiliary police organization

The Bank may permit an employee to join officially sponsored auxiliary police organisation, such as the Home Guards, National Volunteers Corps, Prantiya Rakshak Dal etc., provided he can be relieved without detriment to his official duties subject to the following conditions:

i) The period of training and duty as Home Guards etc., is treated as special casual leave and he shall be permitted to receive in addition to his pay such emoluments as the State Government may offer; and

ii) The Bank will not be responsible for any risks, injuries, damages or other consequences arising out of or during the course of employment in the Home Guards or the other Organisation.

iii) A suitable letter of undertaking from the employee absolving the Bank from any liability for risks, injuries, damages etc. shall also be obtained and forwarded along with his application to the controlling authority.

14.14.6 Special casual leave for training in St. John Ambulance
Special casual leave may be granted to employees who enrol themselves as members of St. John Ambulance Brigade subject to the following conditions:

i) The grant of permission should not interfere with the discharge of their official duties;

ii) If they are required to undergo the necessary training etc., during office hours, their absence shall be treated as casual leave to the extent such leave is due and to the extent such leave is not due, as special casual leave.

iii) that where employees are detailed for any special duties by the Brigade, special casual leave not exceeding 3 days per annum may be allowed to them to cover their absence.

14.14.7 Rural service leave

Rural service leave will be granted to employees to enable them to do something in villages like survey of credit needs of rural households, etc. The terms and conditions governing grant of such leave will be as detailed in para 17.8, Chapter 17, Reference Book of Staff Matters (Supervising Staff) Volume-I, 2nd edition.

14.14.8 Special casual leave: election work

Employees who have been requisitioned for election duties by State Authorities are required to perform their duties as citizens of the country and as such there is no case for granting compensatory leave or any other facility in lieu thereof.

14.14.8.1 Special casual leave for exercising franchise in an election

In respect of the parliamentary or assembly elections even though the Central or State Government have advised granting of special casual leave to their employees for exercising franchise; unless the election day is declared as a holiday under the Negotiable Instruments Act, it would suffice if the employees are given time off, if they so request to cast their votes. To facilitate such an arrangement, some of the concerned employees may be permitted to report later after casting their votes and the remaining may be permitted to leave early for this purpose.

14.14.8.2 Every eligible voter is entitled to be registered on the electoral rolls of a constituency in which he ordinarily resides. It may happen in some cases that a bank employee residing and enrolled as a voter in a particular place/constituency may be posted in a branch/office located at some other place. In such cases, the individual employee may be granted special casual leave for full or part of the day of polling if his branch/office does not happen to be closed on the particular day to enable him to exercise his franchise after obtaining the following undertaking. However, no special leave shall be granted for the period of journey between the place of posting to the place where the election is being held and back.

I…………………………………………………… Designation ……………………………
resident of ………………………………………………………………………………….
……………………………………………………………………………………………….
hereby declare that I am a regular resident and/or a registered voter of the Parliament and State Assembly Constituencies in the State and have actually cast my vote on

Signature : ………………………
Date : ………………………
14.14.8.3  Election to state legislature councils from graduates constituencies

Employees who are university graduates and bonafide voters in the elections to the state legislature councils from graduates constituencies are eligible for special casual leave for the day of election to enable them to exercise their franchise.

14.14.9  Special leave for civil defence work

Permission to join Civil Defence organisation and grant of Special Casual Leave for attending civil defence duty/training

Permission to join Civil Defence organisation can be granted provided normal period of training is outside office hours. However, in an emergency if an employee who is enrolled as a member of Civil Defence Corps is required under the provisions of Civil Defence Act/Rules/Regulations 1968 to perform any duties including training during working hours, the period of such absence can be treated as Special Casual Leave. In case it is felt that such absence is fairly long and the Bank's work will suffer, the matter may be taken up with the appropriate authority to restrict the period of such deputation to a limited period. The authority structure for grant of Special Leave for the purpose will be as under

i) For award staff, in the Circle
   General Manager

ii) For award staff working in
    Central Office establishments
    Chief General Manager (HR)

14.15  ABSENCE OF EMPLOYEES

Occasions may arise when employees are unable to attend office on account of curfew etc. at the place of their residence or at the place of work. The standing guidelines to be followed in the matter of absence of employees on account of bundhs/curfews etc. are as under:-

14.15.1  Curfew in residential area : special leave

When curfew is imposed during entire working hours :-

If a branch remains closed on account of curfew order imposed during the entire working hours of the branch, the employees who are unable to attend on that day, should be treated as on special casual leave.

14.15.2  When curfew is imposed for a part of the working hours

If curfew is imposed only for a part of the working hours, the employees who attend office during the non-curfew part of working hours should be treated as having attended for the full day. The absence of those employees who do not attend during the non-curfew hours should be adjusted against their appropriate leave account.

14.15.3  Where the Branch/Office remains open

Where an employee is not able to attend the office on account of imposition of curfew either at the place of residence or at the place which falls on the way to the Branch/Office, the absence could be treated as special casual leave. Special casual
leave should be permissible only if it is physically impossible for the employee to report for duty. No special leave should be given if it is possible for him to reach the Office by a circuitous route avoiding curfew bound area or if special permission has been given by the Government authorities to move through the curfew bound areas for to and fro journeys to the Branch/Office, on production of identity cards etc. This would not, however, cover the absence on account of bundhs etc. which would be governed by the guidelines issued from time to time.

14.15.4 Absence on account of natural calamities or civil commotion or any other cause beyond the control of the Bank.

The absence of employees due to above causes should be treated as under:-

If the closure of the Bank is necessitated by reasons of natural calamities such as fire, rains, deluge or civil disturbances such as riots or any other cause beyond the control of the Bank, only appropriate leave including casual leave, but not special casual leave, should be granted to Bank employees in terms of Paragraph 511 of the Sastry Award.

14.15.5 Absence of employees due to bundh, morcha, strike, rail/rasta roko, etc. organised by various political/religious and other parties unconnected with the Banking industries.

14.15.5.1 In all cases where the Bundh, etc. is supported/co-sponsored or actively assisted by bank employees or their affiliated Union/Association action should be taken against employees who absent themselves from duty by effecting 'Wage-cut' on the basis of the principle 'No work no pay' in addition to any action the management may like to take as per the service rules.

14.15.5.2 In all cases where the Bundh etc. is not supported/co-sponsored or actively assisted by bank employees or their affiliated Union/Association, if an absenting employee gives a letter stating that he was not a member of any Union/Organisation which gave a call for the Bundh etc. and he did not participate in the Bundh etc but was prevented from attending office due to non-availability, disruption of transport facilities, physical obstruction or other legitimate reasons, his appropriate leave account may be debited.

14.15.6 Absence of employees during strike/agitation etc.

If there is a call for strike given by any Union of Bank Employees and an employee remains absent on the strike day he should be deemed to be on strike and his wages for the day should not be paid on the principle of 'No Work No Pay', in addition to any action the management may like to take as per the Service Rules.

If on the day of strike, a particular office of a bank remains locked, the absence of employees who were not on strike should be regularised as special casual leave by an authority not lower than the Deputy General Manager subject to fulfilment of following conditions:-

a) If the employee is a member of the union which has given a call for strike, he should advise the bank in writing before the strike day that although he is a member of the union which has given a call for strike, he has no intention to go on strike.
b) A letter by the employee, even if he is covered by (a) above stating that he was not on strike and he had come to attend the office in the usual manner but could not do so as all the doors were locked.

c) If it is established that even one or two employees were able to enter the office and the doors were opened any time before the close of business hours, special leave should not be given to those who did not enter the office.

d) In terms of Fifth Bipartite Settlement, Watch and Ward staff have been exempted from participating in strike/work stoppages.

Note: There have been instances, where employees (particularly office bearers/activists of unions/associations) had taken leave on one pretext or the other to participate in strike/dharna/agitation organised either at the same centre or elsewhere. In this connection, we advise that if an employee applied for leave for participation in dharna, strike etc., it should not be granted.

Further, where an employee has already been granted leave and it subsequently comes to the knowledge of the Bank, that he had not utilised the leave for reasons stated in his leave application (but had utilised it for participating in the dharna etc.) he should be advised that the leave obtained by him on false grounds but in reality, for participating in strike or dharna, is treated as cancelled and his absence for the day is treated as unauthorised, he should not be paid salary and allowances for such unauthorised absence, without prejudice to the Bank’s right to take disciplinary action against him.

14.15.7 Appearing for test and interview for promotion to clerical cadre

When a messenger is required to appear at a Branch/Office other than his own, for test and interview for promotion to clerical cadre or as Record keeper-cum-cashier, he shall be granted duty leave for the purpose and shall be reimbursed with travelling expenses, if any, incurred by him in that connection.

14.15.8 Appearing for test and interview of appointment as probationary officer

When an employee is required to appear for test and interview for selection as Probationary Officer, he is not granted any special leave.

14.15.9 Part-time employees

Part-time employees are treated at par with full time employees in the matter of leave rules.

(All part time employees in the service of the bank as on 31.12.05 , drawing scale wages and fixed wages have been converted into full scale of pay by 01.04.06, they will be governed by the same terms and conditions applicable for full time scale of wages staff in subordinate cadre.)

14.16 UNAUTHORISED ABSENCE

In terms of Clause (p) of Bipartite Settlement dated the 10th April, 2002, unauthorised absence for a period exceeding 30 days will be treated as "Gross Misconduct". As a result, the procedure for disciplinary action for gross misconduct should be initiated in respect of employees remaining unauthorised by absent for a period exceeding 30
days. Specimen of Memos to be addressed to the employees for unauthorised absence are given in Annexures 14.6, 14.7 and 14.8.

Where unauthorised absence is frequent, suitable action in terms of the provisions of rules governing the service of the employee should be initiated with the approval of the controlling authority.

14.17 HOLIDAYS FOR WATCH AND WARD STAFF

The members of the watch and ward staff shall be given, on days convenient to the Bank, as many number of days declared as public holidays by the respective State Governments under the Negotiable Instruments Act, 1881 for that year.

14.18 DUTY LEAVE - DEPARTMENTAL ENQUIRIES

An employee of the Bank when permitted to defend another employee of the Bank in a departmental enquiry in terms of Clause 12(a) of the Bipartite Settlement dt. 10.04.2002 will be relieved on duty leave.

14.19 SPECIAL LEAVE : CONCILIATION PROCEEDINGS

14.19.1 No special leave is granted to an employee for representing another employee of the Bank in conciliation proceedings at a station other than the one where he is stationed.

14.19.2 No duty leave is granted to employees to attend conciliation proceedings even for a part of the day; but may be granted any other leave to their credit as per the rules laid down by the Bank for the purpose.

14.20 ABSENCE OF EMPLOYEE FOR PART OF THE DAY

Wherever employees without prior permission of the management go on agitation on any form during office hours, they will have to be treated as having committed breach of contract of service and principle of 'No Work No Pay' should uniformly apply subject to the decision of court if any. Even where an employee is in breach of his contract for part of the day, he will not earn wages for the full day subject to the condition that the Bank does not acquiesce in the breach by taking work from such employee for the rest of the day. In such a case, care should be taken to give an intimation to the employees sufficiently in advance, through a notice which may be displayed or circulated, that no further work is expected of them for the rest of the day.

In a 'No Work No Pay' situation, the question of deduction of wages does not arise as the employees have not earned wages, as normal work in the normal manner in accordance with the contract of employment which is a condition precedent for earning wages has not been satisfied. The Bank should also ensure that appropriate adjustments are made at the time of disbursing the salary for that month.

14.21 SPECIAL LEAVE FOR EMPLOYEES - OUTSTANDING PERFORMANCE IN VARIOUS CULTURAL ACTIVITIES

The special leave may be granted to our staff members participating in cultural events at the National/Regional level. The outstanding performers in the field of classical music, classical dance, stage acting, painting and literature may be granted special leave on the following conditions:

1) The event should be a recognised one at National/Regional level.

2) There should be official invitation from the organisers.

3) The leave, depending on the event, should not exceed 7 days including time used for travel to and from.

4) The employees will not be eligible for any other monetary benefits or time-off facility for practice.

5) The leave should be treated as non-cumulative special leave.

6) An individual employee may be granted such non-cumulative leave upto 7 days at any one instance and not more than 30 days in a year. Maximum entitlement of an employee during his/her entire career will be 300 days.

The competent authority for sanctioning the special leave will be the Chief General Manager (P&HRD) at Corporate Centre

**14.22 ABSENTEE REGISTER**

An ‘Absentee Register’ should be maintained on the lines of the format given at Annexure 14.9, which should be completed each day morning at a stipulated time so as to have a full control over the absence of the staff and a proper accounting of their leave. The job of ensuring that the leave is accounted for leave applications are called for wherever these are not forthcoming, should be undertaken by the Branch Managers of small branches themselves or Managers of Divisions or by any other member of the supervising staff at large branches/departments at administrative offices. This register should be scrutinised by the controlling authorities visiting the branches periodically and Deputy General Managers/Managers of large branches with a view to ensuring proper maintenance.

Absence of both officers and award staff should be recorded in this register.

Whenever an employee overstays his leave, proper notice should be sent and action taken in terms of service rules. Employees who abstain in an unauthorised manner should not be allowed to join duty except under the specific order of the controlling authority.
ANNEXURE 14.1

Shri/Smt/Kum. ......................
State Bank of India,
.................................
.................................

Dear Sir/Madam

We have to advise that you have exhausted 12 days of casual leave for this year as on ......................In terms of the leave rules governing your service, privilege leave can be availed of only on two occasions in a year by an employee. Such privilege leave cannot be availed of without prior sanction from the Bank and has to be applied for well in advance. Please, therefore, note to refrain from taking leave without prior sanction in future during the year. Please acknowledge receipt of this letter.

Yours faithfully,

Branch Manager / Head of Dept.
ANNEXURE 14.2

Shri/Smt/Kum. ........................................................................................................................................

Dear Sir/Madam

Please refer to our letter No ................. dated ................. Despite our instructions in our above referred letter, we observe that you were again absent from duty without prior sanction on ................. / from.................. to .................. Please note that privilege leave cannot be availed of just as casual leave. You are, therefore, advised once again to abide by the leave rules and not to absent yourself from duty without our specific prior sanction.

Yours faithfully,

Branch Manager / Head of Dept.
ANNEXURE 14.3

Shri/Smt/Kum. .................................................................

Dear Sir/Madam

We refer to our letters No ............... dated ..................... in which we had advised you to abide by the leave rules and to refrain from absenting yourself without prior sanction.

2. We observe that you have again absented yourself on ................. / from................. to ................. without our prior sanction, although you have no casual leave at your credit, your absence is treated as unauthorised and accordingly you are not entitled for any wages for this period. We would once again advise you that you should, in your own interest, comply with the leave rules and not abstain yourself from duty without the Bank’s prior sanction. If, however, you continue to be absent unauthorisedly, we will have no alternative but to initiate appropriate disciplinary action against you.

Yours faithfully,

Branch Manager / Head of Dept.
ANNEXURE 14.4

Shri/Smt/Kum. .................................................................

Dear Sir/Madam

We refer to our letters No ....................... dated ..............................

2. Despite our repeated instructions, you have again absented yourself from duty on ...................... from ...................... to ...................... without prior sanction, even after exhausting your entire casual leave.

3. As you continue to contravene the leave rules despite our repeated advices / instructions, we call upon you to submit your explanation as to why disciplinary proceedings should not be initiated for your unauthorised absence.

Yours faithfully,

Branch Manager / Head of Dept.
ANNEXURE 14.5

RECOMMENDATIONS FOR GRANT OF SPECIAL LEAVE IN CONNECTION WITH PARTICIPATION OF AN EMPLOYEE IN VARIOUS TOURNAMENTS

i) Name of the employee (with designation) :

ii) Name of the game (Recognised/Non-recognised) :

iii) Name of tournament (approved by Bank/IBA, etc.)

iv) Special leave sanctioned during the year under the discretion of CGM of the Circle :

v) Total special leave availed during the year :

vi) Special leave applied for (date of application, date of commencement of tournament, number of days, etc.)

vii) Whether such application is received prior to commencement of tournament; if not, reasons therefor and action if any taken in this regard :

Recommendations :

Branch Manager / Head Dept.
Dy. General Manager

Note :

i) Applications should invariably be routed through the Secretary, Circle Welfare Committee of Circle concerned with his recommendations

ii) For tournaments outside the country the applications should accompany approval of respective Sports Federation and Government of India.
ANNEXURE 14.6

MEMO  REGISTERED A.D. POST

Shri/Smt./Kum..............................
...........................................
...........................................
...........................................

UNAUTHORISED ABSENCE FROM DUTY

It is observed that you are absenting from duty unauthorisedly since ..................

2. You are, therefore, advised to report for duty within 3 days of the receipt of this Memorandum and explain the reasons for your absence.

Branch Manager / Departmental Head
ANNEXURE 14.7

MEMO REGISTERED A.D. POST

Shri/Smt./Kum............................................
........................................................
........................................................
........................................................................

UNAUTHORISED ABSENCE FROM DUTY

Please refer to the memo No ..................... dated ....................... calling upon you to report for duty. It is observed that you are continuing to be absent from duty since ....................... The above position is highly irregular and in contravention of the rules governing your service in the Bank. You are therefore, hereby advised to report for duty within 30 days of the date of this notice. If you fail to do so, you will be deemed to have voluntarily retired from service on the expiry of this notice, in which case you would also be liable to pay to the Bank 14 days*/one month's pay and allowances in lieu of the notice.

Branch Manager / Departmental Head
* in case of a probationer
ANNEXURE 14.8

REGISTERED A.D. POST

Shri ................................................
........................................................................
........................................................................
........................................................................

UNAUTHORISED ABSENCE FROM DUTY

We advise that you are absenting from duty unauthorisedly since ................. In this connection, please refer to the memorandum no. .............................. dated ................... sent to you at your last recorded address by registered A.D. post calling upon you to report for duty within 30 days of that notice.

Now that you have failed to report for duty by .............................................., it is deemed that you have voluntarily retired from service on ............................................... You are hereby called upon to pay to the Bank within 15 days of the date of this notice, 14 days/one month’s pay and allowances in lieu of notice failing which that Bank will be constrained to file a suit for recovery of the same without prejudice to its right to set off terminal dues and any other amounts that may be due to you towards (part)* satisfaction of the amounts you are required to pay to the Bank.

(* Delete when inapplicable)

Branch Manager / Departmental Head/Disciplinary Authority
## ANNEXURE 14.9

**ABSENTEE REGISTER**

<table>
<thead>
<tr>
<th>Date</th>
<th>Name &amp; designation of employee</th>
<th>Period of leave</th>
<th>Whether application for leave received in time</th>
<th>If not, date of application for leave received on</th>
<th>Initial</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
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<td>(7)</td>
</tr>
</tbody>
</table>

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CHAPTER 15

LEAVE FARE CONCESSION/ENCASHMENT OF LEAVE

15.1 LEAVE FARE CONCESSION

15.1.1 Eligibility (SETTLEMENT DTD. 31.03.1967)

The concession is available to

a) Permanent full time employees including domestic servants provided they have completed at least 11 months' active service. However part-time employees, whose working hours are less than 6 hours per week will not be eligible for this facility.

b) Temporary employees who have completed at least 24 months' active service:

i) either without any break; or

ii) with a break not exceeding 7 days at a time, the total period of break, however, not exceeding 21 days in a calendar year.

iii) Each employee, if he has not already done so, should furnish a written declaration of his domicile to the Bank.

15.1.2 The concession may be permitted to the eligible employee when he proceeds on leave of any kind. There is no restriction as to the minimum number of days of leave to be taken for the purpose.

NOTE:

i) At times an employee may request for availing of Leave Fare concession/encashment of leave while he is on sick leave. Such employee may avail sick leave for recuperation/convalescence following his illness and if he wishes to visit a hill station or any other suitable place. All such cases, should be considered on merits and on the advice of the attending Physician if necessary.

ii) The claim for LFC may also be considered on merits when the employee has already been granted extraordinary leave for specified reasons.

15.1.3 Physically handicapped employees

A companion may accompany physically handicapped employee who is appointed under such category and is eligible for payment of conveyance allowance in terms of the Government guidelines, provided he/she does not have any member of the family in respect of whom he/she can claim the Leave Fare Concession.

15.1.4 Members of the 'Family' in respect of whom the concession may be claimed

The employee may avail himself of the concession for self as well as family. In supersession of para 5 of the Bipartite Settlement dated 5th January 1987, for the
purpose of medical facilities and leave fare concession, the expression ‘family’ of an employee shall mean:

a. The employee’s spouse, wholly dependent unmarried children (including step children and legally adopted children) as also parents ordinarily residing with and wholly dependent on the employee.

b. The term wholly dependent children/parent shall mean such member of the family having a monthly income not exceeding Rs.2,550/- p.m.

If the income of one of the parents exceeds Rs.2,550/- p.m. or the aggregate income of both the parents exceeds Rs.2,550/- p.m. both the parents shall not be considered as wholly dependent on the employee.

c. A married female employee may include her natural parents or parents-in-law under the definition of family - but not both - provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

Clarifications

i) If an employee and his wife are employed in the Bank, although each will be entitled to leave fare concession in his/her own right, the family including the husband and wife taken together will not be eligible for leave fare concession more than once in the relative period of leave fare concession. Further, if both husband and wife avail themselves of the leave fare concession together, the concession will be admissible to the family on the scale admissible to the husband or the wife and not both. In case each spouse prefers to avail leave fare concession in his/her own right, only one of them would be entitled to claim leave fare concession in respect of their dependent children but the wife will not be eligible for leave fare concession in respect of any other dependent except for her dependent parents.

ii) A male employee will be eligible to claim reimbursement under leave fare concession in respect of his wife and children, even if she is gainfully employed elsewhere.

iii) If husband and wife are working in different banks, each of them can avail of Home Travel/Leave Travel Concession separately for different journey. However, there should not be two payments by both the employers in respect of the same journey.

iv) The expression ‘children wholly dependent’ will mean children who are not gainfully employed but will not include married daughters. Married son who is wholly dependent and not gainfully employed will fall under the definition of family for the above purposes, but daughter-in-law will not be covered under the definition of family.

v) In case where the more than one brother and/or unmarried sister are serving in the bank at different places and their parents are dependent on them only one employee (brother or unmarried sister) will be entitled to the benefit of leave fare concession in respect of his/her dependent parents.

vi) Age of a family member will not be a factor to decide his/her dependence on an employee, unless it is specifically provided.

vii) No expenses will be payable in respect of the servant.

(Settlement Dtd. 15.9.1984)
15.1.5 Commencement of journey by employee and family

Leave Fare Concession may be availed of by the workman's family for travel without attendance of the workman on either journey provided the period between the date of commencement of journey and the return journey by the family and the date on which the employee himself commences his journey does not exceed four months. On expiry of such period of four months any leave fare concession not availed of by the employee himself (unless in the meantime his leave is refused by the Bank) or his family will lapse.

15.1.6 Travel to different places by employee and his family (PER:IR:17:1987)

The workman and/or members of his family may visit the same place or different places of their choice within the permissible distance.

15.1.7 Family not residing at the employee’s place of work (PER:IR:38:1991)

The family of the employee although permitted to travel separately while availing of LFC facility are also required to commence their journey within the biennial/quadrennial period applicable to him/her.

a) The dependent parents, shall ordinarily reside with the employee to be eligible for availment of LFC. An employee may, however, claim LFC in respect of dependent parents not ordinarily residing with him by giving a suitable declaration and satisfactory evidence of such dependence. (PER:IR:38:1991)

b) Place of work will also include a place where an employee may be deputed for duty. This provision, will, however, apply for concession in respect of the employee only. (SC:187:1982)

c) In case of an employee who may have to keep his children outside the place of posting for their education (because of lack of facilities) the expenses incurred on account of the children may be reimbursed in terms of his eligibility, from his place of posting to the designated places on leave fare concession or the actual amount spent by the children whichever is lower, subject to the usual terms and conditions. (SC:51:1982)

15.1.8 Intervals at which the facility may be availed and permissible distance (e-circular CDO/P & HRD-IR/18/2005-06 Dated 07-07-2005).

With effect from 2nd June 2005, leave fare concession payable will be the actual return railway fare or steamer fare incurred by the workman and members of his family subject to the following:

a) For availing of leave fare concession under a 2 year block for visit to any place within India, the maximum permissible distance shall be 2250 km. for subordinate staff and 1750 km. for non-subordinate staff.

b) For availing of leave fare concession under a 4 year block for visit to any place in India, the maximum permissible distance shall be 4500 km. for subordinate staff and 3500 km. For non-subordinate staff.

(Option should be given by all employees for (a) or (b) above on the format as per Annexure 15.1)
c) The restriction of maximum distance will not be applicable in cases where an employee avails of LFC for travel to his place of domicile on a biennial basis. (SC:187:1982)

d) Subordinate Staff: Place of Domicile in Nepal, Bhutan, Pakistan, etc.

In the case of subordinate employees, whose domicile is situated in Pakistan, Bhutan, Nepal the concession payable will be restricted to the fare from his place of work to the place on the Indian border nearest to his place of domicile, subject to the permissible distance.

It is clarified that expenses on travel to foreign land, if it falls in the circuitous route adopted by an employee to go to his home town or designated place, can be reimbursed to him within the framework of the provisions mentioned above, provided the employee’s designated place is anywhere in India and he actually visits the place so designated.

e) If leave fare concession is not availed of during any particular block, it should not ordinarily be carried forward. It is not desirable to extend the facility of carry-over of Leave Fare Concession to the Award staff beyond the biennial/quadrennial period as according to the extant instructions all the staff members are expected to advise their leave programmes in the month of January every year. Apart from this, a tendency will develop to apply for leave for availment of Leave Fare Concession at the time of expiry with a view of obtaining extension thereof. (ADM:16299 DTD. 26.4.1983)

f) Programming of leave fare concession (SC:33:1968)

At the beginning of each year, the Branch Manager should call for applications for leave from employees for availing leave fare concession so as to grant the leave in a phased manner before expiry of relative biennial/quadrennial period. This would obviate large scale absenteeism at any one time during the year.

15.1.9 Computation of leave fare concession block

i) The biennial/quadrennial period for the purpose of Leave Fare Concession of an employee who was in service on 1.10.1979 will start from the expiry of the last biennial/triennial period (as indicated below) if he has not availed of the LFC. (SC:21:1980)

ii) Where an employee has already availed of the LFC prior to 1.10.1979 the new biennial/quadrennial period will commence from the expiry of the current biennial/triennial period.

Illustration-1

Employee-X
prior to 1.10.1979 Option : Triennial

Appointed on 07.01.1972 : (i) triennial period : not availed
06.01.1975
07.01.1975 : (ii) triennial period : availed on 16.10.77
06.01.1978
07.01.1978 : (iii) triennial period : availed on 17.09.79
06.01.1981
The biennial/quadrennial period will start from 7.1.1981

Illustration-2

Employee-Y  Option : Biennial

<table>
<thead>
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<th>Date Availed</th>
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<tbody>
<tr>
<td>05.05.1974</td>
<td>November 1975</td>
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<tr>
<td>04.05.1976</td>
<td>April 1978</td>
</tr>
<tr>
<td>05.05.1976</td>
<td>April 1978</td>
</tr>
<tr>
<td>04.05.1978</td>
<td>Not availed till 01.10.1980</td>
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<tr>
<td>05.05.1980</td>
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The biennial/quadrennial period will start from 05.05.1978

iii) Employees who joined the Bank on or after 1.10.1979, the biennial/quadrennial period shall commence from the date of their appointment.

iv) Employees promoted to officers’ cadre:

The existing block of biennial/quadrennial period in Award staff cadre will continue even after promotion to Officers’ cadre.

15.1.10 Entitled class

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

(e-circular CDO/P & HRD-IR/18/2005-06 Dated 07-07-2005).

A Subordinate Staff:

Sleeper class fare for the journey by mail/express train or third class fare by steamer (lowest cabin class)

B Non-subordinate Staff:

i) First class fare for the journey by mail/express train. If the travel is by steamer, by the lowest cabin class or appropriate class equivalent to the fares payable by first class by train, whichever is higher.

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

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

In case of a journey by train if an employee incurs any reservation or sleeping berth charges, these will be reimbursed to him in addition to his other entitlements, and when break of journey is involved at a number of stations enroute, provided such breaks are inevitable and considered necessary. However, service charges paid to travel agents for reserving accommodation are not reimbursed by the Bank.

15.1.12 Concessional facilities extended by Indian Airlines/Railways etc.

Employees are permitted to avail themselves of concessionary facilities extended by Indian Airlines/Railways/State Transport in respect of their children while on leave fare concession. If an employee travels with his family beyond the designated place/place of domicile, reimbursement will be made in full in respect of his children provided the concessionary fares enjoyed by them do not exceed the normal fares they would have had to pay for travelling to the designated place. The employee will, however, have to bear the additional travelling expenses for himself and his wife as well as other members of his family (except his children).

In case of senior citizen dependents, the concessionary fare by entitled class/ mode of travel should be taken into account for the purpose of arriving at entitlement (CDO/IR/3128 dated 7.7.2003)

15.1.13 Place of destination accessible by road only, partly by road/ train/steamer etc. (PER:IR:3:1995-1996)

Effective from 2nd June 2005, where an employee has to travel on duty/LFC between two places not connected or partly connected by rail or steamer, on duty/leave fare concession he shall be reimbursed actual road mileage costs or Rs.2.00 per km. whichever is less.

(EIGHTH BIPARTITE SETTLEMENT DATED 2.6.2005)

15.1.14 Mode of travel

(e-circular CDO/P & HRD-IR/18/2005-06 Dated 07-07-2005)

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

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

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

b) Journey by bullock-cart/pony will be reimbursed at Rs. 1.50 per k.m. provided evidence is produced in respect of journey to the nearest railway, steamer, or bus link. (PER:IR:38:1991)

c) Similarly 'Pithu' charges (charges for carrying children etc., on the back of men) incurred by employees while availing this concession are paid provided such charges are within the permissible limits.

d) When journeys are performed to be undertaken on Doli/Dandi in absence of other modes of transport like rail/steamer/bus service, the expenses incurred may be treated at par with journey by bullock cart/pony/camel/ferry boat. The expenses will be reimbursed subject to production of satisfactory evidence in respect of such journey to the nearest railway station/steamer halt/bus link with a maximum of Rs.1.50 per k.m. within the overall entitlement of the employee.

e) An employee may travel by a higher or lower class by train and/or by air, than the class to which he is entitled to, cover a longer or shorter distance while availing himself of leave fare concession. In such cases, he will be eligible to claim actual expenditure provided it is less than or equivalent to the notional fare by his entitled class.

f) Where an employee has to face difficulties in getting bookings by train by the shortest route while availing leave fare concession, reimbursement by a convenient route which is considered shortest in point of time though it may be little costlier than the shortest route in terms of distance, may be permitted.

15.1.15 Conveyance charges (PER:IR:38:1991)

Conveyance expenses within the prescribed rates (viz. Rs.2.00 per k.m.), from residence to nearest railway station/bus stand/docks and vice versa as also similar expenses at the place of destination shall be reimbursed under leave fare concession facility within the overall entitlement of the employee.

15.1.16 Children below 5/12 years of age

a) Where children below the age of 5 years are charged bus fare, the Bank may reimburse an employee train fare for the journey of such children by the class to which he is entitled upto the permissible distance or actual bus fare incurred or road mileage @ Rs. 2.00 per k.m. whichever is less.

b) Where the children below the age of 12 years are charged bus fares, the Bank may reimburse the employee full fares for the journey of such children by the class to which the employee is entitled upto the permissible distance or the actual bus fare incurred or road mileage @ Rs. 2.00 per k.m. whichever is less.

Clarification

The term 'full Train Fare' in this context would be half the adult fare of the entitled class of the employee.

c) If the place of destination is not accessible by train or steamer and such children undertake journey by air, the Bank may reimburse an employee train fare for the journey of such children by the class to which he is entitled upto the permissible
distance or the actual air fare incurred or road mileage @ Rs. 2.00 per k.m. whichever is less.

15.1.17. **Travel by helicopter**

Where a workman employee travels by Helicopter Services between Jammu & Vaishno Devi, he may be reimbursed the eligible train fare for the actual distance between the two places.

15.1.18 **Travel by own car/scooter/motor cycle**

The journey may be performed by a non-subordinate staff in own car (non A/C). In such cases reimbursement will be made as if the journey had been performed by rail by the entitled class, i.e. first class fare upto 1750/3500 kms. as the case may be. A member of non-subordinate staff may perform the journey on his own scooter/motor cycle and he will be reimbursed the actual petrol and oil charges incurred by him within the permissible limits. Such reimbursement will not be allowed in respect of travel by a hired scooter/motor cycle. However, the employee should seek prior written permission from the Branch Manager for undertaking the journey by own car (non A/C.).

15.1.19 **Travel by taxi/hired car**

A member of clerical staff, may be permitted to undertake journeys in connection with leave fare concession by taxi/hired car (non A/C.), with prior approval of the Controlling Authority. For the limited purpose of permitting journeys by taxi or hired car while availing Leave Fare Concession facility, the term "Controlling Authority" may be taken to mean Branch Manager or Assistant General/Chief Manager (office administration) in case of administrative offices. In such a case, the actual expenses incurred may be reimbursed within the over all entitlement of the employee.

The car/taxi should be hired through a travel agency approved by the Bank for this purpose at a centre where an approved travel agency is operating. The journey may also be undertaken by a registered taxi, at a centre where no approved travel agency is operating, provided the rates charged are equal to/less than those charged by the approved travel agency. While submitting the travelling expenses bill, a copy of trip-sheet, duly signed by the taxi operator should be enclosed.

The sanctioning authority should satisfy himself, beyond doubt, that the concerned employee, had, in fact, travelled and incurred the expenditure as claimed in relative bill. It should be ensured that prior permission to travel by hired car/taxi has been taken and bills scrutinised appropriately.

Where an employee undertakes journey with the prior approval by a car/taxi, it will be in order to pay the actuals within his overall entitlement i.e. 1st class fare upto 1750/3500 kms. as the case may be. Night halt charges for undertaking the journey by taxi are not payable to employees while availing leave fare concession even if it falls within the overall entitlement.

Members of subordinate staff are not permitted to travel by Taxi/hired car under leave fare concession.

15.1.20 **Direct and circular routes**

i) An employee, while proceeding to his place of domicile will be paid the fare for a direct or regular route and not that for any circuitous route, where, however, more
than one direct or regular route is available, the employee will have the option to
travel by one of these routes and will be paid accordingly. While proceeding to a
place other than that of his domicile, an employee may travel by any route at his
option subject to the limit of distance and not necessarily by the most direct route.

ii) As long as the place to be visited by the employee is anywhere in India and he
actually visits the place, reimbursement in respect of expenses on travel, even to a
foreign land, if it falls in a circuitous route, may be made, subject to the limits laid
down above.

iii) Subject to the total amount payable by the Bank not exceeding the cost the
employee would have incurred in travelling by the entitled class up to the place of
domicile or the permissible distance as the case may be and in case of travel by
train/bus the break of journey being permitted only when the places of halt falls
enroute, the employee will be eligible for the following facilities in connection with the
availment of leave fare concession.

a) he may travel under season/zone/circular tickets issued by the railway authorities.

b) he may travel with a sight seeing tour arranged by travel agent/company for any
distance. The reimbursement will be made exclusive of lodging/boarding expenses
and only on production of satisfactory evidence.

c) local sight-seeing tours arranged after reaching the destination are not permissible
even though the total cost does not exceed the permissible limit of expenditure.

15.1.21 Short visits and central place

Short visits to one or more places several times from a central point to cover the
permissible distances are not permitted. However, if an employee visiting
North/South/East/West is required for the sake of convenience, to have a central
place where he has to return for proceeding to other centres, more than once, it will
be in order to entertain the claim provided the cost payable by the Bank is restricted
to the admissible cost by the permitted class of travel for the permissible distance.

15.1.22 Place of domicile

There is no provision to allow award staff employees to change their place of
domicile, as notified to the Bank at the time of joining. Female employees may,
however, be permitted to do so after marriage.
Where the husband and wife are both in the Bank’s service, the couple will need to
be treated as single family unit and allowed to declare only one place to be their
home town, which should be the same place for both of them. In making the
declaration, it is open to them to choose the home town of the husband/wife or
home town of the parents of the husband/wife or an entirely different place
consistent with the norms.

15.1.23 Miscellaneous instructions (SETTLEMENT DTD. 31.3.1967)

15.1.23.1 Proof submitted for single journey

For the purpose of availment of leave fare concession the employee shall produce
satisfactory evidence of actual expenditure incurred either by way of tickets or
money receipts for both onward and return journeys giving full details. If he fails to do
so, the claim for reimbursement for unauthenticated journey may be rejected. If
cash/money receipts are produced either for the onward journey or for return journey
only, it will be in order to allow the claim for the return/onward journey for which receipts are not produced, by the lowest class, if the reasons adduced for not rendering a cash receipt therefor are satisfactory.

15.1.23.2 Satisfactory evidence

(i) Till such time the Railway Board decides to issue money receipts, a signed certificate by the employee, furnishing the following particulars should be obtained:

a) Serial number of the ticket
b) Date of purchase
c) Date of journey
d) Issuing station
e) Amount
f) Destination

(ii) Any other matter, which the Bank may require to consider reimbursement in such cases. The Bank may, at its discretion, ask the employee to give satisfactory evidence by showing the tickets/reservation tickets before/after the journey, where it is not necessary to surrender tickets at the destination.

(iii) The Bill should contain a suitable explanation for non-production of the receipts etc. Submission of false bills is a fraud and in such cases, strict and prompt action should be taken in conformity with the Service Rules.

(iv) Certificates as under, should be obtained in respect of leave fare concession extended to dependent parents:

"I certify that my parents for whom I have claimed reimbursement of travelling expenses as detailed above are dependent on me and that their present monthly income is Rs......................"

"Certified that the fares claimed by me for dependent parents have not been claimed by my brother(s) and/or sister(s) working at other office(s)/branch(s) of the Bank.

As satisfactory evidence, the employees may also be required to show the tickets before commencement of the journey and submit the reservation tickets at the time of submission of bills.

15.1.24 Grant of advance/submission of bills, etc.

a) The advance for the cost of fares for both onward and return journeys is payable to the employee on submitting an application form as per specimen (Annexure-15.2)

b) The advance for purchase of rail tickets by workmen staff, may be granted two months prior to the date of journey subject to the following conditions.

i) The employee should produce evidence of having purchased the tickets within 7 days of availing the advance failing which the advance shall be recoverable with interest at 2% above SBAR.
ii) In case the advance on account of LFC, is not adjusted within one month from the date of reporting to the place of duty, the amount together with interest at a penal rate of 2% above SBA from the date the advance was taken will be recovered from the salary of the employee concerned in a maximum of 3 instalments, depending on the amount involved. Relaxation in deserving cases for recovery of the interest may be made only with the permission of the undernoted authorities.

Staff working at Authority to waive recovery of interest

a) Branches & Zonal Offices Dy. General Manager of the module

b) Departments of Local Head Office General Manager concerned

The above action will be taken without any prejudice to the Bank's right to initiate suitable disciplinary proceedings where wilful neglect in submitting the bills in time or wilful intention to misutilise the amounts far in excess of the actual requirements is observed.

iii) An employee availing himself of the LFC will, if he/she so requests, be advanced any salary falling due during his/her leave period.

c) Preventive vigilance (ADM:19306: DTD. 2.5.1980)

i) It is observed that case of submission of fraudulent leave travel concession bills supported by false railway/taxi receipts are coming to light with steadily increasing frequency. It is relatively easy to obtain false taxi receipts and the sanctioning authorities had approved of such bills without verifying the genuineness of such receipts.

ii) Sanctioning authorities should, therefore, exercise greater care while passing such bills. They should be alert particularly when they notice a large number of employees submitting similar bills/bills accompanied by receipts issued by the same travel agent or any other similar suspicious circumstances. In case of any doubt of the genuineness of such receipts, they must make thorough enquiries and, if necessary, refer to their controlling authority or seek the assistance of the Circle Vigilance Officer in doing so. Under no circumstances, should they part with the bills/receipts which are suspected to be false.

iii) Submission of false bills is sometimes treated as a minor and routine misconduct and consequently the maximum punishment inflicted is the cancellation of one/two increments. A more lenient view also is being taken when cases come to light of a group of employees committing similar offences. Once a lenient view has been taken in such group cases, the same yardstick is applied in subsequent individual cases also. This has evidently led to a strong feeling among the employees that the maximum punishment that will be inflicted is the stoppage of one/two increments.

iv) It is also observed that the amounts fraudulently received by the employees are not immediately recovered from them when the frauds come to light; in fact, the erring employees have been allowed to repay the money in instalments over a period of several months.

iv) Further, there is absolutely no reason to show leniency in cases of frauds. The mistaken impression which might have gained currency that frauds of the nature referred to herein or embezzlements, etc., for small amounts are treated leniently by the Bank, as
a matter of policy, would need to be corrected. We reiterate that there is no fixed or agreed scale of punishment like cancellation of one or two increments and in cases of frauds, cessation of service has to be the result, unless there are specific circumstances in a particular case to warrant a lenient view being taken.

15.1.25 **Part time employees**

All part-time employees in the service of the bank as on 31.12.05, drawing scale wages and fixed wages have been converted into full scale of pay by 01.04.06, they will be governed by the same terms and conditions applicable for Leave fare facility to full time scale of wages staff in subordinate cadre.

15.1.26 **Leave fare concession : husband/wife employed in the Bank**

(PA:CIR:24: DTD. 24.5.1983)

The procedure for obtaining a certificate from a lady employee to the effect that her husband had not himself availed of Home Travel Concession/ Leave Fare Concession from his employer has been examined.

It is clarified that if both husband and wife are working in different banks, each of them can avail of Home Travel/Leave Travel Concession separately for different journeys.

However, there should not be two payments by both the employers in respect of the same journey.

Where the husband and wife are both working in our bank, although each will be entitled to home travel concession/leave fare concession in his/her own right, the family including the husband and wife taken together will not be eligible for the concession more than once in the relative period.

15.1.27 **A question is often raised that where direct bookings/bogies/trains are available between two places, whether the actual fare may be reimbursed, even if the route taken is not the shortest in view of the difficulties faced by the employee.**

The matter has been examined and it has been decided that where an employee has to face difficulties in getting bookings by train by the shortest route while availing leave fare concession, reimbursement by a convenient route which is considered shortest in point of time though it may be little costlier than the shortest route in terms of distance may be permitted.

15.1.28 **The expenditure incurred in visiting places enroute with deviations touching the same place more than once - could be permitted within overall entitlement. However, the headquarter or the designated place cannot be touched more than once because as soon as one reaches designated place/place of domicile/headquarter, the journey is terminated and cannot be revived.**

15.1.29 **Noting in service record**

On each occasion, a member of the "Award Staff" avails himself of the concession, a suitable note is made in the employee's service record as well as in his/her leave record.

15.1.30 **Sanctioning authority for passing LFC/HTC bills**
The bills of travelling expenses submitted by members of award staff who avail themselves of LFC will be sanctioned by the Branch Manager for employees working in Branches and by the Chief Manager (Office Administration)/Asst. General Manager for Zonal Office/Local Head Office employees respectively.

15.1.31 **ENCASHMENT OF LEAVE FARE CONCESSION FACILITY**
(e-circular CDO/P & HRD-IR/18/2005-06 Dated 07-07-2005).

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

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

15.2 **ENCASHMENT OF PRIVILEGE LEAVE**
(settlement DTD. 31.10.1979
Per: IR:27:1990)

15.2.1 **The undernoted facilities of encashment of leave are permitted to the members of the award staff.**

a) Payment of salary to the legal heirs for the leave accrued to an employee at the time of his death, while in service.

b) Encashment of accumulated privilege leave at the credit of an employee at the time of retirement, not exceeding 240 days.

c) Encashment of privilege leave while proceeding on leave fare concession shall be permitted for availing of LFC under 2 year block - maximum 15 days either in each block or 30 days in one block. And for availing of LFC under 4 year block - maximum 30 days. (Per: IR38:1991)

d) The facility of encashment of privileged leave while availing of Leave fare concession is also available while encashing the facility of LFC.

Note: Where an employee has resigned on or after 1.4.2001, after giving due notice, he may be paid a sum equivalent to the emoluments in respect of privilege leave to the extent of half of such leave to his credit on the date of cessation of service subject to the maximum of 120 days.

Note : Where an employee has resigned/resigns on or after 01.04.2001, after giving due notice, he may be paid a sum equivalent to the emoluments of leave to his credit on the date of cessation of service subject to the maximum of 120 days.

15.2.2 All part time employees in the service of the bank as on 31.12.05 ,drawing scale wages and fixed wages has been converted into full scale of pay on 01.04.06, they
will be governed by the same terms and conditions applicable for encashment of Leave fare facility to full time scale of wages menial staff in subordinate cadre. Temporary employees are not eligible for this facility.

15.2.3 A month will be treated as 30 days for the purpose of encashment. On no account, pro-rata leave for availing leave encashment should be sanctioned.

15.2.4 The span of 2/4 years for the purpose of leave encashment while availing of leave fare concession will be counted from 1.10.1979 or from the date of joining the service whichever is later.

15.2.5 An employee who is permitted to encash privilege leave should be paid the usual salary and allowances for the month in which he is availing leave fare concession. For this purpose, the special allowances drawn as locum tenens however, be excluded. If the employee is staying in the quarters provided by the Bank or lease accommodation, notional House Rent Allowance shall be taken into consideration for the purpose of leave encashment (Annexure 15.4).

15.2.6 The amount earned by encashment of leave is not to be treated as "Salary/Wages" for the purpose of bonus.

15.2.7 When the employee’s family members alone avail of leave fare concession while the employee is not availing it, the facility of leave encashment will not be available.

15.2.8 If the husband and wife are employees of the Bank, it will be in order to permit the wife to encash leave once in a period of 2/4 years subject to the condition that she either accompanies her husband when he avails himself of leave fare concession on his own account or she herself avails of it on her own. This provision will apply to a married lady employee regardless of whether her husband is an officer or clerk in the Bank.

The facility of encashment of leave when husband accompanies his wife on LFC should also be extended to him as is being available to the female employee as mentioned above.

However, the female employee who have travelled along with her husband under his Leave Fare Concession entitlement from another organization cannot be deemed to have availed of her L.F.C. entitlement from the Bank and cannot be permitted to encash privilege leave. The position would be similar if the employee’s wife is working in other organization and he travels along with her under L.F.C. entitlement from that organization.

15.2.9 In the case of death of an employee, the salary and allowance for the period of unavailed privilege leave of the employee is to be paid to his legal heirs. As this would involve production of the necessary legal claim, such as Succession Certificate, Letter of Administration or probate, resulting in considerable hardships to the family of the deceased employee, the stipulation may be relaxed, where legal complications are not foreseen and the salary and allowances of the deceased employee for the unavailed portion of privilege leave may be paid to the widow on the basis of an indemnity bond with two sureties acceptable to the Bank and each good for the amount involved. The discretion to waive production of legal representation in individual cases and accept indemnity bonds has been delegated to the respective controllers not below the rank of Asstt. General Manager.
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<td>Respective Asstt. General Managers</td>
</tr>
<tr>
<td>ii) Employees working at branches under the control of Dy. General Managers</td>
<td>Respective Dy. General Managers</td>
</tr>
<tr>
<td>iii) Employees working at branches headed by the Dy. General Manager</td>
<td>Respective Dy. General Managers</td>
</tr>
<tr>
<td>iv) Employees working in Zonal Offices</td>
<td>Respective Dy. General Managers</td>
</tr>
<tr>
<td>v) Employees working in Local Head Office/Central Office establishments</td>
<td>Asstt. General Manager (Office Administration Dept.) at LHO/Central Office</td>
</tr>
</tbody>
</table>

### 15.2.10
Encashment of leave, except at the time of retirement, should be treated as part of salary and income tax at the appropriate rate should be deducted at source whenever an employee encashes leave at his credit.

