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CHAPTER-1

RECRUITMENT IN CLERICAL CADRE

1.1 INTRODUCTION

To keep pace with the ever-increasing customer expectations, technology initiatives of the Bank and completion in the market place, a need was felt to put in place a formal recruitment policy for the Bank. The Recruitment Policy was formulated and approved by the Central Board of the bank in its meeting held on the 12th December 2003. The policy then modified from time to time.

1.2 RECRUITMENT PROCESS:

1.2.1 Clerical Cadre:
The bank may recruit personnel to meet to meet is recruitments in the clerical grade, depending upon its need.

1.2.2 Subordinate Grade:
The bank does not propose to recruit personnel in this grade, in view of the absence of the need for such category of staff in the emerging technology dominated work environment, where manual handling of jobs and paperwork will be negligible. However, for various skilled jobs, or jobs of technical nature, or security personnel, constituting of ex-army personnel, the bank may continue the recruitment.

1.3 CHANNELS OF RECRUITMENT

1.3.1 Clerical Cadre

The bank may recruit, depending upon its need of skills required, personnel in the clerical grade, as and when required.

1.3.1.1 Nature of Recruitment

The recruitment may be for regular service or on contract for a specified period and terms and conditions.

1.3.2 Subordinate Cadre

In sub-ordinate cadre, the recruitment would be essentially in the skilled category, i.e technicians, security personnel etc.

1.3.2.1 Nature of Recruitment

The recruitment will be for regular service or on contract for a specified period.

1.4 RESERVATION

The reservation of vacancies for various categories e.g SC/ST etc., would be made applicable as per Government of India guidelines applicable from time to time.
1.5 **ELIGIBILITY : CLERICAL CADRE**

1.5.1 **Educational Qualification**

(i) Minimum 12th Standard (10 + 2) pass or equivalent qualification with a minimum of aggregate 60% marks (55% for SC/ST/PWD/XS).

**OR**

(ii) A degree (Graduation level) from a recognized university.

Candidates who have not passed 12th Standard Examination but have passed Diploma course after 10th standard are eligible for the captioned recruitment provided:

(a) Diploma course passed after 10th standard must be a full-time course (Diploma course through correspondence are not eligible) with a minimum of two years duration.

(b) The Diploma course passed after 10th standard should be recognized/approved by the State Board of Technical Education of concerned State.

(c) The percentage of marks in 12th/Diploma Course shall be arrived at by dividing the marks obtained by the candidate in all subjects by aggregate maximum marks of all subjects irrespective of optional/additional optional subject studied. Grace marks, if any, awarded by the Board/University will be excluded for the purpose of calculation of percentage. The date of passing the eligibility examination will be the date appearing on the marksheet/provisional certificate or the date on which the result was posted on the website of the university/institution.

(d) Matriculate Ex-servicemen, who have obtained the Indian Army Special Certificate of Education or corresponding certificate in the Navy or Air Force, after having completed not less than 15 years of service in Armed Forces of the Union are also eligible for the post. Such certificates should be dated on or before 01.12.2011.

(e) Should be able to write and speak English fluently.

(f) Knowledge of local language will be an added qualification.

1.5.2 **Age**

(i) Minimum Age : 18 years : Maximum Age : 28 years.

(ii) The upper age limit will be relaxed as under :-

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Category</th>
<th>Age Relaxation</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>SC/ST</td>
<td>5 years</td>
</tr>
<tr>
<td>2.</td>
<td>Other Backward Classes (OBC)</td>
<td>3 years</td>
</tr>
<tr>
<td>3.</td>
<td>PWD (Gen)</td>
<td>10 years</td>
</tr>
<tr>
<td>4.</td>
<td>PWD (SC/ST)</td>
<td>15 years</td>
</tr>
</tbody>
</table>
5. PWD (OBC) 13 years

6. Persons domiciled in Kashmir Division of Jammu & Kashmir State during the period from 01.01.1980 to 31.12.1989 5 years

7. Ex-Servicemen/Disabled Ex-Servicemen Actual period of service rendered in defence services + 3 years (8 years for Disabled Ex-Servicemen belonging to SC/ST) subject to max. age of 50 years

8. Widows, Divorced women and women judicially separated from their husbands & who are not remarried 9 years (subject to maximum age limit of 35 years for General and 38 years for OBC & 40 years for SC/ST candidates)

(iii) Cumulative Age Relaxation Will Not Be Available Either Under Above Items Or In Combination With Any Other Item.

1.6 DEFINITION

1.6.1 Ex-Servicemen:

Only those candidates shall be treated as Ex-Servicemen who fulfil the revised definition as laid down in Government of India, Ministry of Home Affairs, Department of Personnel and Administrative Reforms Notification No.36034/5/85/Estt(SCT) dated 27th October 1986 as amended from time-to-time.

1.6.2 Disabled Ex-Servicemen:

Ex-Servicemen who while serving in Armed Forces of the Union were disabled in operation against the enemy or in disturbed areas shall be treated as Disabled Ex-Servicemen.

1.6.3 Dependent of Servicemen killed in Action:

Servicemen killed in the following operations would be deemed to have been killed in action attributable to Military Service (a) war (b) war like operations or border skirmishes either with Pakistan on cease fire line or any other country (c) Fighting against armed hostiles in a counter insurgency environment viz. Nagaland, Mizoram, etc. (d) Serving with peace-keeping mission abroad (e) Laying or clearance of mines including enemy mines as also mine sweeping operation between one month before and three months after conclusion of an operation (f) Frost-bite during actual operations or during the period specified by the Government (g) Dealing with agitating Para-Military forces personnel (h) IPKF personnel killed during the operations in Sri Lanka.

Ex-Servicemen candidates who have already secured employment under the Central Government in Group C & D will be permitted the benefit of age relaxation as prescribed for Ex-Servicemen for securing another employment
in a higher grade or cadre in Group ‘C’/‘D’ under the Central Government. However, such candidates will not be eligible for the benefits of reservation for Ex-Servicemen in Central Government jobs.

The Territorial Army Personnel will be treated as Ex-Servicemen w.e.f. 15.11.1986.

An Ex-serviceman who has once joined a Government job on the civil side after availing of the benefits given to him as an Ex-serviceman for his re-employment, his Ex-Serviceman status for the purpose of re-employment in Government ceases.

1.7 RESERVATION FOR PERSONS WITH DISABILITY (PWD) :

Vacancies are reserved for Disabled (Physically Challenged) Persons under Section 33 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (1 of 1996) as per government guidelines. Candidates with following disabilities are eligible to apply as per the definitions given in the above act : (a) Blindness (b) Low Vision (c) Hearing Impairment (d) Locomotor Disability or Cerebral Palsy.

Only such persons would be eligible for reservation in services/posts who suffer from not less than 40% of relevant disability. A person who wants to avail the benefit of reservation will have to submit a Disability Certificate issued by Medical Board duly constituted by Central or State Government. The certificate should be dated on or before last date of registration of application. Candidates falling in the following categories of the disabled may apply for the posts :

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Name of the post</th>
<th>Categories of the Disabled suitable for the post</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>ASSISTANTS</td>
<td>OA, BL, OL, PD, D, B, LV</td>
</tr>
</tbody>
</table>

OA – One arm affected (Right or Left) – (a) impaired reach; (b) weakness of grip; (c) ataxia

BL – Both legs affected but not arms, OL – One leg affected (Right or Left), PD – Partially deaf, D – Deaf, B – Blind, LV – Low Vision

The blind candidates/low vision candidates and candidates who are locomotor impaired in both hands and both arms and candidates whose writing speed is affected by cerebral palsy can use own scribe at their cost during the written examination. In all such cases where a scribe is used, the following rules will apply :

(i) The candidate will have to arrange his/her own scribe at his/her own cost.

(ii) The academic qualification of the scribe should be one grade lower than the minimum stipulated eligibility criteria for the candidate (11th Standard or below).

(iii) The scribe can be from any academic discipline.
Both the candidate as well as the scribe will have to give a suitable undertaking in the prescribed format with passport size photograph of scribe, and confirm that the scribe fulfils all the stipulated eligibility criteria for a scribe as mentioned above. Further, in case it later transpires that he/she did not fulfill any of the laid-down criteria or suppressed material facts, the candidature of the applicant will stand cancelled, irrespective of the result of the written test.

Such candidates who use a scribe shall be eligible for extra time of 20 minutes for every hour of the examination.

1.7.1 Probation period:
The newly appointed assistants/stenographers will be on probation for a Minimum period of 6 months. Before the probation period comes to an end, the performance of the newly recruited employees will be evaluated and the probation period of those employees whose performance fails to meet Bank’s expectation, may be extended.

1.8 SELECTION PROCEDURE:

1.8.1 Written Test

(a) Final selection will be made on the basis of performance in the written test and interview taken together. Merely satisfying the eligibility norms does not entitle a candidate to be called for written test or interview.

(b) The written test will be of Objective type consisting of (i) General Awareness (ii) General English (iii) Quantitative Aptitude (iv) Reasoning Ability (v) Marketing Aptitude/Computer Knowledge. The questions in objective tests, except for the test of General English, will be printed bilingual i.e. English & Hindi.

There will be negative marks for wrong answers in the Objective tests, 1/4th marks will be deducted for each wrong answer. Candidates will have to pass in each of the objective tests.

The passing marks in each of the tests will be decided by the Bank on the basis of the performance of all the competing candidates taken together in each test to a minimum required level. Candidates are also required to score a minimum percentage marks on aggregate (For SC/ST/OBC/PWD/XS candidates. 5% relaxation available thereon) for being considered for interview. Minimum percentage marks on aggregate will be decided by the Bank.

(c) Candidates qualified in the written test for recruitment in clerical cadre in the bank and opted for appointment as stenographer will be called for skill test in stenography. The candidate will be given one dictation for 10 minutes in English/Hindi at the speed of 100 w.p.m. The
matter will have to be transcribed on computer in 40 minutes in case of English Stenography and in 55 minutes in case of Hindi Stenography. Visually impaired candidates will be required to transcribe the matter in 70 minutes for English Shorthand Test and in 95 minutes for Hindi Shorthand Test. Candidate should score minimum 50% marks to be qualified.

1.8.2 Interviews:
Depending upon the number of vacancies only certain number of candidates from amongst those who qualify by ranking high enough in the merit will be called for interview in the ratio of maximum 3 candidates for each vacancy. Candidates are required to score a minimum percentage marks (to be decided by the bank) in interview to be considered for final selection. 5% relaxation for SC/ST/OBC/PWD/XS category will be available thereon. Final selection will be made on the basis of candidate’s performance in the written test and interview taken together. Skill test for Stenography will be qualifying only.

1.9 RECRUITMENT OF BANK GUARDS
The following procedure in recruitment of Guards are to be followed:
The Circle will henceforth assess the vacancy position of Guards each year in the month of March for the next financial year in terms of extant guidelines and a consolidated statement (format enclosed) duly signed by Chief General Manager of the Circle should be submitted to Corporate Centre for prior administrative clearance. Only on receipt of specific approval from DMD & CDO, the Circle should start the process of recruitment of guards.

Thereafter, the State Sainik Board of respective states should be requested to sponsor eligible ex-servicemen candidates for recruitment of Guards by sending a list of district wise vacancy position. A copy of the communication should be sent to all Zila Sainik Board for their information and wide publicity. Zila Sainik Boards, however, be advised not to sponsor any names directly to the Bank unless they have been called to do so. In the request letter to State Sainik Board, the Local Head Office should mention the ceiling on number of candidates to be sponsored so that total number of candidates is not more than 20 times of the vacancies for screening at LHO level. Wherever State Sainik Board is not in a position to sponsor names or express their inability to the Bank after lapse of a reasonable period, all the Zila Sainik Board(s) be asked to sponsor names to the Bank.

The candidates sponsored should not be more than 20 times, the number of vacancies which will be screened at LHO level as hitherto and maximum 5 candidates against a vacancy should be called for physical test and interview to select the best candidates.
Chapter - 1  
Recruitment in Clerical Cadre

The State/Zila Sainik Board should be made clear that candidates recruited shall be posted anywhere in the state depending on vacancy and administrative exigencies. The names of ex-servicemen, who are not interested to serve anywhere in the State should not be sponsored by the Sainik Boards.

Wherever total number of ex-servicemen sponsored by the State Sainik Board is more than 5 times of vacancy, a screening committee may be constituted with representative of State/Zila Sainik Board, senior most officer of Circle Security Department and an official not below the rank of SMGS IV nominated by the Circle Development Officer to shortlist the candidates as per predetermined criteria.

As the ex-servicemen are being re-employed in subordinate cadre after serving many years in various places of the country, to the extent possible, the posting of Guards may preferably be done at his home district or nearer to his home district as far as possible/practicable but this provision need not be binding on the Bank.

Wherever geographical area of one state is divided into more than one Local Head Offices, recruitment exercise shall be undertaken by concerned Local Head Office for the vacancy arisen in their operational area of the said state, by calling names of ex-servicemen from respective State Sainik Board.

After completion of physical test and interview, a panel for each state/geographical area will be prepared according to total marks obtained in the physical test and interview.

The panel prepared for each state/geographical area should remain valid for a period of one year from the date of its preparation or till the finalization of next round of recruitment whichever is earlier.

The number of vacancies should be suitably advised to the interview committee beforehand, so that the committee would be in a position to award marks appropriately to select the required number of candidates and to avoid any tie in the panel prepared on the basis of marks awarded by the committee.

1.10 APPLICABILITY OF NEW PENSION SCHEME (NPS)/ DEFINED CONTRIBUTION PENSION SCHEME (DCPS)

In terms of approval of Central Board of the Bank in their meeting dated 08.11.2010, all categories of officers and employees (clerical and sub-ordinate), who join/joined the Bank in permanent scale (including part time) on or after 1st August 2010, shall be offered the benefits of DCPS/NPS in lieu of existing defined benefit pension scheme. As such, employees who join/joined the Bank on or after 1st August 2010 will not be entitled to become members of existing SBI Pension Fund, instead they will be covered by DCPS.

The new employees will also be entitled for the benefits of contributory provident fund and payment of Gratuity as per Gratuity Act.
1.11 **MEMBERSHIP OF SBIEMWS**

New recruits in the Bank are not to be enrolled in SBIEMWS.

1.13 **RECRUITMENT OF CLERICAL STAFF:: FORMALITIES**

1.13.1 **Issuance of Letter of Offer**

The Letter of Offer to be issued by AGM (HR) is not an appointment letter and will not entitle the candidate for appointment in the Bank which will also be advised to the candidate. The letter will contain the instructions regarding where the candidates should report, documents to be produced by them for verification, procedures regarding completion of medical formalities and other terms and conditions.

1.13.2 **Medical Examination**

Recruitment in the bank will be subject to satisfactory medical report of the candidate. Cost of medical examination is to be borne by the candidates. As the number of candidates is quite large, apart from Banks' Medical Officers, services of Bank's Authorised Doctors and District Medical Officers' may also be utilised.

1.14 **MEDICAL STANDARDS FOR RECRUITMENT & PROMOTION IN THE BANK**

1.14.1 **Aim of The 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/promotion, 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.

1.14.2 **General Guidelines:**

A personal statement is required to be filled in by the candidate in his own handwriting (Annexure -A) 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-B.

(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/otherwise and HIV positive cases should not be missed.

(d) 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.

(e) 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.

(f) 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.

(g) The following are the minimum required tests.

1. Blood C.B.C.
2. E.S.R.
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
10. Full abdomen & pelvis Ultrasonography

1.15 STANDARD OF FITNESS FOR NEW RECRUITS/PROMOTEES:

1.15.1 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 dis-qualifying 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.

1.15.2 Systematic Examination

(a) 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.

(b) 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 albuminaria 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 Pyeletes, 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.

1.15.3 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.
1.15.4 **Skin Conditions**  
Leprosy and extensive generalised allergic dermatitis is a bar for service. Leucoderma should not be a disqualification.

1.15.5 **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.

1.15.6 **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.

1.15.7 **Ophthalmic System**  
A committee was constituted to examine the issue relating to the standard of medical fitness-visual acuity for recruitment and for promotion for one-eyed and other candidates. The Committee has examined the above aspect and felt that the standards for recruitment and promotion may be relaxed and amended. The committee has also recommended that the same standard will not be applicable for recruitment and promotion for posts/services classified as Technical/ Specialised in officer, clerical and subordinate cadres and their standard for visual acuity should be different one. Accordingly, the ECCB in its meeting dated 09.07.2011 approved the new policy for recruitment and promotion of one-eyed candidates and other general candidates. Accordingly, the standards for employees other than Specialist & Technical employees will be as per the standards prescribed in Annexure-I and for Specialist and Technical employees as detailed below, will be as per the standards prescribed in Annexure-II.

1.16 **SPECIALIST / TECHNICAL POSTS**  
Engineer (Civil)  
Engineer (C&C)  
Engineer (Electrical)  
Engineer (Fire)  
Liaison  
Security  
System  
Fire Officer  
Archivist
Chapter - 1

Recruitment in Clerical Cadre

Clerical Cadre

Armourer
Pharmacist
Nurse
A.C. Plant operator
Electrician (Electrical Supervisor)
Control Room Operator

Subordinate Staff

Driver
Guard
Electrician
A.C. Attendant
Sanitary fitter
Watchman
Fireman
Liftman
Cook

The Bank may, however, have the right to include/exclude any category of specialist employee and the discretion in this regard may be vested with DMD&CDO.

The revised policy for promotion will be applicable w.e.f. 01.04.2008. For recruitment the policy will be effective from the date of approval of ECCB i.e. 09.07.2011.
ANNEXURE-I

PROPOSED POLICY OF VISUAL ACUITY FOR ONE EYED CANDIDATES AND OTHER CANDIDATES FOR RECRUITMENT AND PROMOTION

The Chief General Manager (HR) will be empowered to issue clarifications on the queries relating to this revised policy.

<table>
<thead>
<tr>
<th>(a) Refractory corrections: Award Staff and Officers:</th>
<th>Extant eligibility criteria</th>
<th>Revised eligibility criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical fitness standards for visual acuity shall be the same for both award staff and officers’ cadre and for all age groups i.e., 6/9 - (for better eye), 6/12 (for worse eye) (with corrective lenses)</td>
<td>Medical fitness standards for visual acuity shall be the same for both award staff and officers’ cadre and for all age groups i.e. 6/9 (for better eye), without any progressive disease. For worse eye - some vision or no vision.</td>
<td></td>
</tr>
</tbody>
</table>

| (b) Near vision | This will be the same at N6 or better for award and officers. | N6 or better for award and officers (only for better eye). |

| (c) Myopia: | To continue with -8 (D) or better without lenses. A candidate whose eyesight has been rectified within this range by refractive surgery implantable contact lenses would also be acceptable. | To continue with -8 (D) or better without lenses. A candidate whose eyesight has been rectified within this range by refractive surgery implantable contact lenses would also be acceptable (only for better eye). |

| (d) Hyper metropia: | To continue as +6.00 or better. A candidate whose eyesight has been rectified within this range by refractive surgery/implantable contact lens would also be acceptable. | +6.00 or better. A candidate whose eyesight has been rectified within this range by refractive surgery/implantable contact lens would also be acceptable – for better eye. |

| (e) Squint | Recruitment of candidates with ‘manifest squint’ is barred. | A candidate with squint fulfilling above criteria will be fit for recruitment and promotion. |

| (f) Cataract/glaucoma: | Acts as a bar (unless already operated upon) – The guideline allow recruitment after operation except that cases with confirmed glaucoma will not be considered as it is normally irreparable. | Cataract - To continue to act as a bar (unless already operated upon). Glaucoma – not eligible as it is normally irreparable. |
| (g) | Colour blindness: | Colour deficiency will not be a bar except in cases where the person is not even able to identify primary colours. However, colour deficient candidates in specialised positions like drivers or guards etc. will not be eligible for recruitment/promotion. | Colour deficiency will not be a bar except in cases where the person is not even able to identify primary colours. However, colour deficient candidates in specialised positions like drivers or guards etc. will not be eligible for recruitment/promotion. |
| (h) | Retinitis Pigmentosa (macular degeneration): | Confirmed retinitis pigmentosa (macular degeneration) or any other progressive retinal degeneration would be barred for recruitment/promotion. | To continue as confirmed retinitis pigmentosa (macular degeneration) or any other progressive retinal degeneration would be barred for recruitment/promotion. |
### ANNEXURE-II

**PROPOSED POLICY OF VISUAL ACUITY FOR SPECIALISED AND TECHNICAL POSTS/CANDIDATES FOR RECRUITMENT AND PROMOTION**

<table>
<thead>
<tr>
<th></th>
<th>Extant eligibility criteria</th>
<th>Revised eligibility criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Refractory corrections:</td>
<td>Better eye (with lenses)</td>
<td>Medical fitness standards for visual acuity shall be the same for both award staff and officers’ cadre and for all age groups i.e., 6/9 - (for better eye), 6/12 (for worse eye) (with corrective lenses)</td>
</tr>
<tr>
<td>Award Staff:</td>
<td>6/9 or better</td>
<td></td>
</tr>
<tr>
<td>&lt;35 yrs of age</td>
<td>6/9 or better</td>
<td></td>
</tr>
<tr>
<td>&gt;35 yrs of age</td>
<td>6/6 or better</td>
<td></td>
</tr>
<tr>
<td>Officers:</td>
<td>6/6 or better</td>
<td></td>
</tr>
<tr>
<td>&lt;35 yrs of age</td>
<td>6/9 or better</td>
<td></td>
</tr>
<tr>
<td>&gt;35 yrs of age</td>
<td>6/9 or better</td>
<td></td>
</tr>
<tr>
<td>(b) Near vision</td>
<td>N6 or better (for award) N5 or better (for Officers)</td>
<td>This will be the same at N6 or better for award and officers.</td>
</tr>
<tr>
<td>(c) Myopia:</td>
<td>-8.00 D or better (without lenses)</td>
<td>To continue with -8 (D) or better without lenses. A candidate whose eyesight has been rectified within this range by refractive surgery implantable contact lenses would also be acceptable.</td>
</tr>
<tr>
<td>(d) Hyper metropia:</td>
<td>+6.00 or better</td>
<td>To continue as +6.00 or better. A candidate whose eyesight has been rectified within this range by refractive surgery/implantable contact lens would also be acceptable.</td>
</tr>
<tr>
<td>(e) Squint</td>
<td>Acts as a bar, if it is paralytic and in both eyes</td>
<td>Recruitment of candidates with ‘manifest squint’ is barred.</td>
</tr>
<tr>
<td>(f) Cataract/ glaucoma:</td>
<td>Acts as a bar (unless already operated upon) – The guideline allow recruitment after operation of cataract.</td>
<td>Cataract - To continue to act as a bar (unless already operated upon).</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Glaucoma – not eligible as it is normally irreparable.</td>
</tr>
</tbody>
</table>
### (g) Colour blindness:

Not a bar (other than in recruitments for specialised positions e.g., drivers, guards etc.)

Colour deficiency will not be a bar except in cases where the person is not even able to identify primary colours.

- However, colour deficient candidates in positions like drivers, guards, watchman and fireman etc. will not be eligible for recruitment/promotion.

### (h) Retinitis Pigmentosa (macular degeneration):

Confirmed retinitis pigmentosa (macular degeneration) or any other progressive retinal degeneration would be barred for recruitment/promotion.

Confirmed retinitis pigmentosa (macular degeneration) or any other progressive retinal degeneration would be barred for recruitment/promotion.

### (i) One eyed candidates:

One-eyed candidates would be barred for recruitment and promotion in clerical or officer’s cadre.

One-eyed candidates would be barred for recruitment/promotion in officer, clerical or subordinate cadre.

### 1.17 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 (x) below.

### 1.18 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:

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

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.

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

1.19 Physically handicapped candidates

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, crutches, wheel chair etc.

Physically Handicapped candidates should be medically examined by the Bank’s Medical Officer who may accept the disability certificate issued by the competent authority to the extent of the disability of the candidate and carry out medical examination for the rest of the factors. A suitable noting in this regard will be made in the candidates’ medical examination report by the Medical Officer and the concerned appointing authority will verify authenticity and validity of the certificate at the time of recruitment in the Bank.

In case of employees joined the bank under physically handicapped category, promotional opportunities should not be denied to them for the reason of their physical disability, provided they are eligible for such promotion. However,
they would be eligible for such promotion for only such posts which are identified for persons with disabilities. In their case, to the extent of their disability, the standards of fitness prescribed for general candidates would not be applicable.

1.20 Pregnant lady Employees:

They may be appointed in the Bank upto 6 months of pregnancy, provided she furnishes a certificate from specialist gynecologist that her taking up Bank’s employment at that stage is in no way likely to interfere with her pregnancy or the normal development of the foetus, or is not likely to cause her miscarriage or otherwise to adversely affect her health.

1.21 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. 500/-. 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.

1.22 FORMATS

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)
Chapter - 1
Recruitment in Clerical Cadre

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: -
   .....................................................................................
   .....................................................................................
   .....................................................................................
Chapter - 1

Recruitment in Clerical Cadre

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:

Any gynaecological 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.

REPORT OF THE MEDICAL EXAMINER

NAME OF THE CANDIDATE: ..................................................................................
CATEGORY OF THE POST: ..................................................................................

1. General Development: Good ........ Fair ....... Poor ........

   Nutrition: Thin ........ Average ....... Obese ........
Chapter - 1  Recruitment in Clerical Cadre

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. EARS :

Inspection..............................................

Hearing : Right Ear .................................

Left Ear .............................................

4. GLANDS : ...........................................

Thyroid ..............................................

5. CONDITIONS OF TEETH : ...........................

6. RESPIRATION SYSTEM :

Does physical examination reveal anything abnormal in the respiratory organs?

If yes, explain fully .................................................................

7. CIRCULATORY SYSTEM :

(a) Heart : Any organic lesion? ..........................................

Pulse Rate : ..............................................................................

(b) Blood Pressure : .............................................................  

Systolic ...........................................................................................

Diastolic ..........................................................................................

8. Abdomen : Girth ......................... Tenderness .................

Hernia ......................................................

(a) Palpable : Liver ......................... Spleen .........................

Kidneys ........................ Tumors .........................

(b) Hemorrhoids ...................... Fistula ...........................

9. NERVOUS SYSTEM : Indication of nervous mental disabilities ..........

10. LOCO-MOTOR SYSTEM : Any abnormality .................................
11. 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 .................................  

12. REPORT OF X-RAY EXAMINATION OF CHEST:

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

14. 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?

15. The Medical Examiner should Record the findings under one of the following categories:

   (a) Fit
   
   (b) Unfit on account of

NOTE:

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

Signature of the Medical Examiner

Name: ...........................................

Designation: .................................

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

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

1.23 ISSUANCE OF LETTER OF APPOINTMENT

After the Candidates reports to the Appointing Authority, a letter of introduction to be handed over to them for undergoing medical examination. Bank’s standard format for medical examination and personal statement format which the candidate will have to fill in own handwriting should be attached with the said letter. The medical examination reports should be handed over to the candidates by the doctor in sealed cover and the candidates then should submit the same to the Appointing Authority.
1.24 KEY FORMALITIES
Apart from medical examination, Know Your Employee (KYE) formalities to be completed by Appointing Authority. KYE formalities will include verification of age/date of birth, educational qualifications, discharge book in case of ex-servicemen candidates, certificate for handicapped category issued by the CMO/competent authority stating therein the nature and extent of handicap, SC/ST/OBC category certificate, confirmation of Ex-Servicemen status for Ex-servicemen candidates etc.

Reports from two referees already named by the candidate in his bio-data submitted at the time of interview, should be obtained. Reports from previous employer(s), if any, 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, which should invariably be obtained within a month of joining.

Appointing Authority will verify copies of all the documents with the originals to be produced by the candidates. In view of media reports about candidates, even with criminal background, having joined various organisations with fake certificates, screening mechanism at the initial stage of appointments needs thorough check/verification leaving no room for laxity.

After the KYE formalities are completed, Letter of Appointment will be issued by Appointing Authority and the employee will be advised to report and join at the respective branch/office. A copy of the Appointment Letter is placed below, marked Annexure-B.

Appointment letters issued to SC/ST/OBCs should clearly state that the same is provisional and subject to verification of SC/ST/OBC status.

The Head of Branch/Office should satisfy himself about identity of the employee before allowing him/her to join.

1.25 CUSTODY OF DOCUMENTS
After completion of all the formalities, files containing all the documents relating to appointment in the Bank should be sent by the Appointing Authority to the respective branches/offices where the candidates will join, where the file should be kept securely. A complete set of documents signed by the candidate should be handed over to the respective head of branch/office.

1.26 EXTENSION IN JOINING TIME
Request for extension in time for joining should not generally exceed three months and should be considered on merit of each such request.

The authority structure for allowing extension in time for joining as proposed:
Chapter - 1  Recruitment in Clerical Cadre

PERIOD                         AUTHORITY

| Upto one month from initial prescribed joining date | Not below the rank of AGM (Administration)/RM. |
| Upto three months                      | Network General Manager                        |
| Upto four months                       | Circle CGM                                     |

Requests for extension of time to join, if received from SC/ST/OBC candidates should not be rejected by an officer not below the rank of General Manager, as hitherto. Any extension in time for joining by any category of candidates will be at the cost of their seniority in the Bank.

1.27 REQUEST TO JOIN AT OTHER CIRCLE

It is likely that some candidate may, being female candidates, or on spouse ground or on any other humanitarian ground, request for allowing them to join at Circles other than for which they have been selected. In fact, we have already received a few such requests. We propose that CGM (HR) may be authorised to decide upon such requests on merits of each case.

1.28 IMPARTING TRAINING

The process of imparting training should be completed within three months of candidates’ joining at the branches. Till such institutional training is given, the respective Branch Heads will be advised to arrange for their on-the-job training.

1.29 EX-SERVICEMEN CANDIDATES

The Appointing Authorities will have to ensure that candidates selected for recruitment under ex-servicemen category fulfill the ex-servicemen criteria.

1.30 DESIGNATION ON JOINING

The candidates on joining will be designated as ‘ASSISTANT’. Circles should deploy them in such a manner so that productivity and efficiency both quantitatively and qualitatively increase in all the functional areas of branches. By ensuring right blend of experience of existing employees and talents of new recruits, productivity in branches can be improved. The newly recruited candidates should invariably posted at branches.

1.31 PERIOD OF PROBATION & TERMINATION

The employees will be on probation for 6 months from their date of joining in the Bank. Before the probation period comes to an end, the performance of the newly recruited employees will be evaluated and the probation period of those employees whose performance fails to meet Bank’s expectation, may be extended or their services may be terminated.

The Bank will be entitled to terminate services of the employees during period of their probation on giving one month’s notice or on payment of a month’s pay and allowances in lieu of notice. The employees if desire to leave the service
of the Bank during probation period, they will have to give 14 days’ notice in writing failing which an amount equivalent to 14 days’ pay and allowances will have to be deposited with the Bank or alternatively will be deducted from salary and allowances.

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/ report received 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 later on at any time the police report turns out to be adverse, the employee’s services will be terminated.
Dear Sir/Madam,

We are pleased to inform you that based on your performance in the written test held on 8th/15th/22nd November 2009 and subsequent personal interview, you have been selected for appointment in the Bank in the Clerical Cadre as “Assistant” subject to completion of required formalities by you.

Please, therefore, call on the Assistant General Manager (Administration)/Regional Manager (Region- ), State Bank of India, Administrative Office/Regional Business Office,_______ on or before..........................

The following documents in original will have to be produced by you at the time of your reporting thereat, in original:

(a) Birth Certificate/School Leaving Certificate (for verification of date of birth)
(b) Certificate(s) regarding educational qualification
(c) Military Discharge Certificate (in case appointment of ex-servicemen)
(d) Character certificates either from two Gazetted 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.
(e) Certificate for handicapped category issued by CMO/competent authority stating therein the nature and extent of handicap.
(f) SC/ST/OBC category certificate.
(g) Three passport size photographs.

4. 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 will have to be paid by you.

5. In case you belong to SC/ST/OBC category, please produce a valid caste certificate. Please note that certificate should be issued by an officer not below the rank of Executive Magistrate. In addition to the caste certificate, you have to submit a declaration as per the format prescribed by the Government of India. The said format will be provided to you by the Appointing Authority after your reporting to him.

6. You will have to identify yourself to the satisfaction of the Assistant General
Manager (Administration)/Regional Manager. If you fail to report to the 
Assistant General Manager (Administration)/Regional Manager before 
stipulated date, you would not be considered for the appointment and no 
进一步 correspondence will be entertained in this regard.

7. You will be on probation for a period of six months with effect from the effective 
date of joining subject to your satisfactory performance in the Bank.

8. The Bank will be entitled to terminate your service during period of your 
probation by giving one month’s notice or on payment of a month’s pay and 
allowances in lieu of notice. If you desire to leave the service of the Bank 
during probation period, you will have to give 14 days’ notice in writing failing 
which an amount equivalent to 14 days’ pay and allowances will have to be 
deposited by you with the Bank or alternatively will be deducted from salary 
and allowances.

9. Candidates selected under Ex-Servicemen category will have to satisfy the 
Bank they are fulfilling all the criteria for considering them as Ex-Servicemen. 
Only thereafter Appointment Letter will be issued.

10. Your appointment in the Bank will be subject to satisfactory medical report. 
For that, you will have to undergo medical tests/examination at your own cost 
as per Bank’s norm. Detailed instructions will be issued to you by Assistant 
General Manager (Administration)/Regional Manager after you report to 
them. Please ensure to collect the format you have to fill and the format in 
which the medical officer/doctor will give his report, along with the letter of 
introduction.

11. Please note that this is not an appointment letter and will itself not entitle 
you to an appointment in the Bank. The appointment letter will be issued 
to you by the competent authority after completion of other formalities like 
verification of original certificates/testimonials, satisfactory medical report 
etc. Your appointment in the Bank will be subject to verification of character 
from the two referees/last employer and satisfactory police verification report 
within a specified period. Please note that you will not be paid any travelling 
allowance, conveyance, medical examination charge etc. for journey for 
reporting as advised above or for journey for joining at the place of posting 
after issuance of appointment letter.

12. Please note that in the event of any of the information/declaration/certificate 
or document being found false, forged or fabricated 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 appropriate 
action including disciplinary action or removal/termination of service.

13. You will be entitled to the benefits under ‘Defined Contribution Pension 
Scheme’ or any other pension scheme as decided by the Bank which should be 
final and binding on you.
14. Please produce this letter to the Assistant General Manager (Administration)/Regional Manager for his scrutiny.

Yours faithfully,

ASSTT. GENERAL MANAGER (HR)

Copy forwarded for information and necessary action to the Assistant General Manager (Administration)/Regional Manager, State Bank of India, .......................................................... ............................................. If the candidate does not report within a month, the matter may please be reported to us.

ASSTT. GENERAL MANAGER (HR)
PROFORMA LETTER OF APPOINTMENT

STATE BANK OF INDIA

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

..................................................BRANCH Date : ................................

Dear Sir/Madam,

RECRUITMENT

In continuation of offer of appointment letter No. .............................. dated .............................................. issued by the Assistant General Manager (HR), State Bank of India, Local Head Office,____ .............................................., we are pleased to inform you that you have been appointed as a Assistant in the clerical cadre in the Bank in the pay scale of Rs. 7200-400/3-8400-500/3-9900-600/4-12300-700/7-17200-1300/1-18500-800/1-19300, as permissible under Bank’s rule, on the following terms and conditions :

You will be required to perform all the duties and responsibilities, as prescribed by the Bank for Assistants, from time to time.

You will be on probation for a period of six months with effect from the effective date of joining.

The Bank will be entitled to extend the said period of probation, if your work is not found to be satisfactory during the said period. Your confirmation will be subject to receipt of satisfactory report about your character and antecedents from the police authorities and from the referees named by you.

Even after your confirmation in the Bank, if any adverse report is received from the police Authority and/or from the Referees named by you about your character and antecedents, your service in the Bank will be liable to be terminated.

(e) The Bank will be entitled to terminate your service during period of your probation by giving one month’s notice or on payment of a month’s pay and allowances in lieu of notice. If you desire to leave the service of the Bank during probation period, you will have to give 14 days’ notice in writing or pay an amount equivalent to 14 days’ pay and allowances or if you fail to pay the amount as stated above, the Bank reserves the right to recover the amount from your salary & allowances or any other amount payable to you.

(f) On confirmation you will be entitled to draw salary and allowances as applicable to Assistants pursuant to the provisions of the Desai Award as amended from time to time as per the Bipartite Settlements, and/or as prescribed by the Bank.

(g) 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.

In the event of change in your religion, it will be necessary for you to inform the Bank as soon as the same takes place for record.

The appointment is subject to the final outcome of any Writ Petition / other cases pending in the High Court / other courts in this regard.

(j) The appointment is provisional and is subject to the caste/tribe certificate(s) being verified through the proper channels and if the verification reveals that the claim to belong to Scheduled Caste or Scheduled Tribe or OBC, as the case may be, and not belonging to creamy layer 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.

(k) Should you be considered by the Bank at the end of the probationary period as suitable for the position and you have to the satisfaction of the Bank, complied with all the terms and conditions stipulated in this letter, and if the reports of the concerned Referees/Police/District Authorities regarding your character and antecedents are found satisfactory, your appointment may then be confirmed by the Bank otherwise it will be terminated without assigning any reasons whatsoever. On confirmation you will be entitled to draw salary and allowances as applicable to you and subject to the provisions of various Awards as amended by Bipartite Agreements between the Bank and the Employee’s Union/Federation from time to time.

(l) You will also be entitled to the usual benefits such as Gratuity as per Payment of Gratuity Act, Contributory Provident Fund, Leave Fare Concession, Encashment of leave, Medical Facility etc. as permissible under the Bank’s rules from time to time.

(m) You will be entitled to the benefits under ‘Defined Contribution Pension Scheme’ or any other pension benefit as decided by the Bank which shall be final and binding on you.

(n) You shall give an undertaking to the Bank that you will be prepared to serve anywhere in India, at any branch/office of the Bank at any time, should the exigency of service so require and/or wherever required by the Bank and that the Bank shall be entitled not to consider your application for transfer if made, to place of your choice at least for a period of three years from the date of your appointment for transfer to a place within the Circle and 10 years for Inter-Circle transfer.

(o) You shall be bound by the provisions of the various Awards as well as the Bipartite Agreements entered into by the Bank and the Employees’ Union/Federation as also to any modifications thereto from time to time.
(p) You will also be required to work on computers and key in all the vouchers in the system and put through all transactions, feed/analyse/compile, type the data etc. in the computer without any special compensation/allowance.

(q) The Bank reserves the right to change your designation at any time and may require you to perform any other/additional duties as may be covered by various settlements between the Bank and the employees' Union/Federation or otherwise.

(r) You will have to sign a declaration of fidelity and secrecy and all other letters of undertaking etc. as prescribed by the Bank.

(s) If you have served elsewhere, please arrange to furnish us a discharge/clearance certificate from the previous employer before joining service of the Bank.

(t) Please note that in the event of any of the information, declarations, certificates/testimonials being found incorrect/false or you have concealed or suppressed any material facts, this appointment shall be deemed invalid ab initio and you will render yourself liable for appropriate action including departmental action, removal/dismissal from service.

You are hereby required to report at, _______________________________ on__________ from which date your appointment in the Bank will be effective. Please carry a copy of this appointment letter while reporting there.

2. Please acknowledge receipt of this letter and return to us the enclosed duplicate of this letter duly signed by you in token of your having accepted the appointment as an Assistant in Clerical cadre on the terms and conditions stated above.

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

Yours faithfully, I accept the above terms & conditions

Assistant General Manager (Signature of the candidate)
(Administration)/

Proforma of Letter To Be Sent For verification of antecedent/character)

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,

Assistant General Manager (Administration)/
Regional Manager (Region- )
Chapter - 1
Recruitment in Clerical Cadre

ANNEXURE

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 detention 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 ..................

(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 ...........................................................................................................................

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.
Chapter - 1 Recruitment in Clerical Cadre

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
(a) Father  
(b) Mother  
(c) Husband/Wife

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 Date of Examination.........................
Year of ..............................................with full address..........................................................
entering leaving passed........................................passing....................................................

11. If you have, at any time, been employed, give details
Designation of post Period........................................Full address of
Reasons....................................................held or description...............From To...............office, firm or for leaving...........................................of work..............institution 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 ..............................

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.
Chapter - 1  

Recruitment in Clerical Cadre

3. An early action is solicited.

Yours faithfully,
Assistant General Manager (Administration)/
Regional Manager (Region- )

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 Dui) 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.

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:


Government of India, Ministry of Welfare, Resolution No, 12011/44/96-BCC, dated

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.

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 o
f..........................................................shall be eligible to hold any civil office in connection with the affairs of the Union. Under Secretary to the Govt. of India

The 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 .................................     Yours faithfully,
DATE .................................     ................................

Signature

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>
</table>

Signature of the Candidate     Signature of the Witness

Name

DECLARATION REGARDING LFC

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

Date : .........................     .................................
Place : .........................     Signature
 ..........................................................     .................................

Name of the Witness     Signature of Witness

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,

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

Assistant General Manager    Signature of candidate
Date: ......................................

The Assistant General 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>
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<td>3</td>
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<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

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:

(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 another 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......

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 AMOUNT</th>
<th>LIABILITIES AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

(AS A BORROWER/GUARANTOR)

1. Immovable properties (e.g. Lands, House, Shops, other buildings, etc. including its specify amount, Branch name, purpose, valuation, Area of land, nature of present position etc.)

2. Movable properties/Liquid Assets From other Banks/Financial institutions/

(a) Cash and bank balance (exceeding money Rs. 2500/-), LIC, Policies, Deposits Loans, Debentures, NSCs, etc. lenders (specify names, amounts and interest payable and purpose for which it was taken.)
(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/-

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

STATE BANK OF INDIA

.....................................
Name : .....................

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

LETTER OF UNDERTAKING

From :

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

To :
The Asstt. General Manager
State Bank of India,

Dear Sir,

APPOINTMENT IN CLERICAL/SUBORDINATE CADRE IN THE BANK

1. .................................................................

............ 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) ..........................................................

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.
13. Declaration of fidelity secrecy obtained:
    obtained.
14. Other declarations
    & Statement of Assets &
    Liabilities :
    obtained.
15. Identification mark :
Chapter - 1 Recruitment in Clerical Cadre

16. Antecedents with police authorities: Verified/(letter No................dt. ................sent to police department)

17. Particulars of relative: Name  Designation  Branch
1. 
2. 
3. 


19. If yes, proper certificate thereof: obtained.

20. Whether belonging to : Muslim/Buddhist/Sikhs/ Neobuddhist minority communities /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.

   (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.

Assistant General Manager

Branch: .............................
Date: ..............................
CHAPTER-2

PROBATION, CONFIRMATION, EXTENSION, RETIREMENT, RESIGNATION

2.1 PROBATION/CONFIRMATION

2.1.1 Confidential reports on employees on probation

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

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). 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.

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.

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.

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.

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.

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.

2.2 **Formalities to be completed after confirmation**

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.

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

2.3 **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:

- The source of information on the basis of which the date of birth has been accepted and recorded should be accurately incorporated.
- 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.
- Special care should be taken to enter the employee’s category and place of domicile.
- 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.
- 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.
- 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.
- 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.

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.

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.

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

2.4 CONFIDENTIAL REPORTS

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.

The revised formats for writing of Performance Appraisal Reports on clerical staff and subordinate staff are enclosed at Annexure. The guidelines for writing the reports under various parameters are given in Annexure. The other instructions in this regard are as under:

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

The custody of the report will be as under:

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

Head of the Department in case of administrative offices.

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

The guidelines for writing reports as contained in Annexure 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.

2.4.1 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.
Conversion of ratings in the confidential report prior to 31.03.2000

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


2.4.2 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.

2.4.3 In case of 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.

2.5 AGE OF SUPERANNUATION & EXTENSION IN SERVICE
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.

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 he 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.

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.

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 obtention of 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.

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.

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.

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.

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.

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. The facts of the option may be recorded
in the employees’ service sheets and the option letter is kept alongwith 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.

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.

As service for the purpose of pension will be reckoned till the age of retirement, instead of upto 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.

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 upto 60 years. Contribution to the Provident Fund will also continue to be made until the employee finally retires.

2.6 RESIGNATION FROM SERVICE

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.

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.

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.
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.

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

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.

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.

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.

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.

2.6.1 Voluntary retirement/resignation while on Deputation

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.
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.

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

(CDO/PM/1411/CIR/44 dated 24-09-03)

2.6.2 Instructions relating to Loans/Concessional Rates

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.

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

2.6.3 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.


2.7 Voluntary Cessation of employment

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.

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.

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.

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

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

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.

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:IR:SPL:91 DATED 06.06.2005 & CDO / P&HRD-IR / 26DATED
21/07/2005)

2.8 To Honour a retiring employee

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 should be arranged.

ii) Appreciation letters may be issued for the officials who are leaving the
bank on Superannuation/Voluntary Retirement.

ANNEXURE/FORMATS

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

1. Name :
2. Date of joining the service :
3. Nature of duties performed :
4. Ability :
5. Conduct :
6. General remarks :

SATE BANK OF INDIA

Branch : Designation .............................................
Date : Department .............................................

PERFORMANCE APPRAISAL REPORT

FOR CLERICAL CADRE AS ON 31ST MARCH 20 __

Name in full ___________________________ P.F. Index No.____________________
Shri/Smt./Km/__________________________
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 docket)

<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>
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<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>
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<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.

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.

---

<table>
<thead>
<tr>
<th>Name in full</th>
<th>P.F. Index No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shri/Smt./Km/</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Educational Qualification</th>
<th>Date of Birth</th>
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</table>

<table>
<thead>
<tr>
<th>Joined the Bank as</th>
<th>On ___________________ (Date)</th>
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<table>
<thead>
<tr>
<th>Present Designation</th>
<th>Since ___________________ (Date)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Place of Posting</th>
<th>(Br./Off.)Since ___________________ (Date)</th>
</tr>
</thead>
</table>
## REPORT ON WORK AND CONDUCT

(Marks awarded to be stated in relative dockets)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Parameters</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>
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<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.

### 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.

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
From To 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.
CHAPTER-3

CAREER PROGRESSION: AWARD STAFF
IN-CADRE HIGHER APPOINTMENTS

CAREER PROGRESSION: AWARD STAFF

3.1 IN-CADRE HIGHER APPOINTMENTS

3.1.1 POLICY FOR APPOINTMENT TO SPECIAL ALLOWANCE

CARRYING POSITIONS IN THE CLERICAL AND SUBORDINATE CADRE


3.2 Brief background

To match the changing needs of the Bank and formulation of an assured career progression scheme providing for a time-bound movement to higher positions within the cadre, a committee was constituted in the year 1997 with representatives of the Bank as well as Staff Federation with an academician of repute from the Tata Institute of Social Sciences, Mumbai.

Based on the committee’s report and discussions with the Staff Federation, a consensus on Career Progression policy was reached. The policy was approved and a settlement thereon was entered into with the Staff Federation on 12th April 1999. Thereafter, the Bank entered into various Settlements with the AISBISF on 22.07.2003, 16.06.2005 23.10.2006, 01.08.2007, and on 30.09.2008 on the issue of Career Progression. The Settlements have taken the care of the hopes and aspirations of employees as also of the current common concerns in relation to employee-productivity, customer service, business development, profitability and induction of state-of-the-art technology. It also contains many other positive features which will have a bearing on the Bank’s functioning and facilitate improved customer service, such as extension of business hours, introduction of Shift System, installation of Automated Teller Machines, increased use of Note Counting Machines, Networking of branches etc.

3.3 SAILENT FEATURES

(i) Flexibility in the deployment of workmen in the bank at the branches to ensure optimum utilisation of available human resources by providing for interchangeability between clerical and cash departments for performance of multiple jobs/tasks.

(ii) Mobility of personnel from one branch/office to the other by providing for transfer as a consequence of appointment to higher position within-the-cadre so that proper and equitable deployment of manpower could be made to meet the requirement of all branches, particularly those
located in rural and semi-urban centres.

(iii) Greater productivity by flexibility in deployment and by providing adequate motivation to the employees by way of assured career progression, to put in their best efforts in the performance of their work with a sense of pride in being a part of a great national institution.

(iv) Appointments to within-the-cadre higher positions carrying special cadre allowance in terms of the policy herein agreed will not, ipso facto, result in creation of vacancies of substantive positions like clerks/cashiers etc. in the clerical cadre and messengers, sweepers etc. in the subordinate cadre.

(v) It is mutually agreed that the redesignation of existing employees/appointment of employees as Senior Assistants/Special Assistants/Head Messengers/Senior Head Messengers etc. in terms of this policy would contribute to smoothening the work flow at branches and that no employee so redesignated/appointed to higher position will resort to restrictive practices of any nature enumerated in the subsisting industry-level bilateral settlements.

(vi) The Bank may at its discretion, extend business hours at all the fully computerised branches in respect of all transactions upto 2 hours on full working days and 1 hour on half working days.

(vii) The bank may, at its discretion, install ‘Automated Teller Machines’ at any Branch/place of its choice and interlink them.

(viii) The Bank may also interlink the operations/transactions among computerised branches.

(ix) The Bank may, at its discretion; install note counting machines at all fully computerised branches in addition to the currency chest branches.

(x) 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 to achieve vision of being a world class bank having operational efficiency and quality of service etc., comparable to international standards.

(xi) 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.

(xii) In order to tap the full potential at fully computerised branches, the Bank may, at its discretion, introduce 7-day banking, shift system and round the clock banking. The Bank may also stagger working hours at fully computerised branches in accordance with the subsisting Settlements.
(xiii) 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, for recovery of bad loans and such other activities as deemed fit by the Bank based on its business needs and requirements.

(xiv) The Bank may at its discretion retrain/re-skill the identified staff for the above purposes and offers them rewards/incentives and allowances (as per extant instructions) on a case-to-case basis as deemed fit by the Bank.

(xv) The Bank may continue outsourcing including hiring services from outside computer agencies in essential areas to meet its requirements, having regard to operational efficiency and cost effectiveness. The Bank will, however, make every effort to develop in-house capabilities in as short a time as possible.

(xvi) The Federation would fully co-operate with the Bank in all its attempts to prevent frauds and income leakages.

3.4 Clerical staff - Appointment of Senior Assistants

1. With effect from the 1st April 1999, the following higher special allowance carrying position within-the-cadre replaced by the undernoted new positions:-

<table>
<thead>
<tr>
<th>Positions prior to 01.04.99</th>
<th>New Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Asstt. (Accounts)</td>
<td></td>
</tr>
<tr>
<td>Head Asstt. (Cash)</td>
<td>Senior Assistant</td>
</tr>
<tr>
<td>Teller</td>
<td></td>
</tr>
</tbody>
</table>

2. The Senior Assistants will have to perform the duties of the erstwhile higher positions of Head Assistants (both Accounts and Cash), Teller, and Computer Operators and whenever exigencies so warrant, the original clerical/cashier duties also. Their services are inter-changeable between Clerical and Cash Departments as and when required by the local management. This policy aims at optimum utilization of available human resources.

3. This policy supercedes all the existing clerical/Central Office level understandings/settlements in respect of appointments to special allowance carrying positions like Head Assistants/Tellers/Computer Operators.

3.4.1 ELIGIBILITY: -

All employees in clerical cadre (excluding Record Keepers/Record Keeper-cum-Cashiers/Godown Keepers/Bill Collectors) with minimum qualification of matriculation and 10 years of service or more as on 1st June each year.
3.4.2 Abolition / Change in the positions

1. The posts of Head Punch Operators will be abolished on the present incumbents moving over to higher positions or retiring from Bank’s service. The services of remaining Head Punch Operators, if any, will be utilised as Senior Assistant.

2. The existing Bradma Machine Operators (i), who have completed 10 years’ service, will be redesignated as Senior Assistants. The services of such operators, who have not completed 10 years service, will be utilised as Encoder Machine Operators, wherever Bradma Machines are not in use.

3. Telex Operators and Computer Operators, who have completed 10 years service, will be appointed as Senior Assistants.

4. The posts of Bradma Machine Operator (ii), Assistant Head Cashiers, Cashiers Operating Cash Registers, DIR Assistants and Mill Checking Assistants will be abolished on present incumbents moving to higher in-cadre or out of cadre positions or retiring from the Bank’s Service. The services of such staff, which have not yet completed 10 years service for higher appointment, will be utilised as Assistants and their special pay will be protected.

5. The posts of Godown-keepers and Bill Collectors will be abolished on 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 utilised as Cashiers.

3.5 Duties, Functions and Responsibilities of Senior Assistants

The duties listed below are in addition to the duties of substantive cadre (i.e. Clerk/Cashier, Clerk-cum-typist, Computer Operator etc.) that the Senior Assistant may be called upon to perform.

1. To Exercise passing powers of Rs.50,000/- for cash and Rs.1,00,000/- for transfer transactions.

2. Work as Single Window Operator and discharge undernoted 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 their passing powers.

(b) To receive, pay, input and also authorise the relative transactions within his powers.

(c) Cash and transfer transactions beyond his passing 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 therefore will be done by the 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 3(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 authorisation by the Case Manager. Similarly, SWO will issue Term Deposit/Special Term Deposit receipts through cash receipt or transfer irrespective of the amount involved but receipts will be signed by the Case Manager or any other authorised official.

(g) SWO will pay drafts, Inter office Instruments, deposit at call receipts, banker’s cheques, gift cheques etc. within his passing powers and those beyond his powers will be paid with due authorisation by the Case Manager. He will also issue drafts, Inter office Instruments, deposit at call receipts, banker’s cheques, gift cheques through cash or transfer irrespective of the amount involved but the instruments will be signed by an authorised official. Before payment of drafts, Inter office Instruments, 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. Debits to overdraft (current) accounts within the sanctioned limits will also be passed and authorised by him within his passing powers. However, debits to cash credit, term loan, and 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 and 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 travelers’ cheques will be done by Senior Assistant on authorisation by the officer in charge 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 transactions.

Sundry deposit
Suspense charges
Charges account
Interest account
Branch Clearing General Account
Inter branch items in transit account
Agency clearing
Inoperative account
Dormant account
Interest provision account, 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 application, allotment and call monies by cash or cheques upto his powers in any one case and issue of receipt therefor.

3. Active assistance 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 mobilisation 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 scrolls, 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. Accepting cash from individual/non-individual customers and issuing receipts under doorstep banking to the extent of their powers.
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8. Cash delivery to customers under doorstep banking.

9. Checking of Voucher Verification Reports/day books/computer outputs of all types of accounts at Core Banking branches/CPCs.

10. Checking of leave records, overtime register, Bonus register, establishment register, etc.

11. Drafting of letter/notes, signing all types of intimations, advices of routine nature to constituents.

12. 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.

13. To ensure correct application of rate of interest on Government and other securities, discount and rebate on usance bills, interest on Central Office account, interest on Savings Bank Accounts, term deposits and other interest bearing deposit accounts from various reports like deposit balance/loan balance files etc.

14. To check Registered and ordinary letters despatched registers, verify the balance(s) with despatcher(s) at prescribed periodicity.

15. To check stationery and relative registers/ledgers.

16. The above duties are in addition to the existing duties.

17. Any other duties with in the cadre as assigned from time to time as per Bank’s requirement.

3.6  
Clerical staff - Appointment of Special Assistants

1. With effect from the 1st April 1999, the following higher special allowance carrying position within-the-cadre will be replaced by the undernoted new positions: -

<table>
<thead>
<tr>
<th>Existing Positions</th>
<th>New Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workman Head Cashier]</td>
<td>Special Assistant]</td>
</tr>
<tr>
<td>Special Assistant]</td>
<td>Special Assistant</td>
</tr>
</tbody>
</table>

‘Special Assistants’ - They are required to perform the duties prescribed for Special Assistants and Workmen Head Cashiers in terms of the settlement dated 1.5.3.1993, and exercise-passing powers vested, from time to time, in officers in the Junior Management Grade. They are also required to perform the duties of Senior Assistants/Computer Operators, if exigencies so warrant. The ‘Special Assistants’ will also be posted as in-charge of cash and valuable at non-currency chest branches, at the discretion of the Bank.

3.6.1  
ELIGIBILITY: -

All employees in clerical cadre (excluding Record Keepers/ Record Keepers-cum-Cashiers/Godown Keepers/Bill Collectors) with minimum qualification of matriculation and 20 years of service or more as on 1st June each year.
3.6.2 DUTIES, FUNCTIONS AND RESPONSIBILITIES OF 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:

1. To exercise passing powers vested in officers JMGS I viz. to pass cheques and other debits to constituents’ accounts, drafts, Inter office Instruments, Government payments etc. for amount not exceeding Rs.1,00,000/- in cash and Rs.4,00,000/- by Transfer.

2. 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 power of Special Assistant.

3. 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 signatures only.

4. To check and sign TDRs/STDRs up to his passing powers.

5. To initial pass books in Savings Bank, which come to him for passing payment upto Rs.1, 00,000/- in cash and Rs.4, 00,000 by transfer at branches where Savings Bank pass books are not system generated. If, at that time, the previous balances in the pass book are not authenticated, he will 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.

6. 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 handing over the unused security forms/cheque books to Accountant/Branch Manager, duly accounted for after the day’s work is over.

7. 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 the 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 the strong room and, jointly with the concerned supervising official while in the strong room.
(d) Responsibility for remittances of treasure, etc.

(e) Responsibility for the protection of other items which represent money and which may from time-to-time is entrusted to him.

(f) Responsibility for the quantity and value of all notes and small coins as per revised cash department procedure under clean note policy.

(g) Responsibility for the proper conduct of work in the cash department/single window counters in regard to cash for ensuring that adequate safety measures are taken in the handling of cash, etc. and that 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 the processing and disbursement if loans sanctioned against the pledge of gold ornaments, including responsibility for purity, value and correctness of weight of gold ornaments and all matters connected with the 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 extent specified below:

Power to discharge bills of exchange, promissory notes, and documents of title to goods which come to them in the discharge of functioning of the posts held for the time being.

(o) Verification of translation of vernacular signatures/endorsements.

(p) To hold joint custody of security forms.

8. Checking of day books/computer outputs of all types of accounts and initializing the balances in all books/ledgers in Bank Master branches and Voucher Verification Reports at Core Banking branches.

9. Checking of leave records, overtime register, Bonus register, establishment register, etc.
10. Drafting of letter/notes, signing all types of intimations, advices of routine nature to constituents.

11. 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.

12. 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.

13. To check calculation of interest on Government and other securities, discount and rebate on usance bills, interest on Central Office account, interest on Savings Bank Accounts, term deposits and other interest bearing deposit accounts and interest on all types of loans, overdrafts and cash credits accounts.

14. To code or decode telegrams.

15. To check Registered and ordinary letters despatched registers, verify the balance(s) with despatcher(s) at prescribed periodicity.

16. To check stationery and relative registers/ledgers.

17. To check all Branch Clearing books, attend to queries from IOR Department/other branches/offices.

18. To ensure timely completion of day’s transactions.

19. To work as In-charge Safe Deposit Lockers. Also perform the duties relating to recovery of locker rent

20. Sanction of loans against Bank’s fixed deposits payable at the same branch upto an amount of Rs.1,00,000/- (This power will be delegated after approval by the Central Board).

21. Processing of business proposals and compilation of opinion reports on borrowers.

22. Updation/authorisation of entire date in CBS from the account opening forms which includes Creation of CIFs, linkage of CIF(s), Creation of Nominee, Linkage of Nominee, Linkage of Introducer, Mode of operation, etc.

23. As regards the Branches having only Branch Manager as a single permanent officer preferably special assistant may be entrusted the job of Users Administrator activity.

24. Replenishment of Cash in ATMs jointly with ATM in-charge.

25. Initial interaction with customers explaining all deposits/advances and all schemes and cross selling of bank’s and its subsidiaries products. Scrutiny of loan proposals as per checklist like filling of loan application, documents required etc. at Branches, RACPC, SMECC etc. /Branches.
26. Accepting cash from individual/non-individual customers inside and outside the Bank up to their powers and issuing receipts under doorstep banking.

27. Cash delivery to customers under doorstep banking.

28. Authorisation of specimen signatures in CBS under maker and checker concept.

29. ATM Pins in-charge and delivery of ATM Pins to customers. Special Assistants will be in possession of ATM Pins and delivery of the same to the customers.

30. To perform the role of INB maker for CINB customers. The job done by Special Assistant will be authorized by INB Authoriser.


32. 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.

33. To ensure correct application of rate of interest in all types of loans, overdrafts and cash credits accounts from various reports.

34. To assist field officer/authorized official in CPCs/branches in follow-up of recovery of instalments in loan accounts, obtaining revival letters, insurance policies, stock statements, PDCs and other documents in respect of loan accounts.

35. Post-sanction inspection of P segment assets (vehicle/housing). To assist in follow up with approved valuers/lawyers for valuation reports/search reports.

36. Work relating to Pension, PPF and Senior Citizen accounts in CPPCs and branches.

37. Tracking of loan applications for early sanction/fulfillment.

38. Issue of interest certificates to customers.

39. Execution/authorisation of SIs/ECS to the extent of their passing powers.

40. The above duties are in addition to the existing duties.

40. Any other duties with in the cadre as assigned from time to time as per Bank’s requirement.
3.7 Clerical staff - Appointment of senior Special Assistants

As per the Settlement dated 29th August 2009, position of Senior Special assistant was created.

The Senior-Special Assistants will work as cash in-charge and passing officers with user administration rights. However, Special Assistants will continue to work as cash-in-charge without user administration rights as hitherto.

The passing powers of Senior-Special Assistants for cash transaction will be upto Rs.2.00 lacs and for transfer transactions upto Rs.5.00 lacs.

The working hours of Senior-Special Assistants will be increased from 39 hours in a week (as per provisions of Sastry Award) to 45 hours in a week (increase of minimum one hour every day) to facilitate completion of entire work including closure of cash. They shall not be entitled for payment of over time for the extended working hour. They will be required to complete the work within their working hours. For increase in working hours, they will be paid a special allowance of Rs.3,500/- p.m. which will not be reckoned for DA, HRA, Superannuation benefits and for fitment on promotion to JMGS-I etc.

The Senior-Special Assistants will only be posted in the branches.

The Senior-Special Assistants will be transferred anywhere in the erstwhile modules. They may also be transferred even in another network within 100 km of their present place of posting.

The provisions of redeployment policy will not be applicable to Senior-Special Assistants and they can be redeployed at any time as per Banks’ requirement irrespective of their age.

3.7.1 ELIGIBILITY

Eligibility :- All employees with a minimum qualification of matriculation and completed 30 years of service (or more) in clerical cadre (excluding Record Keepers/Record Keepers-cum-Cashiers/Godown Keepers/Bill Collectors) as on 1st June of each year.

3.7.2 DUTIES, FUNCTIONS AND RESPONSIBILITIES OF SENIOR SPECIAL ASSISTANTS

1. Passing powers for cash transactions upto Rs.2.00 lacs and transfer transactions upto Rs.5.00 lacs in respect of all transactions.

2. For opening of all type of accounts viz Deposit, Loans, Pension, PPF, Senior Citizen, Demat and FCNB, NRO, NRE accounts etc. Senior-Special Assistant will be responsible for:-

(i) Completion of KYC formalities

(ii) Authorisation of the details of the account in the system.

(iii) The authorization in the account opening form will continue to be done by the permanent officer.
3. Issuance and handling of Non-personalised welcome kits and passbook delivery to the new customers. Entering/authorisation of personalisation of cheque and ATM card.

4. BGL accounts authorization of credits and debit vouchers to the extent of their passing powers in the system as per maker and checker concept.

5. Signing of drafts/IOIs etc. singly below Rs.50,000/- and jointly with an officer on or above Rs.50,000/-. The feasibility of circulation of signatures will be examined. Till such time counter signature will be made by the permanent officials.

6. Working as cash in-charge and passing officer with user administration rights.

7. INB pin in-charge and delivery of INB pins to the customers.

8. Authorisation of RTGS/NEFT transactions up to their powers with maker and checker concept.

9. Authorisation and closure of all deposits/PPF/Senior Citizen/FCNB/ NRO/NRE accounts and loan accounts in the system subject to manual authorization by the officer in the application form.

10. Authorisation of non-home debit transactions to the extent of their passing powers in deposits accounts and credit in all accounts including loan accounts.

11. Completion of TDS related formalities like signing of certificates, accepting requisite declaration forms for non-deduction of TDS and updating this information in the system.

12. Accepting application for dematerialization of shares in accounts and forwarding to D.P. CPC and executing delivery instruction.


15. Any other duties with in the cadre as assigned from time to time as per Bank’s requirement.

### 3.7.3 ADDITIONAL DUTIES TO BE ASSIGNED TO ASSISTANTS

1. Marketing of liability/loans products and products of subsidiaries like SBI Credit Card, Mutual Fund, SBI Life etc. Sourcing of proposals.

2. Opening and closing of loan accounts as maker in CBS subject to authorization by the officer in the application form.

3. Opening of SDV/SDV-SC/Collateral accounts (pertaining to the details of creation of primary/collateral security).
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4. Pick up of cheques/bills from customer’s place.
5. Delivery of drafts/Inter Office instruments at customer’s place.
6. Accepting cash from individual/non-individual customers under doorstep banking.
7. Noting of SIs/ECS.
8. Scanning/uploading of signatures
9. Input of BGL transactions in the CBS
10. Cash delivery to customers under doorstep banking.
11. The above duties are in addition to the existing duties.
12. Any other duties with in the cadre as assigned from time to time as per Bank’s requirement.

3.8 ADDITIONAL DUTIES TO BE ENTRUSTED TO SUBORDINATE STAFF

1. Pick up of cheques/bills from customer’s place.
2. Delivery of drafts/Inter Office instruments at customer’s place.
3. The above duties are in addition to the existing duties.
4. Any other duties with in the cadre as assigned from time to time as per Bank’s requirement.

3.9 All the members of clerical and subordinate staff are required to undertake marketing of products of the Bank and its subsidiaries besides discharging, out side work by calling on the customers.

It has further been clarified in regard to duties & responsibilities of various category of award staff that:

i. Processing of applications sourced from customers and transmitting the same on-line to the SBI General Insurance Co. Ltd. may be entrusted to specified person (S.Ps).

ii. Movement of Gold Coins may be included as one of the functions of CACs

3.10 GUIDELINES FOR IN- CADRE CAREER PROGRESSION OF TENOGRAPHERS

3.11 ELIGIBILITY: -Senior Stenographers/ Senior Assistants

(a) Stenographers on completion of 10 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 as admissible.
(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 as admissible. They will be redesignated as “Senior Stenographers”.

3.12 Eligibility Special Stenographers/ Special Assistants

(b) Stenographers on completion of 20 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 as admissible.

(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 as admissible. They will be redesignated as “Special Stenographers”.

(iii) 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.

(iv) The stenographers who have opted to become Senior Stenographers on completion of 10 years of service and Special Stenographers on completion of 20 years of service may be given higher appointment and their services may be posted as per the requirement of the Bank at the administrative offices/branches.

3.13 Duties of Senior Stenographers and Special Stenographers

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.

3.14 Other duties

(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.
(e) With regard to completion of service, it has been decided that the total service put in by stenographer in the cadre (which includes clerical + stenographers) should be taken into account irrespective of the fact whether he/she has joined as clerk and subsequently converted as stenographer.

3.15 The Technical/Specialist staff in clerical cadre

The technical/maintenance staff in clerical cadre will have following career path:

3.16 Eligibility and allowances

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Designation</th>
<th>Designation after completing 10 years of service to be paid special pay as admissible</th>
<th>Designation after completing 20 years of service to be paid special pay as admissible</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>A. C. Plant Operator</td>
<td>Senior A.C. Plant Operator</td>
<td>Head A. C. Plant Operator</td>
</tr>
<tr>
<td>2.</td>
<td>Control Room Operator</td>
<td>Senior Control Room Operator</td>
<td>Head Control Room Operator</td>
</tr>
<tr>
<td>3.</td>
<td>Pharmacist</td>
<td>Senior Pharmacist</td>
<td>Head Pharmacist</td>
</tr>
<tr>
<td>4.</td>
<td>Nurse</td>
<td>Senior Nurse</td>
<td>Head Nurse</td>
</tr>
<tr>
<td>5.</td>
<td>Armourer</td>
<td>Senior Armourer</td>
<td>Head Armourer</td>
</tr>
<tr>
<td>6.</td>
<td>Draughtsman*</td>
<td></td>
<td>Head Draughtsman</td>
</tr>
<tr>
<td>7.</td>
<td>Electrician</td>
<td>Senior Electrician</td>
<td>Head Electricist</td>
</tr>
</tbody>
</table>
### 3.16.1 Career progression for Draughtsman :-

I) Career progression for draughtsman will be introduced from the year i.e. 2008-09. On completion of 10 years as on 1st June of each year they will be designated as Senior Draughtsmen and will be paid special pay as admissible in line with senior stenographers. The other terms and conditions as regards eligibility will be the same as applicable for other category of employees.

II) The instructions with regard to appointment of Head Draughtsman are already in vogue. On completion of 20 years of service the Senior Draughtsman will be re-designated as Head Draughtsman and will be paid special pay as admissible.

### 3.16.2 Guidelines for in Cadre Career Progression of Record Keeper-Cum-Cashiers

3.16.2.1 For Record Keeper-cum-Cashiers

All Record Keeper-cum-Cashiers/Record Keepers/Cashiers (including erstwhile Godown Keepers and Bill Collectors) :-

3.16.2.2 Eligibility: - “Senior Record Keeper

On completion of 10 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 as admissible 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, dispatch, receipt of inward dak, Grahak Mitras, member of outward sales force, Multiple Product Sales Force, RACPC, SMECC, CAC, CPPC and other initiatives.

3.16.2.3 Eligibility: - “Special Record Keeper

On completion of 20 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 as admissible.

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 semi-urban and rural areas for providing their services.

3.16.3 Duties: -Record Keeper-Cum-Cashiers/Record Keepers/Cashiers

Besides existing duties they will also perform following duties: -

(i) Marketing of Bank’s and its subsidiaries products.
(ii) Recoveries.

(iii) Deposit mobilisation.

(iv) Working in enquiry counter as Grahak Mitra.

(v) Member of outward sales force, Multiple Product Sales Force, RACPC, SMECC, CAC, CPPC and other initiatives.

(vi) Receipt of inward dak.

(vii) Despatch.

(viii) Writing of local delivery book.

(ix) Sort and keep vouchers, index and maintain records and supply records as per requisition;

(x) Arrange for periodical destruction of old vouchers and old records

(xi) Maintain records of stationery distribute stationery and keep control over the stock thereof

(xii) Index circulars/memoranda and maintain files thereof;

(xiii) Supply files and records on proper requisition

(xiv) Separate paid cheque/inspection vouchers

(xv) 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

(xvi) Perform clerical duties of his cadre as and when required.

(xvii) Updating of pass books whenever entrusted.

3.17 CAREER PROGRESSION FOR NON-MATRICULATE WIDOWS APPOINTED UNDER COMPASSIONATE APPOINTMENT SCHEME IN CLERICAL GRADE

In this connection, in terms of Memorandum of Settlement dated 23rd October 2006, a career progression scheme was introduced for Record Keepers-cum-Cashiers/Record Keepers/Cashiers who are also non matriculate. As such, on the similar lines the widows who were appointed under clerical cadre under compassionate appointment scheme are also covered under career progression provided they otherwise fulfill the eligibility criteria for in-cadre higher appointment.

3.18 CAREER PROGRESSION SCHEME FOR SUBORDINATE STAFF (excluding maintenance /technical staff)

With effect from the 1st April 1999, the following higher special allowance carrying position within-the-cadre replaced by the undernoted new positions:-


**Positions prior to 01.01.99**  
Daffedar/Naik/Jamadar  
Hawaldar  
Head Messenger  

**New Positions**  
Head Messenger  
Head Armed Guard  
Senior Head Messenger  

The appointments to Head Messenger/ Senior Head Messenger/Head Armed Guard/ Senior Head Armed Guard, Head Sweeper/ Senior Head Sweeper etc. shall be made as per the following norms.

3.18.1 **Eligibility:** - head Messenger/Head Armed Guard/Head Sweeper etc.

Full time employees in subordinate cadre with 15 completed years (or more) of full-time service in the cadre as on 1st June of each year

3.18.2 **Senior Head Messenger/Senior Head Armed Guard/ Senior Head Sweeper etc.:**

Full time employees in subordinate cadre with 23 completed years (or more) of full-time service in the cadre as on 1st June of each year

3.19 **Abolition/ redesignation of positions**

The present Head Cash Coolie/Head Hamal, 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/ Hamal/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 as admissible.

The posts of Compositors, Pressmen, Impositor-cum-Distributors, Copying Machine Operators, Note Stitching Machine Operator, Duftaries and Sorters 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 services of Compositors, who have not completed 23 years of service, will be utilised as Head Messengers.

The Head Messengers will perform the duties of Copying Machine Operators, Note Stitching Machine Operators, Duftaries and Sorters, wherever required.

The posts of Chowkidars and Head Chowkidars and Senior Head Chowkidars will be abolished. The Chowkidars, Head Chowkidars and Senior Head Chowkidars will be designated as Watchmen, Head Watchmen and Senior Head Watchmen respectively.

3.20 **Guidelines TO COUNT part time service for the purpose of career progression:** -

(i) Part time permanent service put in by a subordinate employee prior to his conversion into full-time may be reckoned proportionately while calculating 15/23 years service for in-cadre career progression also.
(ii) Part time permanent service will be converted proportionately in full months and full days. Fractional day if any, may not be given weightage while converting part time permanent service in to full months and days.

(iii) For the purpose of this settlement the word proportionately shall mean, conversion of part time service in to full months and days such as, If an employee was on 1/3rd basis and worked for 3 years, 3 months and 2 days, the proportionate service for the purpose of in-cadre higher appointment will reckoned as 1 year and 1 month. Fraction of a day will be ignored.

(iv) The reckoning of part time permanent service will be applicable from the financial year i.e. 2008-09.

(v) The employees who have already been promoted under career progression scheme will not have any claim for giving effect of the career progression from retrospective date by reckoning the part-time permanent service put in by them

3.21 **Head Armed Guard - SPECIAL pay**

Due to acute shortage of guards/watchmen in the branches/offices, they are not being relieved for other branches/offices even after being served with transfer orders under career progression scheme. Thus they are put to financial loss on account of non-payment of allowance due to them from the date of their eligibility. To avoid such situation the authorities concerned should ensure their relief once the order under career progression is issued. However, if for any reason they cannot be relieved immediately, they should be paid special pay from the date of their eligibility after they report at the transferee branch to avoid any financial loss to them.

As a general rule every member of the subordinate staff drawing a lower special pay will be eligible for a special pay as admissible on completion of 15 years’ service and the term ‘Head’ prefixed to his designation. Similarly, on completion of 23 years’ service, he will be eligible for a special pay as admissible with the term ‘Senior Head’ prefixed to his designation. This would be done once every year on the 1st June in accordance with the procedure laid down.

In addition to the routine duties, the 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.
3.22 GUIDELINES FOR IN CADRE CAREER PROGRESSION OF DRIVERS, ELECTRICIANS/SANITARY FITTERS, A.C./S.T. PLANT ATTENDANTS

(Subordinate staff)

3.22. ELIGIBILITY: - For DRIVERS: - APPOINTMENT of Senior 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 as admissible.

3.22.1.1 Eligibility: - SENIOR Head Drivers

(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 as admissible.

3.22.2 ELIGIBILITY: - Electricians, Sanitary Fitters, AND A.C./S.T. Plant Attendants

Electrical Helper and Telephone Helper will be redesignated as ‘Electrical Lineman’ and Telecom Lineman respectively.

(i) On completion of 8 years of confirmed service in the Bank, if he acquires/possesses an Electrical Wireman’s Certificate or PWD License (IIInd 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 as admissible.

(ii) 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 as admissible.

(iii) 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 as admissible.

3.23 INSTRUCTIONS FOR SPECILISED CATEGORY POSTED AT CORPORATE CENTRE/ LHO/ADM. OFFICE

3.23.1 For specialised category of staff posted at corporate centre:

- The concerned department at Corporate centre will prepare two lists (one for specialised staff and another list for general category of staff) of eligible employees due for in-cadre higher appointment in the 1st week of June every year. The names of Stenographers who opt to become Senior Stenographer/
Special Stenographer will be included in the list meant for specialised category of staff. Thereafter, both the lists will be forwarded to AGM (OAD) and after ensuring the eligibility of the employees as per norms; AGM (OAD) will issue appointment letters to the specialised category of staff for in-cadre higher appointments w.e.f. 1st June (which is the date of eligibility) under advice to AGM (Admin.) of the concerned Administrative Office. It will also be made clear while giving the in-cadre higher appointment that the Bank reserves its right to transfer them to any branch/office as and when required. Other list relating to general category shall be forwarded to AGM (Admin) in the usual manner for issuing appointment letter alongwith their place of posting. This exercise should also be completed in a time bound manner so that the employees are not deprived of the special pay on account of delay on the part of the Bank.

3.23.2 For specialised category of staff posted at LHOs/other corporate Centre establishments: - The departmental heads will prepare two lists in the manner stated above and forward the same to the AGM (Admin) of the concerned Administrative Office. On receipt of list of eligible candidates, AGM (Admin) will issue appointment letters in respect of specialised category of staff from the date of their eligibility. In respect of general category of staff, the existing procedure will continue.

3.24 DUTIES OF DRIVERS

Besides existing duties they will also perform following duties:-

- Maintain and effect minor repairs of cars, not requiring a technician’s skills.
- Cleanliness of vehicles.
- Change of seat covers.
- All messengerial work as and when required.

3.25 ELECTRICIANS

Besides existing duties they will also perform following duties:-

- Carry out routine maintenance of electrical equipments.
- Effect minor repairs to electrical fixtures and appliances.

3.26 Special pay to Ward BOYS:- Special pay as admissible 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

3.27 OPERATING GUIDELINES FOR ALL CATEGORIES OF STAFF

3.27.1 Preparation of List :-

(i) Branch-wise/office-wise separate list of all eligible permanent employees who have completed required number of service under the each category is to be prepared The names will be listed in descending order of service
seniority i.e. the names of employees who have put in longest service in
the Bank will be listed first and so on.

(iii) The above lists will be forwarded to the Administrative Office. The
concerned A.O. will consolidate the lists of all branches/offices and
will prepare a common service seniority list in descending order of
employees’ service seniority. The branches/offices/CAG/CNW branches/
MCG/SAMG/LHO or Corporate Centre establishments etc. falling in the
geographical area of a A.O. will be treated as a part of A.O. concerned.

(iv) The responsibility for preparation of the above lists shall rest with the
officials indicated below :-

(i) Branch/ Any Business Group: Branch Manager/Head of the Branch
(ii) Administrative Office: A.G.M. (Region)
(iii) SBLC: Chief Instructor / In-charge of the SBLC
(iv) CSD: Head of the CSD
(v) College/Academy : Principal/Vice-Principal
(vi) CAO/Global Treasury/CSD : Head of these offices
(vii) LHO : DGM & CDO and CM (OAD)
(viii) Corporate Centre at : GM (CS) and AGM (OAD) Mumbai
(ix) Global I.T. Centre, Belapur : DGM (C&CS)/AGM (OAD)
(x) ZIOs/I&A Dept. CC : GM(ZIO)/AGM (HR)

(v) The officials responsible for preparation of above lists shall get the list
prepared and after thorough checking and scrutiny forward these to the
concerned Administrative Office.

The Administrative Office will arrange to prepare consolidated list
within next fortnight to facilitate release of appointment-cum-posting
orders immediately thereafter.

(vi) The above lists should be reviewed every year to take into account
refusals, retirements, deaths or inter circle transfers etc. and updating
it so that revised lists are ready well in advance.

3.27.2 Time schedule :-

(i) Preparation of list under Career Progression by 10th April.
(ii) Identification of post and issue of orders by 20th April
(iii) Review of lists of the eligible employees on receipt of refusal of career
progression by 30th April
(iv) Relieve the eligible employees positively by 31st May so that they can
report to their new place of posting on 1st June.
(v) Submit confirmation in regard to the completion of career progression by 10th July.

3.27.3 Identification of Posts :-

With a view to facilitating movement of employees eligible for appointment in higher cadre the controllers i.e. Assistant General Managers in charge of Regions or Assistant General Manager (Region) need to identify posts which would be manned by such category of staff.

Posting along with Mobility :-

3.28 CLERICAL STAFF

The objective should be to gainfully utilize the services of employees along with payment of special pay with a view to meeting Bank's business and work needs. Accordingly, identification of posts to be manned by special pay carrying employees need to be done with meticulous care and focus should be at branches where service is to be improved or additional staff support strictly on need basis is to be given. In this connection, Circles have reported shortage of staff at semi urban and rural branches. Accordingly, priority should be given to branches in semi-urban and rural areas in providing Senior Assistants and Special Assistants subject of course to need. Needless to add that overstaffing of branches/offices for any reason must at all cost be avoided.

3.29 SUBORDINATE STAFF

Identification of posts to be manned by subordinate special pay carrying employees need to be done with meticulous care. It is noticed that distribution of messengers is uneven at branches/offices. While their number is large at administrative offices/main branches, some branches are without messengers. Accordingly, the movement of messengers should be judiciously done by controllers keeping in view the needs and requirements of such category of staff at branches/offices. It will be necessary that subordinate staff, despite drawing special pay perform their substantive cadre duties at branches/offices where such services/help is required and vacancies exist i.e. they may be posted where vacancy of Messenger, Guard, Sweeper exists. Similarly, distribution of guards, sweepers should be done judiciously to avoid misdistribution of resources.

3.30 Issue of Transfer Order

(i) After checking the list and identifying the branches, the Competent Authority will issue appointment letters, in duplicate, to the employees eligible for In-cadre promotion advising, inter alia, their branch of posting.

(ii) The posting can be done at any branch under the control of A.O.. However, if the geographical area of a A.O. is very large, the matter should be referred to Corporate Centre for consideration.
(iii) The appointment letters may be delivered to the concerned employees and the acknowledgement obtained on the duplicate copy. The employee should be required to convey his willingness or unwillingness to accept this appointment within 3 days of receipt. In the event the employee does not convey his willingness to accept or refuse the appointment within 3 days, it shall be presumed that he is not interested in taking up the appointment and the Bank shall proceed accordingly. Consequent to this, the employee will be debarred from the in cadre higher appointment for a period of three years w.e.f. the date of his eligibility for the appointment as the case may be. However, after expiry of three years debarment period, he can be considered again for the appointment subject to his making a written request to this effect. In the event the employee is eligible in all respects, his name will be restored at place in service seniority list where his name would have otherwise figured had he not refused the appointment.

3.31 Special Pay

The special pay will be payable from the date of joining his duties at the new place of posting.

3.31.1 Halting allowance on account of transfer

(i) If a Workman staff is transferred/posted outside the centre under redeployment/transfer policy, which results in a change of residence from existing place of posting to the new place of posting, he/she will be paid halting allowance as per his/her entitlement for the days spent on journey and for the joining time. The joining period as hitherto, shall not exceed 6 days exclusive of the number of days actually spent on journey.

(ii) The Special Assistants who are transferred outside centre to take over charge of cash in non-currency chest branches will also be paid halting allowance for the days spent on taking over. The number of days in taking over as Cash In-charge will normally not exceed one/two days. However, in exceptional circumstances, taking over period may exceed one/two days with prior approval of the Regional Manager.

(iii) Whenever a Special Assistant is transferred and posted outside the centre and subsequently asked to take over the charge of cash, he will not be entitled for payment of halting allowance for the period spent on taking over as Cash In-charge.

3.32 General guidelines/ INSTRUCTIONS IN VOGUE

(i) The Bank would utilise the services of employees redesignated/appointed to these positions, if so required, to perform multiple jobs on the same day.
(iii) A 3 days training to be imparted to Senior Special Assistants on their in-cadre higher appointment in the post.

(iv) 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. The terms exigencies of services would have a wider scope to cover all eventualities where the services of employees holding positions carrying special allowance could be utilized for performance of the duties of their substantive cadre. In all such matters, the decision of the local (branch) management shall be final.

(v) Normally cash should be accepted/paid at the cash counter. But employees should accept/make payments 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. On special occasions it might 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; such late transactions should be duly authorised by a competent official. 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.

(vi) 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.

(vii) The bank may also require the employees to proceed on deputation to other branches at short notice to meet the needs of administration.

(viii) All employees appointed as Senior Assistants/Special Assistants in terms of this policy are liable to transfer at the discretion of the Bank to/from any branch/office within the Administrative Office (i.e. the geographical area of Zonal Office in India, branches in Commercial Network/CAG, MCG, SAMG and administrative offices located in the area). However, in respect of Circles, where the geographical spread or a virtual zone is too large, the deployment of Senior Assistants within the region/zone will be decided by Local Head Offices in consultation with recognized Circle Unions ensuring, in the process that the eligible employees are deployed equitably to meet the requirements of all branches particularly those located in the semi-urban centres. Special
Assistants will, however, be liable for transfer to any branch within the geographical area of Administrative Office..

(ix) The employees initially recruited as clerks/ clerk-typists, who had completed 17 years of service as on 01.04.1999, and working as Head Assistants were given one-time irrevocable option, to be exercised before a specified date, not to accept the provision of inter changeability of duties and consequent redesignation. They were, however, considered for appointment as ‘Special Assistants’ on completion of inter-changeability between clerical and cash departments and transferability anywhere in the zone.

(x) As a matter of rule, no acting/officiating opportunities would be given in place of I Senior Assistants (including the redesignated Senior Assistants) and Special Assistants. In the absence of ‘Senior Assistants’ their work will be reallocated among the other Senior Assistants/Special Assistants available at the branch. However, officiating will be permitted only in such exceptional cases where the Cash Officer (JMGS Grade)/Special Assistant-in-Charge 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 branch/ nearby branch to take over charge. Redeployment of the employees benefiting by this policy will be made in such a way as to ensure that officiating requirements in Senior Assistants/Special Assistant/Officers (JMG) level/subordinate cadre positions carrying special allowance liked Head Messengers/Senior Head Messengers/Head Armed Guards/Senior Head Armed Guards etc. are avoided. As a corollary, meeting administrative requirements of branches/offices shall be the sole criterion for the redeployment and consequent transfer of employees under this policy.

(xi) Under no circumstances the special assistant or other employee who is working, as cash in-charge/passing officer should be given officiating powers treating the positions categorised as Senior-Special Assistant. After posting of permanent Senior-Special Assistant as cash in-charge in such branches, if he proceeds on leave, the Special Assistant who works in his place may be given officiating allowance/other monetary benefits for the days he officiates on prorata basis.

(xii) In terms of Memorandum of Settlement date 16.06.2005, Special Assistants who are working as cash in-charge in the branches where permanent officers have been assigned user administration rights, will continue to work in their existing capability level-4 and perform existing duties. The position of cash in-charge will not be automatically categorized as senior-special assistant position and will not be given any officiating allowance.
(xiii) 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. All the Computer Operators who had completed 17 years of service are re-designated, as Senior Assistants and their services would be inter-changeable and transferable. They have to perform the duties of Senior Assistants wherever required, besides the duties of Computer Operators.

(xiv) Any eligible employee refusing to accept the appointment in the special allowance carrying post under in-cadre higher appointments, for whatever reason, will not be considered for such appointment for a period of 3 years from the date of eligibility of the relevant year and will be debarred from such appointment for 3 years from the date of such refusal. The existing debarment policy will be applicable for all appointments to allowance carrying positions within-the-cadre.

(xv) This policy supercedes all the existing Circle/Central Office level understandings/ settlements in respect of appointments to such special allowance carrying positions.

(xvi) The members of the Circle/Working/Executive/Central Committee of the recognized Circle union and council members of the Federation (eligible for special casual leave in terms of Annexure-I to the subsisting Settlement dated 31.3.1994) appointed to higher positions will be posted in the same centre during the term of their office.

(xvii) The employee appointed in special allowance carrying positions should be promptly relieved so that they can take up their new appointments before the commencement of the next academic year. No requests either from the employees or from the Branch Managers for retention at the branch/office should be entertained. The Assistant General Manager, Administration, should strictly monitor this. In case any employee refuses to move out on transfer for any reason after the order of appointment is issued the appointment should be withdrawn promptly and he should be advised of his debarment, in writing, in terms of the provisions of the settlement.

(xviii) Looking to the need, employees eligible for appointment as Senior Assistants and Special Assistants should be distributed equitably among all the regions/branches with due priority being given to regions having a large number of rural and semi-urban branches.

(xix) At administrative offices, the posting of Senior Assistants should be strictly need based. However, Special Assistants should not be posted in administrative offices under any circumstances.

(xx) Appointments to higher positions within-the-cadre carrying special allowance in terms of the settlement will not automatically result in
creation of vacancies of substantive positions in the clerical/subordinate cadre. Also, deployment of such employees at branches/offices within the Administrative office/region will be on the basis of need as assessed by the Bank as the practice of sanction of these positions has been done away with.

(xii) Suitable entries/notings should be made in the service sheets of the employees appointed to the higher positions carrying special allowance, details of debarment etc. in terms of this policy. Also, complete computer data base on service profile or clerical/subordinate cadre employees alongwith other relevant details should be built up at administrative offices and updated periodically to facilitate further deployment on an on-going basis.

(xxii) Ex-servicemen employees are entitled to avail the benefit of weightage for the service rendered by them in the armed forces either for appointment to higher positions within-the-cadre carrying special allowance or for out-of-cadre higher appointments by exercising an option in terms of our circular No.PER/KCL/90 dated 11.11.1991. They may be permitted to exercise the option, if so desired by them, strictly in terms of the extant instructions and the permissible relaxation in service (one year for every 5 years of service in the defence services subject to a maximum of 2 years) may be given to them only once, either in respect of higher appointments within-the-cadre or out-of-cadre higher appointments under this Settlement.

(xxiii) The Bank may at its discretion prescribe and fix business hours at all branches/offices depending upon its business needs and requirements of 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 loans and advances.

(xxiv) 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.

(xxv) If any doubt/difficulty arises regarding interpretation of any of the provisions of the settlement, the matter will be clarified by the Corporate Centre.
### 3.33 Monetary Benefits Extended to Various Category of Award Staff

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Category of Employees</th>
<th>Reimbursement of Petrol Quantity p.m.</th>
<th>Reimbursement of Entertainment expenses p.m. (amount in Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Those maintaining 2 wheeler / 4 wheelers</td>
<td>Not maintaining vehicles (amount in Rs)</td>
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<tr>
<td>1</td>
<td>Senior-Special Assistant (working as cash-in-charge)</td>
<td>35</td>
<td>650/-</td>
</tr>
<tr>
<td>2</td>
<td>Senior-Special Assistant (others)</td>
<td>35</td>
<td>650/-</td>
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<td>3</td>
<td>Special Assistant/ equivalent special category of clerical staff</td>
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<td>600/-</td>
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</tr>
<tr>
<td>8</td>
<td>Messenger</td>
<td>8</td>
<td>250/-</td>
</tr>
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### 3.34 Provision of Brief Case:
Senior Special Assistants, Special assistants who are working as cash-in-charge, Special assistants working as in-charge of safe deposit lockers, Special assistants working as ATM in-charge and members of outbound sales force etc. who have to carry keys or other papers of the bank outside the bank may be reimbursed with the cost of vried case once in three years upto Rs. 1000/-

### 3.35 Provision of News Papers

**Eligibility:**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Category of Staff</th>
<th>Rs. p.m</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Special Assistants working as cash-In-Charge/ATM/Locker In-Charge/members of outbound sales force and Senior Special Assistants holding charge of cash</td>
<td>325/-</td>
</tr>
<tr>
<td>2</td>
<td>Other Senior Special Assistant, Special Assistant/Senior Assistant/ Assistants including other category of staff in clerical cadre</td>
<td>260/-</td>
</tr>
<tr>
<td>3</td>
<td>Subordinate staff</td>
<td>180/-</td>
</tr>
</tbody>
</table>
• The reimbursement of petrol expenses will be made to those who are maintaining the vehicle at the work place. In absence of vehicle, lump sum payment will be made on certificate basis.

• The option for claiming reimbursement will be available after purchase of vehicle.

• Higher entertainment i.e. Rs.825/- p.m. will be paid to the senior special assistants working as cash in-charge and once a senior-special assistant is not holding the charge of cash, reimbursement of entertainment will be limited to Rs.400/- p.m.

• Special Allowance of Rs.3500/- payable to Senior-Special Assistants will not be reckoned for superannuation benefits, DA, HRA, CCA and also fitment on promotion to JMGS-I cadre as the allowance is being paid in lieu of increase in working hours.

• Existing reimbursement being made towards conveyance expenses and entertainment expenses to the workmen staff will be withdrawn.
CHAPTER-4

STAFF AWARD: OUT OF CADRE PROMOTION POLICY

4.1 CLERICAL TO OFFICERS CADRE

4.2 SUBORDINATE TO CLERICAL CADRE

The Bank entered into various settlements on the issue of Promotion Policy of Award staff with the AISBISF. The recent settlement is dated 16.04.2008. The Settlement has taken care of the expectations, hopes and aspirations of employees as also of the current concerns of the Bank in relation to employee-productivity, customer service, business development, profitability and induction of state-of-the-art technology. It also contains many other positive features, which will have a bearing on the Bank’s functioning and facilitate improved customer service.

The new promotion policy was introduced from the year 2008-09. The provisions of the Settlement dated 16.04.2008 and the other instructions, which are operative and in force, are enumerated as below -

4.3 PROMOTION POLICY FROM CLERICAL TO OFFICERS CADRE

4.3.1 POLICY FOR PROMOTION FROM CLERICAL TO TRAINEE OFFICER

4.3.1.1 Eligibility:

All clerical cadre employees (excluding Record Keepers, Record Keepers-cum-Assistant (Cash), Godown Keepers, Bill Collectors and Assistant (Cash) promoted from Subordinate cadre) fulfilling following eligibility criteria will be eligible to appear for the test for promotion as Trainee Officer.

Clerical staff belonging to specialist cadre are eligible to appear for the written test for promotion as Trainee Officer. (PER/IR/42909 dated 5th November 1982 & CDO:IR:SPL:461 dated 5.1.2004)

4.3.1.2 Minimum service & Professional Qualification:

(As on 1st April of the promotion year):

<table>
<thead>
<tr>
<th>For Promotion Year</th>
<th>Minimum Service &amp; Professional Qualification</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012-13</td>
<td>3 years service</td>
</tr>
<tr>
<td>2013-14</td>
<td>4 years with JAIIB or 2 years with CAIIB</td>
</tr>
<tr>
<td>2014-15 onwards</td>
<td>4 years with JAIIB or 3 years with CAIIB</td>
</tr>
</tbody>
</table>

(CDO/P&HRD/IR78/2011-12 dated 22.10.2011)

4.3.1.3 Minimum Qualification: - Graduation from a recognised university as on 1st April of the promotion year.
4.3.1.4 Upper age limit: General candidates: not exceeding 40 years, SC/ST candidates: 45 years as on 1st April of the promotion year.

Ex-servicemen employees are not eligible for relaxation in age to become eligible for Trainee Officer examination. (CDO/P&HRD-IR40/2010-11 dated 29.09.2010)

4.3.1.5 Number of chances: There will be 5 chances. A candidate may appear for the test 5 times or till he reaches the prescribed age limit, whichever is earlier.

In case of e-SBIN/e-SBS employees, the number of chances availed by them in State Bank of Indore/State bank of Saurashtra should also be taken into consideration for counting total number of chances. (CDO/P&HRD-IR/44/2010-11 dated 09.10.2010)

4.3.2 Allocation of marks:

(a) Written test 60 marks
(b) Performance appraisal 10 marks
(c) Additional Qualification viz.

CAIIB (Part-I/II), MBA,
Diploma in Banking, Finance, HR,
Business Management, Marketing, Treasury,
Intermediate CA/ICWA. 10 marks
(d) Personal Interview 20 marks

TOTAL 100 marks

The weightage for the written examination is 60. However, the question paper will carry 100 marks, which will be normalised to 60 for preparing the merit list. The number of questions and marks for each question topic would be as as contained in Annexure-B. (CDO/P&HRD-IR/111/2011-12 dated 19.03.2012)

4.3.2.1 Qualifying marks:

(a) Written Test: Minimum 65% for General candidates and 60% for SC/ST candidates.

(b) Personal Interview: Minimum 40% for General candidates and 35% for SC/ST candidates (minimum 8 marks out of 20 for General candidates and 7 marks out of 20 for SC/ST candidates).

4.3.3 Vacancies: As sanctioned by Corporate Centre.

4.3.4 Zone of Selection: Based on the performance in the written test, candidates will be called for interview in the ratio of two candidates for every vacancy in the descending order of merit. This will form the zone of selection.

4.3.5 Probation period after promotion: Two years
4.3.6 Trainee Officer- Post selection evaluation test :-

a) With effect from 1st August 2000 all Trainee Officers would be subjected to an evaluation test The Trainee Officers who pass the test would 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 re-test while on probation.

c) The Bank may revert a Trainee Officer to the grade or cadre from which he was promoted, in case he/she does not attain the prescribed standards in the re-test. The Bank may, alternatively, consider extension of the period of his/her 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.”

d) An officer shall be confirmed in the service of the Bank, if in the opinion of the competent authority, the officer has satisfactorily completed the training in any institution to which the officer may have been deputed for training, and the in-service training in the Bank. Provided, the Bank may at its discretion, subject to the merits and suitability of a Trainee Officer for future Leadership role, being determined through a screening process to be prescribed by the Central Human Resources committee may confirm and give placement (fitment) for such officers in MMGS - II. Salient features of the scheme are given hereunder:

i) The scheme would be applicable to Trainee Officers whose confirmation is effective after the date of approval of the scheme i.e. December 04, 2003. Thus, Trainee Officers who are confirmed after December 04, 2003 would be covered under the scheme. However, TOs whose effective date of confirmation is prior to December 04, 2003 will not be covered under the scheme.

ii) Only the meritorious of the Trainee Officers identified through a screening process would be confirmed in MMGS- II and not all officers as a matter of routine. The screening process will consist of written test and/or Group Discussion and interview and will replace the second stage of evaluation test of the Trainee Officers on training.

4.4 Screening for confirmation in MMGS -II

It has been decided that the following pattern will be followed for the screening process:

(a) A written examination will be conducted to test the functional knowledge of the officers eligible for confirmation. An officer would have to score
Chapter - 4

Out-of-Cadre Promotion

75% overall in this test which would be of 3 1/2 hours duration and carry maximum marks of 200.

(b) The eligible officers who score the minimum qualifying mark of 75% in the written test would be subjected to a Group Discussion/Interview in which they will have to score a minimum of 75% marks. The Group Discussion/Interview will be of 40 marks. Eligible officers who score the minimum marks laid down in each of the three exercises mentioned above will be confirmed in MMGS-II.

(c) Officers who do not secure the minimum qualifying marks as laid down will be considered for confirmation in JMGS-I. For confirmation in JMGS-I, an officer will have to score a minimum mark of 50% in the written test on functional knowledge. Their performance in the other two processes, viz. simulative exercises and group discussion/interview will not be considered for the purpose of confirmation in JMGS-I.

(d) The screening process will replace the 2nd evaluation test for a batch due after 85 weeks of training.

(e) If, in the opinion of the competent authority, an officer has not satisfactorily completed either or both the trainings referred to in sub-rule (1) or if the officer has not passed the test referred to therein or an officer’s service is not satisfactory, the officer’s probation may be extended by a further period not exceeding one year.

(f) Where during the period of probation, including the period of extension, if any, the competent authority is of the opinion that the officer is not fit for confirmation.

(g) In the case of a direct appointee, his services may be terminated by one month’s notice or payment of one month’s emoluments in lieu thereof, and

(h) in the case of a promotee from the Bank’s service, he may be reverted to the grade or cadre from which he was promoted.

4.5 (A-II) POLICY FOR PROMOTION FROM CLERICAL TO JMGS-I - MERIT CHANNEL

4.5.1 Eligibility: - All clerical cadre employees (excluding Record Keepers, Record Keepers-cum-Assistant (Cash) s, Godown Keepers, Bill Collectors and Assistant (Cash)s promoted from Subordinate cadre) fulfilling following eligibility criteria will be eligible to appear for the test for promotion to JMGS I under the merit channel.

4.5.2 Minimum service: - 6 years (for both General as well as SC/ST employees) as on 1st April of the promotion year.

4.5.3 Minimum Qualification: - Matriculation (10th standard pass from a recognised Board) as on 1st April of the promotion year.
xvii) Persons with disabilities (PWDs) are also eligible for promotion to TO/JMGS-I if otherwise they fulfil the eligibility criteria applicable for general candidates prescribed for such post/posts.

xviii) In regard to candidates who qualify in both the channels, their names will be included in merit channel list. Further, the candidates who are not found finally successful under merit channel, their candidature will be considered under normal channel if they are otherwise eligible under normal channel and a common merit list will be drawn from unsuccessful candidates from the merit channel and successful candidates from normal channel to declare final result.

xix) After final declaration of result the request for reversion will not be considered, except he/she declared medically unfit.

xx) The Executive Committee of the Central Board, in its meeting held on 28.12.2007 and 12.03.2008 has decided the system of holding screening test for Trainee Officers, for considering their placement in the grade of MMGS-II, shall be extended to batches of JMGS-I also, through a similar process. It is applicable to the batches of JMGS-I completing 2 years of service in the grade of JMGS-I. The scheme is extended to 2004-05 batch of JMGS-I officers and onwards.

xxi) Employees on promotion to Officers’ cadre will be liable for transfer anywhere in the Circle and no request will be entertained in this regard. (CDO/P&HRD-IR/13/2009-10 dated 27.05.2009)

xxi) If any doubt/difficulty arises regarding implementation of promotion policy, the matter will be clarified by the Corporate Executive.

4.8 PROMOTIONS LINKED POSTING TO DEFICIT CIRCLES :- At the discretion of the Bank, an option letter will be obtained from all the candidates appearing for the interview seeking their willingness for being considered for posting in deficit Circles in case they do not find a place in the select list of promotion for the parent Circle subject to they being otherwise considered suitable for promotion. Bank reserves its right to allocate them to any of the deficit Circles. It is expected that the candidates posted out side the Circles acquire the working knowledge of the regional language within a period of six months.