### 15.2.11
The authorities empowered to sanction encashment of leave are detailed below.

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>AUTHORITY EMPOWERED TO SANCTION THE FACILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Payment of salary to the legal heirs for leave accrued to an employee at the time of death</td>
<td>i) Dy. General Manager for the Main/Special Branches</td>
</tr>
<tr>
<td></td>
<td>ii) Asstt. Gen. Manager for branches under his control.</td>
</tr>
<tr>
<td></td>
<td>iii) Dy. General Manager for staff posted at Zonal Office and for special branches directly under his control.</td>
</tr>
<tr>
<td></td>
<td>iv) Asstt. General Manager (Office Administration) for staff working in Local Head Office/Central Office</td>
</tr>
<tr>
<td>b) Encashment of accumulated leave at the credit of an employee at the time of retirement</td>
<td>As per (a) above.</td>
</tr>
<tr>
<td>c) Encashment of privilege leave up to a maximum limit of 30/15 days, while proceeding on leave fare concession, once in 4/2 years.</td>
<td>Branch Manager/Manager of a Division/Departmental Heads at Administrative Offices who are sanctioning authorities for leave/fare concession.</td>
</tr>
</tbody>
</table>
15.2.12 Ceiling for exemption of amount of leave salary

Government of India vide their extraordinary gazette notification dated the 27th November, 1998, have revised the ceiling on tax exemption for cash equivalent of leave salary in respect of period of earned leave at the credit of the employees who retire, whether on superannuation or otherwise, after the 1st day of July, 1997 to Rs.2,40,000/-. 

15.3 RECORD OF LEAVE ENCASHMENT

On each occasion an employee avails of LFC and leave encashment, a suitable note should be made in the employee’s service record as well as in his leave record.

15.4 Carry over of LFC/Leave Encashment

(PER:IR:7851:DTD. 17.2.1987)

Carry over of LFC/Leave Encashment facility is not permissible to award staff employees. Therefore, leave for availing the facility should not be rejected under any circumstances.
Dear Sir,

LEAVE FARE CONCESSION

This is to record that I shall avail myself of the leave fare concession once in two/four years* on the terms and conditions agreed to between the All India State Bank of India Staff Federation and the Bank.

Yours faithfully,

(Signature)

* Delete whichever is not applicable
ANNEXURE-15.2

The Branch Manager/Asst. General Manager     Date :________________________
State Bank of India,

---------------------------------------------
(Submitted through--------------------------------)

APPLICATION FOR GRANT OF ADVANCE FARE
FOR LEAVE FARE CONCESSION

I have been granted leave for .............. days from ............... to as per your
Memorandum No. .................................of ......................

I intend to visit ......................................................... for rest and recuperation, which is my
place of domicile and which is ........... kilometres from my place of duty. (N.B. In case
of travel other than to the Place of domicile in India, payment is restricted to a
journey of 1,750/3,500 kilometres in each direction)

I detail hereunder the names of my family members (i.e., wife, children and parents)
who are wholly dependent on me and will accompany me to the abovementioned
place. The actual cost of the fares is also detailed.

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Relationship</th>
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</table>

On my return journey I shall be accompanied by the same members of my family,
and in case of any change I shall advise the Bank.

I undertake to produce the tickets/cash receipts and to submit my bills for the
concession, in terms of the rules in force, within 15 days of the resumption of my
duties. In the event of my failure to submit the bill the amount of advance may be
recovered from my salary and allowances.

I declare that the above information is correct.

Please make necessary arrangements for advance payment of the cost of fares.

The total amount of advance required Rs..........................

Remarks if any.  Signature : ________________________

Service ............................................... Full Name : ________________________
Date when leave fare concession was last availed of..............
Department ...........................................

Branch : ________________________

I also certify that my parent(s) is/are wholly dependent on me and he/she/they
has/have no independent source of income. Their income is not more than Rs. 2550/-
Shri/Smt./Kum. ......................................................... has been granted ................. days leave from ....................... to ....................... and his/her place of domicile is ......................................................... He/She has not availed of leave fare concession during the current biennial/quadrennial period.

............................................................
Branch Manager/Head of Department

Note of instructions for guidance of Staff availing of Leave Fare Concession

1. Please ensure that all columns in the forms are properly completed.

2. Employees should furnish details of family members (viz. wife, children, parents and brother/sister ordinarily residing with and wholly dependant on them) in respect of whom travelling expenses are claimed.

3. Female employees, while claiming benefits under this facility can include their husbands, even though the latter may be gainfully employed elsewhere, provided the husband's employers do not provide similar facility, even if it is less liberal. For this purpose the name of the husband's employers should always be indicated on the form.

4. In case of employees whose brother or brothers and/or unmarried sister(s) are employees of the Bank and are serving at different branches and whose parents are dependent on them, only one of the employees concerned will be entitled to the benefits of leave fare concession in respect of the dependant parents.

5. All claims should invariably be supported by Cash Receipts/Railway/Bus tickets. When receipts are not produced, the employees should give sufficient, and cogent reasons therefor. Claims without sufficient proof of journey are liable to be rejected.

6. In case of travel to the place of domicile the employees should travel by the direct or regular route and not by circuitous route. Where, however, more than one direct or regular route is available, the employee will have option to travel by any one of these routes and will be paid accordingly. While proceeding to a place (and Not number of places for sight-seeing and pilgrimage purposes), for rest and recuperation other than his/her place of domicile, an employee may travel by any route at his/her option subject to the limit of the distance and not necessarily by most direct route. In this connection please refer Staff Circular No. 170 of 1982.

7. Employee should submit his/her bill for leave fare concession within 15 days of resumption of his/her duties. In the event of his/her failure to submit the bill, the amount of advance, if any, will be recovered from his/her salary and allowances.
ANNEXURE-15.3

STATE BANK OF INDIA
LEAVE FARE CONCESSION BILL

1. Name : ............................................................................................

2. Designation : ....................................................................................

3. Department/Branch : ...........................................................................

4. Date of joining & length of service : .................................................

5. Date when Leave Fare Concession was last availed of : ....................

6. Period of leave (mention the dates) : .................................................

7. Place of (a) domicile & (b) nearest railhead : .................................
   (a) ........................................................................ (b) ......................

8. (a) Place visited and (b) distance in kilometres from place of work :
   (a) ........................................................................ (b) ......................

9. The date and time of departure from the place of work
   Time ................. Date ........................................

10. The date and time of arrival at the place visited
    Time ................. Date ........................................

11. The date and time of departure from the place visited
    Time ................. Date ........................................

12. The date and time of arrival at the place of work
    Time ................. Date ........................................

13. Names, age and relationship of the members of my family who accompanied me to
    the abovementioned place

<table>
<thead>
<tr>
<th>Name</th>
<th>Age</th>
<th>Nature of Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Particulars of the Railways/Steamer/Bus tickets purchased for the onward and return journeys:

308
No. of From To Class tickets/ Date Cost of No. of Total Actual
Travel of money each tickets Amount Fare
receipt(s)

15. Amount of advance taken by me : on .................... Rs. ..................

Difference of amount payable me/reimbursable to me .................

Certified that the particulars mentioned above are correct and the amount claimed
was actually spent by me.

........................................
Signature of Employee

Also certified that the children and/or parents for whom the expenses have been
claimed are wholly dependent on me and that my parents have no independent
source of income*/their income is not more than Rs. 2550/-.

Also certified that the fares claimed by me for my dependent parents have not been
claimed by my brother(s) and/or sister(s) at other office(s)/branch(s) of the Bank.

........................................
Signature of Employee

Also certified that my husband, who is employed at
......................................................... is not in receipt of any leave fare concession
facility.

........................................
Signature of Employee

Certified that a suitable noting in respect of the employee's claim for the leave fare
concession has been made in his/her service record and leave record maintained at
the Department/Branch and that he/she has not so far availed of leave fare
concession during the current period. And also certified that the place visited by the
employee is his/her place of domicile as recorded in our books viz., (Name of the
place)..............................

........................................
[Signature of the Branch Manager
Head of the Department]
ENCASHMENT OF PRIVILEGE LEAVE

I shall be glad if you will please allow me to encash leave for one month/............. days and sanction payment of salary and allowances for which I am eligible.

I have been granted ............ months and ............. days of leave with effect from ................. with the facility of leave fare concession vide Local Head Office/Regional Office/Department/Branch letter No. ................... of .......................

My present monthly emoluments are as under :

P.
- Substantive Salary ...
- Acting Allowance (In the case of employees holding permanent posts) ...
- House Rent Allowance ...
- Dearness Allowance ...
- City Compensatory Allowance ...
- Adjusting Allowance ...
- Personal Allowance ...
- Other allowances (if any) ...
- Total ...

Certified that the last encashment of leave for one month/.............days was availed of by me in the year ....................

Yours faithfully,

( )

Recommended for sanction

............................... Branch/Department

Date :

(FOR OFFICIAL USE ONLY)

Privilege leave due as on 1.1.20 ................. months .................days. Ordinary leave for ................. month/ ................. days from ................. to ................. sanctioned.

Encashment of leave for one month/ ................. days sanctioned.

Branch Manager/Head of the Department

Calculation in order. Entered in the Service Sheet

Entered by
Sanctioned payment of Rs .................. (Rupees ..........................only) by debit to Branch Charges Account (Salaries and allowances). The amount should be classified under the appropriate heads in the analysis of Charges Account Register. Please deduct appropriate income tax.

Place :

Date : Branch Manager/Head of the Department
CHAPTER 16

MEDICAL AID AND EXPENSES

16.1 ELIGIBILITY

Medical facilities as detailed hereunder are available to the employee and his family.

16.1.1 Definition of family

a) ‘The expression ‘family’ of an employee shall mean the employee’s spouse, wholly dependent unmarried children (including step children and legally adopted children) as also parents ordinarily residing with and wholly dependent on the employee.

b) The term ‘parents’ shall include step mother wholly dependent on an employee, but shall not include step father. In respect of employee who has been adopted legally, the parents who adopt him/her become the legal parents for all intents and purposes.

c) The term ‘wholly dependent child/parent’ shall mean such members of the family having a monthly income not exceeding Rs. 2550/- p.m. If the income of one of the parents exceeds Rs.2550/- p.m. or aggregate income of both the parents exceed Rs. 2550/- p.m. both the parents shall not be considered as wholly dependent on the employee.

d) A married female employee may include her natural parents or parents-in-law under the definition of ‘family’ - but not both, provided that the parents/parents-in-law are ordinarily residing with and are wholly dependent on her and satisfy the income criteria as stated above. (a) If the parents / parents-in-law are living separately, she should establish to the satisfaction of the Bank that they are still dependent on her. (b) If she is the only earning member in the family. (c) If there are other members earning but they are married daughters, the Bank may consider on merits the claim of the employee for inclusion of parents.

Clarifications:

i) A female employee, whose husband is also an employee of the Bank will not be eligible to claim reimbursement of medical expenses in respect of her children, unless the children are dependent on her and not on her husband.

ii) An employee is eligible to claim reimbursement of medical expenses on account of spouse irrespective of income dependency. As such we may reimburse hospitalisation expenses within the ceiling laid down, provided no claim of the same bills has been received by the employee or the spouse.

iii) Where the employee's spouse is eligible for reimbursement of medical expenses from his / her employer, the claim will be reduced to the extent of his / her spouse's entitlement under his / her employer's dispensation.

iv) Where more than one brother/sister are working in the Bank, reimbursement of medical expenses in respect of dependent parent can be claimed by only that employee with whom the dependent parents ordinarily reside. Whenever such employees claim reimbursement of medical expenses incurred in respect of their
dependent parents, they should submit a suitable declaration along with their application for reimbursement of medical expenses as given below.

"I further certify that dependent parent(s), in respect of whom the reimbursement is being claimed, ordinarily reside(s) with me and my other brothers and sisters working in the bank have not claimed/are not claiming reimbursement of such expenses".

v) Where both Husband and Wife are working in the Bank

a) Where the husband is a member of the Supervising Staff and the wife is an award employee in the Bank, the wife may avail herself of medical facilities as per her entitlement as award employees and expenses incurred by her in excess of the amount to which she is entitled to as an award employee, may be claimed by the husband under his service rules i.e. 75% of the balance.

b) Where both husband and wife are members of the award staff it will be in order to reimburse the medical bills submitted by an employee, on account of treatment taken by his/her spouse, from the balance available in the employee's medical aid account, provided there is no balance in the medical aid account of the spouse.

The age of a family member will not be a factor to decide his/her dependence on the employee, unless it is specifically so provided.

16.1.2 Children/family staying separately

An employee who is posted to a difficult and inconvenient centre and who keeps his children for their education, outside the place of his posting, may be reimbursed with the medical expenses to the permissible extent for the treatment of his children in the usual manner. The principle equally applies in case of an employee who is staying alone at the place of his posting and his family members are not staying with him at the place of his posting for some convincing reasons.

16.1.3 Employees under suspension

A suspended employee may be allowed reimbursement of medical expenses pertaining to self or his family on the same terms and conditions as applicable to employees in active service.

16.1.4 New recruits

Expenses incurred by new recruits for medical examination at a time of recruitment in the Bank will be borne by the them. In case of new recruits, reimbursement of medical expenses upto full annual quota is allowed in the first year, irrespective of their joining the service in that year.

16.1.5 Part-time employees in subordinate cadre

Permanent Part-time employees drawing scale wages (since converted to full scale of wages) are eligible for medical benefits on the same scale as applicable to full-time employees in the subordinate cadre. They are also eligible for Improved Medical Aid facilities, provided they are not entitled to similar benefits in their other employment.

16.1.6 Ex-servicemen
The previous service in the army, in respect of ex-serviceman may be taken into account while considering their eligibility for higher medical aid from the year 1985.

16.1.7 Ceilings

In substitution of clause 17 of the bipartite settlement dated 27th March, 2000, with effect from 1st November, 2002, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of Rs.1500/- per annum.

NOTE:

a) On the 1st January every year the appropriate medical aid permissible will be credited to the medical aid account of the employee concerned. (SETTLEMENT DTD. 31.3.1967)

b) Maximum accumulation in Medical Aid Account

The amount of total expenses from January to December of each calendar year will be allowed to be accumulated so as not to exceed, at any time, 3 times the maximum permissible on annual basis.

c) A register as per pro forma given at Annexure 16.1 should be maintained for medical expenses in respect of each employee at the Branch/Office.

16.1.8 Authorised doctor

a) Authorised Doctors have been appointed at most of the offices of the Bank and are available to the employees for consultation. At centres where there is no authorised doctor, the Branch Manager should submit a recommendation for appointment of authorised doctor to the controlling authority setting out all relevant details, including the usual charges levied by the doctor. An employee claiming medical aid from the Bank shall ordinarily go to the authorised doctors for treatment. An employee is entitled to receive medical reimbursement for attendance and treatment by a medical practitioner other than the Bank’s Authorised Doctor -

i) only where there is no authorised doctor appointed by the Bank at that centre;

ii) the authorised doctor is not available;

iii) the authorised doctor recommends in writing that he should go to some other medical practitioner for treatment.

All bills from doctors other than Bank’s authorised doctor arising out of contingencies (ii) and (iii) above should in the first instance, be submitted to the Bank’s authorised doctor, for scrutiny and recommendations for payment. The employee should explain where necessary, the necessity or treatment by an outside doctor to the satisfaction of the authorised doctor and the Branch Manager. The authorised doctor should scrutinise the bills and if satisfied recommend the payment of the bill.

16.1.9 The family members of an employee may be permitted to take treatment from any qualified registered medical practitioner. It will be in order to reimburse the medical bills relating to the treatment of an employee’s family members by any qualified doctor, Vaidya (Ayurvedic), Hakim (Unani), Homoeopathic or Allopathic Doctor, if these bills are prima facie in order. However, where the amount claimed is considered unreasonable, the bills may be referred to the authorised doctor, where available, for his opinion.
16.1.10 Treatment under Ayurvedic / Homoeopathic / Siddha / Unani and Naturopathy systems of Medicine

16.1.10.1 The medical aid and reimbursement of expenses is permissible for medical treatment under Ayurvedic, Homoeopathy, Unani, Siddha and Naturopathy systems of medicine provided such treatment is taken in an institute of reputed/registered medical practitioner's clinic, subject to the overall limits under the Scheme i.e. 100% of the approved expenses for self and 75% in case of family, and the approval thereof is obtained from the Authorised/Approved Doctor/Medical Officer of the Bank or as deemed fit by the Bank. It should be ensured that the medicines are purchased only from the registered ayurvedic/unani/siddha chemists/Homoeopathic chemists/druggists of repute. In respect of treatment under naturopathy, expenses incurred thereon are reimbursable only if such treatment is taken under the supervision of an institute of repute/registered medical practitioner. (PER/IR/CIR/67 Dt.18.11.1995)

Clarification:

i) The word “Clinic” means confinement to bed and a nursing home or private hospital/hospital/institute of repute, and does not mean consultation room of the physician. These hospitals must be registered.

ii) The medicines should be purchased only from registered Ayurvedic/ Unani/ Homeopathy Chemist/druggist.

iii) In all cases i.e. treatment for specified serious diseases as well as for diseases/ailments other than specified serious diseases, hospitalization is must. (NBG:P&HRD:IR:8131 dt:24.12.2003).

16.1.10.2 Where the Bank's Medical officer expresses inability to countersign medical expenses relating to ayurvedic/homoeopathic, unani and siddha treatment, such bills may be passed for payment without any scrutiny by the Bank's authorised doctor, provided the bills are prima-facie in order i.e. where the doctors are registered medical practitioners and the medicines are purchased from registered shops of chemists and druggists of repute ayurvedic/homoeopathic/siddha/unani system of medicine.

16.1.10.3 In cases of doubt, however, Bank's authorised doctor may obtain opinions of the practitioners of the respective branches of medicine. Usually, no professional fees are charged when they are approached by the Bank's doctor. However, when they have charged fees for furnishing opinion, the same should be paid for scrutiny of such bills.

16.1.10.4 If the amount of medical bills in respect of ayurvedic/homoeopathic/siddha/unani treatment etc. is large and there is absence of an authoritative opinion from the Bank's Medical Officer/Authorised Doctor, such claims have generally to be accepted at their face value. Therefore, there is an imperative need to scrutinise such bills with more than ordinary care. (CDO/IR/5965 Dt.23.03.1995)

16.1.11 Submission of claims under yearly quota

Reimbursement of medical expenses of the workmen and his family will be made on the strength of his certificate of having incurred such expenses duly supported by a statement of account as per Annexure 16.2 for the amounts claimed. Having regard
to the difficulties faced by the employees in obtaining bills, vouchers, etc., especially when the amount involved small and the medicines are supplied by the attending physicians from their own dispensaries and the fact that the scrutiny of such bills involves unnecessary work at the branches, reimbursement of claims of medical expenses subject to the ceiling, may be made without production of bills/vouchers/prescriptions, based on the strength of their certificate, duly supported by a statement of account, as stated above, for the amounts claimed. (PER/IR/9970 Dt.15.03.1983, PER/IR/CIR/75 Dt.15.04.1985)

16.2 GENERAL INSTRUCTIONS

a) In view of the monetary limits fixed, the extent and nature of medical treatment have not been defined. Such facilities will not, however, include supply of dentures, spectacles, hearing and other aids. Expenses for normal delivery will not be reimbursable but if the delivery requires surgical interference, the charges etc. reimbursable for minor or major operations, as the case may be, will be reimbursed. If as a result of such operation there is hospitalization, the prescribed charges under the scheme would be payable. Medical expenses including pre-natal or post-natal treatment are not reimbursable except where a caesarean or forceps delivery has been ordered. It would not be necessary to exclude the normal delivery charges as well as pre-natal treatment given, if any, relating to caesarean operation or forceps delivery. However, before sanctioning the reimbursement, it is to be ensured that the claim is otherwise in order in all respects.

b) In case of injuries sustained in the course of duty, an employee shall be fully reimbursed the cost of medical treatment and/or hospitalisation, over and above his normal entitlement. He shall also be treated as on special leave for the period of his absence required for treatment. All such cases, however, need sanction of the Dy. General Manager. For detailed instructions refer to chapter on "Miscellaneous Instructions" of this Reference Book. (PER/IR/CIR/195 DT.05.11.1985)

c) Sportsmen employees

The expenses incurred in connection with the medical treatment given to the Bank's sportsmen employees for injuries sustained by them while playing for the Bank or while participating in tournaments representing the Bank may be paid by debit to Charges Account.

d) On transfer of an employee from one place to another, the balance of his medical entitlement to date will be transferred. Thereafter, on the 1st January of the following year, the appropriate medical aid permissible will be credited to his medical aid account at the Branch where he is working.

e) The fees incurred by employees for medical fitness tests at the time of promotion will be paid by the Bank by debit to Charges Account

f) The medical expenses incurred by members of the staff for fitness test in connection with extension of service are paid by the Bank by debit to "Charges Account".

g) Once in two years, watch and ward staff will be sent for medical check-up to the Bank's Medical Officer at Bank's cost.

h) Import of medicines from abroad

Under the import trade control rules, import of medicines, in case such medicines are not available in India, is permitted, provided the attending doctor certifies that such medicines are essential and are not available in India. In such cases, where the
medicine has been imported on completion of exchange control formalities, cost of imported medicines may be reimbursed. Also, import of certain drugs is permissible and these are sold over the counter. If the attending doctor prescribes such medicines and certifies that these are essential and not made in India, the cost of such medicines may be reimbursed.  
(PA/CIR/160 dt.31.10.1984)

i) Physically Handicapped employees

In the case of physically handicapped employees who are referred to Government Hospitals for estimating their disability for the purpose of granting them conveyance allowance, no fees are generally charged by Central Government Hospitals or Hospitals in Union Territories. However, where fees for this purpose are charged by State Govt. Hospitals, the same will be reimbursed to the employees without debiting their annual Medical quota.
16.3 IMPROVED MEDICAL FACILITIES

In addition to the above, the following further medical facilities will be available to the workmen staff and their family members.

A) Serious diseases

Reimbursement of expenses to a reasonable extent will be made for treatment of employees themselves in respect of the following diseases/accidents. However, in case of treatment of families reimbursement is made to the extent of 75%. The bills for treatment of the employee as well as family members will be paid by debit to Charges Account. (CDOI:R:CIR:S4: DT 18-12-2001)

(i) Tuberculosis
(ii) Cancer
(iii) Leprosy
(iv) Mental diseases
(v) Accidents of a serious nature
(vi) Cardiac ailment
(vii) Kidney ailments
(viii) Paralysis
(ix) Tumour
(x) Small Pox
(xi) Pleurisy
(xii) Diphtheria
(xiii) Cerebral Malaria
(xiv) Dog bite/Snake bite
(xv) Epilepsy if there is Status Epilepticus

Non-alcoholic Cirrhosis
of Liver
Haemophilia
Purpura
Thalassaemia
Typhoid with complications
like (a) Intestinal Perforation or intestinal obstruction
(b) Typhoid Psychosis or Brain damage
Parksinsons disease
Cerebral Palsy
AIDS

CLARIFICATIONS:

The undernoted diseases are covered under the list of existing serious diseases as under :-

Name of the disease Covered under existing serious diseases

i) Polio Paralysis
ii) All strokes leading to Paralysis Paralysis
iii) Haemorrhages caused by accidents Serious accidents
iv) HIP Replacement Serious accidents
v) Lithotripsy(Gall Bladder/Kidney stones) Kidney diseases
vi) Cost of limbs including replacements through surgery Serious accidents

The reimbursement of expenses of these diseases will be made accordingly.
B) 'Grand Mal' type of Epilepsy which causes convulsions of the body with or without unconsciousness will also be covered under the head "Epilepsy if there is Status Epilepticus" and reimbursement of expenses will be considered accordingly.

C) The undernoted types of investigations for which reimbursement will be available :-

i) **Investigations for Coronary Artery Disease (CAD)**

If such investigations are ordered by a Cardiologist based on a definite clinical and investigative evidence of heart disease the charges even if the result of the investigation is not positive, will be reimbursed.

ii) **Investigations to rule out Breast Cancer/Mammography/Biopsy**

The expenses incurred on the investigation will be reimbursed if ordered by a consultant surgeon based on adequate clinical evidence and certificate even though after investigation it is found that the patient is not suffering from Cancer.

iii) **Investigations for Gynaec Problems, Cervical, Cancer, Pap Smear**

The cost of such investigations will be reimbursed provided these are ordered by a consultant Gynaecologist based on clear clinical evidence and certificate even though after investigation it is found that the patient is not suffering from Cancer.

iv) The cost of kidney paid to the donor by the employee is not reimbursable. However, it would be in order to reimburse expenses incurred on hospitalisation of the donor irrespective of whether the kidney donor is the relative of the employee or an outsider.

v) Reimbursement of expenses in accordance with the schedule of reasonable charges of the centre is made from the Charges Account for the prolonged treatment with/without hospitalisation of employees themselves in respect of the 23 specified serious diseases referred in para 16.3(A) above.

In respect of these diseases reimbursement of medical expenses (for treatment with/without hospitalisation) for members of family of the staff will be made to the extent of 75% by debit to Charges Account.

vi) The ceilings on bed charges, ICU charges under Improved Medical Specified Serious Diseases) have been revised and will be reimbursed on the basis of actual charges as applicable to economy/lower class of bed in the hospital wherein treatment is being received or the undernoted charges whichever is lower:

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bed Charges</td>
<td>Rs. 600/- per day</td>
</tr>
<tr>
<td>ICU Charges</td>
<td>Rs. 1400/- per day</td>
</tr>
</tbody>
</table>

The revised ceiling shall be valid for a period of 5 years. These are indicative highest rates, and if any centre beds/ICU charges are lower, the local rates shall prevail.


vii) **Physiotherapy**

Reimbursement for physiotherapy ‘per se’ is not permissible. However, if it is taken as an essential part of treatment of ‘paralysis’ or ‘serious accident’ or any other specified serious disease, it maybe permitted for a reasonable period, depending
upon merits of each cases, provided it is advised by the specialist concerned who is treating the patient and if the actual treatment is given by a qualified physiotherapist. Reasonable charges of the same may be indicated by the Senior Medical Officer/Medical Officers at the LHO/Zos.

vii) **Use of Cypher Stent**

The workmen staff may be reimbursed the cost of medicated/cipher stent, on case to case basis, with the approval of Corporate Centre in following cases where restenosis involved/would involve high risk to the life of the patients:

a) Osteal/proximal LAD lesions
b) Stenosis of a Coronary Artery, which is giving collaterals to another blocked artery thus supplying large area of myocardium.
c) Stenting of restenotic lesions after previous angioplasty.


viii) In case of injuries sustained in an accident, if any amount has been received by an employee or is due to be received by him under the Personal Accident Policy or under any claim in respect of an accident or through any other source, the benefits admissible under the Improved Medical Aid Scheme should be reduced by the amount so received or due. Accordingly, a certificate to this effect be also obtained on the medical bills submitted by the employee confirming that the amount claimed was actually incurred by him and that he has neither received nor is he entitled to any reimbursement or contribution towards such expenses through any source as referred to above.

(ix) **Outstation Treatment (Specified Serious Diseases)**

(a) Employees and their families may take treatment at a place outside their headquarter where the specialised treatment in a hospital is available for the specified serious diseases. This should be on the basis of a certificate from the attending physician/ registered medical practitioner (MBBS or above) indicating reasons and justification for which treatment outside the headquarter is being recommended. The employee, before proceeding to take the treatment, should submit an application to the controller indicating reasons and justifications for outstation treatment supported by a copy of certificate from attending physician as above.

(b) The reimbursement of medical expenses would be on the basis of rates approved for the Circle/centre where the employee/his family takes the treatment. It is, therefore, extremely essential that all Circles finalise their schedule of reasonable charges for specified serious diseases.

(c) The Bank’s Medical Officer's comments/recommendations should be obtained on the bills/claims when submitted to the Bank by the employee for reimbursement and based on the employee's application and certificate referred to in (i) above, the sanctioning authority will take the decision.

(d) The official processing the bill must provide a copy of the schedule of charges of the centre where the treatment is taken under the above scheme before putting up for sanction by the competent authority.
(e) Sanctioning authority should ensure that the amount reimbursed is strictly in accordance with the schedule of reasonable charges of the centre where treatment is taken and no deviation is permitted.

(f) The employee shall not be entitled to travelling/halting expenses on account of the treatment taken outside the head quarters.

(g) It is clarified that if an employee avails treatment in the class/category of beds/rooms above his eligibility, the Bank shall not reimburse the expenses more than the eligibility as per rules.

As regards advance against medical expenses, Circles may follow the instructions contained in Corporate Centre Circular No.NBG/P&HRD/IR/SPL/175 dated 19th July 2003.

The above instructions are also applicable, mutatis-mutandis, in the case of treatment under hospitalisation scheme for members of award staff.
16.4 HOSPITALISATION SCHEME

16.4.1 Modifications to the schedule of charges reimbursable clause 9.3 (b) of the Bipartite Agreement of 31.3.1967.

The schedule of charges reimbursable under clause 9.3 (6) of the Bipartite Settlement dated 31.3.1967 has been revised as given in Annexures to this chapter in terms of the eighth bipartite settlement dated the 2nd June, 2005.

16.4.2 Prior permission from Authorised Doctor/Asst. Gen. Manager

Members of staff should, except in emergent cases, consult the Bank’s Authorised Doctor/Medical Officer before getting themselves or their family members admitted in the hospital/nursing home. Where such prior consultation is not possible, in emergent cases, the authorised doctor/medical officer should be informed as soon as possible after the patient has been admitted in the hospital/nursing home, and his post-facto permission obtained. This will also facilitate the passing of bills connected with such hospitalisation and thereby avoid inconvenience / delay to the concerned officers/employees.

16.5 COMPENSATION RECEIVED FROM INSURANCE COMPANIES/OTHER AGENCIES

PER:IR:CIR:191 DTD. 2.11.1985)

The amount of reimbursement payable to an employee under the Improved Medical Aid Scheme should be reduced by the amount, if any, received by him or is due to be received by him under a Personal Accident Policy or under any claim in respect of an accident or from any other source. Accordingly, a certificate to this effect should be obtained on the medical bills, submitted by the employee confirming that the amount claimed was actually incurred by him and that he has not received nor is he entitled to any reimbursement or contribution towards such expenses from any such source.

16.6 RECOVERY OF INCOME TAX AT SOURCE

1. A separate register should be maintained to record the reimbursement of medical expenses for each employee and entries should be made in this register whenever an employee’s claim is passed.

2. The Central Board of Direct Taxes have vide their circular No. 747 dated the 2nd December 1996 advised as under :-

"Para 5(12)

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Under Section 17 of the Act, exemption from tax will also be available in respect of :-

(a) the value of any medical treatment provided to an employee or any member of his family, in any hospital maintained by the employer,

(b) any sum paid by the employer in respect of any expenditure actually incurred by the employee on his medical treatment or of any member of his family :
in any hospital maintained by the Government or any local authority or any other hospital approved by the Government for the purposes of medical treatment of its employees.

(ii) in respect of the prescribed diseases or ailments in any hospital approved by the Chief Commissioner having regard to the prescribed guidelines:

Provided that, in a case falling in sub-clause (ii), the employee shall attach with his return of income a certificate from the hospital specifying the disease or ailment for which medical treatment was required and the receipt for the amount paid to the hospital.

(c) premium paid by the employer in respect of medical insurance taken for his employees (under any scheme approved by the Central Government) or reimbursement of insurance premium to the employees who take medical insurance for themselves or for their family members (under any scheme approved by the Central Government);

(d) Reimbursement, by the employer, of the amount spent by an employee in obtaining medical treatment for himself or any member of his family from any doctor, not exceeding in the aggregate Rs.15,000 in a year.

(e) As regards medical treatment abroad, the actual expenditure on stay and treatment abroad of the employee or any member of his family, or, on stay abroad of one attendant who accompanies the patient, in connection with such treatment, will be excluded from perquisites to the extent permitted by the Reserve Bank of India. As regards the expenditure incurred on travel abroad by the patient/attendant, it shall be excluded from perquisites only if the employee's gross total income, as computed before including the said expenditure, does not exceed Rs.2 lakhs.

3. The amount of medical expenses reimbursed in respect of the employee and the family members should be shown separately in the register maintained by each office. When an employee is transferred to another branch/office, the total amount of medical expenses reimbursed to him and the members of his family during the financial year should be advised by a letter to that branch/office.

16.7 General

16.7.1 Bills for treatment by persons who have no degree from recognised medical college are not reimbursable.

16.7.2 The bills submitted from Bone Setters, Massagists, etc. are not reimbursable. Similarly expenses incurred for treatment by accupuncture are not reimbursable.

16.7.3 Routine items sold across the counters.

Cost of routine items sold across the counters should not be reimbursed unless the claim is accompanied by the prescriptions and the item was essential for treatment.

16.7.4 Cost of food / food substitutes

Cost of food items is not reimbursable. Cost of vitamins and tonics is also not reimbursable. However, if these form a necessary part of treatment of any specific illness or disease or injury or form a necessary part of convalescence treatment they would continue to be payable as hitherto.
16.7.5 In view of the widespread use of disposable syringes because of the safety from infection due to improper sterilisation as also in the context of fears for contacting AIDS virus, disposable syringes have become essential part of the treatment, whenever injections are required to be given. It would, be in order to consider reimbursement of cost of disposable syringes like other medicines. (PER/IR/4863 Dt.28.12.1993)

16.7.6 Plastic surgery and grafting

Cases where plastic surgery is required to repair or reconstruct a part of the body that has suffered an injury and is necessary as a part of the treatment of injury such hospitalisation expenses will be considered. Expenses incurred towards plastic surgery for the purpose of beautification or to correct some congenital defect should not be considered. Similarly, hospitalisation expenses incurred for grafting may be considered only if grafting is required for healing of a wound or burn injuries and not as a part of beautification.

16.7.7 Medical expenses for treatment of alcoholic cirrhosis of liver under hospitalisation scheme cannot be considered for reimbursement on the same logic as applicable to reimbursement of medical expenses for treatment of alcoholic cirrhosis of liver that a person who inflicts injury/damage to his own body by indulging in excessive drinking should not be encouraged to do so by way of financial assistance.

16.7.8 Radial Keratotomy(Myopia)

The facilities for "operative corrections" of high myopia have been established in some hospitals. Further as Radial Keratotomy is now an acceptable method for correction of high myopia and is no more considered as a cosmetic operation, the expenses incurred for treatment of high myopia by Radial Keratotomy in India may be reimbursed. For this purpose, the schedule of charges as applicable at the All India Institute of Medical Science, New Delhi may be adopted. (CDO/IR/CIR/14Dt.23.05.2001)

16.7.9 Medical treatment at Nepal

In case of employees who are Nepalis by birth or domiciled in Nepal and whose family members continue to stay at their place of domicile, it would be in order to consider such medical expenses for reimbursement within the eligibility.

16.8 Submission, Scrutiny And Payment Of Bills

16.8.1 Time limit for submitting claims

All workmen shall submit claims for medical aid, within 6 weeks of incurring the expenses, or of the workman's return to duty after sickness, whichever is later. The payment will be made within 4 weeks from submission of the bill by the workman as per his entitlement, if otherwise in order. The Bank may, in special circumstances, permit the employees to claim reimbursement in the following year for medical expenses incurred by them during the previous year, irrespective of whether or not the previous year's balance is sufficient to meet the bills. Expenses incurred in a particular year should, in no circumstances, be paid beyond the period of the following year.

16.8.2 Scrutiny of bills
All the medical bills should be scrutinised carefully to ensure that they are strictly in accordance with the Bank’s instructions applicable in each case in terms of the prescribed scheme before payment. Before recommending/sanctioning the bills for payment it should be ascertained that the bills do not reveal any unusual feature and in case of doubt, the matter should be fully investigated and a reference made to the controlling authority for guidance. The following guidelines should be followed for scrutiny of medical bills.

i) It should be ascertained whether the treatment given by the authorised doctor was essential for the recovery or for the prevention of serious deterioration in the condition of the employee’s health and whether the charges are reasonable and in accordance with the arrangement made by him with the Bank. The charges for medicines, injections etc. should be reasonable and in keeping with current market rates. Cost of tonics prescribed as essential for treatment of the employee’s illness may be reimbursed. Food items are not reimbursable by the Bank.

ii) Where the medical bills include hospital expenses, diet charges should be excluded and a certificate to this effect incorporated in the bill.

iii) Whenever an employee claims reimbursement of medical expenses incurred in respect of his dependent family members, a certificate as under should be furnished by the employee in his reimbursement claim: “I certify that my parents/brother/sister etc. for whom I am claiming reimbursement of medical expenses as detailed above are dependent on me and their present monthly income is Rs.______.”. The employee should also countersign all medical bills (for self and family) in token of having undertaken treatment.

iv) All medical bills sanctioned/recommended for sanction should invariably contain a certificate that these have been scrutinized on the basis of instructions laid down from time to time.

Note: A checklist of submission and scrutiny of medical bills is given at Annexure 16.9.

16.8.3 Sanction of bills

i) All bills under the Hospitalisation Scheme for treatment of serious diseases should be submitted to the controlling authority for sanction by the appropriate authority.

ii) Reimbursement will be made to the extent of 75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item in Annexure 16.3, whichever is lower.

iii) The sanctioning authority will have the discretion to refuse payment of bills in cases where he is not satisfied about the genuineness of the bills.

iv) If any amount has been received by an employee or is due to be received by him under a Personal Accident Policy or under any claim in respect of an accident or from any other source, the benefits admissible under the Improved Medical Aid Scheme should be reduced by the amount so received or due. Accordingly a certificate to this effect should be obtained on the medical bills submitted by the employee confirming that the amount claimed was actually incurred by him and that he has not received nor is he entitled to any reimbursement or contribution towards such expenses from any such source.
v) A monthly statement of the bills sanction should be submitted to the controlling authority. Further a quarterly statement as per Proforma in Annexure 16.8 should be sent to Local Head Office in respect of all the bills sanctioned and a quarterly statement to the Corporate Centre.

16.9 Sanctioning authority

I) Hospitalisation Scheme - treatment for other ailments as per rules/rates prescribed under the Hospitalisation Scheme for employees themselves/their family members.

(a) (i) AGM’s of Regions in a Module Rs.10,000/-

(ii) AGM (OAD) at Local Head Office Rs.10,000/-

(b) (i) Dy. General Manager of Module Rs.20,000/-

(ii) Dy. General Manager and Circle Development Officer at LHO Rs.20,000/-

(iii) Dy. General Managers of special branches in Circles Rs.20,000/-

(c) (i) GM Full

II) Specified serious diseases with/without hospitalisation for member(s) of family of employee by debit to Charges Account.

(i) Asstt. General Managers of Regions in a Module / AGMs OAD at LHOs Rs.10,000/-

(ii) Dy. General Managers of Modules/ Dy. General Managers and Cir. Dev. Officer at LHO/Dy. General Managers of Special branches Rs.20,000/-

(iii) General Manager Full

IV) Treatment for specified serious diseases/under Hospitalisation Schemes where relaxation in rates/ceilings/percentage is involved.

(i) Chief General Manager of the Circle CGM (HR) at Corporate Centre Rs.25,000/-

(ii) Dy. Managing Director and Corporate Development Officer and Managing Director and Group Executive (National Banking Group) Full

*Proposals exceeding Rs.25,000/- will require administrative clearance from Corporate Centre with a view to maintaining uniformity in sanction of medical bills.
16.10 ADVANCE AGAINST MEDICAL BILLS

16.10.1 Sanction authority

The powers to sanction advance against medical treatments are delegated as under

i) The Dy. General Manager of Modules/Main Branches

ii) The DGM & CDO at Local Head Office for staff posted at LHO.

iii) The Chief General Manager (P&HRD) for Central Office Establishments.

They are authorised to consider requests for advance to meet the medical expenses on the following terms and conditions:

16.10.2 Terms and conditions for sanction of advance

i) The advance shall be restricted to the amount reimbursable under “Medical Benefit” as provided in the service rules/scheme.

ii) Necessary estimate for the expenditure from the concerned Hospital/Doctor is produced and this is found in order by the Bank’s Medical Officer/Authorised Doctor.

iii) The amount shall be disbursed directly to the hospital concerned by debit to Branch/Regional Office/Local Head Office suspense account against receipt. The hospital should be asked to send the bill directly to the Bank so that the amount advanced can be adjusted from the amount reimbursable. The employee/relative should ensure that the bill is submitted within a month of discharge of the employee/officer or his family members from the hospital.

iv) The expenditure involved should be outside the normal means of the officer/employee. Normally, cases of serious ailments involving high expenditure or prolonged treatment in hospital e.g. bypass surgery, major operations etc. should only be considered.

16.11 SUBMISSION OF FALSE CLAIMS

An employee making a false claim or furnishing any false information is guilty of misconduct and renders himself liable for disciplinary action and consequent punishment including dismissal.

16.12 AVOIDANCE OF DELAY IN REIMBURSING MEDICAL BILLS UNDER IMPROVED MEDICAL AID SCHEME

During the course of ‘Spot Audit’ by officials attached to Corporate Centre, it was observed that undue delay exists for processing and payment of bills under the Bank’s Medical Aid Scheme. Therefore it is essential to minimise the time lag for payment of bills submitted by the employees. The undernoted points should be borne in mind while processing, scrutiny and payment of bills in this regard:

(i) The medical bills should be forwarded to appropriate authority alongwith the details of expenses incurred on the prescribed format.
(ii) While scrutinising the bills, the Senior Medical Officer, / Bank’s Medical Officer should ensure that the basic information like the nature of disease / accident, treatment given, discharge summary and /or a certificate to this effect from the attending physician / surgeon is submitted.

(iii) Senior Medical Officer / Bank’s Medical Officer should clearly state on the admissibility and reasonableness of the charges claimed vis-à-vis the Schedule of reasonable charges. The items disallowed should be listed and forwarded duly signed by the Senior Medical Officer / Bank’s Medical Officer.

(iv) When the recommendations are forwarded to Zonal Office/Local Head Office/Corporate Centre, the original prescriptions, bills receipts etc. should be enclosed with the bill.

(v) Queries raised by sanctioning authority should be promptly and fully replied, piecemeal replies should be avoided.

16.13 SCRUTINY OF BILLS AND REFERENCE TO DIAGNOSTIC CENTRES BY MEDICAL OFFICERS

i) At centres where the Bank’s dispensaries manned by the Bank’s Medical Officer (Part-time or Full-time)

The Bank’s Medical Officers at such dispensaries can scrutinise the medical bills as also refer the cases to the diagnostic centres under tie-up arrangements.

ii) At centres where we have more than one Bank’s dispensary which are manned by the Bank’s medical officer(s) as also doctors on contract basis

The medical bills may be scrutinised by the Bank’s Medical Officers only. However, the Bank’s Medical Officer(s) as also the doctor(s) on contract basis may refer the cases to diagnostic centres.

iii) At centres where the Bank’s dispensaries are manned by Doctors on contract basis only

The scrutiny of medical bills upto Rs.5,000/- only be made by doctors on contract basis. The bills above Rs.5,000/- may be sent to Zonal/Regional Office for scrutiny by Medical Officer. The reference to diagnostic centres may be made by doctors on contract basis at such centres.

iv) At centres where the Bank’s dispensaries are not established but the tie-up arrangements have been made with Diagnostic centres

The Bank’s authorised doctors can scrutinise the Medical Bills upto Rs.1000/- only. They can also refer the cases to diagnostic centres. The bills above Rs.1000/- may be sent to Zonal/Regional Office for scrutiny by Medical Officer.

v) At other centres where no dispensaries have been set-up nor any tie-up arrangements have been made with diagnostic centres

The authorised Doctors will scrutinise the bills upto Rs.1000/- only. The bills above Rs.1000/- may be sent to Zonal/Regional Office for scrutiny by Medical Officer. As such centres, the question of referring the cases to Diagnostic centres would not arise. (CDO/IR/CIR/57 Dt.02.02.1996 & CDO/IR/CIR/52 Dt. 05.08.2002)
16.14 ALCOHOLIC CIRRHOSIS OF LIVER

Reimbursement of medical expenses for treatment of Alcoholic Cirrhosis of Liver cannot be considered on the same logic as applicable to reimbursement of medical expenses to an employee who inflicts damage to his own body by indulging in excessive drinking which should not be encouraged by way of financial assistance.
### ANNEXURE-16.1

**MEDICAL REGISTER**

Name of Employee: ..............................................................................................................................

Designation: ............................................................................................................................

Date of Appointment: ......................................................................................................................

#### STATEMENT OF ACCOUNT

<table>
<thead>
<tr>
<th>Date</th>
<th>Dr.</th>
<th>Cr.</th>
<th>Balance</th>
<th>Period of Illness</th>
<th>Nature of Disease</th>
<th>Bank's Authorised Doctor's Fees (Rs.)</th>
<th>Consultant's Fees If, any (Rs.)</th>
<th>Cost of Medicines, Injections etc. (Rs.)</th>
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<table>
<thead>
<tr>
<th>Cost of X-ray Lamination</th>
<th>Cost of Pathological Examination excluding diet expenses</th>
<th>Hospital Other Amount Amount Remarks</th>
<th>Initials of Branch Manager/ Manager (Acctt. &amp; Admn.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>11</td>
<td>12</td>
<td>13</td>
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</table>
To, ................................................................................
State Bank of India ................................................................
.......................................................................................... Date :
Dear Sir,

REIMBURSEMENT OF MEDICAL EXPENSES

I hereby declare that I have actually incurred a sum of Rs................... (Rupees ...................................................only) towards medical expenses in respect of myself/dependent members of my family, as per details given below:

(1) Name of the person for whom the treatment has been taken (in case of a dependent family member, his/her name, age and relationship with the employee also to be given) :

(2) Name of the doctor consulted :

(3) Nature of illness :

(4) Duration of treatment (with dates) :

(5) Professional Fees paid :

(6) Cost of medicines purchased :

(7) Total expenses incurred :

(8) A statement of account for the amount claimed is given below.

(9) I request that the above mentioned sum be reimbursed to me in terms of paragraph XII of the Bipartite Settlement dated the 17th September 1984.

(10) I, further certify that dependent parent(s), in respect of whom the reimbursement is being claimed ordinarily reside(s) with me and his/her/their present monthly income is Rs................................. My other brothers and sisters working in the Bank have not claimed/are not claiming reimbursement of such expenses.

Yours faithfully,

(Signature of the Employee)
Full Name :
Designation :

Department/Branch :

---------------------------------------------------------------STATEMENT OF ACCOUNT
---------------------------------------------------------------Sl.
Date of For SelfParticulars(Indicating expenses Amount Remarks
No expenditure or family relating to medicines/ pathological test/doctor’s fees, etc.,
separately against each date)

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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Total

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Signature

Name of Employee:
Branch/Department:
1. Hospitalisation expenses will be reimbursed to award staff to the extent of 100% in case of self and 75% 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 in sub-para (a). However, cases where the patient is admitted as an out-patient and discharged the same day after surgical procedures involving advanced techniques may also be considered for reimbursement of hospitalization expenses.

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

2. For the purpose of medical facilities:

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

   Notes:

   i) The term ‘wholly dependent child/parent, shall mean such relative having a monthly income not exceeding Rs.2,550/- p.m. If the income of one of the parents exceed Rs.2,550/- p.m. of the aggregate income of both the parents exceed Rs.2,550/- p.m., both the parents shall not be considered as wholly dependent on the employee.

   ii) A married female employee may include her natural parents or parents-in-law under the definition of family –but not both – provided that the parents and parents-in-law are ordinarily residing with and wholly dependent on her and satisfy the income criteria as stated above.

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

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

### 3.7 Physician’s and Consultant’s fees per visit :-

<table>
<thead>
<tr>
<th></th>
<th>75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All LHO Centres and Kanpur</td>
<td>Other places</td>
</tr>
<tr>
<td>Rs. per visit</td>
<td>Rs. per visit</td>
</tr>
<tr>
<td><strong>VISIT AT THE CHAMBER</strong></td>
<td></td>
</tr>
<tr>
<td>First Consultations</td>
<td>200/-</td>
</tr>
<tr>
<td>Subsequent Consultations</td>
<td>75/-</td>
</tr>
<tr>
<td><strong>VISIT AT RESIDENCE</strong></td>
<td></td>
</tr>
<tr>
<td>In case of emergency leading to Hospitalisation</td>
<td>300/-</td>
</tr>
<tr>
<td>Second Consultation</td>
<td>225/-</td>
</tr>
<tr>
<td>Subsequent Consultation</td>
<td>150/-</td>
</tr>
<tr>
<td><strong>VISIT MADE BY SPECIALIST AT THE HOSPITAL: SPECIAL VISIT</strong></td>
<td></td>
</tr>
<tr>
<td>During the day time</td>
<td>125/-</td>
</tr>
<tr>
<td>During the night time</td>
<td>300/-</td>
</tr>
<tr>
<td>Routine visit</td>
<td>125/-</td>
</tr>
</tbody>
</table>

4. The workmen or members of the families (as the case may be) are expected to secure admission in a Government/Municipal Hospital or any ‘private’ hospital (i.e., hospitals under the management of a trust, Charitable Institution or a religious mission). The reimbursement will be restricted to the percentage applicable to the workmen/ dependent family member, i.e., 100% or 75% of the charges applicable to the lowest paying bed in such hospitals according to hospital rules or the maximum amounts mentioned above, Whichever is lower.