4.9 POLICY FOR PROMOTION FROM SUBORDINATE TO CLERICAL CADRE

4.10 (B-I) MERIT CHANNEL - ASSISTANTS (ACCTS.)

In the changing scenario with the implementation of BPR initiatives in the Bank like redesigning of the branches and creation of CACs, a large number of currency chest branches have been converted into hand balance branches and implementation of CBS at all the branches, the Bank requires more clerical staff within the branch/ outside branch and also at various CPCs/sales teams.
4.5.4 Upper age limit: - General candidates: not exceeding 45 years, SC/ST candidates: 50 years as on 1st April of the promotion year.

4.5.5 Number of chances: - There will be 6 chances. A candidate may appear for the test 6 times or till he reaches the prescribed age limit, whichever is earlier.

4.5.6 Allocation of marks: -
   (a) Written test 60 marks
   (b) Performance appraisal 10 marks
   (c) Additional Qualification viz.
       CAIIB (Part-I/II), MBA,
       Diploma in Banking, Finance, HR,
       Business Management, Marketing, Treasury,
       Intermediate CA/ICWA. 10 marks
   (d) Personal Interview 20 marks

TOTAL 100 marks

The duration of examination will be 3 hours. The pattern of examination for both merit and normal-cum-seniority channel will be as contained in Annexure-B. (CDO/P&HRD-IR/111/2011-12 dated 19.03.2012)

The weightage for the written examination is 60, however, the question paper will carry 100 marks, which will be normalised to 60 for preparing the merit list.

4.5.7 Qualifying marks: - There will be minimum qualifying marks as under :-

4.5.7.1 Written Test: Minimum 55% for General candidates and 50% for SC/ST candidates.

4.5.7.2 Personal Interview: Minimum 40% for General candidates and 35% for SC/ST candidates (minimum 8 marks out of 20 for General candidates and 7 marks out of 20 for SC/ST candidates).

4.5.8 Vacancies: - 30% of total JMGS-I vacancies excluding Trainee Officers vacancies sanctioned by Corporate Centre for the promotion year will be filled-up through this channel. Unfilled vacancies if any, will be filled up from Normal-cum-Seniority channel in the same promotion year.

4.5.9 Zone of Selection: - Based on the performance in the written test, candidates will be called for interview in the ratio of 2 candidates for every vacancy in the descending order of merit. This will form the zone of selection.

As the two channels are being merged, the number of chances under different channels will be counted afresh. It means that the number of chances availed by the candidate before 16.04.2008 will not be counted.

4.5.10 Probation period after promotion: - one year
4.6 (A-III) POLICY FOR PROMOTION FROM CLERICAL TO JMGS–I – NORMAL-CUM-SENIORITY CHANNEL

4.6.1 Eligibility :- All clerical cadre employees (excluding Record Keepers, Record Keepers-cum-Assistant (Cash)s, Godown Keepers, Bill Collectors and Assistant (Cash)s promoted from Subordinate cadre) fulfilling following eligibility criteria will be eligible to appear for the test for promotion to JMGS I under the normal-cum-seniority channel.

4.6.2 Minimum service :- 12 years (for both General as well as SC/ST employees) as on 1st April of the promotion year.

4.6.3 Minimum Qualification :- Matriculation (10th standard pass from a recognised Board) as on 1st April of the promotion year.

4.6.4 Upper age limit :- General candidates and SC/ST candidates : should not be more than 55 years (CDO/P&HRD-IR/13/2009-10 dated 27.05.2009) and 57 years respectively as on 1st April of the promotion year.

4.6.5 Number of chances :- A candidate may appear for the test till he/she reaches the upper age limit.

4.6.6 Allocation of marks :-

(a) Written test 55 marks
(b) Performance appraisal 10 marks
(c) Seniority 15 marks*
(d) Interview 20 marks

TOTAL 100 marks

* One mark for each completed year of service after completion of 12 years, maximum 15 marks.

The duration of examination will be 3 hours. The pattern of examination for both merit and normal-cum-seniority channel will be as under :-

<table>
<thead>
<tr>
<th>Particulars</th>
<th>No. of questions</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A- objective type questions on Banking and Finance, organizational structure, policy guidelines of the bank etc</td>
<td>100</td>
<td>50</td>
</tr>
<tr>
<td>Part-B objective type questions - Rationale on system and procedures and rules &amp; regulations etc.</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>Part-Objective type questions - Short Notes on developments in the field of banking, new products/initiatives etc.</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>Part-D objective type questions - Practical problems in General banking</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>Total Duration (3 hours)</td>
<td>170</td>
<td>100</td>
</tr>
</tbody>
</table>

The weightage for the written examination is 55, however, the question paper will carry 100 marks, which will be normalised to 55 for preparing the merit
4.6.7 Qualifying marks :-

4.6.7.1 Written Test :- Minimum 45% for General candidates and 40% for SC/ST candidates.

4.6.7.2 Personal Interview :- Minimum 40% for General candidates and 35% for SC/ST candidates (minimum 8 marks out of 20 for General candidates and 7 marks out of 20 for SC/ST candidates).

4.6.8 Vacancies :- 70% of total JMGS-I vacancies excluding Trainee Officers vacancies sanctioned by Corporate Centre for the promotion year will be filled-up through this channel.

4.6.9 Zone of Selection :- Based on the performance in the written test, candidates will be called for interview in the ratio of two candidates for every vacancy in the descending order of merit. This will form the zone of selection.

As the two channels are being merged, the number of chances under different channels will be counted afresh. It means that the number of chances availed by the candidate before 16.04.2008 will not be counted.

4.6.10 Probation period after promotion :- One year

4.7 (A-IV) OPERATING AND GENERAL GUIDELINES (APPLICABLE TO PROMOTION UNDER ALL CHANNELS - CLERICAL TO OFFICERS CADRE)

i) The vacancies for promotion under the policy will be determined with the approval of Corporate Centre

ii) 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.

iii) Eligibility criteria viz. age, minimum service, minimum qualification, additional qualification for the promotion under all the channels will be as on 1st April of promotion year

iv) For promotion under T.O. and JMGS-I Merit channel, merit list will be prepared on the basis of aggregate marks obtained in written test, performance appraisal, additional qualifications and personal interview and candidates equal to the number of vacancies from the top will be selected.

For promotion under JMGS-I Normal-cum-Seniority channel, merit list will be prepared on the basis of aggregate marks obtained in written test, performance appraisal, additional qualifications, seniority and personal interview and candidates equal to the number of vacancies from the top will be selected

v) Date of declaration of result will be reckoned as the date of promotion under all the channels.
vi) In order to enable the employees to improve their performance, marks secured by candidates in the written test will be advised.

vii) Employees declared successful in the interview will be eligible for promotion subject to their medical fitness.

viii) The promotions will be effective from a common date from the date of declaration of the final result.

ix) The Senior most General Manager of the Circle will be Promoting Authority for the promotion to JMGS-I.

x) In case more than one candidate secures equal/same marks in the final merit list against the last vacancy, all such candidates will be promoted. Promotions thus made in excess of available sanctioned positions, will be adjusted against future vacancies.

xi) The existing debarment policy (‘E’) 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.

xii) The concessions/relaxations available to SC/ST employees etc. for out-of-cadre promotions in terms of Government/IBA guidelines, as applicable from time-to-time will be adhered to. However, if any doubt regarding any concession/relaxation on interpretation arise/to be made, the matter will be referred to Government of India/IBA and their advice will be final and binding on both the parties.

xiii) The relaxation of educational qualification granted to ex-servicemen for recruitment in the Bank, shall also apply for the purpose of promotion to higher cadre. 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.

xiv) If a candidate does not appear for the written test and/or interview, it will not be counted as having exhausted a chance. He can appear upto the prescribed number of chances within the respective age limit as per his choice.

xv) If the sufficient number of candidates is not found successful under the merit channel, the unfilled vacancies may be filled from Normal-cum-Seniority channel in the same promotion year.

xvi) All employees on promotion will be subjected to change in the present place of posting. They will be transferred/placed as per the transfer policy of the Circle where he is posted. However, Physically handicapped/women candidates who are more than 50 years of age if promoted, will not be transferred outside the network.
In view of this, the new promotion policy was introduced from the year 2008-09 to make the policy more flexible so that more number of subordinate staff that is matriculate can be promoted as clerk.

The provisions of Settlement dated 16.04.2008 and other instructions, which are operative and in force, enumerated as below :-

4.10.1 Eligibility :- Permanent full-time employees with 5 years’ service as on 1st April of the promotion year. However, service put in, as a permanent part-time employee prior to full-time appointment will be reckoned proportionately by notionally converting part-time service into full-time service, in case such a full-time employee has less than 5 years’ service as on 1st April of promotion year. (Temporary service will not be reckoned)

4.10.2 Minimum Qualification :- Matriculation or equivalent examination on 1st April of the promotion year.

4.10.3 Upper age limit :- 55 years as on 1st April of promotion year.

4.10.4 Number of chances :- Till he/she completes 55 years of age.

4.10.5 Allocation of marks :-

<table>
<thead>
<tr>
<th></th>
<th>Weightage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Written test</strong></td>
<td></td>
</tr>
<tr>
<td>General Banking</td>
<td>30</td>
</tr>
<tr>
<td>English language</td>
<td>10</td>
</tr>
<tr>
<td>General Awareness</td>
<td>10</td>
</tr>
<tr>
<td>(100 Ques. 90 mins. ½ mark each)</td>
<td>50</td>
</tr>
<tr>
<td><strong>Written test on computer aptitude</strong></td>
<td>25</td>
</tr>
<tr>
<td>(50 Ques. 45 mins. ½ mark each)</td>
<td></td>
</tr>
<tr>
<td><strong>Additional Qualification (graduation)</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Performance Appraisal</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>Personal Interview</strong></td>
<td>10</td>
</tr>
</tbody>
</table>

**Total Marks** 100

4.10.6 Qualifying marks :-

4.10.6.1 Written Test :- Minimum 40% in written examination and also 40% minimum marks in computer aptitude test.

4.10.6.2 Personal Interview :- Minimum 40% (i.e. 4 marks out of 10 marks for General and 4.10.6.2 Person SC/ST).

4.10.7 Zone of Selection :- Based on the performance in the written test on both Banking, English, General awareness and computer aptitude, candidates will be called for interview in the ratio of 3 candidates for every 2 vacancies, in the descending order of merit. This will form the zone of selection.

4.10.8 Probation period after promotion :- Six months
4.11 (B-II) POLICY FOR PROMOTION FROM SUBORDINATE TO CLERICAL CADRE

4.11.1 NORMAL CHANNEL-ASSISTANT (CASH)

4.11.1.1 Eligibility :- Permanent full-time employees with 8 years' service as on 1st April of the promotion year. However, service put in as a permanent part-time employee prior to full-time appointment will be reckoned proportionately by notionally converting part-time service into full-time service, in case such a full-time employee has less than 8 years' service as on 1st April of promotion year. (Temporary service will not be reckoned).

4.11.1.2 Minimum Qualification :- VIIIth standard passed as on 1st April of the promotion year.

4.11.1.3 Upper age limit :- 55 years as on 1st April of the promotion year.

4.11.1.4 Number of chances :- Till he/she completes 55 years of age.

4.11.1.5 Allocation of marks :-

(a) Written test
- General Banking 30
- English language 10
- General Awareness 10

(100 Ques. 90 mins. ½ mark each)

(b) Written test on computer aptitude - 20
(40 Ques. 45 mins. ½ mark each)

(c) Performance Appraisal - 10

(d) Personal Interview - 20

Total Marks 100

4.11.1.6 Qualifying marks :-

Written Test :- Minimum 40% in written examination and minimum 30% in computer aptitude test.

Personal Interview :- Minimum 40% (i.e. 8 marks out of 20 marks for General and SC/ST candidates).

4.11.1.7 Zone of Selection:- Based on the performance in the written test on both Banking, English, General awareness and computer aptitude, candidates will be called for interview in the ratio of three candidates for every two vacancies, in the descending order of merit. This will form the zone of selection.

4.11.1.8 Probation period after promotion :- Six months
4.12 (B-III) OPERATING AND GENERAL GUIDELINES (Applicable for both Merit and Normal Channels-Subordinate staff)

i) The vacancies for promotion under the policy will be determined with the approval of Corporate Centre.

ii) 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.

iii) Eligibility criteria viz. age, minimum service, minimum qualification, additional qualification for the promotion under both the channels will be as on 1st April of promotion year.

iv) For merit channel of promotion, merit list will be prepared on the basis of aggregate marks obtained in written test, computer aptitude test, performance appraisal, additional qualifications and personal interview and candidates equal to the number of vacancies from the top will be selected.

v) For Normal channel of promotion, merit list will be prepared on the basis of aggregate marks obtained in written test, computer aptitude test, performance appraisal, and personal interview and candidates equal to the number of vacancies from the top will be selected.

vi) There will be different question papers for the two channels of promotions.

vii) The written test will comprise questions on General Banking, English Language, and General Awareness and also on Computer Aptitude and it will be held on a common date to be advised by Corporate Centre.

viii) No training will be imparted to candidates on computer awareness to appear in the written examination, which includes computer aptitude test. Instead a booklet containing the model questions on computer awareness will be handed over to all the eligible subordinate staff against their acknowledgements. However, SC/ST employees will be imparted pre-promotional training.

ix) The marks secured by the employees in the written examination and computer test will be advised to them in writing.

x) Employees declared successful in the interview will be eligible for promotion subject to their medical fitness.

xi) Dy. General Manager and Circle Development Officer will be the promoting authority for subordinate staff employees promoted under the policy.

xii) The promotions will be effective from a common date from the date of declaration of the final result.
xiii) All the promoted employees are required to work on computers at branches, various CPCs, marketing teams for recovery etc.

xiv) All employees on promotion will be subjected to change of posting.

a) 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.1,800/- p.m.)."

b) The subordinate staff promoted as Assistant (Cash) under Normal-cum Seniority channel preferably is posted at rural/semi urban/urban Branches in the module concerned as Assistant (Cash). 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.

c) They should be utilised preferably at rural/semi-urban centres anywhere within the Circle to meet the deficit or at CACs and sales forces formed under BPR provided they have marketing skills.

xv) The services of Assistant (Cash) may also be utilised for delivery/receipt of cash/documents, including recovery of loans etc. at/from the residence/office/establishment of any customer as and when desired by the customer and the Bank.

xvi) The subordinate staff promoted to clerical cadre will key in all the vouchers in the system and put through all transactions, feed/analyse/compile, type the data etc. in the computer without any special compensation/allowance.

xvii) All newly promoted Assistant (Cash) if they pass SSC/Matriculation will be converted as Assistant (Accts) after 2 years of satisfactory service as Assistant (Cash). This exercise will be done on 1st August every year.

xviii) The subordinate staff who is matriculate will be eligible under merit channel only and will be designated as Asstt. (Accts.) on promotion. The candidates who have passed 8th standard but is non-matriculate will be eligible under normal channel only and will be designated as Asstt. (Cash) on promotion. As such a candidate will be eligible only under one channel depending on his/her qualification.

xix) Direct recruitment in clerical cadre is more than 75%, no reservation for SC/ST employees will be available under the policy.

xx) The existing debarment policy as contained in ‘para E’ 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.

xxi) The date for eligibility of additional qualification of Graduation/CAIIB is to be reckoned as date of interview for additional qualification. It is pertinent to add that there may be some cases where employees have completed graduation before their appointment in the Bank and suppressed this information at the time of appointment. Therefore, the employees who have suppressed this information will not be given the benefit of additional marks and only those who have completed their graduation after appointment in the Bank will be given additional marks.

xxii) 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.

xxiii) After final declaration of result the request for reversion will not be considered, except he/she declared medically unfit.

xxiv) If any doubt/difficulty arises regarding implementation of promotion policy, the matter will be clarified by the Corporate.

4.13 (C) RECORD KEEPER, GODOWN KEEPER AND BILL COLLECTOR

4.13.1 (C-I) The traditional work and positions of Record Keeper and Bill Collector are no longer required. Therefore, no promotion exercise will be conducted for these positions.

4.13.2 (C-II) CONVERSION OF RECORD KEEPERS WHO ARE MATRICULATES

All the existing Record Keepers, Record Keepers-cum-Assistant (Cash) s, Godown Keepers, Bill Collectors and Assistant (Cash)s promoted from Subordinate cadre who have completed two years of service and are matriculate (S.S.C.) as on 1st August, will be converted as Assistant (Accts.) by the controlling authority subject to their satisfactory work. If an employee is not willing to be converted as Assistant (Accts.), he has to furnish a written request to the Branch Manager/Head of Department within 7 days after receipt of conversion letter. The controller’s decision in this regard will be final. The converted employees will have to perform the duties of Assistant (Accts.) or Assistant (Cash) or both Assistant (Accts) and Assistant (Cash) as per requirement of the Bank.

4.14 (D) MAINTENANCE STAFF

(Promotion from Subordinate cadre to clerical cadre)

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 License (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.

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.

4.15 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.

4.16 Procedure to be followed when disciplinary proceedings are in progress:

a) 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.

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.

b) An employee shall not be eligible for any promotion during the period of his suspension irrespective of the period involved.
ii) 4.17 In cases, where the punishment has been awarded, the policy will be as under:-

a) 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.

b) 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.

c) 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.

d) 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:

x) 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.

y) 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-à-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.

z) 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.

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 cognizance 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.

4.18 Clarifications:

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 along with 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-à-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.

4.19 PROVISIONS FOR EX-SERVICEMEN EMPLOYEES

i. The relaxation of educational qualification granted to ex-servicemen for recruitment in the Bank, shall also apply for the purpose of promotion to higher cadre. 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.

ii. As per the Government of India Directives and as per the memorandum of Settlement dated 07.09.1991, signed by All India State bank of India Staff Federation ex-servicemen employees shall be allowed to pt for availing of the benefit of weightage for service in army either for appointment against the special allowance carrying posts within the clerical/sub-ordinate cadres or for promotion from sub-ordinate to clerical cadre and from clerical to officers’ cadre. However, once an employee avails of this concession for appointment against the special allowance carrying post, he will not be eligible therefor while being considered for promotion from one cadre to another.

An ex-serviceman employee shall exercise the option at the time of first available opportunity for in-cadre higher appointment or out-of-cadre promotion. Option once exercised shall be final and no change therein will subsequently be allowed whether or not the employee is successful in that exercise. The said concession, however, shall not be allowed for the purpose of officiating opportunities within or outside the cadre.
iii. As per the instructions contained in the Compendium of Government Guidelines in the matter of Re-employment, pay-fixation etc. of Ex-Servicemen in Public Sector Banks, an ex-servicemen whose qualification is treated as equivalent to that of a graduate is not to be treated as a graduate to earn the benefit of increments in terms Awards/settlements. Thus, applying the same logic, ex-servicemen candidates possessing Graduation certificate issued by Indian Army are not entitled for additional qualification marks for graduation. (CDO:IR:2955 dated 15.02.2012)

4.20 (G) PROCEDURE FOR IMPLEMENTATION OF RESERVATIONS FOR SC/ST CANDIDATES IN PROMOTIONS TO JMGS-I

The reservation/relaxation/concessions available to SC/ST employee 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:

4.21 Zone of Selection - Trainee Officer, JMGS-I (Merit and Normal-cum-Seniority channel)

Three lists will be drawn for finalising the Zone of Selection

a) One list for unreserved vacancies - for candidates qualifying as per normal Standards, i.e. without any relaxation provided to SC/ST candidates.

b) and -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.
4.22 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 is more than one candidate at the cut off point all such candidates would be included in the Zone of Selection.

4.23 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 is more than one candidate at the cut off point all such candidates would be included in the Zone of Selection for reserved vacancies.

4.24 Final Selection (after interview):

Trainee Officer, JMGS-I (Merit and Normal-cum-Seniority channel)

4.24.1 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.

4.24.2 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.

4.25 OPTION TO OPT OUT

In case of promotion from sub-ordinate to clerical cadre and clerical cadre to JMGS-I employees who fulfill the eligibility criteria for such promotion but do not find themselves well equipped to participate in the promotion exercise, may opt out of the promotion process for the concerned promotion year, at their volition by submitting in writing on the lines of the format given in Annexure-C. (CDO/P&HRD-IR/114/2011-12 dated 28.03.2012)

4.26 MARKS FOR ADDITIONAL QUALIFICATION: RECOGNISED INSTITUTES:

For the above purpose, degree/diplomas from the following type of institutions may be accepted:

i. Degrees/Diplomas awarded by universities incorporated by an act of the Central or State legislation in India and other educational institutes established by an Act of Parliament or declared to be deemed as Universities under section 3 of the UGC Act, 1956.

ii. Degrees/Diplomas awarded by institutes recognized by AICTE.

iii. Diplomas awarded by the Indian Institute of banking Finance.

(CDO:IR:658 dated 18.08.2011)

4.27 USE OF SCRIBE BY VISUALLY CHALLENGED CANDIDATES

Services of scribe may be permitted to such candidates in the written examination for such promotion subject to the following conditions :-

(a) The candidate will have to bear the cost of the scribe.

(b) The academic qualification of the scribe should be one grade lower than the stipulated eligibility criteria for the candidate, if from the same stream.

(c) The scribe can be from any other academic discipline but should possess 60% or less marks in the stream.

(d) The scribe should not be employed with our Bank or any other Bank and/or had not been employed with our Bank or any other Bank. This is to ensure that scribe himself does not possess efficiency in Banking knowledge.

(e) Both the candidate as well as the scribe will have to give a suitable undertaking and confirm that scribe fulfils all the stipulated eligibility criteria. In case it later transpires that the scribe does not fulfil any of the laid down criteria or has suppressed material facts, the candidature of the employee will stand cancelled, irrespective of the result of the written test.
(f) Candidates who use a scribe shall be eligible for extra time of 20 minutes for every hour of the examination.

4.28 FORMS TO BE SIGNED AT THE TIME OF APPOINTMENT/PROMOTION:

Every employee found suitable for appointment as Trainee Officer / JMGS I will be required to fill up under noted forms:

1. Declaration of Fidelity and Secrecy (Annexure-)
2. Letter of Undertaking (Annexure-)
3. Declaration to be bound by the State Bank of India Officers Service Rules (Annexure-)
ANNEXURE

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

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

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-A**

### A. Trainee Officers Examination

Revised Test Pattern

<table>
<thead>
<tr>
<th>Particulars</th>
<th>No. of Questions</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SECTION: I (Qualifying marks 65% For General &amp; 60% For SC/STs) Duration 120 Minutes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Awareness about Banking Environment, KYC, Legal Issues</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>General Banking, handling of customer grievances and Preventive Vigilance (The test will contain passages relating to practical day-to-day situations in branches/offices, about 10-15 lines with 5 objective questions on each passage to identify the best option)</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Knowledge about products &amp; services of our Bank including retail finance, our associates &amp; subsidiaries and of other banks.(focus on USPs of our products &amp; services) and Financial Inclusion.</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Knowledge of CBS and other IT products in use in the Bank and IT related security concerns.</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>Alternate Channel products</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td>Latest Financial results, performance indicators of the Bank and Productivity &amp; profitability related concerns of the Bank, Organisational Structure and History.</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td><strong>SECTION: II (Qualifying marks 50% For General &amp; 45% For SC/STs): Duration 30 Minutes</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Writing Essay on banking related topics (250 words)( For evaluating comprehension skill and communication skill).</td>
<td>1 out of 3</td>
<td>20</td>
</tr>
</tbody>
</table>

**TOTAL (Overall qualifying marks 65% For General & 60% For SC/STs): Duration 150 Minutes**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td></td>
<td>121</td>
<td>100</td>
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</table>

### B. Merit Channel & Normal Cum Seniority Channel

Revised Test Pattern

<table>
<thead>
<tr>
<th>Particulars</th>
<th>No. of Questions</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Banking, KYC, Legal Issues, System &amp; Procedures in our Bank</td>
<td>50</td>
<td>25</td>
</tr>
<tr>
<td>CBS &amp; Computer Awareness, computer security related questions</td>
<td>20</td>
<td>15</td>
</tr>
<tr>
<td>Products &amp; Services of the Bank, Associates &amp; Subsidiaries, Other banks, Alternate Channel &amp; IT Products, Financial Inclusion.</td>
<td>30</td>
<td>15</td>
</tr>
<tr>
<td>Latest Financial results, performance indicators of the Bank and productivity &amp; profitability related concerns of the Bank.</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Objective type questions on practical problems in general banking</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>General Awareness</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Organisational Structure &amp; Policy guidelines of the Bank</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

**TOTAL [Duration 150 minutes]**

|                                   |                   |       |
|                                   | 140               | 100   |
(Format of letter to be given by eligible employees who do not propose to take part in the Promotion Process, to their respective controllers and is to be submitted against acknowledgement)

From:

To
The Departmental/Branch Head
State Bank of India,
____________________
____________________

Dear Sir,

STAFF ::AWARD
PROMOTIONS TO________
INTIMATION REGARDING OPTING OUT OF PROMOTION PROCESS
FOR THE PROMOTION YEAR ______
P.F. Index NO. ______ __

I advise that I am aware of the provisions of the promotion policy in force for promotion to________. After due consideration, I hereby intimate that I am opting out of the said promotion process for the promotion year _____________

Yours faithfully,

Date : (signature)
Place :
Name :
Designation :
Branch/Office
PARAMETERS FOR PERFORMANCE APPRAISAL

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 behavior
   - With customers
   - With colleagues
   - With seniors
(d) Special contribution to work/business, if any
(e) General remarks
## APPENDIX

### MASTER CIRCULAR

STAFF AWARD: OUT OF CADRE PROMOTION POLICY:

A) CLERICAL TO OFFICERS’ CADRE

B) SUBORDINATE TO CLERICAL CADRE

LIST OF CIRCULARS/INSTRUCTIONS CONSOLIDATED IN MASTER CIRCULAR.

<table>
<thead>
<tr>
<th>SR NO</th>
<th>REFERENCE</th>
<th>DATE</th>
<th>SUBJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PER:IR:AKB:17625</td>
<td>08.05.1978</td>
<td>Debarment policy</td>
</tr>
<tr>
<td>2</td>
<td>PER:IR:AKB:41965</td>
<td>25.10.1978</td>
<td>DEBARMENT POLICY</td>
</tr>
<tr>
<td>3</td>
<td>PER:IR:37434</td>
<td>14.09.1979</td>
<td>DEBARMENT POLICY</td>
</tr>
<tr>
<td>4</td>
<td>PER:IR:023098</td>
<td>30.05.1980</td>
<td>DEBARMENT POLICY</td>
</tr>
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<td>5</td>
<td>ADM:22624</td>
<td>07.05.1986</td>
<td>DEBARMENT POLICY</td>
</tr>
<tr>
<td>6</td>
<td>ADM:CM:45268</td>
<td>10.01.1992</td>
<td>DEBARMENT POLICY</td>
</tr>
<tr>
<td>8</td>
<td>CDO/IR/CIR/22</td>
<td>31.07.2003</td>
<td>SETTLEMENT ON PROMOTIONAL AVENUE</td>
</tr>
<tr>
<td>9</td>
<td>P&amp;HRD/CM/5/SPL/1033</td>
<td>20.12.03</td>
<td>EVALUATION TEST</td>
</tr>
<tr>
<td>10</td>
<td>P&amp;HRD/CM/5/SPL/5058</td>
<td>05.03.04</td>
<td>EVALUATION TEST</td>
</tr>
<tr>
<td>11</td>
<td>CDO/P&amp;HRD/IR/18/2006-07</td>
<td>22.07.2006</td>
<td>OPERATING INSTRUCTIONS/GUIDELINES</td>
</tr>
<tr>
<td>12</td>
<td>CDO/IR/3018</td>
<td>20.02.2007</td>
<td>PROMOTION POLICY FOR SUBORDINATE STAFF: RELAXATION- EX-SERVICEMEN</td>
</tr>
<tr>
<td>13</td>
<td>CDO/P&amp;HRD-IR/73/2006-07</td>
<td>02.03.2007</td>
<td>POSTING OF NEWLY PROMOTED SUBORDINATE STAFF: MERIT CHANNEL</td>
</tr>
<tr>
<td>14</td>
<td>CDO/IR/SPL/373</td>
<td>01.09.2007</td>
<td>PLACEMENT : SUBORDINATE TO CLERICAL</td>
</tr>
<tr>
<td>15</td>
<td>CDO/IR/SPL/418</td>
<td>05.10.2007</td>
<td>PROMOTION POLICY FOR SUBORDINATE STAFF: CLARIFICATION TO QUERIES</td>
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<tr>
<td>16</td>
<td>CDO/IR/SPL/453</td>
<td>03.11.2007</td>
<td>PROMOTION POLICY FOR SUBORDINATE STAFF: MAINTENANCE STAFF ALSO ELIGIBLE</td>
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<td>17</td>
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<tr>
<td>No.</td>
<td>Code</td>
<td>Date</td>
<td>Description</td>
</tr>
<tr>
<td>-----</td>
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<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>18</td>
<td>CDO/IR/3016</td>
<td>14.01.2008</td>
<td>PROMOTION POLICY FOR SUBORDINATE TO CLERICAL-WRITTEN AND COMPUTER TEST MARKS TO BE ADVISED TO CANDIDATES</td>
</tr>
<tr>
<td>19</td>
<td>CDO/P&amp;HRD-CM/61/2007-08</td>
<td>17.01.2008</td>
<td>Post selection Evaluation test</td>
</tr>
<tr>
<td>20</td>
<td>CDO/P&amp;HRD/IR/13/2008-09</td>
<td>06.05.2008</td>
<td>REVIEW OF PROMOTION POLICY: CLERICAL TO OFFICERS CADRE AND SUBORDINATE TO CLERICAL CADRE</td>
</tr>
<tr>
<td>21</td>
<td>CDO/P&amp;HRD-CM/22/2008-09</td>
<td>29.05.2008</td>
<td>Post selection Evaluation test</td>
</tr>
<tr>
<td>22</td>
<td>CDO/IR/SPL/156</td>
<td>25.08.2008</td>
<td>PROMOTION POLICY FROM SUBORDINATE STAFF TO CLERICAL-CLERIFICATIONS/ OPERATING GUIDELINES</td>
</tr>
</tbody>
</table>
CHAPTER-5

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.

5.1 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.

5.2 In cases, where the punishment has been awarded:

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.

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.
CHAPTER-6

PROMOTION FROM CLERICAL CADRE TO JMGS-I

6.1 REVERSION POLICY

(i) Reversion is not a matter of right. It will be at the discretion of the management.

(ii) The officer may be eligible for reversion only on extreme compassionate grounds, compelling and genuine family circumstances. He/She will be reverted back to the clerical cadre at the stage with same designation from which he was promoted. The officer can submit his request letter adducing the reasons for seeking reversion to the Branch Manager/Departmental Head who will examine the request on its merit and forward the same alongwith his recommendations to his controller for consideration.

(iii) The Controller/Departmental Head not below the rank of AGM will interview him or talk to him over phone and after satisfying with the reasons, he will recommend the reversion application to the Local Head office.

(iv) If the reversion is requested on medical ground, the genuineness thereof must be got checked and certified by the concerned Circle.

(v) An officer JMGS-I can make a request seeking reversion up to a time limit of within one year from the date of his promotion. The reason to keep one year is that Rule 16(3)(b) of SBI Officers Service Rules also provides that Bank can revert an officer to the grade or cadre from which he was promoted during probation (one year) if his performance was not considered satisfactory.

(vi) The reversion applications need to be examined on case to case basis and on merits. The competent authority for permitting reversion shall be Chief General Manager (HR), Corporate Centre, Mumbai. The applications of employees in the Circle will be put up to Corporate Centre, after due examination & recommendations by the Circle CGM.

(vii) After reversion to clerical cadre, such employees will be debarred from out-of-cadre promotion and will also not be eligible to be considered for officiating chances outside their cadre. The reasons for such deterrents who seek reversion is that they spoil the chances of their batch mates from promotion who appear with them and after reversion, resulting in some vacancies remaining unfilled until new promotion exercise takes place causing dislocation of work and shortage of officers.

(viii) As regards debarment in in-cadre higher appointment after reversion from officer cadre to clerical cadre, he will also be debarred for 3 years.
for in-cadre higher appointment. However, on completion of 3 years debarment period, he will continue to be eligible for in-cadre higher appointment. (CDO/IR/SPL/585 dated 06.02.2012)

(ix) Reversion to substantive cadre will not make Bank liable either to post him at his place of choice of clerical cadre or to extend assistance in addressing his personal problems.

(x) In substantive cadre, he has to discharge his duties assigned to him to the satisfaction of his superiors as per service rules governing his service.

(xi) In case where an employee commits a misconduct while he was working as an officer, which is detected at a later date subsequent to his reversion to clerical cadre, the concerned employee will be governed by the provisions of the Bipartite Settlement, if he is subjected to disciplinary action. However, while framing the charge sheet it should clearly be mentioned that the conduct which amounted to misconduct is as per SBIOSR though the disciplinary procedure to be followed would be as per Bipartite Settlement.

(xii) On reversion the employee would cease to receive all facilities/perquisites of officers’ cadre from the date of reversion.

(xiii) If the employee has availed any type of loan as an officer beyond his entitlement as an award staff employee, the employee has to repay the differential amount, immediately on conversion. However, this excess amount can be converted to a loan at commercial rate as applicable to general public.

(CDO/IR/SPL/424 Dated 17.10.2011)
CHAPTER-7

CONVERSION TO CLERICAL CADRE

In this regard, a settlement has been entered into between the Bank and the All India SBI Staff Federation on 12.03.2011 and it is mutually agreed by both the parties as follows:

(i) The terms of this Settlement will supersede the provisions of Circular No. PER/IR/30142 dated 28.07.1983.

(ii) The specialist category of staff in clerical cadre e.g. Draughtsman, Pharmacist, Nurse, Armourer, Control room operator, AC plant operator, ST plant operator, Sewage fitter, Electrical supervisor etc. will not be eligible for conversion to general category from the date of settlement and promotion to TO/JMGS-I from the promotion year 2011-12 and onwards.

(iii) One time option may be given to these specialist category of staff who are on service as on the date of settlement and otherwise eligible for conversion to general category of staff pursuant to Circular No. PER/IR/30142 dated 28.07.1983 (as contained in Annexure-A) and those who opt for conversion will be utilised for general banking and special allowance being paid to him/her will be withdrawn from the date of conversion. The option will be available to the existing eligible staff for a period of 3 months from the date of settlement.

(iv) The converted employees will be eligible for in cadre higher appointment in general cadre, officiating or promotion as JMGS-I after a cushioning period of two years on the basis of the total service rendered in the grade.

(v) After one time option, the conversion from specialist category to general category will not be available and these category of staff will continue in their cadre till their retirement/resignation/death etc.

(vi) These category of employees will however be due for in-cadre higher appointment as per existing guidelines.
7.1 NORMS FOR CONVERSION

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.
CHAPTER-8

OFFICIATING IN HIGHER POSITIONS

As a matter of rule, no acting/officiating opportunities would be given in place of Senior Assistants (including the redesignated Senior Assistants) and Special Assistants. In the absence of ‘Senior Assistants’ their work will be reallocated among the other Senior Assistants/Special Assistants available at the branch. However, officiating will be permitted only in such exceptional cases where the Cash Officer (JMGS Grade)/Special Assistant-in-Charge 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 branch/ nearby branch to take over charge. Redeployment of the employees benefiting by this policy will be made in such a way as to ensure that officiating requirements in Senior Assistants/Special Assistant/Officers (JMG) level/subordinate cadre positions carrying special allowance liked Head Messengers/Senior Head Messengers/Head Armed Guards/Senior Head Armed Guards etc. are avoided. As a corollary, meeting administrative requirements of branches/offices shall be the sole criterion for the redeployment and consequent transfer of employees under this policy.

Under no circumstances the special assistant or other employee who is working, as cash in-charge/passing officer should be given officiating powers treating the positions categorised as Senior-Special Assistant. After posting of permanent Senior-Special Assistant as cash in-charge in such branches, if he proceeds on leave, the Special Assistant who works in his place may be given officiating allowance/other monetary benefits for the days he officiates on prorata basis.

In terms of Memorandum of Settlement date 16.06.2005, Special Assistants who are working as cash in-charge in the branches where permanent officers have been assigned user administration rights, will continue to work in their existing capability level-4 and perform existing duties. The position of cash in-charge will not be automatically categorized as senior-special assistant position and will not be given any officiating allowance.
CHAPTER-9

PAY & ALLOWANCES


9.1 Scales of Pay

(a) With effect from 1st November, 2007 the scales of pay shall be as under:

<table>
<thead>
<tr>
<th>Clerical Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>6200 400 7400 500 8900 600 11300 700</td>
</tr>
<tr>
<td>3 3 4 7</td>
</tr>
<tr>
<td>16200 1300 17500 800 18300</td>
</tr>
<tr>
<td>1 1 (20 years)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subordinate Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>5500 200 6300 250 7550 300 8750 350</td>
</tr>
<tr>
<td>4 5 4 3</td>
</tr>
<tr>
<td>9800 400 11000</td>
</tr>
<tr>
<td>3 (20 years)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Clerical Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>7200 400 8400 500 9900 600 12300 700</td>
</tr>
<tr>
<td>3 3 4 7</td>
</tr>
<tr>
<td>17200 1300 18500 800 19300 (20 years)</td>
</tr>
<tr>
<td>1 1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subordinate Staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>5850 200 6650 250 7900 300 9100 350</td>
</tr>
<tr>
<td>4 5 4 3</td>
</tr>
<tr>
<td>10150 400 11350</td>
</tr>
<tr>
<td>3 (20 years)</td>
</tr>
</tbody>
</table>

Note:

(a) Fitment in the new scales of pay shall be on a stage-to-stage basis.

(b) There shall be no change in the dates of annual increments because of the fitment.
9.2 Stagnation Increments

Both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for seven stagnation increments w.e.f. 1st November 2007 at the rate and frequency as stated herein under:

The clerical and subordinate staff including permanent part-time employees on scale wages on reaching the maximum in their respective scales of pay, shall draw seven stagnation increments at the rate of Rs.800/- and Rs.400/- (pro rata in respect of part-time employees) each due under this settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid, except that the seventh stagnation increment in clerical cadre will be released after two years of receiving the sixth stagnation increment.

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

9.3 Definition of ‘Pay’

Pay for the purpose of D.A., HRA and superannuation benefits shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

Note: The increment component of Fixed Personal Pay as given in column 2 of Schedule IV shall rank for superannuation benefits.

9.4 Dearness Allowance

With effect from 1st November 2007, the dearness allowance shall be payable as per the following rates:-

9.4.1 Clerical and Subordinate Staff

0.15% of „pay

Note: Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 2836 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960=100.

(a) It is clarified that there shall be no ceiling on Dearness Allowance.

(b) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.

(c) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.
9.5 **City Compensatory Allowance**

No City Compensatory Allowance shall be payable w.e.f. 1st November 2007.

9.6 **House Rent Allowance**

With effect from 1st November, 2007 the House Rent Allowance payable shall be as under:

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Area</th>
<th>Rate as percentage of Pay (No Minimum/No Maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Places with population of more than 45 lakhs</td>
<td>10.00</td>
</tr>
<tr>
<td>(ii)</td>
<td>Places with population of 12 lakhs and above including State of Goa</td>
<td>9.00</td>
</tr>
<tr>
<td>(iii)</td>
<td>Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above</td>
<td>7.50</td>
</tr>
<tr>
<td>(iv)</td>
<td>Places with population below 5 lakhs not covered in (i), (ii) and (iii) above</td>
<td>7.00</td>
</tr>
</tbody>
</table>

**Note:**  (1) Where quarters are provided, HRA shall not be payable and the rent to be recovered shall be 0.5% of the first stage of the Scales of Pay. All other provision in regard to HRA will continue.

9.7 **Transport Allowance**

Transport Allowance shall be paid as under with effect from 1st November, 2007.

9.7.1 **Clerical and Subordinate Staff**

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

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

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

(ii) This provision by itself will not preclude the payment of any existing allowance of this nature paid as a result of Government guidelines/bank level settlements.

9.8 **Hill and Fuel Allowance**

The Hill and Fuel Allowance shall be payable at the following rates with effect from 1st November 2007:
Chapter - 9  

Pay & Allowances

| (a) | At places situated at a height of 3000 metres and above | 8% of pay (Max. Rs.1295/- p.m.) |
| (b) | At places situated at a height of and over 1500 metres but below 3000 metres | 4% of pay (Max. Rs.510/- p.m.) |
| (c) | At places situated at a height of over 1000 metres but less than 1500 metres and Mercara Town | 3% of pay (Max. Rs.410/- p.m.) |

If the height of a place as determined on the basis of the highest point within the municipal limits exceeds 1000 meters, the allowance may be paid to the workmen posted at such centres.

Whenever an employee is deputed from his permanent place of posting to other centres on official duty, where Hill & Fuel allowance is payable, such employees are not eligible for payment of such allowance as the same is not payable at their Head Quarters.

9.9 Definition of ‘Family’:

a. For the purpose of medical facilities and for the purpose of leave fare concession, the expression “family” of an employee shall mean the employee’s spouse, wholly dependent unmarried children (including step children and legally adopted children), wholly dependent physically challenged brother/sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.

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

c. A married female employee may include her natural parents or parents-in-law under the definition of family – but not both – provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

9.10 Leave Fare Concession

(i) With effect from 27th April 2010 (date of the 9th Bipartite settlement), leave fare concession payable will be the actual return railway fare or steamer fare incurred by the workman and members of his family subject to the following:

a) For availment of leave fare concession under a 2 year block for visit to any place within India, the maximum permissible distance shall be 2500 km. for subordinate staff and 2000 km. for non-subordinate staff.

b) For availment of leave fare concession under a 4 year block for visit to any place in India, the maximum permissible distance shall be 5000 km.
km. for subordinate staff and 4000 km. for non-subordinate staff.

(ii) With the effect from the date of settlement, the class of fare to which the workman and the members of his family would be entitled, shall be as follows:

9.10.1 **Subordinate Staff**:
AC III Tier for the journey by mail/express train.

9.10.2 **Non-subordinate Staff**:
AC II Tier for the journey by mail/express train.

Provided further that where the non-subordinate employee and / or members of his family undertake travel by air either to his place of domicile or to any other place for rest and recuperation within India, he shall be entitled to be reimbursed the actual air fare so incurred or the AC II Tier class fare by train by a direct route in case of travel to place of domicile to the extent of the maximum admissible distance in case of travel to any other place for rest and recuperation, during the two year/four year block respectively, whichever is less.

(iii) An employee and/or members of his family, when availing leave fare concession may undertake travel by any mode of surface transport between places and the employee will be eligible to claim in respect of such journey his actual expenditure or the notional train fare by the entitled class for the distance so travelled, whichever is less, within his overall entitlement.

For the purpose of this sub-clause, travel by any approved mode of surface transport would mean such travel undertaken through any public transport or transport (including taxi) operated by agencies / tour operators approved by appropriate Government authorities or motor car owned by the employee with permission of the Bank.

(iv) By exercising an option anytime during a block of 2 years or 4 years, as the case may be, an employee can either undertake travel availing of leave fare concession and claim reimbursement upto his entitlement or to encash the facility for the concerned block. The option so exercised shall be irrevocable for the block concerned. On opting to encash the facility, he will be entitled to receive a lump sum equivalent to 75% of notional train fare for the admissible distance (depending on a 2 year or 4 year block) by the entitled class, subject to deduction of admissible tax at source. Leave Fare Concession for travel to place of domicile is not encashable. An employee opting to encash his LFC shall prefer the claim for himself and his family members only once during the block / term in which such encashment is availed of. The facility of encashment of privilege leave while availing of Leave Fare Concession is also available while encashing the facility of LFC.
Provided, however that an employee so encashing the facility of leave fare concession shall proceed on leave for a minimum period of one day.

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

9.10.3 Part-Time Employees

With effect from 1st November 2007, Part-Time employees who are members of the subordinate staff on consolidated wages and whose normal working hours per week are “upto 3 hours” and “more than 3 hours but less than 6 hours” shall be paid one third scale wages w.e.f. 1st May 2010. From 1st November 2007 to 30th April 2010, they shall be paid consolidated wages as under:

a. Upto 3 hours: at bank’s discretion with a minimum of Rs. 1,030/- p.m.

b. More than 3 hours but less than 6 hours: at bank’s discretion with a minimum of Rs. 1,440/- p.m.

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

9.11 Compensation on Transfer

With effect from 1st May 2010, compensation on transfer, shall be as under:-

An employee on transfer shall be paid the cost actually incurred for transporting his personal effects, as under:

9.11.1 By Train:

<table>
<thead>
<tr>
<th></th>
<th>Non Sub-staff</th>
<th>Sub-staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>For married persons</td>
<td>3000 kg.</td>
<td>2000 kg.</td>
</tr>
<tr>
<td>For unmarried persons</td>
<td>2000 kg.</td>
<td>1150 kg.</td>
</tr>
</tbody>
</table>

9.11.2 By Road:

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

9.11.3 Compensation for losses due to breakage or damage to goods on Transfer

With effect from 1st May 2010, compensation on transfer, shall be as under:-

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

   Clerical Staff: Rs.1,120/-
   Subordinate Staff: Rs. 745/-
b. Where no receipts/statement of loss are produced, a lumpsum payment of:
   Clerical Staff: Rs.745/-
   Subordinate Staff: Rs.560/-

9.12. Halting Allowance

With effect from 1st May 2010, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters:

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

9.13 Washing Allowance

Washing allowance shall be payable at Rs.100/- p.m., where the washing of livery is not arranged by the bank.

9.14 Cycle Allowance

With effect from 1st November 2007, cycle allowance is payable to the members of the subordinate staff who are required to use a cycle on regular assignment for outdoor duties at Rs.75/- p.m. at all centers. Cycle allowance would not be paid to a workmen member of the subordinate staff entitled to the allowance for the period of leave where such leave exceeds 30 days.

9.15 Split Duty Allowance

With effect from 1st November 2007, Split Duty Allowance shall be payable at all centers at Rs.125/- p.m. The allowance is payable where business hours are split with a maximum break of 2 hours to all full time employees excluding those who reside in the premises of the branch and any workmen whose hours of work, apart from normal lunch recess, are not split.

9.16 Project Area Compensatory Allowance

With effect from 1st November 2007, workmen in project areas shall be paid a project area compensatory allowance as under:

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

Clerical Staff – Rs.180/- p.m.

Sub-Staff - Rs.150/- p.m.

9.17 Special Area Allowance

With effect from 1st November 2007, Special Area Allowance shall be payable at places specified in column 2 of the Schedule VI hereto, as per the quantum indicated in column 3 thereof against each such place, subject to the condition that if at any of the places mentioned in column 2 of Schedule VI hereto, Hill and Fuel Allowance is payable in terms of this Settlement, then at such places only higher of the two allowances shall be payable.

9.18 Special Balancing Allowance

W.e.f 01.11.2007, Special Balancing Allowance will be payable to the following category of staff:

i. Who joined the Bank before 01.11.2007.

ii. Employees of e-SBS who opted for terms and conditions of SBI and were in the permanent employment of e-SBS as on 31.10.2007 will be eligible for the allowance from the date of merger i.e 13.08.2008. However, employees of e-SBIN will not be eligible.

The allowance will not rank for any other benefit such as Dearness Allowance (DA), House Rent Allowance (HRA) etc. or any superannuation benefits.

The allowance will be payable at 6.4% of the revised basic pay effective from 1.11.2007 (i.e with reference to basic pay applicable for 9th Bipartite only). Such allowance will be paid at aforesaid rate on moving basic pay on or after 1.11.2007 till the period of 9th Bipartite Settlement. Such allowance will be frozen on the expiry date of 9th Bipartite Settlement and will not have any reference to the basic pay of subsequent bipartite settlements.

9.19 Special Compensatory Allowance and Additional Special Compensatory Allowance

All workmen staff, who joined the Bank’s service on or before 31.10.1993, will be paid w.e.f. 1.11.1993, a Special Compensatory Allowance (SCA) ranging from Rs.150/- p.m. on a stage-to-stage basis in the respective scales of pay.

The amount of SCA payable every month at different stages of scales of pay will be as per Table given under para-‘h’ below. 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 different stages of pay ranges indicated in the table at the end of this chapter are as per the wage revision made effective from 1.11.2002.

The SCA will be taken into account while computing the leave encashment facility availed of on or after 1.11.1993 by a workman who is eligible for payment of such SCA.
Workmen Staff placed under suspension on or before 1.11.93 and who continue to remain suspended should not be paid Subsistence Allowance on the SCA.

The SCA will be taken into account while computing subsistence allowance in respect of those workmen staff placed under suspension after 1.11.1993.

The SCA must be treated as part of Salary or Wages for the purpose of Computing Bonus under the Payment of Bonus Act, 1965.

Employees who are in the receipt of Special Compensatory Allowance as per the table below 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.

<table>
<thead>
<tr>
<th>Stage</th>
<th>CLERICAL STAFF</th>
<th></th>
<th></th>
<th>SUBORDINATE STAFF</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Basic Pay</td>
<td>SCA Addl.</td>
<td>IN THE BANK’S SERVICE</td>
<td>Basic Pay</td>
<td>SCA Addl.</td>
</tr>
<tr>
<td></td>
<td>On or Before 31.1.1993</td>
<td>After 1.11.1993 but On or Before 22.7.2003</td>
<td>On or Before 31.1.1993</td>
<td>After 1.11.1993 but On or Before 22.7.2003</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E (C+D)</td>
<td>F</td>
</tr>
<tr>
<td>1</td>
<td>4410</td>
<td>170</td>
<td>100</td>
<td>270</td>
<td>100</td>
</tr>
<tr>
<td>2</td>
<td>4625</td>
<td>180</td>
<td>100</td>
<td>280</td>
<td>100</td>
</tr>
<tr>
<td>3</td>
<td>4840</td>
<td>190</td>
<td>100</td>
<td>290</td>
<td>100</td>
</tr>
<tr>
<td>4</td>
<td>5055</td>
<td>200</td>
<td>100</td>
<td>300</td>
<td>100</td>
</tr>
<tr>
<td>5</td>
<td>5390</td>
<td>210</td>
<td>110</td>
<td>320</td>
<td>110</td>
</tr>
<tr>
<td>6</td>
<td>5725</td>
<td>220</td>
<td>110</td>
<td>330</td>
<td>110</td>
</tr>
<tr>
<td>7</td>
<td>6060</td>
<td>240</td>
<td>110</td>
<td>350</td>
<td>110</td>
</tr>
<tr>
<td>8</td>
<td>6530</td>
<td>260</td>
<td>110</td>
<td>360</td>
<td>110</td>
</tr>
<tr>
<td>9</td>
<td>7000</td>
<td>280</td>
<td>120</td>
<td>400</td>
<td>120</td>
</tr>
<tr>
<td>10</td>
<td>7470</td>
<td>300</td>
<td>120</td>
<td>420</td>
<td>120</td>
</tr>
<tr>
<td>11</td>
<td>7940</td>
<td>320</td>
<td>120</td>
<td>440</td>
<td>120</td>
</tr>
<tr>
<td>12</td>
<td>8440</td>
<td>340</td>
<td>120</td>
<td>460</td>
<td>120</td>
</tr>
<tr>
<td>13</td>
<td>8940</td>
<td>360</td>
<td>130</td>
<td>490</td>
<td>130</td>
</tr>
<tr>
<td>14</td>
<td>9440</td>
<td>380</td>
<td>130</td>
<td>510</td>
<td>130</td>
</tr>
<tr>
<td>15</td>
<td>10000</td>
<td>400</td>
<td>130</td>
<td>530</td>
<td>130</td>
</tr>
<tr>
<td>16</td>
<td>10560</td>
<td>420</td>
<td>150</td>
<td>570</td>
<td>150</td>
</tr>
<tr>
<td>17</td>
<td>11120</td>
<td>440</td>
<td>150</td>
<td>590</td>
<td>150</td>
</tr>
<tr>
<td>18</td>
<td>11680</td>
<td>470</td>
<td>225</td>
<td>695</td>
<td>225</td>
</tr>
<tr>
<td>19</td>
<td>12650</td>
<td>550</td>
<td>300</td>
<td>850</td>
<td>300</td>
</tr>
<tr>
<td>20</td>
<td>13210</td>
<td>550</td>
<td>425</td>
<td>975</td>
<td>425</td>
</tr>
<tr>
<td>S-1</td>
<td>13770</td>
<td>550</td>
<td>425</td>
<td>975</td>
<td>425</td>
</tr>
<tr>
<td>S-2</td>
<td>14330</td>
<td>550</td>
<td>425</td>
<td>975</td>
<td>425</td>
</tr>
</tbody>
</table>
The Special Compensatory Allowance, as hitherto, will not rank for DA, CCA, HRA and superannuation benefits etc.