5. Normally, the workmen and members of family should avail of services of hospital as mentioned in paragraph 4 above. However, if he feels, that it is unavoidable to seek services of a private nursing home/hospital, he can do so in one of the hospitals nursing homes, approved by the Bank. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital as mentioned in paragraph 4 above.
6. (i) Medical expenses including diagnostic charges incurred within 30 days of prehospitalisation period on medical advice, on account of the ailment/disease for which the person was hospitalized, will be considered as hospitalization expenses for the purpose of reimbursement. Cost of post-hospitalisation domiciliary treatment will be reimbursed up to 4 to 6 weeks or as specified by the hospital authorities in each case whichever is less. Extreme cases of hardship involving prolonged domiciliary treatment on the advice of the attending hospital surgeon/physician may be referred to Corporate Centre for consideration through proper channel.

(ii) Medical expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the attending physician or Bank’s Medical Officer shall be deemed as hospitalization expenses and reimbursed to the extent of 100% in case of workman and 75% in case of his family members. 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 in the prescription for the purpose of reimbursement it shall be valid for a period not exceeding 90 days:

- Diabetes, Hepatitis-B, Hepatitis-C, Haemophilia, Myastheniagravis, Wilson’s disease, Ulcerative Colitis, Epidermolysis bullosa, Venous Thrombosis (not caused by smoking), Aplastic Anaemia, Psoriasis and Third Degree Burns.

(iii) The charges for special nurse will be reimburmed at 100% or 75% as the case may be, of the actual amount incurred subject to a maximum limit of Rs.120/- per shift at all LHO centres and Kanpur and Rs.72/- per shift for other places when the services of such special nurse are considered essential by the Medical Superintendent of Hospital/Nursing Home.

7. Nursing Charges, if any, charged by hospital authorities in respect of days spent in ICU/CCU/neo-natal nursery may be reimbursed on the basis of certificate issued by hospital authorities and in consultation with Bank’s Medical Officer. Reimbursement in such cases shall be 100% for workmen and 75% for family members of the actual charges.

8. Charges reimbursable for maternity will be as follows:

(i) Expenses for normal delivery will not be reimbursable but if the delivery requires surgical interference, the charges etc. reimbursable for minor or major operations, as the case may be, will be reimbursed. If as a result of such operation there is hospitalisation, the prescribed charges under the scheme would be payable. Medical expenses including pre-natal or post-natal treatment are not reimbursable except where a caesarean or forceps delivery has been ordered. It would not be necessary to exclude the normal delivery charges as well as pre-natal treatment given, if any, relating to a caesarean operation or forceps delivery. However before sanctioning the reimbursement it is to be ensured that the claim is otherwise in order in all respects.

(ii) ‘Vacuum extraction’ is equivalent to Forceps extraction, if it is done for mid cavity (not for ‘low level’) under atleast local anaesthesia for the same indications as for Forceps delivery. Claims for reimbursement of expense for ‘FT Vacuum’ delivery may, therefore, be reimbursed on ther usual scale, if the aforesaid conditions are fulfilled (to be certified so by the attending Doctor/Hospital) on the same basis as for forceps delivery. (reference letter no. PA/CIR/73 dated the 27th November 1986).

(iii) Physician’s visit fees and other admissible charges in all cases of delivery involving surgical interference will be reimbursed as per schedule of hospitalisation expenses.
iv) Reimbursement of incubator charges will be considered if specifically advised by the Paediatrician concerned.

Note:

i) Reimbursement of medical expenses as per schedule of hospitalisation expenses may be made in respect of ‘incomplete abortion’ or ‘abortion and evacuation’ operation in the case of a lady award staff member or a workman’s wife.

ii) “Episiotomy” is not a surgical interference but is a part of ‘normal delivery’ procedure.

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. Charges incurred for replacement of certain original parts of the body such as limbs and valves etc. will be paid when these form a part of the treatment. In this connection, the cost of intra-ocular lenses may also be reimbursed up to a maximum ceiling of Rs.3,000/- for each lens or the prescribed percentage of the actual expenses incurred, whichever is lower, provided it forms a part of the surgery/operation and the attending surgeon has certified that implantation of the lens was essential by way of treatment.

11. Ambulance Charges

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

Where conveyance by mode other than ambulance is engaged, the charges shall be reimbursed subject to the maximum as under:

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

b) Reimbursement of expenses on ambulance or public taxi/autorickshaw are admissible within the municipal limit/urban agglomeration/nearest hospital.

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

ii) Reimbursement of ambulance charges/taxi charges for shifting the patient from one centre to another will be considered on the following conditions:

If the patient is to be removed to another place other than the centre where the employee has been posted, the attending consultant should recommend accordingly certifying that the treatment is not available at the place of duty and the
patient is required to be shifted to another city/town to save his life. If the patient is shifted by the ambulance of the hospital, the charges will be reimbursed in full. If the attending consultant certifies that the patient is not in a position to move and if it is a case of emergency with a view to saving his life, taxi charges actually incurred will be reimbursed.

12. Package Charges

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

Liver Transplant Rs.2,00,000/-

These package charges generally including all charges pertaining to a particular treatment/procedure including admission charges, accommodation charges, ICU/ICCU charges, monitoring charges, operation charges, anesthesia charges, operation theater charges, procedural charges/ Surgeon’s fee. Cost of disposables, cost of consumables like catheters, guides wires, etc., surgical charges and cost of medicines used during hospitalization, related routine investigations, physiotherapy charges etc. Liver transplant charges are not reimburseable in cases where damage to the liver has been caused by alcoholism.

13. Banks will have discretion to refuse payment of bills in cases where they are not satisfied about genuineness of the bills.

14. Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad:

The procedure to be followed in respect of reimbursement of expenses incurred by the workmen and their families on treatment abroad shall be as laid down in Annexure-III hereto.
**ANNEXURE-16.4**

**IMPROVED MEDICAL FACILITIES : HOSPITALISATION SCHEME**

Schedule of reimbursement of charges incurred by workmen for pathological tests and investigations

<table>
<thead>
<tr>
<th>NAME OF THE PROCEDURE</th>
<th>75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>CLINICAL PATHOLOGY</td>
</tr>
<tr>
<td><strong>URINE EXAMINATION</strong></td>
<td></td>
</tr>
<tr>
<td>Urine Routine</td>
<td>40</td>
</tr>
<tr>
<td>Urine for Albumin</td>
<td>40</td>
</tr>
<tr>
<td>Urine for 17 Kestosteroids</td>
<td>360</td>
</tr>
<tr>
<td>Urine Culture</td>
<td>115</td>
</tr>
<tr>
<td>Urine for column Count Test</td>
<td>115</td>
</tr>
<tr>
<td>Sensitivity Test</td>
<td>150</td>
</tr>
<tr>
<td>Urine for Acid fast Bacilli (T.B. Culture)</td>
<td>105</td>
</tr>
<tr>
<td>Urine Bile Pigment and Salt</td>
<td>40</td>
</tr>
<tr>
<td>Urine Urobilinogen</td>
<td>40</td>
</tr>
<tr>
<td>Urine Occult Blood</td>
<td>40</td>
</tr>
<tr>
<td>Urine Total Proteins</td>
<td>80</td>
</tr>
<tr>
<td>Urine Sodium</td>
<td>80</td>
</tr>
<tr>
<td>Urine Chloride</td>
<td>80</td>
</tr>
<tr>
<td>Bense Jones Protein</td>
<td>50</td>
</tr>
<tr>
<td><strong>STOOL EXAMINATION</strong></td>
<td></td>
</tr>
<tr>
<td>Stool Routine</td>
<td>40</td>
</tr>
<tr>
<td>Stoll Occult Blood</td>
<td>40</td>
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<tr>
<td><strong>HAEMATOLOGY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EXAMINATION OF BLOOD</strong></td>
<td></td>
</tr>
<tr>
<td>Blood count with Indices (Hb, TLC, DLC)</td>
<td>70</td>
</tr>
<tr>
<td>Blood count without Indices(Hb, TLC, DLC)</td>
<td>65</td>
</tr>
<tr>
<td>R.B.C. &amp; Hb with Indices</td>
<td>70</td>
</tr>
<tr>
<td>R.B.C. &amp; Hb without indices</td>
<td>55</td>
</tr>
<tr>
<td>Total W.B.C. &amp; Differential count (TC/DC)</td>
<td>55</td>
</tr>
<tr>
<td>Blood smears for Parasites (M.P. etc.)</td>
<td>40</td>
</tr>
<tr>
<td>Peripheral smear examination</td>
<td>45</td>
</tr>
<tr>
<td>Blood for Microfilaria</td>
<td>100</td>
</tr>
<tr>
<td>Platelet Count</td>
<td>70</td>
</tr>
<tr>
<td>Bleeding &amp; Coagulation Time (BT, CT)</td>
<td>65</td>
</tr>
<tr>
<td>Clot Retraction Time</td>
<td>65</td>
</tr>
<tr>
<td>Prothrombin Time</td>
<td>75</td>
</tr>
<tr>
<td>Erythrocytes Sedimentation rate(Westergren's method)</td>
<td>30</td>
</tr>
<tr>
<td>Sedimentation Rate (Both methods) E.S.R.</td>
<td>30</td>
</tr>
<tr>
<td>Hb, TLC, DLC, ESR</td>
<td>85</td>
</tr>
<tr>
<td>Blood Culture</td>
<td>160</td>
</tr>
<tr>
<td>Test Description</td>
<td>Fee</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Clot Culture</td>
<td>160</td>
</tr>
<tr>
<td>Glucose Phosphate Dehydrogenase (G &amp; PD)</td>
<td>150</td>
</tr>
<tr>
<td>Reticulocyte Count</td>
<td>45</td>
</tr>
<tr>
<td>Absolute Eosinophil Count</td>
<td>40</td>
</tr>
<tr>
<td>Packed Cell Volume (PCV)</td>
<td>40</td>
</tr>
<tr>
<td>R.B.C. Fragility Test</td>
<td>70</td>
</tr>
<tr>
<td>L.E. Cell</td>
<td>95</td>
</tr>
<tr>
<td>Haemogram</td>
<td>85</td>
</tr>
<tr>
<td>Bone Marrow Smear Examination</td>
<td>205</td>
</tr>
<tr>
<td>Partial Thromboplastin</td>
<td>135</td>
</tr>
</tbody>
</table>

**NAME OF THE PROCEDURE**

75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower.

<table>
<thead>
<tr>
<th>Description</th>
<th>Ceiling</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TEST FOR BLOOD TRANSFUSION</strong></td>
<td></td>
</tr>
<tr>
<td>Coomb's Test Direct (for coating antibodies)</td>
<td>150</td>
</tr>
<tr>
<td>Coomb's Test (for complete and incomplete indirect antibodies)</td>
<td>200</td>
</tr>
<tr>
<td>Blood Grouping &amp; Rh Factor only (Not for matching) for non-maternity cases</td>
<td>65</td>
</tr>
<tr>
<td>Blood Transfusion per bottle and donor's Fees (including Pathologist's Attendance &amp; Cross matching)</td>
<td>360</td>
</tr>
<tr>
<td>Packed Cell Preparation</td>
<td>255</td>
</tr>
</tbody>
</table>

**BIOCHEMISTRY**

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blood Urea/ Calcium/ Phosphorus/ Phosphatase/ Sodium/ Potassium each</td>
<td>100</td>
</tr>
<tr>
<td>Blood Urea Nitrogen</td>
<td>100</td>
</tr>
<tr>
<td>Urea Clearance test</td>
<td>170</td>
</tr>
<tr>
<td>Creatinine clearance test</td>
<td>170</td>
</tr>
<tr>
<td>Serum Proteins or Plasma proteins</td>
<td>100</td>
</tr>
<tr>
<td>Serum Proteins Electrophoresis</td>
<td>200</td>
</tr>
<tr>
<td>Blood for fibrinogen</td>
<td>110</td>
</tr>
<tr>
<td>Blood for Creatinine</td>
<td>75</td>
</tr>
<tr>
<td>Blood Uric Acid</td>
<td>100</td>
</tr>
<tr>
<td>Blood sugar curve (Glucose Tolerance Test) G.T.C. or G.T.T.</td>
<td>280</td>
</tr>
<tr>
<td>CO2 Combining Power of Plasma</td>
<td>130</td>
</tr>
<tr>
<td>Blood Cholesterol</td>
<td>75</td>
</tr>
<tr>
<td>Blood protein Bound Iodine (P.B.I.)</td>
<td>300</td>
</tr>
<tr>
<td>Blood Chlorides (S.C.I.)</td>
<td>100</td>
</tr>
<tr>
<td>Serum Sodium (S. Na)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Potassium (S.K.)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Iron (S.Fe)</td>
<td>130</td>
</tr>
<tr>
<td>Serum Iron Studies</td>
<td>220</td>
</tr>
<tr>
<td>Serum Calcium (S.Ca)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Phosphorous (S.P.)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Alkaline Phosphatase</td>
<td>75</td>
</tr>
<tr>
<td>Test Description</td>
<td>Value</td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Serum Acid Phophatase</td>
<td>135</td>
</tr>
<tr>
<td>Serum Glutamic Oxalic Transaminase (SG OT)</td>
<td>75</td>
</tr>
<tr>
<td>Serum Lipase</td>
<td>130</td>
</tr>
<tr>
<td>Serum Glutamic Pyruvic Transaminase (SG PT)</td>
<td>75</td>
</tr>
<tr>
<td>Serum Amylase</td>
<td>195</td>
</tr>
<tr>
<td>C.P.K.</td>
<td>315</td>
</tr>
<tr>
<td>Glucose 6 Phosphate Dehydrogenase</td>
<td>170</td>
</tr>
<tr>
<td>Serum Lactic Dehydrogenase (LDH)</td>
<td>145</td>
</tr>
<tr>
<td>Serum Lactic Dehydrogenase with isoenzyme</td>
<td>375</td>
</tr>
<tr>
<td>S M A 12-2 (14 Blood Chemistry)</td>
<td>625</td>
</tr>
</tbody>
</table>

* For indoor patients only

### HISTOPATHOLOGY EXAMINATION (BIOPSY TEST OR FROZEN SECTION)

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smear Analysis</td>
<td>60</td>
</tr>
<tr>
<td>Body Fluids –C.S.F./plural/Ascitic, etc.</td>
<td>60</td>
</tr>
<tr>
<td>Chemistry, Sugar, Protein etc.</td>
<td>170</td>
</tr>
<tr>
<td>Malignant Cells</td>
<td>135</td>
</tr>
</tbody>
</table>

### NAME OF THE PROCEDURE

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brucella Agglutination Test*</td>
<td>130</td>
</tr>
<tr>
<td>Cold Agglutination Test for virus pneumonia</td>
<td>130</td>
</tr>
<tr>
<td>Paul-Bunnel Test</td>
<td>150</td>
</tr>
<tr>
<td>C-Reactive proteins**</td>
<td>135</td>
</tr>
<tr>
<td>Smear Gram-Strain Examination</td>
<td>50</td>
</tr>
<tr>
<td>Sputum Smear A.F.B. Stain</td>
<td>50</td>
</tr>
<tr>
<td>V.D.R.L</td>
<td>75</td>
</tr>
<tr>
<td>Widal Test</td>
<td>75</td>
</tr>
<tr>
<td>R.A. Test</td>
<td>100</td>
</tr>
<tr>
<td>Culture and Sensitivity (other specimens)</td>
<td>150</td>
</tr>
<tr>
<td>Vibro Cholera Culture</td>
<td>130</td>
</tr>
<tr>
<td>Conjunctival Swab for Microscopic and Culture Examination</td>
<td>140</td>
</tr>
<tr>
<td>Smear Examination for Micro Organism</td>
<td>95</td>
</tr>
<tr>
<td>Fluids or Exudates for Malignant Cells</td>
<td>140</td>
</tr>
</tbody>
</table>

* (For indoor patients only)

** (For Rheumatic disease to be reimbursed for hospitalised patients)

### X-RAY

<table>
<thead>
<tr>
<th>Test Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fluroscopy Chest</td>
<td>120</td>
</tr>
<tr>
<td>Abdomen AP Erect (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Abdomen Lateral View (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Abdomen for Pregnancy</td>
<td>135</td>
</tr>
<tr>
<td>Chest PA View (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Chest Oblique or Lateral (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Mastoids</td>
<td>135</td>
</tr>
<tr>
<td>Extremities, bones and Joints (One Film)</td>
<td>135</td>
</tr>
</tbody>
</table>

75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower.
<table>
<thead>
<tr>
<th>Procedure</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pelvis (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Paranasal Sinuses (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>T.M. Joints (One Film)</td>
<td>135</td>
</tr>
<tr>
<td>Abdomen &amp; Pelvis for K.U.B</td>
<td>225</td>
</tr>
<tr>
<td>Skull A.P. &amp; Lateral</td>
<td>225</td>
</tr>
<tr>
<td>Spine A.P. &amp; Lateral</td>
<td>225</td>
</tr>
<tr>
<td>Barium Swallow</td>
<td>525</td>
</tr>
<tr>
<td>Sinography/Sialography</td>
<td>600</td>
</tr>
<tr>
<td>Cystography/Urethrography</td>
<td>900</td>
</tr>
<tr>
<td>Arthrography</td>
<td>675</td>
</tr>
<tr>
<td>Retrograde pyelography</td>
<td>750</td>
</tr>
<tr>
<td>Oral or I.V. Cholecystography</td>
<td>750</td>
</tr>
<tr>
<td>Barium Enema</td>
<td>975</td>
</tr>
<tr>
<td>Barium Meal Upper or Lower</td>
<td>975</td>
</tr>
<tr>
<td>Bronchography</td>
<td>1050</td>
</tr>
<tr>
<td>I.V. Urography</td>
<td>1050</td>
</tr>
<tr>
<td>Myelography</td>
<td>1200</td>
</tr>
<tr>
<td>Pneumo Encephalography</td>
<td>900</td>
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<tr>
<td>Barium Meal Complete</td>
<td>1200</td>
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<tr>
<td>Cerebral/Femoral/Angiography</td>
<td>1425</td>
</tr>
<tr>
<td>CT Scan</td>
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<tr>
<td>CT Scan (with contrast)</td>
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<tr>
<td>MRI</td>
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<tr>
<td>MRI (with contrast)</td>
<td></td>
</tr>
<tr>
<td>SKIN</td>
<td></td>
</tr>
<tr>
<td>Tucerculin Test (Mantaux) T.T. or M.T.</td>
<td>105</td>
</tr>
<tr>
<td>Scraping for Fungus</td>
<td>55</td>
</tr>
<tr>
<td>Skin Clipping &amp; smear for leprosy</td>
<td>105</td>
</tr>
<tr>
<td>Nasal smear for leprosy</td>
<td>85</td>
</tr>
<tr>
<td>NAME OF THE PROCEDURE</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY</td>
<td></td>
</tr>
<tr>
<td>Electro Cardiogram (E.C.G.)</td>
<td>120</td>
</tr>
<tr>
<td>Indidual test</td>
<td>140</td>
</tr>
<tr>
<td>U.C.G. (phono – cardiography, Telemetry C, Cardiac Ex-test stress test)</td>
<td>690</td>
</tr>
<tr>
<td>Echo Cardiography</td>
<td>790</td>
</tr>
<tr>
<td>Cardiac Version</td>
<td>510</td>
</tr>
<tr>
<td>Ultra Sonography</td>
<td>395</td>
</tr>
<tr>
<td>US Guided Biopsy</td>
<td>530</td>
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<tr>
<td>LIVER FUNCTION TESTS</td>
<td></td>
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<tr>
<td>Thymol Turbidity Test</td>
<td>90</td>
</tr>
<tr>
<td>Cephalin Cholesterol Floculation Test</td>
<td>90</td>
</tr>
<tr>
<td>Vanden Berghn reaction &amp; Icterus Index (Quantitative)</td>
<td>150</td>
</tr>
<tr>
<td>Test</td>
<td>Charges</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Bilirubin</td>
<td></td>
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<tr>
<td>Takata Ara Reaction</td>
<td>100</td>
</tr>
<tr>
<td>Bromsulphalein Excretion Test (excluding Injection charges)</td>
<td>220</td>
</tr>
</tbody>
</table>

**PLEURAL AND PERICARDIAL AND ASCITIC FLUIDS**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pleural fluid for Routine Examination</td>
<td>140</td>
</tr>
<tr>
<td>Pleural fluid for cultural Pericardial and Ascitic fluids</td>
<td>140</td>
</tr>
</tbody>
</table>

**SPUTUM EXAMINATION**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sputum Routine</td>
<td>90</td>
</tr>
<tr>
<td>Sputum for acid fast bacilli only (Sputum AFB)</td>
<td>90</td>
</tr>
<tr>
<td>Sputum for culture (culture for TB)</td>
<td>140</td>
</tr>
<tr>
<td>C S F for Diptheria</td>
<td>125</td>
</tr>
<tr>
<td>Culture for Diptheria</td>
<td>105</td>
</tr>
</tbody>
</table>

**GASTRIC ANALYSIS**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gastric contents for Routine analysis (Gastric analysis or fractional Test Meal)</td>
<td>215</td>
</tr>
<tr>
<td>Sternal marrow Routine Cytology (Bone marrow)</td>
<td>285</td>
</tr>
<tr>
<td>Basal Metabolic Rate (BMR)</td>
<td>250</td>
</tr>
<tr>
<td>Lung function Test</td>
<td>250</td>
</tr>
</tbody>
</table>

**PSYCHIATRY TEST**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>E.C.T.</td>
<td>140</td>
</tr>
<tr>
<td>CO2</td>
<td>80</td>
</tr>
<tr>
<td>Psychology testing</td>
<td>140</td>
</tr>
</tbody>
</table>

**R I A:**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>T3</td>
<td></td>
</tr>
<tr>
<td>T4</td>
<td></td>
</tr>
<tr>
<td>TSH, LH, FSH, Prolactin (for each test)</td>
<td></td>
</tr>
<tr>
<td>Testosterone</td>
<td></td>
</tr>
<tr>
<td>Parathyroid</td>
<td></td>
</tr>
<tr>
<td>Estrogen (Total)</td>
<td></td>
</tr>
<tr>
<td>ACTH</td>
<td></td>
</tr>
<tr>
<td>HbsAg by RIA or EIA</td>
<td></td>
</tr>
</tbody>
</table>

**FOR SURGICAL INVESTIGATION & TREATMENT OF CANCER**

<table>
<thead>
<tr>
<th>Test</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scopies and Biopsies</td>
<td></td>
</tr>
<tr>
<td>Chemotherapy:</td>
<td></td>
</tr>
<tr>
<td>Single Drug Therapy per day</td>
<td></td>
</tr>
<tr>
<td>Multiple Drug Therapy per day</td>
<td></td>
</tr>
<tr>
<td>Infusional Chemotherapy</td>
<td></td>
</tr>
</tbody>
</table>

**OXYZEN CHARGES**

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

Upto 75% of the expenses actually incurred in respect of family members and upto 100% in respect of employees themselves.
**Annexure 16.5**

**OPERATION CHARGES**

<table>
<thead>
<tr>
<th>NAME OF THE PROCEDURE</th>
<th>75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs.</td>
</tr>
<tr>
<td>Special Operation</td>
<td></td>
</tr>
<tr>
<td>Operation Theatre Charges</td>
<td>3000/-</td>
</tr>
<tr>
<td>Anaesthetist Charges</td>
<td>3000/-</td>
</tr>
<tr>
<td>Surgeon Fees for Operation (including fees for Assistants)</td>
<td>10000/-</td>
</tr>
</tbody>
</table>

**Operation Theatre Charges**

<table>
<thead>
<tr>
<th>NAME OF THE PROCEDURE</th>
<th>75% of the amount actually incurred for members of the family and 100% of the amount actually incurred for workman himself or as mentioned against each item, whichever is lower</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs.</td>
</tr>
<tr>
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<tr>
<td>Operation Theatre Charges</td>
<td>3000/-</td>
</tr>
<tr>
<td>Anaesthetist Charges</td>
<td>3000/-</td>
</tr>
<tr>
<td>Surgeon Fees for Operation (including fees for Assistants)</td>
<td>10000/-</td>
</tr>
</tbody>
</table>

d) Expenses for dialysis, blood transfusion, Heart valve replacement, angiography, implanted items during surgery wherever they donot form part of package charges and pace-maker may be reimbursed at the rate of 75% for family members and 100% for workman himself at rates not exceeding the rates applicable to lowest paying beds of AIIMS, New Delhi.

Indicative list of Special, Major and Minor operations is appended below:

**Special Operations :-**
Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations and Kidney/Liver Transplantation Operation, Bone Marrow Transplant and Multiple fractures (Time taken is more than 3 hours).

**Major Operations :-**
Kidney Stone (including Lithotripsy), Prostate, Thyroid, Caesarean Delivery, Gastrectomy, Hysterectomy, Fractures, Amputations, S. P. Nailing, Discoidectomy, Retina Detachment, Liver & Gall Bladder, Plastic Surgery (not for beautification) Cataract (with IOL), Hernia subject to Bank's discretion (time taken approximately 1 to 3 hours).

**Minor Operations :-**
D&c, Fissure, Circumcision, Small Hydrocele, Dilatation, Vasectomy, Abscess, Bilat, Hydrocele, Appendix, Tubectomy, Piles, Fistula, Minor Operations of the Eye, Nose and Ear (Time taken approximately 60 minutes or less).

**Note :** Operative interference done using state-of-the-art medical techniques taking less than the time indicated as above will not alter the nature of the operations.
1. As a rule, reimbursement of expenses incurred by the workmen and their family members on treatment abroad will not be allowed.

2. In an exceptional cases necessitating treatment of a kind yet to be widely established in the country, where workmen on medical advice obtained in a manner indicated below, choose to go on their own for treatment abroad, permission for treatment abroad may be granted by the Board of Directors of the bank subject to conditions laid down hereinafter and limited to the expenditure that would have been incurred had such treatment been received in India in a government hospital or a nursing home specially recognised by the Director General of Health Services of the Government of India.

3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.

4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.

5. Hospitals and clinics indicated in paragraph 9 below have facility for 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 authority sanctioning reimbursement being satisfied about reasonableness of the claim.

6. The following ailments have been identified as ailments for which treatment in India is not yet widely established:

   (i) Cadaver Kidney Transplant;
   (ii) Old operated by-pass surgery cases (in which the initial operation was done abroad) needing revascularization;
   (iii) Bone marrow transplant;
   iv) Operative correction of Hymyopia cases
   v) Complex cyanote– Heart–Liasion and newly before infants suffering from heart diseases.

7. Reserve Bank of India (RBI) will constitute Medical Boards at Mumbai, Delhi, KolKotta and Chennai and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under this 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 recommendations and also give reasons for
recommending treatment abroad. The Medical Board will submit its report to the RBI, which in turn, could pass it on to the concerned Bank.

8. For the purposes of reimbursement, as envisaged in the scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences, New Delhi, enforced from time to time, should be adopted.

9. The following institutions have been identified as having facilities for specialised treatment:

a) **BY PASS CORONARY SURGERY**:
   
i) Southern Railways, Headquarters, Hospital, Perambur, Chennai;
   
ii) Christian Medical College and Hospital, Vellore.
   
iii) K.E.M. Hospital, Mumbai.
   
iv) Jaslok Hospital, Mumbai.
   
v) Bombay Hospital, Mumbai.
   
vi) Kasturba Hospital, Bhopal.
   
vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Thiruvananthpuram.

b) **KIDNEY TRANSPLANT**:
   
i) Christian Medical College & Hospital, Vellore.
   
ii) All India Institute of Medical Sciences, New Delhi.
   
iii) Post Graduate Institute, Chandigarh.
   
iv) Jaslok Hospital, Mumbai.

c) **BLOOD CANCER**:
   
i) Tata Memorial Hospital, Mumbai.
   
ii) Cancer Institute, Adyar, Chennai.

d) **COMPLICATED HEART SURGERY CASES**:
   
i) Southern Railways Headquarters Hospital, Perambur, Chennai.
   
ii) Christian Medical College & Hospital, Vellore.
   
iii) K.E.M. Hospital, Mumbai.
   
iv) All India Institute of Medical Sciences, New Delhi.
   
v) Bombay Hospital, Mumbai.
   
vi) G.B. Pant Hospital, Delhi.
   
vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Thiruvananthpuram.
   
viii) Post Graduate Institute, Chandigarh.
   
ix) S.S.K.M. Hospital, Kolkotta.
   
x) Samaritan Hospital, Alwaye (Kerala).
   
x) Kasturba Hospital, Bhopal (BHEL).
   
xii) N.M. Wadia Institute of Cardiology, Pune.
ANNEXURE-16.7

STATE BANK OF INDIA

APPLICATION FOR REIMBURSEMENT UNDER HOSPITALISATION SCHEME
(FOR SELF AND FAMILY MEMBERS) BY DEBIT TO CHARGES ACCOUNT

DETAILS OF EMPLOYEE :

1) Name of the Employee :

2) Designation :

3) Branch / Department :

4) Date of Joining :

5) Salary last drawn :
i) Gross Salary :
ii) Deductions :
iii) Net Salary :

6) Medical aid claimed for :

7) If claimed for dependent family member :
i) Name :
ii) Age :
iii) Income per month :

8) Name of the Disease (Diagnosis) :
(as per circular instructions)

9) Hospitalisation :
i) Date of Admission :
ii) Date of Discharge :

10) Name and Address of the Hospital :
Private/General/Trust/Corporate

11) Name and address of the Treating Doctor/Clinic :

12) Summary of Expenditure

<table>
<thead>
<tr>
<th></th>
<th>(I) Actually expended by the employee (Rs.)</th>
<th>(II) Admissible Amount Rs.</th>
<th>(III) Amount recommended for payment self 100% Dependent-75%</th>
</tr>
</thead>
<tbody>
<tr>
<td>A)</td>
<td>Consultation charges</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>B)</td>
<td>Operation Charges</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(including Assistant Charges)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>C)</td>
<td>Operation Theatre Charges</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>D)</td>
<td>Anaesthetist's charges</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>E)</td>
<td>Room/Hospitalisation charges</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(excluding diet/food bill)</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>F)</td>
<td>Hospitalisation Registration Fees</td>
<td>:</td>
<td></td>
</tr>
<tr>
<td>G)</td>
<td>Radiology charges</td>
<td>:</td>
<td></td>
</tr>
</tbody>
</table>
(reports to be attached)

H) Laboratory charges:
(report to be attached)

I) Medicines/Drugs charges:

J) Dressing material/bandage/injection:

K) Special Nursing Charges:

L) Visit charges:

M) Blood /other transfusions charges:

N) Conveyance/Ambulance Charges:

O) Surcharge/Tax on Hospital Bill:

TOTAL RS. (Supporting Certificates and Bills/Receipts should be attached)

DETAILS OF EXPENDITURE INCURRED:

Consultations/Reconsultations:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt No.</th>
<th>Date</th>
<th>Name of the Doctor</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Pathology Tests:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/Bill No.</th>
<th>Date</th>
<th>Particulars of Test/s</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Radiology Test:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/Bill No.</th>
<th>Date</th>
<th>Particulars of Tests</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Medicines/Drugs:

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Bill No.</th>
<th>Date</th>
<th>Name of the Medical Stores/Suppliers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Sr. No. | Receipt Date | No. of Visits | Rate per visit | Amount (Rs. Paise) | Eligible Amt
---|---|---|---|---|---
1) | Day Visit
2) | Night Visit
3) | Routine Visit
4) | Specialist Visit

Nursing Charges:

Sr. No. | Receipt/Bill Date | Particulars of Shift | Amount (Rs.) | Eligible Amt (Rs.)
---|---|---|---|---

DEMANDED

1) Certified that the expenditure has been actually incurred by me. I also certify that the family member for whom the reimbursement is claimed is fully dependent on me.

2) I further certify that the parent in respect of whom the reimbursement is claimed ordinarily reside with me and my brother/sister working in the Bank/other organisation have not claimed/are not claiming reimbursement of such expenses.

3) I am not entitled to receive claims under any personal accident policy insurance policy/other claims.

4) Amount withdrawn from the Suspense Account Rs.__________.

Date: ____________ (SIGNATURE OF THE EMPLOYEE)

Bills scrutinised and found in order. Amount reimbursed so far to the applicant/his family members is Rs.___________. Amount recommended for reimbursement Rs.__________ (Rupees ____________)

Forwarded to the Asstt. General Manager, Region____, Dy. General Manager, State Bank of India, Zonal Office_____________/Commercial Banking Module, ___________ for sanction.

Branch: ____________ Branch Manager/Chief Manager/
Asst. General Manager/
Dy. General Manager

Date: ____________

Recommendations of Bank’s Medical Officer

Bill scrutinised and found in order. Charges are reasonable and admissible.

RUBBER STAMP Medical Officer/Senior Medical Officer
Sanctioned Rs. ______________ (Rupees ________________________) / Bill scrutinised and found in order. Recommended for payment of admissible amount of Rs. ______________ (Rupees ________________________) by debit to Charges Account.

Date: __________

Asstt. General Manager,
Region______________
Zonal Office___________

Sanctioned Rs. ______________ (Rupees ________________________) / Bill scrutinised and found in order. Recommended for payment of admissible amount of Rs. ______________ (Rupees ________________________) by debit to Charges Account.

Date: __________

Dy. General Manager,
Zonal Office_____________

Sanctioned Rs. ______________ (Rupees ________________________) / Bill scrutinised and found in order. Recommended for payment of admissible amount of Rs. ______________ (Rupees ________________________) by debit to Charges Account.

Date: __________

General Manager (D&PB)/
General Manager (CB)
Local Head Office

Sanctioned for payment of admissible amount of Rs. ______________ (Rupees ________________________)

Date: __________

CHIEF GENERAL MANAGER
STATE BANK OF INDIA
--------------------------CIRCLE
ANNEXURE-16.7(a)

STATE BANK OF INDIA IMPROVED MEDICAL FACILITIES SCHEME
REIMBURSEMENT OF MEDICAL EXPENSES (FOR TREATMENT OF SERIOUS DISEASES )

1. Name of the Employee : 

2. Designation & Present place of posting  (Branch) :

3. Date of joining the service :

4. Gross salary & allowances :
   a) Deductions :
   b) Net take home salary :

5. Whether the reimbursement is sought for self or family. If for self, please state the period of leave taken with dates. :
   Sick Leave :
   Privilege Leave :

6. Nature & duration of illness, in case of hospitalisation. :
   i) Date of Admission :
   ii) Date of Discharge :

7. Whether the disease is covered in the list of serious diseases : if so, please specify the disease. :

8. In case of family, please give following particulars in respect of dependent family members. :

<table>
<thead>
<tr>
<th>NAME</th>
<th>AGE</th>
<th>RELATIONSHIP</th>
</tr>
</thead>
</table>

9. SRNO | BILL / CASH MEMO | DATE | AMOUNT |

   1) |
   2) |
   3) |

   Amount not reimbursible
   Total amount not reimbursible
   Net amount reimbursible

10. Classification of Expenses

<table>
<thead>
<tr>
<th>SRNO</th>
<th>CLASSIFICATION OF EXPENSES</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(i) Consultant's fees+ Doctor's Fees</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(ii) Cost of medicines (From Hospital)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iii) Cost of Pathology</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(iv) Specialised Investigation</td>
<td></td>
</tr>
</tbody>
</table>


(v) Cost of Radiology  
(vi) Compact Disk charges  
(vii) Bed Charges - Excluding diet charges  
(viii) Specialist's Fees (Operation charges)  
(ix) Operation Charges - Package Deal Economy class incl. Specialist fees  
(x) Anaesthesia  
(xi) Cost of Medicines  
(xii) Visit Fee  
(xiii) Operation Theatre charges  
(xiv) Conveyance charge  
(xv) Other charges - Registration Fees  
(xvi) Service Tax

**DETAILS OF EXPENDITURE INCURRED:**  
**Consultations/Reconsultations:**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/No</th>
<th>Date</th>
<th>Name of the Doctor</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

**Pathology Tests:**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/Bill No.</th>
<th>Date</th>
<th>Particulars of Test/s</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

**Radiology Test:**

<table>
<thead>
<tr>
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<th>Date</th>
<th>Particulars of Test/s</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

**Medicines/Drugs:**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Bill No.</th>
<th>Date</th>
<th>Name of the Medical Stores/Suppliers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/No.</th>
<th>Date</th>
<th>No. of Visits</th>
<th>Rate per visit</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

1) Day Visit
2) Night Visit
3) Routine Visit
4) Specialist Visit

**Nursing Charges:**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Receipt/Bill Date</th>
<th>Particulars of shift</th>
<th>Amount</th>
<th>Eligible Amt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DECLARATION**

1) Certified that the expenditure has been actually incurred by me. I also certify that the family members for whom the reimbursement is claimed is fully dependent on me.

2) I further certify that the parents in respect of whom the reimbursement is claimed ordinarily reside with me and my brother/sister working in the Bank/other organisation have not claimed/are not claiming reimbursement of such expenses.

3) I am not entitled to receive claims under any personal accident policy/insurance policy/other claims.

4) Amount withdrawn from the Supense Account Rs.______________.

Date: ________________  
(SIGNATURE OF THE EMPLOYEE)

Bill scrutinised and found in order. Amount reimbursed so far to the applicant/his family members is Rs._________, Amount recommended Rs._________  
(Rupees_________________________________________________)

Forwarded to the Asstt. General Manager, Region___/ Dy. General Manager, State Bank of India, Zonal Office_________/Commercial Banking Module, ___________ for sanction.

Branch: __________  
Branch Manager/Chief Manager/
Date: __________  
Asstt. General Manager/Dy. General Manager

Recommendations of Bank's Medical Officer
Bill scrutinised and found in order. Charges are reasonable and admissible.

RUBBER STAMP  
Medical Officer/Senior Medical Officer

Date: __________

Sanctioned Rs.___________(Rs.______________________) /Bill scrutinised and found in order. Recommended for payment of admissible amount of Rs.___________(Rs.______________________) by debit to Charges Account.

Date: __________
Asst. General Manager, Region____  
Zonal Office _____________________

Sanctioned Rs.___________(Rs.______________________) /Bill scrutinised and found in order. Recommended for sanction to Local Head Office ___________ for payment of
admissible amount of Rs.________________ (Rs.____________________________) by debit
to Charges Accounts

Date :
Dy. General Manager
Zonal Office/CNW

Sanctioned Rs.________________ (Rs.____________________________) / Bill scrutinised and found in
order. Recommended for payment of admissible amount of Rs.________________
(Rs.____________________________) by debit to Charges Account.

Date :
General Manager (D&PB)/General Manager (CB)
Local Head Office

Sanctioned Rs.________________ (Rs.____________________________) / Bill scrutinised and found
in order. Recommended for payment of admissible amount of Rs.________________
(Rs.____________________________) by debit to Charges Account.

Date :
CHIEF GENERAL MANAGER
STATE BANK OF INDIA - -------------- CIRCLE
ADDITIONAL INFORMATION FOR BILLS FOR TREATMENT OF SERIOUS DISEASES

1. Name of the Employee : 

2. Designation & Present place of posting (Branch) : 

3. Date of joining the service : 

4. Gross salary & allowances : 
   a) Deductions : 
   b) Net take home salary : 

5. Whether the reimbursement is sought for self or family. If for self, please state the period of leave taken with dates. 
   Sick Leave : 
   Privilege Leave : 

   i) Date of Admission : 
   ii) Date of Discharge : 

7. Whether the disease is covered in the list of serious diseases: if so, please specify the disease. 

8. In case of family, please give following particulars in respect of dependent family members. 

   NAME   AGE   RELATIONSHIP

9. SRNO  BILL / CASH MEMO  DATE  AMOUNT
   1) 
   2) 
   3) 
   Amount not reimbursible 
   Total amount not reimbursible 
   Net amount reimbursible 

10. Classification of Expenses

   SRNO  CLASSIFICATION OF EXPENSES  AMOUNT (Rs.)
   (i)  Consultant's fees + Doctor's Fees 
   (ii) Cost of medicines (From Hospital) 
   (iii) Cost of Pathology 
   (iv) Specialised Investigation 
   (v) Cost of Radiology 
   (vi) Compact Disk charges 
   (vii) Bed Charges - Excluding diet charges 
   (viii) Specialist's Fees (Operation charges) 
   (ix) Operation Charges - Package Deal Economy class incl. Specialist fees
(x) Anaesthesia
(xii) Visit Fee
(xiii) Operation Theatre charges
(xiv) Conveyance charge
(xv) Other charges - Registration Fees

Service Tax
Total Amount Rs.
Amount not reimbursible
Total Amount not reimbursible
Amount payable as per the scheme
Account to be debited to : Charges Account

11. Whether the expenses are within the prescribed ceiling of Improved Medical Facilities Scheme. :

12. Whether the bills have been scrutinised by the Bank's Medical Officer at Z.O. & found in order. :

13. Purpose for which the matter referred to Corporate Centre :

14. Reasoned recommendation in case deviation is proposed in percentage of reimbursement and / or individual items of expenditure containing, inter alia, the extent to which the reimbursement is proposed. : Nil

STATE BANK OF INDIA

DATE : __________  
DEPUTY GENERAL MANAGER

Encl : The relative prescriptions, bills, receipts etc.
**ANNEXURE-16.8**

**QUARTERLY STATEMENT OF IMPROVED MEDICAL AID SCHEME**

1. By debit to Staff Welfare Fund Account maintained at Central Accounts Office, Kolkata in respect of treatment of the employees themselves for the diseases mentioned in Paragraph 9.3 (a) of Bipartite Agreement.

<table>
<thead>
<tr>
<th>For self</th>
<th>No. of Employees</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Sanctioned by Chief General Manager within his discretionary powers i.e. upto Rs.1,00,000/-</td>
<td>---</td>
</tr>
<tr>
<td>b)</td>
<td>Sanctioned beyond the Chief General Manager's discretionary powers i.e. beyond Rs.1,00,000/- with Central Office approval</td>
<td>---</td>
</tr>
<tr>
<td>TOTAL (A)</td>
<td></td>
<td>---</td>
</tr>
</tbody>
</table>

2. By debit Charges Account in respect of employees and their families in terms of Paragraph 9.3 (b) of Bipartite Agreement and in respect of families in case of diseases mentioned in Paragraph 9.3 (a) ibid.

<table>
<thead>
<tr>
<th>For Self</th>
<th>For Family</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Bills</td>
<td>No. of Amount</td>
<td>No. of Bills</td>
</tr>
<tr>
<td>a)</td>
<td>Sanctioned by Dy. General Manager where the expenses are within the ceiling on items of expenditure and the percentage laid down (The periodical statements of such sanctions have been verified by the General Manager).</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td>Sanctioned by General Manager where the expenses are within the ceiling on items of expenditure &amp; the percentage laid down. (The periodical statements on such sanctions have been verified by the</td>
<td></td>
</tr>
<tr>
<td>c)</td>
<td>Sanctioned by Local Board upto Chief General Manager) G.M. / G.M. Rs...................... (where the expenditure and/or the percentage laid down. The administrative approval for these expenses have been obtained from Central Office).</td>
<td></td>
</tr>
<tr>
<td>d)</td>
<td>Sanctioned by Executive Committee of the Central Board beyond Rs...................... (for same reasons mentioned in 'C' above). TOTAL (B) (2. a+b+c+d)</td>
<td></td>
</tr>
<tr>
<td>TOTAL (A) + (B)</td>
<td>---</td>
<td>---</td>
</tr>
</tbody>
</table>

STATE BANK OF INDIA, ZONAL OFFICE / MODULE,  
-------------------  
DY. GENERAL MANAGER  
Date:
ANNEXURE 16.9

CHECK LIST FOR SUBMISSION OF MEDICAL BILLS UNDER HOSPITALISATION SCHEME/SERIOUS DISEASES

(1) The bill should be submitted in the prescribed format ensuring that all the columns have been neatly filled up furnishing the required details, avoiding overwriting/cuttings. The form should be free from arithmetical inaccuracies.

(2) It should be ensured that the concerned employee has signed on the reverse of the bills/cashmemos for having incurred the expenditure and claiming reimbursement thereof. Further, the cash memos/receipts should attached in the order as listed in the format, along with the relative prescriptions. The cash memos/receipts pertaining to pathological/radiological investigations should contain details of the tests carried out. The prescriptions should indicate the period upto which the medicines are required to be taken.

(3) The bills should be scrutinised by the Medical Officer at Zonal Office for the reasonableness/admissibility of the expenses claimed vis-à-vis the Schedule of reasonable charges. He should also specify the nature of disease as appearing in the Bank's extant instructions and whether the accident was of a serious nature in the case of treatment for accident.

Further, the employees seeking treatment for serious diseases are entitled for reimbursement of reasonable charges incurred by them as applicable in a general ward of a Trust/Corporation/Government run hospital in the area/centre. Therefore, the Medical Officer should make discreet enquiries before recommending the amount. (NBG:P&HRD:IR:SPL:294:DTD. 21.11.2000)

(4) If the treatment was taken at a centre other than the centre of posting of the concerned employee, a certificate should be furnished from the treating doctor/Bank's Medical Officer that the treatment was not available at the centre/nearby centre and that he has recommended the employee for taking treatment at nearby centre/another centre.

(5) Besides signature of the employee, the Bill should also bear the signatures of the Branch Manager. Further, while forwarding the bill to Local Head Office for sanction, the bill should be througly checked and should contain specific amount recommended and the same has been signed by the Dy. General Manager of the Module/Special Branch.

Further the following points should also be noted carefully while scrutinising/sanctioning medical bills in order to obviate recurrence of various irregularities in this regard, which are listed hereunder.

a) In a number of cases, employees are not taking treatment at the place of their posting. Certificate, as required, from the Senior Medical Officer/Medical Officer that such a treatment is not available at the place of duty of the employee, is not obtained.

b) In some cases, the employees are opting to get treatment at distant stations/metro centres, although similar treatment is available at nearby towns/metro centres. As per the laid down guidelines, in such cases, specific recommendations are required from the Senior Medical Officer/Medical Officer at the LHO, alongwith medical certificate from the referring specialist, containing reasons and justifications for such reference.
c) Laid down instructions in regard to reimbursement of travelling expenses for shifting the workman or his family members from residence to the hospital/nursing home or from one centre to another are not being adhered to. In terms of the scheme, reimbursement of travelling expenses for shifting the patient to a center other than the one where the employee is posted, is permitted only when the treating consultant certifies that the required treatment is not available at the place of duty and that the patient is required to be shifted to another centre to save his life.

d) Employees are approaching consultants and admitting themselves in higher class hospitals of their choice rather than in hospitals as per their entitlement. This results in much higher expenses than what would be incurred had the treatment been taken in a hospital as per their entitlement.

e) In cases where the employees have taken treatment in a bed higher than their entitlement, during the scrutiny of bills, only the excess bed/ICU charges are reduced from the billed amount, while the other charges such as operation theatre charges, fees for surgeons, anaesthetist’s fees and other related services corresponding to the higher class of bed/room (which would normally be on high side) were paid. This is inconsistent with the laid down guidelines in terms of which the excess of the actual bill amount of the hospital over the amount considered reasonable as per the entitlement of the employee has to be borne by the employee.

f) As per the extant instructions, cost of post-hospitalisation domiciliary treatment should be reimbursed up to 4-6 weeks or as specified by the hospital authorities in each case whichever is less. The extreme cases of hardship involving prolonged domiciliary treatment on the advice of the attending hospital surgeon/physician should be referred to Local Head Office for consideration through proper channel.

h) While settling bills of employees involving accidents of serious nature, information is not sought from the employees as to whether they have taken any insurance cover on account of accident or any monetary benefit is accruing on account of third party insurance claim although the benefits admissible under the improved claim, although the benefits admissible under the improved Medical Aid Scheme are to be reduced by the amount so received or due. The extant instructions in this regard, that in such cases a certificate should be taken from the employee confirming that the amount claimed was actually incurred by him and that he has neither received nor is entitled to any reimbursement or contribution towards such expenses through any source, are not compiled with.

i) Certificate/undertaking with regard to dependents income being within the prescribed ceiling of Rs. 1,500/- is not obtained from the employees.

j) Medical bills have been paid at LHOs even when the same have not been scrutinised/recommended or routed through the concerned Zonal Office. In terms of the laid down instructions, the medical bills are to be forwarded to the sanctioning authority on the requisite proforma duly signed by the recommending authority.

k) Explicit comments of the Senior Medical Officer/Medical Officer on the admissibility and reasonableness of the charges claimed by the employee are not recorded. They should also indicate the charges which are not reimbursable. Remarks of Senior Medical Officer/Medical Officer given as “the bills are in order subject to the satisfaction of Bank’s laid down norms” are not applicable.
l) Statement of medical expenses incurred, indicating inter-alia the amounts eligible under each head, amounts disallowed and allowed is not being recorded, and where recorded, evidence of it having been verified/checked by officials is not found. This is not being insisted before passing the bills.

m) In some cases, the rates being charged for various services by hospitals in their bills were higher than the rates mentioned in the LHO’s approved schedules. It appears that the rates being charged in the bills are not being subjected to systematic verification.

n) Quarterly returns on improved Medical Aid Scheme are not being submitted and where submitted, delay has been observed.

o) Bills in respect of diagnostic centres with whom we have entered into tie-up arrangements continue to be paid on actual basis every month rather than on lumpsum basis. As per the guidelings, the payment of charges for various tests conducted will be effected to the diagnostic centres on actual basis for the first six months only, and thereafter the monthly lumpsum equivalent to the average of the monthly actual charges for the first six months are paid. Subsequently, this arrangement is to be reviewed at yearly intervals.

p) Review of arrangements of beds with hospitals is not being regularly done.

q) Audit of the facilities/services is not being done regularly.
CHAPTER 17
UNIFORM AND LIVERIES

17.1 ELIGIBILITY & PERIODICITY OF SUPPLY

17.1.1 All confirmed (a) full time members of subordinate staff and (b) permanent part-time workmen in subordinate cadre drawing at least 1/3rd salary and working for not less than 6 hours in a week including domestic servants shall be supplied with two sets of summer uniform every year and one set of woollen uniform once in three years. [BIPARTITE SETTLEMENT : DTD. 9.6.1989]

17.1.2 At Hill stations, one set of woollen uniform every year and one set of terry cotton uniform once in 3 years shall be supplied in lieu of the uniforms stated in paragraph 17.1.1 above.

17.1.3 Members of watch and ward staff are supplied with a pair of shoes once in a year. Drivers, Electricians, AC Plant Attendants, Plumbers and Sanitary Fitters are supplied with a pair of shoes once in two years. The workmen employees who are supplied with a pair of shoes, may also be supplied shoe polish once a month and shoe brush once in six months.

17.2 ITEMS OF UNIFORM

17.2.1

i) Messengers - short coat/shirt & trousers

ii) Menial Staff - Bushirts and shorts/Trousers

iii) Cap has been discontinued as an item of both summer and winter uniform for subordinate staff excluding watch and ward staff. However, where turban is provided as headgear to Head Messengers/Jamadars/Duffedars/Naiks, the same may continue to be supplied. Rates of Turban for Sikh subordinate staff and those who wear it traditionally is fixed at a cost not exceeding Rs. 170/- per meter. [CIRDO/P&HR/18 of 1998-99 Dt. 20.05.1998]

iv) Items such as shirts, footwear, belts, socks, raincoats and umbrellas etc. do not constitute uniforms.

v) Belts, overcoats and blankets, however, continue to be supplied at those places where they were supplied as on 1st August, 1966.

17.2.2 Watch and Ward Staff

Summer Uniforms

i) Cap-beret woollen/pagrees for Sikhs Maroon/Khaki/Blue colour One per year.

ii) Cap badge - White metal (medium size round SBI) Life - 3 years.

iii) Hackle (Cap) - Maroon with
adequate fixing arrangements 2 in a year.

iv) Shirt-Khaki drill - full sleeves 2 shirts in a year

v) Lanyard Khaki (same as the colour of cap) with thunder whistle 1 in a year.

vi) Belt black leather Life 3 to 5 years

vii) Trousers - Khaki drill 2 in a year

viii) Name plate (plastic) 1 in a year

ix) Rank stripes for Head Watchman 2 in a year

x) Socks black -
   2 nylon + 1 woollen or
   2 woollen + 1 nylon or 3 nylon in a year Total 3 pairs

xi) Shoes black A pair per year

xii) "SBI BANK GUARD" Chromium plated buckle Life 3 to 5 years

**Woollen Uniforms**

i. Head Dress as in item(i) of summer uniforms.

ii. Jacket -
   Tunic khaki sarge(Woollen) full Sleeves
   Army pattern with 2 breast pockets, 2 side pockets,
   shoulder stripes open front with SBI chromium plated buttons

iii. Trousers sarge(woollen) khaki of the same quality and shade as that of tunic/jacket above.

iv Other accoutrement will be as per summer uniform.

**Note :**

i. All items supplied except shoes, metal buckles etc. should be marked with the name of the individual and SBI stamp in indelible ink.

ii Messengers are to be provided with full pant, bushcoat (with full sleeves) and cap.

iii Sweepers and gardeners are to be provided with half pant and shirt with half sleeves.

There should be no deviation from the pattern of uniforms mentioned above.

**17.3 Colour of uniforms**

i) Messenger (with combined designations) White

ii) Non-messenger subordinate staff and Watch and Ward Staff Khaki

iii) Female employee (Sarees/blouses) Light blue
17.4 **ARRANGEMENTS FOR TIMELY SUPPLY OF UNIFORMS**

Arrangements for supply of summer uniforms should be initiated in the first week of February and completed before the end of March each year. For winter uniforms arrangements should be initiated in the first week of September and supply should be completed before the end of October of the year.

17.5 **TYPE AND COST OF CLOTH FOR UNIFORMS**

17.5.1 **Summer uniforms**

As terry-khadi cloth is not generally available in adequate quantity and at all centres and considering its poor durability and high cost, summer uniforms of terry-cotton cloth may be supplied. However, there may be a centre, where terry khadi cloth is available in sufficient quantity. Such proposals, therefore, may be considered, provided the cloth is of the same colour and quality (including durability) as compared to terry cotton uniforms supplied elsewhere, the cost thereof should also be within the approved range.

To enable employees to have a wider choice of selecting cloth, it has been decided that the employees could be provided uniform from the following type of cloth within the present price ceiling of Rs. 160 per metre plus local taxes. (CIRDO/HR/17/2006-07 DATED 09.05.06)

i) White - Binny's terry cotton White Marathon bleached (width 138 cms)

ii) Khaki - Binny's terry cotton Marathon Khaki - TC - 800 (width 138 cms)

The employees could be provided the following types of cloth in lieu of Binny cloth within the above price ceiling. (PER/IR/CIR/8 Dt.24.04.1995)

<table>
<thead>
<tr>
<th>Name of the Mill</th>
<th>Brand</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bombay Dyeing</td>
<td>Moderate</td>
</tr>
<tr>
<td>Mafatlal Fabrics</td>
<td>Pluto</td>
</tr>
<tr>
<td>Mafatlal Fabrics</td>
<td>Attract</td>
</tr>
<tr>
<td>Tata</td>
<td>Sulabh</td>
</tr>
</tbody>
</table>

Note: If the above cloth is not available at a centre, cloth of a comparable variety/make may be purchased.

17.5.2 **Winter uniforms**

Uniform should be provided with one closed coat and one full pant. Each member of the subordinate staff will be eligible for woollen Navy Blue woollen "varsity" 55% Terene, 45% wool, width 137/139 cms. manufactured by M/s. Binny Ltd., Chennai.

Winter uniform may be supplied to the Subordinate staff at a cost of not exceeding Rs. 2200/- for one set of uniform. The controllers/Branch Managers are requested to please ensure that payment of bills be sanctioned only after ensuring the end use. These rates are the upper ceiling. (CIRDO/HR/75/2006-07 Dated 23-11-06)
Note:

i) At a centre where winter is generally mild, if the majority of subordinate staff posted at all offices thereat request for terry-wool/light woollen cloth for winter instead of pure woollen cloth, the same may be arranged. But the cost of cloth and tailoring charges should not exceed the specified limits.

17.5.3 Uniforms for female employees

(i) SUMMER UNIFORMS

Female employees in subordinate cadre may be supplied 2 sets of summer uniform every year at a cost not exceeding Rs. 350/- (inclusive of taxes). Each set of uniform may comprise the following: (PER/IR/CIR/8 Dt.24.04.1995)

<table>
<thead>
<tr>
<th>Item</th>
<th>Approximate cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saree (Polyester) Standard length</td>
<td>Rs. 225</td>
</tr>
<tr>
<td>Blouse (Terry-cot)</td>
<td>Rs. 65</td>
</tr>
<tr>
<td>Petticoat (cotton)</td>
<td>Rs. 45</td>
</tr>
<tr>
<td>Saree fall</td>
<td>Rs. 15</td>
</tr>
<tr>
<td>TOTAL COST</td>
<td>Rs. 350</td>
</tr>
</tbody>
</table>

(ii) WINTER UNIFORMS

Female employees in subordinate cadre may be supplied with Khaki woollen jersey or shawl at an aggregate cost not exceeding Rs.1400/- (inclusive of all taxes).

17.6 PROCUREMENT OF CLOTH AND STITCHING OF UNIFORMS

17.6.1 The material should be purchased at wholesale rates from the authorised stockists/dealers or through a Branch in a nearby town. Efforts must be made to get the maximum discount. The purchase should cover only the immediate actual requirements and no stocking of cloth is permitted.

17.6.2 The Branch Managers must exercise caution in ensuring that the cloth is always purchased from the authorised dealers, as per prescribed quality and only reasonable stitching charges are paid to firms who have been stitching uniforms satisfactorily in the past, after inviting competitive quotations. No vested interest should be allowed and utmost economy should be observed in the matter.

17.6.3 Necessary cloth for uniforms may be supplied to tailors by the Bank, after purchasing it from the showroom/stockists/agents or open market. In other words, a tailor should not be asked to either supply the cloth himself or purchase it from the market.

17.6.4 The Branch Managers should satisfy themselves that the quantity of cloth (per uniform) asked for by the tailor is reasonable.

17.6.5 No definite rates have been laid down; reasonable charges are to be permitted. Branches/offices may get the uniforms stitched locally by suitable tailor(s) on payment of reasonable/competitive charges.
17.6.6 Sanctioning Authority

The Branch Managers are vested with discretionary powers to incur expenditure to the extent laid down in "Delegation of Financial Powers" in any one instance in connection with the supply of uniforms. In sanctioning the expenditure, the Branch Managers should ensure that it is necessary and reasonable. Competitive quotations are to be obtained for the supply of material and making of uniforms. Where the lowest quotation is not accepted, the reason for non-acceptance is to be recorded in the appropriate Control Return. The expenditure incurred in regard to the supply of uniforms should be reported to the Controlling Authority indicated at the Annexure 17.1.

17.7 Washing of uniforms

i) Where arrangements have been made by the bank for washing of uniforms, employees should get their uniforms washed through the washerman concerned.

ii) Where the washing of livery is not arranged by the Bank, washing allowance at the rate of Rs.75/- p.m. shall be payable to members of subordinate staff entitled to uniforms. (Cir. 115/2005-06 Dd. 07.06.2005)

iii) Further, this allowance will not be paid for the period of leave if an employee's leave exceeds 30 days. (PER/IR/CIR/63 Dd.05.07.1990)

17.8 Record of supply of uniforms

i) After stitching, tailor should supply the uniforms to the Bank. He should not supply these direct to the employees concerned.

ii) A proper record of uniforms supplied to employees should be kept at each Branch/office in a Register, called "Uniforms Register". Further, uniforms should be delivered to employees by the Bank against acknowledgment in the Uniforms Register.

17.9 Wearing of uniforms

All members of subordinate staff, who are supplied with uniforms, shall wear them while on duty and in clean conditions. Members of the subordinate staff should not be permitted to report for duty if they come to office without wearing the uniform. Those who do not comply with this requirement should be cautioned and in case of repeated non-compliance, appropriate disciplinary action should be taken against them in terms of their service rules vide para 521 of the Sastry Award read with paragraph 18.28 of the Desai Award. Not wearing a uniform on duty will be treated as an act of minor misconduct.
ANNEXURE 17.1

STATEMENT SHOWING PARTICULARS OF EXPENDITURE FOR SUPPLY OF UNIFORMS

Number of uniforms supplied

Messengers

Watchmen/Bank Guards

Sweepers/Gardeners

Other menial staff, if any

Total

A) ....................... metres of cloth purchased

at Rs. ................. per metre. Rs. ....................... 

B) Total tailoring charges at

Rs. .............. per set of uniform Rs. ....................... 

Total cost Rs. ....................... 

STATE BANK OF INDIA

Branch Manager

........................... Branch/Deptt.

Date:

To,
The Asstt. General Manager/Dy. General Manager/
General Manager(D & PB)/(Comm. Bkg.)
State Bank of India
Region........
Zonal Office/Module/Local head Office ..............................
CHAPTER 18

TERMS AND CONDITIONS OF SERVICE OF PART-TIME EMPLOYEES & DOMESTIC SERVANTS

18.1 TERMS AND CONDITIONS OF SERVICE OF PART-TIME EMPLOYEES

In terms of an agreement reached between All India staff Federation and the bank, all part employees in the service of bank as on 31.12.05, drawing scale wages and on fixed wages, have been converted into full time scale of pay by 1.4.06. They will be governed by the same terms and conditions as applicable to other full time employees of menial staff in subordinate cadre.

(CC letter no. CDO:IR:SPL:441 dated 1.2.06)

18.1.1 CONVERSION OF PART-TIME EMPLOYEES

In terms of an agreement reached between All India staff Federation and the bank, all part employees in the service of bank as on 31.12.05, drawing scale wages and on fixed wages, have been converted into full time scale in three phases in order of their time-scale of pay.

18.1.2. PHASES OF CONVERSION

i) All part-time employees in 3/4th scale of pay as on 31.12.05 have been converted to full-time scale w.e.f. 1.01.2006

ii) All part-time employees in 1/2 scale of pay as on 31.12.05 have been converted to full-time scale w.e.f. 1.02.2006

iii) All part-time employees in 1/3 scale of pay as on 31.12.05 and on fixed wages have been converted to full-time scale w.e.f. 1.04.2006

18.1.3 Designation and duties on conversion

As per the agreement the part-time employees on conversion to full-time will be designated as General Attendant (Original designation i.e., sweeper, canteen boy, gardener etc.) After conversion to full time scale they will continue to perform the duties of their original designation i.e., sweeper, canteen boy, gardener etc and in the remaining time they will perform other menial/ messengerial duties of water boy/cash coolie/hamal/farrash etc.

Note:

i) The conversion of part time employees to full time and their redeployment from administrative offices and other establishments will take care of vacancy(ies) of menial staff in Circles including those arising due to retirement, death, opening of new branches/offices etc;

ii) No fresh part-time vacancies for appointment in menial category be created without prior approval of this office.
The bank will outsource maintenance work at all administrative office including LHOs, ZOs, ROs/OLRSs, STCs, Service Branches, Residential complexes etc and all other establishments which do not handle customer transactions. Maintenance would include all types of work including sweeping, washing, cleaning, dusting, polishing etc. of office floors, toilets, wooden, glass, steel surfaces, carpets, furniture and fixtures, computers, modern gadgets etc. It would also include maintenance of all electrical fittings/appliances, generator, lifts etc., plumbing, painting, airconditioning, and or any other work for proper upkeep of of the banks property including maintenance of gardens, open areas around the offices and residential complexes etc.

The Competent Authority to approve outsourcing of maintenance services will be Chief General Manager for the Circle.

**18.2 SERVICE CONDITIONS OF DOMESTIC SERVANTS**

**18.2.1 General**

The provisions of the Desai Award are not applicable to domestic servants who are employed to do work exclusively for officers of the Bank at their residences.

**18.2.2 Hours of work, overtime, weekly off and festival holidays**

*(SETTLEMENT DTD. 21.3.1967)*

i) In terms of paragraph 10.12 of the Bipartite Agreement dated 31st March, 1967, the provisions of the Agreement relating to hours of work and overtime are not applicable to part-time workmen engaged in domestic service.

ii) However, workmen engaged in domestic service at the office and residences of officers and not exclusively at the residences will be governed by the provisions regarding hours of work and overtime.

*(Para 10.12, Bipartite Agreement Dated 31.03.67)*

iii) Regarding weekly off and festival holidays, the following arrangement has been made with effect from 1-8-1972. *(Agreement dated 29-7-72)*

a) Domestic servants who are employed by the Bank to work at the residence of the officers of the Bank will be given a holiday on any one day of each week convenient to such officer at whose residence they are working.

b) Such domestic servants will also be given the same number of holidays in lieu of national/festival/gazetted holidays as are given to the watch and ward staff in the Bank. The actual days on which these holidays will be availed of will be left to be selected by the employee concerned in consultation with such officer at whose residence he is serving, at the beginning of each year.
CHAPTER 19

TEMPORARY EMPLOYMENT AND ENGAGEMENT OF CONTRACT LABOUR

19.1 TEMPORARY EMPLOYEES
(CDO:IR:7329 DTD. 5.5.1997)

Temporary employment stands prohibited in the Bank with effect from 1st April 1997 and any functionary violating the instructions shall be held personally accountable for any violation of the instructions.
CHAPTER 20

WORKMEN STAFF : TRANSFER POLICY AND REDEPLOYMENT OF STAFF

20.1 WORKMEN STAFF : TRANSFER POLICY

20.1.1 Provisions of Sastry Award for transfers

The subject of transfer of workmen staff is dealt with in paragraphs 535 and 536 of the Sastry Award. While paragraph 535 deals with the transfer of office-bearers of the union, paragraph 536 gives directions on transfers in general. The Tribunal has observed that transfers are rendered necessary by the exigencies of administration and that the proper view to take is that transfers are normal incidents of the working of a bank and they must be left to the discretion of those who guide the policy of the Bank and manage its affairs. However, to avoid the suspicion that discretion may be abused and transfers effected on considerations other than the needs of administration, the Tribunal gave directions on how transfers should be effected. These are summarised hereunder.

(A) Transfer of Officer Bearers of the Union:

i. Every registered bank employees’ union, from time to time, shall furnish the bank with the names of the President, Vice-President and the Secretaries of the union;

ii. Except in very special cases, whenever the transfer of any of the above-mentioned office bearers is contemplated, at least five clear working days’ notice should be put up on the notice boards of the bank of such contemplated action;

iii. Any representations, written or oral, made by the union shall be considered by the bank;

iv. If any order of transfer is ultimately made, a record shall be made by the bank of such representations and the bank’s reasons for regarding them as inadequate; and

v. The decision shall be communicated to the union as well as to the employee concerned.

Note: The directions given in paragraph 535 of Sastry Award regarding transfer of office-bearers of “Registered Bank Employees Union” mean and refer to a Union registered under the Trade Unions Act, 1926 and not to Branch/Regional/Zonal units thereof. (SASTRY AWARD)

(B) Transfer of other employees:

The Award envisages minimum possible transfers as required by banking needs and efficiency. In respect of subordinate staff, there should be no transfers ordinarily and if there are any transfers at all, they should be confined to the State or the language areas in which an employee has been serving. In case of workmen staff not belonging to subordinate cadre also, transfers outside the State or the language area should not be made as far as possible except with his consent. Further the number of transfers should be strictly limited and normally it should not be more than once in a year.
20.1.2 Five year transfer policy

As periodical rotation of staff between branches and redeployment of surplus staff are bound to involve movement of a large number of employees between branches, it was considered necessary to evolve suitable policies to regulate the movements so that no room was left for arbitrariness. Therefore, the Bank, in consultation with the All India State Bank of India Staff Federation, evolved a transfer policy for workmen staff and policy for redeployment of surplus staff. This policy provides broad guidelines for movement of staff and seeks to serve the aforesaid purpose but does not, in any way, modify the provisions of paragraph 536 of the Sastry Award, which will continue to govern transfers rendered necessary by the exigencies of administration. The salient features of the policy are as under:

PER/IR/6857 Dt.24.02.1983, PER/IR/16025 Dt.05.04.1984, PER/IR/17863 Dt.25.04.1984

i) Transfers would be made within the same Centre/Municipal/Urban Agglomeration area. The policy will not apply at the centres where there is only one office of the Bank.

ii) Clerical and subordinate staff (all categories) with 5 years or longer stay at an office are liable to be transferred to another office.

iii) The Central/Working/Executive Committee members of the recognized Circle Award Staff Union and their local unit secretaries need not be subjected to transfer under the policy as long as they continue to hold the position in question. However, they will continue to be subjected to transfer rendered necessary by the exigencies of administration as hitherto. The procedure as outlined in Section 535 of the Sastry Award will continue to be followed. Such exemption is not available to office-bearers of unrecognized unions.

PER/IR/4587 Dt.11.10.1991

iv) The employees will be listed category-wise, viz. Senior Assistants, Stenographers, Assistant Head Cashier, Assistant (Accounts/Cash/Typing) etc. and the transfers would be effected category-wise depending on the needs of the offices concerned.

v) Transfer should involve movement from one branch/office/establishment to another branch/office/establishment and should be applicable to all categories of workmen staff (i.e. clerical/cash and subordinate).

CDO/IR/CIR/21 Dt.05.06.1999

Inter-departmental/inter-divisional movements should not be treated as transfer under the policy and the eligible employees should be transferred out from the office/branch where they are presently posted on completion of the prescribed time limit of 5 years.

vi) The employees due for in-cadre promotion will invariably be transferred to another branch at the same station or outside if they have completed 5 years' stay at one office. In regard to transfer of this category of staff outside the station, a policy for the same would be framed by Local Head Offices in consultation with the Circle Union.

vii) Transfers of employees, who are appointed on in-cadre higher positions such as Assistant Head Cashiers etc. on the basis of Branch Seniority need not be effected under this policy except when considered absolutely necessary. This is so because in such circles, some of the in-cadre higher allowance carrying positions are filled on
branch seniority and if such employees are transferred, problems concerning inter-se seniority arise at the transferee branches.

viii) Whenever the transfers are effected, the employees should normally be transferred in the order of their length of stay at the office. Provided that:

a) employees, who have attained the age of 55 years, may not be transferred.

b) those employees who are normally due for transfer but whose services are considered essential or it is not considered to transfer them for other justifiable administrative reasons, may not be transferred immediately but their cases should be reviewed subsequently and transfers effected in a phased manner.

c) requests of employees for retention at an office on extreme grounds of sickness, duly accompanied by a medical certificate from the Bank's doctor/specialist or on any other ground of extreme compassion may be considered on merits. Their cases should also be reviewed periodically.

ix) The policy would aim at movement of the staff from one office to another in a phased manner without causing undue hardship or dislocation to the concerned employees.

x) Nothing in this policy will affect the management's right to make transfers on administrative grounds within the provisions of the Award.

xi) The number of employees transferred at a time from one office may normally not exceed 10 to 20 per cent of the total strength of the cadre at that office.

xii) The policy will be subject to review from time to time.

20.1.3 Transfer of office-bearers of circle employees' union

Whenever the office-bearer of the Circle Union, viz. President, Vice-President or Secretary of a Registered Bank Employees' Union is transferred from a Branch/Office, a notice to that effect is put on the Notice-Board five clear working days in advance.

It is clarified that these provisions are applicable only when the designated office-bearers of the Circle Union are transferred. The office-bearers of local unit of the Union will not be covered by these provisions.

The directions given in paragraph 535 of Sastry Award regarding transfer of office-bearers of “Registered Bank Employees Union” mean and refer to a Union registered under the Trade Unions Act, 1926 and not to Branch/Regional/Zonal units thereof. (SASTRY AWARD)

20.2 REDEPLOYMENT-CUM-TRANSFER POLICY FOR AWARD STAFF

(CirDo/PER&HRD/145/2004-05 dated 21.02.05 & CirDo/HR/113/2006-07 dated 24-02-07)

To carry out implementation of our technology plan and redeployment of human resources, re-skilling the staff and using them as per Bank's requirements Corporate Centre have entered into a Settlement with All India SBI Staff Federation about redeployment/transfer of employees on the 22nd July 2003 and on 23rd October 2006. The operational guidelines and salient features of the revised redeployment/transfer is as under.
(i) The policy is applicable to both clerical as well as subordinate staff.

(ii) The redeployment/transfer will be within a centre as well as outside a centre.

(iii) ‘Centre’ for the purpose of these guidelines has been defined as under:

"Centre is a town or city up to the municipal limits or an urban agglomeration or a territorial area as per Census of India, where the same salary and allowances including HRA and CCA are payable. It also includes a territory notified by the Government as project area or an area defined for development like National Capital Territory, etc."

(iv) Redeployment/transfers will be done on the basis of longest stay at a branch or a centre, as the case may be. In other words, first to come will be first to go. A branch and centre wise list in descending order of length of stay will be kept ready, duly verified and updated by the authorities mentioned in the guidelines.

(v) The female employees above 54 years and male employees above 55 years of age will be exempted from redeployment outside the centre. However, they may be redeployed/transferred within-the-centre upto 57 years of age.

(vi) Redeployment/transfer will be for a period of 2 years for a difficult centre and 3 years for other centres. At the end of the above period, the employee will have the option to be repatriated to his original place of posting or to a place of his choice, subject to the conditions stated in the guidelines.

(vii) If at the new centre of posting, an employee attains 57 years of age or completes the period of his/her stay as per the policy, he/she may be considered for transfer to a centre of his/her preference including previous centre of posting subject to availability of vacancy or against a vacancy that may arise due to redeployment of fresh employees and replacement being made available to the branch/office to his/her present posting by redeployment/transfer.

(viii) On redeployment/transfer of an employee from a higher HRA/CCA to a lower HRA/CCA centre, the HRA/CCA being drawn by the employee immediately prior to redeployment/transfer will be protected in cases where the employee retain the family at higher HRA/CCA centre. The difference between the higher HRA and CCA payable at the original centre and the eligible lower HRA and CCA payable at the centre where the employee is redeployed/transfered will be paid as Personal Allowance which shall not count for any other benefit like DA, Pension, PF etc.

(ix) Reimbursement of House Rent to employees who retain their families from where they were redeployed/transfered will be made upto a maximum of Rs.500/- p.m. for clerical and Rs.300/- p.m. to subordinate class on certificate basis.

(x) Protection of HRA and CCA and reimbursement of House Rent as stated in para 20.2.viii and 20.2.ix above will also be applicable to the employees redeployed outside the centre under career progression scheme.

(xi) The employees redeployed under career progression scheme will also be eligible for repatriation to original place of posting or to a place of his choice on completion of 2 years at a difficult centre and 3 years at other centres subject to other conditions stated in the guidelines being fulfilled.
(xii) The branches/offices/CAG/Mid Corporate/SAMG/LHO or a Corporate Centre establishments etc. falling in the geographical area of a Zone will be treated as part of the zone concerned.

(xiii) The President and Secretary, Senior Vice-President, Treasurer of the All India Staff Federation and President, General Secretary, one/two Senior Vice-Presidents, Treasurer and one Dy. General Secretary at LHO Head Quarter and one Dy. General Secretary at each Zonal Offices of the Circle Staff Unions will be exempted from redeployment. They may be considered for posting at administrative offices also.

(xiv) The other members of the Circle/Working/Executive/Central/Committee of the recognised Circle Union and council members of federation who are eligible for special casual leave in terms of bipartite settlements dated 2nd June 2005 will be redeployed in the same centre.

(xv) The above provisions of redeployment are without prejudice to the provisions of paragraph 535 and 536 of Sastry Award.

(xvi) Cases of exception will be dealt with as indicated in the guidelines.

(xvii) Redeployment/transfer will be done by the designated authorities as mentioned in the guidelines.

(xviii) From the year 2007-08, the relevant date for eligibility under redeployment/transfer period will be 1st June instead of 1st August each year. To achieve this objective centre-wise stay list prepared as per the extant guidelines be used to fill up the vacancies out of the centre and the branch-wise list of stay be used for the purpose of redeployment under 5 year transfer policy. However the movement of employees between branches/offices necessitated for administrative exigencies can take place as and when warranted.

(xix) A statement should be sent to HR Department at LHO on quarterly basis in regard to transfers/redeployments made during the quarter on the lines of format already being used by modules.

(xx) If any doubt/difficulty arises regarding implementation of any of the provisions of the revised policy, the matter should be referred to HR department at LHO for clarifications. Pending clarifications, the provision of the policy as laid down will be implemented.

20.2.1 REDEPLOYMENT - CUM - TRANSFER
LOCAL REDEPLOYMENT/TRANSFER WITHIN A CENTRE

20.2.1.1 Need for redeployment/transfer

The Bank at its discretion will determine number of employees to be redeployed/transferred from a branch/office at a centre and to be posted at another branch/office or location at the same centre.

20.2.1.2 Basis for redeployment/transfer

The redeployment/transfer of employees from a branch/office within the centre will be on the basis of length of stay at the branch/office and will be made on the principle of ‘first-cum-first-go’ i.e. the longest to stay at a branch/office will be transferred/redeployed first.
20.2.1.3 **Scope of redeployment/transfer**

Subject to the condition that local transfers will be confined to mobility within a centre, such redeployment/transfers could be between branches/offices/location within the control of Asstt. General Manager of a Region, or from one Region to another, or from a Region to branch/office/location within the control of another Asstt. General Manager/ Dy. General Manager of another Zone/Dy. General Manager and General Managers controlled branch/office, Local Head Office and Central Office establishments etc. and vice versa.

20.2.1.4 **Preparation of lists for Redeployment/transfer**

a) With a view to facilitating such transfer/redeployment branch-wise and category-wise list of staff (both clerical cadre and subordinate cadre) will be prepared and updated every year on 1st August (1st June from the year 2007-08) and names of employees will be arranged in the descending order of their length of stay at the branch/office and such list will be prepared on the lines of proforma enclosed.

b) The above list will be prepared by each branch/office including Zonal Offices, LHOs, SBLCs, Central Office establishments located at the centre. The concerned controllers of the branches or offices will be responsible for preparation and accuracy of the list.

c) The transfers will be effected jointly by the Assistant General Managers and /or controllers under whose control the transferor and transferee branches/offices function.

20.2.1.5 **Exclusions/Exceptions**

Clerical cadre employees who have been identified by the Bank/selected/trained for selling/marketing various products/services or other activities/services and are engaged in specified activities etc. will not be subjected to routine transfers/redeployment under the policy unless decided otherwise by the Corporate Centre. Normally, placement in specialised activities as mentioned above will be for a period of three years and will be reviewed thereafter.

Clerk-typists, Stenographers or staff identified for secretarial work may be transferred / redeployed irrespective of length of stay at the branch/office and such transfers/redeployment will be based on the suitability of the employee for the proposed job/work.

20.2.1.6 **Periodicity of redeployment/transfers within the centre**

(a) While redeployment/transfer under this dispensation will be as per the needs of the Bank, there will be job rotation from one desk to another at interval of 1 to 2 years and from one branch/office/location to another at interval of 5 years will be ensured.

(b) The employees engaged in specialised activities like sales/services, marketing, loan recovery or such other specialised activities will normally not be rotated except as per guidelines to be issued in this regard from time-to-time.

20.2.2. **REDEPLOYMENT -CUM- TRANSFER REDEPLOYMENT/TRANSFER – OUTSIDE A CENTRE**

20.2.2.1 **Need for redeployment/transfer**
The Bank at its discretion will decide the employees to be redeployed/ transferred from a branch/office at a centre and to be posted at another branch/office or location at another centre.

20.2.2.2 Basis for redeployment/transfer

The redeployment/transfer of employees from a branch/office to outside the centre will be on the basis of length of stay at that centre and will be based on the principle ‘first-come-first-go’ i.e. employee with longest stay at the centre will be transferred/redeployed first.

20.2.2.3 Scope of redeployment/transfer

Redeployment under this policy i.e. from one centre to another would cover employees of both cadres i.e. clerical and subordinate staff.

20.2.2.4 Preparation of lists for Redeployment/transfer

(a) For transfer from one centre to another, list of employees branch-wise and category-wise (both in clerical and subordinate cadre) will be prepared and their names will be arranged in the descending order or their length of stay at the centre and that such lists will be prepared on the lines of the proforma enclosed.

(b) The list will be prepared as on 1st August (1st June from the year 2007-08) every year and will be updated yearly.

(c) The above list will be forwarded to the Dy. General Manager of the Zonal Office located at the centre, who will be responsible for consolidating and preparing a center-wise list in order of length of stay in respect of each category of employee separately both in the clerical cadre and subordinate cadre. In case of any doubt in the list submitted by various functionaries the DGM responsible for preparing the consolidated list can call for the records alongwith a representative of the concerned office for reconciliation/ verification/correction.

20.2.2.5 Exclusions/Exceptions

(i) The female employees above 54 years and male employees above 55 years of age will be exempted from redeployment outside the centre. However, they may be redeployed/transferred within-the-centre upto 57 years of age.

20.2.2.6 Modality: Authority to Redeploy/Transfer Outside the center

<table>
<thead>
<tr>
<th>Area of Transfer</th>
<th>Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Redeployment/transfer to and from branches within a region/under control of DGM of Zone or DGM (Mid Corporate) but at different centres.</td>
<td>AGM (Region) /DGM of Zone /DGM (Mid Corporate) as the case may be.</td>
</tr>
<tr>
<td>b) Redeployment/transfer to and from branches situated in one centre to branches situated in another centre but falling under different Regions within the geographical area of zone</td>
<td>Placement Committee consisting of the Dy. General Manager and Asstt. General Manager(s) (Controller) of the branch.</td>
</tr>
<tr>
<td>c) Redeployment/ transfer to or from branches/ offices including LHO /lts</td>
<td>Placement Committee consisting of General Manager of the concerned</td>
</tr>
</tbody>
</table>
establishments, Corporate Centre establishments, special branches etc. situated in one centre to branchcs/offices situated in another centre but within the geographical area of a zone

network, Dy. General Manager of the Zonal Office, Dy. General Manager (Mid Corporate) Dy. General & Circle Development Officer, General Manager (Corporate Services) at corporate Centre, Mumbai or Asstt. General Manager (C& C) at CBD, Belapur or Departmental Head of the Corporate Centre establishment at other centre, Asstt. General Manager (HR) at the LHO will render secretarial assistance.

d) Redeployment/transfer from one zone to another or any other place within the Circle resulting in hardship to employee due to adverse geographical terrain

After taking clearance from Industrial Relations Department at corporate Centre

Note: The branches/offices/ CAG/ Mid Corporate / SAMG/ LHO or a Corporate Centre establishments etc. falling in the geographical area of a Zone will be treated as a part of the zone concerned.

20.2.2.7 Periodicity of redeployment/transfer

The employees (clerical and subordinate cadre) would be redeployed/ transferred at following periodicity:

(a) To difficult centre : 2 years
(b) To any other centre : 3 years

Note :
(i) If at the new centre of posting, an employee attains 57 years of age or completes the period of his/her stay as per the policy, he/she may be considered for transfer to a centre of his/her preference including previous centre of posting subject to availability of vacancy or against a vacancy that may arise due to redeployment of fresh employees and replacement being made available to the branch/office to his/her present posting by redeployment/transfer.

(ii) "Difficult centre" would mean a centre classified as difficult for purpose of transfer of supervising staff as per the existing norms prescribed by the Government of India. Redeployment/transfer should as far as possible be made coinciding with academic session of children, though in respect of those who retain their house and family at the previous centre, this may not be of much relevance.

20.2.2.8 Preference of Redeployment/ Transfer

Employees ( clerical and subordinate ) redeployed/ transferred under this policy in other centres would be eligible to request for transfer to a place of choice including a centre where they were earlier posted. Such request will be made after 1 year of completion of stay if the transfer is to a difficult centre and after 2 years of completion of stay if the transfer is to a difficult centre and after 2 year of completion of stay if the transfer is for a period 3 years. These requests will be recorded by the controller in order of date of receipt of the request by him and a consolidated list of request in
order of the date of receipt at respective branch/office will be kept centralised at the zonal office level. Transfer will be considered subject to availability of vacancy at the place(s) of choice. However, it should be ensured that a replacement reports at the transferee branch as per the procedure outlined above.

20.2.2.9 Special Provisions

In respect of certain categories of employees promotion criteria will be kept in view by the appropriate authority while referring redeployment/transfer.

(a) Physically handicapped employees on redeployment/transfer will be posted as per the existing guideline of Government of India (Circular No. CDO/PM/15/SPL/67 dated 25th April 2000).

(b) Employees who are affected by serious ailments, as defined below, on redeployment/transfer will be exempted from transfer out of centre.

Serious Ailments: Serious ailments would mean illness like terminal Cancer, Kidney failure/ailment requiring dialysis, Heart Disease requiring immediate by-pass surgery or an ailment which is classified as life threatening. Each case will be decided on case-by-case basis. The Dy. General Manager of the Zone will be the competent authority to grant such exemption.

20.2.2.10 Redeployment/Transfer of Office Bearer of recognised Staff Federation/Circle Staff Union

(i) The President and Secretary, Senior Vice-President, Treasurer of the All India Staff Federation and President, General Secretary, one/two Senior Vice-Presidents, Treasurer and one Dy. General Secretary at LHO Head Quarter and one Dy. General Secretary at each Zonal Offices of the Circle Staff Unions will be exempted from redeployment. They may be considered for posting at administrative offices also.

(ii) The other members of the Circle/Working/Executive/Central/Committee of the recognised Circle Union and council members of federation who are eligible for special casual leave in terms of bipartite settlements dated 2nd June 2005 will be redeployed in the same centre.

20.2.2.11 Compensation

Employees (clerical and subordinate) would be eligible for undernoted monthly compensation from the date they report at their new places of posting:-

(a) On redeployment/transfer of an employee from a higher HRA/CCA to a lower HRA/CCA centre, the HRA/CCA being drawn by the employee immediately prior to redeployment/transfer will be protected in cases where the employee retain the family at higher HRA/CCA centre. The difference between the higher HRA and CCA payable at the original centre and the eligible lower HRA and CCA payable at the centre where the employee is redeployed/ transferred will be paid as Personal Allowance which shall not count for any other benefit like DA, Pension, PF etc. The amount of Personal Allowance will be revised when rate of HRA is revised at industry-level or when the amount of HRA and CCA eligible to be paid to the employee is changed on account of change in pay for calculation of HRA of CCA.

Provided however employees who are provided with Bank's quarters and are allowed to retain the same even after their transfer shall not be eligible for Personal
Allowance. Also the personal allowance will be withdrawn on transfer of the employees to his original place of posting or to any other place at his request or on shifting of the family to a place other than the original place of posting.

(b) To mitigate the hardship of the employees who retain their families at the places from where they were redeployed or transferred and to compensate part of expenditure to be incurred in securing accommodation at new place of posting etc. they may be reimbursed the rent paid at the new place subject to the maximum of the following amounts on certificate basis:

- Clerical: 500/- p.m.
- Subordinate: 300/- p.m.

Provided however that the above payment shall stand withdrawn if the employee shift his family from the previous place of posting or proceeds on transfer to a place of is choice.

20.3 BRINGING POLITICAL PRESSURE OR OTHER PRESSURE FOR TRANSFER

In terms of the Rules of Conduct to be signed by every employee at the time of joining Bank, no employee shall bring or attempt to bring any political or other outside influence including that of individual directors of the Bank or the Members of the Local Board to bear upon any superior authority to further his own interest in the Bank. Any breach of this Rule shall be viewed seriously and appropriate disciplinary action can be initiated against the defaulting employee.

20.4 TRANSFERS UNDER THE SCHEME FOR CAREER PROGRESSION FOR WORKMEN STAFF.

a) Employees appointed to higher positions within-the-cadre in terms of the policy, can be posted anywhere in the zone, (i.e. the geographical area of Zonal Office including branches in Mid Corporate/ SAMG/ CAG and Administrative Offices in the area) however if the geographical area of the zone is large, the matter will be decided by Corporate Centre of the Bank.

b) The employees appointed to higher positions in terms of this policy within-the-cadre shall be liable for transfer within the Zone. (The geographical area of Zone includes branches in Mid Corporate /SAMG/Corporate Accounts Group and Administrative Offices located in the area). Provided, however, if the geographical area of Zone is large and reduction in the area of transferability is warranted, the matter will be decided by the Corporate Centre.

c) On transfer under career progression scheme of an employee from a higher HRA/CCA to a lower HRA/CCA centre, the HRA/CCA being drawn by the employee immediately prior to redeployment/transfer will be protected in cases where the employee retain the family at higher HRA/CCA centre. The difference between the higher HRA and CCA payable at the original centre and the eligible lower HRA and CCA payable at the centre where the employee is redeployed/transferred will be paid as ‘Personal Allowance’ which shall not count for any other benefit like DA, Pension , PF etc.

d) The amount of Personal Allowance will be revised when rate of HRA is revised at industry-level or when the amount of HRA and CCA eligible to be paid to the employee is changed on account of change in pay for calculation of HRA of CCA.
(e) The Personal Allowance will be withdrawn on transfer of the employee to his original place of posting or to any other place at his request or on shifting of the family to a place other than the original place of posting.

(f) Employees who continue to occupy the quarters provided by the bank even after redeployment/transfer will not be eligible for Personal Allowance.

(b) To mitigate the hardship of the employees who retain their families at the places from where they were transferred under career progression scheme and to compensate part of expenditure to be incurred in securing accommodation at new place of posting etc. they may be reimbursed the rent paid at the new place subject to the maximum of the following amounts on certificate basis:

Clerical: 500/- p.m.
Subordinate: 300/- p.m.

(h) The employees redeployed under career progression scheme will also be eligible for repatriation to original place of posting or to a place of his choice on completion of 2 years at a difficult centre and 3 years at other centres subject to other conditions stated in the guidelines being fulfilled.

(i) The relevant date of eligibility for appointment under career progression will be 1st June of each year from the year 2007-08.

(Memo. of Settlement Dated 22.07.2003 and Memo. of Settlement Dated 23.10.2006)
ANNEXURE-20.1

APPLICATION FOR TRANSFER

1. Name :

2. Designation :

3. a) Date of appointment :
   b) Date confirmation :

4. Place of domicile 
   (as recorded in service sheet) :

5. Branch/Office :

6. Place of initial appointment in the Bank :

7. Offices to which transfer is sought :
   i) ii) iii)

8. Transfer(s) during the service :
   a) By Bank :
   b) At request :

9. Specific reasons for applying for transfer :

10. a) Whether the applicant is prepared to 
    forego the travelling expenses :
    
    b) Permanent transfer allowance, 
    if transferred :

11. Whether the applicant has any relatives 
    working at the branch(es)/office(s) (including 
    the concerned sub-office(s), if any, under 
    its control) to which transfer is sought, 
    If so, advise particulars :

12. Whether the employee is an ex-serviceman :
    PLACE : DATE : Signature of the 
    applicant

TO BE FILLED IN BY THE BRANCH/DEPARTMENT

1. No. and date of Branch Manager's letter 
   forwarding the employee's original 
   application for transfer, if any. :

2. In case the employee concerned was 
   transferred to your Branch from elsewhere, 
   was the transfer effected at his request or 
   by the Bank due to exigencies of service 
   (if necessary, this information may be
ascertained from the Branch transferred) :

3. Date of reporting at the Branch (in case the employee was transferred from elsewhere) :

4. Are you satisfied as to genuineness for the reasons given by the employee for applying the transfer :

5. Whether any disciplinary action pending/ contemplated against the employee :

6. Recommendations of Branch Manager/ Departmental Head :

STATE BANK OF INDIA
................................ Branch

DATE :

BRANCH MANAGER/
HEAD OF THE
DEPARTMENT

FOR USE OF CONTROLLING AUTHORITY

i) Date of Registration :

ii) Serial Number :

iii) Branch to which the employee was transferred :

iv) Reference number and date of disposal :

GENERAL MANAGER/
Dy. GENERAL MANAGER/
ASSTT. GENERAL MANAGER
ANNEXURE-20.2

Name of the Branch/Office: ________________________________

Branch wise List
Position as on ________________________________

List of employees in order of their stay at a branch/office

Category: Clerical / Subordinate
Sub-category: Special Asstt./Senior Asstt./Asstt.
: Senior Head Messenger/ Head Messenger/ Messenger/ Senior Head Sweeper/ Head Sweeper/ Sweeper, etc.

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<tr>
<th>Sr. No.</th>
<th>Name of Branch</th>
<th>Name of the employee</th>
<th>P.F. Index No.</th>
<th>Designation</th>
<th>Date of Birth</th>
<th>Date of joining/Promotion</th>
<th>Date since posted at the branch/office</th>
<th>Date, since when posted at the centre</th>
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</tbody>
</table>

* These lists are require to be prepared category-wise i.e. separate lists for Special Assistants, Senior Assistants and Assistants etc. Similarly for subordinate staff, the lists shall be prepared category-wise.

* Please mention under Comments / Remarks column if the employee is physically handicapped/ suffering from life threatening disease/trained and identified for marketing of various services/ activities etc.

* Please also mention the date of reporting at the centre (in subordinate cadre) of those employee who have been promoted from subordinate to clerical cadre and have been posted in the same centre after their promotion.

* Any other relevant point having bearing in implementation of the policy may also be mentioned under the ‘Remarks’ column.

We confirm that the above particulars are correct and have been verified from the records available at the branch/office.

Signature of Branch Manager/Head of Department
**ANNEXURE-20.3**

Name of the Centre____________________________

Centre wise List
Position as on ______________________________

List of employees in order of their stay at a Centre

Category : Clerical / Subordinate
Sub-category : Special Asstt/Senior Asstt./Asstt.
: Senior Head Messenger/ Head Messenger/ Messenger/ Senior Head Sweeper/ Head Sweeper/ Sweeper. etc.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Branch</th>
<th>Name of the employee</th>
<th>P.F. Index No.</th>
<th>Designation</th>
<th>Date of Birth</th>
<th>Date of joining/Promotion</th>
<th>Date since posted at the branch/office</th>
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* These lists are require to be prepared category-wise i.e. separate lists for Secial Assistants, Senior Assistants and Assistants etc. Similarly for subordinate staff, the lists shall be prepared category-wise.

* Please mention under Comments / Remarks column if the employee is physically handicapped/ suffering from life threatening disease/trained and identified for marketing of various services/ activities etc.

* Please also mention the date of reporting at the centre ( in subordinate cadre) of those employee who have been promoted from subordinate to clerical cadre and have been posted in the same centre after their promotion.

* Any other relevant point having bearing in implementation of the policy may also be mentioned under the ‘Remarks’ column.

We confirm that the above particulars are correct and have been verified from the records available at the branch/office.

Signature of Branch Manager/Head of Department
CHAPTER 21

DUTY LIST OF VARIOUS CATEGORIES OF AWARD STAFF, JOB ROTATION AND RESTRICTIVE PRACTICES

21.1 DUTY LISTS OF VARIOUS CATEGORIES OF STAFF

Duty Lists

1. Proper duty lists should be maintained for various categories of staff particularly the clerical staff. Duties performed by an employee should be broadly indicated against his/her name in the list. These duties may, however, be varied at the Branch Manager's discretion as and when necessary. The employees are required to carry out the instructions given by the Branch Manager to perform such duties which may not even be specifically mentioned in the list, and it is expected that an employee must carry out such instructions whenever given. In the interest of smooth working of the office, when the pressure of work in a particular section is heavy for the staff of that section, the Branch Managers should, where considered necessary, provide them with assistance from other section(s).

2. The duties allotted to employees in relief arrangements should be recorded in an "Allotment of Duties" Register.

Change of Duties/Rotation

1. Duties of the clerical staff should be changed, as often as possible without dislocating the smooth working of the office.

2. Whenever duties are changed for any member of staff, it should be separately recorded at the branch by means of an office order. Periodical change of duties among the clerical staff not only provides a safeguard against fraud but assists in making the services of every employee of more value to the Bank. It will also be very useful for the proper development of employees and will not only provide the employees with wider experience but also equip them to shoulder higher responsibilities. Rotation of duties will also provide a variety of work to employees with the result that they will derive more satisfaction from their work. It would, however, be necessary to retain the employees for longer periods on important desks like Foreign Exchange, Securities and Credit Appraisal etc.

3. Branch Managers should indicate in the annual statements of increments of award staff (C.O.S. 105) sent to Controlling Authority whether the duties of clerical staff have been changed during the year and if not, the reasons therefor.

Note:
As in certain cases, the irregularities committed by an employee may not come to light immediately but after the lapse of some time, it is considered necessary that with a view to fix the responsibility of the concerned employee, the duty lists should be preserved as permanent record at the branch.

Various duties have been allotted from time to time to members of the Award Staff, both in allowance carrying and non-allowance carrying positions. These are modified from time to time in the Bi-partite settlements and a few additional duties/responsibilities have been allotted to clerks/cashiers. Further, the limits
regarding passing powers of employees in special allowance carrying positions have been enlarged.

21.2 PERFORMANCE OF DUTIES

In terms of the Memorandum of Settlement dated 12th April, 1999 and dated 23rd October 2003, between the Bank and All India State Bank of India Staff Federation on promotional avenues/career progression for workman staff, it was agreed that -

i) The Bank would utilise the services of employees redesignated/appointed to higher positions carrying special allowance to perform multiple jobs on the same day.

ii) Employees holding the charge of cash and valuables will have to manage the Cash Department and have to work both as receipts and payments cashiers in ‘exigencies of service’. The term ‘exigencies of service’ would have a broad connotation to encompass all eventualities where the services of the Senior Assistants/Special Assistants/Head Messengers/Senior Head Messengers/Head Sweepers/Senior Head Sweepers etc. may also have to be utilised for performance of substantive clerical/cashier/subordinate cadre duties as the case may be. In all such matters, the decision of the local management shall be final.

iii) In special circumstances, the employees should accept/make payment of cash other than at cash counters, under instructions from a competent official and in such cases the concerned employees would be granted immunity from attendant risks. On special occasions, it may be necessary to attend to cash transactions outside business hours. However, due care and caution should be exercised by management in entertaining such late transactions which should be duly authorised by a competent Official.