The Special Compensatory Allowance as mentioned above will not undergo any revision on the revision of pay scales or allowances.

All permanent full-time clerical cadre staff who are in the service of the Bank on the 22nd July 2003 and are already in receipt of Special Compensatory Allowance introduced w.e.f. 1.11.1993 will be paid revised Special Compensatory Allowance w.e.f. 1.10.2001, as above.

Such of those clerical employees who joined the Bank’s service on or after 1.11.1993 and are permanent full-time clerical cadre staff as on 22.7.2003 will be paid Special Compensatory Allowance from 1.10.2001 or the date of joining whichever is later, as above.

Similarly all permanent full-time and part-time subordinate cadre employees who are in the service of the Bank as on 22.7.2003 and are already in receipt of Special Compensatory Allowance introduced w.e.f. 1.11.1993 will be paid revised Special Compensatory Allowance w.e.f. 1.10.2001, as above.

Such of those subordinate employees who joined the Bank’s service on or after 1.11.1993 and are permanent full-time and part-time subordinate cadre staff as on 22.7.2003 will be paid Special Compensatory Allowance from 1.10.2001 or the date of joining whichever is later, as per column-‘K’ in para-‘h’ above.

9.20 Maternity Leave

(a) Maternity leave, which shall be on substantive pay, shall be granted to a female employee for a period not exceeding 6 months on any one occasion and 12 months during the entire period of her service.

(b) Within the overall period of 12 months, leave may also be granted in case of miscarriage/abortion/MTP.

(c) Within the overall period of 12 months, leave may also be granted in case of hysterectomy upto a maximum of 45 days.

(d) Leave may also be granted once during service to a childless female employee for legally adopting a child who is below one year of age for a maximum period of two months or till the child reaches the age of one year, whichever is earlier subject to the following terms and conditions:

(i) Leave will be granted for adoption of only one child.

(ii) The adoption of a child should be through a proper legal process and the
employee should produce the adoption-deed to the Bank for sanctioning such leave.

(iii) The temporary and part-time employees are not eligible for grant of leave for adoption of a child.

9.21 Reimbursement of expenses on Road Travel

With effect from 1st May 2010, where an employee has to travel on duty / LFC between two places he shall be reimbursed actual road mileage cost or at Rs.3/- per k.m., whichever is less.

9.22 Special Area Allowance for Award Staff:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Area</th>
<th>Allowances (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Pay below Rs.14,700/-</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>1.</td>
<td>Mizoram</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Chimptuipui District and areas beyond 25 kms.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Lunglei Town in Lunglei District</td>
<td>2000</td>
</tr>
<tr>
<td></td>
<td>b) Entire Lunglei District excluding areas beyond 25 kms. from Lunglei town</td>
<td>1600</td>
</tr>
<tr>
<td></td>
<td>c) Entire Aizawal District</td>
<td>1200</td>
</tr>
<tr>
<td>2</td>
<td>Nagaland</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Andaman &amp; Nicobar Islands</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) North Andaman, Middle Andamans, Little Andaman, Nicobar &amp; Narcondum Islands</td>
<td>2000</td>
</tr>
<tr>
<td></td>
<td>b) South Andaman (including Port Blair)</td>
<td>1600</td>
</tr>
<tr>
<td>4.</td>
<td>Sikkim</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Lakshadweep Islands</td>
<td>2000</td>
</tr>
<tr>
<td>6.</td>
<td>Assam</td>
<td>320</td>
</tr>
<tr>
<td>7.</td>
<td>Meghalaya</td>
<td>320</td>
</tr>
<tr>
<td>8.</td>
<td>Tripura</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Difficult areas of Tripura</td>
<td>1600</td>
</tr>
<tr>
<td></td>
<td>b) Throughout Tripura except difficult areas</td>
<td>1500</td>
</tr>
<tr>
<td>9.</td>
<td>Manipur</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Arunachal Pradesh</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Difficult areas of Arunachal Pradesh</td>
<td>2000</td>
</tr>
<tr>
<td></td>
<td>b) Throughout Arunachal Pradesh other than difficult areas</td>
<td>2100</td>
</tr>
</tbody>
</table>
11. Jammu & Kashmir
   1) Kathua District:
      Niabat Bani, Lohi, Malhar and Machhodi
      2000  2600
   2) Udhampur District:
      a) Dudu Basantgarh, Lander Bhamag Illaqa, other than those included in Part 2(b).
      b) Areas upto Goel from Kamban Side and areas upto Arnas from Keasi side in Tehsil Mohre.
      1600  2100
   3) Doda District:
      Illaquas of Padder and Niabat Nowgam in Kishtwar Tehsil
      2000  2600
   4) Leh District :
      All places in the District
      2000  2600
   5) Baramulla District
      a) Entire Gurez-Nirabat, Tangdar Sub-Division and Keran Illaqua
      b) Matchill
      1600  2100
   6) Poonch and Rajouri District :
      Areas in Poonch and Rajouri District excluding the towns of Poonch and Rajouri and Sunderbani and other urban areas in the two Districts.
      1200  1500
   7) Areas not included in (1) to (6) above, but which are within the distance of 8 kms. from the line of Actual Control or at places which may be declared as qualifying for border allowance from time-to-time by the State Government for their own staff.
      1200  1500

12. Himachal Pradesh
   (1) Chamba District
      a) Pangi Tehsil, Bharmour Tehsil, Panchayats : Badgaun, Bajol, Deol Kugti, Nayagam and Tundah, Villages: Ghatu of Gram Panchayat Jagat, Kanarsi of Gram Panchayat Chauhata
      b) Bharmour Tehsil, excluding Panchayats and Villages included in (a) above.
      c) Jhandru Panchayat in Bhatiyat Tehsil, Churah Tehsil, Dalhousie Town (including Banikhet proper).
      2000  2600
      1600  2100
      1200  1500
(2) Kinnaur District:
   a) Asrang, Chitkul and Hango Kuno/ Charang Panchayats, 15/20 Area comprising the Gram Panchayats of Chhota Khamba, Nathpa and Rupi, Pooh Sub-Division, excluding the Panchayat Areas specified above.
   b) Entire District other than Areas included in (a) above.

   (3) Kullu District:
   a) 15/20 Area of Nirmand Tehsil, comprising the Gram Panchayats of Kharga, Kushwar and Sarga
   b) Outer-Saraj (excluding villages of Jakat-Khana and Burrow in Nirmand Tehsil) and entire District excluding outer Seraj area and pargana of Pandrabis but including villages Jagat-Khana and Burrow of Tehsil Nirmand).

   (4) Lahaul and Spiti District:
   Entire area of Lahaul and Spiti

   (5) Shimla District:
   a) 15/20 area of Rampur Tehsil comprising of Panchayats of Koot, Labana-Sadana, Sarpara and Chadi-Branda.
   b) Dora-Kawar Tehsil, Gram Panchayat of Darkali in Rampur, Kashapath Tehsil and Munish, Ghori Chaibis of Pargana Sarahan.
   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).

   (6) Kangra District:
   a) Areas of Bara Bhangal and Chhota Bhangal
   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, Rampnagar, 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 HPKVV 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.

(7) Mandi District:

(8) Sirmaur District:
Panchayats of Bani, Bakhali (Pachhad Tehsil), Bharog Bheneri (Paonta Tehsil), Birla (Nahan Tehsil), Dibber (Pachhad Tehsil) and Thana Kasoga (Nahan Tehsil) and Thansgin Tract

(9) Solan District :
Mangal Panchayat.

(10) Remaining areas of Himachal Pradesh not included in (1) to (9) above.

<table>
<thead>
<tr>
<th>13.</th>
<th>Uttarakhand</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Areas under Chamoli, Pithoragarh, Uttar Kashi, Rudraprayag and Champavat Districts</td>
</tr>
</tbody>
</table>
9.23 SPECIAL PAY FOR WORKMEN STAFF IN STATE BANK OF INDIA

The rates of special pay payable to workmen employees stand revised as under for the period from 1st November 2007 to 30th April 2010:

### 9.23.1. 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>Positions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Senior Special Assistant</td>
<td>3430</td>
</tr>
<tr>
<td>2</td>
<td>Special Assistant/Officiating Pay (Relief Officer)</td>
<td>3430</td>
</tr>
<tr>
<td>3</td>
<td>Special Stenographer</td>
<td>2740</td>
</tr>
<tr>
<td>4</td>
<td>Senior Assistant</td>
<td>2470</td>
</tr>
<tr>
<td>5</td>
<td>Head Draughtsman/ Head Armourer /Head Telephone Operator/ Head Pharmacist/ Head Nurse/ Head A.C. Plant Operator/ Head S.T. Plant Operator/Head Electrician (Electrical supervisor) /Head Control room operator/Head Sewage fitter</td>
<td>2380</td>
</tr>
<tr>
<td>6</td>
<td>Senior Stenographer/Senior Draughtsman</td>
<td>2060</td>
</tr>
<tr>
<td>7</td>
<td>Special Record Keeper cum Cashier</td>
<td>960</td>
</tr>
<tr>
<td>8</td>
<td>Head Assistant (Accounts)/ Computer Operator/ Stenographer/ Inspection Assistant/ Senior Telephone Operator/ Senior Electrician (Electrical Supervisor)/ Senior Armourer/ Senior Sewage Fitter/ Senior Pharmacist/ Senior Nurse/ Senior A.C. Plant operator/ Senior S.T. Plant Operator/ Senior Control Room Operator/ Draughtsman</td>
<td>1470</td>
</tr>
<tr>
<td>9</td>
<td>Encoder machine Operator</td>
<td>750</td>
</tr>
<tr>
<td>10</td>
<td>Agricultural Assistant</td>
<td>730</td>
</tr>
<tr>
<td>11</td>
<td>Telephone Operator</td>
<td>550</td>
</tr>
<tr>
<td>12</td>
<td>Pharmacist / Nurse</td>
<td>370</td>
</tr>
<tr>
<td>13</td>
<td>Control Room Operator/ A.C. Plant Operator/ S.T. Plant Operator</td>
<td>330</td>
</tr>
<tr>
<td>14</td>
<td>Senior Record Keeper cum Cashier</td>
<td>690</td>
</tr>
</tbody>
</table>

B. Positions frozen:

| 1     | Datanet Operator/ Dy. Head Cashier/ Teller/ Head Asst. (Cash)/ Telex Operator | 1470                        |
| 2     | Bradma Machine Operator (I)                                                  | 980                         |
| 3     | Data Entry Operator                                                           | 860                         |
| 4     | Deputy Head Assistant (Cash)/ Cashier Operating Electronic Cash Register/ Bradma Machine Operator (II) | 730                         |
| 5     | DIR Assistant/ Audit Clerk                                                    | 550                         |
| 6     | Mill Checking Assistant                                                       | 270                         |
## SUBORDINATE STAFF (Special Pay payable for the period 01.11.2007 to 30.04.2010)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Positions carryning Special Pay (Ranking for DA, HRA and Superannuation benefits)</th>
<th>Special Pay per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Positions:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Senior Head Driver</td>
<td>1990</td>
</tr>
<tr>
<td>2</td>
<td>Senior Driver</td>
<td>1920</td>
</tr>
<tr>
<td>3</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/Senior Head Wardboy /Senior Head Liftman/Senior Head Wardboy</td>
<td>1830</td>
</tr>
<tr>
<td>4</td>
<td>Senior Head Electrician/Senior Head Sanitary fitter/ Senior Head A.C.Plant Attendent/ Senior Head S.T.Plant Attendent.</td>
<td>1850</td>
</tr>
<tr>
<td>5</td>
<td>Senior Electrician/ Senior Sanitary Fitter/ Senior A.C. Plant Attendant/ Senior S.T. Plant Attendant</td>
<td>1780</td>
</tr>
<tr>
<td>6</td>
<td>Electrician/ Sanitary Fitter/ A.C.Plant Attendent/ S.T.Plant Attendent</td>
<td>1690</td>
</tr>
<tr>
<td>7</td>
<td>Head Armed Guard</td>
<td>1100</td>
</tr>
<tr>
<td>8</td>
<td>Officiating Pay (Record Keeper/ Godown Keeper/ Cashier/ Bill Collector)</td>
<td>1100</td>
</tr>
<tr>
<td>9</td>
<td>Head Messenger/ Head Watchman/ Head Bearer/ Head Mali/ Head General Attendant/ Head Sweeper/ Head Cook/Head Wardboy/Head Liftman/Head wardboy</td>
<td>930</td>
</tr>
<tr>
<td>10</td>
<td>Senior Cook/ Senior Bearer/ Senior Liftman/Armed Guard/ Pump Attendant/ /Telephone Lineman/Wardboy</td>
<td>730</td>
</tr>
<tr>
<td>11</td>
<td>Watchman/ Senior General Attendant (Cash Hammal/ Farrash/ Sweeper)/ Fireman</td>
<td>410</td>
</tr>
<tr>
<td>12</td>
<td>Liftman/ Plumber/ Cook/ Machine Man</td>
<td>360</td>
</tr>
<tr>
<td>B. Positions Frozen:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Compositor</td>
<td>1610</td>
</tr>
<tr>
<td>2</td>
<td>Pressman</td>
<td>1080</td>
</tr>
<tr>
<td>3</td>
<td>Duftary/ Sorter</td>
<td>730</td>
</tr>
<tr>
<td>4</td>
<td>Impositor-cum-Distributor</td>
<td>570</td>
</tr>
<tr>
<td>5</td>
<td>Duplicating Machine Operator</td>
<td>410</td>
</tr>
<tr>
<td>6</td>
<td>Copying Machine Operator/ Godown Watchman</td>
<td>360</td>
</tr>
<tr>
<td>7</td>
<td>Note Stitching Machine Operator</td>
<td>190</td>
</tr>
</tbody>
</table>
With effect from 1st May 2010, for all the existing Clerical staff and subordinate staff as on 30th April 2010 and continuing in service on 1st May 2010, out of special pay payable to them, an amount of Rs.1000/- and Rs.350/- respectively shall be merged into basic pay and the balance amount shall be payable as special pay. Special pay payable thereafter shall be as provided hereunder:

### 9.24.1 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.) w.e.f. 01.05.2010</th>
<th>Amount to be Merged with basic pay on and from 01.05.2010</th>
<th>Amount of Special pay payable from 01.05.2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Senior Special Assistant</td>
<td>3430</td>
<td>1000</td>
<td>2430</td>
</tr>
<tr>
<td>2</td>
<td>Special Assistant/Officiating Pay (Relief Officer)</td>
<td>3430</td>
<td>1000</td>
<td>2430</td>
</tr>
<tr>
<td>3</td>
<td>Special Stenographer</td>
<td>2740</td>
<td>1000</td>
<td>1740</td>
</tr>
<tr>
<td>4</td>
<td>Senior Assistant</td>
<td>2470</td>
<td>1000</td>
<td>1470</td>
</tr>
<tr>
<td>5</td>
<td>Head Draughtsman/Head Armourer/Head Telephone Operator/Head Pharmacist/Head Nurse/Head A.C. Plant Operator/Head S.T. Plant Operator/Head Electrician(Electrical supervisor)/Head Control room operator/Head Sewage fitter</td>
<td>2380</td>
<td>1000</td>
<td>1380</td>
</tr>
<tr>
<td>6</td>
<td>Senior Stenographer/Senior Draughtsman</td>
<td>2060</td>
<td>1000</td>
<td>1060</td>
</tr>
<tr>
<td>7</td>
<td>Special Record Keeper cum cashier</td>
<td>1800</td>
<td>1000</td>
<td>800</td>
</tr>
<tr>
<td>8</td>
<td>Head Assistant (Accounts)/Computer Operator/Stenographer/Inspection Assistant/Senior Telephone Operator/Senior Electrician (Electrical Supervisor)/Senior Armourer/Senior Sewage Fitter/Senior Pharmacist/Senior Nurse/Senior A.C. Plant operator/</td>
<td>1800</td>
<td>1000</td>
<td>800</td>
</tr>
</tbody>
</table>
### Pay & Allowances

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Special Pay</th>
<th>Allowance</th>
<th>Basic Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior S.T. Plant Operator/ Senior Control Room Operator/ Draughtsman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Encoder machine Operator</td>
<td>1500</td>
<td>1000</td>
<td>500</td>
</tr>
<tr>
<td>Agricultural Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pharmacist / Nurse</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Control Room Operator/ A.C. Plant Operator/ S.T. Plant Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Record Keeper cum cashier</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All the existing clerical staff who are not drawing any special pay as on 30.04.2010</td>
<td>1200</td>
<td>1000</td>
<td>200</td>
</tr>
</tbody>
</table>

**Positions frozen:**

<table>
<thead>
<tr>
<th>Position Description</th>
<th>Special Pay</th>
<th>Allowance</th>
<th>Basic Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Datanet Operator/ Dy. Head Cashier/ Teller/ Head Asst. (Cash)/ Telex Operator</td>
<td>1500</td>
<td>1000</td>
<td>500</td>
</tr>
<tr>
<td>Bradma Machine Operator (I)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Data Entry Operator</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deputy Head Assistant (Cash)/ Cashier Operating Electronic Cash Register/ Bradma Machine Operator (II)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DIR Assistant/ Audit Clerk</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mill Checking Assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The positions listed under ‘B’ above were frozen w.e.f. 16.6.2005 and it will be abolished on existing incumbents, if any, moving over to higher positions or retiring from the Bank’s service etc. and until their retirement/movement, they will continue to draw revised special pay as listed. Their retirement or movement to higher positions will not result in new vacancies. Their services will be utilised as stated below:

(a) Telex Operators, Datanet Operators, Dy. Head Cashiers, Tellers and Head Asstt. (Cash), who have completed 10 years service, will be redesignated/appointed as Senior Assistants.

(b) 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 10 years service, will be appointed as Senior Assistants. The services of such employees, who
have not completed 10 years service, if any, will be utilised as Assistants (Cash/Accounts).

(c) The posts of Godown-keepers and Bill Collectors will be abolished on the present incumbents 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 utilised as Record Keepers/Cashiers.

2. 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 including attendant benefits on prorata basis.

3. All the existing clerical staff who are not drawing any special pay as on 30.04.2010 will be paid special pay as indicated above in column No.A (15) and will if called upon by bank, be exercising passing powers of Rs.15000/- for cash and Rs.20000/- for transfer transactions and will also receive cash and issue pre-signed drafts/Inter Office Instruments/Banker’s Cheques etc. up to an amount of Rs.20000/-.

9.24.2 SUBORDINATE STAFF (Special pay payable w.e.f.01.05.2010)

<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.) w.e.f. 01.05.2010</th>
<th>Amount to be Merged with basic pay on and from 01.05.2010</th>
<th>Amount of Special pay payable from 01.05.2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Positions:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Senior Head Driver</td>
<td>1990</td>
<td>350</td>
<td>1640</td>
</tr>
<tr>
<td>2</td>
<td>Senior Driver</td>
<td>1920</td>
<td>350</td>
<td>1570</td>
</tr>
<tr>
<td>3</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 / Senior Head Wardboy /Senior Head Liftman /Senior Head Wardboy</td>
<td>1830</td>
<td>350</td>
<td>1480</td>
</tr>
<tr>
<td>4</td>
<td>Senior Head Electrician/ Senior Head Sanitary fitter/ Senior Head A.C.Plant Attendant/ Senior Head S.T.Plant Attendant.</td>
<td>1850</td>
<td>350</td>
<td>1500</td>
</tr>
</tbody>
</table>
## Pay & Allowances

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Position Description</th>
<th>Pay (Rs.)</th>
<th>Allowance (Rs.)</th>
<th>Allowance (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Senior Electrician/ Senior Sanitary Fitter/ Senior A.C. Plant Attendant/ Senior S.T. Plant Attendant</td>
<td>1780</td>
<td>350</td>
<td>1430</td>
</tr>
<tr>
<td>6</td>
<td>Electrician/ Sanitary Fitter/ A.C. Plant Attendant/ S.T. Plant Attendant</td>
<td>1690</td>
<td>350</td>
<td>1340</td>
</tr>
<tr>
<td>7</td>
<td>Head Armed Guard</td>
<td>1100</td>
<td>350</td>
<td>750</td>
</tr>
<tr>
<td>8</td>
<td>Officiating Pay (Record Keeper/ Godown Keeper/ Cashier/ Bill Collector)</td>
<td>1100</td>
<td>350</td>
<td>750</td>
</tr>
<tr>
<td>9</td>
<td>Head Messenger/ Head Watchman/ Head Bearer/ Head Mali/ Head General Attendant/ Head Sweeper/ Head Cook/ Head Wardboy/ Head Liftman/Head Wardboy</td>
<td>930</td>
<td>350</td>
<td>580</td>
</tr>
<tr>
<td>10</td>
<td>Senior Cook/ Senior Bearer/ Senior Liftman/ Armed Guard/ Pump Attendant/ / Telephone Lineman/Wardboy</td>
<td>730</td>
<td>350</td>
<td>380</td>
</tr>
<tr>
<td>11</td>
<td>Watchman/ Senior General Attendant (Cash Hammal/ Farrash/ Sweeper)/ Fireman</td>
<td>410</td>
<td>350</td>
<td>60</td>
</tr>
<tr>
<td>12</td>
<td>Liftman/ Plumber/ Cook/ Machine Man</td>
<td>400</td>
<td>350</td>
<td>50</td>
</tr>
<tr>
<td>13</td>
<td>All the existing sub-ordinate staff who are not drawing any special pay as on 30.04.2010</td>
<td>350</td>
<td>350</td>
<td>-</td>
</tr>
</tbody>
</table>

### B. Positions frozen:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Position Description</th>
<th>Pay (Rs.)</th>
<th>Allowance (Rs.)</th>
<th>Allowance (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compositor</td>
<td>1610</td>
<td>350</td>
<td>1260</td>
</tr>
<tr>
<td>2</td>
<td>Pressman</td>
<td>1080</td>
<td>350</td>
<td>730</td>
</tr>
<tr>
<td>3</td>
<td>Duftary/ Sorter</td>
<td>730</td>
<td>350</td>
<td>380</td>
</tr>
<tr>
<td>4</td>
<td>Impositor-cum-Distributor</td>
<td>570</td>
<td>350</td>
<td>220</td>
</tr>
<tr>
<td>5</td>
<td>Duplicating Machine Operator</td>
<td>410</td>
<td>350</td>
<td>60</td>
</tr>
<tr>
<td>6</td>
<td>Copying Machine Operator/ Godown Watchman</td>
<td>400</td>
<td>350</td>
<td>50</td>
</tr>
<tr>
<td>7</td>
<td>Note Stitching Machine Operator</td>
<td>350</td>
<td>350</td>
<td>-</td>
</tr>
</tbody>
</table>

W.e.f 1st April 2012, the Special Pay payable to Senior Head Armed Guards has been revised to Rs. 1600/- p.m in terms of e-circular no. CDO/P&HRD-IR/116/2011-12 dated 29th March 2012.

Note: The positions listed under ‘B’ above were frozen w.e.f. 16.6.2005 and will be abolished on existing incumbents, if any, 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 utilised 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 utilised 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, Duplicating Machine Operators, Note Stitching Machine Operators, Duftaries and Sorters, wherever required.

(c) The post of General Attendant (Farrash/Sweeper) shall be frozen consequent upon clause 3 of settlement dated 29th August 2009, signed in respect of Career progression and outsourcing.

8. Parties agree to review and enlarge the duties of Special Pay carrying positions as per emerging needs of the Bank.

9. In addition to the existing duties in respect of all the workmen staff, they will also perform all the additional duties as provided in the 9th Bipartite Settlement dated 27th April 2010.
9.25 SPECIAL PAY FOR GRADUATION & PROFESSIONAL QUALIFICATION

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 2007.

<table>
<thead>
<tr>
<th>Special Pay for Graduation and Professional Qualification payable after reaching maximum in the scale of Pay</th>
<th>Amount p.m. (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Graduation:</strong></td>
<td></td>
</tr>
<tr>
<td>(a) On completion of 1 year after reaching maximum in the scale of pay</td>
<td>275</td>
</tr>
<tr>
<td>(b) On completion of 2 years</td>
<td>550</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>275</td>
</tr>
<tr>
<td>(ii) Part II of CAIIB:</td>
<td></td>
</tr>
<tr>
<td>(a) After 1 year</td>
<td>275</td>
</tr>
<tr>
<td>(b) After 2 years</td>
<td>550</td>
</tr>
<tr>
<td>(c) After 3 years</td>
<td>825</td>
</tr>
<tr>
<td><strong>C. Graduation &amp; Professional Qualification:</strong></td>
<td></td>
</tr>
<tr>
<td>(i) Graduation and/or NDC and have passed JAIIB or Part-I of CAIIB/CAIB:</td>
<td></td>
</tr>
<tr>
<td>(a) After 1 year</td>
<td>275</td>
</tr>
<tr>
<td>(b) After 2 years</td>
<td>550</td>
</tr>
<tr>
<td>(c) After 3 years</td>
<td>825</td>
</tr>
<tr>
<td>(ii) Graduation and/or NDC and have passed JAIIB or both parts of CAIIB:</td>
<td></td>
</tr>
<tr>
<td>(a) After 1 year</td>
<td>275</td>
</tr>
<tr>
<td>(b) After 2 years</td>
<td>550</td>
</tr>
<tr>
<td>(c) After 3 years</td>
<td>825</td>
</tr>
<tr>
<td>(d) After 4 years</td>
<td>1090</td>
</tr>
<tr>
<td>(e) After 5 years</td>
<td>1365</td>
</tr>
</tbody>
</table>
9.26 **FIXED PERSONAL PAY (FPP) (Effective from 01.11.2007)**

In m Fixed Personal Pay (FPP) shall be payable, as under, with effect from the 1st November 2007 to workmen employees who joined the Bank’s service before 01.01.1980.

9.26.1 **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>(i) Places with population of more than 45 lakhs</td>
<td>800</td>
<td>1050</td>
<td>1130</td>
</tr>
<tr>
<td>(ii) Places with population of 12 lakhs and above including State of Goa</td>
<td>800</td>
<td>1050</td>
<td>1120</td>
</tr>
<tr>
<td>(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above</td>
<td>800</td>
<td>1050</td>
<td>1110</td>
</tr>
<tr>
<td>(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.</td>
<td>800</td>
<td>1050</td>
<td>1105</td>
</tr>
</tbody>
</table>

9.26.2 **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>(i) Places with population of more than 45 lakhs</td>
<td>400</td>
<td>460</td>
<td>500</td>
</tr>
</tbody>
</table>
(ii) Places with population of 12 lakhs and above including State of Goa

<table>
<thead>
<tr>
<th>Increment component of FPP (to be reckoned for superannuation benefits)</th>
<th>Total FPP payable where accommodation is provided by Bank</th>
<th>Total FPP payable where accommodation is not provided by Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>460</td>
<td>495</td>
</tr>
</tbody>
</table>

(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above

<table>
<thead>
<tr>
<th>Increment component of FPP (to be reckoned for superannuation benefits)</th>
<th>Total FPP payable where accommodation is provided by Bank</th>
<th>Total FPP payable where accommodation is not provided by Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>460</td>
<td>490</td>
</tr>
</tbody>
</table>

(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.

<table>
<thead>
<tr>
<th>Increment component of FPP (to be reckoned for superannuation benefits)</th>
<th>Total FPP payable where accommodation is provided by Bank</th>
<th>Total FPP payable where accommodation is not provided by Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>460</td>
<td>490</td>
</tr>
</tbody>
</table>

9.26.3 FIXED PERSONAL PAY (FPP) (EFFECTIVE FROM 01.11.2007):

Fixed Personal Pay shall be payable, as under, with effect from 1st November 2007, to the workmen employees who joined the Bank’s service on or after 01.01.1980.

(a) 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 01.11.2007:

<table>
<thead>
<tr>
<th>Area of Posting</th>
<th>Increment component of FPP (to be reckoned for superannuation benefits)</th>
<th>Total FPP payable where accommodation is provided by Bank</th>
<th>Total FPP payable where accommodation is not provided by Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerical Staff</td>
<td>800</td>
<td>860</td>
<td>940</td>
</tr>
<tr>
<td>(i) Places with population of more than 45 lakhs</td>
<td>800</td>
<td>860</td>
<td>930</td>
</tr>
<tr>
<td>(ii) Places with population of 12 lakhs and above including State of Goa</td>
<td>800</td>
<td>860</td>
<td>920</td>
</tr>
<tr>
<td>(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above</td>
<td>800</td>
<td>860</td>
<td>915</td>
</tr>
<tr>
<td>(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.</td>
<td>800</td>
<td>860</td>
<td>915</td>
</tr>
</tbody>
</table>

Subordinate Staff
(i) Places with population of more than 45 lakhs
   Rs. 400
   Rs. 430
   Rs. 470

(ii) Places with population of 12 lakhs and above including State of Goa
   Rs. 400
   Rs. 430
   Rs. 465

(iii) Places with population of 5 lakhs and above, State Capitals and Capitals of Union Territories and other than places mentioned in (i) and (ii) above
   Rs. 400
   Rs. 430
   Rs. 460

(iv) Places with population below 5 lakhs not covered in (i), (ii) and (iii) above.
   Rs. 400
   Rs. 430
   Rs. 460

9.27 “OTHER ALLOWANCES” PAYABLE TO WORKMEN EMPLOYEES

In modification of the provisions contained in Annexure -4 to the Settlement dated 16th June 2005 on Service Conditions for Workmen Staff, the “Other Allowances” (not ranking for Dearness Allowance, House Rent Allowance and superannuation benefits) payable to following category of workmen employees stand revised, with effect from 1st November 2007, as under:

9.27.1 (a) CLERICAL CADRE:

   1. Canteen Manager Rs. 1385/-
   2. Caretaker Rs. 835/-
   3. Godown allowance for Godown Keeper Rs. 275/-
   4. Conveyance charges to employees using bicycle for official duties where public transport is not available Rs. 185/-

9.27.2 (b) SUBORDINATE CADRE:

   1. Driver attached to Senior Executive (additional) Rs. 645/-
   2. Godown allowance for Godown Watchman Rs. 265/-
   3. Messengerial staff who are entrusted the role of printing/updating pass book shall be entitled to a special pay of Rs.410/- per month pro-rata for the number of days for which the services of messengers are/were utilised for printing of pass books.

9.28 WINTER CLOTHING CHARGES FOR EMPLOYEES POSTED IN LADHAK

In respect of the employees posted from outside the centre, one time ex-gratia relief of Rs.16,000/- (in respect of officers posted from outside the region) and Rs. 8000/- (in respect of Award Staff posted from outside the region) is payable for procuring winter clothing. The cost of winter clothing charges will be reimbursed once in two years.
CHAPTER-10

FITMENT FORMULA IN RESPECT OF PROMOTIONS ON OR AFTER 01.11.2007

10.1 PROMOTION FROM SUB-ORDINATE TO CLERICAL CADRE
FITMENT FORMULA: SUB-ORDINATE STAFF PROMOTED ON OR AFTER 01.11.2007

(CDO/P&HRD/IR/119/2011-12 DATED 30.03.2012)

A. (i) Promotees who were drawing FPP at the time of promotion may continue to draw the same quantum of FPP even after promotion which shall remain unaltered till revised.

(ii) To arrive at the basic pay in clerical pay scale on promotion from sub-ordinate cadre, sub-ordinate cadre basic pay, special pay (paid to him/her on a permanent basis and not as locum tenens or temporarily), if any in sub-ordinate cadre will be added together and the nearest highest basic pay in the clerical pay scale will be the revised basic pay of the promote staff. In such cases, fitment table may be amended to make provision for notionally continuing basic pay beyond the stagnation increments (Annexure-A).

(iii) Payment of SCA, in eligible cases, will be at the rate applicable to the stage of the revised basic pay in clerical cadre.

(iv) Those who are given fitment of salary on promotion to clerical cadre at the clubbing stages, the employee in the lower clubbed stage of clerical scale of pay will get their next increment after promotion on the anniversary date of promotion. Those who are fitted at the higher clubbed stage, their increment after promotion shall be the anniversary date of their last increment in sub-ordinate cadre.

(v) The above modifications will be applicable in respect of the sub-ordinate staff who have been promoted to clerical cadre on or after 01.11.2007.
## ANNEXURE-A

**FITMENT FORMULA ON PROMOTION FROM SUB-ORDINATE TO CLERICAL CADRE ON OR AFTER 01.11.2007**

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Basic Pay+Spl. Pay In Sub-ordinate Cadre.</th>
<th>Fitment at corresponding stage in clerical cadre.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From 01.11.07 To 30.04.10</td>
<td>From 01.05.2010</td>
</tr>
<tr>
<td>1</td>
<td>5500</td>
<td>5850</td>
</tr>
<tr>
<td>2</td>
<td>5700</td>
<td>6050</td>
</tr>
<tr>
<td>3</td>
<td>5900</td>
<td>6250</td>
</tr>
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10.2  FITMENT FORMULA ON PROMOTION FROM CLERICAL CADRE TO OFFICERS’ CADRE: OFFICERS PROMOTED ON OR AFTER 01.11.2007

(CDO/P&HRD/IR/112/2011-12 DATED 20.03.2012)

B. Consequent upon the 9th Bipartite Settlement for wage revision, a revised fitment formula has been discussed with All India State Bank Officers’ Federation and accordingly it has been decided to consider the implementation of the existing fitment formula for promotion from clerical cadre to JMGS-I in respect of the officers promoted to JMGS-I from clerical cadre on or after the 1st November 2007, with certain modifications as detailed below:

10.2.1 OFFICERS PROMOTED ON OR AFTER 01.11.2007

The implementation of the instructions contained herein shall be applicable to the employees promoted from clerical to JMGS-I on or after 1st November 2007.

10.2.2 Fitment Table:

a. The basic pay of an employee on promotion to the Junior Management Grade Scale-I shall be determined on the basis of the fitment table given in Annexure-B.

b. If at any time, the basic pay of an officer is lower than the basic pay corresponding to his/her basic pay in the clerical scale on account of increment(s) he/she would have got in the clerical scale, appropriate adjustment will be made in the Officers’ basic pay as per the Fitment table.

10.2.3 Anniversary Date of Increment:

a. The promote officer after fitment as above will draw his/her next increment in the Officers’ scale on the anniversary date of his/her last increment in clerical cadre and thereafter he/she will draw his/her further increments every year on the same date.

b. Those who were drawing a basic pay up to and inclusive of the 8th stage in the clerical scale, given in the Fitment table, will be fitted at the minimum of the officers’ scale and will draw their next increment on the anniversary date of promotion.

c. The provision regarding payment of stagnation increments to officers are contained in Annexure-I, paragraph 2 of our e-circular no. CDO/P&HRD/IR/11/2010-11 dated 8th June 2010. In that context, in regard to the date of release of such increments, the following norms are to be followed:

i. Those who have completed more than one year at the basic pay Rs. 18,300/- (Rs.19300/), Rs. 19,100/- (Rs.20,100/-), Rs. 19,900/- (Rs.20,900/-),
Rs. 20,700/- (Rs. 21700/-), Rs. 21,500/- (Rs. 22,500/-), Rs. 22,300/- (Rs. 23,300/-), Rs. 23,100/- (Rs. 24,100/-) and Rs. 23,900/- (Rs. 24,900/-) will be given their next increment immediately on fitment at the corresponding stage in the Officers’ scale and will draw their annual increment on the anniversary date of promotion.

ii. Those who have completed less than one year at basic pay Rs. 18,300/- (Rs. 19,300/-), Rs. 19,100/- (Rs. 20,100/-), Rs. 19,900/- (Rs. 20,900/-), Rs. 20,700/- (Rs. 21,700/-), Rs. 21,500/- (Rs. 22,500/-), Rs. 22,300/- (Rs. 23,300/-), Rs. 23,100/- (Rs. 24,100/-) and Rs. 23,900/- (Rs. 24,900/-) shall on fitment in the Officers’ scale will draw their next increment on the anniversary date of the last increment in the clerical scale.

10.2.4 CAIIB Increments:

a. If an employee has passed CAIIB Part-I/JAIIB or both parts of Associate Examination (CAIIB) at the time of his/her promotion to JMGS-I, his/her notional basic pay will be arrived at after reducing the increments for passing CAIIB from his/her clerical basic pay. He/She shall then be fitted in the Officers’ scale in accordance with the above fitment table and appropriately one or two increments in the Officers’ scale shall be added with basic pay, so fixed.

The date of increment will be determined on the basis of the reduced basic pay in the clerical cadre as per clause iii. (Anniversary Date of Increment) above.

This adjustment, however, will not be made, if it results in lower fitment.

b. If an employee has passed CAIIB after reaching the 20th stage of the clerical cadre and promoted to Officers’ scale subsequently, he/she shall be granted one increment for passing CAIIB Part-I/JAIIB and another increment for passing CAIIB part-II after fitment in Officers’ scale as per his/her clerical stage of pay, before promotion.

10.2.5 Protection of FPP:

a. In case of those officers who have been promoted to JMGS-I on or after 01.11.2007, after drawing FPP in clerical cadre, he/she would continue to get the same amount of FPP in JMGS-I (except when the said FPP is changed on wage revision) till such time he/she reaches the maximum in JMGS-I scale. On completion of one year at the maximum of the JMGS-I scale, he/she shall be eligible to get FPP as applicable to the higher scale (JMGS-I) in which he/she is placed.

b. If an employee is promoted before receipt of FPP, the payment of FPP shall be made to him/her in the officer scale from the date the employee would have notionally received the FPP in the clerical scale or 01.11.2007, whichever is later.
Accordingly, effective from 01.11.2007, the FPP will NOT be considered for the purpose of computation of Adjusting Pay and instead will be protected separately as mentioned above.

10.2.6 Adjusting Pay:

a. In case of an officer who at the time of promotion is already at the maximum of clerical scale or who notionally would reach the maximum stage of clerical scale thereafter and be eligible for stagnation reliefs (viz. Fixed Personal Allowance, Professional Qualification/Graduation Allowance and Stagnation Increments), if at any time the difference between the basic pay as an officer and the aggregate of clerical basic pay and PQP, that he/she would have been actually in receipt of or notionally entitled to, is lower than Rs.3,430/- w.e.f 01.11.2007 to 30.04.2010 and Rs. 2,430/- w.e.f 01.05.2010, an Adjusting Pay equal to the shortfall shall be paid to him/her. The Adjusting pay so arrived on or after 01.11.2007 will be reckoned for DA and Superannuation benefits.

b. Adjusting Pay, where payable as mentioned above, will be determined annually on the anniversary date of the annual increment in the officers’ scale or when on account of acquiring professional/educational qualification etc., there is a change either in the basic pay as officer or notional stagnation relief(s) in the clerical pay. Further, the exercise of re-determination of Adjusting Pay will be done till an officer is notionally in receipt of the last stagnation reliefs in clerical emoluments or when there is no shortfall as stated above and till Adjusting Pay becomes zero.

10.2.7 Personal Allowance:

In case of the officers who are already drawing Personal allowance of Rs.560/- p.m and those officers who will be eligible for Personal Allowance after 01.11.2007, the amount of such Personal Allowance shall be revised to Rs.800/- p.m w.e.f 01.11.2007. The said Personal allowance will be payable till the officer reaches the basic pay of Rs.34,200/- in MMGS-II. Thereafter, the Personal Allowance of Rs. 800/- will be tapered off at the rate of ½ of the allowance in two installments against future increments.

10.2.8 Other Instructions:

i. The inter-se anomalies, if any, on account of the revised fitment/protection formula would be looked into at case-to-case basis.

ii. Each case of payment of Adjusting Pay and Personal Allowance will require to be approved/sanctioned by the authority empowered to sanction increments. It will also be the responsibility of the said authority to re-determine Adjusting Pay, as mentioned above.

iii. If the officer was posted at different branches/offices after his/her promotion, arrears if any, on account of such salary fitment shall be paid by the branch/office where the officer is presently posted.

iv. The above instructions will remain valid till the implementation of the next wage revision at industry level.
## Fitment Table (w.e.f 01.11.2007)

<table>
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<th>STAGE</th>
<th>Basic Pay in the Clerical Cadre</th>
<th>Fitment at corresponding stage in Junior Management Grade Scale-I</th>
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### 10.3 PAY FIXATION OF EX-SERVICEMEN

The following items of emoluments admissible in the Defence Service will constitute the pre-retirement pay of retired military personnel of the rank of Junior Commissioned Officer and below and will rank for protection on re-employment.
10.3.1 Army

Pay (including deferred pay) and rank pay.

Increments of pay for length of service. Classification pay.

Good Service/Conduct Pay.

NOTE:

‘Rank Pay’ forms part of pre-retirement pay in respect of all Ex-service Officers including SSCOs who retired on or after 1.1.1986 (in the revised scale) from Armed Forces. However, in respect of those who retired/or were released before 1.1.1986, the ‘Rank Pay’ if drawn by them would not be taken into account for fixation of pay on their re-employment in public sector banks.

10.3.2 Navy

Pay (including deferred pay).

Good Service/Conduct Pay.

Higher Pt.II – Qualification Pay.

Classification Pay.

NOTE:

‘Sub-marine Pay’ admissible to officers and sailors of Indian Navy may be reckoned towards pre-retirement pay in respect of officers/sailors who retired/or were released from Indian Navy prior to 1.1.1986.

In respect of officers/sailors who retired/or were released from Indian Navy on or after 1.1.1986 ‘Sub-marine Pay’ as well as other elements of pay which are not reckoned for determining pensions will not count towards pre-retirement pay.

Pay fixation of ex-servicemen re-employed in public sector banks prior to 1.1.1986 has to be re-opened and pre-retirement pay in such cases should include Sub-marine Pay also.

10.3.3 Air Force

Pay (including deferred pay).

Badge Pay.

Classification Pay.

Good Service/Conduct Pay.

The pension for the purpose of these orders includes pension equivalent of gratuity and other forms of retirement benefits.

With effect from 1.6.1988 in fixing the initial pay of re-employed pensioners, the pension equivalent of gratuity may not be deducted from the pay so fixed.
For the purpose of fixation of pay, Dearness Allowance will include Dearness Pay, Dearness Allowance, Additional Dearness Allowance and Interim Relief etc. but will not include CCA, HRA and similar other allowances.

For the purpose of fixation of pay on re-employment the ‘Pay’ would mean “the basic pay’ plus the special allowance/special pay as the case may be attached to the re-employed post wherever applicable plus the dearness allowance.

10.3.4 Pay Fixation of Award Staff

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 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 of Rs.3,000/- 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 re-fixation of pay will however, be admissible to such optee from 1.9.1978.

The term fresh entrant relates only to the pay fixation of an ex-serviceman and will not affect the seniority or the counting of service for any other purpose.

10.3.5 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.3,000/- whichever is less.
10.3.6 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 retire 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 re-fixation 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 the 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.3,000/- whichever is less.

10.3.7 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 the pay plus DA drawn by him at the time of his release from Armed Forces. The figure of pay plus D.A. 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 D.A. admissible in the Bank from the figure protected.

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 an 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.

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 from 10.6.1986.

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.3,000/- whichever is less.
10.3.8 Recruitment during the period 1.1.1986 to 31.10.1987
Pay fixation of an ex-serviceman who joined the Bank’s service between the period 1.1.1986 and 31.10.1987 would be through protection of pay plus D.A. drawn by him at the time of his release from Armed Forces. The figure of pay plus D.A. 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 D.A. 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.8,000/- whichever is less.

10.3.9 Recruitment 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 pay plus D.A. drawn by him at the time of his release from Armed Forces. The figure of pay plus D.A. 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 D.A. admissible in the Bank from the figure protected. 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 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.8,000/- whichever 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.

An ex-serviceman retiring after 1.1.1996 and getting his pre-retirement pay in the revised scale, on re-employment in the Bank will get his pay refixed as in para (iv) above subject however to the ceiling applicable for his pay fixed in the Bank and the element of pension to be reckoned for this purpose taken together shall not exceed the minimum basic pay of a General Manager in the Bank.

10.3.10 Pay Fixation of Officer Pensioners: Re-employment prior to 1.2.1984
Pay fixation of an ex-service officer pensioner who has joined the bank’s service prior to 1.2.1984 is normally to be fixed at the minimum stage of the pay scale in which a pensioner is re-employed. Where, however, fixing the pay at the minimum, may cause undue hardship to the individual concerned, the
pay may be fixed at a higher stage after allowing an increment for each year of service rendered in a post not lower than that in which he is re-employed. In addition to the pay so fixed, 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.3,000/-, whichever is less. (In doing so pension or pension equivalent of other retirement benefits upto Rs.50/- or Rs.125/- as the case may be ignored). Appropriate yearly increments will accrue yearly on notional pay so arrived at.

With effect from 25th January 1983, in the case of an ex-service officer pensioner retiring before attaining the age of 55, the first Rs.250/- of the pension which included pension equivalent of gratuity and other forms of retirement benefits would be ignored.

10.3.11 Re-employment on or after 1.2.1984

From 1st February 1984 the pay fixation of an ex-service officer on his re-employment in the Bank will be in accordance with the following principles:

The basic pay on re-employment in the Bank, would be fixed at the minimum of the pay scale of the post in which the ex-service officer is re-employed.

If the emoluments (excluding HRA, CCA, if any), of the officer with reference to the minimum of the scale of pay in the Bank fall short of the emoluments (i.e. basic pay + DA etc. excluding HRA & CCA) drawn by him a the time of his retirement, his pay on re-employment will be fixed in such a manner that such emoluments are protected. If however, it does not workout to an exact stage in the pay scale, the pay will be fixed at stage immediately below the stage at which the pre-retirement emoluments are protected.

After the pay has been so fixed in terms of (a) and (b) above, the total emoluments will be reduced as under:

From 1.2.1984 upto 31.3.1986 by the total pension and pension equivalent of gratuity after ignoring the first Rs.250/- and

With effect from 1.4.1986 by the total pension and pension equivalent of gratuity after ignoring the first Rs.500/-.

After basic pay of the officer has been fixed in terms of sub para (a) and (b) above he will earn the normal increments.

In addition to the pay so fixed as mentioned above, 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.3,000/- whichever is less.

In the case of ex-service officers who are already on re-employment in the Bank, the Pay may be fixed on the above basis with effect from 1.4.1986.
provided they opt. If they so opt, their terms would be determined afresh as if they have been re-employed for the first time from 1.4.1986.

Seniority or other service conditions of ex-service officers will not be affected in any way on account of their option for refixation of their pay as above.

With effect from 1.1.1986 in addition to the pay so fixed as mentioned above 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.8,000/- whichever is less.

The upper ceiling shall be refixed with reference to the pay scale of a General Manager in Nationalised Banks. Accordingly, while formula for fixation of pay on re-employment of ex-service officers in the public sector bank will be applicable in terms of the existing instructions on the subject issued from time-to-time, the upper ceiling for the purpose of reckoning pay plus pension which was fixed at Rs.8,000/- with effect from 1.1.1986 will be modified and with effect from 1.7.1993 (the date from which the pay scale of officers in the public sector banks have been revised) upper ceiling will be kept at the minimum basic pay in the pay scale of a General Manager of the Nationalised Bank which is at present Rs.12,650/-. This upper ceiling will stand revised as and when revision in the pay scale of officers in the public sector banks takes place. However, the ceiling shall be kept on such revision at the minimum stage of the pay scale of a General Manager of a Nationalised Bank.

All other existing guidelines shall remain the same.

From 1st June 1988 while fixing the initial pay of a re-employed officer pensioner, the pension equivalent of gratuity may not be deducted from the pay so fixed.

With effect from 1.1.1996 the ignorable part of the pension for the purpose of applying the limit of `pay plus pension` is enhanced to Rs.1,500/- in respect of those pensioners who retired before attaining the age of 55 years and hold post in the officer’s cadre in the public sector bank. This enhanced revision will be applicable to those who are re-employed on or after 1.1.1996.

In respect of pensioners who are already on re-employment in the Bank before 1.1.1996 an option may be taken in writing within six months from the issue of this letter if such officers want to come under these orders. The option once exercised shall be final. In case of those opting for revised ceiling under these orders the terms would be determined afresh as if they have been re-employed for the first time from 1.1.1996. Those pensioners not opting for revised ceiling shall continue to be governed with the earlier instructions/guidelines on the subject.

10.3.12 General Guidelines

Ex-servicemen on re-employment in Bank also draw dearness allowance 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 banks all ex-army officers will not draw dearness relief on pension as sanctioned by the Government from time-to-time.

Re-employed ex-servicemen in banks will be eligible to draw dearness relief on the defence pension received by them subject to the following :-

The ex-servicemen held post below the rank of commissioned officer at the time of retirement; and the entire defence pension admissible was ignored while fixing his pay on re-employment; and on re-employment his pay has been fixed at the minimum of pay scale of the post in which re-employed.

Dearness Relief on pension is not payable in case where –the ex-servicemen held a post of the rank of commissioned officer at the time of retirement; and whose pay on re-employment is fixed equivalent to or higher than his last drawn pay;

OR

pay on re-employment is fixed at the maximum of the pay scale applicable to re-employed post;

OR

pay is fixed at the minimum of the pay scale of the post in which re-employed but is more than the pay last drawn; and pay on re-employment has been fixed after ignoring only a portion of the pension received from the previous employment.

The above orders are effective from 18.7.1997.