(iv) Every workman should be at his place of work and commence the work allotted to him at the stipulated time, work for the full prescribed hours of work and give maximum output.

v) The Bank may also require the employees to proceed on deputation to other branches at short notice to meet the needs of administration.

vi) Employees appointed as Head Messengers/Senior Head Messengers etc. would have to perform the work of duftary/xerox machine operator/messenger also in the exigencies. Similarly, Head Sweepers and Senior Head Sweepers would have to perform the work of cleaning, sweeping and dusting etc.

vii) The Senior Assistants will perform duties of the erstwhile Head Assistants (Accounts/Cash), Tellers and Computer Operators and whenever exigencies so warrant, the original clerical and cashier duties also. Their services are inter changeable between Clerical and Cash Departments as and when required by local management. Further the employees appointed to the special allowance carrying position shall also perform their respective substantive cadre duties, as per administrative requirements. (CDO:IR:6603 DTD. 14.3.2000)

viii) Special Assistants will perform the duties prescribed for workman Head Cashiers and Special Assistants in terms of Settlement dated 15th March, 1993. The Special Assistants will exercise passing powers vested, from time to time, in officers in the Junior Management Grade. They will also be required to perform the duties of Senior Assistants/Computer Operators, if exigencies so warrant. At fully computerised branches the Senior Assistant/Special Assistants will perform their duties online and
also manually whenever required, Computer Operators will perform, on line as at present, all the duties of clerical cadre and also whenever necessary, manually.

21.3 DUTIES, FUNCTIONS AND RESPONSIBILITIES OF SPECIAL ASSISTANTS
(Circular letter No. CIRDO/P & HR) 85/2005-06 dated 25.08.2005)

21.3.1 Special Assistants

The duties listed below are in addition to the duties of substantive cadre (i.e. Clerk/Cashier, Clerk-cum-typist, Computer Operator, Senior Assistant) that the Special Assistant may be called upon to perform:

(i) To pass cheques and other debits to constituents accounts, drafts, Government payments etc. for amounts not exceeding Rs.1,00,000/- in Cash and Rs.4,00,000/- for transfer and clearing.

(ii) To function as Case Manager in Single Window branches and discharge the role, duties and responsibilities thereof. While working as Single Window Operator, he will exercise passing powers of Special Assistant.

(iii) To check drafts issued/advises, sign drafts in OT & TT series as first signatory and the second signatures to be made by an officer whose signatures are circulated, the latter officer relying on the first signature only.

(iv) To check and sign TDR/STDRs up to his passing powers.

(v) To ensure timely preparation and checking of any returns/statements entrusted for checking or forming part of the desk/section/department, the responsibility for functioning whereof is entrusted to him.

(vi) To check and sign covering schedules for demand drafts purchased, short credits or bills for collection, etc; follow up for acknowledgements/payment advices, marking these off as prescribed and pass entries pertaining thereto.

(vii) To initial pass books in Savings Bank which come to him for passing payment up to Rs.1,00,000/- in cash and Rs. 4,00,000/- by transfer at branches where SB passbooks are not system generated. If, at that time, the previous balances in the pass book are not authenticated, he may authenticate them as well by reference to the account in the ledger/system irrespective of the amounts of previous debits or credits. For this purpose, he may also check posting of the entry in ledger account/system and initial the resultant balance arising out of the transactions passed by him.

(viii) Checking of day books/computer printouts to all types of accounts and initialising the balances in all books/ledgers in Bank master and voucher verification reports in core banking branches.

(ix) Checking of leave records, overtime register, Bonus register, establishment register etc.

(x) Drafting of letters/notes, signing all types of intimations, advices of routine nature to constituents.

(xi) Keeping custody of security forms/cheque books, etc. entrusted for use on any day, delivering these as required to counters, receiving them back from and handling over the unused security forms/cheque books to Accountant/Branch Manager, duly accounted for after the day's work is over.
To work as incharge of cash at Non-currency Chest branches and discharge the
duties, functions and responsibilities of the Cash Officer as joint custodian which will
inter-alia cover:-

a. Responsibility for the correctness of the branch cash balance.

b. Distribution and collection of cash within the branch and remittances
   between the branch and its sub-offices, extension counters, if any.

c. Responsibility for custody and safety of all cash from the point of withdrawal
   from the strong room until distribution and from the point of collection until
   deposit in strong room and, jointly with concerned supervising official while in
   the strong room.

d. Responsibility for remittances of treasuries, etc.

e. Responsibility for the protection of other items which represent money and
   which may from time-to-time be entrusted to him.

f. Responsibility for quantity and value of all notes including note packets
   received from Security press, Nasik etc. and small coins as per revised cash
   department procedure under clean note policy.

g. Responsibility for the proper conduct of work in cash department/single
   windows counters in regard to cash for ensuring that adequate safety
   measures are taken in handling of cash, etc., and the instructions laid down by
   the Bank with regard thereto are duly observed.

h. To acknowledge receipt of cash without any limit and passing powers
   delegated to him.

i. Responsibility for administration of the cash department and supervision and
   control over the cash department staff and their work.

j. Attending to all work connected with processing and disbursement of loans
   sanctioned against the pledge of gold ornaments, including responsibility of
   purity, value and correctness of weight of gold ornaments and all matters
   connected with proper conduct and follow-up of the loans in question. A
   Special Assistant working as incharge of cash will also hold joint custody with
   the Branch Manager/ Accountant of the ornaments so pledged.

k. Processing of business proposals and compilation of Opinion Reports on
   Borrowers/ Guarantors.

l. Payment of petty cash bills sanctioned by manager and maintenance of
   petty cash register.

m. Supplementing the efforts of the Branch Manager in Deposit Mobilisation and
   business development.

n. Special Assistant will exercise the signing powers to the extant specified
   below:-
Powers to discharge bills of exchange, promissory notes, documents of title to goods which come to them in discharge of functioning of posts held for the time being.

o. Verification of transaction of vernacular signatures/endorsements.

p. To hold joint custody of security forms.

(xx) The Special Assistants, whether posted as Cash In-charge or other wise working in any other position, and the members of the marketing and outbound sales force set up at offices/branches of the Bank will in addition to discharge of official duties actively contact new and existing customers and canvass business.

21.3.2 Duties and functions and reponsibilities of Senior Assistants (CIRCULAR LETTER NO. CIRDO/P&HRD/85/2005-06 DTD. 25.8.2005)

The duties listed below are in addition to the duties substantive cadre (i.e. Clerk/Cashier, Clerk-cum- typist, Computer operator etc.) that the Senior Assistant may be called upon to perform.

(i) To exercise passing powers of Rs. 50,000/- for cash and Rs. 1,00,000/- for transfer transactions.

(ii) Work as Single Window Operator and discharge under noted duties:-

a. Receipt and payment of cash upto Rs. 50,000/- and transfer transactions upto Rs. 1,00,000/- for all types of accounts and customers and Bank’s other instruments within passing powers.

b. To receive and, pay, input and also authorise the relative transactions within his powers.

c. Cash and transfer transactions beyond his power will also be dealt with by him. However, in all such cases the transactions will be posted by him and referred to the Case Manager for authorisation. In other words, he will receive or pay cash in excess of Rs. 50,000/- but necessary authorisation thereof will be done by Case Manager/ authorised officer. Similarly, he will also input transfer transactions in excess of Rs. 1,00,000/- but authorisation for the same will be done by the Case Manager or any other authorised official as the case may be.

d. Cash payments upto Rs. 50,000/- or above subject to item ii(a) above, will be made by Senior Assistant on constituent’s account irrespective of whether payment is by way of cheque or withdrawal form or whether it relates to third party, subject to verification of the identity of the holder in the prescribed manner.

e. Acknowledge receipts of cash receipts within his passing powers by signing the counter foils. For cash transactions beyond his passing powers, while the cash will be received by him, the counter foil will be signed and released by the Case Manager.

f) Pay Term Deposit/Special Term Deposit receipts within his powers and those beyond his powers will be paid by him after due authorization by the Case Manager. Similarly, SWO will issue Term Deposit/Special Term Deposit receipts through case receipt or transfer irrespective of the amount involved but receipts will be signed by the Case Manager or any other authorized official.

g) SWO will pay draft, deposit at call receipts, banker’s cheque, gift cheque etc. within his passing powers and those beyond his powers will be paid with due authorization of the Case Manager. He will also issue draft, deposit at call
receipts, banker’s cheque, gift cheques through cash or transfer irrespective of the amount involved but the instruments will be signed by an authorised official. Before payment of draft, banker’s cheques etc. the specimen signature of the signing officials will be verified by Special Assistant or the Case Manager or authorised official having custody/access to the specimen signature of signing officials in the Bank.

h) Open new accounts after necessary authorisation by the authorised official.

i) Credits to loan accounts of constituents will be passed, entered and authorised by him upto his passing powers. Debit of overdraft (current) accounts within the sanctioned limits will also be passed and authorised by him within his passing powers. However, debit to cash credit, term loan, demand loan, agricultural cash credit, agricultural term loan accounts will be entered by him but authorisation will be done by the concerned authorised official.

j) In case of telegraphic transfers/STEPS issue & payments, he will only post the transactions.

k) All transactions pertaining to Government accounts including PPF will be handled by him. The specimen signatures of the signing authorities will be made available to him.

l) Payment of foreign currency traveller’s cheques will be done by Senior Assistant on authorisation by the officer incharge of foreign exchange.

m) He will issue cheque books, note stop payment instructions, standing instructions and print pass-books at the request of the constituents.

n) While SWO can input transactions to the undernoted internal accounts, authorisation will be done by the Branch Manager or any authorised officer irrespective of the amount of transaction.

   (i) Sundry deposit
   (ii) Suspense
   (iii) Charges account
   (iv) Interest account
   (v) Branch Clearing General Account
   (vi) Inter branch items in transit account
   (vii) Agency clearing
   (viii) Inoperative accounts
   (ix) Dormant accounts
   (x) Interest provision accounts, etc

o) He will be responsible for all cash directly handled by him.

p) He will also be responsible for proper exercise of his passing powers.

q) Receiving applications, allotment and call monies by cash or cheques upto his powers in any one case and issue of receipt therefore.

3. Active assistant to the Branch Manager in achieving the budgetary goals, monetary business etc.
4. After business hours, where the volume of work so permits, Senior Assistant may be given other duties, within his cadre such as deposit mobilization etc.

5. Senior Assistants will duly check and sign the system generated scrolls/reports in respect of tasks/transactions performed by him such as cash receipt scroll, cash payment scrolls, transfer received/paid scroll, exchange scroll etc.

6. To check savings bank day book on daily basis and voucher verification reports at Core Banking branches.

7. Any other duties within-the-cadre which the Branch Manager may assign.

The Senior Assistants will perform duties of erstwhile Head Assistants (Accounts/Cash) Tellers and Computer Operators.

A **Duties/responsibilities Single Window Operators**

The duties of Single Window Operator will be as per the designation of person manning the Single Window counter.

B **Duties/responsibilities of computer operators (senior assistant)**

i) To key in particulars given in vouchers/documents correctly and authenticate the latter (vouchers/documents) in token of having done so.

ii) Comparing particulars of keyed-in data with the visual display unit of the machine or from the print out and ensuring that the data have been entered in the machine correctly and effect such corrections, as may be necessary. Suitable certificate to this effect will be given at the end of each working day.

iii) Also perform, at the discretion of the Bank and subject to availability of time, one or more of the duties of Head Assistant (Accounts).

**Note:**

i) Each Computer Operator may normally be required to handle 500 vouchers per day - minor variations of 50 vouchers per day will be ignored.

ii) Computer Operators, subject to availability of time, will perform any other clerical duties that may be entrusted by the Bank.

iii) The existing instructions regarding checking of registers, statements, day books etc. by Officers/Head Assistant (Accounts) will remain unchanged.

Further, all the computer operators will have to perform all the clerical cadre duties, online as at present and manually whenever required.

**Note:** RESERVE / RELIEF COMPUTER OPERATORS

i) In terms of the provisions of the settlement on career progression no reserve/relief computer operators are required to be appointed. In case of need, the senior/special assistants may be used as computer operators.

21.3.3 **Duties of agricultural assistants**
a) Collect data which are essential to determine whether a particular village could be adopted by the Bank for the financing of agriculture; the information will be regarding the location of the village farmers' land holdings, availability of infrastructure facilities, sources of irrigation, use of tractors, pumpsets etc., credit facilities available in the village and alike.

b) Distribute and collect application forms and assist the farmers in filling these forms.

c) Scrutinise application forms, title deeds, farm plans etc. and ensure that the applications are complete in all respects and the particulars furnished therein are prima facie in order. For this purpose, he will have to visit the farms, verify the sources of water for irrigation purposes and arrangements for, say, supply of power and processing, transport and marketing of produce and collects data of past performance of the farmers, their existing borrowings etc.

d) Ensure that periodical details, as called for, are received from the farmer-borrowers in time.

e) Maintain liaison with land record and registration officer for expeditious handling of the Bank's work.

f) Collect information at periodical intervals about the progress in the developmental work, as also of crops where loans are required to be disbursed in instalments.

g) Collect information about the conditions of crops in villages.

h) Be in constant touch with farmer borrowers and brings any adverse feature to the notice of the Bank.

i) Assist in the deposit mobilisation efforts by encouraging farmers to deposit their savings in the Bank.

j) To verify farm/farm machinery equipment, tractors, live stock etc. at stipulated intervals, in respect of Crop Loans and Term Loans irrespective of the loan amount.

k) Verify the progress in work in respect of term loans for farm development and furnish reports that the work executed is in accordance with the approved scheme(s) and as claimed by the borrower for the purpose of obtaining further disbursement.

l) To effect recoveries from farmers/small borrowers from their place of work/residence upto Rs.15,000/- . This duty is allotted to an Agricultural Assistant only after arrangements regarding fidelity and transit insurance are made by the Bank.

m) He is also entrusted with the usual clerical work whenever necessary

n) To survey villages falling under service area approach and prepare village/branch plans.

o) To assist and arrange for recovery of crop-loans, term loans, as per the recovery goals set for the branch/village assigned to him.

p) To assist and arrange for renewal of security documents in respect of loan amounts in villages assigned to him.

q) To assist in achieving business goals (agricultural segment) set for the branch/villages assigned to him.
The Agricultural Assistants may be provided with brief cases, with locking arrangements, at a cost not exceeding Rs.650/-, once in every 4 years, to carry the papers required in their work and cash collection from borrowers. (CDO:IR:2920 DTD. 19.08.1999)

21.3.4 Duties of stenographer

a) To provide secretarial assistance

b) Checking of vouchers, drafts, pay-orders, Banker’s cheques, schedules, advices, pass books, statement of accounts, books of accounts and interest, exchange, discount, commission, brokerage, returns, statements, calculation and initialling them for accuracy/correctness.

c) Checking of day books/computer printouts pertaining to Savings Bank, Recurring Deposit/Janata Deposit, Term Deposit Accounts.

d) Checking of balance books pertaining to Current Account/Savings Bank and Cash Credit Accounts.

Note:

Members of clerical staff working in special allowance carrying posts shall also perform their respective substantive cadre duties as per administrative requirements. (CDO:IR:6603 DTD. 14.3.2000)

21.3.5 Duties of Senior Stenographers and Special Stenographers

(e-circular CDO/P&HR/IR/66/2006-07 dated 09/02/2007

Besides taking dictation in shorthand and/or type letters, statements etc., their duties will include:

a) Proper filing of the paper.
b) Taking out buffs and proper keeping.
c) Making relevant notings on letters.
d) Drafting replies.
e) Preparing reminders.
f) Follow-up of the pending matters with Circles/other establishments.
g) Data collection, Data compilation, analysis of data.
h) Putting up consolidated position to the higher officials.
i) Entry of inward dak.
j) Maintenance of leave record/initialling on the leave balance.
k) Maintaining files, folders, other registers etc.
l) Attending to visitors.
m) Perform the duties of Assistants if required.
n) To provide secretarial support.

Other duties as mentioned vide Corporate Centre letter No.O&M/5291 dated 13th September 1990.

21.3.6 Duties of Telephone Operators

(O&M 5291 Dt.13.09.1990)

Any clerical duties or duties of receptionist in addition to the normal duties of Telephone Operators.
21.3.7 Duties of clerical/cash department staff (other than those) receiving special allowance

The following would be treated, inter alia, as normal duties of the clerical and cash department staff:

i) Acknowledging inward local dak:

Letters, etc., delivered over the counter, after a prima facie scrutiny regarding enclosures, etc. should be serially numbered (using a numbering machine, if necessary) by the counter clerk. He should acknowledge the letter over his signature with the branch date stamp either on the duplicate of the letter, if desired by the tenderer, or by an acknowledgement card (COS 154). After acknowledgement, the particulars of the letter should be entered in the inward mail register. All letters of complaint should be entered in the complaints register. The Branch Manager/Manager of the Division should verify the entries in these registers and arrange for the disposal of the letters as per extant instructions.

ii) Issue of cheque books by ledger keepers and/or specially authorised employees, without reference to an officer:

A ledger keeper or any other clerical employee will be specially authorised by the Branch Manager and made responsible for the issue of cheque books. The officer authorised to hold custody of cheque books should, at the beginning of the each day, arrange to issue to the concerned clerk a few blank cheque books, depending on the daily requirements, against his acknowledgement in the security forms issued books. These cheque books should be held by the clerk securely in his own custody. He should make the appropriate entries in the cheque books register under his own initials and also follow the other instructions for the issue of cheque books as indicated in paragraphs 8 to 12, chapter 2, Volume II of the Book of Instructions. In particular, he should take care to verify the signature on the requisition slip unless he knows the customer personally. At the end of the day, the unissued cheque books should be returned by him to the authorised officer against the latter's acknowledgement. The officer should verify them and ensure that the residual forms and the blank requisition slips in the unissued cheque books are returned to him. The officer should also cross check the cheque books consumed during the day against those shown as issued in the cheque book register, as well as the relative requisition slips.

iii) Preparation and signing of the following routine printed advices to the constituents/banks etc. as maybe authorised by the Bank from time to time, pertaining to the desk of the employee concerned:

a) Advice of cheque book issued (COS 34)
b) Various acknowledgement letters (COS 154, COS 74, COS 75, COS 76, COS 174, COS 155)
c) Advice of term deposit due to mature (COS 88)
d) Term deposit forwarding letter (COS 87, COS 97)
e) Term deposit renewal advice (COS 118)
f) Forwarding of proceeds of bills collected (COS 92)
g) Draft forwarding letter (COS 91)
h) Advice of overdrawn account (COS 86)
i) Savings bank pass book forwarding advice (COS 371)
j) Advice to drawer of bill remaining unpaid (COS 5)
k) Advice to drawer about due date of bill (COS 64)
iv) Preparation and signing of the following debit/credit advices (on the Bank’s standard forms) by ledger keepers for amounts upto Rs.2,000/- in respect of accounts pertaining to their desks:

a) General debit/credit advice (COS 72)
b) Advice of account debited on account of issue of draft (COS 27)
c) Advice of account debited on account of issue of money order (COS 113)
d) Advice of account debited on account of effecting a remittance (COS 114).
e) Debit advice on account of interest applied on overdraft (COS 115)
f) Debit advice on account of interest applied on demand loan (COS 226)
g) Advice of remittance received for credit of account (COS 73)
h) Advice of credit to Savings Bank Account (COS 168)
i) Credit advice on account of interest on securities realised (COS. 62)

v) Ensuring proper contents in covers and envelopes including registered ones, before despatch. This responsibility will be that of the clerk at the despatch desk who prepares the cover.

vi) Issue of cash receipts (Bank as well as Government) upto Rs.3000/- by cash department staff:

Credit vouchers, government challans, etc. tendered with cash should be entered in the cashier’s receipt scroll by the receiving cashier who should number them with scroll numbers, sign against them in token of their having been entered in the scroll and brand them with the cash received date stamp. Where receipt vouchers for amounts not exceeding Rs.3000/- are accompanied by counterfoils, the receiving cashier should sign the counterfoils, brand them with the cash received date stamp and hand over the counterfoils to the depositors immediately. In the case of Government receipt challans for value not exceeding Rs.3000/- the depositor’s copies should be signed in full and other copies should be initialled by the cashier. The receipt scroll and the vouchers should thereafter be sent to the Cash Officer/Deputy Head Cashier who will proceed as per extant instructions. Cash receipts which exceed Rs.3000/- should continue to be dealt with as per extant instructions.

v) All members of clerical staff will be required to undertake sales promotion and in connection therewith, shall have to call on existing and prospective customers for delivery of Bank’s/its Subsidiaries’ products, offer advisory services in investment, wealth management, taxation, etc.

Note:

i) The duties mentioned in items (ii), (iii) and (iv) above should be entrusted only to confirmed employees of the clerical/cash department.

ii) All employees in the clerical cadre should be given, at reasonable intervals, change of duties to enable them to equip themselves with full knowledge of banking operations and to discharge their duties efficiently.

Cashiers

Cashiers, in addition to their other duties, should also perform the following duties, as and when called upon to do so:

i) Collection and delivery of insured post from/at Post Office and collection of registered articles from Post Office;
ii) Counting of cheque books and other security forms;

iii) Treasury collections which do not involve cash transactions;

iv) Presenting hundies for acceptance:

v) Enquiring about the arrival of parcels from Post Office/Railway Parcel Office:

vi) Presentation of securities at Treasuries.

vii) Collection of pension bills

viii) Work relating to consolidation of cash at the branch.

21.3.8 Recordkeepers-cum-cashiers / Record Keepers/Cashiers

i) Sorting and keeping of vouchers, indexing and maintenance of records, supply of records as per requisition.

ii) Arranging for periodical destruction of old vouchers and old records.

iii) Maintenance of records of stationery, distribution and control over the stock thereof.

iv) Indexing circulars/memoranda and maintenance of files.

v) Supply of files and records on proper requisition.

vi) Separating paid cheques/inspection vouchers.

vii) Arranging for keeping of records dust-free, free from rain water and bringing to the Branch Manager's notice presence of white ants, electric faults etc.

viii) Maintenance of various statistical books such as Treasury Pass Books, Schedule Books, Average Figure Book etc.

In addition to above, record-keepers promoted under the 8 year channel from the subordinate cadre may be asked to perform certain simple clerical duties that may be entrusted to them is as under:

a) Preparation of Branch Clearing General Account lists and advices

b) Writing of local delivery book

c) Despatch

Due to changes in the Bank's systems and procedures relating to sanction of advances and bill business work, the need for positions of Godown keeper, bill collector and only cashier was no longer felt. Therefore, the employees promoted from subordinate cadre under 8 year channel, will be designated as “record keeper-cum-cashier” and they shall perform duties in cash department also. Existing employees promoted under 8 year channel have been given the option for redesignation as record keeper-cum-cashier. On exercising the option, they will, in addition to their existing duties, perform such other duties in the cash department as may be assigned to them.
21.3.9 Senior Record keepers-cum-cashiers / Record Keepers/Cashiers
(e-circular CDO/P&HR/IR/66/2006-07 dated 09/02/2007)

(i) Besides existing duties they will also perform following duties :-
(ii) Marketing of Bank’s and its subsidiaries products
(iii) Recoveries.
(iv) Deposit mobilisation.
(v) Working in enquiry counter as Grahak Mitra.
(vi) Member of outward sales force, Multiple Product Sales Force, RACPC, SMECC, CAC, CPPC and other initiatives.
(vii) Receipt of inward dak.
(viii) Despatch.
(ix) Writing of local delivery book.
(x) Sort and keep vouchers, index and maintain records and supply records as per requisition;
(xi) Arrange for periodical destruction of old vouchers and old records;
(xii) Maintain records of stationery, distribute stationery and keep control over the stock thereof;
(xiii) Index circulars/memoranda and maintain files thereof;
(xiv) Supply files and records on proper requisition;
(xv) Separate paid cheque/inspection vouchers;
(xvi) Arrange for keeping the records free from dust, rain and water and bring to the Branch Manager’s notice, presence of white ants, electric faults etc.; and also
(xvii) Perform clerical duties of his cadre as and when required.
(xviii) Updation of pass books whenever entrusted.

21.3.10 Duties and functions of control room operators

i) Control Room shall be manned by Control Room Operators round the clock in shifts.

ii) He will report for duty in shift as per the duty roster issued by the fire officer every month. He will record his arrival/departure in the register kept for the purpose.

iii) He is responsible to test and operate the Public Address system, Smoke Detector Panels, Fire Alarm Panels and inform the maintenance staff of any malfunctions.

iv) In case of fire alarm, he will take action under the instructions of Fire Officer/Asst. Security Officer/any other authorised officer of the respective shift. He will take appropriate action by sending the Bank Guard Fireman on duty to attend the alarm.

v) In case the Asst. Security Officer is not on duty, he will take full charge of the control room.

vi) He will maintain log book of his activities during the course of his duty. He will put up his log book to Asst. Security Officer of his shift.

vii) If any point requires immediate attention of Fire Officer, he will bring such point(s) to the notice of Fire Officer, through Asst. Security Officer in the shift. For any emergency, he will contact Fire Officer depending upon the time of occurrence.

viii) He will check up the musters of his shift and record therein if any person is ‘on leave’, ‘absent’ or otherwise. This will be put up to Asst. Security Officer for his information/necessary action.
ix) He will maintain the leave records of the Security Guards Firemen in his shift and put up for signature of Asst. Security Officer in his shift.

x) For any fault/repairs of equipment in the Control Room, he will report to the Asst. Security Officer in the shift, who will report to the Maintenance Engineer for necessary action.

xi) In case of fire, the control room operator will man the control room and inform the Fire Brigade on the (hot) direct telephone line. He will also inform the Circle Security Officer/Estate Manager/Office Manager.

xii) At the time of assuming his duty the control room operator will

(a) Test Smoke Detector Panels,
(b) Test Push button panels,
(c) Test the dampers,
(d) He will get the fire pumps, Diesel Generator started manually by the Maintenance staff and record in the register kept for the purpose.

xiii) He will carry out all actions given in 'Fire Drill' at the time of alarm and drills.

xiv) He will send the details of Smoke Detectors that may have been actuated/given alarm/developed defects to the Fire Officer and Maintenance Engineer and ensure rectification.

xv) He will attend to only those defects in panels as authorised by Maintenance Engineer. Major defects will be attended to by Maintenance Staff only. However, the defects, if any, will be recorded in the log book and brought to the notice of relieving operator.

xvi) He will inspect the battery room and see that all the equipment there are working properly.

xvii) Any other duties pertaining to the Control Room that may be assigned to him from time to time by the Security/Fire Officer.

21.4 Duties of Subordinate staff

i) Members of subordinate staff working in special allowance carrying position (viz. Jamadar/Daffedar/Duftary etc.) shall perform the primary duties of their cadre in addition to the duties of a messenger.

ii) Where there is no post of a duftary, messenger’s duties shall include filing, stitching and stamping etc.

iii) Members of subordinate staff should wear the Bank’s uniform while on duty and discharge their duties diligently and sincerely.

iv) The provisions of the Memorandum of Settlement dated 12th April 1999 on career progression for performance of duties as detailed in para 21.2 above are applicable to employees in subordinate cadre also.

v) Consequent on the Bank’s decision to take up rural banking as one of the main strategic area of its operations, greater involvement of workmen staff particularly those working in subordinate category at branches/offices of the Bank is necessary. In this regard, the earlier scheme of the Bank to empower messengers to do value added services assumes significance. Accordingly, the initiative undertaken in the past has to be scaled up and now messengers on selective
basis as per existing guidelines in vogue on the subject should undertake field work to develop mass contact with customers: new and existing both.

vi) Other members of subordinate staff will also be useful by virtue of their local contacts in bringing new business and helping in recovery of NPAs etc. Therefore, all section of subordinate staff will be utilised for this purpose.

21.4.1 Duties of armed guards/watchmen

Duties of the Security Guard

The Security Guard is the person who has to ultimately carry out and implement the security instructions issued to the branches. The foiling of robbery/dacoity and apprehension of the culprits will essentially depend upon the alertness shown by him and his mental preparedness. He shall be responsible for the following.

(1) He shall work under the general supervision and control of the Branch Manager.

(2) He shall perform diligently all such lawful duties as may be assigned to him by his Branch Manager/Security Officer or his superiors.

(3) He shall be fully conversant with the standing instructions about his duties and responsibilities, with special reference to his area of jurisdiction, layout of the building, telephone numbers of Security Officers/Branch Manager/Asstt. General Manager/Fire Brigade and the Police, to enable him to inform these officials in case of any eventuality.

(4) The guard(s) will report for duty well groomed and properly dressed prior to the actual commencement of his their duties. He/they will not divest themselves of the uniform or accoutrements at any time during their period of duty. Proper handing/taking over and briefing will be carried out. The guard will always be punctual for duty and will ascertain from the guard off duty whether any special instructions have been given or any deviation in security from normal has taken place warranting more than normal vigilance and attention.

(5) The armed guard will be on duty with a gun and 10 cartridges. He must exercise proper care while handling the gun and must keep he gun loaded at all times.

(6) The guard will check the gun and cartridges for their serviceability/ correctness before taking them over from the previous guard. He will enter any defect(s) observed at the time of taking over in the guard duty book. The guards will clean and oil the gun(s) every day and keep the gun(s) clean and free from rust. While handling the gun in course of their duties or otherwise the guards should also ensure that no damage to the gun takes place. The defect(s) of the gun(s), if any, noticed by the guard will be brought to the notice of the Branch Manager at the first available opportunity.

(7) The armed guard will carry a gun and ammunition at all times while on duty. Under no circumstances, will he leave them unattended.

(8) The guard will ensure that cartridges issued to him do not get wet. The base of the cartridge including the percussion cap and cartridge case tube should not be damaged under any circumstances. The cartridges should be cleaned daily with a dry cloth. Oil should not be applied to any part of the cartridges.
(9) Each guard assuming duty after working hours and on holidays will examine all
doors/windows and locks and satisfy himself that these are properly secured/locked.
He will also examine the Strong Room, Safe Deposit Locker Room doors and all safes
in the Bank and ensure that these are locked/secured during non-working hours. He
will record in the guard duty book any variations from the above points.

(10) The guard on watch will not leave his post until he is properly relieved/ instructed
specifically to leave by the Branch Manager/authorised officer(s). At branches where
more than one guard is provided, the duty hours of the guard should be so organised
that he performs a total of 8 hours duty in a day.

(11) The guards must be alert and vigilant at all times.

(12) He shall guard and protect all assets of the branch and its building.

(13) The guards are advised not to accept food or drink from stranger(s) at any time, but,
particularly, just before commencement of duty.

(14) He will not allow entry into the Banking Hall of any person(s) who are carrying arms
except the armed forces personnel and the policemen in uniform whilst on duty. Any
other person(s) carrying arms will only be allowed entry after obtaining prior
permission of the Branch Manager.

(15) He will not allow Bank's property like furniture/typewriters, equipment etc. to be taken
out without proper authority. Bank's property like bicycles etc. which the staff are to
use in the performance of their duties are not subject to this check during working
hours.

(16) If posted on the gate/entrance, he must carefully observe all persons
entering/leaving the premises.

(17) He shall be polite and courteous, yet firm in his dealings with the public. He shall
exercise restraint and avoid being provoked.

(18) He will keep under observation any person peculiarly dressed or carrying large
bags/brief case etc.

(19) When on duty at the strong room he must carefully examine every aspect of security
of the strong room and in case of any discrepancy he shall immediately bring it to the
notice of his superiors.

(20) While at the gate, he shall ensure proper access control as per instructions on the
subject, to prevent unauthorised entry.

(21) He shall keep a close watch inside and outside the branch and in case of any
anticipated/existing risk/suspicion, he shall immediately take appropriate action as
warranted and also report the matter to his superiors.

(22) When on patrol duty, the security guard shall be vigilant and alert and carefully
search all such places which seem suspicious and where criminals can hide.

(23) When two guards are performing duties at a time they should give coverage to each
other.

(24) No constituent/unauthorised person(s) should be permitted entry into the Cash
Department enclosures except with the express permission of the Cash Officer. No
unauthorised person(s) will be allowed to approach towards strong room and cash counters.

(25) No unauthorised person(s) should enter into the Branch after close of banking hours without the approval of the Branch Manager/authorised official(s).

(26) After office hours, the guard on duty will patrol branch premises in such a way that the strong room/safe deposit lockers room are not out of sight for period longer than is necessary.

(27) The guard on duty should not allow any persons except the Bank guards of the branch to stay in the branch premises after the day's work is completed. However, where it becomes necessary for a member of staff or Reserve Bank of India potdar to stay on the Branch premises, the guard on duty may allow them to stay with the prior and specific permission of the Branch Manager. Staff may, however, use the staff recreation room upto stipulated time after working hours.

(28) During non-working hours and on Sundays, no one will be allowed entry into the branch except the Branch Manager and the person(s) in possession of a written permission of the Branch Manager. The admission should be allowed after a thorough scrutiny of the authority letter by the guard. Circle Security Officer/Asstt. Security Officers who have been empowered to carry out surprise checks before/after working hours at odd hours of day and night and on Sundays/holidays will however be allowed entry on production of a letter of authority/identity card. Under no circumstances will a door be opened unless the guard is satisfied about the person(s) wishing to enter. All such visits will be recorded in the Visitors Book.

(29) In case of a security alarm being raised he will close the gate(s).

(30) He shall be thoroughly conversant with the security standing orders, shooting orders and other orders issued from time to time on matters covering security duties of the branch.

(31) He should be thoroughly conversant with the location of fire alarm and hydrants, their use and the places where fire extinguishers are kept and take prompt action in case of fire.

(32) The guard will immediately report any defects observed in the fire extinguishers e.g. leakage, formation of greenish deposits in or around the plunger to the Branch Manager.

(33) The guard should know the location of the main switch board/fire hydrants and any other source of water in the vicinity of the Branch i.e. tank, river, well, etc.

(34) Extend all help to the Fire Brigade on arrival.

(35) He should be fully conversant with the use of fire fighting equipment in the branch.

(36) He should be fully conversant with photographs of criminals/suspects available in the rogues' gallery if available from the police.

(37) He should be fully conversant with the sequence of action to be taken in the following situations inter alia:-

a) Burglary
b) Dacoity
c) Demonstration
d) Hold ups
e) Procession/Morcha
f) Robbery
g) Squatting ("Dharna")
h) Theft
i) Gherao

(38) The guard(s) must know the residential telephone number of the Branch Manager and of the concerned Police and Fire Stations. In case the Branch Manager does not have a residential telephone, then a nearby telephone number if available, of the Branch Manager and/or supervising staff must be known to the guard. These telephone numbers should be displayed near the telephone. In addition, he should know the residential telephone numbers of Administrative Officer and Asstt. General Manager whom he should contact in an emergency if located in the same station, provided the Branch Manager does not have a residential telephone or is not available at that number during the period of emergency.

(39) The guard must know the exact address and location of the concerned Police Station, Fire Station and the Branch Manager's/Accountant's residence.

(40) In case of any untoward incident, the guard will

a) Raise the alarm.
b) Close the entrance(s).
c) Inform/arrange to inform the Branch Manager, Police Station/Fire Station.
d) Use all means at his disposal to thwart the action of miscreant(s) and, if possible, try to capture him/them.
e) All off-duty guards present in the Branch Premises will take up alarm position(s) and make all efforts to thwart/capture the miscreant(s). Additional weapons in the branch will also be used.
f) The guard is not especially authorised to fire the gun in an emergency unlike police. However he should use his arms in accordance with Sec.96 I.P.C. to Sec.106 I.P.C. and observe due precautions to avoid injury to the staff in case arms have to be used.

(41) The guards will acquaint themselves with the use of existing alarm system(s) of the Branch, whether the alarm system is electrically/battery operated. The position of all operating switches must be known to the guards.

(42) While deployed at the strong room/currency chest, he will not move away from his post under any circumstances specially when the strong room is opened.

(43) While at the strong room/currency chest duty, he will ensure that only authorised persons are allowed to open the strong room and that too, during the working hours.

(44) He will not permit movement/loitering of any unauthorised person in the close proximity of the strong room.
(45) He will make a note of any suspicious movement in the vicinity of the strong room and apprise the Branch Manager/Security Officer.

(46) While at the strong room duty, he will ensure before leaving, that all the doors are property locked and the electrical current is shut off.

(47) While on patrol he will perform the following duties:-

a) Carry out surveillance of the premises.

b) Prevent use of premises by squatters, hawkers or undesirable characters.

c) Prevent misuse of premises for unsocial activities by public or bank staff.

d) Check points and stretches not visible from the static point duty guard.

e) Assist the static point duty guards.

f) Open and close unmanned gates in an emergency.

g) Deal with untoward incidents.

h) Keep a close watch over the building and other property, against attempts of arson or accidental fire and take action as per the branch standing fire fighting orders.

(48) In addition to the above, the Havaldar will ensure proper cleanliness, oiling and maintenance of the arms and ammunition and report the same to the Branch Manager. He will control, supervise, check and guide the guards in course of their duties. He will also brief the guards about their duties twice a week regularly. He will ensure that the gun cleaning materials are available at all times.

(49) When remittances are being received/despatched, the guard(s) must be more vigilant and observant. He must keep a careful watch on all persons in the Banking Hall and outside as far as possible. He should raise the alarm even on suspicion.

(50) While escorting remittances, the following action will be taken:-

a) Where a minimum of one armed guard and one other bank employee are required to escort the remittances, the gun[s] would be loaded but the safety catch would be in the safe position. Each guard will carry 10 serviceable cartridges, misfire cartridges will not be carried.

b) While taking out remittances from the branch, the guard[s] will not allow any obstruction to come in between the coolies carrying the remittances and the vehicle. In fact, he/they should secure the area in advance. If there are two or more guards, they should cover each other.

c) In transit, the guard must be alert and vigilant. He should establish, as far as possible, all round observation. In case, there are more than one guard, they should observe the opposite sides

d) During a stoppage enroute, the guard must get down and take up a suitable position outside in such a way that the entire area is covered effectively. In case there are more than one guard, they should establish an all round observation and protection. This is, however, not applicable during short halts due to traffic control.
(51) The guard on duty may also be called upon to carry out the following duties after office hours:

a) Receive telegrams and give receipt to the postal peon.

b) Allow the courier(s) appointed by the Bank to enter the branch after establishing his/their identity. He will check that the seals are intact before allowing the courier to insert the sealed packet(s) in a locked box placed for the purpose. After insertion of the packet, he will sign in the receipt book of the courier indicating that sealed packet(s) with seals intact have been inserted in the box in his presence. The box provided for this purpose should have an opening/slit through which the sealed packet(s) can be inserted but cannot be taken out. The box should be locked by the Branch Manager/authorised official who will retain the key.

c) The relief guard(s) will ensure that the box is properly locked before taking over duty. In case the lock is tampered, this will be recorded in the duty book and signed by both the outgoing and incoming guards, failing which it will be presumed that the lock was intact at the time of taking over.

d) Similarly, the courier(s) will be permitted to take delivery of sealed packet(s) from the branch. These sealed packet(s) will be kept in a locked box; the original key of the locked box will be retained by the Branch Manager/authorised official while the duplicate key will be in the possession of the courier. The guard will be responsible for obtaining the courier's signature in the receipt book, the particulars for which will be filled up by the branch staff, and to perform such other duties pertaining to security as entrusted to him from time to time by the Branch Manager/superiors.

21.4.2 Duties of sweepers/General Attendants

a) Primary duties of a sweeper (Since designated as General Attendants)

1. Daily sweeping, cleaning, swabbing, washing of floors, walls, pillars, public passages, compounds, ceilings, windows, doors, glasses, tables, counters, metal fittings etc.; in other words, all moveable and immovable assets on the Bank's premises/residences/compounds.

2. Daily cleaning (by application of disinfectants etc.) swabbing etc. of toilets, lavatories, drains, footpaths, spittoons, commodes, wash basins etc., so that all such facilities are kept in perfect sanitary conditions.

3. Regular removal of cobwebs and alien materials, such as unauthorised posters, written materials from walls etc. as directed by the appropriate authority.

4. Regular removal of sweepings, garbage, coal ash/burnt coal, from staff canteen/officers' lunch club/residences/guest houses and removal/cutting of grass from office/residence compounds.

5. Any such other related duties of menial/ messengerial staff as may be given by the controlling authority from time to time such as water boy/Cash Coolie/Hamal/Farrash etc.

b) Other conditions of service
1. As laid down in the Bipartite Agreement between the Bank and Staff Federation, the duty hours of sweepers may be split or given at a stretch as per the requirements of the Bank.

2. They are required to perform duties at any location/floor in the Bank’s buildings/residences as required by their controlling authority.

21.4.3 **Duties of 'firemen'**

a) He should report for duties punctually in full uniform.

b) He shall fight all kinds of fires that may break out in the buildings branches to which he is posted.

c) He shall be conversant with all the emergency equipment such as Diesel Generator, Fire Pumps, Fire Lifts, Wet Risers, Smoke & Fire Alarm Systems, Emergency Lights, Pressurisation systems, Fire Doors and Fire Dampers and Portable Extinguishers as also operate LT Electric isolating switches and alternate supply systems, whenever necessary. He shall be capable of carrying out ‘Lift Rescue’.

d) He shall submit himself to training whenever such training is being organised. He shall perform regular fire drills.

e) He shall carry/lift all fire fighting gear needed for drills/tests etc. and ensure these are kept back at their appointed places after due maintenance/drills/tests.

f) He shall inspect, and test the fire fighting equipment and supervise maintenance carried out by contractors, whenever such work is entrusted on a contract basis. He shall operate diesel generator, fire pumps and other systems at regular intervals to keep himself familiar with the operating procedures and also test the systems periodically.

g) He shall take beat rounds of the building to ensure that fire fighting equipment is in place and that no hazardous situations exist.

h) He shall undertake duties of demonstrations of fire fighting equipment during training of the bank staff.

i) Any other duty/duties entrusted to him by his controlling authority Asst. Security Officer etc.

21.4.4 **Duties of 'Senior Drivers/ Senior Head Drivers'**

Besides existing duties they will also perform following duties :-
Maintain and effect minor repairs of cars, not requiring a technician's skills.

(i) Cleanliness of vehicles.

(ii) Change of seat covers.

(iii) All messengerial work as and when required.
21.4.5 Duties of 'Head Electricians /Senior Head Electricians'

Besides existing duties they will also perform following duties:

(i) Carry out routine maintenance of electrical equipments.

(ii) Effect minor repairs to electrical fixtures and appliances.
21.5 JOB ROTATION

The Reserve Bank of India have directed that the internal control systems for prevention of frauds should be strengthened and periodical rotation of staff should be viewed as a integral part of the system. Therefore, it must be ensured that no employee is allowed to work at any particular counter/desk for a long time. The job rotation prevents any vested interest being developed but also afford an opportunity to the employees to get exposed to the working of the Bank in all areas and ensures a balanced growth in the organisation. In order to monitor the position with regard to the periodical exercise of job rotation, a "Branch Job Record sheet" detailing sequentially the job done by each clerk of the Branch should be maintained on the following lines:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of the Asstt.</th>
<th>Date of Job Performed</th>
<th>From</th>
<th>To</th>
<th>Joining</th>
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</tr>
</tbody>
</table>

The above master sheet should be prepared in duplicate. The original should be retained at the Branch for permanent record and reference, while the second copy should be sent to Controlling Authority for review at half yearly/yearly intervals. The record sheet should be made available for inspection to Branch Inspector, as also by the Asstt. General Manager (Region) during his visit.

21.6 RESTRICTIVE PRACTICES

21.6.1 Preamble-The IBA, AIBEA and NCBE are in full agreement that no efforts should be spared by them to ensure efficient, courteous and speedy customer service in the banking industry. With this common objective in view, some 'restrictive practices' were gone into jointly. The unions do not accept that there are any such practices. It is admitted by both sides that the details of situations or circumstances in which certain incidents might have taken place are not available and hence they cannot be gone into in detail. The unions, however, make it clear that it has never been the intention of the unions to indulge in any restrictive practices. The IBA concedes that in view of the size of the industry, there are difficulties in attaining perfection in the matter of control of the large work force and also of regulation and distribution of work at all the offices in the country. Both IBA and the unions agree that much depends on the climate that develops and the relations that are built at the various offices by mutual understanding and respect for each other's difficulties. Accordingly, the IBA, AIBEA and NCBE jointly express themselves on the issues as under

a) It is for the management to distribute the work equitably amongst the employees with a view to ensuring that every one has a full day's work. Adjustments would, however, become necessary in the day-to-day working of the offices and in the interest of smooth working, the workmen should carry out all reasonable orders of the local management. The workmen would, however, be free to take up with the management any genuine difficulty in this behalf. The question of fixing any arbitrary ceiling on quantum of work by the employees themselves does not, however, arise.
b) While the services of senior employees would generally be utilised on desks requiring experience and knowledge, no one should refuse to work on any desk in exigencies that may arise.

c) The allotment of ledger(s) to ledger keepers would depend on the number of transactions and the volume of work and not on the number of ledgers. Accordingly, it may be justifiable and necessary to allot more than one ledger whether in Current Account, Cash Credit, Demand Loan, etc.

d) Employees with double designation such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash.

e) Where volume of cash work is not heavy, a cashier may be required to work both as a Paying and Receiving Cashier.

f) Godown-keepers attached to branches may be required to perform clerical duties whenever they are free from godown work.

g) The system of checking payment made by an employee by another employee and of entrusting the job of issuing tokens exclusively to an employee, are prevailing only in certain banks at certain centres. The managements may decide on their own about the necessity of continuance or otherwise of these systems.

h) On special occasions it might be necessary to attend to cash transactions outside business hours. However, due care and caution should be exercised by managements in entertaining such late transactions; such late transactions should be duly authorised by a competent official.

i) Normally cash should be accepted/paid at the cash counter. But employees should accept/make payment of cash other than at cash counters under instructions from a competent official in special circumstances and in such cases the concerned employees would be granted immunity from attendant risks.

Further, any observance of any restrictive practice mentioned above shall constitute misconduct and delinquent employee shall be liable for disciplinary action for gross or minor misconduct depending upon the circumstances of each case. With a view to make all the employees aware of their duties and responsibilities vis-à-vis restrictive practices a list of restrictive practice is given at Annexure-21.1

k) The work of clerks posted in administrative offices includes drafting of letters, dealing with correspondence, etc. Similar work of a routine nature should also be performed by clerks posted in branches/departments and offices other than administrative offices.

l) The balancing of ledgers/registers and calculations of monthly products, interest, etc., should not be claimed as work to be necessarily and essentially performed only outside normal working hours.

m) An employee who is assigned special allowance duties must, subject to availability of time, also perform routine duties of his cadre. (Bipartite Settlement)
21.7 DUTY RELIEF TO OFFICE BEARERS OF AWARD STAFF UNION:

i. Full day relief to -
   a) President and Secretary of Staff Federation
   b) General Secretary of the Award Staff Union of the Circle

ii. Half day relief to one office bearer (usually Dy. General Secretary) of Award Staff Union at Zonal Office.

Office-bearers or activists of the Unions/Associations other than those covered by the above arrangement are not allowed relief from duty. If any other office-bearers or activists are enjoying the facility, the facility is to be discontinued and they are to be given a full day's work. For those, who do not perform a full day's work, the principle of "No work No pay" should be applied in conformity with extant instructions.
22.1 Code of discipline in industry

The code of discipline in Industry which was evolved by a special committee constituted as a sequel to the deliberations at the 15th session of the tripartite Indian Labour Conference, was accepted by the Bank and its employees' organisations on February 18, 1965, after certain provisions of the code were clarified by the Union Ministry of Labour, Indian Banks' Association and Exchange Banks' Association. Briefly the code consists of four parts. The first part emphasises the necessity for both sides to recognise their mutual responsibilities and rights for the maintenance of discipline. The second part enumerates the common obligations of both employers and workers. The third part sets forth the principles the managements have agreed and the fourth part states the principles to which the unions have subscribed.

22.1.1 Provisions of the code

The following are the provisions of the Code of Discipline in Industry and the clarifications accepted by the Bank and its employees' representatives.