Banks who have re-employed such ex-servicemen are required to issue certificates to the employees concerned indicating the following :-

the re-employed pensioner retired from military post below the rank of commissioned officer in the Armed Forces.

the entire amount of pension sanctioned by the Central Government was ignored in fixation of the pay on re-employment i.e. no part of the pension was taken into account in such fixation of pay in the pay scale of the post in which the ex-servicemen was re-employed.

the pay of the re-employed ex-servicemen was/is fixed in the minimum of the pay scales of the post in which he had/is been initially re-employed after his retirement from the Armed Forces.

In all other cases of re-employment of ex-servicemen in public sector banks no dearness relief shall be admissible on pension during the period of their re-employment.
Whenever any pay revision/bipartite settlement becomes due the pay fixation of ex-servicemen on their re-employment in the interignum may be done provisionally subject to final settlement.

10.3.13 Re-employment during leave pending retirement/release

An ex-servicemen when employed in Bank during leave pending retirement/release from Armed Forces will draw pay at the minimum of the scales of pay applicable in the Bank. In addition he would continue to receive the leave salary/leave allowance, admissible to him under the rules of Defence Service. Dearness Allowance and other compensatory allowances, if any, would however, be admissible with reference to the pay in Bank only and no DA etc. would be admissible on the leave salary at the rates of Armed Forces.

Further the period of employment in the Bank during leave pending retirement/release will not count for increment towards the period of re-employment after the serviceman acquires the status of Defence pensioner on expiry of leave pending retirement.

In the case of Short Service Commissioned Officer, the leave pending release period, during which he takes up re-employment in the Bank would be taken into account, for computing his military service and for pay fixation on re-employment. Consequently, this period would not count, for any purposes including for grant of increment in the Bank on his acquiring the status of a re-employed bank employee on expiry of leave pending release. The pay in the bank during the leave pending release from the Armed Forces would be determined as in (i) above. However, on expiry of leave pending release, the pay of the Short Service Commissioned Officer would be fixed afresh in accordance with the orders applicable in his case as an ex-SSCO.

10.3.14 Ex-Service Officer Joining Workmen cadre

There is no bar to any Ex-Service Officer joining the workmen’s cadre in the Bank in which case his pay may be fixed as under:

In case where the entire pension and pensionary benefits are not ignored for pay fixation, the initial pay on re-employment shall be fixed at the same stage as the last pay drawn before retirement. If there is no such stage in the re-employed post, the pay shall be fixed at the stage below that pay. If the maximum of the pay scale in which a pensioner is re-employed is less than the last pay drawn by him before retirement his initial pay shall be fixed at the maximum of the re-employed post.

Similarly, if the minimum of the scale of pay in which a pensioner is re-employed is more than the last pay drawn by him before retirement, his initial pay shall be fixed at the minimum of the scale of pay of the re-employed post. However, in all these cases, the non-ignorable part of the pension and pension equivalent of retirement benefits as prescribed from time-to-time shall be reduced from the pay so fixed. The pay for this purpose will include basic pay,
DA, DP, IR etc. but shall exclude compensatory allowances, eg. HRA, CCA, etc.

Those ECOs/SSCOs who are appointed in clerical cadre in the Bank will also be given the benefit of number of years’ service put in by them as ECOs/SSCOs with reference to the pay point corresponding to the minimum of the scale applicable to the clerical cadre/posts in the Bank.

Ex-Servicemen who are graduates may be given increments for graduation under Clause 5.2 part II (A) of the Bipartite Settlement dated 19.10.1966 irrespective of the fact whether they have passed graduation before joining the service of the Bank or afterwords. However, if the 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 after withdrawing such additional benefit and thereafter the two increments for graduation must be given.

(Compendium of Government Guidelines In The Matter of Re-Employment, Pay-Fixation etc. of Ex-servicemen In Public Sector banks (Upfdated as on 31.12.2000), Published by Indian Banks’ association)

10.4 PAY FIXATION OF EX-SERVICEMEN REEMPLOYED IN BANKS AFTER IMPLEMENTATION OF SIXTH PAY COMMISSION (ON OR AFTER 01.01.2006)

Ministry of Finance, Government of India has since clarified that in respect of re-employment taking place on or after 01.01.2006 pre-retirement pay for those retired after 01.01.2006 means the pay in the pay band plus grade pay. Therefore, Ex-servicemen re-employed in the Bank who retired from the defence services on or after 01.01.2006 are eligible to pay fixation in the Bank based on the pay drawn by them at the time of discharge from the defence services which would include band pay plus grade pay but does not include MSP.

(CDO/IR/SPL/2 dated 04.04.202)
CHAPTER-11
PAYMENT OF 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.

11.1 SALARY OR WAGE FOR THE PURPOSE OF BONUS

Salary or wage for the purpose of bonus calculation shall mean, Basic Pay including Special Pay, all Special Allowances, Dearness Allowance, City Compensatory Allowance and Special Compensatory Allowance.

For the purpose of defining an employee under the Payment of Bonus Act 1965, the ceiling on salary wage is Rs. 10,000/-. As such, employees whose salary/wage does not exceed Rs.10,000/- per mensem are eligible for bonus.

Minimum bonus is payable to eligible employees at 8.3% of the salary/wages, subject to maximum of Rs.3500/-, where the salary/wage of an employee exceeds Rs.3500/- per mensem, the bonus payable to such employees is to be calculated as if his salary/wage were Rs.3500/- per mensem. As such, employees whose salary/wage exceeds Rs.3500/- per mensem but does not exceed Rs.10,000/- per mensem shall get bonus on salary/wage of Rs.3500/-.

Where an employee’s salary or wage as on 31st March, was over Rs.10000/- p.m. but did not exceed Rs.10,000/- 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.10,000/- p.m. i.e. where an employee commences drawing more than Rs.10,000/- 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.

11.2 Minimum “Service” Eligibility For Bonus

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.

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.

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;

iv) 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.

11.3 LEAVE AND PRO-RATA BONUS

For the purpose of bonus, ordinary leave; sick leave (including additional sick leave but not extraordinary leave) and maternity leave shall rank as service. 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.

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.
CHAPTER 12

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)

12.1 General instructions

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.

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.

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.

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.
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.

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.

An employee who overstay 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 overstay and shall further be liable for disciplinary action.

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.

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.

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.

An employee on leave shall, unless otherwise instructed to the contrary, return for duty to the place at which he was last posted.

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.

Absence without leave or overstay 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.

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.
Leave may not be granted to an employee under suspension or against whom proceedings are pending.

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.

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.)

12.2 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)

b) If the employee subsequently avails himself of leave without prior sanction, he should be advised in writing. (Annexure)

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) 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).

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.

12.2.1 Casual Leave (SETTLEMENT DTD. 31.3.1967)

An employee shall be entitled to casual leave upto 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 upto 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.
Chapter - 12

Leave Rules

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)

12.2.2 Privilege Leave

Privilege leave can be accumulated upto a maximum period of 240 days w.e.f. 1.1.90.

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.

12.2.2.1 Accrual of privilege leave

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.

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)
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.

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.

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:IR: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.

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).

Period of special leave granted to sportsmen employees may be treated on par with casual leave for the purpose of computing privilege leave.

12.2.2.2 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.

12.2.2.3 General Instructions Relating To Privilege Leave

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). Employees should, therefore, plan their leave programme sufficiently in advance with a view to adhering to the stipulations referred to above.

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.

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.

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.

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.

12.2.3 SICK LEAVE (SETTLEMENT DTD. 17.9.1984)

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.

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.

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.

All sick leave shall be granted to an employee on production of a medical certificate acceptable to the Bank.

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.

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 smallpox, tuberculosis, etc. or when the period of leave on medical grounds exceeds a fortnight.

12.2.4 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.

12.2.5 EXTRAORDINARY LEAVE ON LOSS OF PAY

( PA: CIR: 37 DTD. 29.6.1983)

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.

In very special circumstances, the Chief General Manager may condone absence of an employee beyond 360 days.

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.

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.

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.

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.

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.

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.

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.

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.

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.

All cases of extraordinary leave should be referred to the controlling authority for sanction.

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.

12.2.5.1 General Instructions Relating To, Absence On Extraordinary Leave On Loss Of Pay (PA:CIR:IR:37 DTD. 29.6.1983)

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.

12.2.6 MATERNITY LEAVE

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.

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.

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.

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)

Sick/maternity leave particulars should be incorporated in the leave record in the undernoted format.

<table>
<thead>
<tr>
<th>Balance</th>
<th>Maternity Leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Sick Leave)</td>
<td>No. of time</td>
</tr>
<tr>
<td>(19)</td>
<td>(20)</td>
</tr>
</tbody>
</table>
12.2.6.1 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.

12.2.6.2 SANCTION OF EXTRA ORDINARY LEAVE IN CONTINUATION OF MATERNITY LEAVE (CDO/P&HRD-IR/10/2011-12 DATED 13.04.2011)

Extra-ordinary leave on loss-of-pay may be granted to female employees, in continuation of maternity leave provided:

(i) When no privilege leave is due to her and when having regard to her length of service, sick leave is not considered justified by the authority empowered to grant leave.

(ii) Such leave may be sanctioned when applied for in continuation with the Maternity leave and for the reasons of:

   (a) Post-natal care/rearing of newly born child etc. or

   (b) On health ground of the lady employee supported by satisfactory medical certificate.

(iii) Subject to any other rule, such leave may be granted in combination with or in continuation of any kind of leave.

(iv) Extra-ordinary leave on loss-of-pay may not be granted for more than 360 days during the entire period of service. Such leave may not be availed of for more than 180 days at a time.

(v) Sanction of such Extra-ordinary leave should be done after critically examining merit of each case and decision to be taken on case-to-case basis.

(vi) 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. Such leave will also not count for pension and seniority of the employee will be affected to the extent of such leave granted to her.
(vii) Whenever extraordinary leave on loss of pay is availed by/granted to an employee, suitable noting should be made in the service sheet of the employee to enable the concerned controlling authority to take proper care thereof while releasing next annual increments.

(ix) All other instructions relating to Extra-ordinary leave shall be applicable in such cases.

12.2.7 PROVISION OF SPECIAL LEAVE FOR EX-SERVICEMEN / DISABLED EX-SERVICEMEN

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.

12.2.7.1 Disabled ex-servicemen

Special casual leave up to 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

12.2.7.2 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.

12.2.8 SPECIAL LEAVE of various kinds
12.2.8.1 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.

12.2.8.2 Special leave - Family Planning Scheme


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.

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.

**Office-bearers of union/association**

As per the said provision in the 8th Bipartite Settlement, 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
   
   Upto 21 days in a calendar year.

   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
   
   Upto 17 days in a calendar year.

   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.

C. Office Bearers of the Executive Committee of the State or Regional level units of All India Workman Unions/Associations
   
   Upto 7 days in a calendar year.

   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.
Chapter - 12 Leave Rules

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.

Such office bears are to be nominated by the All India Workmen Unions/Associations.

Special/additional/special casual of 18 days in each calendar year 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.

12.2.8.3.1 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 upto a maximum of 3 months as privilege or sick leave if such leave is otherwise permissible.

12.2.8.3.2 Special casual leave to join auxillary 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 alongwith his application to the controlling authority.

12.2.8.3.3 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.

12.2.9 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.

12.2.10 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.

12.2.11 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.

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 : .......................

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.

12.2.12 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
   Central Office establishments (HR)

12.2.13 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:-

12.2.13.1 Curfew in residential area : special leave

When curfew is imposed during entire working hours :-

\[\text{Designation} \]
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.

12.2.13.2 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.

12.2.13.3 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.

12.2.13.4 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.

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.

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.

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.

12.2.13.5 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.
12.2.13.6 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.

12.2.13.7 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.

12.2.14 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.

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.

12.2.15 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.

12.2.16 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.

12.2.17 SPECIAL LEAVE : CONCILIATION PROCEEDINGS

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.

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.

12.2.18 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.

12.2.19 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

12.2.20 ABSENTEE REGISTER

An ‘Absentee Register’ should be maintained on the lines of the format given at Annexure 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.
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.

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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.
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.

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ANNEXURE

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

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.
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

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

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

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</th>
<th>Initial remarks</th>
<th>Remarks</th>
</tr>
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<tr>
<td>(1)</td>
<td>(2)</td>
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12.2.21 LEAVE FARE CONCESSION/ENCASHMENT OF LEAVE

LEAVE FARE CONCESSION

12.2.21.1 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.

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 availment 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.

12.2.21.2 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.

12.2.21.3 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. For the purpose of medical facilities and leave fare concession, the expression ‘family’ of an employee shall mean:
a. The employees spouse, wholly dependent unmarried children (including step children and legally adopted children), wholly dependent physically challenged brother/sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.

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

(CDO/P&HRD-IR/16/2010-11 dated 23.06.2010)

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.

In respect of parents of married lady employees for grant of medical aid :

(i) The married lady employees may be eligible to claim reimbursement of medical expenses in respect of her parents if she gives a declaration that though her parents are living separately from her, they are still dependent on her. This is also subject to income criterion and other provisions relating to dependents.

(ii) The stipulation that the lady employee is the only earning member of the family has also been dispensed with.

(iii) All other instructions in regard to provision of medical aid to married lady award staff shall remain unchanged.

Further 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)

12.2.21.4 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.

12.2.21.5 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.

12.2.21.6 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)

12.2.21.7 **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 availment 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 availment 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)

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.

12.2.21.8 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.

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.

12.2.21.9 Entitled class

With effect from 27th April 2010 (date of the 9th Bipartite settlement), leave fare concession payable will be the actual return railway fare or steamer fare incurred by the workman and members of his family subject to the following:

a) For availment of leave fare concession under a 2 year block for visit to any place within India, the maximum permissible distance shall be 2500 km. for subordinate staff and 2000 km. for non-subordinate staff.
b) For availing of leave fare concession under a 4 year block for visit to any place in India, the maximum permissible distance shall be 5000 km. for subordinate staff and 4000 km. for non-subordinate staff.

(ii) With the effect from the date of settlement, the class of fare to which the workman and the members of his family would be entitled, shall be as follows:

**12.2.21.9.1 Subordinate Staff:**

AC III Tier for the journey by mail/express train.

**12.2.21.9.2 Non-subordinate Staff:**

AC II Tier for the journey by mail/express train.

Provided further that where the non-subordinate employee and / or members of his family undertake travel by air either to his place of domicile or to any other place for rest and recuperation within India, he shall be entitled to be reimbursed the actual air fare so incurred or the AC II Tier class fare by train by a direct route in case of travel to place of domicile to the extent of the maximum admissible distance in case of travel to any other place for rest and recuperation, during the two year/four year block respectively, whichever is less.

(iii) An employee and/or members of his family, when availing leave fare concession may undertake travel by any mode of surface transport between places and the employee will be eligible to claim in respect of such journey his actual expenditure or the notional train fare by the entitled class for the distance so travelled, whichever is less, within his overall entitlement.

For the purpose of this sub-clause, travel by any approved mode of surface transport would mean such travel undertaken through any public transport or transport (including taxi) operated by agencies / tour operators approved by appropriate Government authorities or motor car owned by the employee with permission of the Bank.

(iv) By exercising an option anytime during a block of 2 years or 4 years, as the case may be, an employee can either undertake travel availing of leave fare concession and claim reimbursement upto his entitlement or to encash the facility for the concerned block. The option so exercised shall be irrevocable for the block concerned. On opting to encash the facility, he will be entitled to receive a lump sum equivalent to 75% of notional train fare for the admissible distance (depending on a 2 year or 4 year block) by the entitled class, subject to deduction of admissible tax at source. Leave Fare Concession for travel to place of domicile is not encashable. An employee opting to encash his LFC shall prefer the claim for himself and his family members only once during the block / term in which such encashment is availed of. The facility of encashment of
privilege leave while availing of Leave Fare Concession is also available while encashing the facility of LFC.

Provided, however that an employee so encashing the facility of leave fare concession shall proceed on leave for a minimum period of one day.

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

12.2.22 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.

12.2.23 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)

12.2.24 Place of destination accessible by road only, partly by road/ train/ steamer etc. (PER:IR:3:1995-1996)

Effective from 2\textsuperscript{nd} 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)

12.2.25 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 perforced 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.
12.2.26 **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.

**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.

12.2.26.1 **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.

12.2.26.2 **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).
12.2.26.3 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.

12.2.26.4 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 any where 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
upto 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.

12.2.26.5 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.

12.2.27 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.

12.2.28 Miscellaneous instructions (SETTLEMENT DTD. 31.3.1967)

12.2.28.1 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 thereafter are satisfactory.

**12.2.28.2 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.

**12.2.28.3 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)
Chapter - 12  

Leave Rules

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 SBAR 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  General Manager concerned Office

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.

i) 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.

12.2.28.4 Leave fare concession: husband/wife employed in the Bank

(PA:CIR:24: DTD. 24.5.1983)

The procedure for obtention of 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.

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 distance may be permitted.

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.

12.2.28.5 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.

12.2.28.6 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)/Astt. General Manager for Zonal Office/Local Head Office employees respectively.

12.2.29 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 upto his entitlement or to encash the facility for the concerned block. The option so exercised shall be irrevocable for the block concerned. On opting to encash the facility, he will be entitled to receive a 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.


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 av ailment of LFC under 2 year block - maximum 15 days either in each block or 30 days in one block. And for av ailment 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.

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.

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.

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.

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).

The amount earned by encashment of leave is not to be treated as “Salary/Wages” for the purpose of bonus.

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.
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.

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.

### Place of posting

<table>
<thead>
<tr>
<th>Authority</th>
<th>Place of posting</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Employees working at branches in a region</td>
</tr>
<tr>
<td></td>
<td>Respective Asstt. General Managers</td>
</tr>
<tr>
<td>ii)</td>
<td>Employees working at branches under the control of Dy. General Managers</td>
</tr>
<tr>
<td></td>
<td>Respective Dy. General Managers</td>
</tr>
<tr>
<td>iii)</td>
<td>Employees working at branches headed by the Dy. General Manager</td>
</tr>
<tr>
<td></td>
<td>Respective Dy. General Managers</td>
</tr>
</tbody>
</table>
iv) Employees working in Respective
   Zonal Offices Dy. General Managers
v) Employees working in Asstt. General Manager
   Local Head Office/Central (Office Administration Dept.)
   Office establishments at LHO/Central Office

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.

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)</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)</td>
<td>Encashment of accumulated leave at the credit of an employee at the time of retirement</td>
</tr>
<tr>
<td></td>
<td>As per (a) above.</td>
</tr>
<tr>
<td>c)</td>
<td>Encashment of privilege leave upto a maximum limit of 30/15 days, while proceeding on leave fare concession, once in 4/2 years.</td>
</tr>
<tr>
<td></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>
12.2.31 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/-

12.2.32 RECORD OF LEAVE ENCASHERMENT

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.

12.2.33 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.
The Branch Manager/Asstt. General Manager, 
State Bank of India, 
........................................

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

The Branch Manager/Asst. General Manager

State Bank of India,

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

(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>
<th>Fare</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</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: ........................................
Chapter - 12

Date when leave fare concession was last availed of........................................
Designation : ........................................
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/-

..............................................................
(Signature of Employee)

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.
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>1. ..........................................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. ..........................................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. ..........................................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. ..........................................................</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. ..........................................................</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Particulars of the Railways/Steamer/Bus tickets purchased for the onward and return journeys :
Chapter - 12

Leave Rules

<table>
<thead>
<tr>
<th>No. of</th>
<th>From</th>
<th>To</th>
<th>Class</th>
<th>Tickets/ Travel</th>
<th>Date</th>
<th>Cost of each money</th>
<th>No. of tickets</th>
<th>Total Amount of</th>
<th>Actual Fare Rs. P.</th>
</tr>
</thead>
</table>

Total Rs...........................................

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
Annexure

The Branch/Asstt. General Manager, Name:
State Bank of India, Office Administration, Designation:
...........................................
Branch/Department:
Date: .........................

Dear Sir,

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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantive Salary</td>
<td>...</td>
</tr>
<tr>
<td>Acting Allowance (In the case of employees holding permanent posts)</td>
<td>...</td>
</tr>
<tr>
<td>House Rent Allowance</td>
<td>...</td>
</tr>
<tr>
<td>Dearness Allowance</td>
<td>...</td>
</tr>
<tr>
<td>City Compensatory Allowance</td>
<td>...</td>
</tr>
<tr>
<td>Adjusting Allowance</td>
<td>...</td>
</tr>
<tr>
<td>Personal Allowance</td>
<td>...</td>
</tr>
<tr>
<td>Other allowances (if any)</td>
<td>...</td>
</tr>
<tr>
<td>Total</td>
<td>...</td>
</tr>
</tbody>
</table>

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)
Chapter - 12

Privilage 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

Head of Department Checked 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-13

**HOURS OF WORK, STAGGERING OF WORKING HOURS AND OVERTIME**

#### 13.1 HOURS OF WORK

(SETTLEMENT DTD. 31.03.1967 & 10.04.1989)

**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>(Hours per day)</th>
<th>Weekdays (excluding Saturdays)</th>
<th>Saturdays</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Workmen other than members of the subordinate staff (excluding category (iii) below) and Special Assistants</td>
<td>6½</td>
<td>4</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>
<td>8</td>
</tr>
<tr>
<td>iii) Members of the Subordinate Staff other than Drivers and Watch and Ward Staff</td>
<td>7</td>
<td>4½</td>
</tr>
<tr>
<td>iv) Drivers</td>
<td>7½</td>
<td>5</td>
</tr>
<tr>
<td>v) Maintenance Staff including A.C. Plant Operators, Control Room Operators and Firemen</td>
<td>7½</td>
<td>7½</td>
</tr>
</tbody>
</table>

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.

13.1.1 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.

13.1.2 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.

13.1.3 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.
Chapter - 13  
Hours of Work, Staggering of working hours and Overtime

13.3  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.

13.3.1  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.

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.

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.

The working hours of the workmen staff can be staggered as per the actual requirements, within the following framework.

(Settlement. 8.9.1983)
Chapter - 13  
**Hours of Work, Staggering of working hours and Overtime**

i) **CLERICAL STAFF**

<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</td>
<td>Upto two hours after closing time</td>
</tr>
<tr>
<td>viii) Branch clearing work hours.</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</td>
<td>Upto three hours before normal working hours.</td>
</tr>
</tbody>
</table>
their farms)

xiii) Work at Data Processing Centres (as most of the input documents arrive only by, say 2 p.m.) Upto four hours after office working hours.

ii) CASH DEPARTMENT STAFF

The working hours of cashiers (including those getting special allowance) and Cash coolies/Messengers can be staggered upto 2 hours before or after normal office working hours in the following manner:

<table>
<thead>
<tr>
<th>At branches where the number of Cashiers</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>is less than 3</td>
<td>NIL</td>
</tr>
<tr>
<td>is between 3 and 5</td>
<td>1 Cashier</td>
</tr>
<tr>
<td>is between 6 and 10</td>
<td>2 Cashiers and one Cash Coolie/Messenger</td>
</tr>
<tr>
<td>is between 11 and 25</td>
<td>3 Cashiers and one Cash Coolie/Messenger</td>
</tr>
<tr>
<td>is between 26 and 35</td>
<td>3 Cashiers and 2 Cash Coolies/Messengers</td>
</tr>
<tr>
<td>is between 36 and 50</td>
<td>6 Cashiers and 2 Cash Coolies/Messengers</td>
</tr>
<tr>
<td>is 50 and over</td>
<td>8 Cashiers and 3 Cash Coolies/Messengers</td>
</tr>
</tbody>
</table>

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/</td>
<td>Upto two/three hours either before commencement or after close of normal working hours.</td>
</tr>
</tbody>
</table>
department of a large branch
and administrative office for
attending to the staff whose
duty hours are staggered.

ii) Drivers

As per the existing arrangement at
different offices. Any change may
be made in consultation with the
Circle Union.

---------------------------------------------------------------------------------------------------

**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 upto 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.

13.4 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.

13.4.1 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 Calculation Of Overtime Wages

(BIPARTITE SETTLEMENT DTD. 31.3.1967)

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.

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:

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.

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.

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.

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.

13.5.1 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.

13.5.2 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.

13.5.3 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.

13.6 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>.01</td>
<td>.011</td>
<td>.013</td>
</tr>
<tr>
<td>2</td>
<td>.02</td>
<td>.023</td>
<td>.026</td>
</tr>
<tr>
<td>3</td>
<td>.03</td>
<td>.034</td>
<td>.040</td>
</tr>
<tr>
<td>4</td>
<td>.04</td>
<td>.045</td>
<td>.053</td>
</tr>
<tr>
<td>5</td>
<td>.05</td>
<td>.057</td>
<td>.066</td>
</tr>
<tr>
<td>6</td>
<td>.06</td>
<td>.068</td>
<td>.080</td>
</tr>
<tr>
<td>7</td>
<td>.07</td>
<td>.079</td>
<td>.093</td>
</tr>
<tr>
<td>8</td>
<td>.08</td>
<td>.091</td>
<td>.106</td>
</tr>
<tr>
<td>9</td>
<td>.09</td>
<td>.102</td>
<td>.120</td>
</tr>
<tr>
<td>10</td>
<td>.10</td>
<td>.113</td>
<td>.133</td>
</tr>
<tr>
<td>20</td>
<td>.20</td>
<td>.227</td>
<td>.266</td>
</tr>
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<td>.30</td>
<td>.340</td>
<td>.400</td>
</tr>
<tr>
<td>40</td>
<td>.40</td>
<td>.453</td>
<td>.534</td>
</tr>
<tr>
<td>50</td>
<td>.50</td>
<td>.570</td>
<td>.666</td>
</tr>
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<td>.60</td>
<td>.680</td>
<td>.800</td>
</tr>
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<td>70</td>
<td>.70</td>
<td>.793</td>
<td>.933</td>
</tr>
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<td>.80</td>
<td>.910</td>
<td>1.066</td>
</tr>
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<td>90</td>
<td>.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 i)</td>
<td>Total amount of overtime paid during the month under report</td>
<td>Rs...........</td>
</tr>
<tr>
<td></td>
<td>Total amount of overtime paid upto the end of month under report.</td>
<td>Rs...........</td>
</tr>
<tr>
<td>C i)</td>
<td>Maximum hours of overtime permitted to any employee during the current month.</td>
<td>.............</td>
</tr>
<tr>
<td></td>
<td>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 i)</td>
<td>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>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 Rs.
quarterm the previous year

(b) Total amount of overtime paid in the last quarter Rs.
of the current year.

(c) (i) The number of employees who exceeded the Clerical/Cash
ceiling of overtime in the last quarter /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 Clerical/Cash
of overtime as at the end of the current quarter /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)
(Rs. (i.e. 1st January to the end of the current quarter (to be ii) hours
worked out as in (d) above)0
ANNEXURE-13.4

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

ANNUAL OVERTIME REPORT

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>For the year ending March, 20</th>
<th>For the year ending March, 20</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</td>
<td></td>
<td></td>
</tr>
<tr>
<td>paid excluding the amount of salaries and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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 As on 1st  As on 31st
   overtime work i.e., excluding godown  April March
   watchmen, guards, sweepers, domestic A  B
   servants etc.

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

UNIFORM AND LIVERIES

14.1 ELIGIBILITY & PERIODICITY OF SUPPLY

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)

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.

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.

14.2 ITEMS OF UNIFORM

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.

14.2.1 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 - Total 3 pairs
    2 nylon + 1 woollen or in a year.
    2 woollen + 1 nylon or 3 nylon in a year
xi) Shoes black A pair per year
xii) “SBI BANK GUARD” Chromium plated buckle Life 3 to 5 years

14.2.2 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.
14.2.3 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

14.3 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.

14.4 TYPE AND COST OF CLOTH FOR UNIFORMS
14.4.1 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)

Name of the Mill Brand
iii) Bombay Dyeing Moderate
iv) Mafatlal Fabrics Pluto
v) Mafatlal Fabrics Attract
vi) Tata Sulabh
14.4.2 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.

14.5 Uniforms for female employees

14.5.1 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)</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><strong>TOTAL COST</strong></td>
<td><strong>Rs. 350</strong></td>
</tr>
</tbody>
</table>

14.5.2 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).

14.6 PROCUREMENT OF CLOTH AND STITCHING OF UNIFORMS

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.

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.

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.

The Branch Managers should satisfy themselves that the quantity of cloth (per uniform) asked for by the tailor is reasonable.

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.

14.6.1 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.

14.7 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 Dt. 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 Dt.05.07.1990)

14.8 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.

14.9 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

STATEMENT SHOWING PARTICULARS OF EXPENDITURE
FOR SUPPLY OF UNIFORMS

<table>
<thead>
<tr>
<th>Number of uniforms supplied</th>
</tr>
</thead>
<tbody>
<tr>
<td>Messengers</td>
</tr>
<tr>
<td>Watchmen/Bank Guards</td>
</tr>
<tr>
<td>Sweepers/Gardeners</td>
</tr>
<tr>
<td>Other menial staff, if any</td>
</tr>
<tr>
<td>Total</td>
</tr>
<tr>
<td>A) .......................... metres of cloth purchased</td>
</tr>
<tr>
<td>at Rs. ......................per metre.  Rs. ......................</td>
</tr>
<tr>
<td>B)  Total tailoring charges at</td>
</tr>
<tr>
<td>Rs. ........................per set of uniform  Rs. ......................</td>
</tr>
<tr>
<td>Total cost  Rs. ......................</td>
</tr>
</tbody>
</table>

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 ..............................
15.1 **ELIGIBILITY**

Medical facilities are available to workmen employees and their family members under the following schemes:-

(i) Annual Medical Aid.

(ii) Improved Medical Aid (specified serious diseases) Scheme.

(iii) Hospitalisation Scheme.

15.2 **Definition of family**

For the purpose of medical facilities,

(i) The expression ‘family’ of an employee shall mean the employee’s spouse, wholly dependent unmarried children (including step children and legally adopted children), wholly dependent physically challenged brother/sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.

(CDO/P&HRD-IR/16/2010-11 dated 23.06.2010)

The facility of medical aid may be allowed in case of a married daughter of the employee only in exceptional circumstances, such as where she has been divorced, abandoned or separated from her husband and is residing with and is wholly dependent on the employee.

(CDO:IR:CIR:19 dated 21.05.1998)

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

The term ‘parents’ shall include legally adopted parents, step mother wholly dependent on an employee but shall not include step father.

(iii) A married female employee may include her natural parents or parents-in-law under the definition of family – but not both. The married lady employees may be eligible to claim reimbursement of medical expenses in respect of her parents if she gives a declaration that though her parents are living separately from her, they are still dependent on her. This is also subject to income criterion and other provisions relating to dependents.
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.

(PER:IR:CIR:34 dated 16.02.1987)

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”.


Clarification:

(i) If dependent parent(s) of an employee fall ill at a station other than the head quarters of the family during a casual visit, the benefit shall be available to him in respect of such treatment taken at the station where the dependent parent(s) fall ill. Such an outstation treatment shall not be admissible if the parent(s) resides at that station except stated otherwise.

(ii) If an employee is transferred to another station but whose family remains at the old head quarters, the benefit shall be available in respect of the members of the family at the old head quarters for good and sufficient reasons.

iii) 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 employee 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.

15.3 ANNUAL MEDICAL AID

The reimbursement of medical expenses under Annual Medical Aid Scheme shall be restricted to an amount of Rs. 2000/- per annum with effect from 01.11.2007.

(CDO/P&HRD-IR/16/2010-11 dated 23.06.2010)

Note:

a) For the year 2007, the reimbursement of medical expenses under medical aid scheme shall be enhanced proportionately for 2 months i.e. November & December 2007.

b) The quota for the calendar year shall automatically get created in the system at the beginning of the year for the eligible employees, and unless claimed, shall remain valid for carry over upto 3 calendar years.

c) 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.

d) In case of new recruits, reimbursement of medical expenses up to full annual quota is allowed in the first year, irrespective of their joining the service in that year.

 e) Reimbursement of medical expenses of the workmen and his family will be made through HRMS and the online application will be treated as valid request for reimbursement.
f) HRMS has been configured for quota creation from 2010 onwards only. Employees who have previous years (2008 & 2009) unexhausted balance need to claim it manually from the respective branch/office.

Suspended employees getting subsistence allowance from HRMS system shall also be eligible for the reimbursement of such annual medical aid.

In case the employees on unauthorized absence and not paid salary through HRMS, manual application needs to be taken and forwarded to respective Circle HRMS team for direct input in system for payment as on-line reimbursement facility shall not be available to employees who have not been paid salary through HRMS.

15.4 IMPROVED MEDICAL AID (SPECIFIED SERIOUS DISEASES) SCHEME

(A) Expenses are also reimbursed to the workmen staff for treatment of themselves in respect of the following 23 serious diseases with or without hospitalisation. In case of treatment of dependent family members reimbursement is made to the extent of 75% of the admissible expenses. The bills for treatment of the employee as well as family members are paid by debit to Charges Account. (CDO:IR:CIR:54: DTD. 18-12-2001)

1. List of Diseases :

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the disease</th>
<th>S.No.</th>
<th>Name of the disease</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Tuberculosis</td>
<td>xiv</td>
<td>Dog bite/Snake bite</td>
</tr>
<tr>
<td>ii</td>
<td>Cancer</td>
<td>xv</td>
<td>Epilepsy if there is 'Status Epilepticus'</td>
</tr>
<tr>
<td>iii</td>
<td>Leprosy</td>
<td>xvi</td>
<td>Non-alcoholic Cirrhosis of Liver</td>
</tr>
<tr>
<td>iv</td>
<td>Mental diseases</td>
<td>xvii</td>
<td>Haemophilia</td>
</tr>
<tr>
<td>v</td>
<td>Accidents of a serious nature</td>
<td>xviii</td>
<td>Purpura</td>
</tr>
<tr>
<td>vi</td>
<td>Cardiac ailment</td>
<td>xix</td>
<td>Thalassaemea</td>
</tr>
<tr>
<td>vii</td>
<td>Kidney ailments</td>
<td>xx</td>
<td>Typhoid with complications like</td>
</tr>
<tr>
<td>viii</td>
<td>Paralysis</td>
<td>(a) Intestinal Perforation or intestinal obstruction.</td>
<td></td>
</tr>
<tr>
<td>ix</td>
<td>Tumour</td>
<td>(b) Typhoid Psychosis or Brain damage.</td>
<td></td>
</tr>
<tr>
<td>x</td>
<td>Small Pox</td>
<td>xxi</td>
<td>Parkinsons disease</td>
</tr>
<tr>
<td>xi</td>
<td>Pleurisy</td>
<td>xii</td>
<td>Cerebral Palsy</td>
</tr>
<tr>
<td>xii</td>
<td>Diphtheria</td>
<td>xiii</td>
<td>AIDS</td>
</tr>
<tr>
<td>xiii</td>
<td>Cerebral Malaria</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Clarifications:

The undernoted diseases are covered under the list of existing serious diseases as under:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the disease</th>
<th>Covered under existing serious diseases</th>
</tr>
</thead>
<tbody>
<tr>
<td>i)</td>
<td>Polio</td>
<td>Paralysis</td>
</tr>
<tr>
<td>ii)</td>
<td>All strokes leading to Paralysis</td>
<td>Paralysis</td>
</tr>
<tr>
<td>iii)</td>
<td>Haemorrhages caused by accidents</td>
<td>Serious accidents</td>
</tr>
<tr>
<td>iv)</td>
<td>HIP Replacement</td>
<td>Serious accidents</td>
</tr>
<tr>
<td>v)</td>
<td>Lithotripsy (Gall Bladder/Kidney stones)</td>
<td>Kidney diseases</td>
</tr>
<tr>
<td>vii)</td>
<td>Cost of limbs including replacements through surgery</td>
<td>Serious accidents</td>
</tr>
<tr>
<td>viii)</td>
<td>Leukemia</td>
<td>Cancer</td>
</tr>
</tbody>
</table>

The reimbursement of expenses for these diseases will be made accordingly.

2. ‘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.

3. In the under noted types of investigations, 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.

4. Medical expenses incurred for treatment of psychiatric disorder in respect of eligible family members may be considered for reimbursement upto the permissible extent 75% under the Scheme, subject to the following:

“The cost of medicines etc. in respect of domiciliary treatment shall be reimbursed for the period stated in the specialist’s prescription. If no period is stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.”

(CDO:IR:7468 dated 12.03.1999)

15.4.1 Reimbursement Of Expenses :-

1. Reimbursement of expenses will be made by debit to Charges Account in accordance with the schedule of reasonable charges prepared by the Circles for their centres for the prolonged treatment with/without hospitalisation of employees themselves in respect of the 23 specified serious diseases referred to above.

2. In respect of these diseases, reimbursement of medical expenses for treatment for members of family of the staff will be made to the extent of 75% of the admissible expenses by debit to Charges Account.

15.4.2 Schedule of Reasonable Charges :-

(I) Each Circle will draw the schedule of reasonable charges based on the rate for economy or lower class bed in a hospital run by Government / Corporation / Trust at LHO centres / Zonal Office centres or within the entitled bed charges, whichever is lower. Entitled bed charges w.e.f. 02.09.2011 are given below:

<table>
<thead>
<tr>
<th>Bed Charges</th>
<th>Rs. 800/-* per day</th>
</tr>
</thead>
<tbody>
<tr>
<td>ICU Charges</td>
<td>Rs.2000/-* per day</td>
</tr>
</tbody>
</table>

(*The revised rates shall be valid for period of 5 years. These are indicative highest rates and if at any centre bed / ICU charges are lower, the local rates shall prevail, and the LHO may fix their rates (lower than the rates mentioned above) accordingly.

(e Circular No.CDO/P&HRD-IR/61 dated 02.09.2011)

(II) The schedule of reasonable charges is drawn by the Circles for various medical services for their centres in accordance with the guidelines contained in our letter No. PER:IR:2849 dated the 26th August 1994. These schedules, after approval by the Circle Chief General Manager shall form the basis for reimbursement of medical expenses under the scheme.
(III) Once the schedule of reasonable charges has been finalized, vetted by the Senior Medical Officer at LHO and approved by the Chief General Manager of the Circle, no deviation thereto shall be permitted.

(IV) The periodicity of review of schedule of charges is two years.

( CDO:IR:SPL:152 dated the 29th August 2000)

(V) While drawing up comparable charts for determining schedule of reasonable charges, apart from considering charges in Government/Corporation hospitals and/or in reputed trust hospitals for their economy or lower class of bed, charges in comparable, reputed private hospitals at the centre for their economy or lower class of beds may also be considered for determining the schedule of reasonable charges.


15.4.3 Common Irregularities observed in Implementation of the Scheme:-

i) Employees are not taking treatment at the place of their posting. Prior permission as required in such cases is not being obtained.

ii) Employees are opting for treatment at distant stations/metro centres, although similar treatment is available at nearby towns/ metro centres.

iii) 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.

iv) Employees are approaching consultants and admitting themselves in a class of bed higher than 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.

v) 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, anaestheist’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.
vi) 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 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.

vii) Certificate/undertaking with regard to dependents income being within the prescribed ceilings of Rs.3,500/- is not obtained from the employees.

viii) 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 pro forma duly signed by the recommending authority.

ix) Explicit comments of the Senior Medical Office/Medical Officer on the admissibility and eligibility 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 such as “the bills are in order subject to the satisfaction of Bank’s laid down norms “ are not acceptable.

x) 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.

xi) 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 verification.

xii) Quarterly returns on improved Medical Aid Scheme are not being submitted and where submitted, delay has been observed.

15.4.4 Important Points/Guidelines For Processing Officials/ Sanctioning Authorities :-

i) Whether the medical bills being put up to the sanctioning authority are on the pro forma on the lines of Annexure- III (i) and information has been furnished against all the points.
ii) Whether the disease / ailment for which expenses are claimed is one of the specified serious diseases.

iii) In case of hospitalisation, whether discharge summary and / or certificate to this effect by the attending physician are enclosed with the medical bills and are in order.

iv) Whether the employee has taken treatment in a class of bed as per his/ her entitlement.

v) Whether the expenses claimed in the bills are in line with the schedule of reasonable charges prepared for the centre at which the treatment has been taken.

vi) Whether the bills have been scrutinised by the Bank’s Medical Officer with reference to the admissibility and reasonableness of the charges claimed by the employee vis-à-vis the schedule of charges.

vii) In case of an employee occupying a bed beyond his / her entitlement, whether the difference in the bill amount of the hospital and entitlement of the employee has been recovered from the employee.

viii) In case of outstation treatment, whether the employee had obtained approval of the Bank, duly recommended by the Bank’s Medical Officer along with medical certificate from the referring physician at the parent centre, giving reasons and justification for such reference to another centre, and the same is enclosed with the bill. In case of emergency, whether post-facto approval has been obtained from the appropriate authority.

ix) While settling bill of an employee involving accident of serious nature, certificate should be obtained from the employee to the effect that he has not taken any insurance cover on account of accident or availed of any monetary benefit, accruing on account of third party insurance claim as the benefits admissible under the Improved Medical Aid Scheme are to be reduced by the amount so received or due.

x) In case of treatment in a hospital with whom the Bank has reserved beds, whether free services to be offered by the hospital in terms of the agreement have been shown as discount in the bill.

xi) Whether laid down instructions with regard to reimbursement of ambulance charges for shifting the workmen or his family members from residence to the hospital / nursing home or from one centre to another centre are being adhered to. In terms of the laid down guidelines, reimbursement of travelling expenses for shifting the patient to a centre 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.
xii) The recommending authority should forward only the original bills/vouchers/prescriptions for reimbursement and the correspondence with the applicant should be retained with them and not forwarded to the sanctioning authority.

xiii) Queries, if any, raised by the sanctioning authorities should be promptly and fully replied by the recommending authorities to reduce the delay in correspondence.

15.4.5 Important Guidelines For Bank’s Medical Officers :

(i) The Senior Medical Officer/ Bank’s Medical Officer should examine the disease/accident/treatment given, discharge summary and/or the certificate to this effect by the attending physician/surgeon and ensure that these are enclosed along with the medical bills and forwarded to the sanctioning authority.

(ii) The Senior Medical Officer/ Medical Officer should examine the bills and put their explicit comments on the admissibility and reasonableness of the charges claimed by the employees vis-à-vis the schedule of reasonable charges and should also indicate the charges which are not reimbursable.

(iii) The Medical Officers should not succumb to the pressure of the employees during scrutiny and countersigning the bills.

(iv) The Medical Officers should ensure that the bills countersigned by them are genuine and full benefits have been derived by the employees.

(v) It should be made clear to the employees taking treatment from the specialists that the Bank’s Medical Officer be consulted by them prior to approaching the specialists.

15.4.6 Outstation Treatment (Specified Serious Diseases) :

(i) 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.

(ii) 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.
(iii) 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 above, the sanctioning authority will take the decision.

(iv) The official processing the bill 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.

(v) 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.

(vi) The employee shall not be entitled to travelling/halting expenses on account of the treatment taken outside the headquarter.

(vii) 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 expense more than the eligibility as per rules.

The above instructions are also applicable, mutatis-mutandis, in the case of outstation treatment under hospitalisation scheme for members of award staff.

(CDO:IR:SPL:451 dated 02.01.2004)

15.4.7 Reimbursement Of Cost Of Medicated/Cypher Stent : -

Workmen staff may be reimbursed the cost of medicated/cipher stent, on case to case basis, in following cases where restenosis involves/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.

The authority to grant administrative clearance to reimburse cost of medicated stents, subject to a maximum of two medicated stents with a maximum ceiling of Rs. 1.20 lacs per medicated stent has been delegated to General Manager (Network) at LHO / General Manager (CS) at Corporate Centre, Mumbai, General Manager (AB&R) at Belapur and General Manager at other Corporate Centre establishments and Business Groups for both officers and award staff, subject to fulfillment of all other terms and conditions under the scheme.

15.4.8 Reimbursement Of Expenses Incurred Towards Atrial Septal Defect (ASD) Device :

Expenses incurred towards ASD procedure including the cost of ASD device may be reimbursed to workmen staff under heart ailments under Improved Medical Aid (specified serious diseases) Scheme subject to fulfillment of other terms and conditions under the scheme. The reasonable charges for ASD closure device are Rs.1,10,000/- and the total cost of ASD closure procedure is Rs.1,60,000/-. Circles may, however, obtain quotations from various Government/Corporation/ reputed Trust hospitals in their area for their lowest/economy class of bed and arrive at reasonable charges in this regard. The quotations should include :

(a) Cardiac catheter, ASD closure device and medicine charges;
(b) Professional fees, and
(c) Hospital stay charges.


Reimbursement of Expenses Incurred on Schizophrenia Psychotherapy :

Schizophrenia, being psychic disorder, is a mental disease, and is, therefore, covered under specified serious diseases. Physcotherapy being a part of the treatment of persons suffering from mental diseases, medical expenses incurred on self or dependent family members may be considered for reimbursement upto the permissible extent of 100% / 75% under the scheme subject to the condition that such a treatment is taken on the advice of Psychiatrist with professional qualification of MD. The reimbursement on domiciliary treatment shall be valid for a period stated in the specialist’s prescription. If no period is stated, the prescription for the purpose shall be valid for a period not exceeding 90 days. Further, in case psychotherapy is undertaken by psychologist, the qualification of psychotherapist should be M.A. Sociology/ Psychology from reputed institutions like Tata Institute of Social Sciences/ Nirmala Niketan. The reasonable charges of psychotherapy per session shall be Rs.500/- in case it is undertaken by psychiatrist and Rs.250/- per session in case of psychotherapist.

STATE BANK OF INDIA IMPROVED MEDICAL FACILITIES SCHEME
REIMBURSEMENT OF MEDICAL EXPENSES
(FOR TREATMENT OF SERIOUS DISEASES)

1. a) Name of the Employee :
b) P. F. No :
2. Designation & present place of posting :
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. :
   NAME     AGE     RELATIONSHIP     MONTHLY INCOME
9. BILL / CASH MEMO     DATE     AMOUNT
   1) 
   2) 
   3)
### 10. Classification of Expenses

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i)</td>
<td>Consultant’s fees</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Cost of medicines</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Cost of Pathology</td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>Specialised Investigation</td>
<td></td>
</tr>
<tr>
<td>(v)</td>
<td>Cost of radiology</td>
<td></td>
</tr>
<tr>
<td>(vi)</td>
<td>Cost of blood</td>
<td></td>
</tr>
<tr>
<td>(vii)</td>
<td>Bed Charges - Excluding diet charges</td>
<td></td>
</tr>
<tr>
<td>(viii)</td>
<td>Specialist’s Fees</td>
<td></td>
</tr>
<tr>
<td>(ix)</td>
<td>Physiotherapy</td>
<td></td>
</tr>
<tr>
<td>(x)</td>
<td>Cost of dressing</td>
<td></td>
</tr>
<tr>
<td>(xi)</td>
<td>Nursing charges</td>
<td></td>
</tr>
<tr>
<td>(xiii)</td>
<td>Ambulance charges</td>
<td></td>
</tr>
<tr>
<td>(xv)</td>
<td>Others (please specify)</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>A</strong></td>
</tr>
</tbody>
</table>

**Details Of Expenditure Incurred**: 

(A separate worksheet detailing the expenses incurred, expenses reimbursable as per the schedule of reasonable charges, expenses disallowed, expenses recommended for sanction is to be enclosed)

<table>
<thead>
<tr>
<th>Less amount not reimbursable</th>
<th><strong>B</strong></th>
</tr>
</thead>
</table>

(As per details in the work sheet)

<table>
<thead>
<tr>
<th>Net Total</th>
<th><strong>A - B</strong></th>
</tr>
</thead>
</table>

**Amount payable as per the Scheme**: 

11. Whether the expenses are in accordance with the schedule of reasonable charges.

12. Whether the bills have been scrutinised by the Bank’s Medical Officer at Z.O. & found in order.

13. Reasoned recommendations:

**STATE BANK OF INDIA**

BM/AGM/DGM

DATE:__________

Encl: The relative prescriptions, bills, receipts etc.
15.5 **HOSPITALISATION SCHEME**

**SCHEDULE OF CHARGES REIMBURSABLE**

(clause 9.3(b) of the Bipartite Settlement dated 31.3.1967 Modified in terms of Ninth Bipartite Settlement dated the 27th April, 2010

15.5.1 Hospitalisation expenses will be reimbursed to workmen staff in the bank to the extent of 100 per cent in case of self and 75 per cent in case of dependent members of family subject to the procedure for reimbursement of hospitalisation expenses as enumerated hereunder:

(a) Hospitalisation charges to the extent stated above will be reimbursed in case of all ailments and major accidents which require hospitalisation.

(b) A workman or his dependent family member(s) will be considered to have been hospitalised only if they are admitted as indoor patient(s) in the hospital in respect of diseases/accidents as mentioned above in sub-Para (a). However, cases where the patient is admitted as an out-patient and discharged the same day after surgical procedures involving advanced techniques may also be considered for reimbursement of hospitalisation expenses.

(c) Medical expenses incurred for the hospitalisation will be reimbursed on the strength of bills/vouchers to the extent of 100% in case of self and 75% in case of family members subject to limits prescribed hereunder.

15.5.2. **For the purpose of medical facilities:**

(i) The expression ‘family’ of an employee shall mean the employee’s spouse, wholly dependent unmarried children (including step children and legally adopted children), wholly dependent physically challenged brother/sister with 40% or more disability, as also parents ordinarily residing with and wholly dependent on the employee.

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

(iii) 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.

(CDO/P&HRD-IR/16/2010-11 dated 23.06.2010)
15.5.3. The reimbursement of hospitalisation expenses will be restricted to the following charges:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Details</th>
<th>Extent of reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Hospital Registration Fees</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or Rs.220/ whichever is lower.</td>
</tr>
<tr>
<td></td>
<td>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 boarding charges)</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or Rs.450/- whichever is lower.</td>
</tr>
<tr>
<td>3.3</td>
<td>ICU/CCU/Neo-natal Nursery</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or Rs.550/- per day, whichever is lower. This is in addition to bed charges.</td>
</tr>
<tr>
<td>3.4</td>
<td>Diagnostic material charges, X-rays, Pathological tests, ECGs, etc.</td>
<td>As per Annexure I hereto</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 hospitalisation, may be considered for reimbursement.)</td>
<td>100% or 75% 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 hereto</td>
</tr>
<tr>
<td>3.7</td>
<td>Physician’s and Consultant’s fees per visit:</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower</td>
</tr>
<tr>
<td></td>
<td>Major ‘A’ class cities viz. Mumbai, Chennai, Delhi, Kolkata, Ahmedabad, Bangalore &amp; Hyderabad</td>
<td>Other Places</td>
</tr>
<tr>
<td></td>
<td>Rs. per visit</td>
<td>Rs. per visit</td>
</tr>
</tbody>
</table>
### VISIT AT THE CHAMBER

<table>
<thead>
<tr>
<th></th>
<th>220/-</th>
<th>130/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Consultation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subsequent Consultations</td>
<td>85/-</td>
<td>70/-</td>
</tr>
</tbody>
</table>

### VISIT AT RESIDENCE

<table>
<thead>
<tr>
<th></th>
<th>330/-</th>
<th>210/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>In case of emergency leading to Hospitalisation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Second Consultation</td>
<td>250/-</td>
<td>165/-</td>
</tr>
<tr>
<td>Subsequent Consultations</td>
<td>165/-</td>
<td>110/-</td>
</tr>
</tbody>
</table>

### VISIT MADE BY SPECIALISTS AT THE HOSPITAL: SPECIAL VISIT

<table>
<thead>
<tr>
<th></th>
<th>140/-</th>
<th>95/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the day time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>During the night time</td>
<td>330/-</td>
<td>165/-</td>
</tr>
<tr>
<td>Routine visits</td>
<td>140/-</td>
<td>95/-</td>
</tr>
</tbody>
</table>

15.5.4. The workmen or members of their families (as the case may be) are expected to secure admission in a Government/Municipal Hospital or any ‘private’ hospital (i.e., hospitals under the management of a Trust, Charitable Institution or a religious mission). The reimbursement will be restricted to the percentage applicable to the workman / dependent family member, i.e. 100% or 75% of the charges applicable to the lowest paying bed in such hospitals according to hospital rules or the maximum amounts mentioned above, whichever is lower.

Normally, the workman and members of family should avail of services of hospital as mentioned in paragraph 4 above. However, if he feels, that it is unavoidable to seek services of a private nursing home/hospital, he can do so in one of the hospitals/nursing homes, approved by the bank. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital as mentioned in paragraph 4 above.

1 (i) Medical expenses including diagnostic charges incurred within 30 days of ‘pre’-hospitalisation period on medical advice, on account of the ailment/disease for which the person was hospitalised, will be considered as hospitalisation expenses for reimbursement purpose. Cost of post-hospitalisation domiciliary treatment will be reimbursed upto 45 days 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 attending hospital surgeon / physician may be referred to Corporate centre for consideration through proper channel.

(ii) Charges for engaging a nurse/attendant will not be reimbursed. However, nursing charges, if any, charged by hospital authorities
in respect of days spent in ICU / CCU/ neo-natal nursery may be considered for reimbursement on the basis of certificate issued by the hospital authorities and in consultation with bank’s Medical Officer. Reimbursement in such cases shall be 100% for workmen and 75% for family members of the actual charges.

15.5.5. Charges reimbursable for maternity will be as follows :-

a) Hospitalisation charges in connection with maternity will not be reimbursable. However, the expenditure incurred by an employee in cases involving operative interference because of complicated labour and caesarean operation and subsequent hospitalisation thereto will be reimbursed under the hospitalisation scheme to the extent of expenditure incurred in excess of normal maternity charges and consequent hospitalisation thereto subject to the condition that such reimbursement shall be 70% of the amount actually incurred or the limits as per Annexure II hereto, whichever is less.

b) “Vaccum extraction” is equivalent to Forceps extraction, if it is done for mid cavity (not for “low level”) under at least local anesthesia for the same indications as for “Forceps delivery. Claims for reimbursement of expenses for “FT Vaccum” delivery may, therefore, be reimbursed, on the 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.

(PA/CIR/73 dated 27.11.1986)

c) Physician’s visit fees and other admissible charges in all cases of delivery involving surgical assistance will be reimbursed as per schedule of hospitalization expenses.

d) Reimbursement of incubator charges will be considered if specifically advised by the pediatrician concerned.

NOTE :

i) Reimbursement of medical expenses as per schedule of hospitalization 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.

iii) 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.

iv) Banks will have discretion to refuse payment of bills in cases where they are not satisfied about the genuineness of the bills.
15.5.6 Ambulance Charges

Ambulance charges for removing the workman or his dependent family member from residence to the hospital/nursing home or from hospital/nursing home to residence on discharge or from one hospital/nursing home to another hospital/nursing home, within the urban agglomeration or municipal limits may be reimbursed in full. Actual expenses incurred on conveyance by mode other than ambulance shall be reimbursed subject to the maximum as under:-

<table>
<thead>
<tr>
<th>Mode</th>
<th>Maximum Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>By public taxi</td>
<td>Rs.165/- per trip</td>
</tr>
<tr>
<td>By auto rickshaw</td>
<td>Rs.85/- per trip</td>
</tr>
</tbody>
</table>

(a-i) In case the patient is to be moved to a hospital/nursing home outside the urban agglomeration/municipal limits, then the expenses incurred on conveyance may be reimbursed at the rate of Rs.6.00 per kilometer, with a maximum of Rs.1100/- per trip or the amount actually incurred, whichever is the least.

(a-ii) Reimbursement of ambulance charges / taxi charges for shifting the patient from one centre to another will be considered on the following grounds:-

If the patient is to be removed to another place other than the centre where the employee has been posted, the treating 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 save his life taxi charges actually incurred will be reimbursed.

(b) Normally, services of an ambulance should be availed of. Where ambulance is not available or the facility of ambulance is not established, public mode of transport i.e. taxi/ auto rickshaw could be used. The bank shall consider such claims on merits and facts.

(c) Abuse of the facility will be dealt with treating such claims as acts of gross misconduct.

15.5.7 Domiciliary Treatment:

Medical Expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the recognized hospital authorities and bank’s medical officer shall be deemed as hospitalisation expenses and reimbursed to the extent of 100% in case of a workman and 75% in the case of his family.
Cancer, Leukaemia, Thalassemia, Tuberculosis, Paralysis, Cardiac Ailment, Pleuresy, Leprosy, Kidney ailment, Epilepsy, Parkinson’s Disease, Psychiatric disorder, Diabetes, Hepatitis-B, Hepatitis-C, Haemophilia, Myastheniagravis, Wilson’s disease, Ulcerative Colitis, Epidermolysis bullosa, Venous Thrombosis (not caused by smoking), Aplastic Anaemia, Psoriasis, Third Degree Burns, Rheumatoid Arthritis, Hypothyroidism and Hyperthyroidism.

Clarification:-

Expenses incurred towards the cost of vitamins along with insulin or other medicines for treatment of diabetes and self pricking insulin loaded pens like syringes to insulin dependent diabetic patients, when prescribed by the attending physician or Bank’s Medical Officer, may be reimbursed to the employees subject to fulfillment of all the terms and conditions under the scheme.


Note:-

(i) The cost of medicines etc. in respect of domiciliary treatment shall be reimbursed for the period stated in the Specialist’s prescription. If no period is stated, the prescription for the purpose of reimbursement shall be valid for a period not exceeding 90 days.

(ii) Expenses incurred on radiotherapy and chemotherapy in the treatment of cancer and leukemia shall be considered for reimbursement under domiciliary treatment to the extent of 100% in case of a workman and 75% in the case of his family.

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

15.5.8 Package Charges : -

Some hospitals are charging on the basis of ‘package’ for specialised treatment for diseases pertaining to heart, kidney, coronary, etc. These package charges generally include all charges pertaining to a particular treatment/procedure including admission charges, accommodation charges, ICU/ICCU charges,
monitoring charges, operation charges, anesthesia charges, operation theater charges, procedural charges/ Surgeon’s fee, cost of disposables, cost of consumables like catheters, guide wires, etc., surgical charges and cost of medicine used during hospitalisation, related routine investigations, physiotherapy charges etc.

In the following cases, package charges will be reimbursed to the extent of 100% in the case of self and 75% in the case of dependent members of family, subject to the limits specified below:-

<table>
<thead>
<tr>
<th>Package</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coronary Bypass Surgery</td>
<td>Rs.1,60,000/-</td>
</tr>
<tr>
<td>Coronary Angiography</td>
<td>Rs.16,500/-</td>
</tr>
<tr>
<td>Angioplasty/Stentoplasty</td>
<td>Rs.80,000/-</td>
</tr>
<tr>
<td>Kidney Transplant</td>
<td>Rs.1,80,000/-</td>
</tr>
<tr>
<td>Liver Transplant</td>
<td>Rs.2,20,000/-</td>
</tr>
</tbody>
</table>

**Note:-**

For the above ailments, workmen employees can claim either as per schedule of expenses prescribed or package charges whenever the treatment is taken under package charges scheme.

In the case of stentoplasty, cost of medicated stent(s), wires/balloon, implanted during surgery may be reimbursed at the rate of 75% for family members and 100% for workman himself at rates not exceeding the rates applicable to lowest paying bed of AIIMS, New Delhi, in addition to the package charges indicated above.

Liver transplant charges are not reimbursable in cases where damage to the liver has been caused by alcoholism.

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 upto a maximum ceiling of Rs. 6,500/- for each lens or the prescribed percentage of the actual expenses incurred, whichever is lower provided it forms part of the surgery/operation and the attending surgeon has certified that implantation of the lens was essential by way of treatment.

(e-circular No. CDO/P&HRD-IR/4/2011-12 dated 06.04.2011)
Annexure I

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

<table>
<thead>
<tr>
<th>NAME OF PROCEDURE</th>
<th>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</th>
</tr>
</thead>
</table>

**CLINICAL PATHOLOGY**

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Amount (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urine Routine</td>
<td>45</td>
</tr>
<tr>
<td>Urine for Albumin</td>
<td>45</td>
</tr>
<tr>
<td>Urine for 17 Ketosteroids</td>
<td>400</td>
</tr>
<tr>
<td>Urine Culture</td>
<td>125</td>
</tr>
<tr>
<td>Urine for Column Count Test</td>
<td>125</td>
</tr>
<tr>
<td>Sensitivity Test</td>
<td>165</td>
</tr>
<tr>
<td>Urine for Acid Fast Bacilli (T B Culture)</td>
<td>115</td>
</tr>
<tr>
<td>Urine Bile Pigment and Salt</td>
<td>45</td>
</tr>
<tr>
<td>Urine Urobilinogen</td>
<td>45</td>
</tr>
<tr>
<td>Urine Occult Blood</td>
<td>45</td>
</tr>
<tr>
<td>Urine Total Proteins</td>
<td>90</td>
</tr>
<tr>
<td>Urine Sodium</td>
<td>90</td>
</tr>
<tr>
<td>Urine Chloride</td>
<td>90</td>
</tr>
<tr>
<td>Bence Jones Protein</td>
<td>55</td>
</tr>
<tr>
<td>Stool Routine</td>
<td>45</td>
</tr>
<tr>
<td>Stool Occult Blood</td>
<td>45</td>
</tr>
<tr>
<td>Smear Analysis</td>
<td>65</td>
</tr>
<tr>
<td>Body Fluids-C.S.F./Plural/Ascitic, etc. Chemistry, Sugar, Protein, etc</td>
<td>185</td>
</tr>
<tr>
<td>Malignant Cells</td>
<td>150</td>
</tr>
</tbody>
</table>

**HAEMATOLOGY**

<table>
<thead>
<tr>
<th>Procedure</th>
<th>Amount (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blood Count with Indices (Hb, TLC, DLC)</td>
<td>80</td>
</tr>
<tr>
<td>Blood Count without Indices (Hb, TLC, DLC)</td>
<td>75</td>
</tr>
<tr>
<td>RBC and Hb with Indices</td>
<td>80</td>
</tr>
<tr>
<td>NAME OF PROCEDURE</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</td>
</tr>
<tr>
<td>-------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>RBC and Hb without Indices</td>
<td>60</td>
</tr>
<tr>
<td>Total WBC and Differential Count (TC/DC)</td>
<td>60</td>
</tr>
<tr>
<td>Blood Smears for parasites (MP, etc.)</td>
<td>45</td>
</tr>
<tr>
<td>Peripheral smear examination</td>
<td>50</td>
</tr>
<tr>
<td>Blood for Microfilaria</td>
<td>110</td>
</tr>
<tr>
<td>Platelet Count</td>
<td>80</td>
</tr>
<tr>
<td>Bleeding and Coagulation time (BT CT)</td>
<td>75</td>
</tr>
<tr>
<td>Clot Retraction Time</td>
<td>75</td>
</tr>
<tr>
<td>Prothrombin Time</td>
<td>85</td>
</tr>
<tr>
<td>Erythrocytes Sedimentation Rate (Westergren’s method)</td>
<td>35</td>
</tr>
<tr>
<td>Sedimentation Rate (Both Methods) ESR</td>
<td>35</td>
</tr>
<tr>
<td>Hb, TLC, DLC, ESR</td>
<td>95</td>
</tr>
<tr>
<td>Blood Culture</td>
<td>175</td>
</tr>
<tr>
<td>Clot Culture</td>
<td>175</td>
</tr>
<tr>
<td>Glucose Phosphate Dehydrogenase (G&amp;PD)</td>
<td>165</td>
</tr>
<tr>
<td>Reticulocyte Count</td>
<td>50</td>
</tr>
<tr>
<td>Absolute Eosinophil Count</td>
<td>45</td>
</tr>
<tr>
<td>Packed Cell Volume (PCV)</td>
<td>45</td>
</tr>
<tr>
<td>R.B.C. Fragility Test</td>
<td>80</td>
</tr>
<tr>
<td>L.E. Cell</td>
<td>105</td>
</tr>
<tr>
<td>Haemogram</td>
<td>95</td>
</tr>
<tr>
<td>Bone Marrow Smear Examination</td>
<td>225</td>
</tr>
<tr>
<td>Partial Thromboplastin</td>
<td>150</td>
</tr>
<tr>
<td><strong>BLOOD BANK</strong></td>
<td></td>
</tr>
<tr>
<td>Coomb’s Test direct (for coating antibodies)</td>
<td>165</td>
</tr>
<tr>
<td>Coomb’s Test (for complete and incomplete indirect antibodies)</td>
<td>220</td>
</tr>
<tr>
<td>NAME OF PROCEDURE</td>
<td>Amount (Rupees)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Blood Grouping and Rh Factor only (not for matching) for Non-maternity Cases</td>
<td>75</td>
</tr>
<tr>
<td>Blood Transfusion per Bottle and Donor’s fees (including Pathologist’s attendance and cross-matching)</td>
<td>400</td>
</tr>
<tr>
<td>Packed Cell Preparation</td>
<td>280</td>
</tr>
<tr>
<td><strong>BIOCHEMISTRY</strong></td>
<td></td>
</tr>
<tr>
<td>Blood Urea/Calcium/Phosphorus/Phosphatase/ Sodium/ Potassium each</td>
<td>110</td>
</tr>
<tr>
<td>Blood Urea Nitrogen</td>
<td>110</td>
</tr>
<tr>
<td>Urea Clearance Test</td>
<td>190</td>
</tr>
<tr>
<td>Creatinine Clearance Test</td>
<td>190</td>
</tr>
<tr>
<td>Serum Proteins or Plasma Proteins</td>
<td>110</td>
</tr>
<tr>
<td>Serum Proteins Electrophoresis</td>
<td>220</td>
</tr>
<tr>
<td>Blood for Fibrinogen</td>
<td>120</td>
</tr>
<tr>
<td>Blood for Creatinine</td>
<td>85</td>
</tr>
<tr>
<td>Blood Uric Acid</td>
<td>110</td>
</tr>
<tr>
<td>Blood Sugar Curve (Glucose Tolerance Test) GTC or GTT</td>
<td>310</td>
</tr>
<tr>
<td>CO₂ Combining Power of Plasma</td>
<td>145</td>
</tr>
<tr>
<td>Blood Cholesterol</td>
<td>85</td>
</tr>
<tr>
<td>Blood Protein Bound Iodine (PBI)</td>
<td>330</td>
</tr>
<tr>
<td>Blood Chlorides (S Cl)</td>
<td>110</td>
</tr>
<tr>
<td>Serum Sodium (S Na)</td>
<td>95</td>
</tr>
<tr>
<td>Serum Potassium (S K)</td>
<td>95</td>
</tr>
<tr>
<td>Serum Iron (S Fe)</td>
<td>145</td>
</tr>
<tr>
<td>Serum Iron Studies</td>
<td>240</td>
</tr>
<tr>
<td>Serum Calcium (S Ca)</td>
<td>95</td>
</tr>
<tr>
<td>Serum Phosphorous (S.P.)</td>
<td>95</td>
</tr>
<tr>
<td>Serum Alkaline Phosphatase</td>
<td>85</td>
</tr>
<tr>
<td>Serum Acid Phosphatase</td>
<td>150</td>
</tr>
<tr>
<td>NAME OF PROCEDURE</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Serum Glutamic Oxalic Transaminase (SG OT)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Lipase</td>
<td>145</td>
</tr>
<tr>
<td>Serum Glutamic Pyruvic Transaminase (SG PT)</td>
<td>85</td>
</tr>
<tr>
<td>Serum Anylase</td>
<td>215</td>
</tr>
<tr>
<td>C P K</td>
<td>345</td>
</tr>
<tr>
<td>Glucose 6 Phosphate Dehydrogenase</td>
<td>185</td>
</tr>
<tr>
<td>Serum Lactic Dehydrogenase (LDH)</td>
<td>160</td>
</tr>
<tr>
<td>Serum Lactic Dehydrogenase with Isoenzyme</td>
<td>415</td>
</tr>
<tr>
<td>SMA 12-2 (14 Blood Chemistry)</td>
<td>690</td>
</tr>
<tr>
<td>BACTERIOLOGY &amp; SEROLOGY</td>
<td></td>
</tr>
<tr>
<td>Brucella Agglutination Test*</td>
<td>145</td>
</tr>
<tr>
<td>Cold Agglutination Test for Virus Pneumonia</td>
<td>145</td>
</tr>
<tr>
<td>Paul Bunnel Test</td>
<td>165</td>
</tr>
<tr>
<td>C Reactive Proteins**</td>
<td>150</td>
</tr>
<tr>
<td>Smear Gram-Strain Examination</td>
<td>55</td>
</tr>
<tr>
<td>Sputum Smear A.F.B. Stain</td>
<td>55</td>
</tr>
<tr>
<td>V.D.R.L.</td>
<td>85</td>
</tr>
<tr>
<td>Widal Test</td>
<td>85</td>
</tr>
<tr>
<td>R.A.Test</td>
<td>110</td>
</tr>
<tr>
<td>Culture &amp; Sensitivity (other specimens)</td>
<td>165</td>
</tr>
<tr>
<td>Vibro Cholera Culture</td>
<td>145</td>
</tr>
<tr>
<td>Conjunctival Swab for Microscopic and Culture Examination</td>
<td>155</td>
</tr>
<tr>
<td>Smear Examination for Micro Organisms</td>
<td>105</td>
</tr>
<tr>
<td>Fluids or Exudates for Malignant Cells</td>
<td>155</td>
</tr>
</tbody>
</table>

* For hospitalised patients only

** For Rheumatic disease to be reimbursed for hospitalised patient
<table>
<thead>
<tr>
<th>NAME OF PROCEDURE</th>
<th>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>X-RAY</td>
<td></td>
</tr>
<tr>
<td>Fluroscopy Chest</td>
<td>135</td>
</tr>
<tr>
<td>Abdomen AP Erect (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Abdomen Lateral View (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Abdomen for Pregnancy</td>
<td>150</td>
</tr>
<tr>
<td>Chest PA View (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Chest Oblique or Lateral (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Mastoids</td>
<td>150</td>
</tr>
<tr>
<td>Extremities, Bones and Joints (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Pelvis (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Paranasal Sinuses (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>T.M. Joints (One Film)</td>
<td>150</td>
</tr>
<tr>
<td>Abdomen &amp; Pelvis for K.U.B.</td>
<td>250</td>
</tr>
<tr>
<td>Skull A.P. &amp; Lateral</td>
<td>250</td>
</tr>
<tr>
<td>Spine AP &amp; Lateral</td>
<td>250</td>
</tr>
<tr>
<td>Barium Swallow</td>
<td>580</td>
</tr>
<tr>
<td>Sinography/Sialography</td>
<td>660</td>
</tr>
<tr>
<td>Cystography/Urethrography</td>
<td>990</td>
</tr>
<tr>
<td>Arthrography</td>
<td>745</td>
</tr>
<tr>
<td>Retrograde Pyelography</td>
<td>825</td>
</tr>
<tr>
<td>Oral or I.V. Cholecystography</td>
<td>825</td>
</tr>
<tr>
<td>Barium Enema</td>
<td>1075</td>
</tr>
<tr>
<td>NAME OF PROCEDURE</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Barium Meal Complete</td>
<td>1320</td>
</tr>
<tr>
<td>Cerebral/Femoral Angiography</td>
<td>1570</td>
</tr>
<tr>
<td>CT Scan/MRI #</td>
<td></td>
</tr>
<tr>
<td>CT Scan</td>
<td>Whenever advised, should be eligible for reimbursement Upto 100% for self and upto 75% for dependent family members of the amount actually incurred</td>
</tr>
<tr>
<td>CT Scan (with contrast)</td>
<td></td>
</tr>
<tr>
<td>MRI</td>
<td></td>
</tr>
<tr>
<td>MRI (with contrast)</td>
<td></td>
</tr>
<tr>
<td>ULTRA SONOGRAPHY AND ECHOCARDIOGRAPHY</td>
<td></td>
</tr>
<tr>
<td>Electro Cardiogram (ECG)</td>
<td>150</td>
</tr>
<tr>
<td>Indual Test</td>
<td>155</td>
</tr>
<tr>
<td>U C G (Phono-cardiography, Telemetry C, Cardiac Ex Test, Stress Test)</td>
<td>760</td>
</tr>
<tr>
<td>Echo Cardiography</td>
<td>870</td>
</tr>
<tr>
<td>Cardio Version</td>
<td>560</td>
</tr>
<tr>
<td>Ultra Sonography</td>
<td>435</td>
</tr>
<tr>
<td>US Guided Biopsy</td>
<td>580</td>
</tr>
<tr>
<td>SKIN</td>
<td></td>
</tr>
<tr>
<td>Tuberculin Test (Mantaux) TT or MT</td>
<td>115</td>
</tr>
<tr>
<td>Scraping for Fungus</td>
<td>60</td>
</tr>
<tr>
<td>Skin Clipping &amp; smear for Leprosy</td>
<td>115</td>
</tr>
<tr>
<td>Nasal smear for leprosy</td>
<td>95</td>
</tr>
<tr>
<td>LIVER FUNCTION TESTS</td>
<td></td>
</tr>
<tr>
<td>Thymol Turbidity Test</td>
<td>100</td>
</tr>
<tr>
<td>Cephalin Cholesterol Floculation Test</td>
<td>100</td>
</tr>
<tr>
<td>Vanden Berghn Reaction and Icterus Index (Quantitative Bilirubin)</td>
<td>165</td>
</tr>
<tr>
<td>Takata Ara Reaction</td>
<td>110</td>
</tr>
<tr>
<td>Bromsulphalein Excretion Test (Excluding injection charges)</td>
<td>240</td>
</tr>
<tr>
<td>NAME OF PROCEDURE</td>
<td>100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Pleural Fluid for Routine Examination</td>
<td>155</td>
</tr>
<tr>
<td>Pleural Fluid for Cultural Pericardial and Ascitic Fluids</td>
<td>155</td>
</tr>
<tr>
<td>SPUTUM EXAMINATION</td>
<td></td>
</tr>
<tr>
<td>Sputum Routine</td>
<td>100</td>
</tr>
<tr>
<td>Sputum for Acid Fast Bacilli only (Sputum AF B)</td>
<td>100</td>
</tr>
<tr>
<td>Sputum for Culture (Culture for TB)</td>
<td>155</td>
</tr>
<tr>
<td>CSF for Diptheria</td>
<td>140</td>
</tr>
<tr>
<td>Culture for Diptheria</td>
<td>115</td>
</tr>
<tr>
<td>GASTRIC ANALYSIS</td>
<td></td>
</tr>
<tr>
<td>Gastric Contents for Routine Analysis (Gastric Analysis or Fractional Test Meal)</td>
<td>240</td>
</tr>
<tr>
<td>Sternal Marrow Routine Cytology (Bone Marrow)</td>
<td>310</td>
</tr>
<tr>
<td>Basal Metabolic Rate (BMR)</td>
<td>275</td>
</tr>
<tr>
<td>Lung Function Test</td>
<td>275</td>
</tr>
<tr>
<td>PSYCHIATRY TEST</td>
<td></td>
</tr>
<tr>
<td>ECT</td>
<td>150</td>
</tr>
<tr>
<td>CO₂</td>
<td>90</td>
</tr>
<tr>
<td>Psychology Testing</td>
<td>150</td>
</tr>
<tr>
<td>R I A #</td>
<td></td>
</tr>
<tr>
<td>T3</td>
<td>Whenever advised, should be eligible for reimbursement upto 100% for self and upto 75% for dependent family members of the amount actually incurred</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>
### NAME OF PROCEDURE

100% for self and 75% for dependent family members of the amount actually incurred or the amount as mentioned below against each item, whichever is lower (Rupees)

<table>
<thead>
<tr>
<th>FOR SURGICAL INVESTIGATION &amp; TREATMENT OF CANCER #</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scopies and Biopsies</td>
<td>Whenever advised, should be eligible for reimbursement upto 100% for self and upto 75% for dependent family members of the amount actually incurred</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 Chemotheraphy</td>
<td></td>
</tr>
</tbody>
</table>

### OXYGEN CHARGES

Oxygen charges shall be reimbursed at the rate of Rs.40/- per hour subject to a maximum of Rs.400/- per day.

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

### OPERATION CHARGES

<table>
<thead>
<tr>
<th>Service</th>
<th>Special Operation</th>
<th>Major Operation</th>
<th>Minor Operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Theatre Charges</td>
<td>3,300/-</td>
<td>2,200/-</td>
<td>715/-</td>
</tr>
<tr>
<td>Anesthetist’s Charges</td>
<td>3,300/-</td>
<td>2,200/-</td>
<td>715/-</td>
</tr>
<tr>
<td>Surgeon’s Fees for Operation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(including Fees for Assistants)</td>
<td>11,000/-</td>
<td>7,150/-</td>
<td>2,310/-</td>
</tr>
</tbody>
</table>

(d) Expenses for dialysis, blood transfusion, Heart valve replacement, angiography, implanted items during surgery wherever they do not form part of package charges and pace-maker may be reimbursed at the rate of 75% for family members and 100% for workman himself at rates not exceeding the rates applicable to lowest paying bed of AIIMS, New Delhi.

Indicative list of Special, Major and Minor operations is appended below:

**SPECIAL OPERATIONS:**

- Cardiac including By-Pass Surgery, Brain, Lung and Cancer Operations, Kidney/Liver Transplantation Operation, Bone Marrow transplant and Multiple Fractures (time taken is more than 3 hours).

**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.
## 15.6 MISCELLANEOUS

### 15.6.1 FINANCIAL POWERS (FOR NBG/CAG/SAMG/MCG BRANCHES/OFFICES)

<table>
<thead>
<tr>
<th>Financial Matters</th>
<th>Amount in Rupees</th>
<th>Authority Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advance against medical bills and payment of medical bills: Award Staff (Hospitalization and specified serious diseases scheme)</td>
<td>Upto 0.75 lacs</td>
<td>CM (Admin)</td>
</tr>
<tr>
<td></td>
<td>Upto Rs.1.50 lacs</td>
<td>Regional Manager/AGM(COO)/AGM(OAD) at SBB and GITC Belapur/AGM(Admin)/Head of Branch/Office not below the rank of SMGS-V.</td>
</tr>
<tr>
<td></td>
<td>Upto Rs. 3 lacs</td>
<td>DGM(B&amp;O)/DGM&amp;CDO/DGM(CAG/SAMG/MCG)/DGM(C&amp;CS)/Head of Branch/Office not below the rank of DGM.</td>
</tr>
<tr>
<td></td>
<td>Full</td>
<td>GM(NW)/GM(CAG)/GM(SAMG)/GM(MC-Region)/GM(CS)/GM(AB&amp;R)/Head of Office not below the rank of GM.</td>
</tr>
</tbody>
</table>

Requests for advance to meet the medical expenses may be considered on the following terms and conditions:

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/Administrative 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/his 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 operation s etc. should only be considered.

### 15.6.2 Post-Treatment Payment Facility

The Bank has entered into arrangement with some of the leading hospitals in
Mumbai viz. Bombay Hospital, Jaslok Hospital, Hinduja Hospital, Nanavati Hospital, R.G.Stone Urological Research Institute, Tata Memorial Hospital, Prince Ali Khan Hospital, Balaji Hospital etc. for specialised treatment of diseases like Cancer, Kidney ailments, Heart ailments etc. All requests/ references for post treatment facility may be sent directly to Medical Department At Corporate Centre Mumbai at undernoted address :

The Administrative Officer,
Medical Department, 11th Floor,
Corporate Centre,
State Bank Bhavan, Mumbai-400021
Telephone No. 022-22741181
I.P. no. 100554
Fax No. 022-22025924

On requests / references received from Local Head Offices, Medical Department at Corporate Centre will arrange for the admission of employees and their family members in the major hospitals in Mumbai under post-treatment payment facility, whereby the bills for treatment undertaken by them are directly paid by Corporate Centre by debit to the concerned branch / office, where these employees are working. These bills are then adjusted in accordance with the eligibility.

It is observed that while submitting recommendations to this office, ceilings for treatment to be undertaken by the employees and their families are specified which are not acceptable to the hospitals in Mumbai as prescribing ceilings is not a workable proposition as the cost of treatment may be much more and the same cannot be stopped half way through the treatment. As such, no ceilings should be stipulated while recommending cases for treatment under post-treatment payment facility.

A number of requests are received for admission of employees and their family members for treatment of diseases other than those specified serious diseases. It is not possible to arrange for their admission in hospitals in Mumbai within their entitlements under the Hospitalization Scheme. Also, the difference between their entitlements under the Hospitalization Scheme and actual expenditure being substantial, the recovery of the difference poses administrative difficulties. More so, in case of treatment of the family members, the difference on this account is even more. It is, therefore, suggested that in case it is absolutely necessary to refer such cases for treatment at Mumbai, the employee concerned may be granted appropriate advance therefore so that he can pay the hospital bills and later claim reimbursement of expenses as per their entitlement. In such cases, reference to Corporate Centre is not at all necessary.

15.6.3 Provision Of Guest House For Our Employees Patients And Their Families At Mumbai

The Bank has made provision of guest house at following address for stay of employees/officers and their family members who come to Mumbai for medical treatment in reputed hospitals. The allotment of the rooms, monitored by the Deputy General Manager (Estate) (Fax No. 022-22047482) at this office, is made strictly on the basis of recommendations from the Circles.

ADDRESS: 3-B, NESTLE APARTMENT
BOMBAY DYEING COMPOUND,
NEAR DEEPAK TALKIES,
LOWER PAREL,
MUMBAI.
TELEPHONE NO. 022-24375721

The Circles should bring to the knowledge of all the staff members that heir requests for allotment of guest room should invariably be accompanied with the recommendations of Deputy General Manager- Controller at Local Head Office/ administrative office/ Corporate Centre and no direct requests from them would be entertained by the Estate Department at this office. (Estate Deptt. Fax No. 022-22047482 )

(CDO:IR:6861 dated 20.01.1997)

15.6.4 Accidents While On Duty

Claims regarding reimbursement of cost of medical treatment and sanction of special leave in respect of injuries sustained by workmen staff, while on duty, will be sanctioned by the Asstt. General Manager (Admin) in respect of the workmen staff working under their administrative control, the General Manager in respect of the staff posted at Local Head Offices in the Circles and by the Dy. Managing Director and CDO in respect of those working in Corporate Centre and its establishments.

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.

15.6.5 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.
15.6.6 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.

15.6.7 Compensation Received From Insurance Companies/ Other Agencies

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.

15.6.8 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.

15.6.9 Suspended Employees

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.

15.6.10 Part Time Employees In Subordinate Cadre

Part-time employees in subordinate cadre drawing scale 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.

15.6.11 Alcoholic Cirrhosis Of Liver

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.

15.6.12 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)

Clarification:

i) The expenses for treatment of high myopia by Keratotomy, ‘LASIK-Laser’ and ‘Excimer Laser’ technique may be reimbursed and the charges of Rs.15,000/- to Rs.16,000/- therefor are reimbursable.

ii) Any degree of myopia may be covered for reimbursement.

(CDO/IR/CIR/88 dated 05.02.2003)

15.6.13 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.


1. The medical aid and reimbursement of expenses is permissible for medical treatment under Ayurvedic, Homoeopathy, Unani, Siddha and Naturopathy system 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 reg ered 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:

The conditions for reimbursement of medical expenses to workmen staff in case of 23 specified serious diseases and under Hospitalisation Scheme, apart from claiming medical expenses incurred during the year on certificate basis (subject to the ceiling stipulated from time to time which at present is Rs.2,000/- p.a. as per the Ninth Bipartite Settlement dated 27th April 2010) are common irrespective of the nature of treatment or system of medicines.

(NBG/P&HRD/IR/437 Dt. 31.10.2002)

2. Where the Bank's Medical officer is not in a position to scrutinise and countersign medical expenses relating to ayurvedic/homeopathic, 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/homeopathic/siddha/unani system of medicine.

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.

4. If the amount of medical bills in respect of ayurvedic/homeopathic/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)

15.6.15 Reimbursement Of Medical Expenses For Infertility

Sterility/ infertility is not considered as an ailment for the purpose of reimbursement of hospitalisation expenses. The employee may, however, get such expenses reimbursed out of annual medical aid entitlement.

(CDO:IR:6901 dated 03.02.1996)

15.6.16 Prior Permission From Authorised Doctor/ Asstt. General 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.

15.6.17 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:

(i) 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.

15.6.18 General

1. Bills for treatment by persons who have no degree from recognized medical college are not reimbursable.

2. The bills submitted from Bone Setters, Massagists, etc. are not reimbursable. Similarly expenses incurred for treatment by acupuncture are not reimbursable.

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.

4. Cost of food items is not reimbursable. Cost of vitamins and/or tonics is also not reimbursable. However, if these form a necessary part of treatment of any specific illness or disease or injury or forming a necessary part of convalescence treatment they would continue to be payable as hitherto.

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)

6. 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.

7. A quarterly statement as per pro forma in Annexure V(ii) is required to be sent by Local Head Office in respect of all the bills sanctioned in the Circle to the Corporate Centre.

8. 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)
CHAPTER 16

TRANSFER POLICY AND REDEPLOYMENT
OF STAFF

16.1 TRANSFER POLICY

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.

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.

16.1.1 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:

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 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.

16.2 REDEPLOYMENT-CUM-TRANSFER POLICY FOR AWARD STAFF

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/transferred 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/transferred 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 a s 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 of 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 the 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 of the policy as laid down will be implemented.

16.2.1 REDEPLOYMENT -CUM- TRANSFER LOCAL REDEPLOYMENT/ TRANSFER WITHIN A CENTRE

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.

Basis for redeployment/transfer

The redeployment/transfer of employees from a branch/office withine-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.

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.
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.

The transfers will be effected jointly by the Assistant General Managers and/or controllers under whose control the transferor and transferee branches/offices function.

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.

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.

16.2.2 REDEPLOYMENT/TRANSFER – OUTSIDE A CENTRE

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.’

**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.

**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.

**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 along with a representative of the concerned office for reconciliation/verification/correction.

**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.

**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 so much relevance.

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 transfree branch as per the procedure outlined above.

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 exemped from transfer out of centre.

Serious Ailments :

Serious ailments would mean illness like terminal Cancer, Kidney failure/ ailment requiring dyalisis, Heart Disease requireing 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.
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:

Clerical : 1000/- p.m.
Subordinate : 600/- 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.

16.3 EXEMPTION FROM NORMAL TRANSFER / REDEPLOYMENT POLICIES APPLICABLE IN CASE OF AWARD STAFF, IN RESPECT OF THE office-bearers of recognised Staff Federation/Circle Staff Union

In terms of the provisions contained in Section 535 of Sastry Award,

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.

As per the provisions in our bank,

(i) The President and Secretary, Senior Vice-President, Treasurer of the All India SBI 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 of the Circle Staff Unions at each Administrative Office will be exempted from redeployment/transfer. They may be considered for posting at administrative offices also. However, Special Assistants including the office-bearers of recognised Circle Union, if accept the position of Senior Special Assistants, have to be posted at branches only.

(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 settlement dated 2nd June 2005 will be redeployed in the same centre.

(iii) As per the said provision in the 8th Bipartite Settlement, Special Leave will be allowed to certain employees for attending meetings and conferences of trade unions of bank employees as provided below:

<table>
<thead>
<tr>
<th>A. Principal office bearers of All India Workmen unions/Associations subject to a maximum of-</th>
<th>Upto 21 days in a calendar year.</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 such members in the case of unions having more than 25% membership.</td>
<td></td>
</tr>
<tr>
<td>15 such members in the case of unions having less than 25% membership.</td>
<td></td>
</tr>
</tbody>
</table>
### B. Central Committee members of All India Workmen Unions/Associations subject to a maximum of:

- 40 such members in the case of unions having more than 25% membership.
- 30 such members in the case of unions having less than 25% membership.

Upto 17 days in a calendar year.

### C. Office Bearers of the Executive Committee of the State or Regional level units of All India Workman Unions/Associations subject to a maximum of:

- 20 such members in the case of unions having more than 25% membership.
- 15 such members in the case of unions having less than 25% membership.

Upto 7 days in a calendar year.

Such office bears are to be nominated by the All India Workmen Unions Associations.

(iii) The above provisions on redeployment are without prejudice to the provisions of paragraph 535 and 536 of Sastry Award.
BRINGING POLITICAL OR OTHER OUTSIDE PRESSURE IN REGARD TO SERVICE MATTERS

It is observed in recent times that a large number of references are being received from various political and/or other outside authorities on behalf of members of award staff particularly related to newly recruited members of Award staff in regard to transfer or other service matters. In this regard we draw your attention to para 1 (j) of the Rules of Conduct (to be signed by every employee at the time of joining the Bank), which reproduced below for ready reference:

“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 Local Board to bear upon any superior authority to further his own interest in the Bank.”

2. Any breach of the above Rules of Conduct shall be viewed with serious concern and appropriate disciplinary action may be initiated against the defaulting employees.
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 the 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, allowances 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 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) including 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) **(For State Bank of India)**

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 in accordance with the provisions of 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 extend 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 programmes 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 uniforms 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 of 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 is 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) 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.

(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 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 same bank at an outstation branch within the same State, 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.

**Explanation:**

‘State’ for the purpose, shall mean the area which constitutes a political State, but this explanation will not apply to SBI.

(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 he 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 authorized to defend him in an enquiry had such an enquiry been held.

(g) Where the 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 procedures 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 than the officer authorized 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.

18.1 Breaches of Computer security warranting disciplinary action

18.1.1 INPUT CONTROL AREA

1.1 Unauthorised use of options other than those specifically provided for
the purpose to input/ modify/delete data, and/or insert/modify/delete
records in computer related databases.

1.2 Direct modification/erasure of “Balance” fields in any accounting
database instead of using the appropriate correction facility or passing
appropriate reversing entries.
1.3 Downloading into the computer systems/networks of the bank objectionable and illegal data/material from internet/ www/ or other systems/networks including banks own networks.

18.1.2 OUTPUT CONTROL AREA

2.1 Failure to safeguard the soft/hard copies of computer reports and outputs especially transaction/ correction logs in the case of computer systems and message transmission logs in the case of communication systems, assigned to one’s custody resulting in their falling into unauthorized hands and being misused.

2.2 Causing unauthorized and unrecorded suppression of outputs (screen based or printed) to mask other malafide activities/operations relating to computer systems.

2.3 Altering, erasing, deleting or modifying in any manner, without proper authority, spooled files created by different application systems.

2.4 Uploading of Bank’s data onto other systems using the Internet/World Wide Web or other means (whether duly approved or not) of connectivity to other systems/networks, without written authorization from a duly specified authority.

2.5 Unauthorised copying of Bank’s data on media like floppies, DATs, Magnetic Tapes, CD ROMs, Digital Video Discs etc.

18.1.3 SAFEGUARDING OF COMPUTER ASSETS

3.1 Failure to take reasonable care of Notebook Computers/PCs or individual hardware items resulting in their loss.

3.2 Introduction into and/or withdrawal of computer hardware from the office without proper written authorization from the appropriate authority.

3.3 Causing deliberate/malafide damage to computer hardware of the bank.

3.4 Removal or authorizing the removal of CPUs/Co-Processors/Hard disks/CD ROMs/ Optical Disks containing the Bank’s/Customers data from the authorized locations, for repair/servicing / or replacement, without deletion of such data, causing it to fall into unauthorized hands and being misused.

3.5 Malafide removal/erasure of customer/Bank’s information from the PC/Ser- ver/Mini computer.

3.6 Failure to insure computer assets (including software and data assets wherever applicable) resulting in non-availability of compensation in the case of loss.
3.7 Failure to draw up or test Disaster Recovery Plans resulting in inability to commence post disaster restoration operations to continue business.

3.8 Failure to comply with the laid down instructions for custody/storage of the Back up media such as floppies/cartridge tapes/Digital Audit Tapes (DATs) CD ROMs/Optical Disks resulting in the data contained therein falling into wrong hands and being misused.

3.9 Handing over or parting with Backup media especially, those containing Bank/Customer data and/or application programmes including software purchased without proper written authorization.

3.10 Disabling of the “on line” audit trail maintained by a computer/communication system, with the intention of suppressing the evidence of its use.

3.11 Introducing into the systems, Viruses or other malevolent programmes resulting in the temporary or permanent disabling of the system or in the loss of data.

3.12 Introduction of application software and utilities not duly authorized by the designated authority, into PCs/Network servers/mini computers/mainframes running application software with financial implications and/or holding sensitive/critical data.

3.13 Displaying/disseminating/copying of confidential data residing in the computers to other users/non-users.

3.14 Using unauthorized software (application/packaged product/operating system/version).

18.1.4 ACCESS CONTROLS

4.1 Accessing or attempting to access computer systems without proper authorisation and/or using the User IDs/Passwords of other users.

4.2 Accessing or attempting to access computer systems on days or at times specifically, barred for access.

4.3 Failure to prevent the password allotted for personal use, from becoming know to others, resulting in unauthorized use/misuse of computer/communication systems.

4.4 Sharing the password allotted for personal use with others/non users, and using of passwords allotted to others.

4.5 Failure to safeguard encryption keys entrusted for custody, resulting in their misuse.
4.6 Misusing the rights/privileges available in an operating or application system to unauthorisedly grant access to or enhance the rights/privileges of other users.

4.7 Making unauthorized changes, in software used for transaction processing/reconciliation or other operations with financial implications or handling other critical/sensitive data.

- To temporarily or permanently reduce/disable the security protocols or to modify the system functionalities.
- To suppress specific outputs (screen based or printed).
- For personal gain, or to sabotage the functioning of the system.

4.8 Establishing unauthorized connectivity between the Bank’s systems/networks to other systems/networks, internet/www/bulletin board services.

4.9 Leaving system without logging out and keeping the keyboard unlocked (in the case of server leaving the console unlocked).

4.10 Updating bank’s critical data base from unauthorized source and/or oral orders.

4.11 Leaving computer resources unutilized after purchasing them.

4.12 Not following software licensing policy.

4.13 Not following laid-down department policy in case of updation and backup.
CHAPTER-19

CODE OF DISCIPLINE IN INDUSTRY

19.1 INTRODUCTORY

The “Code of Discipline” marks possibly the boldest attempt ever made to free industrial relations from their inhibiting legalistic moorings and to restore to them their natural human character. It may well be called an instrument of moral rearmament in which both sides of industry recognize and, what is more, appreciate their mutual interests, rights and obligations.

It is not, of course, as if the essential human aspect of industrial relations had not occurred to the authorities earlier. Only the ideas had never been formulated in a form that could appeal to managements and workers alike. The laying down of the Code may, therefore, well be regarded as the beginning of a new way of regulation of industrial relations in this country.

When the Code was first conceived there were, no doubt, considerable misgivings about it in the ranks of both employers and workers. It took quite some time for all these doubts to be cleared. Although it has its critics even now, its essential wisdom is no longer seriously challenged. It strives to achieve a way of industrial life which has not always been easy to live up to. But few doubt that it is an ideal worth striving for. Moreover, though it has only been very imperfectly worked, it has already done something to raise the tone and general morale in the units where it has been sincerely tried. In any case, it has made both sides of industry sit up and think, and this changed attitude in itself is a distinct achievement. The Code has definitely created a sense of awareness in the opposite parties of the need to follow certain principles to promote industrial peace.

19.2 EVOLUTION OF THE CODE

To set the Code in its correct historical perspective we must go back to the middle 1950’s. Early post-war years had already seen much labour legislation and also a new awakening among the workers’ ranks which, however, gradually developed into a spirit of defiance, with labour unrest becoming more and more marked in the middle 1950’s. What was even worse, and what cause much genuine concern, was the intimidation and violence in which several labour unions, irrespective of the justice of their cause, were only too prone to indulge, with industrial unrest becoming a real menace to industrial production. In 1955, the number of man-days lost rose to a formidable 5.6 million and next year even this figure was exceeded to reach a total of 7.0 million; the average of the four previous years was only 3.5 million. “Go slow”, “pen-down”, and “stay-in” strikes became the order of the day. Labour unrest had escalated from a purely economic conflict to a level at which it was on its way to becoming a serious threat to law and order. The stage had been
reached when indiscipline was so rampant as to demand urgent attention if production was to proceed smoothly.

It was against the backdrop of this acute phase of labour unrest that the 15th session of the tripartite Indian Labour Conference met in New Delhi in July 1957. In some ways it was a momentous session. Both sides of industry recognized, for the first time, that some way had to be found to give a new orientation to labour policy. The then Union Minister, Shri G. L. Nanda, who himself had considerable insight into, and experience of, labour problems, felt keenly that it was time some fresh attempt was made at better industrial relations. Presiding over the conference, he declared that, in the interests of higher productivity and better discipline, conditions should be created which would, among other things, ensure a sense of security of employment, prompt attention to workers’ grievances and free scope for organization of workers’ unions.

The conference, after debating at length the issue of industrial relations, came to the conclusion that certain broad principles should be laid down to govern both employers and workers. A special committee consisting of representatives of the Government, employers and workers then hammered out these principles into what has now come to be known as the “Code of Discipline”. The Code was adopted and certain modifications at the tripartite Standing Labour Committee at its 16th session held in October 1957, which called upon the organizations of both workers and employers to ratify it. Since then, the Code has been ratified by the principal central employers’ and employees’ organizations, who have also recognized their obligations to see that it is implemented by their constituents.

19.3 THE CODE

While the detailed test of the Code is set forth later in this booklet, briefly the Code consists of three parts in addition to the preamble indicating the necessity for both sides to recognize their mutual responsibilities and rights for the maintenance of discipline as well as for proper and willing discharge of the obligations arising therefrom. The first part (Section II of the Code) enumerates the common obligations of both employers and workers. The second part (Section III of the Code) sets forth the principles for the managements to agree, and the third part (Section IV of the Code) states the principles to which the unions subscribe. The managements and the unions together agree, for instance, that no unilateral action will be taken on any industrial matter, that disputes will be settled at appropriate levels, and that neither party will have recourse to coercion, intimidation, victimization or “go-slow”. The managements, on their part, agree not increase work loads unless they have been agreed upon or set otherwise, as also to recognize a union which fulfils certain criteria. The unions on their part agree not to use physical duress in any form and to discourage unfair labour practices.
19.4 IMPLEMENTATION

As it is not enough merely to lay down a Code, and as it is necessary to see that it is implemented at different industrial levels an implementation machinery has had to be set up to supervise its observance. The machinery now consists of implementation officers appointed by the Central and State Governments, whose function is to probe breaches of the Code and record their findings. These authorities not only ensure that the Code is implemented but help bring about out-of-court settlements of cases pending in High Courts and the Supreme Court. Yet another of their functions is to see that cases are screened by the Screening Committee set up by the central employers’ and workers’ organizations before appeals are filed in High Courts and also to evaluate major strikes, lock-outs and disputes in order to fix responsibility.

As far as the State Bank of India is concerned, the appropriate authority is the Central Machinery, as banking is a central subject; any complaint of breach of the Code may be made to it by either party.

Besides, there are tripartite implementation and evaluation committees both at the centre and in the States. These committees meet from time-to-time to discuss the issues arising out of the implementation of the Code and they have an advisory role to perform. If any union finds it difficult to implement the Code they are always prepared to examine how best the difficulty can be overcome. Apart from fixing responsibility for violation of the Code, they also review periodically the working of the Code and generally maintain a two-way exchange of experience between the committees at lower levels and the Central Committees.

Being an essentially moral agreement, the Code rests for its success on the willingness of the employers and the workers to abide by it. Even so, in order to ensure that the Code does not deteriorate into a document by which people tend to swear without necessarily observing it, some sanctions have been built into the Code machinery and they are expected to be applied when a member unit, whether among employers’ or workers’ unions, deviates from the Code. The sanctions adopted and approved by the Tripartite Committee include: (1) to ask the unit to explain the infringement of the Code; (2) to give notice to the unit to set right the infringement within a specified period; (3) to censure the unit concerned for its actions constituting the infringement and (4) to disaffiliate a unit from membership in the event of persistent violations of the Code.

19.5 CODE AND THE BANKING INDUSTRY

It should be easy enough to see that the Code has a special significance to the working of banks. For one thing, as the Bank is a credit institution, its successful working will depend on the degree of confidence between the management and the staff on the one hand, and between the management and the staff and the wider public on the other. The more widely and the
more sincerely the “Code of Discipline” is implemented, the better will be the quality of the service the Bank will be able to render to the public. A Bank’s public image will depend on how the Code is implemented.

Because the banks are credit institutions and not manufacturing units, it took some time to get the Code fitted to their peculiar needs. Some clarifications of the Code have now been sought for and obtained, both by bank managements, including the State Bank of India, Indian Banks’ Association and Exchange Banks Association and by the various employees’ organizations including the All India State Bank of India Staff Federation. The Code, along with certain clarifications, was finally accepted by the State Bank and its employees’ organizations on February 18, 1965. It has come into operation so far as the Bank and its employees are concerned.

To mention a few of the clarifications that have been sought and obtained, one may refer to Clause II(i) of the Code which provides that no unilateral action shall be taken on any “industrial matter” and disputes be settled at appropriate levels. It has now been clarified that an “industrial matter” will not include every minor issue and it refers chiefly to matters which affect the larger interest of the workers, specially such issues as are mentioned in the Fourth Schedule of the Industrial Disputes Act. For instance, wages including the period or mode of payments, compensatory and other allowances, leave conditions, hours of work and classification of grades come under the definition of an “industrial matter”. Again Clause II(iii) provides there should be no strike or lock-out without notice. This has been clarified to mean that if either party feels compelled to adopt these devices at all it should give 14 days’ notice: the benefit of notice available to public utility concerns thus becomes available to banks.

19.6 CONCLUDING

While the details of the Code and its different clauses, together with clarifications where necessary, have been set forth in the next part of this pamphlet, it is perhaps necessary to reaffirm the basic character of the Code. What really matters about the Code is its spirit. To treat the Code as a legal document is to miss its very essence. The Code is a way of life ............... an attempt at a major break-through in a field bedeviled by much legislation. Given goodwill and sense of responsibility ............. on the part of the management as well as the workers ............... it bids fair to become a satisfying means of resolving difficult issues.

19.7 THE CODE AND CLARIFICATIONS:

19.7.1 TO MAINTAIN DISCIPLINE IN THE 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 will override the provisions of the Code).

TO ENSURE BETTER DISCIPLINE IN THE INDUSTRY –

19.7.2 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).

Note: * See Appendix

(ii) that the existing machinery for settlement of disputes should be utilized 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

(a) coercion,
(b) intimidation,
(c) victimisation, or
(d) go-slow;

(Clarification: Coercion will include personal vilification)

(vi) that they will avoid:
(a) litigation,
(b) sit-down and stay-in-strikes, and
(c) lock-outs;
(Clarification: Sit-down and stay-in-strikes will include pen-down strikes 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 investigation and settlement of grievances, such procedure could 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.