I. To maintain discipline in industry (both in public and private sectors) there has to be -
   i) a just recognition by employers and workers of the rights and responsibilities of either party, as defined by the laws and agreements (including bipartite and tripartite agreements arrived at all levels from time to time) and
   ii) a proper and willing discharge by either party of its obligations consequent on such recognition.

The Central and State Governments, on their part, will arrange to examine and set right any shortcomings in the machinery they constitute for the administration of labour laws.

(Clarification: The provisions of labour enactments, awards and settlements which are legally binding shall override the provisions of the code).

II. To ensure better discipline in industry - Management and Union(s) agree -
   i) that no unilateral action should be taken in connection with any industrial matter and that disputes should be settled at appropriate levels.

(Clarification: The stipulation that no unilateral action should be taken in connection with any industrial matter does not mean that the management will have to be sitting in consultation with representatives of labour in regard to every small matter. It means that in an industrial matter which affects the larger interests of the workers, action should not be taken without notice or consultation. While it is not necessary to define precisely what is meant by an industrial matter, the fourth schedule of the Industrial Disputes Act itself indicates certain broad points on which prior notice or consultation is indicated).
ii) that the existing machinery for settlement of disputes should be utilised with the utmost expedition;

iii) that there should be no strike or lock-out without notice.

(Clarification : There should be no strike or lock-out without giving a notice of 14 days)

iv) that affirming their faith in democratic principles, they bind themselves to settle all future differences, disputes and grievances by mutual negotiation, conciliation and voluntary arbitration;

v) that neither party will have recourse to

(1) coercion
(2) intimidation
(3) victimisation
(4) go-slow;

(Clarification : Coercion will include personal vilification)

vi) that they will avoid-

(1) litigation
(2) sit-down and stay-in strikes and lock-outs;

(Clarification : Sit-down and stay-in-strike will include pen down strike also).

(vii) That they will promote constructive co-operation between their representatives at all levels and as between workers themselves and abide by the spirit of agreements mutually entered into;

(viii) That they will establish upon a mutually agreed basis a grievance procedure which will ensure a speedy and full investigation leading to settlement;

(Clarification : Where in an establishment there is an existing procedure which ensures speedy and full investigations and settlement of grievances, such procedure be continued and it would not be necessary to substitute the Model Procedure in its place)

(ix) that they will abide by various stages in the grievance procedure and take no arbitrary action which would by-pass this procedure and

(x) that they will educate the management personnel and workers regarding their obligations to each other.

III. Management agree

(i) not to increase work-loads unless agreed upon or settled otherwise;

(Clarification : Settlement of workloads by reference to adjudication is covered by the words "settled otherwise in the existing clause; moreover, a decision of the Tribunal or any other legal body will always override the provisions of the Code. This does not preclude a temporary allocation of work of sporadic nature to meet exigencies or emergencies due to heavy rush on certain occasions).
(ii) Not to support or encourage any unfair labour practice such as

(a) interference with the right of employees to enrol or continue as union members;

(b) discrimination, restraint or coercion against any employee because of recognised activity of trade unions and

(c) victimisation of any employee and abuse of authority in any form;

(iii) to take prompt action for -

(a) settlement of grievances and

(b) implementation of settlements, awards, decisions and orders;

(iv) to display in conspicuous places in the undertaking the provisions of this Code in the local language(s):

(v) to distinguish between actions justifying immediate discharge and those where discharge must be preceded by warning, reprimand, suspension or some other form of disciplinary action and to arrange that all such disciplinary action should be subject to an appeal through normal grievance procedure;

(Clarification : Where the normal existing procedure in an establishment provides for such matters, the existing procedure can continue).

(This does not apply to the bank as the entire matter of disciplinary action is governed by Sastri Award/Desai Award/Bipartite Settlements).

(vi) to take appropriate disciplinary action against officers and members in cases where enquiries reveal that they were responsible for precipitating action by workers leading to indiscipline; and

(Clarification : It is for the managements and the unions to decide when their respective obligations under this Clause arise).

(vii) to recognise the union in accordance with the criteria evolved at the 16th session of the Indian Labour Conference held in May 1958.

(Clarification : The criteria for Recognition of Union will govern recognition of unions in the State Bank of India subject to the following clarifications with regard to clauses b, c & f of criteria for recognition of unions.

(a) The State Bank of India would recognise a Union/Federation which represents majority of its employees on an All-India basis provided it has a membership of at least 25% of the employees of the Bank. This Union/Federation would be called the Representative Union/Federation and it will have the right to deal with matters of All-India interest like general questions concerning the terms of employment and conditions of service of the employees of the Bank.

(b) Similarly the Bank will recognise a Union operating in a Circle representing the majority of its employees in the Circle provided it has a membership of at least 25% of the employees of that Circle. This Union will be called a Representative Union of the Circle and will deal with matters relating to that Circle not having any All-India bearing.)
(c) The Representative Union/Federation would have the right to represent the employees in all the offices of the Bank, but if another union has a membership of more than 50% of the employees in the offices of a city or a branch it would have the right to deal with matters of purely local interest pertaining to that city or branch, as the case may be.

IV. Union(s) agree

(i) not to engage in any form of physical duress;

(ii) not to permit demonstrations which are not peaceful and not to permit rowdyism in demonstration;

(iii) that their members will not engage in or cause other employees to engage in any union activity during working hours, unless as provided by law, agreement or practices;

(iv) to discourage unfair labour practices such as

(1) negligence of duty
(2) careless operation
(3) damage to property
(4) interference with or disturbance to normal work and
(5) insubordination;

(v) to take prompt action to implement awards, agreements, settlements and decisions;

(vi) to display in conspicuous places in the union offices, the provisions of this Code in the local language(s); and

(vii) to express disapproval and to take appropriate action against office bearers and members for indulging in action against the spirit of this Code.

(Clarification: It is for the managements and the unions to decide when their respective obligations under this clause arise).

22.1.2 Salient features of the code

i) Object of the code

The code is intended to ensure better discipline in industry. The principles laid down in the code to promote industrial peace are based on just recognition by employers and workers of the rights and responsibilities of either party. The code is not, as it cannot obviously be, in supersession of any provision(s) of law, agreement or award.

ii) Changes in respect of industrial matters

Clause ii (b (i)) of the code provides that no unilateral action shall be taken on any "Industrial Matter". The disputes should be settled at appropriate levels. An "Industrial Matter" will not, however, include every minor issue. This provision refers chiefly to matters which affect the larger interest of the workers, especially the issues enumerated in the fourth schedule of the Industrial Disputes Act. These matters are as under:

(a) Wages including the period and mode of payment.
(b) Contribution paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workmen under any law for the time being in force.

(c) Compensatory and other allowances.

(d) Hours of work and rest intervals.

(e) Leave with wages and holidays.

(f) Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders.

(g) Classification by grades.

(h) Withdrawal of any customary concession or privilege or change in usage.

(i) Introduction of new rules in discipline, or alteration of existing rules, except in so far as they are provided in standing orders.

(j) Rationalisation, standardisation or improvement of plant or technique which is likely to lead to retrenchment of workmen.

(k) Any increase or reduction (other than casual) in the number of persons employed or to be employed in any occupation or process or department or shift, not due to forced matters.

Such of the above matters as are not covered by the Joint Consultation Scheme will be required to be discussed and agreed to in bipartite meeting with the representatives of the recognised unions. The existing machinery for settlement of disputes has, however, not been superseded. As a matter of fact, it has been specifically provided (vide clause II(ii) of the Code) that the existing machinery should be utilised with utmost expedition. Accordingly, it is to be ensured that undue delay does not occur in the disposal of representations from recognised unions and prompt action is taken in all matters brought to the notice by the staff union.

iii) No Strikes or Lock-outs

Clause II (iii) of the Code provides that there should be no strike or lock-out without notice, while clauses II (v) and (vi) lay down that neither party will have recourse to -

(a) Coercion (including personal vilification)

(b) Intimidation

(c) Victimisation or

(d) Go-slow and that both the parties agree to avoid

(1) litigation

(2) sit down and stay-in strikes (including pen-down strikes) and

(3) lock-outs
In regard to strike or lock-out it has also been clarified that in case either party decides to have recourse to these methods, it will be required to give 14 days’ notice thereof and accordingly the protection of notice available to a ‘Public Utility Concern’ will be available even without banks being declared as such by Government.

iv) Settlement of differences

An important feature that clause II(iv) of the Code provides is that, all future differences, disputes and grievances should be settled by mutual negotiation, conciliation and voluntary arbitration. Accordingly, readiness to refer disputes to arbitration would appear to be an important requirement of the Code and avoiding references to arbitration can be resorted to only in cases where it is felt that for some reason or other adjudication would be preferable, such reasons being, the creation of new rights having wide repercussions or those involving large financial stakes. In accordance with the procedure, the reasons for refusal to agree to arbitration have to be fully explained by the party concerned in each case and the matter will have to be brought up for consideration before the Implementation Machinery created by the Government in this regard.

v) Mutual Goodwill and Co-operation

Clause II (vii) of the Code provides that the Management and the Unions will promote constructive co-operation between themselves at all levels and abide by the spirit of agreements mutually entered into. To achieve this, the Bank has already made a beginning by evolving a suitable “Joint Consultation Procedure” and also agreeing to discuss in bipartite conference matters not covered by the Procedure.

vi) Grievance Procedure

Clause II (viii) of the Code requires that a Grievance Procedure, on mutually agreed basis, should be established so as to ensure a speedy settlement of grievances after full investigation. A Model Grievance Procedure has also been prepared by the Government. It has, however, been clarified that where there is an existing procedure in an establishment which ensures speedy investigation and settlement of grievances, such procedure could be continued and it would not be necessary to substitute the Model Grievance Procedure in its place. A Grievance Procedure on the lines of the Model Procedure has been setup in the Bank which has been given in Chapter 25 of this Reference Book.

vii) Educating the Management Personnel and Workers on the obligation of the Code

Clause II (ix) of the Code provides that the management personnel and workers should be educated on the obligations to each other.

viii) Increase of Work-loads

Clause III (i) of the Code provides that work-loads should not be increased unless agreed upon or settled otherwise. This clause has been clarified that the settlement of work-loads by reference to adjudication is covered by the words “settled otherwise” in the existing clause; moreover, a decision of the Tribunal or any other legal body will always over-ride the provisions of the Code. This, however, will not preclude the Management from making temporary allocations of work of a sporadic nature to meet exigencies or emergencies due to heavy rush on certain occasions.

ix) Unfair Labour Practice
The contents of Clause III (ii), (iii) and (vi) of the Code should be strictly adhered to.
The clause (vi) has been further clarified to mean that it is for the Management and
the union to decide when their respective obligation under that clause arises.

x) Publicity for the Code

Clause III (iv) of the Code provides for display, in conspicuous places in the
undertaking, of the provisions of the Code in the local languages.

xi) Disciplinary Action

Clause III (v) of the Code enjoins upon the Management "to distinguish between
actions justifying immediate discharge and those where discharge must be preceded
by a warning, reprimand, suspension or some other form of disciplinary action and to
arrange that all such disciplinary action should be subject to an appeal through
normal grievance procedure".

This clause would not apply to the bank as the entire matter of disciplinary action is
governed by the Desai Award and bipartite agreements and the Government have
clarified that where the normal existing procedure in an establishment provides for
such matters, the existing procedure can continue.

22.1.3 Implementation of the Code of Discipline

Implementation machineries exist at the Centre and in all States for implementing the
code of discipline. As Banking is a Central subject, the implementation machinery at
the Centre will be the appropriate authority and any complaint regarding a breach
of the code can be made to that authority by either party. If at any time it is
considered that a breach, if any, of the code by the employees should be taken up
with the implementation machinery, the details of such a breach should be advised
to the Controlling Authority to enable them to consider the question of referring it to
the appropriate authority.

22.2 Recognition of Unions

Clause III(vii) of the code lays down the criteria for recognition of Unions.

22.2.1 Policy for recognition of union

(a) The Bank's policy of recognition of Unions is based strictly on the provisions of the
Code of Discipline, as accepted by the Bank and its Unions and the procedure that is
followed in this regard is well indicated in Clause III, Sub clause (vii) of the Code read
with the Annexure thereto and the clarifications agreed to in respect thereof.

(b) Branch Managers and other officers including the heads of the department at
the Local Head Office should not have any discussion with the office-bearers or
representatives of any non-recognised Union except, of course, when any such
person seeks a meeting with the official concerned to present his own grievances by
coming through the proper channel and in accordance with the accepted
procedure.
As it is necessary for all employees to have a clear idea of the Bank's attitude in the matter of recognition of union, notice as per drafts in Annexure 22.1 should be exhibited at the Branch. In addition to the English versions, translation(s) of the notices in the regional language(s) should also be displayed like wise. Annexure 22.1(a)

22.2.2 **Criteria for recognition of unions**

i) Where there is more than one union, a union claiming recognition should have been functioning for at least one year after registration. Where there is only one union, this condition would not apply.

ii) The membership of the union should cover at least 15% of the workers in the establishment concerned. Membership would be counted only of those who had paid their subscription for at least three months during the period of six months immediately preceding the reckoning.

iii) A union may claim to be recognised as a representative union for an industry in a local area if it has a membership of at least 25% of the workers' of that industry in that area.

iv) When a union has been recognised, there should be no change in its position for a period of two years.

v) Where there are several unions in an industry or establishment, the one with the largest membership should be recognised.

vi) A representative union for an industry in an area should have the right to represent the workers in all the establishments in the industry, but if a union of workers in a particular establishment has a membership of fifty percent or more of the workers of that establishment, it should have the right to deal with matters of purely local interest such as the handling of grievances pertaining to its own members. All other workers who are not members of that union might either operate though the representative union for the industry or seek redress directly.

vii) In the case of trade union federations which are not affiliated to any of the four central organisations of labour, the question of recognition would have to be dealt with separately.

viii) Only unions which observe the Code of Discipline would be entitled to recognition.

Note: See clarification to Clause III (vii) of the Code of Discipline in Industry.

22.2.3 **Rival union**

i) The Bank's policy of recognition of Unions has to be based strictly on the provisions of the Code of Discipline as accepted by the Bank and its Unions. The procedure that is to be followed for the recognition of unions in the Bank is indicated in Clause III, subclause (vii) of the Code read with the clarifications agreed to in respect thereof.

ii) Branch Managers and other officers, including the heads of departments at the Local Head Office should not have any discussions with the office bearers or representatives of any non-recognised union except of course, when any such person seeks a meeting with the official concerned to represent his own grievances by coming through the proper channel and in accordance with the accepted procedure.
22.2.4 Representation through registered unions

i) The aforementioned instructions are not in supersession of any rights available to registered union under paragraph 517 of the Sastry Award. An employee may invoke the provisions of paragraph 517 of the Sastry Award in regard to redressal of his specific grievances and be represented by a representative of a registered union. In that case, it would be necessary to satisfy that the grievance taken up is of individual or of specific nature and does not involve an issue of general nature or a matter of collective bargaining. However, no employee can have his grievance redressed under the Grievance Procedure evolved by the Bank in terms of the requirements of the Code of Discipline in a manner other than the one detailed in the Grievance Procedure.

ii) When an employee at a Branch raises an individual or specific grievance involving paragraph 517 of the Sastry Award, the grievance may be heard by the Branch Manager irrespective of the fact whether he is being represented by a representative of a recognised union or unrecognised union and disposed of in the manner indicated in the said paragraph. If however, the grievance is raised under the Grievance Procedure formulated by the Bank, the employee concerned should only be defended by a representative of the recognised union and the same should be disposed of in the manner indicated in the Grievance Procedure.

iii) In this connection, it must be noted that when individual or specific grievances of employees are taken up by the representatives of any registered trade unions (not recognised by the Bank) on behalf of their members, in terms of paragraph 517 of the Sastry Award, it is not necessary for the Branch to convey the decision to these unions. The concerned employees, on whose behalf the grievances have been taken up may however, be advised in regard to the Bank's decision direct.

22.2.5 Officer members of the award staff union

i) Some members of the supervising staff continue to remain members of the Award Staff Union, even after their promotion as officers. In this connection, it is clarified that the provisions of the Bipartite Agreement as also paragraph 16.7 of the Desai Award would apply only to workmen employees of the Bank.

ii) The facility of special leave or additional special leave cannot be made available to such officer members of the award staff unions. The granting of facilities to such office-bearers of the unions, who are officers of the Bank will depend purely on the convenience of the Bank and the exigencies of service, even in the matter of granting leave of any kind to them for representing award staff grievances.

iii) Although an officer representative of the Award Staff Union may not be prohibited from defending an employee who is being proceeded against, the question of relieving him for the purpose, even by granting him leave of any kind due to him, will depend on the exigencies of service and the convenience of the Bank.

22.2.6 Meetings of unions

i) The recognised union of award staff can hold their meetings on the Bank's premises on obtention of prior permission from the Bank. The Bank does not generally have any objection to granting permission, provided it is satisfied that the meetings in question are held for genuine trade union purposes and no controversial outsiders or persons hostile to the Bank are expected to participate.
ii) Requests for such meetings should be sent to the Bank, well in advance, preferably a week prior to the date of the meeting. In case outside dignitaries are to be invited to participate in such meetings, the local unit of the Union should secure the permission to conduct such meetings on the Bank's premises before extending invitation to such dignitaries.

22.3 Joint Consultation Scheme

Joint Consultation form an important facet of the government's labour policy. In accordance with this policy, a Joint Consultation Scheme was finalised by the Bank in consultation with the All India State Bank of India Staff Federation in the year 1964. The scheme for joint consultation between the management and staff is as under.

22.3.1 Levels of joint consultation

Joint Consultative Committees comprising the management and representatives of the staff should be constituted, for the present at two levels, namely, at the Central Office and at each of the Local Head Offices. Accordingly, a Central Consultative Committee at Central Office and a Circle Consultative Committee in each of the Local Head Offices should forthwith be constituted. Such Committees may also be constituted in future at Zonal Office level.

22.3.2 Composition of consultative committees
(CDO:IR:6716 DTD. 23.01.1996)

a) Central Consultative Committee

Chairman, MD & GE (NBG), MD & GE (CB), DMD & CDO, CGM (P&HRD), GM (P&HRD) NBG, DGM (IR), DGM (Per. Mgmt.)

President and Secretary of the Federation and 2 representatives from each Circle Union.

b) Circle Consultative Committee

Chief General Manager, General Manager (Area 1), General Manager (Area 2), Dy. General Managers of zonal offices, direct branches, Circle Development Officer and Asstt. General Manager (HR), Chief Managers (HR) of all zonal offices and networks. Equal number of representatives of the recognised Circle Union.

22.3.3 Names of union/federation representatives

The Staff Federation in the case of the Central Consultative Committee and the recognised Circle Union in the case of the Circle Consultative Committee should advise in advance the names of the staff representatives who would function on the respective committees. The Staff Federation or the Union may, from time to time, advise changes in the representatives.

22.3.4 Frequency of meetings

The Central Consultative Committee should meet once in every six months and the Circle Consultative Committee once in every three months. Emergent meetings may, however, be called in exceptional circumstances at the request of the Staff Federation or the Circle Union, as the case may be, or at the instance of the Bank.
22.3.5 **Subjects for discussion**

Matters which are being, or should generally be, settled by negotiations between the Management and the Staff such as scales of pay, allowances, retirement benefits, leave, etc., and bonus should be taken out of the purview of the consultative committees. Accordingly, consultations at the Central Consultative Committee should be confined to the following subjects:

a) Central Consultative Committee

(a) Implementation of agreed, settled or awarded terms of service and of other agreements.

(b) Programmes for workers' education.

(c) Grievances Procedure-Formation and Review.

(d) Implementation of the Agreement relating to Staff Welfare Fund.

(e) Staff Co-operatives-formulation of policies and general procedures.

(f) Promotion of thrift and savings.

(g) Staff Housing, Health Services and other welfare activities.

(h) Employee Suggestion Schemes.

(i) Suggestions in regard to improvement in work procedures.

(j) Formulation of policies and standards regarding working conditions and necessities (including security measures) and amenities in offices.

(k) Facilities for communication in order to furnish information to the members of the staff.

(l) Consideration of recommendations, proposals, suggestions and other references from a Circle Consultative Committee.

(m) Implementation and review of decisions taken at the previous meeting.

(n) Any other matters of interest to the staff and/or the Bank, which are incidental to, or connected with, the above.

(o) Such other subjects as may be decided to be included at a meeting of the Central Consultative Committee.

b) Circle Consultative Committee

Consultations at a Circle Consultative Committee should be in respect of the following subjects.

(a) Conditions of work and amenities in offices.

(b) Implementation of Programmes for Workers' Education.

(c) Operation and Implementation of grievance procedure.
(d) Co-operative Societies-Formation, working and other connected matters.

(e) Customer Service.

(f) Facilities for communication in order to furnish information to the members of the staff in the Circle.

(g) Implementation of decisions and conclusions reached at the Central Consultative Committee in matters concerning the Circle.

(h) Review regarding implementation of decisions taken at the previous meeting.

(i) Any other matters of interest to the staff (working in the Circle) and/or the Bank which are incidental to or connected with, the above.

22.3.6 Procedure for holding of meetings

(i) Meetings of the Central Consultative Committee will be convened by the Central Office and of the Circle Consultative Committee by the concerned Local Head Office. Notice of the meeting should be given to the members of the committee and a copy thereof forwarded to the Staff Federation or the recognised union as the case may be. Except for emergent meetings (in respect of which a shorter notice would be sufficient) the notice convening a meeting should be given one month in advance of the date of the proposed meeting. Subjects which the staff representatives would want to have discussed at a meeting must be communicated to the Managing Director/the concerned Chief General Manager by the Staff Federation/the recognised Union at least 15 days in advance. The agenda for the meeting should be circulated to the members in advance. However, subjects regarding which adequate notice could not be given could also be discussed at the meetings with the approval of the Chairman of the Meeting.

(ii) The Chairman shall preside at all meetings of the Central Consultative Committee. In his absence, the Managing Director, shall preside. At all meetings of a Circle Consultative Committee, the Chief General Manager or if, he is not present, the General Manager should preside over the meeting.

(iii) Drafts of Minutes of a meeting should be sent to the Staff Federation or the recognised Union as the case may be. The minutes shall be placed at the next or a subsequent meeting of the concerned Consultative Committee for confirmation. After confirmation, the minutes may be circulated by the Bank and/or the Federation/the recognised Union, unless the circulation of the minutes is specifically asked to be withheld at the meeting or otherwise.

(iv) The discussions of at the Central Consultative Committee or the Circle Consultative Committee shall be kept confidential both by the management and the staff representatives and shall not be published. The recorded proceedings may, however, be circulated to the staff jointly by the Management and the Federation/Union.

22.3.7 Implementation

Agreed conclusions reached at the meetings should be implemented by the Management and the Staff Federation or the Union as the case may be in all earnestness and as expeditiously as possible. If the committee desires that any conclusion reached at a joint consultation meeting should be implemented, even before the actual confirmation of the minutes, such conclusion should be set out in writing at the meeting itself and signed by the members present. The implementation
of such agreed conclusions should not be deferred till the actual confirmation of the minutes as a whole.

**22.3.8 Failure to arrive at agreed conclusions**

If the Committee comes to the conclusion that on a matter there is no possibility of an agreement, it is open to the Management or the Staff to take any suitable further action in the matter. Till, however, the Committee comes to such conclusion, no change in the then existing position in regard to the matter should be made by either the Bank or the staff.

**22.3.9 Joint consultation machinery not in supersession of existing facilities**

The machinery of joint consultation is intended to supplement and not to replace, the existing facilities available to employees to make oral or written representations to the management in the appropriate manner either directly or through the Staff Federation/ the recognised unions and such representations should be disposed of through the normal administrative channels. If, however, the Chairman or the Managing Director or the Chief General Manager or the Staff Federation/the recognised Unions should consider that the matter involved is of general interest and would better be discussed at the appropriate Consultative Committee, such matter may be reserved for discussion at the next meeting of that Committee and included in the relevant agenda.

**22.4 Industrial Relations Councils**

A decision to set up Industrial Relations Councils at Local head Offices and Central Office was taken at the Central Consultative Committee meeting held at Calcutta on the 30th July 1973.

**22.4.1 Objectives**

Industrial Relations Councils have been set up both at Central Office and at Circle to help stabilise healthy industrial relations and to ensure that conflicts at all levels are resolved in an amicable manner through bilateral discussions. The councils are also expected to promote harmonious industrial relations in the Bank.

**22.4.2 Industrial relations councils at circle level**

*(AID MEMOIRE PUBLISHED BY C.O.)*

**22.4.2.1 Constitution**

There shall be an Industrial Relations Council at each Circle which will be called the Circle Industrial Relations Council. The Circle Industrial Relations Council shall consist of:

(i) The Chief General Manager (President)
(ii) General Manager (Area 1) & General Manager (Area 2)
(iii) Circle Development Officer
(iv) Asstt. General Manager (HR)
(v) Chief Managers (HR) at Zonal Offices and Areas
(vi) Equal Number of representatives of the recognised Circle Union.

Periodicity - Quarterly

**Modules (Zonal Office levels)**

i) Dy. General Manager

ii) Asstt. General Managers incharge of the Regions

iii) Chief Manager (HR)

iv) Managers (HR) of all Regions

v) Two representatives of Circle Union and other office bearers to be nominated by the union.

Periodicity - Quarterly

22.4.2.2 Reference of disputes to the Industrial Relations Council

Either of the parties, i.e., the Management as also the Circle Union can refer any dispute which is likely to threaten industrial peace in the Circle to the Circle Industrial Relations Council for resolution.

22.4.2.3 Meetings

The Circle Industrial Relations Council shall meet as soon as possible after receipt of intimation of the dispute and in any case not later than 3 days after receipt of such communications and deliberate on the issue referred to it.

22.4.2.4 Decisions

The unanimous decision of the Circle Industrial Relations Council on the issue referred to it, shall be binding on both parties to the dispute.

22.4.2.5 Failure to arrive at unanimous decision

If unanimous decision cannot be reached by the Circle Industrial Relations Council on the issues referred to it, the matter may be referred immediately to the Federation/Central Office for consideration by the Central Industrial Relations Council.

22.4.3 Central industrial relations council (CDO:IR:6716 DTD. 23.1.1996)

22.4.3.1 Constitution

There shall be a Central Industrial Relations Council for the Bank which shall consist of:

Chairman, MD & GE (NBG), MD & GE (CB), DMD & CDO, CFO, CGM (P & HRD), GM (P & HRD).

22.4.3.2 References of Disputes
The Central Industrial relations Council shall consider any dispute referred to it by either of the parties i.e., the Federation and the Bank Management which in their opinion may threaten industrial peace in the Bank.

22.4.3.3 Meetings

The Central Industrial Relations Council shall meet as soon as possible and in any case not later than 7 days after receipt of communication in regard to any dispute.

22.4.3.4 Decision

The unanimous decision of the Central Industrial Relations Council shall be binding on all parties concerned.

22.4.3.5 Failure to Come to Unanimous Solution

If the Central Industrial Relations Council is not in a position to come to a unanimous decision and the differences of view points prove irreconcilable, it shall be open to either party to take such action they choose.

22.4.3.6 General

i) Until and unless the processes provided for in the agreement are gone through neither the Federation nor the Circle Union nor any of its local units shall resort to any form of collective action involving stoppage of normal work.

ii) Similarly, the Management shall also not resort to any action in regard to the matters in dispute until and unless the processes provided for in this agreement are gone through. The Management further agrees that it shall not suspend an office-bearer of the recognised union until the matter is first discussed at the above mentioned forum. This, however, will not apply to:

(a) Suspension of an office-bearer for any act of misconduct connected with the Bank’s operations.

(b) Suspension of an office-bearer in connection with any trade union action involving stoppage of normal work without the issue having been processed through the forums agreed for this purpose.

22.5 Grievance Procedure

In accordance with the requirement in Clause II(viii) of the Code of Discipline in Industry the following procedure has been evolved for settlement of grievances of the various categories of the Award Staff in the Bank.

A Grievance Redressal System(GRS) applicable to both officers as well as award staff was approved by the Executive Committee of the Central Board in their meeting held on October 24, 2003. The revised GRS is given in Chapter 25.

22.6 Facilities to Recognised Union

The recognised union of the Award Staff in the Circle i.e., State Bank of India Employees’ Union, ____________ Circle, is extended certain facilities by the Bank. Some of the important among them are:
a) To make representations either written or oral on behalf of its members. In the case of other employees individual representations could be entertained.

b) To hold union meetings in the Bank's premises with the prior written permission of the Branch Manager.

c) To nominate members on the committees like Staff Welfare Committee, Consultative Committee, Customer Service Committee etc. and hold formal and informal talks.

d) To display circulars, notices etc., issued by them on the notice board in the staff recreation room or space provided by the Bank.

e) To collect subscriptions from the salaries against letter of authority from its members.

f) To open account in the name of the Union and to operate through its authorised representatives.

g) Entitlement for sanction of special casual leave to its authorised representatives, whose names have been communicated to the branch, for attending Union Meetings/Conferences.

h) Facility of "Check-Off"

(i) At the request of the registered union, the facility of 'check-off' was extended to them, subject to each member of the union giving a letter of authorisation, as per Annexure-22.4. Such letters should be kept on record for necessary action and, in case of transfer of an employee the letter should be forwarded to the concerned branch/office along with last pay certificate.

(ii) The following procedure should be followed while remitting the recoveries effected from the employees under the check-off system:

(a) All remittances should invariably be accompanied by the list of subscribers as per specimen (Annexure 22.5) showing therein the total amount credited to the unit's account.

(b) The postal charges incurred in connection with the despatch of the relative drafts may be borne by the Bank.

(iii) Eventhough the letter of authority given by the member of the Circle Award Staff Union contains that the revocation will be effective only from January next year, it will be in order to stop deductions with immediate effect or as indicated by him, in case a member revokes his authorisation.

i) Addressing of Communications to Staff Union

All communications to the Staff Union should, however, be made by means of letters and not memoranda and addressed in the usual manner.

j) Distribution of Circulars by Recognised Union

(DTD. 24.7.1985)

Distribution of Circulars by recognised Union within the premises will not be permitted during the working hours excepting during lunch recess.
22.7 Representative Character

It is observed that a number of unions other than the recognised Circle Union-State Bank of India and Subsidiary Bank Employees' Union-claim to represent the Award Staff members of the Bank at certain centres/branches. In terms of the Code of Discipline, if a union of workers, in a particular establishment, has a membership of 50% or more of the workers of that establishment, it should have the right to deal with matters of purely local interest such as the handling of grievances pertaining to its own members. All other workers, who are not members of that Union, might either operate through the representative Union for the Circle or seek redress directly. It is clear from this provision that the union, which is in majority at a branch, is allowed to represent on matters of local interest to that branch alone. It thus follows that this Union may take up the cases of the employees, who are its members and may also discuss other matters of collective nature pertaining to that branch with the Branch Manager.

The matter has been examined in detail. The Branch Managers, who receive representations from any unions claiming representative character at a particular branch, should observe the following guidelines, and report the case with full details to their respective controlling authority:

(i) The recognised Circle Union can also raise issues pertaining to the branches where another Union has been granted permission to represent the matter of purely local interest.

(ii) Granting of permission to the union claiming majority at a particular branch raising local issues in respect of its members at that branch does not amount to a recognition, that cannot be withdrawn for 2 years. In fact, such permission can be withdrawn by the Bank no sooner than the Union loses its majority.

(iii) The Bank has already agreed to extend the 'check off' facility to the recognised union at the Circle level. This facility will continue even at the branches where the recognised Circle Union may have been reduced to a minority. However, the union, which is granted permission to raise local issues at a particular branch, is not entitled to extension of 'check off' facility.

(iv) As is clear, the scheme envisages that the union having majority at a particular branch and which has been permitted to raise local issues, can take up the cases pertaining to their own members or discuss other matters of collective nature having purely a local bearing with the Branch Manager. It is not entitled to raise any policy issues on a collective basis. As such, all the communications pertaining to the grievances of local nature should be addressed to the Branch Manager and the latter may deal with the representations either directly or in consultation with his controlling authority.

As regards determination of majority of membership of a Union at a particular branch, it has been decided to observe the following procedure, without any deviation:

(i) Whether the recognised Circle Union commands majority at a particular office/branch should be decided with reference to the 'check off' facility enjoyed by the recognised Union. If the majority of employees have revoked their authority under the 'check off' facility, it will be clear that the recognised Union has lost its majority at the office/branch.
Whether another union is in majority or not, can be determined on the basis of the individual employees advising the Branch Manager, in writing, on their own, as to which Union they belong to. In case of any doubt, that union has to satisfy the Bank about its claim for majority. One way of proving the majority is by producing Affidavits from the employees affirming their membership to that union.

Where it is felt by the Bank that some of the employees have submitted application forms for membership of more than one union, it will be necessary for the Branch Managers to write to each of such employees, letters requesting them to categorically confirm their membership of any particular union and also to make an Affidavit to that effect. The employees cannot continue to remain members of both or various unions, and if they insist on such continuance, their names should not be accepted for considering the claim of majority of any union.

It is also clarified that where at an office, neither the recognised union nor another union claiming such right to representative character thereat, has a membership of 50% or more of the employees of that office, the recognised union alone will have the right to deal with matters of local interest to the employees thereat.

Further, at an office where a union other than the recognised union has been granted the right to deal with matters of purely local interest, it will also have the right to nominate its representative(s), to the Local Implementation Committee.

(PER:IR:CIR:142 DTD. 24.7.1985)

22.8 Industrial Disputes - Appearance Before Labour Commissioners, Labour Courts/Industrial Tribunal and Other Allied Matters

22.8.1 Provisions of Industrial Disputes Act for conciliation proceedings

(a) Section 2 (k) of the Industrial Disputes Act, 1947 defines “industrial dispute” as any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person.

(b) Where any industrial dispute exists or is apprehended, the Conciliation Officer, who is generally an Assistant Labour Commissioner, may hold conciliation proceedings in the prescribed manner. The Conciliation Officer may investigate the dispute and all matters affecting the merits and rights of the parties involved for the purpose of bringing about a settlement of the dispute.

(c) The Conciliation Officer may call for and inspect any document which he may consider relevant to the dispute or necessary for the purpose of verifying the implementation of any award or carrying out any other duty imposed on him under the Industrial Disputes Act, 1947. In case any document is required to be produced before the Conciliation Officer, the same may be produced. In case, however, a document is considered to be of confidential nature in the Bank’s interest, it may be advised to him not to disclose it to the concerned Association or employee in terms of Section 21 of the Industrial Disputes Act.

(d) While sending intimation for discussions/conciliation proceedings, the conciliation officer forwards a copy of the Union/Workman’s representation advising the Bank for submission of its comments alongwith other relevant instructions required by him.
Further, failure on the part of the Bank’s representative to remain present at the joint discussions/conciliation proceedings, the dispute shall be dealt with ex-parte and therefore, the Bank’s representative must invariably attend the conciliation proceedings on the stipulated date and time.

(e) Whenever an intimation is received from the Conciliation Officer for participation in the conciliation proceedings, the matter may be dealt with, in the following manner:

(i) In all such cases, the matter should be referred to the Controlling Authority for guidance giving full facts of the case. The Labour Authorities also direct for submission of the Bank’s reply. Therefore, appropriate para-wise reply to the claim of the disputant in the light of the Bank’s instructions and facts of the case should be compiled, with the assistance of Controlling Authorities, if necessary, so that the same can be submitted to the Conciliation Officer as desired by him.

(ii) It is desirable that the Branch Manager should himself attend such proceedings and, in case, for certain unavoidable reasons, it is not possible for him to do so, a senior member of the supervising staff, well conversant with the matter, should be deputed for the purpose along with appropriate letter of authority.

(iii) The officer deputed to represent the Bank’s case in conciliation proceedings should familiarise himself with the facts of the case, the provisions of the Award, bipartite agreements and other instructions on the subject. No commitment on behalf of the Bank should be made by the concerned officer at such proceedings outside the brief if provided to him. Normally the concerned officer should not agree to arbitration. If necessary, a request should be made to the Conciliation Officer to grant time for seeking instructions from the Branch Manager/Controlling Authority, in matters of doubts.

(f) Whereas all reasonable suggestions put forward by the Labour Authorities should be considered objectively, his request may be politely declined in case it is not possible for the Bank’s representative to agree to his suggestion on account of Bank’s rules, procedures and/or administrative reasons.

(g) In case where a requisition is received from the Labour Authorities to appear in proceedings where the employees are not represented by the recognised Union, they should be advised that the Bank is unable to depute its representative to be present at a meeting where representatives of a trade union not recognised by the Bank seek to represent the interest of the members of the staff, adding that the Bank would, however, be willing to co-operate with the authorities by giving any information that they may require in a meeting to be held separately with the Bank’s representative. In the circumstances, it should also not be necessary to enter into any written agreement with unrecognised Association, but if any decision in terms of the written brief referred to in paragraph 3(b) above is taken at the suggestion of the Conciliation Officer, it may be advised to him with the request to treat the matter as closed. However, these instructions shall not apply to proceedings before an Arbitrator, a Labour Court or a Tribunal constituted under the relevant provisions of the Industrial Disputes Act as their decisions, judgments or awards, as the case may be, will be legally binding on the Bank and notices would have normally been also issued to the recognised Union.

(h) In terms of section 33 of the Industrial Disputes Act, 1947, conditions of service etc. in regard to the matter under dispute should remain unchanged during the pendency of proceedings. Accordingly, the provisions of section 33 of the Act should be strictly complied with during the pendency of the proceedings.
22.8.2 Failure of conciliation proceedings

Whenever, the process of conciliation results in failure, the Labour Authorities forward the Failure Report to the Ministry of Labour, Government of India which in turn is forwarded by them to the Ministry of Finance for obtention of the Bank's comments in the matter within a specified period. If the Bank's reply is not received within the stipulated time, it will be presumed that the Management has no objection to the dispute being referred for adjudication. (NBG:P&HRD:IR:SPL:385 DTD. 13.2.2001)

As regards the contents of the Bank's reply, detailed advices required by way of a self-contained note incorporating the full facts of the case, issues raised by the disputant during the conciliation before the labour authorities and the Bank's stand thereon, point by point. Copies of the claim sent by the disputant to the ALC(C) and the Bank's reply thereto, are also required to be sent. To expedite the response, a copy of the letter is endorsed by the Corporate Centre to the Zonal Office concerned.

i) In this connection, Corporate Centre have observed that the required degree of attention and importance is not afforded for expeditious submission of the self-contained notes. The quality of the notes too leave a lot to be desired. As a result, seeking necessary clarifications delay the process of submission of the Bank's reply and as a result the industrial disputes are referred by the Government of India to Tribunals for adjudication even before we are able to sent our comments/advices to them arguing to the contrary. Therefore, it is essential to ensure that the self-contained note comprises of 5 parts, viz.

(a) facts of the case
(b) issues raised by the disputant
(c) terms of reference
(d) Bank's comments
(e) Conclusion.

Under the paragraph for "Bank's comments", cogent arguments advocating the Bank's case should be presented supported by case-laws. Reference may be made for this purpose to the copies of notes sent by Corporate Centre to the Government in respect of earlier industrial disputes and endorsed to LHOs for information. In case the disputant is an ex-casual/temporary employee, full particulars, month-wise, of the casual/temporary service put in by him, nature of work entrusted, working hours per day (if part-time), remuneration paid and reasons for termination, and whether initial engagement was regular, should be given in the first instance.

ii) Further, it should be ensured that the gaps, if any, in the notes are filled in before submission to Corporate Centre and the notes are signed by one of the CMC members.

After submission of the Bank's reply to the Ministry of Finance, a copy of the note submitted by them is sent to the concerned Modules which should be kept along with other papers relating to the dispute.

22.8.3 Reference to the Industrial Tribunal

On examination of the Bank's reply the Ministry of Labour takes decision for referring the matter to the industrial tribunal for adjudication or otherwise. On receipt of the intimation from them for reference of the dispute to the Tribunal, all the papers relating to the matter should be kept ready so that whenever notice from the Tribunal
is received by the concerned branch/controllers, immediate action can be initiated, in consultation with the Assistant Manager (Law) of Zonal Office for representing the Bank's stand effectively.

22.8.4 Pronouncement of Award by the Tribunal

On completion of the proceedings before the Tribunal, our advocates should be advised to be in constant touch with the concerned authority for gathering information for pronouncement of the Award by the Tribunal. He should also be advised to intimate the Bank immediately on receipt of information in this regard.

In terms of the provisions of Section 17-A of the Industrial disputes Act, an award shall become enforceable on the expiry of thirty days from the date of its publication in the Gazette of Government of India and any violation of this Section attracts penal provisions of the Act viz. imprisonment/fine or both.

Further, prior approval of the Government is required to be obtained before filing an appeal for challenging the award. Therefore, if it is decided to challenge the Award, the relative appeal should be filed and stay on its operation obtained before it becomes enforceable. In view of this, it is essential that the undernoted instructions should be carefully noted for compliance by all the concerned functionaries at all levels.

i) As soon as a copy of the Award is received, either at the Branch or at the Zonal Office, it should be studied in consultation with the Bank's Law Officer with a view to ascertaining its implications. In case the Award is against the Bank and any legal infirmities are observed therein and it is considered necessary to challenge it in the High Court through a writ petition therefor should be submitted immediately to the Local Head Office, with the following papers:

(a) a detailed self-contained Note containing inter alia, the facts of the case, main points of Law in the Award and

(b) detailed opinion of the Law Officer at Zonal Office analysing the points of Law in the Award and;

(c) 3 clear and legible copies of the Award along with its translated English version of the award in case published in regional language.

(d) This process should be completed within 7 days of the receipt of the Award and the proposal should be sent to the Personnel & Hrd Department at the Local Head Office by courier service or through a special messenger so as to reach them on the 8th day.

ii) At the Local Head Office, the matter should be promptly examined in consultation with the Law Department, and, if considered necessary, recommendations sent to Corporate Centre within 5/6 days of the receipt of the Zonal Office letter along with the undernoted papers:

i) 2 copies of the Award and its translated English version;

ii) opinion of Law Officer at Zonal Office;

iii) the detailed opinion of Law department at LHO and;
iv) the self-contained Note, duly signed by a member of the Circle Management Committee.

These papers should be sent direct to the Industrial Relations Department, by courier service in a separate cover. The envelope should not be sent with other Corporate Centre letters as it will only delay its receipt in Industrial Relations Department.

iii) The above instructions should be strictly complied with by all the concerned functionaries in order to adhere to the time schedule for submission of final recommendations complete in all respects along with all the relevant papers so that the same reach Corporate Centre within 15/16 days of receipt of the Award at Zonal Office.

In this connection, it has been observed that –
(NBG:IR:354: DTD. 22.4.1999)

i) the recommendations for challenging the Award are not backed by reasoned arguments. In some cases, these are not examined by the Law Departments at Local Head Office/Zonal Offices.
(NBG:IR:1447 DTD. 15.6.1999)

ii) Sometimes, there are no recommendations at all.

iii) The time available at Corporate Centre is considerably reduced on account of late receipt of advices.

iv) In many cases, no development is brought to the notice of the Corporate Office once they have submitted comments to the Government of India. Even the important facts regarding pronouncement of Award and their challenge by the employees in High Court were not brought to notice of Corporate Centre.

v) The relative letters are not signed by one of the CMC members.

22.8.5 Implementation of Award

In the exceptional cases when it is not possible for obtention of a stay order with 30 days of the publication of the award in the official gazette, the award should be implemented subject to the orders to be passed by the High Court on the writ petition proposed to be filed by the Bank.

Corporate Centre have further advised that there is no statutory limitations for filing a writ petition. Of course, it should be filed within a reasonable time, otherwise, the Bank should be able to explain the delay. It is clarified that an award can be challenged even after it is implemented. However, it would be safer in such cases to specifically state in the letter to the workman that the Award is being implemented without prejudice to Bank’s rights to challenge it in the Hon’ble High Court. This is for the reason that courts are sometimes reluctant to grant stay/interfere with the Award once it has been implemented.

22.9 IMPROVEMENT IN WORKING IN BANK’S BRANCHES/OFFICES ETC.

i) Every workman shall take all possible steps to ensure and protect the interest of the Bank and discharge his duties with utmost integrity, honesty, devotion and diligence. Further, the unions exhort their members to make all out endeavours for betterment of
customer service and to contribute towards Bank's efforts for enhancing customer satisfaction.

ii) The unions reiterate that every workman, without exception, (except where exempted specifically under any written communication/order of the bank management), shall be at his place of work, commence the allotted work at the time fixed and notified, work for the full prescribed hours of work and give maximum output.

iii) The unions discourage any type of borrowings by the employees from the Bank's clients.

iv) Management shall take necessary measures to provide effective customer service. The Management and the Unions jointly shall take expeditious steps for resolving legitimate grievances of the employees in the interest of harmonious industrial relations.

v) In furtherance of the objective towards improvement in working, parties reiterate that what has been stated in Annexure I to settlement dated 31st October 1979, and 17th Sept. 1984, form part of service conditions. Any observance of any restrictive practice mentioned therein, shall constitute a misconduct. The delinquent employee shall be liable for disciplinary action for gross or minor misconduct depending upon the circumstances in each case. The gross/minor misconduct as stated in this clause shall be in addition to gross/minor misconducts listed under Clause 21 (ii) and (iii) of Sixth Bipartite Settlement.
Annexure-22.1

NOTICE

Members of the Award Staff are aware that, in accordance with the Code of Discipline in Industry as accepted by the Management and the Unions of Workmen Staff, the All India State Bank of India Staff Federation is the recognised representative organisation of the Award Staff to deal with matters of all-India interest and the State bank of India Employees' Union --------- Circle is the only representative union of the Award Staff in this Circle and at this office to deal with all matters other than of all-India interest. Any act amounting to misconduct by any employee of the Bank in protest of implementation by the Management of the provisions of the Code of Discipline will be taken serious note of and dealt with in accordance with the procedure laid down.

State Bank of India                                Branch Manager
                                                                                   ............................................
                                                                                   ............................................
Annexure-22.2

The Chief Manager/Branch Manager/Asstt. General Manager (Office Admn.),
State Bank of India,

Dear Sir,

AUTHORISATION FOR DEDUCTION OF UNION SUBSCRIPTION FROM THE MONTHLY SALARY AND ALLOWANCES

I request you to deduct from my salary and allowances a sum of Rs........................................ (Rupees.......................................................only) every month and credit the same to the account of the State Bank of India Staff Union, ........ Circle at .......... Branch of the Bank.

The authorisation shall continue to be effective till I revoke the same.

Yours faithfully,

Signature..........................................................

Name............................................................
To:
The Branch Manager
State Bank of India,

No.

Date:

Dear Sir,

Subscriptions/Check-off-System

We forward herewith a Draft No.................. dated the ......................... being the monthly subscription to the SBI Employees' Union for Rs....................... Particulars relating to the employees who subscribed to the union through check-off system are as under:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of the employee</th>
<th>Designation</th>
<th>Amount Deducted</th>
<th>Remarks, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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</tr>
</tbody>
</table>

Note: Additions/Deletions, if any, during the half-year should invariably be mentioned furnishing appropriate remarks in Column No. 5 above.

Encl.: Draft Branch Manager/Chief Manager Copy to the General Secretary, State Bank of India Employees' Union (------------------Circle)

Branch Manager/Chief Manager
CHAPTER 23

PROCEDURE FOR TAKING DISCIPLINARY ACTION: AWARD STAFF

23.1 Provisions of the Award

23.1.1 Procedure for taking disciplinary action for an act of misconduct laid down in paragraphs 520 and 521 of Sastry Award have been retained by Desai Award vide paragraphs 18.19 and 19.20. These are applicable to award employees with modifications agreed upon with the All India State Bank of India Staff Federation as well as industry level bipartite settlements between the members of the Indian Banks Association and the workmen unions.

23.1.2 Disciplinary Action and Procedure for Workmen Staff (Memorandum of Settlement dated 10.04.02) are reproduced in Annexure 23.1.

23.1.3 It may be added that an infringement of the Rules of Conduct prescribed for the employees would also amount to misconduct. An undertaking to be bound thereby duly signed by each candidate at the time of joining the Bank is obtained. This important undertaking should be carefully preserved along with other service papers of each employee. The Rules of Conduct are enumerated in Annexure 2.19, Chapter 2 of this Compendium.

23.1.4 Provisions of Sastry and Desai Awards

Observance of any restrictive practice shall constitute misconduct and the delinquent employee shall be liable for disciplinary action for gross and/or minor misconduct depending upon the circumstances of each case. (Detailed instructions with regard to Restrictive Practices are furnished in Chapter 21 of this Reference Book.) (6TH BIPARTITE SETTLEMENT)

23.1.5 Disciplinary action for award staff

Despite provision of paragraph 521 (4) (a) of Sastry Award, which reads "An employee engaging in any trade or business outside the scope of his duties except with the permission of the Bank is guilty of "Gross Misconduct" is liable to be dismissed without notice", members of staff do engage themselves in other trade/business either directly or indirectly. With a view to putting a stop on such activities, a careful investigation and close monitoring of all activities/business connections of the employees should be made. Following steps should be taken to unearth the inconsistencies, if any, in the living styles of the employees vis-a-vis their known source of income.

a) Monitoring of all possible business pursuits of the employees as also their spouses/dependent parents and brothers and sisters and their living styles etc. to identify early warning signals and take preventive action wherever required.

b) Reviewing and making a meaningful scrutiny of all staff accounts at the branch to satisfy that the scale of transactions in the account is commensurate with the known source of an employee's income. It is also necessary to keep on record the details of Bank accounts including joint accounts maintained by the staff at other
branches of the Bank and other banks and the need therefor which have to be clearly established.

All Bank employees should be asked to advise the Bank, in writing, the business connections/pursuits of their spouses and close relatives with complete details and these should be kept in view while reviewing their life styles and accounts.

Defaulting employees, if any, should be asked to explain their position, in writing, as to why they are doing so in flagrant violation of their service rules and such explanations should be submitted to the controlling authority together with a full report for their necessary action. Details of such employees should also be submitted in the following format.

<table>
<thead>
<tr>
<th>Name of the employee</th>
<th>Designation</th>
<th>Length of service</th>
<th>Details of known business connections</th>
</tr>
</thead>
</table>

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23.1.6 Consequent upon the Wage Settlement in respect of Award Staff reached between the Indian Banks' Association and the Workmen Unions with effect from 1st September, 1978, some of the provisions of the Sastry Award and Desai Award as modified by the Memorandum of Settlement dated the 31st March, 1967, 24th February 1970, 15th September 1970 and 10th April 2002 have been modified as enumerated in Annexure 23.1.

23.2 DISCIPLINARY, APPELLATE AND APPOINTING AUTHORITIES

In terms of paragraph 521(12) of the All India Industrial Tribunal (Bank Disputes) - (Sastry Tribunal) - read in conjunction with paragraph 18.28 of the Desai Award and paragraph 1.1 of the Agreement dated the 31st March 1967 entered into between the Bank and the All India State Bank of India Staff Federation, the Chief Executive Officer or the Principal Officer in India of a Bank or an alternate officer at the Head Office or the Principal Office nominated by him for the purpose shall decide which officer shall be empowered to take disciplinary action in the case of each office or establishment. He shall also decide which officer or body higher in status than the officer authorised to take disciplinary action shall act as an appellate authority to deal with or hear and dispose any appeal against orders passed in disciplinary matters. These authorities shall be nominated by designation. The names of the officers who are empowered to pass the original order or hear the appeal shall be published on the Bank's notice board from time to time. The notice should be displayed in English and Hindi/local language.

23.2.1 Functions of disciplinary and appellate authorities 'quasi judicial'

Consequent upon the structural changes brought about in the Bank arising out of the implementation of the recommendations of M/s. Mc-kinsey & Co., the personnel functions have been re-aligned necessitating a reiteration of the Disciplinary and Appellate Authority Structure in the proposed set up. The functions as Disciplinary/Appellate/Appointing Authority are quasi judicial in nature and cannot
be exercised by the person who is not designated as such by the Executive Committee of the Central Board.

23.2.2 Structure of disciplinary and appellate authority

Accordingly the Executive Committee of the Central Board in its meeting held on 30.05.2006 has approved revision of Disciplinary/Appointing and Appellate Authority for workmen employees in the Bank details of which are given below:-

<table>
<thead>
<tr>
<th>Office/Branch</th>
<th>Appointing/ Disciplinary Authority (not below the rank of an AGM)</th>
<th>Appellate Authority (not below the rank of a DGM)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Corporate Centre and its establishments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All departments at State Bank Bhawan</td>
<td>AGM (OAD) at State Bank Bhawan</td>
<td>GM (CS &amp; OL)</td>
</tr>
<tr>
<td>All departments at CBD Belapur</td>
<td>AGM (OAD) at CBD Belapur</td>
<td>DGM (C&amp;CS), CBD Belapur</td>
</tr>
<tr>
<td>Other Corporate Centre establishments Outside Mumbai/ Navi Mumbai</td>
<td>Officer-in-charge of Office Administration at the Department/ Establishment or the Head of the Department/ office concerned not below the rank of AGM. In cases where the Head of the Department/office is below the rank of AGM, the controlling authority of the Department/ office not below the rank of AGM.</td>
<td>Controlling authority of Disciplinary/ Appointing Authority not below the rank of DGM.</td>
</tr>
<tr>
<td>B. Local Head Office and its establishments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All departments at LHO</td>
<td>AGM (OAD)</td>
<td>DGM &amp; CirDO</td>
</tr>
<tr>
<td>LHO establishments located away from LHOs viz. CSDs, SBLCs etc.</td>
<td>AGM of the establishment. In cases where the Head of the establishment is below the rank of AGM, the controlling authority of the establishment not below the rank of AGM.</td>
<td>DGM &amp; Circle Development Officer at LHO. In case the departmental head is below the rank of an AGM and, is reporting direct to the DGM &amp; CDO, LHO, the Appellate Authority will be GM of concerned Network.</td>
</tr>
<tr>
<td>Branches under LHOs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Branches headed by DGMs</td>
<td>AGM(Accounts &amp; Administration). In cases where Accounts &amp; Admn. is headed by an officer below the rank of AGM, the seniormost AGM at the branch.</td>
<td>DGM of the branch.</td>
</tr>
<tr>
<td>C. Zonal Offices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All sections at Zonal Offices and staff posted in regions at Zonal Office/On locale</td>
<td>AGM (Operations) at Zonal Office. Where position of AGM (Operations) does not exist, Regional Manager of one of the Region in the module as</td>
<td>DGM (module).</td>
</tr>
<tr>
<td>Branches under Zonal Offices headed by</td>
<td>AGM rank officer.</td>
<td>AGM of branch</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>SMGS IV or below. As well as branches under On locale Regional Offices.</td>
<td>AGM (Operations) at Zonal Office. Where position of AGM (Operations) does not exist, Regional Manager of the Region controlling the branch.</td>
<td>DGM (module).</td>
</tr>
</tbody>
</table>

| Offices/establishments under Zonal Offices (viz. RACPC, SECC, SMECCC, TFCPC, LCPC, CCPC, CACs, OSF- HL, MPSF/MPST, SARC, CPPC, ACPCs, Locker Centres, Home Centres etc.) and other offices that will be opened under further roll out of BPR initiatives in future. | SMGS V or below | AGM (Operations)/ Regional Manager of one of the regions as approved and designated by Circle CGM. | DGM (module). |

| D. Departments under Business Groups other than NBG viz. Administrative Offices at Mumbai, including State Bank Bhawan. | AGM (OAD) at State Bank Bhawan. | CAG, Mid Corp., SAMG etc. | GM (CS & OL). |

| Branches/offices under Business Groups other than NBG viz. CAG, Mid-Corp., SAMG etc. located away from State Bank Bhawan | Headed by GM | Chief Operating Officer (COO)/Any other AGM designated by concerned Strategic Banking Unit CGM if Chief Operating Officer is not posted or is below the rank of AGM. | Controlling authority of the Appointing / Disciplinary authority not below the rank of DGM. |

| Headed by DGM. | Chief Operating Officer (COO)/Any other AGM designated by concerned Strategic Banking Unit CGM if Chief Operating Officer is not posted or is below the rank of AGM. | DGM of the branch. |

| Headed by AGM | AGM of the branch/office | Controlling authority of Appointing / Disciplinary Authority not below the rank of DGM. |

| Headed by SMGS IV and below | Senior most AGM at controlling office/AGM designated by the CGM of the Business Group. | Controlling authority of Appointing/ Disciplinary Authority not below the rank of DGM. |

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23.3 **APPOINTING AUTHORITIES**

In terms of the provisions of "explanation" for Regulation 55 (2) (b) of the SBI General Regulations, no officer or employee of the Bank shall be dismissed, discharged,
removed or retired from the service of the Bank or reduced to a lower grade or post or to a lower stage in a time scale by an authority lower than the “Appointing Authority”. Accordingly the Executive Committee of the Central Board approved the undernoted authority structure of appointing authorities for award staff.

<table>
<thead>
<tr>
<th>Appointing Authority</th>
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<tbody>
<tr>
<td>I) Employees working at Branches</td>
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<tr>
<td>i) Subordinate Staff</td>
</tr>
<tr>
<td>Concerned Branch Manager/Asstt. General Manager/Dy. General Manager in charge of the Branch.</td>
</tr>
<tr>
<td>ii) Clerical Staff</td>
</tr>
<tr>
<td>a) Clerical staff at branches (with Scale V or VI incumbency)</td>
</tr>
<tr>
<td>Asstt General Manager or Dy. General Manager in charge of the Branch.</td>
</tr>
<tr>
<td>b) Clerical staff at branches other than (a) above</td>
</tr>
<tr>
<td>The concerned Asstt. General Manager at Zonal Office</td>
</tr>
<tr>
<td>II) Employees working at LHO/Zonal Office/C.O. establishments</td>
</tr>
<tr>
<td>Employees in clerical and subordinate cadre working Local Head Office/Zonal Office/Central Office establishment and CAG branches</td>
</tr>
<tr>
<td>The concerned Asstt. General Manager (Office Administration)/Asstt. General Manager of a Region (to be appointed as DA by competent authority)/ Concerned Dy. General Manager for CAG branches</td>
</tr>
</tbody>
</table>

23.4 Suspension

23.4.1 Situations in which employees can be suspended

An employee can be suspended in two situations. Firstly, when in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted; and in such a case, he may also be suspended (paragraphs 521 (2)(a) of the Sastry Award). Secondly, an employee may also be suspended pending domestic enquiry for the misconduct alleged to have been committed by him. The effect of suspension is that the contract of employment is suspended and during the period of suspension the mutual obligation of an employer and employee remain in abeyance. It should be borne in mind that his suspension is not by way of punishment and should be resorted to only when it is considered against the Bank’s interest to allow the employee to continue in active service or is likely to tamper with the documents or influence the witness. While charge sheet should ordinarily precede suspension or should accompany the latter in cases where it is not possible for unavoidable reasons, charge sheet after suspension must be served on the employee without any delay.

23.4.2 Time of effect of suspension order

The suspension order comes into effect when it is communicated. Passing of the order is not enough. The Courts have held that although communication of an order
is essential yet its actual receipt or actual knowledge is not necessary and when the letter was despatched the information was deemed transmitted or imparted.

23.4.3 Payment of subsistence allowance

Subsistence allowance during the period of suspension should be granted to an employee on the following scales:

(a) For the first three months, one-third of the pay and allowances which the workman would have got but for the suspension; and

(b) Thereafter, (i) where the enquiry is departmental by the Bank, one-half of the pay and allowances for the succeeding months; (ii) where the enquiry is by an outside agency, one-third of the pay and allowances for the next three months and thereafter one-half for the succeeding months until the enquiry is over, and

(c) After one year full pay and allowances if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives. Where the investigation is done by an outside agency and the said agency has come to the conclusion not to prosecute the employee, full pay and allowances will be payable after 6 months from the date of report of such agency or one year after suspension whichever is later and in the event the enquiry is not delayed for reasons attributable to the workman or any of his representative.

23.4.4 Deductions from subsistence allowance

All compulsory deductions like income tax and repayment of loans and advances granted by the Bank should be recovered from the subsistence allowance payable to the suspended employee though such allowances may not be treated as part of salary. Further, from the subsistence allowance, it will be in order to effect other optional deductions like insurance premia, dues to co-operative credit societies etc., unless this is objected to by the concerned employee. Provident Fund contributions should not however, be deducted from the subsistence allowance.

23.4.5 Refusal to accept suspension order

In case the employee refuses to accept the suspension order; his refusal should be recorded in the presence of two witnesses and the following procedure should be followed:

i) A copy of the suspension order should be displayed on the Notice Board, and

ii) A copy thereof should be sent to the employee by Registered A.D. post on the recorded address. The cover, if returned, should be retained unopened,

iii) A further copy should be sent by ordinary post under certificate of posting.

Where possible, a copy of the suspension order should be served on the concerned employee through a messenger/representative of the Bank and his statement recorded in writing.

It will then be an effective service of the suspension order. In case the concerned employee is on leave, the date and time for which the suspension order will be effective should be specified in the suspension order and the procedure given above should be followed. The suspension order will then be deemed to be effective from the specified date irrespective of the fact whether or not the envelope containing
the order is received by the concerned employee. A format of suspension letter is furnished at Annexure 23.2.

Note: Only the Disciplinary Authority is empowered to sign the order of suspension.

23.4.6 **Death of suspended employee**

If an employee has been under suspension and he died during suspension, he has to be treated as having died on duty and the period of suspension till his death should be treated as on duty. (PA:CIR:3:DTD. 7.4.1995)

23.4.7 **Suspension orders not to be put up to higher authorities for control**

In some cases, suspensions ordered by the Disciplinary Authorities are put up to the next higher authority for administrative control. Such practice is not in order as a Disciplinary Authority has to take an independent view in such cases. (NBG:ADM:SPL:1375 DTD. 5.6.1997)

23.5 **Chargesheet : Preparation and Service**

23.5.1 **Issuance of charge sheet**

The employee, against whom disciplinary proceedings are proposed or likely to be initiated, should be served with a chargesheet clearly setting forth his acts and omissions and asking him to file his statement in defence thereto within a time to be specified therein. Generally a time of 7 days for submitting reply to the chargesheet is considered reasonable. However, sufficiency of time will be determined by the circumstances of each case. For example, if lengthy charges are framed running into number of pages, the time of one week may not be sufficient. Whether reasonable opportunity was given or not, will depend upon the facts and merits of each case.

When the employee proceeded against requests for additional time and it is based on reasons the denial of which may cause denial of reasonable opportunity to him for adducing his defence, the authority empowered to do so, may grant further time. Where, however, it is not considered justified to grant further time, the employee concerned may be informed in brief the reasons for not permitting extension of time.

23.5.2 **Language of charge sheet**

The chargesheet should be in the language easily understood by the employee. It may be kept in mind that the chargesheet is sometimes given to such employees who may not have adequate educational attainments. If the employee asks for the chargesheet in a language which he can understand and if the Bank is satisfied about the reasonableness of such a request, it may be acceded to.

23.5.3 **Serving of charge sheet**

The chargesheet can be served on the concerned employee personally or through an authorised representative i.e. Bank’s Manager/Clerical Staff/Officer. If he refuses to receive the same, such refusal could be deemed to be good service provided it is witnessed by two persons including the person who goes to effect the service. In case of an absent employee, the chargesheet should be sent by registered post with acknowledgement due. Where such chargesheet is sent by registered acknowledgement due post, the same shall, at the discretion of the Bank, be deemed to have been duly served on the workman if the same has been refused by him (paragraph 529 of Sastry Award and paragraph 18.24 of the Desai Award as retained by Desai Award vide paragraph 18.28 thereof). Refusal to accept a
chargesheet is a misconduct and an employee can be proceeded against on this count also.

23.5.4 Contents of charge sheet

A chargesheet is an important document and, therefore, great care should be exercised in the preparation thereof. The charges framed should be precise, specific and not vague. The chargesheet should clearly state what the employee is accused of and where a charge relating to a particular incident is framed, brief description of the incident, together with complete details such as time and date of the incident should be given. If the employee is accused of disorderly behaviour or discourtesy to superiors, then the exact words used by the employee which are considered as discourteous or disorderly behaviour should be furnished.

23.5.5 Important factors for drafting of charge sheet

While drafting a chargesheet, undernoted factors should be kept in view:

a) when the complaint is received against an employee, then the facts should be analysed to find out whether the facts contribute to any particular misconduct.

b) it may be found that on some occasions, the same facts may form more than one misconduct and, therefore, on the same facts, an employee can be charged of two misconducts simultaneously or alternatively.

c) charge should not take the form of verbiage. Incident/facts should be clearly and precisely stated.

d) unnecessary matters, not directly relevant to the misconduct, should not be narrated,

e) the charges should be consistent and should carry correct sense.

f) the charge should refer to specific instances, if there are many then a few for sake of example should be mentioned.

g) the language of chargesheet should not indicate conclusion of guilt,

h) the charges should not be vague (vague can be considered as the antonym of ‘definite’. If the ground is incapable of being understood or defined with sufficient certainty, it can be called vague). If on the reading, the charge furnished is capable of being intelligently understood and is sufficiently definite to furnish material to enable the chargesheeted employee to make a representation against the charge, it cannot be called vague.

23.5.6 Indication of names of witnesses, list of documents etc.

The chargesheet should neither indicate the name(s) of the witness(es) and list of documents proposed to be examined and relied upon by the Bank at the enquiry.

23.5.7 Mention of charges as per provisions of awards in the charge sheet

It is advisable to indicate as far as possible the relevant provisions of the Award under which a particular misconduct committed by the employee fits in.
23.5.8 **Charge sheet should invariably be signed by Disciplinary Authority**

The charge sheet should invariably be signed by Disciplinary Authority.

23.6 **Examination of Reply to Charge sheet**

Reply to the charge sheet served upon an employee may or may not be submitted by him. The Disciplinary Authority cannot force an employee to submit his reply to the charge sheet. If a reply is submitted by the employee concerned, it should be examined by the Disciplinary Authority carefully and, if in his opinion, there are grounds to enquire into the truth of any misconduct, an Enquiry Officer will be appointed by the Disciplinary Authority under advice to the branch manager and Disciplinary Proceedings Cell. In case the employee concerned admits some or all charges of misconduct mentioned in the charge sheet, no further enquiry is necessary in respect of such admitted charges. For those charges of misconduct which are not admitted by the delinquent employee, the Disciplinary Authority may have the enquiry conducted through an Enquiry Officer appointed by him.

23.7 **Appointment of Enquiry Officers (e.o.)**

23.7.1 **E.O. should be unconnected with the incident**

When the disciplinary authority is not satisfied with the reply to the chargesheet, he can order a detailed enquiry and the disciplinary authority can himself hold the enquiry and pass the orders. However, it is advisable that an officer who is not complainant, or witness in the case and is also not in any manner connected with the incident should be appointed as Enquiry Officer. The enquiry is necessary in case of gross misconduct when penalty is dismissal from service though the employee accepts all the charges in reply to the chargesheet. He should be able to form an independent judgment and should be aware of rules and procedures. Investigation officers should not be appointed as E.O.

23.7.2 **E.O. should not be changed after commencement of inquiry**

Once the enquiry has commenced i.e. witness etc. have been produced and examined an Enquiry Officer should not be changed as it is desirable that an authority who hears the arguments should decide the case. Allegation of bias or prejudice, if any, received against the Enquiry Officer, is based on facts and reasonable grounds, should be properly examined by the disciplinary authority and reasons for continuing the existing officer or changing him should be recorded.

23.7.3 **E.O. as agent of disciplinary authority**

Enquiry Officer is an agency of the disciplinary authority as a part of machinery for collecting facts and materials for basing his conclusion. He is engaged in fact finding mission and does not hold any trial. He need not follow rules or procedures of courts or apply the provisions of Evidence Act or any other law.

23.7.4 **E.O.'s role limited to ascertaining facts**

The Enquiry Officer is not empowered to give punishment. His jurisdiction is limited to ascertaining facts through means of an enquiry, submit his report to the disciplinary authority together with his findings, indicating reasons thereof. If there is more than
one charge, his findings together with reasons should relate to each charge separately.

23.7.5 Report of E.O. not binding on disciplinary authority

The report and findings of the Enquiry Officer are not binding on the disciplinary authority. Where, however, the disciplinary authority differs from the views or findings of the Enquiry Officer, he has to record reasons therefor, in writing, and also convey them to the employee proceeded against.

23.8 Holding of a Departmental Enquiry

23.8.1 Intimation to charge-sheeted employee (CSE)

The Enquiry Officer appointed to conduct departmental enquiry, against an employee should inform him through his (employee’s) Branch Manager/Departmental Head/directly in advance. At least seven clear days’ notice should be given taking into account the transit period, the place, date and time of the enquiry. The employee should be informed that in case (i) he desires to examine any witness(es) on his side or to rely on any document in support of his case, he should produce them at the enquiry; (ii) he wishes to examine any Bank employee, he should give notice to the Enquiry Officer sufficiently in advance so that the said employee should be asked to be present at the hearing. (A draft of notice of the enquiry to an award employee is given at Annexure 23.6). Where the notice is being sent directly to the employee, it should be sent through registered A.D. post both at his recorded address with the bank and his permanent address, if he is not attending his duties.

23.8.2 Presence of CSE at the proceedings

Where the notice of the enquiry is not served on the employee, it is desirable to adjourn the enquiry and fix a fresh date. Where the employee does not attend the enquiry although the notice therefor has been served on him and/or if fully aware of the date, time and place of the enquiry, the Enquiry Officer may hold the enquiry ex-parte after recording his reasons for doing so in the proceedings.

If, however, any adjournment is sought and the Enquiry Officer is satisfied that the reasons are bonafide and good, he may grant the adjournment. Absence on account of illness (supported by acceptable medical certificate), leave etc. may be considered as good reasons for adjournment.

23.8.3 Grant of adjournment

The grant of adjournment is purely at the discretion of the Enquiry Officer and every request for adjournment should be accompanied with reasons therefor, and the Enquiry Officer should carefully examine them and take a decision. If he is satisfied that the employee has been given repeated opportunity to put his defence and he is avoiding to do so and is seeking adjournments on intentional and unjustifiable grounds he may decline such request of adjournments.

23.8.4 Presence of other employees of the Bank as defence witnesses

The employee may request Enquiry Officer to seek presence of witness on his behalf who are employees of the Bank; such requests should be accompanied by reasons
for summoning the witnesses. If the Enquiry Officer is satisfied that the request is reasonable and their absence will affect the interests of employee, the Enquiry Officer may ask the Bank to procure their presence at Bank's expense. If the departmental proceeding is adjourned at employee's or his representative's request, the cost of bringing witness may not be borne by the Bank.

23.8.5 **Perusal of documents by CSE**

The employee proceeded against has also got the right to, if he so desires, the summoning of any documents in custody or in power of the Bank for being produced before the enquiry or shown to him. Such request from the employee should be carefully examined. If the documents are relevant to the case and are necessary for the defence of the employee, and the Enquiry Officer so directs, arrangements may be made for showing the documents to the employee at the enquiry or being produced before the Enquiry Officer.

23.8.6 **Holding of joint enquiry**

On some occasion, the misconduct is committed jointly by two or more persons or they are associated either as an abetter or principal or in some other way. In all such cases, joint enquiry may be held. A separate enquiry is, however, not invalid.

23.8.7 **Venue for the enquiry**

The departmental enquiry should be held ordinarily on working days at the place where the accused is posted or at the place where the misconduct was committed. Normally, it should be held at the place where the misconduct was committed so that it is easy to arrange for the witness and for procurement of documents etc. without any delay. Enquiry Officer may, however, fix date, time, and venue of the enquiry at his discretion.

23.8.8 **Defence through representative of registered union of the Bank**

It is permissible for the employee to be represented and defended at the enquiry by a representative of a Registered Union of the Bank who should submit a letter of authority in his favour duly executed by the employee. The letter of authority should be on the lines of proforma enclosed (Annexure 23.12). The defence representative will have the right to write, seek adjournment or represent the employee before the Enquiry Officer only after the letter of authority is filed. Where, however, the employee gives in writing that defence representative may not necessarily be a representative of the registered employee's union, he can seek services of any other employee of the Bank.

23.8.9 **Decision by presenting officer with regard to production of evidence, witnesses, documents etc.**

The presenting official (who is normally the Branch Manager or any other official deputed for the purpose) should, before the date of enquiry, consider and decide as to what documentary and oral evidence should be adduced on the side of the bank to establish a charge. If it is regarded that any witness should be examined on behalf of the Bank at the enquiry, they should be notified sufficiently in advance about the place, date and time of the hearing in consultation with the controlling authority. If certain documents are necessary, they should be obtained well in advance. It may sometimes happen that the Bank may have to rely on documents in the possession of third parties to establish the charges against employees. In such cases written
requests should be made to the concerned parties to produce the required
documents at the hearing and, if necessary, to render oral evidence before the
Enquiry Officer. Normally, the Presenting Officer should be junior to the Enquiry Officer.

23.9 Procedure at the Enquiry

23.9.1 Attendance of presenting officer

The presenting officer should present himself before the Enquiry Officer at the
appointed time with the relevant papers and documents which he proposes to
produce at the enquiry as exhibits and accompanied by the persons whom he
proposes to examine as witnesses on behalf of the Bank.

23.9.2 Attendance of CSE and his representative

The employee proceeded against should also appear before the Enquiry Officer at
the appointed time with his representative, if any, and his witnesses, if the employee
and his representative fail to attend the hearing, the Enquiry Officer has authority to
proceed with the hearing of the enquiry ex parte. Before holding the enquiry ex
parte, the Enquiry Officer should exercise great care and should satisfy himself
beyond doubt that despite being aware of the date, time and venue of the enquiry
the employee or his representative has not appeared at the enquiry intentionally or
purposefully. If it is for the first time that the employee or his representative are absent,
it is desirable to wait for sometime for their arrival at the place of the enquiry or to
adjourn the enquiry to some other date. Normally, it is desirable to give to the
employee atleast three opportunities to appear at the enquiry and adduce his
defence. Where the employee or his representative appears and seeks adjournments
and Enquiry Officer finds the request bonafide and grant the adjournment it
should be recorded in the proceedings. No fresh notice in such cases would be necessary as
the request for adjournment; Enquiry Officer's decision thereon and the date, time
and place of the next hearing would be recorded in the proceedings of the date
and which will be duly signed by all concerned.

23.9.3 Record of enquiry proceedings

The Enquiry Officer should maintain a book to record the proceedings of the enquiry.
The proceedings may also be recorded on sheets of paper or typed. He should
record in this book, preferably in his own handwriting, the date or dates on which the
proceedings take place, the name of the employee proceeded against, the charge
or charges, the deposition of the witnesses (the mode of recording deposition of
witnesses is discussed below) as well as the contents of the documentary evidence
tendered by both parties, the arguments of presenting official and the employee and
his representative and the findings of the Enquiry Officer in full with reasons. (The
manner in which proceedings should be recorded is explained in Annexure 23.7).

23.9.4 Reading of charges by E.O.

The enquiry starts with the Enquiry Officer reading out to the employee the charges
and asking him whether or not he admits the charges.

23.9.5 Acceptance of charge by CSE
If the employee admits the charges against him, the Enquiry Officer can record the fact and obtain the signatures of the presenting officer, the employee and his representative at the bottom of each page of book and thereafter close the enquiry. He may, in the event, send his report containing his findings to the disciplinary authority.

23.9.6 Denial of charge by CSE

If the employee denies the charges, the Enquiry Officer should ask the presenting official to open the case. The presenting official may then explain to the Enquiry Officer the facts of the case. The employee and if he is defended by a representative of a Registered Union of Bank employees, the latter may then be allowed to explain the employee's case. This should be duly recorded by the Enquiry Officer.

23.9.7 Ex-parte enquiry

Whenever the charge-sheeted employee deliberately avoids attending the inquiry or boycotts the same, it is open for the EO to proceed ex-parte. The circumstances leading to an ex-parte inquiry may be as under:

a) When the charge sheeted employee, despite notices, fails to attend the inquiry without submitting valid reasons for having done so;

b) When the charge sheeted person walks out of and boycotts the enquiry proceedings consequent to certain rulings given by the enquiry officer, or

b) When the charge sheeted person makes a request for an adjournment, and the request is disallowed by the enquiry officer, but the latter subsequently absents.

In the event of the EO deciding to go ex-parte, he has to ensure the following:

1. He should record in the proceedings about the opportunities given and adjournments granted to the charged sheeted employee,

2. While the PO, as usual, should be called upon to lead the evidence first, and prove the charges, the EO has the added responsibility to see that the absence of the charge sheeted employee does not lead to the latter's interest being ignored. The EO has therefore to fully satisfy himself about the facts by putting relevant questions to the witnesses and get clarifications before arriving at the conclusions/findings.

3. The EO has to be quite careful to see that there is no lacuna in the inquiry, and the formalities are strictly and properly observed, and all necessary evidences produced and recorded,

4. A copy of the daily proceedings of inquiry should invariably be sent to the charge sheeted employee on an on-going basis, irrespective of the fact that he absented at any stage(s) of inquiry. This serves two purposes: The charge sheeted employee is kept posted with the progress so that he can intervene if he so desires, and that he can exercise the option to rejoin at any stage in the mid of the proceedings. He can't under the circumstances claim that he was not given a hearing.
23.10 Production of Documents

23.10.1 Production of evidence in the form of statements witnesses or documents

The evidence which is produced before an Enquiry Officer either consists of the statement of witnesses or documents relating to the matters in issue.

23.10.2 Principles of natural justice for utilisation of material against CSE

The principles of natural justice firmly establish that no material should be utilised against charged employee unless it is disclosed to him in a departmental enquiry and he is given an opportunity to explain and rebut the same. As such any document which will be used as evidence, on acceptance or rejection of which turn the decision as to the guilt or innocence of the employee proceeded against, must be disclosed to him and if he so desires, he may be supplied copies thereof or may make his own notes therefrom, at the discretion of the Enquiry Officer. Documents produced by the Banks should be marked PE Ex. 1, PE Ex. 2, PE Ex. 3, etc. and documents produced by defence representative or employee should be marked DE Ex. 1, DE Ex. 2, DE Ex. 3 etc. If the presenting officer so desires, copies of the documents/papers produced by the employee may be perused by him, copies may be taken or notes may be made at the discretion of the Enquiry Officer.

23.10.3 Powers of E.O. to reject production of irrelevant documents

Wherever the Enquiry Officer is satisfied that demand of production of a document in possession of the Bank or employee proceeded against is not justified i.e. the documents is irrelevant, he may decline the request but in such case demand and the reason for denial should be recorded in the proceedings.

23.10.4 Permission to CSE for inspection of documents/taking notes

The employee proceeded against, if requests for inspection of documents/papers etc. which are relevant to the issues and will be relied upon against the employee, he may be permitted to inspect them and take notes thereof.

23.11 Examination of Witnesses

i) The next stage is the examination of the Bank’s witnesses who may be designated PW 1, PW 2, etc. The examination of a witness is in the form of questions put to him together with his answers thereto. Before starting the examination of the first witness for the Bank, all other witnesses for the Bank as well as those for the employee should be asked to stay outside the room where the hearing is conducted. The examination of a witness by the side which cites him as witness is called Examination-in-Chief. In Examination-in-Chief of the Bank’s witnesses, the presenting official should ask questions to elicit answers on the points which he wishes to be established through him.

ii) The Enquiry Officer should not permit questions which themselves suggest the answers thereto. He may also rule out any questions which he considers irrelevant and unnecessary but if he does so he may record the question and his view that it is irrelevant and unnecessary and that he has ruled it out.

iii) The questions put to the witness and the answers thereto should be recorded with precision. During the course of the Examination-in-Chief, the Enquiry Officer is not
precluded from putting questions to any witness. The question by E.O. should be to clarify the position which was narrated by the witness. Here E.O. should refrain from entering into the shoes of the P.O.

iv) If it is necessary to prove any document exhibited on the side of the Bank through the witness, the presenting official may have it proved by the witness and if necessary have the contents thereof fully explained by him.

v) After the presenting official completes his Examination-in-Chief of the witness, witness is cross examined by either the employee or, if he is represented at the hearing, by his representative. In cross-examination, the Enquiry Officer can rule out any question which he considers irrelevant or unnecessary but he should record the question, the fact that he has ruled it out and also the reason therefor. He may also ask questions to the witness to clarify any points left in doubt or left ambiguous during the cross-examination.

vi) After the cross-examination of the witness is over, if any points elicited in cross-examination require to be explained or clarified, and if the presenting official thinks fit to do so, he may, with the permission of the Enquiry Officer, re-examine the witness by putting questions on the points requiring clarification or explanation. The Enquiry Officer can, in his discretion, permit new matters to be introduced provided the employee or his representative is permitted to again cross-examine the witness on the new points introduced.

vii) After the Examination-in-Chief, cross-examination and re-examination of the witness is completed, he, the presenting official, the employee and his representative should be asked to sign just below each page of the deposition in the record book of the Enquiry Officer. However, if the Examination-in-Chief, cross examination or re-examination of the witness is not completed in one day, the Enquiry Officer should obtain the signature of the above mentioned persons, just below the deposition recorded until the end of the day it had begun. The presenting official, the employee and his representative should besides sign at the bottom of each page of the record of proceedings.

viii) The presenting official should then call his next witness and the procedure set out in paragraphs 23.11.1 to 23.11.7 above should be followed in his Examination-in-Chief, examination and re-examination.

ix) After the evidence of all the witnesses for the Bank is taken, the Enquiry Officer should ask the employee or his representative whether he desires to examine the employee as a witness on his side and also whether he has got any other witnesses to be examined. If the employee says that he does not propose himself or any other witnesses to be examined on his side to disprove the charge, the Enquiry Officer may treat the evidence as closed and adopt the procedure set out in paragraph 23.11.1 above.

x) On the other hand if he says that he proposes to examine himself and witnesses on his side, his evidence may be recorded first after asking the other defences witnesses to go out of the room. The employee and his witnesses may be designated DW 1, DW 2, DW 3 etc. First he should be examined-in-Chief by his representative, then cross-examined by the presenting official and re-examined (if necessary) by his representative.

xi) The procedure to be followed in recording the evidence of the employee and his witnesses is the same as set out in paragraphs 23.11.1 to 23.11.7 above. They should
be examined-in-Chief by the employee's representative and cross-examined by the presenting official.

xii) It might happen that the employee does not engage anybody to assist and defend him at the enquiry but would still desire to examine himself and some others as witnesses on his side. In such a case the Enquiry Officer would have to formulate the questions in examination-in-Chief and re-examination, the cross-examination being conducted by the presenting official.

xiii) After the recording of the evidence of all the witnesses is completed, the Enquiry Officer can ask the presenting official to make his comments, if any, about the case. Thereafter, he may ask the employee or his representative, in case he is defended by a Registered Bank Employee's Union representative, to make his submissions. The Enquiry Officer may, after hearing the submissions made by both sides close the enquiry. If the submissions are sought to be given in writing, the same may be accepted and recorded. The enquiry be thereafter closed.

23.12 Report and Finding of the Enquiry Officer

23.12.1 Preparation of report by E.O.

The Enquiry Officer should thereafter prepare his report containing the findings in respect of all charges i.e. his conclusion whether or not the employee is guilty of the charges levelled against him and the reasons in support thereof. The findings should be supported by cogent reasons to be set out clearly in the report. He should, where he does not agree with any evidence led in, give his reasons therefor.

23.12.2 Maintenance of unbiased and impartial attitude by E.O

The Enquiry Officer should maintain an unbiased and impartial attitude throughout the proceedings and that he should not prejudice or show any interest in the development or projection of the respective cases of either of the two contesting parties to the enquiry.

23.12.3 Forwarding of report to Disciplinary authority

The report and findings of the Enquiry Officer should be forwarded to the concerned authority by Registered post. Five copies each of the report and findings should be sent.

23.13 Processing of Enquiry Report by the Disciplinary Authority

23.13.1 Scrutiny of E.O.'s report and issuance of show cause notice

The Disciplinary Authority would scrutinise the proceedings of the enquiry and the findings of the Enquiry Officer, and if he is satisfied that the enquiry has been properly conducted and that the charges have been established, he would tentatively decide the punishment to be imposed on the concerned employee. While doing so the Disciplinary Authority will record his reasons for the tentative punishment stating the points considered by him. A notice would then be sent through the branch manager or concerned departmental head for being served on the employee asking him to show cause, specifying the period in which he has to reply why the proposed punishment should not be imposed on him. The employee will also be advised to request for a hearing with the Disciplinary Authority, if he so desires. (A
specimen of show cause notice is enclosed, see Annexure 23.8 and 23.8(a)) The employee would also be furnished with a copy of the proceedings of the enquiry and a copy of the findings of the Enquiry Officer, to enable him to show cause against the proposed punishment. If the employee does not make any statement within stipulated time, the Disciplinary Authority would presume that the employee has no submissions to make and may proceed to take the final decision. If the employee makes any submission or request for a personal hearing with the Disciplinary Authority, the branch manager should forward the same to the concerned Disciplinary Authority without any delay. The Disciplinary Authority would then peruse statement made by the employee in writing or at the time of personal hearing. Thereafter, the Disciplinary Authority would decide whether he should change the tentative punishment and impose a lesser punishment or impose no punishment at all. If he considers that the employee has not adduced any satisfactory reason to change the proposed punishment, the Disciplinary authority would confirm his tentative decision and impose the proposed punishment. It is desirable that separate punishment is imposed in respect of each proved charge.

23.13.2 Order of disciplinary authority

The order (as per specimen enclosed Annexure 23.9) accompanied by a suitable memorandum addressed to the concerned employee would be sent to the branch manager for being served upon the employee. The Order will take effect on the date it is served on/communicated to the employee.

23.13.3 Refusal for acceptance of order by CSE

In case the concerned employee refuses to accept the order, his refusal should be recorded in the presence of two witnesses and the procedure given above is regard to the service of chargesheet/suspension order in similar circumstances be followed.

23.14 Right of Appeal

Under the provisions of the Sastry Award as modified by industry level Bipartite Settlement dated 10.04.2002, the employee is given an opportunity to appeal against the order within forty-five days from the date on which the original order has been communicated in writing to the employee concerned. If an appeal is made, the Appellate Authority would consider the case and dispose of the appeal as early as possible. The Appellate Authority may either uphold the order of the Disciplinary Authority or reverse it. However, until the decision of the Appellate Authority is conveyed to the employee, the order made by the Disciplinary Authority will continue to subsist and have effect. The appellate authority may also give personal hearing to the employee, at his request, in case of punishment of dismissal only.

Note:

There is no provision in the award or bipartite settlements empowering the Appellate Authorities to enhance the penalty already awarded to an employee. It is pertinent to note that no provision of the review of the order passed either by the Disciplinary Authority or Appellate Authorities exists in the award or bipartite settlements.
23.15 **General guidelines**

23.15.1 **Admission of charges**

It may happen that the employee may at the outset admit the charges against him. Where the delinquent employee admits the charges, it is not necessary to hold a formal enquiry into those charges. The admission must, however, be expressed in writing. It is not sufficient to say that it is implied in the statement. If orders are passed on the basis of a clear admission by the delinquent employee, no violation of the principles of natural justice would be involved. If the employee admits the charges against him during the enquiry the proper course for the Enquiry Officer would be to record that fact and obtain the signatures of the Bank's representative, the employee and his representative and thereafter close the enquiry.

23.15.2 **Tendering of apology by delinquent employee**

If the delinquent employee, after he is served with a chargesheet, tenders an unconditional apology, it implies that he is admitting the charges. In such a case there does not arise any necessity for an enquiry and the Disciplinary Authority is straightway seized with the matter of assessing his guilt on the basis of the information already available on record. It is, however, necessary that the apology tendered by the employee must be unconditional. An apology can be said to be unqualified only when the delinquent owns his fault and throws himself at the mercy of his Superior Officers as distinguished from his politely denying the charge and begging for pardon. In the latter case, since the charges stand denied, the formal enquiry cannot be dispensed with. An apology does not empower the Disciplinary Authority to dispense with the show-cause notice giving the employee a reasonable opportunity of making representation on the penalty proposed/to be imposed on him. It may be noted that in order to dispense with the formal enquiry, the admission or apology must be made by the delinquent employee in reply to the chargesheet issued to him. Further in order to avoid miscarriage of justice and any subsequent legal complications, the order dispensing with the formal enquiry has to be made with utmost caution.

23.16 **Guidelines for Dealing with Employees who commit an "Offence"**

i) It will be observed that the Award defines the expression "Offence" as any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provisions of Law. Section 10 of the Banking Regulation Act lays down that no Banking Companies shall employ or continue the employment of any person convicted of an offence involving moral turpitude. Thus, if an employee, is convicted by a Court of Law for such an offence, it becomes obligatory on the Bank to discontinue his employment in the Bank. And the Award lays down that if an employee is convicted of such an offence, he may be dismissed with effect from the date of his conviction or may be given any lesser form of punishment (which would cover discharge). In cases involving moral turpitude, it is not necessary to follow the procedure laid down for disciplinary action. It may happen that the employee who is prosecuted (either at the instance of the Bank or otherwise) for an offence involving moral turpitude, is acquitted by a Court of Law. In such cases the bank may institute departmental proceedings against him and seek to establish the charges at the domestic enquiry. (In such cases, the guidelines given above for taking disciplinary action must be followed). Here it is important to bear in mind that the level of proof required in a criminal court for conviction is much higher than that required in a domestic enquiry. In a Court of Law, the life and liberty of a person are at stake and, therefore, justice demands that a person's guilt should be established beyond reasonable doubts. The same is not the case with a domestic enquiry. In a domestic enquiry, it is sufficient if the facts as brought out at the enquiry warrant or justify a
reasonable inference that the concerned employee is guilty of the charges framed against him. Thus, it is not unlikely that, an employee who is acquitted by a Court of Law may be found guilty in a departmental enquiry.

ii) It may also happen that an employee who is convicted of an offence involving moral turpitude (and, therefore, dismissed by the Bank) by a court may prefer an appeal or a revision application against his conviction and may be subsequently acquitted. In such cases, if he applies to the management for reconsideration of his case, it is obligatory on the part of the management to review his case. On a review of the case, the management may either reinstate him or proceed against him departmentally as laid down in the Award. In case, the Management decides to proceed against him, the guidelines set out above for taking disciplinary action should be followed.

23.17 Entry of Adverse Remarks

A word may be said about entering of adverse remarks against an employee. It must have been observed that one of the punishments that may be imposed on an employee found guilty of gross or minor misconduct is to have an adverse remark entered against him. Thus, where an adverse remark is to be made against an employee as a punitive measure, then it is necessary to follow the procedure laid down in the Award.

i) Paragraphs 516 of the Sastry Award directs that the bank should in the case of every employee maintain a Service Book containing particulars like his name, date of birth, pay, leave taken, any remarks about his efficiency or character made by his superiors etc. Paragraphs 516 further directs that "when adverse remarks are made against an employee, a gist thereof should be communicated to him in writing with the least possible delay". Thus, where the Bank does not intend to take any punitive action against the employee and it is only in the course of the periodical assessment by a superior officer of an employee working under him that remarks are made by the officer with regard to efficiency (for example slow, careless, unpunctual, prone to make mistakes though not deliberately etc.) and character (for example excitable, rude, quarrelsome, etc.), this may be entered in his service book and communicated to him, if adverse to him. This would not amount to disciplinary action.

ii) The following guidelines should be followed in case where, in the course of periodical assessment, an adverse remark is desired to be incorporated in an employee’s Service Record. Assuming that a particular employee is not upto the mark in his work and is not showing sufficient interest in his duties and a remark to that effect is sought to be made in his service record, the following procedure would be necessary:

The Branch Manager should, from time to time, issue memoranda to substantiate the charge of negligence or lack of ability. Such memoranda should not contain threats. (A specimen of such a memorandum is given. See Annexure 23.10 and 23.11). In case the employee does not show any improvement; the Branch manager should write to the Controlling Authority advising the shortcomings and seek guidance. After the Controlling Authority has granted its permission, the adverse remark may be made in the Service Record of the employee. This should be communicated to the employee. The fact that the remark has been communicated to the employee should also be noted in the Service Record quoting the date of the memorandum. A copy of the memorandum bearing the employee’s acknowledgement should be kept attached to his Service Record.
23.18 PRINCIPLE OF NATURAL JUSTICE

23.18.1 Importance of observance of principles of natural justice

It may be mentioned that the principle of natural justice should never be ignored. As according to the fundamental rules of our Constitution, every citizen has to be protected against exercise of arbitrary authority by the State, every power to decide and determine to the prejudice of a person puts the corresponding duty on the officers exercising the power, to act judicially. The courts can question any administrative order which may involve violation of this basic principle. Such an order would be null & void. In the leading case of A.K. Kraipack vs. Union of India, the Supreme Court, apart from observing that the rules of natural justice were also applicable to the administrative enquiries, enumerated the main principles as (i) no one shall be judge in his own case i.e., he must not have anything like a personal interest in the case (ii) no decision shall be given against a party without affording him a reasonable hearing and (iii) quasi-judicial enquiries must be held in good faith, without bias and not arbitrarily or unreasonably. In other words, the domestic tribunal must act honestly, in good faith, with a sense of responsibility and in consonance with its own rules. Further, the suggestion that since departmental proceedings are not judicial in nature, the rules of natural justice are not fully applicable in their case, has been repeated in judicial pronouncements.

23.18.2 Guidelines for observance of principles of natural justice

The departmental enquiry must be conducted fairly and honestly keeping in mind considerations of natural justice and fair play. Violation of the rules of natural justice vitiates the enquiry and renders the order based thereon bad in law. Therefore, the enquiry must be fair and proper both in substance and in its form. An enquiry cannot be said to have been properly held unless :-

a) the employee proceeded against has been informed clearly of the charge levelled against him.

b) the witnesses in respect of the charges are examined in the presence of the employee.

c) the employee is given a fair opportunity to cross examine the witnesses.

d) the employee being proceeded against is given a fair opportunity to put up his defence by examining defence witnesses, and

e) the enquiry officer makes a report recording his finding and the reasons therefor.

23.18.3 Compliance of standards of principles of natural justice

Principles of Natural Justice will generally imply, complying with the following standards:

a) The employee accused of misconduct should be presumed innocent till he is found guilty. The burden of proving the charges lies on the Bank.

b) The accused employee should be informed, in clear terms, of the charges levelled against him.

c) The employee should be given a proper notice and be permitted a reasonable time, so that he can make arrangements for his defence.
d) No enquiry should be conducted by a person who is a party to the case either directly or indirectly.

e) The EO/IA should act in good faith. He should not suffer from any improper motive. He must treat both the contending parties before him equally, giving neither of them an advantage not enjoyed by the other.

f) The EO/IA should not give evidence in the enquiry he is conducting.

g) The evidence in support of the charges should normally be taken in the presence of the charged employee, and he should be given proper opportunity of adducing all relevant evidence on which he relies. No material against him should be relied upon without the employee being given an opportunity of explaining them.

h) The witness against the accused employee should be examined in his presence, and he should have the opportunity to cross-examine the witnesses deposing against him. He should similarly be allowed to examine the witnesses presented by him.

i) The EO/IA can only on bonafide grounds refuse to get a person appear as a witness. Similarly, he can refuse to admit a document only if he considers it irrelevant to the case.

j) The EO/IA should not refuse adjournments sought on reasonable grounds by the charged employee.

k) There should not be excessive and unjustifiable delay in initiating and completing the action, and

l) The quantum of punishment should be decided only after giving a copy of the EO/IA's report to the charged employee so that he may exercise the option of making further submissions, if he so desires.

m) It should be ensured that the punishment imposed (or proposed to be imposed) is not grossly disproportionate with the nature of the offence or misconduct.

23.19 RULES APPLICABLE FOR MISCONDUCT PRIOR TO PROMOTION AS OFFICER

The following shall be added as sub clause (f) in clause 19.12 of the first Bipartite Settlement dated 19th October 1966 and in clause 10 of paragraph 521 of the Sastry Award as applicable to State Bank of India :-

For a misconduct which occurred prior to the promotion of the employee to officers' cadre, disciplinary action shall be in terms of the rules applicable to workmen employees.

23.20 TRANSFER OF EMPLOYEES DURING PENDENCY OF DISCIPLINARY PROCEEDINGS

Where, during the pendency of the disciplinary proceedings, an employee is transferred, the Disciplinary Authority and Appellate Authority for the staff at the transferee branch or Office should function as such for the transferred employee. Further, where enquiry report has been submitted to the Disciplinary Authority before the transfer of the employee concerned, the findings of the Enquiry Officer, as well as the entire enquiry proceedings should be withdrawn from the original Disciplinary
Authority and sent to the Disciplinary Authority for the staff at the transferee branch/office for necessary action.