19.7.3 MANAGEMENT AGREE –
(i) not to increase work-loads unless agreed upon or settled otherwise;
(Clarification: 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 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 rights of employees to enroll or continue as union members.
(b) Discrimination, restraint or coercion against any employee because of recognized 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 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;

(Clarification: Where the normal existing procedure in an establishment provides for such matters, the existing procedure can continue).

(vi) to take appropriate disciplinary action against its officers and members in cases where inquiries reveal that they were responsible for precipitating action by workers leading to indiscipline;

(Clarification: It is for the management and the unions to decide when their respective obligations under Clauses III(vi) and IV(vii) arise) and

(vii) to recognize the union in accordance with the Criteria (annexed) evolved at the 16th session of the Indian Labour Conference held in May 1958.

(Clarification: The Criteria for Recognition of Unions will govern recognition of unions in the State Bank of India subject to the following clarifications with regard to clauses 2, 3 and 6:

(a) The State Bank of India would recognize a Union/Federation which represents majority of its employees on an all-India basis provided it has a membership of at least 25 percent 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 recognize a Union operating in a Circle representing the majority of its employees in the Circle provided it has membership of at least 25 percent 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 rights to represent the employees in all offices of the Bank, but if another Union has a membership of more than 50 percent of its 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).

19.7.4 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 demonstrations;

(iii) that their members will not engage or cause other employees to engage in any union activity during working hours, unless as provided for by law, agreement or practice;
(iv) to discourage unfair labour practices such as
(a) negligence of duty,
(b) careless operation,
(c) damage to property,
(d) interference with or disturbance to normal work and
(e) insubordination;
(v) to take prompt action to implement awards, agreements, settlements and decision;
(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 management and the unions to decide when their respective obligations under Clause III(vi) and IV (vii) arise).

19.8 A N N E X U R E:
Criteria for Recognition of Unions
1. 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.

2. The membership of the union should cover at least 15 percent of the workers in the establishment concerned. Membership would be counted only of those who had paid their subscriptions for at least three months during the period of six months immediately preceding the reckoning.

3. A union may claim to be recognized as a representative union for an industry in a local area if it has a membership of at least 25 percent of the workers of that industry in that area.

4. When a union has been recognized, there should be no change in its position for a period of two years.

5. Where there are several unions in an industry or establishment, the one with the largest membership should be recognized.

6. 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 50 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 through the representative union for the industry or seek redress directly.
7. In the case of trade union federations which are not affiliated to any of the four central organizations of labour, the question of recognition would have to be dealt with separately.

8. Only unions which observed the Code of Discipline would be entitled to recognition.

19.9 A P P E N D I X

Industrial Disputes Act, 1947, The Fourth Schedule, Conditions of service for change of which notice is to be given

1. Wages including the period and mode of payment;
2. 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;
3. Compensatory and other allowances;
4. Hours of work and rest intervals;
5. Leave with wages and holidays;
6. Starting, alteration or discontinuance of shift working otherwise than in accordance with standing orders;
7. Classification by grades;
8. Withdrawals of any customary concession or privilege or change in usage;
9. Introduction of new rules of discipline, or alteration of existing rules, except in so far as they are provided in standing orders;
10. Rationalisation, standardization or improvement of plant or technique which is likely to lead to retrenchment or workmen;
11. 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 occasioned by circumstances over which the employer has no control).
CHAPTER-20

FUNCTIONING OF INDUSTRIAL RELATIONS MACHINERY IN OUR BANK

State Bank of India is having branches spread across the globe and having presence in all the time zones. We are one of the largest Bank in the World and having a staff strength of 200299 employees as on 31.03.2010. Out of these 200299 employees, 70622 are officers, 87356 are Clerical Staff and 42321 are Sub-ordinate Staff.

2. The service conditions of Officers in the Bank are governed by State Bank of India Officers Service Rules and in respect of Award Staff, comprising of both Clerical and Sub-ordinate, their service conditions are governed by Sastry and Desai Awards.

3. The registered office of the Bank is located at Kolkata and the Corporate Centre is located at Mumbai.

4. The Bank is headed by the Chairman. There are two Managing Directors. Managing Director & Group Executives (Associate & Subsidiaries) and Managing Director (Chief Credit & Risk Officer). There are five business groups in our bank each headed by Deputy Managing Directors. These groups are:
   - National Banking
   - International Banking
   - Corporate Banking
   - Rural Banking
   - Global Markets

The Bank is having 14 Local Head Offices under National Banking Group spreaded across the Country. Each Local Head Offices are headed by Chief General Managers.

Depending on geographical location of the Branches, they are clustured into different Regions, headed by Assistant General Managers, Regions are clustured into Networks, headed by General Managers. The General Managers reports to the respective Chief General Managers.

All together we have 13091 branches as on 30.09.2010 in India.

We have always endeavoured to maintain harmonious industrial relations. Industrial Relations aspects form part of wider HR functions. Bank level HR head is DMD & CDO assisted by CGM (HR). Under CGM (HR), Industrial Relations Department exclusively looks after the industrial relations issues and is located at Corporate Centre.
Discussions are held with representatives of Federations both at formal and informal levels. The formal Industrial Relations machinery is in synchronization with Bank’s administrative set up.

20.1 Industrial Relations Machinery In Respect of Supervising Staff

20.1.1 At Corporate level Central Negotiating Council meets at quarterly intervals to discuss and negotiate demands, request and grievances of officers. From Management side, DMD & CDO, CGM (HR), DGM (IR) and other Departmental heads of HR Department participate in the meeting.

From Federation side, President, General Secretary, Vice Presidents Presidents and General secretaries of Circle Officers’ Association participate in the meeting.

We also have follow-up meetings to discuss and negotiate demands, requests and concerns of officers in the Bank. CGM (HR), DGM (IR) and other Departmental Heads of HR Department participate in the meeting.

Federation’ President, General Secretary and Vice President also participate.

At Corporate level, there is also a Central Industrial Relations Council which may discuss and negotiate important/emergent issues concerning the management and/or the Federation. The Chairman, Managing Directors, DMD & CDO, CGM (HR) and DGM (IR) represent management side.

President, General Secretary and any other office-bearers of the Federation represent Federation Side.

20.1.2 At Circles levels, there are Circle Negotiating Council which meets at quarterly intervals to discuss Circle level issues. The meetings are presided over by the senior most General Manager of the Circle. Apart form him, the other General Manager (NW), GM (MCRO), GM/DGM of CAG Branch, DGM, SAMB, DGMs of special branches, DGMs (Operations & Credit), DGM & CDO, AGM (HR), AGMs (Administration) and CMs(HR) of Network also participate.

Equal number of office-bearers from Circle Association comprising of President, General secretary and other office bearers attend the meeting.

20.1.3 At Networks Level, Network Negotiating Councils meets at half yearly intervals in alternate quarters to discuss the issues relating to Network level and unresolved issues in Administrative Office Negotiating Council. The meetings are presided over by the Deputy General Manager (Operations & Credit). Apart from him, AGM (Administration), Regional Managers, Chief Manager (NW), CM(HR) of Administrative Office, One representative each from MCRO/CAG/SAMG/Branches headed by DGMs (if their offices/branches are located in that geographical area) represents Management side.

Equal number of office-bearers of the Association represent Association side.
20.1.4 **At Administrative Office levels,** the Administrative Office Negotiating Council meets at half yearly intervals to discuss issues relating to Administrative Office level which are routine in nature. The meetings are presided over by the AGM (Administration). Apart from him, the Regional Managers, CM(HR), one representative each from MCRO/CAG/SAMG/branches headed by DGM (if their offices/branches are located in that geographical area) also participate as Management Representatives.

As Association Representatives, equal number of office bearers participate in the meeting.

There is provision to hold Structured Meetings to discuss and negotiate any important/emergent issues concerning either side.

With the effective functioning of the above mentioned machineries, the industrial relations with Officers’ Association not only remained cordial in our Bank but also ensured all round growth of the Bank.

20.2 **Industrial Relations Machinery In respect of Award Staff,**

20.2.1 **Corporate level, ‘Central Bipartite Forum’** meetings may be held to discuss and negotiate issues concerning the management and the staff Federation. DMD & CDO, CGM (HR), DGM (IR) and other Departmental heads of HR department participate in the meeting. These meetings may be held at quarterly intervals.

From Federation side, President, Secretary and two representatives of each circle union/Association participate.

There also exists a ‘**Central Consultative Committee**’. The Chairman, Managing Directors, DMD & CDO, CGM (HR), DGM (IR) and DGM (PMD & PPG) are the members of the committee.

From Federation side, President, Secretary and two representatives of each circle union/Association are the members. The meeting may be held as per need.

**Central Industrial Relations Council** is conflict resolution machinery. The council comprises of Chairman, managing Director, DMD & CDO, DMD & CFO, CGM (HR) and DGM (IR) from management side and President, Secretary and 3 representatives from Federation side.

20.2.2 **Circle Level, Circle Bipartite Forum** meetings may be held at quarterly intervals. The forum comprises of CGM, General Manager (NWs), DGMs (Credits), DGM (Operations) and DGMs of direct branches, Circle Development Officer, AGM (HR), CM (HRs), AGM (Admins) from management side and equal number of representatives of the recognized Circle union.

There also exist a **Circle Consultative Committee.** The committee comprises of CGM, General Manager (NWs), DGMs (Credits), DGM (Operations) and DGMs of direct branches, Circle Development Officer, AGM (HR), CM (HRs),
AGM (Admins) from management side and Equal number of representatives of the recognized Circle unions.

**The Circle Industrial Relations Council** is conflict resolution machinery. CGM, General Managers (NW), CDO and AGM (HR) from management side and from union side President, General Secretary and three representatives participate in the meetings.

20.2.3 **At Administrative Office Levels**, meetings may be held at quarterly intervals. AGM (Administration), Regional Managers, CM (HR), Managers (HR) of Regions from management side and two representatives of Circle union and other office-bearers nominated by the union participate in the meetings.

At the time of formulating industrial relations machinery in our bank due care has also been taken in respect of statutory provisions and also the Code of Disciplines which has been evolved at the 15th session of the tripartite Indian Labour Conference and accepted by the bank and employees association on 18th February 1965.
CHAPTER-21

VARIOUS FACILITIES TO RECOGNISED UNION

The recognised union of the Award Staff in the 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.

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
(PER:IR:CIR:142 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.

21.1 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.

CHAPTER-22

EMPLOYEE GRIEVANCE REDRESSAL SYSTEM (GRS)

22.1 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.

22.2 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.

22.3 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.

22.4 Guiding Principles :-

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.

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.

22.5 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.

22.6 What is a Grievance ?

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.

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.

22.6.1 **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.

(iv) 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.

22.6.2 **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.

22.7 **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.


22.8 Online System of Grievance Redressal -

To make the Grievance Redressal System more effective, an on-line system has been introduced. It is available in State Bank Times (http://10.1.16.37/staffgrievredsys/).

22.8.1 Matters a staff member can take up under Grievances Redressal System:

- Whenever applications for permissions, payment/reimbursement of bills etc are not responded to within a reasonable period of time, the staff member can follow up on the same through the GRS.
- Staff members can also put forth for redressal, grievances on other HR related issues. However, original/initial requests (like leave application, bill submission) should not be made through the site. These applications along with the supporting bills/documents should be submitted in the regular manner.
- Requests/Complaints regarding transfer should not be made through the GRS. Such requests, if lodged will be merely forwarded to the concerned Circle / Vertical.
- Complaints should be raised on GRS site only after giving a reasonable time to the department concerned to deal with the matter in the routine manner.

22.8.2 How will the system work?

- Staff members can post their grievances along with the relevant details on site by logging in just with their PF index No. The personal details of the staff member will automatically be populated through HRMS. The staff member concerned will provide brief details of the complaint along with the letter ref, date, nature of complaint. There will also be an option of uploading the relevant letters pertaining to the complaint if one wishes.
- The matter will be flagged to the immediate HR functionary concerned by way of email to his official id. HR functionaries are also required to log on to the site on a daily basis to ascertain complaints if any pertaining to areas of their control are lodged on the site and also details of pending
grievances.

- The responses / replies to the grievance after its resolution should be submitted by the HR functionary on the site in the column for reply.

- In case, they are unable to respond to the matter due to some gaps, these should be specified in the reply column.

- The status of the complaint can be viewed by the staff member concerned on site itself.

- The system also has a provision for the staff member to provide his/her response as to whether he/she is satisfied with the solution provided and reasons for dissatisfaction if any. In such cases if the reasons adduced by the staff member are logical / correct, the complaint will not be closed and will be referred to an authority one step above the official who provided the resolution earlier. Once the higher authority replies to the same, the matter will be treated as dealt with.

- The system also has a facility whereby, staff members can upload their suggestions and feedback regarding the site. Such feedback/suggestions should be limited to the Grievances System only.

- Though an option is provided to staff members to upload transfer related grievance also, the requests so received will merely be transmitted to the respective controller to be dealt with in the routine administrative manner. Transfer related matters are not envisaged to be resolved through the site.

- HR functionaries/Controllers/Circle Management can ascertain details of pending requests by way of Status/MIS reports.

- The individual details of staff members for the purpose of determining the appropriate authority for flagging of grievance will be sourced from HRMS data / HR dashboard (data will be updated monthly after salary).

- The site will have a provision for accepting suggestions from staff to help the Bank improve HR function.

22.8.3 Escalation Mechanism:

- The system will mark any complaint recorded on the site to the respective Manager/Chief Manager (HR) by way of email to their official id. They are expected to resolve the matter and post their reply on site within 10 days.

- In case the column for “Our reply” remains blank on the 11th day following the date of complaint, a system driven email will be sent to the immediate higher HR functionary/Controllers. They are required to redress the grievance within 20 days from the date of the original
complaint. They can either reply to the complaint on their own or else follow up with the immediate controllers for posting of replies.

- In case no reply is posted even after 20 days from the date of initial complaint, the system will escalate the matter to the controller next on the ladder/ Network General Manager by way of emails. At this stage, the complaint should positively be resolved within 30 days from the date grievance was lodged.

- Complaints pending for more than 30 days will be reported to the Circle Chief General Manager & HR department, Corporate Centre.

- A detailed chart depicting the various HR functionaries/Controllers to whom the complaint will be marked along with the authority to whom it will be escalated in case of non-reply is depicted in the Escalation Matrix.

- The system will also have a provision for the complainant to provide his/her feedback on whether he/she was happy with the response/resolution and if not, the reasons therefor. In case the reasons given are logical/correct, the complaint will not be closed and would be referred to an authority one step above the official who earlier provided the resolution.

### 22.8.3 Escalation matrix:
(eMails will be sent to the undernoted Controllers)

<table>
<thead>
<tr>
<th>OPERATING UNIT</th>
<th>1ST STAGE (To be replied to within 10 days from date of complaint)</th>
<th>2ND STAGE (will be referred to if not replied within 10 days at the 1st stage)</th>
<th>3RD STAGE (will be referred to if not replied within 10 days at the 2nd stage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch under Region and staff at Region</td>
<td>AGM (Region) Support-Mgr (HR)</td>
<td>DGM (B&amp;O) Support – CM (HR)</td>
<td>Gen Manager (NW)</td>
</tr>
<tr>
<td>AGM Headed Branch &amp; staff at AO</td>
<td>CM (HR) AT AO</td>
<td>DGM (B &amp; O)</td>
<td>Gen Manager (NW)</td>
</tr>
<tr>
<td>DGM Headed Branch</td>
<td>AGM (Admin) at the Branch</td>
<td>DGM of the Branch</td>
<td>Gen Manager (NW)</td>
</tr>
<tr>
<td>STAFF AT LHO</td>
<td>AGM (HR) Support – CM (HR&amp;IR)</td>
<td>DGM (CDO)</td>
<td>Gen Manager (NW)</td>
</tr>
<tr>
<td>MCG – AGM Headed Branch</td>
<td>AGM of the Branch</td>
<td>AGM (GB) at MCRO</td>
<td>Gen Manager (MCRO)</td>
</tr>
<tr>
<td>Branch Type</td>
<td>Position at the Branch</td>
<td>DGM of the Branch</td>
<td>Gen Manager</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
<td>-------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>MCG – DGM Headed Branch</td>
<td>AGM (COO) at the Branch</td>
<td>DGM of the Branch</td>
<td>Gen Manager (MCRO)</td>
</tr>
<tr>
<td>Staff at MCRO</td>
<td>AGM (GB) at MCRO</td>
<td>DGM (MCRO)</td>
<td>Gen Manager (MCRO)</td>
</tr>
<tr>
<td>SAM Branches</td>
<td>AGM (admn) at the Branch</td>
<td>DGM of the Branch</td>
<td>Gen Manager (SAMG)</td>
</tr>
<tr>
<td>CAG Branches</td>
<td>AGM (COO) at the Branch</td>
<td>Gen Manager at the Branch</td>
<td></td>
</tr>
<tr>
<td>CORP CENTRE State Bank Bhavan</td>
<td>AGM (OAD)</td>
<td>Gen Manager (CS)</td>
<td></td>
</tr>
<tr>
<td>CORP CENTRE-AB &amp;R</td>
<td>CM(HR) at AB &amp;R</td>
<td>Gen Manager (AB&amp;R)</td>
<td></td>
</tr>
<tr>
<td>CORP CENTRE – GITC</td>
<td>AGM (HR) at GITC</td>
<td>DGM ITSS</td>
<td></td>
</tr>
<tr>
<td>Insp &amp; Audit those at ZIOs</td>
<td>CM (HR) AT ZIO</td>
<td>AGM (admn) at ZIO</td>
<td>Gen Manager at ZIO</td>
</tr>
<tr>
<td>Insp &amp; Auditit</td>
<td>CM (HR) at I &amp; MA</td>
<td>AGM (HR) at I &amp; MA</td>
<td></td>
</tr>
<tr>
<td>FD KOLKATA</td>
<td>CHIEFMANAGER (ADMN)</td>
<td>AGM (ADMN)</td>
<td>GEN. MANAGER</td>
</tr>
<tr>
<td>CAO, KOLKATA</td>
<td>AGM (ADMN)</td>
<td>DGM</td>
<td>GEN. MANAGER</td>
</tr>
<tr>
<td>Scholarship Matters</td>
<td>CM (IR)</td>
<td>AGM (HR)</td>
<td>CDO</td>
</tr>
<tr>
<td>PO/TO/Other officers on Training</td>
<td>CM (L&amp;D)</td>
<td>AGM (HR)</td>
<td>CDO</td>
</tr>
</tbody>
</table>

Staff members are expected to use the site judiciously for posting of genuine grievances relating to matters specified in GRS-FAQ and also to give their suggestions for improvement of the site. Staff members are suppose to avoid usage of intemperate language in their communications and to avoid any personal abuses, allegations or messages tarnishing the name of any individual or of the Bank.

In case any staff member is found to be indulging in misuse of the site, the following action will be initiated, apart from blocking the unwanted message on the site.
<table>
<thead>
<tr>
<th>1\textsuperscript{st} such instance</th>
<th>Cautionary advice on the staff member’s email and/or a message on the reply page of grievances / feedback and suggestions to refrain from such conduct.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2\textsuperscript{nd} Repeat instance of misdemeanor by the staff member</td>
<td>Blocking access to the staff member concerned for 1 month. This shall be communicated to the staff member/controllers by email.</td>
</tr>
<tr>
<td>3\textsuperscript{rd}. If the staff member persists with the misconduct</td>
<td>Permanently barring the staff member from using the site. In addition disciplinary action as per extant rules may also be initiated.</td>
</tr>
</tbody>
</table>

\textbf{22.9 MIS/ REPORTS}

The system will be able to generate a list of complaints along with their period of pendency. This list will be generated, Region/Admin/Network/Circle wise for ease in follow up. System can also generate a report on the types/categories of complaints. This will enable Controllers to review and take corrective steps wherever repetition is observed.
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.


It has been decided to standardize the medical format to be used for biennial medical check up of watch and ward staff and bring uniformity in all the Circles. A “Simplified Physical Fitness Examination Format” which should be brought into use for biennial medical check up of watch and ward staff is placed below. All the tests/investigations mentioned in the above format should be carried out in all cases and relevant reports attached. Only those employees found to have any medical problem during the medical examination should be referred for further examination.
WATCH AND WARD STAFF
BIENNIAL MEDICAL CHECK-UP
PHYSICAL FITNESS EXAMINATION

Name & PF No.
Age
Present Place of posting
Identification Mark
Height
Weight
Past Medical History
Family History
Physical examination General Examination
Distant Vision Right
Left
Pulse
BP
Hearing
Lungs
Heart
Abdomen
Nervous system
Tremors
Jerks
Extremities
Upper
Lower
Acceptable Minor defects
Any adverse features observed during investigations
Opinion: He is physically fit/ Unfit for the job of guard
Date:

________________________________________
Signature of the Medical Officer
NATURE OF INVESTIGATIONS REPORT*
NORMAL / ABNORMALITIES OBSERVED

CBC, ESR
BLOOD SUGAR F/PP
S. CHOLESTROL
S. CREATANINE
SGOP/SGPT
URINE ROUTINE
STOOL ROUTINE
X-RAY CHEST
ECG

Date
Place SIGNATURE OF MEDICAL OFFICER
Enclo : All the above reports
CHAPTER-24

Staff : Officers And Workmen Personal Guarantee For Loans To Relatives/Others Involving Commercial Transactions

In terms of the serving rules applicable to officers, no officer shall, in his private capacity, guarantee the pecuniary obligations of another person or agree to indemnify in such capacity another person from loss except with the previous permission of the competent authority subject to provisions under the relevant rule [Rule 59(v)]. Similar instructions are applicable to workmen staff also in terms of their Rules of Conduct as enunciated in Chapter I of the Bank’s Book of Instructions Volume I.

In July 1999, on a review of the matter, it was decided that as a blanket ban on officers/workmen staff from guaranteeing loans to relatives/others involving commercial transaction may cause hurdles or inconveniences in genuine cases, requests from staff in this regard may be examined on merit and recommendations for granting permission in such cases may be submitted to Central Office for consideration. Dy. Managing Director & Corporate Development Officer was designated as the competent authority for granting approval in such cases on merits of each case. In this regard, please refer to our circular No.CDO/PM/CIR/33 dated 8.7.1999 and our letter No.CDO/PM/SPL/2878 dated 18.8.1999.

On a further review of the matter, it has been decided by the competent authority that the authority for granting permission in such cases on merits and subject to the other extant guidelines in this regard be vested with the Chief General Managers of Circles in respect of staff working in Circles and with Chief General Manager in respect of staff working in Central Office and its establishments. It is, however, reiterated that granting of permission should be considered only on exceptional basis and in genuine cases where the denial of permission is likely to result in hardship or inconvenience to the staff applying for permission, subject to the following extant guidelines.

(i) The guarantee or indemnity is not given for consideration.

(ii) The guarantee or indemnity is prima facie within the means of the employee so that in the event of the failure of the borrower’s venture, he is able to repay the dues to the Bank without the Bank being required to file a suit against its own and serving employees.

(iii) The giving of such a guarantee or indemnity does not adversely affect the Bank’s interests.

Please find below the proforma of the form of application requesting permission to guarantee the pecuniary obligation of another person.
24.1 APPLICATION BY STAFF MEMBERS FOR PERMISSION TO GUARANTEE THE PECUNIARY OBLIGATION OF ANOTHER PERSON

1. Name and P.F. No. :
2. Designation :
3. Presently working at ............... Branch/Region ................., Zonal Office ...........
4. Confirmed service :
5. Salary and allowances : Basic
   Allowances
   Gross Salary .................
6. Total deductions from salary (please attach last salary slip) : .................
7. Net salary paid : .................
8. Details of assets and liabilities of the employee (please provide a copy of the last statement of assets and liabilities) :
9. Particulars of the person whose pecuniary obligations are to be guaranteed :
   (a) Name
   (b) Relationship
10. Amount of pecuniary obligation/loan to be guaranteed :
11. Purpose of loan/obligation that is to be guaranteed:
12. Security offered by the: Primary ............... , Collateral ............... 
   (a) Borrower
   (b) Guarantor
13. Rate of interest, if any:
14. Name of the Bank and branch from whom the loan is to be availed of:

15. How and when the loan/obligation is proposed to be paid/adjusted:

16. Particulars of other assets/loans/liabilities of the person in whose favour guarantee is being undertaken

17. In case of default, how guarantor proposes to repay the total dues

I certify that the particulars furnished above are correct. I also undertake to meet the liability/demands raised under the guarantee being furnished by me from my own resources and that Bank will not have to take recourse to legal action against me for satisfaction of the guarantee in question. In case the guarantee being offered is in respect of a loan being taken from the Bank, I authorized the Bank/Trustees* to adjust the outstandings/demand raised by the Bank from any retirement benefits including Provident Fund (own as well as Bank’s contribution), Gratuity and leave encashment.

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

Signature of the applicant

I certify that the particulars furnished by the applicant have been verified by me and found to be correct.

I recommend the application for granting the permission to the employee to stand as guarantor.

-----------------------------------------------

BRANCH MANAGER

(* Letters of authorization to trustees are placed below)
24.2 SPECIMEN OF LETTER OF AUTHORITY ADDRESSED TO THE TRUSTEES OF THE PROVIDENT FUND AND GRATUITY FUND TO BE OBTAINED FROM THE EMPLOYEE AT THE TIME OF GUARANTEEING

THE PECUNIARY OBLIGATION OF ANOTHER PERSON

(To be executed by the employee)

Place: ______________
Date: ______________

To,
The Trustees,
State Bank of India Provident Fund/Gratuity Fund
Dear Sirs,

In consideration of the State Bank of India’s having given me permission to stand guarantee for a loan of Rs................. (Rupees ................................................ only) to be sanctioned to Shri/Smt. .........................................................., I hereby irrevocably authorize you to hand over to State Bank of India the cheque/draft for entire amount which is payable to me under the State Bank of India Employees’ Provident Fund Rules/Gratuity Fund Rules (in force for the time being) immediately after the same has become payable. Such payment shall be a valid discharge to you for the amount so paid and the same shall be binding on me and my heirs, executors and administrators and estate.

If any further application or letter or a receipt is required from me to authorize or enable you to hand over such cheque/draft and effect payment as aforesaid, I shall sign the same after being informed thereof by you or by the Bank. In the event of my failure, neglect, omission, inability or refusal to do so for any reason or cause whatsoever, I hereby irrevocably authorize State Bank of India acting through any of its officers, to sign any such application or letter, receipt or discharge or any other letter or writing required by the Trustees and the same shall be valid and binding on me and shall be a valid authorization receipt and discharge to the Trustees in the same manner as I had myself signed the same.

Yours faithfully,

(Employee)

Copy to,
STATE BANK OF INDIA,
_______________ BRANCH,
24.3 (SPECIMEN OF LETTER OF AUTHORITY ADDRESSED TO THE TRUSTEES OF THE PROVIDENT FUND AND GRATUITY FUND TO BE OBTAINED FROM THE NOMINEE(S) OF THE EMPLOYEES FOR HIS/HER PROVIDENT FUND BALANCE)

(To be executed by the Nominee/s)

Place : ______________
Date : ______________

To,
The Trustees,
State Bank of India Provident Fund/Gratuity Fund
Dear Sirs,

In consideration of the State Bank of India’s having given me permission to stand guarantee for a loan of Rs. ................. (Rupees ........................................................ only) to be sanctioned to Shri/Smt. ......................................................, I/we am/ are the nominee/s of the above Fund.

I/we hereby irrevocably authorize you to hand over to State Bank of India the cheque/draft for entire amount which is payable to Mr./Mrs./Miss __________ (employee of the Bank) under the State Bank of India Employees’ Provident Fund Rules/Gratuity Fund Rules (in force for the time being) – immediately after the same has become payable. Such payment shall be a valid discharge to you for the amount so paid and the same shall be binding on me/us and my/our respective heirs, executors and administrators and estate.

If any further application or letter or a receipt if required from me/us to authorize or enable you to hand over such cheque/draft and effect payment as aforesaid, I/we shall sign the same after being informed thereof by you or by the Bank. In the event of my/our failure, neglect, omission, inability or refusal to do so for any reason or cause whatsoever, I/We hereby irrevocably authorize State Bank of India acting through any of its officers, to sign any such application or letter, receipt or discharge or any other letter or writing required by the Trustees and the same shall be valid and binding on me/us and shall be a valid authorization receipt and discharge to the Trustees in the same manner as if I/We had myself/ourselves signed the same.

Yours faithfully,

(Nominee/s)

Copy to,

STATE BANK OF INDIA,
________________________ BRANCH,
CHAPTER-25

AREAS WHICH CAN BE OUTSOURCED

In terms of the Settlement with All India State Bank of India Staff Federation, the areas which can be outsourced by the bank includes:

(i) Outsourcing of Bank’s maintenance work at all the branches/offices/establishment/residential complexes etc. This will include all type of sweeping, washing, cleaning, dusting, polishing etc. of toilets, floors, wooden, glass surfaces, carpets, furniture and fixtures etc. It would also include maintenance of all electrical fittings/appliances generators, lifts etc. plumbing, painting, air-conditioning, gardens, open area around offices/residential complexes and/or any work for proper upkeep of the Bank’s own or leased moveable and immovable properties.

(ii) Outsourcing of cash replenishment in ATMs and also introduction of total outsourced model of ATMs.

25.1 CONTRACT FOR HIRING OF SERVICES

OBLIGATIONS OF PRINCIPAL EMPLOYERS

We refer to our circular letter No.CDO:IR:SPL:441 dated 1.2.2006 enabling outsourcing of maintenance functions at administrative office/service branches, keeping in mind the Bank’s needs for specialized and sophisticated techniques of cleaning and maintenance of its modern offices and establishments including toilets, lobbies etc. having marble floors, glass windows/partitions, polished/glazed furniture, fixture, fittings, computers, modern gadgets etc. Such outsourcing should always be through a reputed, experienced, specialized service provider.

2. As outsourcing is an entirely new mode of hiring of services in the Bank, it is necessary that all officers particularly the controllers/Asstt. General Managers/In-charge of Estate and Office Administration Departments/Branch Managers, dealing officers in HR Department at Zonal Office/Local Head Office etc. are fully conversant with the CL(R&A) Act and Rules governing contract labour and CVC Act providing guidelines of the bidding process. The provisions of the various labour welfare related Acts and Rules are enforced by the Labour Enforcement Department and their Inspectors periodically inspect branches/offices for compliances under CL(R&A) Act, Minimum Wages Act, Employees Provident Fund Act, Bonus Act etc. The Inspectors can inspect and recommend prosecution proceedings leading to heavy penalties and encumbrances to any contractor or principal employer (i.e. Bank) for lapses or failure. The controllers, therefore, have a critical role in proper implementation of any outsourcing exercise and supporting the operational units in areas like:-

(a) The tendering process, which should be transparent and compliant to CVC guidelines.
(b) Separating the inexperienced, undesirable bidders from genuine and experienced bidders through pre-qualification/pre-bid process. In terms of CVC guidelines, Bank is supposed to accept bids of L-1 (lowest bidder). We, therefore need to have a comprehensive pre-qualification/pre-bid process to weed out those bidders who are not up to the required standards, when screened on the basis of past experiences, average turnover in the past few years, market information, quality of performance, past record of compliances on labour laws etc.

(c) Drafting of the documents, which needs to be undertaken with assistance from Law Departments at LHO.

(d) All maintenance, repair functions are included in the contract with the housekeeping ones, to ensure that the operational units are relieved of day-to-day irritants. Also, a single agency in the premises would reduce chances of pilferage and future friction between the workers etc. The surplus staff utilized in cleaning work/maintenance work should then be redeployed elsewhere.

(e) The contracts should never be implemented only for cleaning/sweeping functions.

(f) Initiate fresh bidding process every 2 years. Renewal of contract should not be undertaken for more than 2 years.

(g) Ensuring that no direct control/relationship is established by branch/office with the contract employees, which may be used against the Bank to establish ‘employer-employee’ relationship.

3. For convenience we have drafted the required documents, which are enclosed for your guidance. The enclosures cover following subjects:-

(a) A checklist from the Law Department, Corporate Centre (Annexure-1).

(b) List of forms and registers to be maintained for the purpose of compliance CLR&A Act/Rules (Annexure-2).

(c) Important provisions of the CL(R&A) Act and Central Rules affecting the contract relationships between Bank and service provider (Annexure-3).

(d) Do’s and Don’ts for operative office/branches (Annexure-4).

(e) Draft documents for advertisement/pre-bid/bid/agreement, which may be suitably amended by the Law Department/with legal assistance according to specific requirements.

4. Lastly, we would like you to get an audit done of the procedure followed by you in this area by a retired Asstt. Labour Commissioner/Regional Labour Commissioner/Senior labour law practitioner, on payment of one time fee to take care of any violations of CLRA and other Acts. In case of doubt please do not hesitate to refer to us.

(NBG/P&HRD/IR/SPL/67 dated 17.05.2006)
ANNEXURE-I

25.2 CHECK-LIST FOR ENGAGING CONTRACTOR
WHERE CL(R&A) ACT, 1970 APPLIES

1. The person responsible for the supervision and control of the establishment shall make an application under Rule 17 of CL(R&A) Central Rules, 1971 (Rules) in triplicate, in Form I to the concerned registering officer alongwith treasury receipt showing payment of the fees for registration. Fees are payable as stated in Rule 26(1). “Principal Officer” is defined in Section 2(1)(g)(iv) of CL(R&A) Act, (hereinafter called the “Act”). In LHO, the principal officer would be the .................., State Bank of India as he is supervising the work of the contractor and pays salary.

2. Certificate of registration shall be granted under Section 7(2) of the Act, in Form II of the Rules.

3. Contractor is to take license under Section 12 of the Act by filing an application to the Registrar in triplicate in Form IV of the Rules accompanies by certificate from the principal employer in Form V of the Rules. The application shall also accompany treasury receipt, evidencing the deposit of security deposit in terms of Rule 24 and payment of fees at the rate specified in Rule 26(2).

4. License shall be granted under Section 12(1) of the Act in Form VI under Rule 25.

NOTE : The contractor is bound to comply with the terms and conditions of the license. The employer bank must obtain a copy of the license. License is valid for 12 months from the date it is granted or renewed (Rule 27).

5. Every contractor shall apply for renewal in Form VII within less than 30 days before the license expires. Fees for renewal is to be paid (refer Rule 29 and Section 13(3) of the Act).

6. Contractor cannot be engaged unless registration certificate is obtained by the employer bank and license is obtained by the contractor are required under the Act.

7. Principal employer is responsible to pay wages, on failure of the contractor and may recover thereof from the contractor as provided in Section 21 of the Act. ‘Wage’ is defined as occurring in Payment of Wages Act. [Section 2(1)(h)].

8. The contractor is liable to provide canteens, rest rooms, first-aid facilities, sufficient supply of wholesome drinking water, latrines, urinals and washing, as provided in Section 16 to Section 19 of the Act, read with Rules 40 to 62. Rule 59 provides what equipments are maintained in first-aid box.

9. Responsibility for payment of ‘wages’ [as defined in Section 2(1)(h)] of the Act is provided in Section 21, read with Rule 63 to 73. On failure of the contractor to pay wages, it is the responsibility of the principal employer to provide the
same and recover the contractor.

10. The contractor shall fix the wage period which shall not extend more than one month (Refer Rule 64).

11. All wages shall be paid on a working day in the working premises and during the working time on the date notified in advance (Refer Rule 67).

12. Wages shall be paid without any deductions of any kind as permissible under the Payment of Wages Act or specified by the Central Government by general or special order (Refer Rule 70).

13. Contractor shall display notice at the working place showing wage period and the place and time of disbursement of wages with copy to the employer under acknowledgement (Refer Rule 71).

14. Authorised representative of the principal employer shall record under his signature at the end of the entries in the register of wages or the register of wage-cum-muster roll as the case may be in the following form.

“Certified that the amounts shown in column no…. has been paid to the workmen concerned in my presence on………… at……………………”

(Refer Rule 73).

As an abundant caution, a copy of the wage-cum-muster roll as certified be retained by the principal employer.

15. Every principal employer shall maintain in respect of each registered establishment, a register of contractors, in Form XII (refer Rule 75).

16. Every principal employer shall maintain in respect of very registered establishment where he employs contract labourers, a register in Form XIII refer Rule 75).

17. Every contractor shall issue an employment card in Form XIV to each worker within 3 days of the employment of the worker (refer Rule 76).

18. After termination of work, a service certificate should be given by the contractor to the contract labourer in Form XV (refer Rule 77).

19. Every contractor shall:-

(i) maintain a muster roll and a register of wages Form XVI and Form XVII, respectively

(ii) maintain a register of deduction of damages or loss, register of fines and register of damages or loss, register of fines and register of advances in Form XX, Form XXI and Form XXII, respectively

(iii) maintain a register of overtime in Form XXIII

(iv) obtain a signature or thumb impression of the worker concerned on the register of wages or muster roll-cum-register, as the case may be and authenticated b the initial of the contractor or his authorized
representatives and the representative of the principal employer in the matter provided in Rule 73

(v) in respect of establishment which are governed by the Payment of Wages Act and Rules made thereunder specified record are to be maintained by a contractor as employer under the said Act and Rules:–

(a) Muster roll
(b) Register of wages
(c) Register of deductions
(d) Register of overtime
(e) Register of fines
(f) Register of advances
(g) Register of wages slips

(Refer Rule 78)

20. All records are to be maintained within the precincts at a workplace or a place within the area of 3 kms. and to be produced or asked to produced by the inspector or any authority under the Act (refer Rule 80).

21. (i) Notices showing the rates of wages, hours of work, wage period, dates of payment of wages, names and addresses of workers and date of payment of unpaid wages shall be displayed at the establishment and the work site by the principal employer or contractor as the case may [Rule 81(1)(i)].

(ii) Every principal employer shall within 15 days of commencement or completion of each contract work submit return to the inspector intimating the actual date of commencement or as the case may be of the completion of such work in Form VI-B [Refer Rule 81(3)].

22. The principal employer shall send an annual return in Form XXV to the Registering Officer [Rule 82(3)].

23. All papers and documents and records must be made available to the inspector in terms of Section 28 of the Act.

24. Any contravention of the provisions regarding employment of contract labourer as provided in Section 23 of the Act, may extend to 3 months imprisonment or with fine or with both.

25.3 GENERAL COMMENTS:

(i) Before engaging the contractor, registration certificate and copy of the license of the contractor must be obtained.

(ii) The constitutional document of the contractor i.e. in case of a company, Articles of Association, Memorandum of Association, Certificate of Incorporation and in case of public limited company, the commencement of business certificate should be looked into to ensure that the company can do the business of contract, for the purposes, it is entering into a contract. It is necessary to see the common seal clause in the articles to ensure who is authorized to
affix common seal. Necessary resolution of the company should be obtained. Similarly, in case of partnership document, it is to be ensured that it is a registered partnership firm and the copy of the registered partnership deed should be obtained. Authority of the partners to enter into agreement and to sign thereof should be examined.

(iii) The agreement should be executed by paying applicable stamp duty as of agreement and signed by two witnesses.

(iv) There should not be any supervision or control by the Bank in respect of the employees, employed by the contractor to fulfill the obligation of the contract.

(v) The contract should avoid to specify the number of persons required but must quantify in detail in a schedule the work itself.

(vi) Bank must not sanction any leave or pay-in-advance, issue any cheque in favour of the employees of the contractor. Bank must not intervene in the matter of maintenance or record by the contractor in respect of its employees. Bank must not involve itself in any matter of the employees of the contractor.

(vii) The agreement while narrates the nature of job, it must no state performance of any of the job other than which are mentioned in the agreement.

(viii) The agreement must mention that the contractor should abide by all applicable laws, viz. Minimum Wages Act, Employees’ Provident Fund Act, Workmen Compensation Act, Payment of Wages Act etc.

(ix) The contractor should submit the printed bills and signed under the rubber stamp.

(x) The contract should maintain record through his staff and not through the staff of the principal employer.

(xi) The contractor’s labourer should do only the specific work agreed by the contractor.

(xii) The contractor should issue photo identity card to the workers under his name, designation and signature.

(xiii) The contractor should not be a cloak for suppressing the facts and the contractor should not be treated as commission agent.

(xiv) All focus should be on contractor and not on the contract labour
### ANNEXURE 2

#### 25.4 FORMS/REGISTERS TO BE USED

1. **To be used by the principal employer:**

<table>
<thead>
<tr>
<th>Forms</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form I</td>
<td>Application for registration of establishment [Rule 17(1)]</td>
</tr>
<tr>
<td>Form II</td>
<td>Certificate of Registration from the Government [Rule 18(1)]</td>
</tr>
<tr>
<td>Form V</td>
<td>Certificate of engagement of the contractor [Rule 21(2)]</td>
</tr>
<tr>
<td>Form VI(b)</td>
<td>Notice for commencement/completion of contract [Rule 81(3)]</td>
</tr>
<tr>
<td>Form XII</td>
<td>Register of contractors employed at the establishment (Rule 74)</td>
</tr>
<tr>
<td>Form XVI</td>
<td>The muster roll maintained by the contractor (to be authenticated by</td>
</tr>
<tr>
<td></td>
<td>representative of principal employer) [Rule 78(1)(a)(i)]</td>
</tr>
<tr>
<td>Form XVII</td>
<td>Register of wages maintained by the contractor (to be authenticated by the</td>
</tr>
<tr>
<td></td>
<td>representative of principal employer) [Rule 78(1)(a)(i)]</td>
</tr>
<tr>
<td>Form XXV</td>
<td>Annual return by the principal employer to Labour Enforcement Department</td>
</tr>
<tr>
<td></td>
<td>within 15 days of the end of the year.</td>
</tr>
</tbody>
</table>

2. **To be used by the Contractor:**

<table>
<thead>
<tr>
<th>Forms</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form IV</td>
<td>Application by contractor for license containing particulars of location/</td>
</tr>
<tr>
<td></td>
<td>nature of process/operation or work for which the labour is to be employed</td>
</tr>
<tr>
<td></td>
<td>(A license under S-12/1 stipulates condition as to hours of work, fixation</td>
</tr>
<tr>
<td></td>
<td>of wages and other essential amenities. (Rule 2(i))</td>
</tr>
<tr>
<td>Form VI</td>
<td>License to the contractor from the Government [Rule 25(1)]</td>
</tr>
<tr>
<td>Form VI(a)</td>
<td>Notice for commencement/completion of work at each establishment. (Rule</td>
</tr>
<tr>
<td></td>
<td>25(2)(viii))</td>
</tr>
<tr>
<td>Form XIII</td>
<td>Register of workmen employed by the Contractor (Rule 75)</td>
</tr>
<tr>
<td>Form XIV</td>
<td>Employment card to each worker (to be issued within 3 days) (Rule 76)</td>
</tr>
<tr>
<td>Form XV</td>
<td>Service certificate for workers whose services are terminated (Rule 77)</td>
</tr>
<tr>
<td>Form XVI</td>
<td>The muster roll maintained by the contractor (to be authenticated by the</td>
</tr>
<tr>
<td></td>
<td>representative of principal employer) [Rule 78(1)(a)(i)]</td>
</tr>
<tr>
<td>Form XVII</td>
<td>Register of wages maintained by the contractor (to be authenticated by the</td>
</tr>
<tr>
<td></td>
<td>representative of principal employer) [Rule 78(1)(a)(i)]</td>
</tr>
<tr>
<td>Form XIX</td>
<td>The wages slip [Rule 78(1)(b)]</td>
</tr>
<tr>
<td>Form XX</td>
<td>Register of deduction for damages or losses [Rule 78(1)(a)(ii)]</td>
</tr>
<tr>
<td>Form XXI</td>
<td>Register of fines levied [Rule 78(1)(a)(ii)]</td>
</tr>
<tr>
<td>Form XXII</td>
<td>Register of advances to the workers [Rule 78(1)(a)(ii)]</td>
</tr>
<tr>
<td>Form XXIII</td>
<td>Register of overtime to workers [Rule 78(1)(a)(ii)]</td>
</tr>
<tr>
<td>Form XXIV</td>
<td>Return by the contractor to the licensing officer - Half yearly [Rule 82(1)]</td>
</tr>
</tbody>
</table>
These forms/registers are available with Labour Departments/books on CL(R&A) Act, 1970.

**Rule 81(1)(i) :**

Notice showing the rates of wages, hours of work, wage periods, date of payment of wages, names and addresses of the inspectors having jurisdiction and date of payment of unpaid wages, to be displayed in English, Hindi and local language in conspicuous places at the establishment and the work site by principal employer or the contractor, as the case may be.

**Rule 7 :**

A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work. A copy should be sent by contractor to principal employer.

### 25.6 ANNEXURE 3

**IMPORTANT ASPECTS OF**

**CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970**

**AND**

**CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971**

- The Contract Labour (Regulation and Abolition) Act, 1970 [CL(R&A) 1970 for short] was enacted by the Parliament in 1970 and came into force on 10.2.1971. *It seeks to regulate the employment of contract labour in certain establishments and to provide for its abolition under certain circumstances.*

- The Central Rules on CL(R&A) Act was made in 1971 and provides with functional guidelines.

### 25.6.1 APPLICATION OF THE ACT :

- Under Section 1(4), the CL(R&A) Act, 1970 is applicable:-

  - To every establishment in which twenty (20) or more **workmen are employed** or were employed on any day in preceding 12 months as contract labour. The establishment is required to obtain registration in terms of Section 7 of the Act and Rule 17 of Central Rules.

  - To every contractor who employs or who employed on any day of the preceding twelve months twenty (20) or more **workmen**, and the contractor is obliged to obtain license from the licensing officer in terms of Section 12 of the Act read with Rule 21 of the Rules.

- For banks or insurance companies, the appropriate Government to decide the application of the Act or to issue notification prohibiting the use of contract
labour [Section 2(a)(i) of the Act], is the Central Government which will act after consultation with the Central Advisory Board and after considering the following parameters in respect of each establishment or class of establishments:-

(a) Whether the process, operation or other work is incidental to, or necessary for the industry, trade, business, manufacture or occupation carried on in the establishment.

(b) Whether it is of perennial nature.

(c) Whether it is done ordinarily through regular workmen in that establishment or an establishment similar thereto;

(d) Whether it is sufficient to employ considerable number of whole time workmen [Section 10(2) of the CL(R&A) Act].


➢ A Constitution Bench of the Supreme Court on 30.8.2001 in Steel Authority of India Ltd. & Others Vs. National Union Water Front Workers and Others considered the validity of the notification issued by Government of India dated 9.12.1976 etc. After examining the contentions of SAIL & Other public sector undertakings including State Bank of India it gave its verdict that:

• the notification issued by the Central Government on 9.12.1976 did not satisfy the requirements of Section 10 of CLRA 1970 as it was an omnibus notification. Hence the notification is not sustained/is set aside.

• when a notification is issued by the appropriate Government under Section 10(1) of CLRA 1970 prohibiting contract labour in any establishment the principal employer does not automatically become liable to absorb the contract labour as there is no such requirement/obligation under the Act.

• the contract labour can raise an industrial dispute regarding the existence of a master and servant/employer-employee relationship between them and the principal employer. Such cases will be examined only by the Tribunals and Labour Courts, High Courts were not to interfere or entertain such cases. If the adjudicator finds that the contract was not a bonafide one but a camouflage, he will have jurisdiction to adjudicate the dispute and direct that such labour be treated as employees of the principal employer and that their services be regularised in the establishment subject to the contract labour being otherwise suitable after appropriate relaxation in maximum age and qualification.
other than technical qualification.

- if the adjudicator finds the contract to be genuine, then he may direct that in the event of the principal employer intending to employ regular workmen for the activities prohibited for contract labour in his establishment, preference would be given to the erstwhile contract labour, if otherwise found suitable.

- Implications of the judgement, w.e.f. 30.8.2001 of Supreme Court is that there is no prohibition as of now on banks for engaging contract labour even for sweeping, cleaning, dusting and watching the premises belonging to them or occupied by them till such time the Central Government issues any fresh Notification after following the provisions of Section 10 of CL(R&A). It is likely that a fresh notification may be issued by Government of India in the near future and, therefore, the contracts should:
  - be for smaller period of say one year,
  - contain appropriate clauses that in case a fresh notification is issued the contract would be discontinued forthwith and no compensation would be payable to the contractor, nor, the contract labourer shall have right to absorption.

25.7 IMPORTANT PROVISIONS OF CL(R&A), 1970:

Definition of principal employer:

- The principal employer in relation to any office or department of the Government or local authority is the head of that office or that department or such office or local authority as the case may be [Section 2(g)(i)].

Definition of establishment:

- From a plain reading of Section 1(4) of the Act it appears that each branch/office of a bank would be an establishment under the act. Depending upon administrative exigencies there could be a single contractor for work relating to several branches/offices in a contiguous area. The question of registering the establishment individually or as a group in terms of Section 7 of the Act and licensing of the contractor in terms of Section 12 of the act would then arise only if the total number of contract labour in branches/offices individually or as a group is 20 or more.

Registrations of principal employers:

- Principal employer has to obtain Certificate of Registration for the establishment from Labour Enforcement Authority. Section 7 of CL(R&A) Act & Central Rules, 1971 - Rule 18 prescribes the manner and forms.
Effect of non-registration:

- No principal employer of an establishment, to which this Act applies, shall:
  
  (a) in the case of an establishment required to be registered under Section 7, but which has not been registered within the time fixed for the purpose under that section,
  
  (b) in the case of an establishment the registration in respect of which has been revoked under Section 8,
  
  (c) employ contract labour in the establishment after the expiry of the period referred to in clause (a) or after the revocation of registration referred to in clause (b), as the case may be.

Licensing of Contractors:

- Every contractor has to obtain a license under Section 12 of the Act and will undertake/execute any work in accordance with a license issued by Licensing Officer. The license would contain details of service conditions as to hours of work, fixation of wages and other amenities in respect of contract labour. CL(R&A) Central Rules, 1971 - Rule Nos. 21 to 24 prescribe the forms which should be accompanied with drafts towards security and fees.

- One of the important conditions for granting license to a contractor under the Act is that in case the workmen employed by the contractor perform the same or similar kind of work as the workmen directly employed by the principal employer of the establishment, the wage rates, holidays, hours of work and other conditions of service of the contract labour shall be same as applicable to the regular employees of the establishment.