23.21 DISCIPLINARY AUTHORITY'S ROLE AND REVIEW

(a) A recent review of the disciplinary proceedings against members of the Award Staff has revealed that the punishments inflicted are not commensurate with the seriousness of charges proved against the concerned employees. It appears that the Disciplinary Authorities in respect of the staff under their Region/Branch are prone to following a line of least resistance, especially in those cases in which the local staff unions are vitally interested. In a glaring instance, a messenger found guilty of preparing two fraudulent withdrawals for Rs. 100/- each by forging the signatures of two account holders and using one form to debit the constituent’s account to misappropriate the money was initially advised that he would be discharged from service. However, the Disciplinary Authority, after a personal hearing decided to inflict the penalty of stoppage of three increments only. In another instance, where one of the staff members was found guilty of assaulting an official at the Branch by fists, legs and chair, when the latter was taking out cash from the strong room for a cash remittance, and was also found guilty of manhandling a constituent at the Branch and refusing to obey lawful orders of superiors, the Disciplinary Authority issued a show cause notice for stoppage of two increments which he toned down later to only one increment in the final order, on the grounds that the employee is “young and the proposed punishment would cause serious financial loss to him”. Yet in some other instance where an employee while working on deputation as Manager of the Staff Consumers Co-operative Stores, misappropriated the stores funds and committed some other offences related to misconduct; the disciplinary authority observed that the suspension of the employee for the last six years, which in itself has been quite a punishment for his acts of commission and passed an order which was silent as to how the period of suspension should be treated. The Staff Union raised an Industrial Dispute claiming payment of full salary and allowances for the period of suspension and the Bank had to contest the case.

(b) From these and other cases, an impression is got that the Disciplinary Authorities have not been able to perceive their roles clearly in a manner which would enable them to render full justice between the two sides ranged against each other in a case of disciplinary action, viz., the charge-sheeted employee and the Bank as an organisation. It should be understood that the decision of a Disciplinary Authority in an individual case, particularly when it is incompatible with the seriousness of the charges, becomes final and incapable of being rectified. Also, in an appeal by the charge-sheeted employee, it is not possible to enhance the punishment. It is therefore, imperative that the officials designated as Disciplinary Authorities exercise sound judgement on an objective and impartial basis to ensure that the ends of justice are adequately served, without being either prejudiced against or prepossessed in favour of the employee, which if not done, will only result in miscarriage of justice. When the malafides are proved or a person has committed a fraud, there can be no compromise and we shall have to see that the employee with a propensity to commit frauds does not continue in the Bank’s service.

(c) Having regard to the foregoing, a review of the work of the disciplinary authorities at the Circle Management Level will be made periodically in order to assess their work and performance and guide them in the proper discharge of responsibilities.
23.22 EMPLOYEES RELEASED UNDER PROVISION OF PROBATION OF OFFENDERS ACT

(a) An employee in one of our Associate Banks, sentenced by the Court to undergo three month’s rigorous imprisonment and pay a fine of Rs. 50/- for committing certain criminal offences under sections 420, 467, 471 and 477-A of the Indian Penal Code was subsequently dismissed from the Bank’s service under Paragraph 19-3(b) of the Bipartite Settlement. Later, the Appellate Court partly allowed the appeal filed by the employee. The Court gave benefit of doubt and acquitted the employee of the offence under Section 467 of Indian Penal Code read with Section 471 ibid and set aside the judgement of the lower court in this regard. In respect of offences under Sections 420 and 477-A of Indian Penal Code, the Appellate Court upheld the judgement of the lower court, but directed that the accused be released on probation under Section 4 of the Probation of offenders Act, 1958.

(b) The employee’s representation for revocation of the dismissal orders and his reinstatement in the Bank in view of the Appellate Court’s judgment was referred to the Indian Banks’ Association, who gave the following clarifications:

"When an employee is released under provisions of Probation of Offenders Act, he is not deemed to have been acquitted. An element of offence is always present. This is because the order of release on Probation comes into existence only after the accused is found guilty and is convicted of an offence. Hence, it is in order in having taken action against the employee under paragraph 19-3(b) of the Bipartite Settlement. There is no necessity to conduct any sundry enquiry in the matter”.

23.23 RELIEF OF EMPLOYEES FOR ATTENDING DOMESTIC ENQUIRIES

(a) The employees who have been listed as witnesses in departmental enquiries will be directly intimated by the Enquiry Officer of the date, time and venue fixed for their deposition. The Enquiry Officer will endorse copies of these intimations to the Controlling Authorities of the witnesses concerned. It shall be the responsibility of the administrative authority concerned to ensure that arrangements are made for relief of the witnesses in time.

(b) However, if for some unavoidable reasons it is not possible for the administrative authorities to send appropriate instructions in time, it would in order for the witnesses to proceed to the venue of the enquiry, after obtaining permission from their immediate superiors on the strength of the intimation received from the Enquiry Officers. In such circumstances, the Controlling Authority, if it is not the same as the immediate superior authority of the official, should be advised immediately. Care should, however, be exercised that the necessary precautions or procedures for emergency relief are strictly followed.

(c) Enquiry Officers who issue intimations to witnesses to depose at enquiries should issue certificates to the witnesses indicating the date when the witness concerned appeared at the enquiry and the date when the witness was discharged from the enquiry. The witnesses concerned on reporting back for duty should furnish this certificate to their Branch Manager/Departmental Head for perusal and doing the needful.

(d) It should be remembered that it is binding upon the Prosecution witnesses/Court witnesses to depose at the enquiries and their failure to do so will be viewed seriously. However, such defence witnesses who show their willingness to depose at enquiries may be relieved on the same basis as the Prosecution/Court witnesses. The Charged
employee/Defence Representative would be personally responsible for ensuring the attendance of his witnesses.

### 23.24 DEFENCE WITNESSES: TRAVELLING EXPENSES

Defence witnesses are eligible for payment of travelling expenses and duty leave. Outsiders, who appear as defence witnesses are not eligible for travelling expenses. Enquiry Officers should judiciously decide on the relevance of each witness cited by the defence and disallow a defence witness whose testimony is not considered relevant to the case.

### 23.25 SOLICITING INAM/BAKSHISH

The staff members soliciting for “inam/bakshish” etc., from the Bank’s constituents at the time of festivals like “Dasher”, “Diwali” etc., are liable for disciplinary action.

### 23.26 MAINTENANCE OF DISCIPLINE BOOK

Of late it is observed during the disciplinary proceeding initiated against the employees, both award and Supervising Staff, under the charges of i) disorderly or indecent behaviour in the premises of the bank ii) wilful insubordination or disobedience of any lawful or reasonable order of the management or of a superior, the presenting Officer is not able to substantiate the charges for want of sufficient evidence. There are instructions for maintenance of discipline book at branches wherein such misbehaviour/omission / breach of rules by the employees is recorded. The purpose of book is to record such incidence with full facts, so that if the matter is pursued further, the Branch Manager does not find himself handicapped for want of sufficient proof on the basis of allegations. While recording such incidence in the book, statements of witnesses are also recorded there below. The recordings in the book should confine only to the incidence and no comments/opinion should be recorded therein.
Annexure 23.1

Disciplinary Action and Procedure for Workmen Staff (Memorandum of Settlement dated 10th April 2002)

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

2. By the expression “offence” shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.

3.a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the Bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 6 below.

c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable only for termination of service with three months’ pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so directs.

d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharge, and the provision set out above as to pay, allowance and the period of suspension will apply, the period up to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months’ pay and allowance in lieu of notice, as directed above.

4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of “gross misconduct” or of “minor misconduct”, as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 11 and 12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be
liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 3 above. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 3 above shall apply.

5. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:

a) engaging in any trade or business outside the scope of his duties except with the written permission of the Bank;

b) unauthorised disclosure of information regarding the affairs of the Bank or any of its customers or any other person connected with the business of the Bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the Bank.

c) drunkenness or riotous or disorderly or indecent behaviour on the premises of the Bank.

d) wilful damage or attempt to cause damage to the property of the Bank or any of its customers;

e) wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;

f) habitual doing of any act which amounts to "minor misconduct" as defined below. "habitual" meaning a course of action taken or persisted in, notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him.

g) wilful slowing down in performance of work;

h) gambling or betting on the premises of the Bank.

i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;

j) doing any act prejudicial to the interest of the Bank or gross negligence or negligence involving or likely to involve the Bank in serious loss;

k) giving or taking a bribe or illegal gratification from a customer or an employee of the Bank;

l) abetment or instigation of any of the acts or omissions above-mentioned.

m) Knowingly making a false statement in any document pertaining to or in connection with his employment in the Bank.

n) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the Bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the Bank from the concerned authority.

o) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the Bank in cases not covered by the above Sub-Clause (n) and where a report to that effect has been received by the Bank from the concerned authority and the employee does not accept the charge.

p) Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days.

q) Misbehaviour towards customers arising out of Bank's business.

r) Contesting election for parliament/legislative assembly/legislative council/local bodies/municipal corporation/panchayat, without explicit written permission of the Bank.

s) Conviction by a criminal Court of Law for an offence involving moral turpitude.

t) indulging in any act of 'sexual harassment' of any woman at her workplace.

Note: Sexual harassment shall include such unwelcome sexually determined behaviour (whether directly or otherwise) as
a) physical contact and advances;
b) demand or request for sexual favours;
c) sexually coloured remarks;
d) showing pornography; or
e) any other unwelcome physical verbal or non-verbal conduct of a sexual nature.

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

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

6. An employee found guilty of gross misconduct may;

a) be dismissed without notice; or
b) be removed from service with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
c) be compulsorily retired with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
d) be discharged from service with superannuation benefits i.e. Pension and/or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
e) be brought down to lower stage in the scale of pay up to a maximum of two stages; or
f) have his increment/s stopped with or without cumulative effect; or
g) have his special pay withdrawn; or
h) be warned or censured, or have an adverse remark entered against him; or
i) be fined.

7. By the expression “minor misconduct” shall be meant any of the following acts and omissions on the part of an employee:

a) absence without leave or overstaying sanctioned leave without sufficient grounds;
b) unpunctual or irregular attendance;
c) neglect of work, negligence in performing duties;
d) breach of any rule of business of the bank or instruction for the running of any department;
e) committing nuisance on the premises of the bank;
f) entering or leaving the premises of the bank except by an entrance provided for the purpose;
g) attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;
h) holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;
i) canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or
except in accordance with the provisions of any rule or law for the time being in
force;
j) failing to show proper consideration, courtesy or attention towards officers, customers
or other employees of the bank, unseemly or unsatisfactory behaviour while on duty;
k) marked disregard of ordinary requirements of decency and cleanliness in person or
dress;
l) incurring debts to an extent considered by the management as excessive;
m) resorting to unfair practice of any nature whatsoever in any examination conducted
by the Indian Institute of Bankers or by or on behalf of the Bank in cases not covered
by sub-clause (n) under 'Gross Misconduct' and where a report to that effect has
been received by the bank from the concerned authority and the employee
accepts the charge;
n) refusal to attend training programme without assigning sufficient and valid reasons;
o) Not wearing, while on duty, identity card issued by the bank;
p) Not wearing, while on duty, the uniform supplied by the bank, in clean condition.

8. An employee found guilty of minor misconduct may:
   a) be warned or censured; or
   b) have an adverse remark entered against him; or
   c) have his increment stopped for a period not longer than six months.

9. A workman found guilty of misconduct, whether gross or minor, shall not be given
more than one punishment in respect of any one charge.

10. In all cases in which action under Clauses 4.6 or 8 may be taken, the proceedings
held shall be entered in a book kept specially for the purpose, in which the date on
which the proceedings are held, the name of the employee proceeded against, the
charge or charges, the evidence on which they are based, the explanation and the
evidence, if any, tendered by the said employee, the finding or findings, with the
grounds on which they are based and the order passed shall be recorded with
sufficient fullness, as clearly as possible and such record of the proceedings shall be
signed by the officer who holds them, after which a copy of such record shall be
furnished to the employee concerned if so requested by him in writing.

11. When it is decided to take any disciplinary action against an employee such decision
shall be communicated to him within three days thereof.

12. The procedure in such cases shall be as follows:-

a) An employee against whom disciplinary action is proposed or likely to be taken shall
be given a charge-sheet clearly setting forth the circumstances appearing against
him and a date shall be fixed for enquiry, sufficient time being given to him to enable
him to prepare and give his explanation as also to produce any evidence that he
may wish to tender in his defence. He shall be permitted to appear before the
Officer conducting the enquiry, to cross-examine any witness on whose evidence the
charge rests and to examine witnesses and produce other evidence in his defence.
He shall also be permitted to be defended-

(i) (x) by a representative of a registered trade union of bank employees of which he
is a member on the date first notified for the commencement of the enquiry.

(y) where the employee is not a member of any trade union of bank employees on
the aforesaid date, by a representative of a registered trade union of
employees of the bank in which he is employed:
OR

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

OR

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

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

Note in case of workmen in Banks, representation in domestic enquiry can only be as laid down in the Bipartite Settlement Therefore, a reference to registered trade union of bank employees in clause 19.12 of the First Bipartite Settlement would refer to a 'trade union of workmen' only.

Reference Chandigarh Circle Circular Letter no. CirDO/P&HRD/45/2005-06 DTD 17th June, 2005

b) Pending such inquiry or initiation of such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowances, etc.

c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

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

e) An enquiry need not be held if:

(i) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct;

(ii) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice; and
(iii) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

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

f) An enquiry need not also be held if the employee is charged with minor misconduct and the punishment proposed to be given is warning or censure. However,

(i) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and

(ii) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has a right to have access to the documents and material on which the charge is based;

(iii) if the employee requests a hearing such a hearing shall be given and in such a hearing he may be permitted to be represented by a representative authorised to defend him in an enquiry had such an enquiry been held.

g) Where an employee is charged with a minor misconduct and an enquiry is not held on two previous occasions, an enquiry shall be held in respect of the third occasion.

13. Where the provisions of this Settlement conflict with the procedure or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedure or rules, exist certain provisions outside the scope of the provisions contained in this Settlement enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 10 and 11 above shall apply.

14. The Chief Executive Officer or the Principal Officer in India of a bank or an Alternate Officer at the Head Office or Principal Office nominated by him for the purpose shall decide which officer (i.e. the disciplinary authority) shall be empowered to take disciplinary action in the case of each office or establishment. He shall also decide which officer or body higher in status that the officer authorised to take disciplinary action shall act as the appellate authority to deal with or hear and dispose of any appeal against orders passed in disciplinary matters. These authorities shall be nominated by designation, to pass original orders or hear and dispose of appeals from time to time and a notice specifying the authorities so nominated shall be published from time to time on the bank’s notice board. It is clarified that the disciplinary authority may conduct the enquiry himself or appoint another officer as the Enquiry Officer for the purpose of conducting an enquiry.

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

15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.
16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where any notice, order, charge-sheet, intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as good service.
ANNEXURE 23.2

MEMORANDUM

Shri..........................................
C/o State Bank of India,
..............................................

You are hereby suspended from the Bank’s service, pending further action, with immediate effect/with effect from ................. in connection with ..................................

In this regard, you are hereby further instructed as under :-

a) It is not necessary for you to report at the office for making attendance;

b) During the period of suspension, you will refrain from entering the Bank’s premises unless you are specifically instructed/_permitted to do so by the Bank in connection with enquiry/other specific purpose, failing which it will be treated as an act of insubordination and the Bank, besides initiating fresh disciplinary action for your said acts of insubordination as well as for any further action of misconduct, will also be at liberty to initiate suitable legal action for unauthorised trespassing of the bank’s premises.

c) If you are found indulging in acts of rude and indecent behaviour with the members of the staff or interfering with office administration, you will be liable for further action of misbehaviour.

d) You will be granted subsistence allowance during suspension period as admissible under the Desai Award, bipartite settlements.

Disciplinary Authority
ANNEXURE 23.3

STATE BANK OF INDIA,
Shri........................................... . ..................................................
C/o. State Bank of India,
. ..........................................

CHARGE-SHEET

It has been decided to initiate disciplinary action against you on the following charges:

i) That you made fraudulent entries in the Pass Book No. ................. belonging to Shri ..................................................., a Savings Bank account-holder of the branch, the details of which are as under:

<table>
<thead>
<tr>
<th>Date</th>
<th>Particulars</th>
<th>Withdrawals</th>
<th>Deposits</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 7</td>
<td>By Tr.</td>
<td>200.00</td>
<td>950.00</td>
<td></td>
</tr>
<tr>
<td>April 9</td>
<td>By Cash</td>
<td>320.00</td>
<td>1,270.00</td>
<td></td>
</tr>
</tbody>
</table>

ii) That you, after making the aforesaid fraudulent entries, forged the initials of a member of the supervising staff viz. Shri ..................................................., with a view to authenticate these entries made by you.

2. The above charges, if established, would amount to gross misconduct in terms of the provisions of the Award.

3. You are, therefore, hereby instructed to submit your explanation in defence in writing, to the undersigned regarding the above charges within a week from today failing which it will be presumed that you have no reply to submit in this regard and we shall proceed accordingly.

Disciplinary Authority

Designation
ANNEXURE 23.4

Shri ............................................
..................................................................
..................................................................

With reference to your letter dated ................., the Bank is not concerned as to by whom and how the reply to the charge-sheet served on you is to be prepared but as an employee of the Bank it is incumbent upon you to submit your explanation, if any, before ............................................, failing which it will be presumed that you have no reply to submit in this regard and we shall proceed accordingly.

............................................
Branch Manager/Departmental Head
ANNEXURE 23.5

INSTRUCTIONS FOR CONDUCTING DEPARTMENTAL ENQUIRIES

1. The employee concerned should be given every opportunity to state his case personally or through a representative of a registered union of Bank employees and to produce such evidence as he may deem necessary in his defence at the enquiry.

2. Please ensure that the questions put to the various witnesses by Inquiring Authority, the employee or his representative as the case may be, and their answers are recorded verbatim in the proceedings.

3. In case the employee concerned decides not to cross-examine any of the witness produced by the Bank, this fact should be recorded.

4. Please ensure that evidence is taken on all the charges framed in the charge-sheet.

5. Findings in the case should be arrived at and recorded after evidence in respect of all the charges has been recorded. Findings should be based only upon facts which are brought on record during the proceedings.

6. The Enquiry Officer should record evidence in support of the charges and come to his own conclusions on the basis thereof. Findings should be definite and not vague.

7. All pages of the enquiry report should be signed by the Enquiry Officer, Bank’s representative, witnesses, the employee concerned and his representative, if any, in due course. Four copies of the enquiry proceedings be forwarded to the Controlling Authority in due course.

8. In terms of the instructions contained in paragraph 521(8) of the Sastry Award, read with paragraph 18.28 of the Desai Award, recording of the enquiry proceedings should be done in a book kept specially for the purpose: the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based and the order passed shall be recorded under the signature of the Enquiry Officer.
ANNEXURE 23.6

NOTICE OF ENQUIRY

Shri ............................................
C/o. State Bank of India
............................................

Dear Sir,

This is to advise you that an enquiry into the charges set out in the charge-sheet served on you by the Disciplinary Authority ....................................... on the ............................................ will be held by me on the .......... at ............................................. in the Branch Manager's chamber at ............................................ Branch. You should, therefore, appear before the undersigned when you will be permitted to cross-examine the witnesses produced on behalf of the Bank and to produce witnesses and such evidence in your defence as you may deem necessary. If you so desire, you will be permitted to be defended by a representative of a Registered Union of Bank employees.

Yours faithfully

(Enquiry Officer)
DEPARTMENTAL ENQUIRY

Proceeding of Enquiry against

Shri ............................................ held at ........................................... on ..................
at ..........................................., A.M./P.M. in the Office of the Branch Manager, State Bank of India ............................................

Present

1. Shri ............................................ Enquiry Officer
2. Shri ............................................ Employee proceeded against
3. Shri ............................................ Representative of the State of India Staff
   Union on behalf of Shri ................
4. Shri ............................................ The Branch Manager, State Bank of
   India ........................................ Branch, representing the Bank.

The Enquiry Officer read out the charge-sheet dated the ........................ and enquired from
Shri ............................................ whether he understood the purpose of the enquiry that was
being held to which Shri ............................................ replied in the affirmative.

The Enquiry Officer then requested Shri ............................................ (the Branch Manager) to
call in the witnesses for the Bank, Shri ............................................ was called in first.

Shri ............................................ (the statement of the witness is to be stated in first person)

Questions : (from the Enquiry Officer)

Answer : Yes or No to be recorded

Statements of the witnesses :

Questions (By the Enquiry Officer) :
ANNEXURE 23.8
SHOW CAUSE NOTICE

Shri ............................................
C/o State Bank of India,
............................................

Dear Sir,

I write with reference to the charge-sheet dated the ................. served upon you and your reply thereto vide you letter dated the ................. An enquiry into the charges was held by Shri ............................................ Officer ......................................... and he has adjudged you guilty of the charges of ...........................................................

2. Your actions as aforesaid tantamount to gross misconduct and warrant severe punishment but keeping in view the fact that you have assured of good conduct in future, I am inclined to take a lenient view in the matter. Upon consideration of the matter, I have tentatively come to the decision that your next increment which fall due on the ............... be stopped for two years in terms of paragraph 521 (5) (d) of the Sastry Award read with paragraph 18.28 of the Desai Award and paragraph 1.1 of the Agreement dated the 31st March 1967 entered into between the Bank and the State Bank of India Staff Federation. In terms of paragraph 85 of the modified Sastry Award, read with paragraph 5.122 of the Desai Award, the stoppage of increment will have the effect of postponing your future increments. Before, however, I take a final decision in the matter, I would like to give you a hearing as to why the proposed punishment should not be imposed on you. To enable you to do so, enclose a copy of the proceedings of the enquiry and findings of the Enquiry Officer.

3. You may ask for hearing or if you so desire, show cause in writing within one week of receipt by you hereof. If you fail therein, I will conclude that you have no cause to show in this regard.

Yours faithfully,

Disciplinary Authority
ANNEXURE 23.8 (a)

State Bank of India,
...........................................

Shri ..........................................
State Bank of India,
...........................................

I refer to the charge-sheet dated the .................................. served on you and the enquiry held into the charges by .................................. Staff Officer on the ..........................

2. I have perused the enquiry proceedings and findings of the Enquiry Officer with regard to the charges mentioned in the charge-sheet referred to above, and I concur with his findings to the effect that you are guilty of the charges levelled against you.

3. The said acts, for which you were found guilty by the Enquiry Officer, amount to gross misconduct in terms of the provisions of the Award, being acts prejudicial to the interest of the Bank. In view of the gravity of the misconduct, I have come to the tentative conclusion to dismiss you from the Bank's service.

4. However, before I take the final decision, I hereby call upon you to show cause why the proposed punishment should not be imposed on you.

5. You should submit your contention through the Branch Manager/Chief Manager/Asstt. General Manager, State Bank of India, ................................., within seven days from the receipt of this memorandum by you. If I do not hear from you within the stipulated time, I shall consider that you have no cause to show against the proposed punishment and proceed accordingly.

6. To enable you to show cause against the proposed punishment, I enclose copies of the enquiry proceedings and the findings of the Enquiry Officer.

DISCIPLINARY AUTHORITY
ANNEXURE 23.9

ORDER TO IMPOSE PUNISHMENT

Shri ............................................
C/o. State Bank of India
..............................................

Dear Sir,

I write with reference to my letter No................. dated the ......................... On consideration of
the points raised by you at the personal hearing granted to you on the
................................. and your letter dated ................. I see no reason to alter the
tentative decision that your next annual increment which falls due on the
........................................... be stopped for two years in terms of paragraph 521(5)(d) of Sastry
Award read with paragraph 18.28 of the Desai Award and paragraph 1.1 of the Agreement
dated the 31st March 1967 entered into between the Bank and the State Bank of India Staff
Federation and in terms of paragraph 85 of the modified Sastry Award read with paragraph
85 of the modified Sastry Award read with paragraph 5.122 of the Desai Award, the
stoppage of increment will have the effect of postponing your future increments, which
decision I hereby confirm.

Yours faithfully

Disciplinary Authority
ANNEXURE 23.10

FORMAT OF MEMORANDUM-I

STATE BANK OF INDIA
Shri ............................................
STATE BANK OF INDIA
............................................

On the ............................................ you were entrusted with the work of interest calculation. I observe that you have been careless in your work and have committed many mistakes.

2. You are advised to be careful in future in the performance of your duties.

Branch Manager
ANNEXURE 23.11

State Bank of India,
..............................
..............................
Shri ............................................
State Bank of India,
..............................
..............................

It has been observed by me from the muster roll that though your time of attendance is fixed at 10.00 A.M., in the last week on three occasions you reported for duty much after 10.00 A.M.

2. You are advised to be punctual in your attendance.

Branch Manager
ANNEXURE 23.12

LETTER OF REQUEST OF EMPLOYEE INTIMATING THE BANK THE NAME OF HIS DEFENCE REPRESENTATIVE

Shri ............................................
Enquiry Officer,
C/o State Bank of India,
............................................

Dear Sir,

I hereby request you that Shri ............................................ will represent me before you at the departmental enquiry being conducted in regard to the chargesheet(s) dated the .................. served on me by the ................................. Branch Manager.

Yours faithfully,

(..............................)
Signature of employee

Date ....................................
Designation ..........................
Place .................................
ANNEXURE 23.13

NOTICE

In terms of paragraph 521 (12) of Sastry Award read with paragraph 18.28 of the Desai Award and the settlement dated the 31st October, 1979 between the Indian Banks' Association and National Confederation of Bank Employees, it is notified for information of the staff that the Asst. General Manager, ..................... Branch/Region ............., Zonal Office/Office Manager,-------- Local Head Office has been appointed until further notice, as the authority empowered to take disciplinary action and pass original orders in respect of the members of Award Staff working at the Branch/Office and the *Dy. General Manager, .................Regional Office/General Manager  Local Head Office, has been appointed as the Appellate Authority.

STATE BANK OF INDIA,

Branch Manager

Officer Manager as the case may be

Asstt. General Manager

*Delete whichever is not applicable.

NOTE : In the case of branches under the direct control of Dy. General Manager, the disciplinary authority should be shown as the Dy. General Manager................... and not the Branch Manager and General Manager (D&PB)/General Manager (Comml.) as Appellate Authorities.
**ANNEXURE 23.14**

**DISCIPLINARY PROCEEDINGS**

<table>
<thead>
<tr>
<th>Case No.</th>
<th>Name of the employee</th>
<th>At present posted at</th>
<th>Qualification</th>
<th>Age</th>
<th>Synopsis of the case</th>
<th>Decision of the Disciplinary Authority</th>
</tr>
</thead>
</table>

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CHAPTER 24

SUNDARY STAFF MATTERS

24.1 REVERSION AT REQUEST AFTER PROMOTION

24.1.1 The Bank periodically holds tests for Award Staff for promotion to the officer’s cadre. Before appearing for the test, all eligible are required to give an undertaking that they are willing to accept promotion and, if promoted are agreeable to go on transfer to any office of the Bank.

24.1.2 Where an employee after qualifying in the written examination and interview refuses promotion, it shall be deemed as reversion. Such employees shall be provided one opportunity for promotion to JMGS I immediately in the ensuing promotion, if any in hand, subject to the other eligibility criteria for promotion being satisfied.

(i) If after availing the opportunity as above, they again refuse promotion and request for reversion to the substantive cadre for the second time, they would be given one more opportunity after the expiry of a debarment policy of three years (during this period they will be debarred from out-of-cadre officiating as well) from the date of reversion, after such refusal, subject to the other eligibility criteria for promotion being fulfilled.

(ii) If after availing the second chance, they again refuse the promotion and request for reversion to the substantive cadre, they stand permanently debarred from further out-of-cadre promotion and out-of-cadre officiating.

(iii) Such employees who are given additional opportunities for promotion after reversion will not, however, be eligible for out-of-cadre promotion as the additional opportunities are given only for appearing for out-of-cadre promotion exercise.

24.1.3 Penalty to PO/TO for failing in the functional knowledge test

Those POs/TOs, whose probation period is extended, will have to undergo another functional knowledge test after six months. Again they will have to score a minimum of 50% marks in the written test. Any Probationary Officer who fails to secure 50% or more marks in the functional knowledge test, his/her services will be terminated in terms of the extant provisions contained in Rule 16(3)(a) of SBI Officers Service Rules. However, in the case of a Trainee Officer, he/she will be reverted back to clerical cadre, if he/she fails to secure 50% or more marks in the functional knowledge test.

24.2 Procedure for acceptance of Resignation

i) In terms of para 522 of the Sastry award a permanent employee may leave the service of the Bank by giving one month’s notice in writing to the manager. A probationer desirous of leaving service shall give 14 days’ notice in writing to the manager. A permanent employee or a probationer shall, when he leaves service, be given an order of relief signed by the manager.

ii) If any employee leaves the service of the Bank without giving notice, he is liable to pay the Bank one month’s (14 days in case of probationer) pay and allowances in lieu of notice.

iii) Unlike Officers Service Rules, there is no provision if the staff is selected as a probationary officer in our Bank or our Associate Banks, the notice period of one month may be waived while accepting the resignation of the employee as a clerk.
iv) Employees desirous of leaving the Bank should be asked to liquidate the outstanding loan(s) and advance(s) (including Housing Loan) prior to their leaving the services of the Bank.

24.3 CONVERSION

24.3.1 Clerical cadre staff

Special category of staff recruited in the clerical scale of pay viz., punch card operators, telephone operators, draughtsmen, etc. will be eligible for conversion as Assistants subject to the following conditions:

a) They should have a minimum of 4 years’ service if they have passed NIBM test for recruitment of clerical staff and 8 years’ service otherwise.

b) They should not be more than 45 years of age.

c) Conversion will be subject to availability of replacements. For this purpose, recruitment of specialist staff will require to be properly planned. The actual number of conversions in each year will be decided by the Local Head Office, subject to administrative exigencies.

d) After conversion as Assistants, special allowance if any, will not be paid.

e) The converted employees will be eligible for officiating or permanent appointment in higher post, in-cadre or in supervisory cadre, after a cushioning period of two years on the basis of the total service rendered in the grade.

24.3.2 Conversion of sweepers, farrashes and chowkidars etc. as messengers

24.3.2.1 Eligibility criteria

All full time sweepers, farrashes, cash coolies, water boys, watchmen and armed guards etc. who have completed 5 years’ (permanent) service in the bank and are able to read/write English or Hindi or Regional language, will be eligible for conversion as messenger. Special allowance, if any, will not be paid after conversion.

Officiating or permanent appointment in higher posts (in-cadre) will be considered only after two years of conversion on the basis of the total service rendered in the grade.

24.3.2.2 Interviews

i) Eligible employees, who have completed 5 years’ permanent service as on 1st January of the year (in which conversions are proposed to be made) and are willing to be posted at any office in the Circle, will be required to appear in an interview to be conducted for testing their suitability (including basic reading and writing ability). An appropriate letter indicating willingness to be posted at any Branch in the Circle and forego special allowance, if any, should be obtained from each such employee and kept on permanent record : a suitable note to this effect be also made in his service record.

ii) The number of candidates called for interview may normally be restricted to 3 times the number of conversions to be made as messengers (viz. 25% of vacancies of messengers in a Module in a calendar year).
iii) Interviews may be held by Circles at all Zonal Office centres under their administrative control. For this purpose, Interview Committees may be formed comprising an Asstt. General Manager, Chief Manager (HR) and a senior Branch Manager (not less than MMGS III officer).

24.3.2.3 Waitlisted panels

Out of the eligible employees, who are found suitable for conversion as messenger in the interview, panels will be prepared seniority wise. Weightage being given to the permanent service put in on the 1st January of the year.

24.3.2.4 Filling up of vacancies

To the extent of 25% of vacancies of messengers, arising in a Module in a calendar year, empanelled employees may be appointed/converted as messenger with combined designation (to be given as per the Bank’s requirements at the branch of posting) on 6 months’ probation and posted at branches, where such vacancies exist, in the following order

i) Branches in the Region in which an employee is already working.

ii) If there is no vacancy in the Region, he may be posted at a Branch in a nearby Region in the same Module.

iii) If there are no vacancies in the Module, he may be posted to a Branch in any other Module (where panel has been exhausted). The remaining 75% vacancies of Messengers will be filled in accordance with the guidelines in force at the material time.

24.3.2.5 Debarment

i) If an employee does not give his willingness for being considered for conversion as messenger, he will be permanently debarred from such conversion, under advice to him.

ii) Further, if an employee gives his willingness for being considered for conversion as messenger, but subsequently expresses inability to accept the Bank’s offer of posting (on conversion), his request may be considered provided the grounds therefor are reasonable. In such cases, the case of the employee may be again considered for conversion after 1 year of the refusal. However, if an employee refuses conversion/posting for the second time, he will be permanently debarred from being considered for conversion as messenger.

24.3.2.6 GENERAL

i) If an employee, who has been converted as messenger, is not 8th class pass, he will not be eligible for in-cadre/out-of-cadre higher officiating / permanent chances. However, if he acquires such qualification subsequently, the position may be reviewed thereafter on the condition that he will be eligible for in-cadre/out-of-cadre promotion or officiating chances, only on completing 2 years service as messenger, after acquiring 8th class pass qualification. Those, who are already 8th class pass, will be eligible for in-cadre/out-of-cadre promotions/officiating chances, as per the existing policy i.e. after two year’s service as messenger.
ii) Employees, who have been converted as messenger, and have passed VIII class, will be considered for officiating or permanent appointment in higher in-cadre positions after 2 years of such conversion.

24.4 WATCH & WARD STAFF - PERIODICAL CHECK-UP OF PHYSICAL FITNESS

Watch and Ward staff posted at the branches must possess unimpeachable integrity besides being physically fit. It should be ensured that these employees should remain physically fit, otherwise, they may become victims in an emergency.

It is, therefore, essential to arrange for their medical check-up once in two years by the Bank's Medical Officer at the Bank's cost.

In case, a member of the watch and ward staff is found medically unfit to carry out the duties of a Bank guard/watchman the following procedure should be followed:

a) The opinion of another Medical Authority should be obtained confirming the opinion given by the Bank's Medical Officer.

b) He may be appointed as messenger-cum-watchman or guard, provided he possesses the required educational qualification of messenger, viz. VIII class pass.

c) In case he does not possess the required qualification, he may be appointed as a cash coolie-cum-watchman or guard or waterman-cum-watchman.

d) In both cases of conversion, he will retain the special allowance payable to watchman/guard.

e) The services of such employees, should not be utilised for watch and ward duties.

f) These employees should be considered for higher appointments in the messengerial /menial cadre only. For this, they should have worked for at least two years in their new designations. Thereafter, their entire service period should be reckoned for the purpose of determining their seniority for such in-cadre appointments.

24.5 No Work No Pay

Wherever employees, without the permission of the Management, go on agitation of any form during office hours, they will have to be treated as having committed breach of contract of service and the principle of “no work no pay” should be uniformly followed subject to the decision of the Court. Even where an employee is in breach of his contract for part of the day, he will not earn wages for the full day subject to the condition that the Bank does not acquiesce in the breach by taking work from such employee for rest of the day. In such a case, care should be taken to give intimation to the employee sufficient in advance, through a notice which may be displayed or circulated that no further work is expected of them for the rest of the day (Annexure 24.1). In a “no work no pay” situation, the question of deduction of wages does not arise as the employees have not earned wages as normal work in the normal manner in accordance with a contract of employment, which is a condition precedent for earning wages has not been satisfied. It should be ensured that appropriate adjustments are made at the time of disbursement of salary for that month.

24.6 FACILITIES/INCENTIVES EXTENDED TO INSPECTION ASSISTANTS ON MOBILE DUTY
1. Special allowance of Rs. 750/- p.m. + applicable D.A. which is equivalent to the special pay of Senior Assistants.

2. Discomfort allowance of Rs. 150/- p.m.

3. Daily Halting Allowance as applicable to the working centre.

4. Actual conveyance expenses for daily commuting from the place of stay to auditee branch. This is in addition to the transport allowance payable along with salary & allowances.

5. Kit allowance - Rs. 1000/- for the first year of joining mobile duty and Rs. 500/- p.a. for the subsequent years.

6. Overtime - 10 hours per month.

7. Inspection Assistant will be reimbursed with the first class fare even when they travelled in a lower class due to non-availability of reservation in the entitled class.

8. Spouse of the Assistant, who is accompanying the latter during mobile inspection duty, will also be paid travelling expenses as per the eligibility of the Inspecting Assistant. Once a year, spouse may return to the place of residence and join the Inspection Assistant.

9. Special Home Travel Concession facility in each block of one year.

10. The Assistants on mobile duty can put up their family at any place they like.

11. They can avail casual leave for more than 4 days at a time with Sundays and holidays falling during the period not being counted.

12. Insurance cover for self for Rs. 50,000/- and insurance cover for kit items.

13. They can avail the facilities of transit houses established at some important centres.

14. Travel by circuitous route from one place of duty to another, facilitating visit to place where family members stay.

24.7 ACCIDENTS WHILE ON DUTY

In terms of paragraph 18(iv) of the Memorandum of Settlement dated the 31st October 1979 entered into between the IBA and the workmen unions, in case of injuries sustained by a workman while on duty, he shall be fully reimbursed the cost of medical treatment and /or hospitalisation, over and above his normal entitlement. He shall also be treated as on special leave for the period of his absence required for treatment.

24.8 REPRESENTATIONS BY MEMBERS OF STAFF

A clause reading as under, has been incorporated in Annexure 1 of Chapter 1 Establishment and General Administration, in the Bank's Book of Instructions: “No employee shall bring or attempt to bring any political or other outside influence including that of individual directors of the Bank or the members of the Local Board to bear upon any superior authority to further his own interest in the Bank”
ANNEXURE 24.1

Notice

FOR DISPLAY ON STAFF NOTICE BOARD

NEGLECT, FAILURE OR REFUSAL TO PERFORM NORMAL WORK IN NORMAL MANNER

1. This notice is issued in supersession of all prior notices on the subject but without prejudice to any action taken or which may hereafter be taken under such prior notices.

2. All employees of the Bank are once again reminded that -
   (a) the employees' contract of service with the Bank and the nature of their duties, enjoin upon them -
      - to function effectively for and throughout every working day on which the bank is open (except for authorised absence);
      - to do a full day's work and to complete each day's normal work;
      - to do overtime work, i.e., work beyond the normal hours of work, as the Management may require of him within the prescribed limits; and
      - not to do, or cause to be done, anything which would disrupt the Bank's normal work or functioning.
   (b) the Management of the Bank has full discretion to prescribe as to -
      - when the working hours on each day will commence,
      - upto what time of the day the working hours will extend, and
      - How much time work beyond the normal hours of work can be taken from any employee,

so long as such working hours do not exceed the permissible total working hours or
ceiling on overtime work;

(c) the contract of employment involves reciprocal promises and an employee's right to remuneration depends entirely upon the performance of his work for a specified period and, therefore, his remuneration is payable only if the principal terms of his employment are effectively fulfilled

3. Consequently, an employee would be in breach of his contract of service, if he, as a measure of concerted action or individually on his own, does any of the following acts or things, namely -
   (a) fails or refuses to perform normal work in the normal manner in the normal working hours
   (b) resorts to non-cooperation,
(c) adopts 'go-slow' or Work-to-rule' with intent to disrupt normal work in the office.

(d) or has been unauthorisedly absent from the place (s) of work (where, by the terms of his employment, he is required to work) even for a part of the day, during the working hours fixed for him by the Management.

(e) disrupts, in any other manner, the bank's work either in the Bank's office premises or at the Bankers' Clearing House, or at any other place(s) of work there by the terms of his employment, he is normally required/expected to perform his duties.

4. In view of what is stated above, all employees are hereby put on notice that -

(a) if any of them is in breach of his contract of service on any day or even for a part of the day, he will not be entitled to pay and allowances for the whole of that particular day and as such no pay and allowances will be paid to him for that particular day; and

(b) any employee who is, in any way, responsible for taking care of, or guarding, any asset of the Bank will be accountable to the Management if such asset is put to any jeopardy or is lost or is stolen as a result of the failure of such employee to discharge his normal responsibility.

5. If any employee is in breach as indicated above, no work is expected of the employee for the rest of the day.

6. The employees are also advised that the Management is not obliged to issue any notice to the employees or provide them an opportunity of being heard before exercising the Management's right not to pay wages as aforesaid. Consequently, whole day's pay and allowances will not be paid by the Management, whenever, so warranted, without any specific or general notice to any employee or employees. If any payment has been made by mistake or otherwise deductions will be made from the salary of the concerned employees, payable in any succeeding month

7. The above instructions are equally applicable to the Supervising Staff also.

8. The foregoing is without prejudice to the Management's right to take such disciplinary action as may be warranted.
CHAPTER 25

GRIEVANCE REDRESSAL SYSTEM (GRS)

25.1. Preamble :-

The Scheme for Grievance Redressal System (GRS) has been framed under Section 43 of the State Bank of India Act, 1955. The GRS is applicable to both officers as well as workmen staff (hereinafter referred to collectively as "employees") in the Bank. This supersedes all earlier instructions concerning grievance procedure.

25.2. A Fact of Life :-

Grievances, real or imaginary, are a part of human relationship from which there is no escape. They arise even in the basic unit of society - family. Therefore, in our Bank where a large number of individuals, coming from different cultural backgrounds and having different traditions and customs, work together, grievances become numerous and their nature complex. This fact has to be recognised before steps can be evolved to ensure healthy and harmonious human relationship in any organisation. The nature of steps to be taken then becomes obvious; first, to acknowledge the existence of grievances; second, to identify them, and third, to seek their removal by mutual discussions and adjustments.

25.3. General Principles :-

This question of grievance procedure was considered in great detail at the various National and International Labour Conferences. According to their recommendations, any worker who, acting individually or jointly with other workers, considers that he has grounds for a grievance, should have the right to submit such grievance without suffering any prejudice whatsoever as a result, and to have such grievance examined pursuant to an appropriate procedure. The grounds for a grievance may be any measure or situation which concerns the relations between employer and worker, or which directly affects, or may affect, the conditions of employment of one or several workers in the undertaking.

25.4. Guiding Principles :-

(a) A grievance procedure forms part of an integrated scheme intended to promote satisfactory relations between employer and employees. The procedure has to be designed to supplement the existing statutory provisions and it may, where practicable, make use of such machinery as is already provided by legislation. The procedures should be simple and capable of dealing with grievances expeditiously. Grievances, as far as possible, should be settled at the lowest level.

(b) No matter should ordinarily be taken up at more than two levels, which means normally there should be only one appeal. An employee making a grievance can take it up at a higher level if he is not satisfied with the solution proposed, or if he finds that at the initial level, the solution is being delayed because of time-consuming procedure. A grievance must be redressed as expeditiously as possible and towards this end, the management, in consultation with employees, has decided upon the time limit for settling grievances. These principles are only indicative of the type of effort that is sought to be set in motion to create a friendly atmosphere in the State Bank of India.
25.5. **Forward-looking Policy :-**

The State Bank of India had already recognised the importance of establishing several channels of communication between the management and employees. The Joint Consultative Committees set up at different levels constitute such channels. They were established in 1964 and that was probably the first time that machinery of such a nature was set up in the country in an organisation like the State Bank of India. With the setting up of a procedure to settle grievances the second element of a forward-looking and constructive personnel policy has been provided.

25.6. **What is a Grievance ?**

(a) A grievance may relate to a complaint affecting an employee in respect of his wage payments, working conditions, leave, transfer, seniority, work assignment, interpretations of service agreement/rules etc. A grievance may be anything about a man's job which irritates him or tends to make his working conditions unsatisfactory. It may exist even though no verbal or written complaint is presented. A grievance may be imaginary, or based on insufficient, or lack of knowledge of the facts; such a grievance can be just as irritating to the employee concerned as one based upon real and justifiable causes. A grievance, however, trivial or unimportant, requires fair, open-minded, patient and considered treatment. A grievance procedure has been evolved by the Bank after great deal of inhouse debate including discussions with the All India State Bank Officers' Federation and All India SBI Staff Federation and outlined in subsequent paragraphs satisfies all guiding principles. It is simple, it is expeditious, as the Initial Authority has to examine and give a decision preferably within 15 days. It provides for an Appellate Authority to enable the employee to go in appeal. The employee is allowed at the appeal stage to represent his own case or he can have his case represented through a colleague belonging to the cadre to which he belongs provided the said representative is a serving employee of State Bank of India.

(b) The State Bank of India is a national institution. The Joint Consultative Committee and the grievance procedure are parts of an integrated policy designed to promote better relationship between the management and employees. The management and the staff of the Bank, both have the responsibility to make this policy a success.

25.7. **Nature of Grievances :-**

The nature of grievances that should be processed and redressed under this procedure are defined as under. However, the Managing Director or in his absence Dy. Managing Director & Corporate Development Officer may at his discretion modify, add or delete grievances listed herein from time-to-time :-

(i) Complaints relating to unfair treatment by any superior official.

(ii) Complaints affecting individual employees regarding salary, payments, service conditions such as leave, seniority, work assignment, working conditions and rights and privileges of the employees under the prescribed terms and conditions of service. In drawing up the above definition of grievances, it is clarified that :-

"Work assignment" under this procedure shall mean the assignment of duties to various categories of staff and shall not include allocation of duties of an individual employee.

(iii) Disciplinary action taken in accordance with the terms and conditions governing service shall not constitute a grievance to be processed under G.R.S.
The G.R.S. shall not be resorted to in respect of any action or decision taken by the Bank (in matters such as promotion) under laid down policies, rules, regulations, agreements, settlements, prescribed systems and procedures etc.

25.8. **Disposal of Grievances :-**

Initially, a complaint in respect of grievance should be made in writing on the prescribed form enclosed hereto by the employee concerned and put up to the Initial Authority in respect of the department or section or branch in which the employee is working. An Initial Authority for this purpose will be designated by the Managing Director or Dy. Managing Director & Corporate Development Officer in the absence of Managing Director having regard to the nature or size of the office where the employee is working. The Initial Authority should look into the grievance, giving fair opportunity to the complainant to adduce evidence and establish his case, and give his decision on the complaint in writing, preferably within fifteen working days of its receipt.

25.9. **Appeal :-**

If the Initial Authority should fail to give a decision within the prescribed time or if the employee concerned is not satisfied with the decision, the employee can appeal to an Appellate Authority to be designated by the Managing Director or Dy. Managing Director & Corporate Development Officer in the absence of Managing Director having regard to the nature of the office where the employee is working. The appeal should be preferred within thirty working days of the decision of the Initial Authority, and the decision of the Appellate Authority should be given preferably within fourteen working days of the receipt of the appeal. The decision of the Appellate Authority will be final.

25.10. **General :-**

(i) In all appellate proceedings under the G.R.S., the employee may appear himself or in addition have his case represented through a colleague who also belongs to the cadre to which the appellant belongs provided said representative is a serving employee of the Bank.

(ii) No travelling or halting allowance or any reimbursement of expenses will be made for this purpose. No duty leave etc. will also be sanctioned either to himself or to his representative.

11. The Grievance Redressal System will come into effect from the date of its approval by the Board.
ANNEXURE 25.1

TO BE COMPLETED IN DUPLICATE

STATE BANK OF INDIA GRIEVANCE FORM

................................. Branch/LHO
Name.............................. Designation ..............................
Department ..............................

Grievance before the Initial Authority
Nature of the grievance -
Stating the facts
.................................................................

Date - .......................... (Signature of the employee)
Made to ........................................ on ..............
Received by ..........................................................
  (Signature of the Initial Authority with date)

Appeal to be preferred to the Appellate Authority
The facts and grounds of appeal.
.................................................................

.................................................................
  (Signature of the employee)
Date .................
Made to ........................................ on ..............
(The Appellate Authority should acknowledge the receipt of the appeal indicating the date of receipt)
# ANNEXURE 25.2

**Annexure 'A'**

**GRIEVANCE REDRESSAL SYSTEM (GRS)**

Authority Structure for Award Staff

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Initial Authority</th>
<th>Appellate Authority</th>
<th>In case where grievances are against the Initial Authority, the Appellate Authority will be the Initial Authority and in such cases Appellate Authority shall be</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Award Staff working at Local Head Office establishment</td>
<td>Head of Department</td>
<td>General Manager</td>
</tr>
<tr>
<td>2.</td>
<td>Award Staff working at the branches which are under the direct control of General Manager</td>
<td>The concerned Branch Manager/Dy. General Manager of the Branch</td>
<td>General Manager</td>
</tr>
<tr>
<td>3.</td>
<td>Award Staff working at the branches which are under the direct control of Dy. General Manager</td>
<td>Branch Manager</td>
<td>Dy. General Manager at the Zonal Office/Module</td>
</tr>
<tr>
<td>4.</td>
<td>Award Staff working at Zonal Office establishment in Asstt. General Manager’s Departments</td>
<td>Asstt. General Manager</td>
<td>Dy. General Manager at Zonal Office</td>
</tr>
<tr>
<td>5.</td>
<td>Award Staff working at Zonal Office in other Departments</td>
<td>Head of Department concerned</td>
<td>Dy. General Manager at Zonal Office</td>
</tr>
<tr>
<td>6.</td>
<td>Award Staff working at branches other than those mentioned in 2 and 3 above</td>
<td>Branch Manager</td>
<td>Asstt. General Manager</td>
</tr>
</tbody>
</table>