25.8 CHAPTER V (SECTION 16 TO 20 OF CLRA):

Amenities and Welfare of Contract Labour:

Liability of Principal Employer:

- Section 20 of CL(R&A) Act defines the liabilities of principal employer. If any amenity is required to be provided by the contractor under Section 16 (canteen facility), Section 17 (overnight rest room), Section 18 (supply of wholesome drinking water, latrines and urinals, washing facilities), Section 19 (first-aid facilities) for the benefit of contract labour is not provided within the prescribed time limits by the contractor, such amenity will be provided by the principal employer. The principal employer can, however, recover the costs from the contractor either by deduction from any amount payable to the contractor or as a debt payable by the contractor (The principal employer would, therefore, have to constantly monitor these compliances).
25.9 **Canteen facility**:

- Section 16 of CL(R&A) Act read with Rule 42 to 50 of CL(R&A) Central Rules, 1971 details the canteen facility to be provided by the contractor if the work is for more than 6 months and involves more than 100 workers ordinarily within 60 days of employment. The specifications in respect of space, sanitation, utensils, food stuffs etc. have been laid down in these rules. **In case the contractor fails to provide the facility within the time laid down the same shall be provided by the principal employer within 60 days of the expiry of contractor’s period.**

25.10 **Rest Rooms**:

- Section 17 of CL(R&A) Act read with Rule 41 of CL(R&A) Central Rules, 1971 specifies the overnight rest rooms, in case the labourers are required to stay late. The contractor is to provide the facility within 15 days of commencement of the employment of labour. **If the contractor fails to provide the amenities within the prescribed period, the principal employer shall have to provide the same within 15 days of expiry of the said period.**

25.11 **Drinking water, urinals etc.**:

- Section 18 of CL(R&A) Act read with Rule 40 and 51 to 57 of Central Rules, 1971 lays down the specifics for providing drinking water, latrines and urinals, washing facilities etc. within 7 days of commencement of employment. **In case the contractor fails to do so then principal employer would have to provide the same within 7 days of expiry of the said period.**

25.12 **First aid facilities**:

- Section 19 of CL(R&A) Act read with Rule 58 to 62 of Central Rules, 1971 details the specifics related to first-aid boxes i.e. 1 box for every 150 labourers, items to be kept, duties of in-charge, training etc.

25.13 **SECTION 21 : PAYMENT OF WAGES**:

25.13.1 **Responsibilities of principal employer**:

- Principal employer authorises a representative to be present at the time of disbursement of wages. This representative certifies the amounts paid as wages. The contractor is duty bound to pay in presence of authorised representatives. In case the contractor fails to make the payment within time or makes short payment then principal employer is to make payments.
  - Wage period can be fixed by the contractor but cannot be more than one month.
  - All payments are to be made on working days within working time and on dates notified in advance.
  - Central Rules, 1971 : Rule 63 to 73 specifies the modes of payment,
Rule 25 of the CL(R&A) Rules, 1971 provides us of the service conditions of contract labour for which the contractor has agreed. It specifies that the wages of the workers will not be less than the rates prescribed under Minimum Wages Act, 1948 for such employment and where the rates have been fixed by any settlement or award, not less than the rates so fixed. In cases where workman employed, performs the same or similar level of work as the workmen directly employed by the principal employer; the wage rates, holidays, hours of work and other conditions of service of the contract workers shall be the same as the workmen directly employed by the principal employer.

25.13.2 INSPECTION BY LABOUR INSECTORS:

- Under Section 22 of CL(R&A) Act, the contractor and principal employer are required to provide the Labour Inspectors with reasonable facilities and access for inspection of books and records.
- Section 28 of CL(R&A) Act: Inspectors appointed by the appropriate authority can:
  - Enter the premises/establishment at all reasonable hours.
  - Examine any person whom he believes to be workman.
  - Require any person to give information.
  - Seize to take copies of registers, record of wages etc.

25.13.3 COMPLIANCES BY PRINCIPAL EMPLOYER:

- Registers, Records, Notices etc.:
  - Section 29 of CL(R&A) Act read with Chapter VII, Rule 74 to 83 of Central Rules, 1971 specifies the various registers, records, notices, forms etc. to be maintained by the contractor and the principal employer. Under these rules the principal employer is required to:
    - maintain a register of contractors with respect to each establishment
    - display notices as provided under Rule 81 of Central Rules, 1971
    - submit return as provided under Rule 82 of Central Rules, 1971.
- The other Acts applicable to workers are:
  - EPF and Miscellaneous Provision Act, 1952 (the contributions in the same manner and rates as applicable to employees of own establishment),
  - Payment of Wages Act
  - Minimum Wages Act, 1948
  - ID Act, 1947 (between contractor and the labourer)
  - Workers Compensation Act, 1923 (U/S 12 - if the worker is used for the
purpose which ordinarily permanent employees do then principal employer is to pay the same compensation and recommendations from contractor).

ANNEXURE 4

CHECKLIST ON DO’s AND DON’T’s

1. Contract labour is not an “easy way out” but is meant to reduce efforts and man-hours in non-core activity areas. **Never engage service provider/contractor without controller’s permission.**

2. Enter into **contract only with reputed and specialised service providers of proven capability.** The contractors have to obtain license from the Labour Department (for each contract), maintain books/records in compliance of CL(R&A) Act, Minimum Wages Act etc.

3. On behalf of the Bank, the principal employer **will obtain registration of the establishment, for each contract,** under rule-17(1) of CL(R&A) Act, by applying on the prescribed format to the Labour Department, **within 15 days of commencement of each contract.**

4. The tender and agreement documents are legal documents. **Get it vetted by the Law Department at LHO before usage.**

5. Ensure that the agreement between Bank & Service Provider is always kept valid. **Do not continue services under the agreement after expiry of contract period.**

6. **The tender process should be completed in accordance to CVC guidelines.** It should be transparent, and provide complete details of the services expected. Wide participation of bidders should be ensured by notification in local newspapers and Bank’s website.

7. **DEFAULT BY THE CONTRACTOR TO COMPLY WITH THE STATUTORY PROVISIONS BRINGS PRINCIPAL EMPLOYER INTO PICTURE WHO MAY THEN HAVE TO COMPLY WITH THE ACT WITHIN THE PRESCRIBED TIME LIMITS LAID DOWN IN CL(R&A) CENTRAL RULES, 1971.**

   Principal employer/authorised representative should, therefore, **ensure in respect of Sections 16, 17, 18, 19, 20 and 21 of Chapter V of CL(R&A) Act, 1970,** Minimum Wages Act, Payment of Gratuity Act etc. **compliance of all statutory legislations** for the contract labour

8. **Take information from contractors on ESI, PF, Insurance cover, wage periods, weekly holidays, financial year, paid holidays, leave rules applicable, pay and allowances, migrant labour, sub-contractors. Be vigilant, without entering into unnecessary correspondence**

9. **Notices under Rule 7 and 81(1)(i) of CL(R&A) Rules, should also be displayed in the premises.**

10. **Always witness wage payments by the contractors.** Treat this as sacrosanct duty. **In case of default in payment of monthly wages by the**
contractor, the principal employer is liable to pay wages and recover/deduct from the contractor’s dues.

13. Educate contractors on:-
   (a) safety (b) registers and returns (c) provisions of applicable laws.

14. Do not “supervise and control” labour of contractor. They are not your employees.

15. Do not deal with unions of contract labour - let their employers handle them.

16. Keep an eye that contractor’s recruits are medically fit, literate and young labour fulfilling your job specifications. When necessary, eg. Security Services contract ask for Police verification report, Character Certificates etc. from the Contractor but never do it yourself.

17. Do not issue character certificates/satisfactory service certificates/overtime slips/petty cash payments for local errand/casual work etc. to contract labour. These may be used against you in courts for establishing employer-employee relationships and absorption in Bank’s service.

18. Do not enter into direct correspondence with the contract labour at any cost. If the contractor provides service at more than one establishments then advise him to rotate staff periodically say in six months. This is not only important for security purposes, but also reduces chances of developing affinity.

19. Do not use contract labour against leave/deputations of your own employee.

20. Ensure address/name of Labour Enforcement Inspectors having jurisdictions on your establishment is displayed on your gate prominently.

DRAFT OF NEWSPAPER ADVERTISEMENT

STATE BANK OF INDIA

HOUSING KEEPING AN MAINTENANCE CONTRACT

INVITATION FOR TENDER

State Bank of India, having its Local Head Office/Zonal Office/Regional Office/Branch Office at.........................invites sealed offers from eligible persons having sound financial back ground, required experience, technical expertise, mechanized equipments, adequate qualified technical/skilled personnel and who satisfy the following specific qualification criteria in SINGLE STAGE TWO ENVELOPE SYSTEM - one containing the qualification proposal and the other, the price proposal for undertaking house-keeping and maintenance job/work involving mechanized cleaning, vacuum sweeper, pest control, gardening, repairs, etc. of Bank’s premises described in the Schedule (Establishment).
### Specification of the work
- Mechanised cleaning, vacuum sweeping, spray/manual dusting, mopping, water/chemical cleaning of schedule premises comprising of marble/quality granite, ornamental and decorative wooden furniture of high value, crystal glass doors/panes, modern electric gadgets, windows, window glasses, curtains and blinds, carpets, windscreens, polished metal surfaces including lobby areas, lounges, corridors, toilets and wash basins, etc. and exterior cleaning, polishing of glasses and metallic engravings, logs, sign names etc. and pest control measures plus specific maintenance activities like electrical repairs/carpentry, sanitary repairs and such other repairs required to keep the premises in excellent condition.

### Duration of the work
- For a period of 12 months from the date of acceptance unless renewed for a further period of one year.

<table>
<thead>
<tr>
<th>Specification of the work</th>
<th>Duration of the work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanised cleaning, vacuum sweeping, spray/manual dusting, mopping, water/chemical</td>
<td>For a period of 12 months from the date of acceptance unless renewed for a further</td>
</tr>
<tr>
<td>cleaning of schedule premises comprising of marble/quality granite, ornamental and</td>
<td>period of one year.</td>
</tr>
<tr>
<td>decorative wooden furniture of high value, crystal glass doors/panes, modern electric</td>
<td></td>
</tr>
<tr>
<td>gadgets, windows, window glasses, curtains and blinds, carpets, windscreens, polished</td>
<td></td>
</tr>
<tr>
<td>metal surfaces including lobby areas, lounges, corridors, toilets and wash basins, etc.</td>
<td></td>
</tr>
<tr>
<td>and exterior cleaning, polishing of glasses and metallic engravings, logs, sign names</td>
<td></td>
</tr>
<tr>
<td>etc. and pest control measures plus specific maintenance activities like electrical</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>premises in excellent condition</td>
<td></td>
</tr>
</tbody>
</table>

2. Qualification criteria:
   - a) Should have minimum 5 years experience and technical expertise in undertaking similar works with average annual turnovers of Rs....... lacs every year.
   - b) Should have requisite licences, approvals, certificates from all statutory including Municipal/Labour/PF/Income Tax/Sales Tax/Commercial Tax/ESI Departments valid for the entire duration of the above work.
   - c) Should have adequate qualified technical and skilled personnel.
   - d) Should not have abandoned any work nor rescinded any part of their contract during the last 5 years.
   - e) Should produce satisfactory performance certificate/s from the previous two employers.

3. The pre-qualification/post-qualification of the bidders would be based purely upon their capability, competence, capacity, resources, experience and expertise. The bidders would be required to submit documentary evidence in support of the above criteria along with their qualification proposals.

4. Interested persons may inspect the establishment and obtain the tender documents from the office of.............................. at

5. A complete set of tender documents may be collected from the above office on payment of non-refundable fee of Rs........ (Rupees...................... only), during the normal office hours on all working day from.................. (date) to............(date).

6. All completed tender documents should be submitted on or before............. (date) along with Earnest Money Deposit of Rs................... by way of Banker’s Demand Draft or Banker’s Cheque in favour of ................................................................. and payable at
7. Conditional tenders will not be accepted.
8. The Bank reserves the right to reject any or all the proposals without assigning any reason thereof.

Schedule

Description of the establishment

STATE BANK OF INDIA
LHO/ZO/RO/BRANCH OFFICE

To,

Dear Sir/s,

INVITATION FOR TENDERS FOR HOUSE KEEPING AND MAINTENANCE SERVICES IN THE ESTABLISHMENT/S DESCRIBED IN SCHEDULE I

1. The specification of the work for which the tenders are invited is as per Schedule II.
2. Sealed tender documents duly completed in all respect shall be submitted to .................................................................either in person or by post so as to reach the Bank on or before............................................... The Bank will not be responsible for any postal delay/loss/non-receipt thereof. No consideration will be given to a tender received after the date specified above and such tenders are deemed to be rejected.

(i) The tender documents are not transferable.

(ii) Incomplete tenders and not conforming to the requirements of the invitation for tenders are liable to be rejected. Tenders submitted by a firm shall be signed separately by each members thereof and in the absence of any partner,
shall be signed by the Power of Attorney holder. Tender by a company shall be executed by person/s duly authorized under the resolution of the Board of Directors of the Company.

3. The offers are to be submitted in two bid patterns: The qualification proposal and the price proposal in two separate sealed covers distinctly marked accordingly and both the proposal then put in a third envelope and sealed duly superscribed as Tender for ................................................................. Contract for SBI at ..............................................(place).

4. Earnest money deposited will be refunded to all except the successful bidder.

5. Qualification proposals will be opened at ............. hours on ..........(date) at the office of ............................................. in the presence of bidders or the bidders duly authorized representatives.

6. The price proposals of those qualified bidders based on qualification proposals will be opened in the presence of bidders or the bidders duly authorized representatives at the time and date and the venue to be advised by the Bank after approval of the evaluation of the qualification proposal. The authorized representatives should bring necessary authority letters under an official letter head of the bidders conferring full and comprehensive authority to deal with all matters relating to the tenders.

7. The tenderer should also submit the following documents along with their offers in support of:-

(a) List of personnel actually required for the services including the names of technical/skilled personnel.

(b) List of machinery and equipments available on hand (own) for the work and proposed to be inducted.

(c) List of works on hand indicating description of work, contract value, date of award, number of personnel and equipments deployed, supportive documents from the organization to be enclosed.

8. The tenderer should submit Revenue/Banker’s solvency certificates for Rs.... lacs.

9. The contract for services would be for a period of Twelve (12) months from the date of acceptance subject to renewal for a further period of one year on the same terms and conditions and upon renewal of license by the contractor on or before expiry of the license granted by the Appropriate Authority under the CL(R&A) Act, 1970. However, the contract will not be renewed beyond 2 years.

10. The Courts in ............. city alone shall have the jurisdiction in respect of any or all matters relating to or connected with the tender.

11. The Bank does not bind itself to accept the lowest tender and reserved to itself the right to reject any or all the tenders received without assigning any
12. Final award of the contract for housekeeping services will be subject to the approval of the competent authority in the Bank.

13. The specification, duration of the work and the terms and conditions under which the contract is required to be performed and also the right and obligations of the person/s whose tender is accepted shall be under an Agreement to be executed in the form, enclosed as Annexure…….., and the person submitting the tender shall have read the same and is always deemed to have read and understood the same before submitting his tender.

Sd. By Duly Authorised Signatory

Schedule I & II

AGREEMENT FOR HOUSE KEEPING AND MAINTENANCE SERVICES

THIS AGREEMENT made at......................... on this ___day of ______20__ between STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act, 1955n having its Corporate Centre at Madam Cama Road, Mumbai 400 021 and one of its Local Head Office/Zonal/Regional/Branch other offices at............................. (hereinafter referred to as “the Bank” which expression shall include wherever the context so permits its successors and assigns) OF THE ONE PART

AND

..........................(hereinafter referred to as “THE CONTRACTOR” which expression shall include wherever the context so permits its/his successors and assigns) OF THE OTHER PART.

WHEREAS the Bank has invited offers for rendering housekeeping/maintenance services (Services) at the premises morefully described in the Schedule I (Establishment (Schedule in detail as per local requirements).

AND WHEREAS the contractor offered its/his services for a consideration morefully described in Annexure ‘A’.

AND WHEREAS pursuant to the acceptance of the offer, the parties hereto are desirous of entering into an agreement being these present on the various terms and conditions hereinafter appearing

NOW IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between the parties thereto as follows:-

1. The contractor shall arrange for the services at the Establishment. He shall adhered to the Schedule as to time and work to be performed as mentioned in
the Schedule II more specifically described hereunder.

2. The charges for rendering the services payable by the Bank to the contractor shall be Rs.…………. (Rupees……………………………………..only) exclusive of all taxes. The details of which are as detailed in Annexure ‘A’. This agreement is for providing the services and is not for supply of contract labour and that the persons employed by him for providing the services morefully described in Schedule II shall be the employees of the contractor and not of the Bank.

3. The Bank may provide (but not bound to do so) a few selected articles/equipments for use in the Bank’s premises for the purpose. The contractor shall take care of the said articles/equipments as a bailee, in terms of the provisions contained under the Indian Contract Act and duly return them in good working order and condition to the Bank on and at the expiry of the currency of these presents. The daily and periodical maintenance of the articles/equipments shall be the sole responsibility of the contractor. The cost of replacement/repair and servicing of all the articles/equipments during the currency of these present shall be borne exclusively by the contractor only.

4. All the materials used for services should be certified ISI mark and or as per the brand name/others as may be specified by the Bank. Chemicals, sprays, detergents and other materials should be of high quality satisfactory to the Bank and shall be procured from reputed dealers/shops. The contractor shall arrange for their purchase on his own and shall bear all expenses in connection with such purchases including their transportation.

5. The contractor shall always have on his active rolls the services of sufficient number (as indicated in his offer documents) of able, efficient, clean, healthy, honest, well behaved and skilled persons including qualified technical or supervisory staff for rendering services at the establishment/s.

6. The contractor shall provide adequate number of supervisors as his agents or nominees for supervising the services, who will personally supervise and check the working the Electrician, Plumber, Carpenter and other housekeeping personnel engaged by the contractor.

7. The contractor shall be responsible for the good conduct and performance on the part of his personnel and the contractor shall and be deemed, for all legal and contractual purposes, the employer of the said personnel engaged by him and such persons shall not have any claim for employment in the Bank in whatsoever and howsoever manner or in any connection therewith against the Bank now or at a future date. He will, at the request of the authorized officer of the Bank/establishment remove from the work any person engaged by him for the services, who may be unsuitable or incompetent or whose conduct is not trustworthy or who misbehaves and/or is not courteous, polite with the employees of the Bank or its customers or third parties.

8. The contractor shall strictly comply with all labour and such other statutory laws in relation to the services to be provided and the personnel engaged
by the contractor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the contractor. The Bank shall not be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the contractor and it shall be the sole responsibility and liability of the contractor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

9. The contractor shall be responsible for the training, allotment of duties, hours of work and timings to the engaged personnel for the purpose. The contractor shall alone have the right to exercise control, give directions and manage the personnel engaged for the purposes.

10. The contractor shall provide proper uniform to all personnel and ensure their cleanliness and upkeep. Separate uniforms need to be provided for different categories of staff viz. technical, supervisors, skilled/unskilled and others etc.

11. The contractor shall ensure excellent standard of housekeeping and maintenance and also ensure that the entire premises are kept hygienic and clean. Preventive pest control measures will also have to be done by the contractor. The cleansing material, equipments should be arranged by the contractor.

12. The contractor shall discharge his obligation under these presents most diligently, efficiently and honestly.

13. The contractor shall bear all costs and expenses and stamp duty in respect of all agreements that may be entered into with the Bank to give effect to this arrangement.

14. The contractor shall alone bear all taxes, rates, charges, levies or claims whatsoever as may be imposed or levied by the State/Central Government(s) or any local body or authority for and in connection with the rendering services.

15. The contractor will be obligated to meet the Premises Committee once in a month for assessing and monitoring the quality of house keeping services rendered as may be decided by the Bank and for which notice will be given to the contractor either in person or by a written communication. The contractor shall comply with such observations/feedback made and furnished by the Bank for improvement of the services by him/her. However, the continuance of the contract shall be subject to review of the performance from time to time and in case the performance is not found to be satisfactory by the Bank for any period under such review, the Bank at its discretion, reserves its right to terminate these presents under due notice to the contractor without incurring any further liability therefor.
16. The agreement shall come into force and be effective from............... for a period of 1(one) year and expires on............... Subject to the review of satisfactory performance by efflux of time or earlier by one month’s notice at the option of the Bank in the event of unsatisfactory performance or any breach of any of the stipulated conditions or qualitative dimensions of the various services agreed upon by the contractor under these presents. The contractor may, after giving three months’ notice to the Bank terminate the contractor, if he so desires at any time during the course of the currency of this agreement. The contract may be renewed for a further period of 12 months under the same terms and conditions stated in this Agreement.

17. The contractor shall deposit a sum of Rs................... (Rupees......................only) as SECURITY DEPOSIT with the Bank for due fulfillment and performance of the contract. The Security Deposit shall be held in Term Deposit with the State Bank of India in the joint names of the Bank and the contractor and the deposit receipt will be kept in the custody of the Bank. Periodical interest accrued on the deposit may be claimed by the contractor, under intimation to the Bank. The Security Deposit will be returned top the contractor after 3 months from the date of expiry of these present provided that there are no defects or loss or damage caused to the Bank and/or materials/articles/equipments provided to him are duly accounted for and returned to the Bank in good working order and condition by the contractor to the satisfaction of the Bank and all his dues to the Bank and all other liabilities under any law or otherwise arising out of or in connection with or in respect of all the services are fully settled.

18. The contractor undertakes, accept and admits absolute and complete responsibility for the service condition, claims, damages and other compensations of the personnel enrolled by him and will be liable for and unequivocally assume responsibility doe due compliance with all the requirements of all statutory obligations, duties and liabilities (including insurance) and to pay all such claims, costs, damages, expenses, fines, penalties and compensation which may arise out of any claim, suit or prosecution for contravention thereof. The contractor shall indemnify and keep the Bank indemnified from and against all such claims, demands, costs, charges, fines or penalties and compensations etc. if any as aforesaid.

19. The contractor shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and insure and keep insured all material which are or have been declared to be hazardous under the notifications issued or that may be issued from time to time undertake the above said Act or any Rule framed thereunder and which are used by the contractor during the course of the housekeeping services under these presents.

20. The contractor shall obtain adequate insurance policy in respect of his workmen engaged for the service, towards meeting the liability of compensation arising out of death, injury/disablement at work etc. and shall regularly and punctually pay each and every premium as and when the same shall become due during the currency of these presents.
21. The contractor will submit the bills for the services rendered, only at the end of each month to the authorized officer who will scrutinize the bills and if found in order, certify for payment along with the certificate to the extent that all the equipments supplied by the Bank are well maintained and are in order. The payments as far as possible will be made within one week from the date of certification, subject to the conditions that the contractor has cleared/paid all his dues, viz. labour payment, taxes, levies, etc. as required to be paid/payable by him under any law for the time being in force.

22. The Bank further reserves right to delete or reduce any item or sanction of the bills before effecting payment in case any complaints regarding quality of services, inefficient service, non-adherence to agreed quality of materials or services have been received or noticed by the Bank without assigning any reason whatsoever and no claim will be entertained in this regard.

23. In case the contractor fails to fulfill his obligations for any day or any number of days to the satisfaction of the Bank, for any reason whatsoever, he shall pay by way of liquidated damages a sum of Rs............. per item/floor per day for the entire number of such days and the Bank shall without prejudice to their rights and remedies including the termination of the contract, be entitled to deduct such damages from the money, if any, payable by them to the contractor.

24. All questions relating to the performance of the obligations under this agreement and to the quality of materials used in respect of all the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to......................... in the Bank, whose decision shall be final, conclusive and binding on the contractor.

25. All the taxes which the Bank may be liable to deduct or called upon to so deduct, during the currency of the agreement which are liable to be payable by the contractor under the law but not so paid, shall be set-off against the bills raised by the contractor and paid to the respective government departments or authorities as may be required under law and the contractor shall have no claim against the Bank in respect of any or all such payments.

26. The contractor should possess, for the entire duration of these presents, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under CL(R&A) Act, 1950 and Rules thereunder. The contractor shall comply with all rules and regulations in force under the said Act and Rules. The contractor shall comply with all applicable laws, rules and regulations relating to provident fund, payment of bonus, minimum wages or any other statutory/regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
27. The contractor shall in terms of the provisions of Sections 16, 17 and 18 of the CL(R&A) Act, 1970 and the Rules framed under the said Act provide the prescribed amenities to its personnel. In case of failure of contractor in complying with the said provisions, the Bank may provide the same when called upon to do so by the competent authorities and deduct the expenses incurred thereof from the bills of the contractor without prejudice to its other rights and remedies under these presents. The contractor shall be responsible for proper maintenance of all registers, records and accounts so far these relate to the compliance of any and all statutory provisions/obligations.

28. In terms of the provisions of the aforesaid CL(R&A) Act, 1970 and Rules 72 and 73 of the Rules framed thereunder, in case the same are applicable to the contractor, the contractor shall disburse the minimum wages payable to its personnel only in the presence of the authorized representative of the Bank and shall obtain due certification to that effect from the said authorized representative of the Bank. Any violation of the aforesaid provisions of the Law will entail forthwith termination of this contract in addition to such penal consequences as may be attended with under these presents.

29. Nothing contained in these presents is intended nor shall be construed to be a grant, demise or assignment in law of the premises or the articles/equipments or any part thereof by the Bank to the contractor and or its personnel and they shall vacate and handover the same in good working condition and order upon termination of these present either by efflux of time or otherwise.

30. The contractor shall not assign or sublet the benefits of this contract to any person or entity and in the event of any violation or breach thereof, the bank may at its discretion but without prejudice to its other rights and remedies terminate this contract.

31. The contractor shall be responsible for any loss due to theft/pilferage and/or damage to the Bank's property, when such damage is, in the opinion of the Bank, caused due to negligence, carelessness or any fault on the part of the contractor or his workmen/employees engaged for the services. The contractor shall ensure that the character and antecedents of the personnel engaged by him are duly verified before such engagement.

32. If during the currency of the contract, any statute, rules/Government notifications prohibits employment of contract labour for the services envisaged under this Agreement or otherwise, the contract shall come to an end forthwith and no compensation shall be payable to the contractor or his workmen/employees.

33. The Courts in……………….city (………………….state) alone shall have jurisdiction in respect of any matter touching these presents.

SCHEDULE I & II HEREBINABOVE REFERRED

TO ANNNEXURE ‘A’
CHAPTER-26

STAFF WELFARE ACTIVITIES : GROUP INSURANCE SCHEME FOR EMPLOYEES

26.1 SAMPOORN SURAKSHA SCHEME

MASTER POLICY NO.82001572405

A group insurance scheme for all permanent employees of the Bank was introduced w.e.f. 7th February, 2007 details of which are available in e-Circular No.CDO/P&HRD-IR/63/2006-2007 dated 7th of February, 2007.

2. The group insurance policy of Rs.2 lacs each member of staff obtained from SBI Life has been renewed from time to time latest being for the period from 7th of February, 2012 to 6th of February, 2013 on the same terms and conditions and the policy covers all the permanent employees as per data available in HRMS as on 07.02.2012. Branches/Offices are requested to submit the claim form (specimen below) alongwith a copy of death certificate duly verified by the BM/HOD to enable the SBI Life to expedite settlement of claims.

3. A revised claim format is also placed in State Bank Times (Link>Human Resources>Downloads>Other format/information>SBI Life claim form) for easy reference and submission directly to the SBI Life Insurance Co. Ltd., Claims Department, 2nd Floor, Plot No.3A, Sector No.10, CBD, Belapur, Navi Mumbai – 400 614 alongwith a copy of death certificate duly verified by the Branch Manager/HOD concerned under their office seal and signature for prompt settlement.

State Bank of India

__________ Branch
(To be submitted directly to SBI Life)

To,

Claims Department,
SBI Life Insurance Co. Ltd.,
2nd Floor, Kapas Bhavan,
Plot No.3A, Sector No.10,
CBD Belapur,
Navi Mumbai – 400 614.
Fax No.(022) 66456653

Claim form for Death Benefit under Sampoorna Suraksha

DETAILS OF THE DECEASED EMPLOYEE (Please write in capital letters)

1. Name of the Employee Shri/Smt. : __________________________________
2. Date of Birth : __________/___________/____________
   DD   MM  YYYY
3. Date of Death : __________/___________/____________
   DD   MM  YYYY
4. Place of Death : __________________________________
5. PF Index Number : __________________________________
6. Date of Joining SBI : __________________________________
7. Cause of death : __________________________________

We certify that the above information furnished, based on the documents
provided by the claimant/ nominee, is true and correct in every respect to the best of
our knowledge and belief.

Place : ___________
Date: ___________

Signature : _________________ Signature of BM/HOD : _________________
Name of the Officer completing the form : _________________
Designation : ________________ Designation : ________________

(Please affix office seal of the branch/office where the deceased employee was last
working)

Contact details of SBI official completing the form

Phone No. : ______________________ Email Id : ______________________

Encl:- Copy of Death Certificate duly attested by BM/HOD

P.S.: The form to be completed and signed by BM/HOD of SBI office where deceased
employee was last working.

@@@@@@@@
26.2 SCHHEME FOR GRANTING SCHOLARSHIP TO THE CHILDREN OF EMPLOYEES

26.2.1 Objective
To promote staff welfare and thus motivate the employees of all categories to become better employees.

26.2.2 Coverage
i) The scholarship would be awarded to the children of the Bank’s employees (subject to a maximum of 2 children) including those of permanent part time employees who secure marks as mentioned below.

<table>
<thead>
<tr>
<th>Class of Employee</th>
<th>Aggregate marks for initial sanction</th>
<th>Marks for Renewal</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) Officers and Clerical Staff (Other than SC/ST)</td>
<td>60%</td>
<td>55%</td>
</tr>
<tr>
<td>ii) Officers and Clerical Staff (SC/ST)</td>
<td>55%</td>
<td>50%</td>
</tr>
<tr>
<td>iii) Subordinate Staff (Other than SC/ST)</td>
<td>45%</td>
<td>40%</td>
</tr>
<tr>
<td>iv) Subordinate Staff (SC/ST)</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>v) For deaf, dumb, blind and mentally retarded children of employees (all categories of staff)</td>
<td>40%</td>
<td>40%</td>
</tr>
</tbody>
</table>

ii) An additional sum of Rs.200/- per month will be payable to each child of the aforementioned category No.(v) in addition to the scholarship payable to him/her with a view to compensating partially the additional expenses to be incurred by our employees on schooling of such children on items such as special educational aids, transportation, admission to specialities school etc.

CLARIFICATION
The scholarship to the disabled children viz. deaf, dumb, blind and mentally retarded children who are taking education in normal and /or specialized schools which award grades/marks in each qualifying examination would only be eligible for awarding scholarship as per provision of the scheme.

Further, only those children who are eligible for scholarship would be eligible to claim the additional sum of Rs.200/- as referred above.

iii) The scholarship would be granted from Class IV onwards and for any full time (minimum duration 1 academic year) degree, diploma or certificate course recognized by the government. Besides, the ordinary degree/Post graduate courses like B.A., B.Com and M. A., engineering, architecture, law management studies, B. Pharma course etc. would also be covered under the scheme subject to sustained good academic
performance as mentioned above in each qualifying examination and
good conduct. Scholarship would be granted upto post graduate level
but not for doctorate level courses.

26.2.3 Amount of scholarship

The rates of scholarship applicable to day scholars/children of all categories of
employees from academic year 2008-09 onwards which are being sanctioned
on the basis of results of the academic year 2007-08 will be as under:

<table>
<thead>
<tr>
<th>Standard</th>
<th>Revised rate (Rs. per annum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4(^{th}) to 5(^{th})</td>
<td>600</td>
</tr>
<tr>
<td>6(^{th}), 7(^{th}) &amp; 8(^{th})</td>
<td>1000</td>
</tr>
<tr>
<td>9(^{th}) &amp; 10(^{th})</td>
<td>1200</td>
</tr>
<tr>
<td>11(^{th}) &amp; 12(^{th})</td>
<td>1500</td>
</tr>
<tr>
<td>At Graduate level for ordinary courses viz. B.A., B.Sc.,</td>
<td>1600</td>
</tr>
<tr>
<td>B.Com., LLB and other courses</td>
<td></td>
</tr>
<tr>
<td>At Post graduate level i.e. M.A., M.Com., M. Sc., etc.</td>
<td>2100</td>
</tr>
<tr>
<td>Graduate/post graduate level for professional courses in</td>
<td>2700</td>
</tr>
<tr>
<td>Medicine/ Engineering/Management studies etc.</td>
<td></td>
</tr>
</tbody>
</table>

As most of the diploma/certificate courses are lower in status than the degree
course, scholarship at the rate applicable to the intermediate level of study,
i.e. Rs.1500/- p.a. should be paid.

Children of employees who are attending diploma/certificate courses
recognized by the government where the minimum qualification for admission
is graduate, scholarship be paid as rates applicable for graduation level
courses i.e. Rs.1600/- p.a.

Note: Certificate/Diploma courses for duration of less than one year will not be
eligible for scholarships.

CDO/P&HRD-IR/83 dated 8/12/2008

26.2.4 Additional Scholarship

Besides the above amounts of scholarship, additional scholarship for purposes
mentioned hereunder to the extent of the amounts stipulated there against
is/are payable to the specified categories of employees.

Reimbursement of Admission and Tuition fees

Reimbursement of Tuition fees and Admission fees is permitted to eligible
children of employees of following categories:
All workmen staff whose basic pay does not exceed Rs.24,900/- p.m. (maximum of the clerical scale i.e. Rs.19,300/- plus Rs.5,600/- i.e. 7 stagnation increments of Rs.800/- each).

All Officers whose basic pay does not exceed Rs.25,700/- p.m. (maximum JMGS I Grade).

**Note:** If both husband and wife are employees of the Bank and if either of them draws a basic pay higher than the basic pay prescribed here-in-above, admission and tuition fees will not be reimbursed.

With a view to arriving at the correct amount of scholarship to be paid it is necessary to obtain the undernoted certificate from the applicants of the scholarship invariably.

“This is to certify that my wife/husband is also working in the bank who is presently posted at …………………………………………… Branch/deptt. His/Her present basic pay is Rs…………………………………….

Name ……………………………. Designation …………………………….

(Signature of the applicant)

This is to certify that my wife/husband is not working in the Bank.

(Signature of the applicant)

Under this provision, the Scheme envisages payment of nominal amounts only depending upon the course and the college in which the admission is taken. The monthly reimbursement to each employee should not exceed Rs.200/- subject to production of receipts. In any case, reimbursement should be based on production of receipts and should not exceed Rs.1,200/- annually per child.

Members of subordinate staff whose children are studying in IV class and above but upto X class and are in receipt of scholarship under the Bank’s Scheme, will also be reimbursed cost of test books upto Rs.100/- per annum per child against production of cash memos/ receipts.

### 26.2.5 Duration and Renewal of Scholarship

The scholarship would be awarded for one year initially and shall be renewed annually if the child shows consistently good performance and conduct. For this purpose, he/she should secure in each subsequent qualifying examination not less than the minimum percentage of marks mentioned here-in-above.

### 26.2.6 Mode of Selection

Selection in respect of scholarships will be made as hitherto, by the respective Circle Welfare Committee.
Payment of scholarship through Trickle feed mechanism :-

The issue of individual cheques as well as despatch to the respective beneficiaries are considered as wastage of time and money in the present day environment. Employees should mention Bank account number of the wards so that the amount of scholarship will be credited directly to their accounts through trickle feed mechanism instead of issuing the cheques and despatch of cheques with a view to curtail cost and time. Thus the scholarship applications submitted henceforth should contain the account number of beneficiaries for credit of scholarship directly to their account.

26.2.7 Number of Scholarships Per employee :

No employee will be given more than 2 scholarships for his/her children at one time.

Clarifications :

Scholarships may also be sanctioned for full-time courses in evening classes leading to a recognised degree, diploma or certificate provided the scholars are not gainfully employed. However, all correspondence courses are excluded from the purview of the Scheme.

In some institution marks are awarded in terms of “grades” and not “percentage”. In such cases, conversion of “grades” not “percentage” should be ascertained from the institution and if these conform to the laid down procedure as above, scholarship may be granted accordingly.

As coaching for courses in Chartered Accountancy, Cost Accountancy, Company Secretaryship and computer programming is either postal or part-time, these courses will not be covered under the Scheme.

Law courses are treated on par with ordinary graduate and post-graduate courses like B.A./B.Sc./B.Com. and M.A./M.Sc./M.Com. Students pursuing Law courses such as LLB, LLM or any duration should not be paid scholarship applicable to professional courses.

In cases of Honours Courses, the division or grade is generally awarded by the University on the basis of the student’s percentage of mark’s secured in the Honours subject only and the marks secured by him in the subsidiary subjects are not taken into account for the purpose except for the stipulation that he has to obtain the minimum pass marks in these subjects. In such case, only the percentage of marks secured by a student in the Honours subjects may be reckoned for sanction/renewal of scholarship.

Grant of Scholarship where children are in receipt of stipend/salary/reimbursement of education expenses/merit scholarship etc. or any other source:
Scholarships should not be granted for courses in which (I) college/institute/university etc. are paying stipend/salary/educational expenses etc. to a child or (II) the child is in receipt of merit scholarship from his college/institute/university etc. or any other sources. However, if the amount of salary/stipend/educational expenses etc. being paid is less than the amount of scholarship payable to the child under the Bank’s Scholarship Scheme, the difference may be paid by way of scholarship.

26.2.8 Submission of application forms:
Application for grant of scholarship are required to be submitted immediately on the eligible children becoming entitled for award of scholarship and in any case within six months from the commencement of the academic session for which scholarship is being applied. The Chief General Manager who is the ex-officio President of the Circle Welfare committee, in his discretion may consider and condone delay in submission of applications even beyond the academic year after satisfying himself of the reason for delay. It is expected that the members are well aware of the Bank’s instructions and applications for condoning delay without assigning acceptable reasons will not be entertained. Reasons like ‘ignorance’ are not acceptable.

26.2.9 Inability to take examination due to illness
If a scholar is unable to appear for the annual examination due to sudden or prolonged illness or any other compelling circumstances, the scholarships may be renewed at the discretion of the Circle Welfare Committee, subject to an acceptable medical certificate having been submitted in this regard and the circumstances compelling absence from examination having been fully explained. This exemption, however, would be available only once in one class and if somebody falls sick again, the scholarship would be discontinued.

26.2.10 Grant of Scholarship to Children of Employees who died during service:
If a Bank employee dies while in service, the scholarship amount permissible under the scheme including reimbursement of tuition fees, admission fees etc. shall be payable in respect of his/her children provided the spouse of the deceased employee is not employed in the Bank and subject to the observance of the usual terms and conditions on which scholarships are awarded.

The scholarships under this provision can be claimed by the spouse of the deceased employee or the guardian appointed by the court, as the case may be, from the branch where she or he is getting family pension. The children of such deceased employees will remain eligible for the facility upto the time the deceased employee would have attained the superannuation age of 60 years.

Where the employer of the spouse of the deceased employee pays an amount in the shape of educational allowance, scholarship, etc., scholarships to
be granted under our scheme of Award of Educational scholarship will be reduced to the extent of such amount being paid on account of the child to the spouse. Where the amount paid by the employer is more than the amount of scholarship from the bank, no amount is payable under our scholarship scheme.

26.3 Disciplinary Cases:

Scholarship may be granted in the prescribed manner to eligible children of all employees, the fact that the employee concerned is under suspension or disciplinary action has been initiated against him for charges involving vigilance angle or otherwise should be ignored for the purpose of grant of such scholarships.

On conclusion of disciplinary proceedings in cases where the penalty imposed result in cessation/termination of service of an employee, the scholarship would cease to be payable from the date of award of such punishment. If however, the scholarship has already been paid, the same would be stopped after the current academic session is over.

26.4 Cessation of Service:

In the event of cessation of service, including retirement of an employee, scholarship would continue till the end the current academic year of the employee’s child.

26.5 Submission Of Application:

The member of the staff eligible for receiving scholarship and/or reimbursement of tuition and admission fees and reimbursement of cost of text books on behalf of his/her children will apply in writing to the Secretary, Circle Welfare Committee on the prescribed form (Annexure I) in duplicate accompanied by Photostat copy of mark sheet/certificate thereof duly attested. The application should be submitted through the Branch/Office/Department where the employee is serving. The application will then be forwarded to the controlling authority, who will certify that the employee is eligible for claiming the scholarship under the Award of scholarship scheme at the rate claimed and that the enclosures attached thereto have been incorporated in the application form itself. The application, thereafter, will be forwarded by the Controlling Authority to the Circle Welfare Committee directly.

In this connection, the application for grant of scholarships are required to be submitted by the member of the staff immediately within six month from the commencement of the academic session for which, scholarship is being applied. However, the Chief General Manager/Ex-Officio President of the Circle Welfare Committee may in his discretion, consider and condone delays for a period not beyond the end of the relevant academic session after satisfying himself for the reasons for delay.
As the work relating to award of scholarship has been computerised, the Provident Fund index member should be correctly provided in the application.

Scholarship pertaining to children of staff posted at Inspection and Audit Department, Corporate Centre, Hyderabad, Zonal Inspection Offices and on mobile duty will be sanctioned by Local Head Offices as mentioned below:

<table>
<thead>
<tr>
<th>Application received from</th>
<th>To be dealt with by</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Inspection and Audit department, Corporate Centre, Hyderabad</td>
<td>Local Head Office, Hyderabad.</td>
</tr>
<tr>
<td>Staff of various Zonal Inspection Offices</td>
<td>Respective Local Head Office in whose jurisdiction the Zonal Inspection Office is situated. For instance, for staff of ZIO, Jaipur : New Delhi, LHO</td>
</tr>
<tr>
<td>General Managers and Dy. General Managers on mobile duty</td>
<td>Respective LHOs/C.C. establishment from where they have been deputed to Inspection department.</td>
</tr>
<tr>
<td>Other staff on mobile duty (excluding General Managers and DGM)</td>
<td>Mumbai Local Head Office.</td>
</tr>
<tr>
<td>Staff posted in Corporate Centre establishments outside Mumbai.</td>
<td>Respective LHO in whose jurisdiction the C.C. establishment is situated.</td>
</tr>
</tbody>
</table>

26.6 Procedure for sanction of Reimbursement of Admission Fees and Scholarship:

The detailed procedure in regard of sanction and disbursement of scholarship are as under:

Applications on receipt at Human Resource Department from Branches and Offices will be entered in a register.

These applications will thereafter be thoroughly scrutinised with relative mark sheet/ certificates, receipts etc. attached thereto by Secretary, Circle Welfare Committee. After he has satisfied himself that the employee has given the required information in the prescribed application form and are eligible for sanction of scholarship as per Bank’s norms, he will recommend sanction of reimbursement of admission/tuition fees and/or scholarship and submit the papers to Asstt. General Manager (HR) for consideration.

The Officer in MMGS III in HR Department will also process the applications. After the scrutiny of the applications a statement containing particulars of the applications, found in order, will be put up by him jointly with Secretary, Circle Welfare Committee of the AGM (HR) for release of scholarship to children mentioned therein. The statement will be accompanied by a note on the lines of the format shown as Annexure III (c) hereto.
After the AGM (HR) has accorded his approval the Secretary Circle Welfare Committee will arrange to send the list to accord credit to beneficiaries account by debit to special Current Account styled as “Circle Welfare Fund – Payment of Scholarships Account” maintained at the link Branch.

Record of Scholarship to Children of employee will be entered in a separate register to be maintained.

A summery register regarding particulars of the approved statements put up to the CGM for sanction and subsequent ratification by the Circle Welfare Committee will be maintained in the HR Department.

CLARIFICATION

Query: In what manner eligibility for scholarship in respect of the children of the staff who are now in the middle of their study after completion of XIIth standard (under 10+2 system) examination, which is a qualifying examination under the scheme, should be determined? For example, if a candidate is studying in the 2nd year of his graduation, which examination should be taken as qualifying examination?

Clarification: Although the qualifying examinations mentioned in the scheme ar Xth, XIth or XIIth standard examinations, in a situation like the above, scholarship should be granted if the candidate has secured the qualifying marks (viz. 60%, 55% or 50% as the case may be vide para 18.2) in the XIIth standard examination or in the examination immediately preceding the class of study. Continuance of the scholarship would, however, depend on securing the minimum prescribed percentage of marks for the purpose (viz. 55%, 50% or 45% as the case may be vide para 18.2) in the present class of study and the subsequent examinations. The same principle would be followed in case a candidate is studying in the 3rd year of his graduation and so on.

Query: Whether scholarship will be available for pursuing studies in courses like Chartered Accountancy, Cost Accountancy, Computer programming, correspondence courses etc.

Clarification: As per the scheme, scholarship will be available for any full time degree, diploma or certificate course recognised by the Government. Since coaching for courses in Chartered Accountancy, Cost Accountancy, Company Secretaryship and Computer Programming are either postal or part time, these courses will not be covered under the scheme, not will correspondence courses be covered by the scheme.

Query: At what rates should the scholarship be paid to those who pursue studies in diploma/certificate courses?

Clarification: As most of the diploma/certificate courses are lower in status
than a degree course, scholarship at the rate applicable to intermediate level of study mentioned in para 18.3 should be paid. If the status of the diploma/certificate is that of a degree, scholarship at the corresponding higher rates should be paid. For example, the post graduate diploma course of the Indian Institute of Management at Ahmedabad, Calcutta and Bangalore has to be treated as a professional degree course for purposes of the scholarship.

**Query:** In some institutes marks are awarded in term of “grades” and not in “percentage”. How to grant scholarship in such cases?

**Clarification:** Conversion of grades into percentage should be ascertained from the institution and if these conform to the percentage stipulated, scholarship may be awarded.

Kendriya Vidyalaya Sangathan (KVS) has recently directed their schools to award grades in different subjects from class I to V. KVS have advised that no marks are attached with the grades and no equivalence can be inferred or indicated in this regard. For awarding scholarships to the children of bank staff studying in KVS schools on the basis of new system introduced by the KVS; it has been decided that the scholarship should be awarded in such cases on the basis of grades obtained as under :-

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Class of Employee</th>
<th>Grades</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Initial sanction</td>
<td>Renewal</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Officers and clerical staff (other than SC/ST)</td>
<td>Grade “B” in all subjects</td>
<td>Grade “C” in all subjects</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Officers and clerical staff (SC/ST)</td>
<td>Grade “C” in all subjects</td>
<td>Grade “D” in all subjects</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Subordinate staff (all categories bother general &amp; SC/ST)</td>
<td>Grade “D” in all subjects</td>
<td>Grade “D” in all subjects</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Deaf, dumb, blind and mentally retarded children of employee (all categories of staff)</td>
<td>Grade “D” in all subjects</td>
<td>Grade “D” in all subjects</td>
<td></td>
</tr>
</tbody>
</table>

**Query:** Whether scholarship can be granted to an employee against whom disciplinary proceedings are pending?

**Clarification:** The debarment in terms of the scheme applies only in cases where the disciplinary action has been concluded and a punishment other than warning or censure has been imposed.

**Query:** Whether the scholarship should be granted for courses in which the college/institute/university pays stipends/salary eg. For post graduate course in medicine?

**Clarification:** No, but if the amount paid by the college/institute/university is less than the scholarship for which a candidate is eligible under the scheme the difference may be paid.
Query: The meeting of the Circle Welfare Committee are generally held after an interval of 2/3 months. To avoid delays, can the scholarship be sanctioned by the President of the Circle Welfare Committee instead of the full committee?

Clarification: The Asstt. General Manager (P&HRD) may sanction scholarship on the recommendation of the Secretary, Circle Welfare Committee, which should be processed by the Officer (MMGS-III) looking after the welfare activities in the HR Department at the LHOs. All decisions may be put up for ratification in the subsequent meeting of the Circle Welfare Committee.

Query: Some universities have now started conducting Law courses of 5 years duration to which students are admitted after leaving schools. Can scholarship be awarded in such cases at the enhanced rates applicable to professional courses?

Clarification: Law courses are treated on par with ordinary graduate and post graduate courses like B.A./B.Sc./B.Com and M.A./M.Sc./M.Com and students pursuing such courses irrespective of their duration should not be paid the enhanced scholarship applicable to professional courses. This is mainly because a Law graduate in our country often does not pursue the legal profession but takes up any other employment like graduate or post graduate.

Query: In case of Honours courses, the division or grade is generally awarded by the university on the basis of the student’s percentage of marks secured in the honours subject only and the marks obtained in the subsidiary subjects are not taken into account for the purpose, except the stipulation that he has to obtain the minimum pass marks in these subjects. In such cases, what should be the criteria for awarding scholarship?

Clarification: In such cases, only the percentage of marks secured by a student in Honours subject may be taken into consideration for sanction/renewal of the scholarship.
APPLICATION FROM FOR “AWARD OF SCHOLARSHIP & REIMBURSEMENT OF ADMISSION AND TUTION FEE”

(For LHO use only)

To,  
The Secretary,  
Circle Welfare Committee  
State Bank of India  
Local Head Office  
Mumbai

ToTAL

Sir,

I hereby apply for scholarship and/or reimbursement of Admin & Tuition fees under the captioned scheme for the academic year (20___-__). I have read the rules and regulations. I give below the relevant particulars:

**Employee Details:**

| PF No. (Index No.) |  
| First Name Middle Name Surname |  
| Contact /Mobile No. |  
| Designation |  
| Branch Name with Branch Code |  
| Category | SC/ST/GEN |  
| Basic Salary |  
| If Spouse is SBI Employee then His/Her name, designation & Basic Salary & PF No. |  

**Student’s Details:**

<p>| SBI SB A/C No. of the Child | Br. Code: |<br />
| Name of the Child | MASTER/MISS |<br />
| Scholarship | NEW/RENEWAL |<br />
| Presently studying in |<br />
| Duration of the Course |</p>
<table>
<thead>
<tr>
<th>Last Exam Passed</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>% of marks obtained</td>
<td>(Encl. Mark Sheet)</td>
</tr>
<tr>
<td>Whether a day Scholar or Boarder</td>
<td>DAY/BOARDER*</td>
</tr>
<tr>
<td>Name of the School or College</td>
<td></td>
</tr>
</tbody>
</table>

* Only given to existing Boarders till the completion of their course and will not be given to New Boarder

**Scholarship Details**

<table>
<thead>
<tr>
<th>Applying for Scholarship</th>
<th>(YES/NO) Rs. (Encl. Bonafide/Fee Receipt)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applying for Fees (Current/Last Year)</td>
<td>(YES/NO) Rs. (Encl. Fee Receipt)</td>
</tr>
<tr>
<td>Applying for Text Books</td>
<td>(YES/NO) Rs. (Encl. Text Book Receipt)</td>
</tr>
<tr>
<td>Applying for Handicapped Allowance</td>
<td>(YES/NO) Rs. (Encl. Disability Cert.)</td>
</tr>
<tr>
<td>Amount of Annual Stipend/Scholarship from School/College/other sources</td>
<td>(YES/NO) Rs. (Encl. Cert.)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>Rs.</td>
</tr>
</tbody>
</table>

I also certify that the particulars given herein above are correct to the best of my knowledge and belief and nothing has been concealed by me which would prejudice or affect my right to apply for reimbursement of Admn. & Tuition fees and/or scholarship. I further certify that scholarship has not been claimed for more than two children in this academic year.

I further undertake to inform the Bank as soon as my child, due to some reasons beyond his/her control, ceases studies I would be liable to refund the proportionate amount received by me on account of scholarship/tuition fee.

Yours faithfully,

Signature of the Employee
Undertaking for Scholarship to Boarder Student
(In case Hostel Receipt is not available)

I undertake that my son/daughter Master/Miss...........................................
Studying in............. in ..................................(name of College) at
............................................................(place where studying) and is staying in a
private accommodation at .....................................................(address where
the student is residing) He/She is not staying with his friends or relatives and the
expenses incurred on his /her lodging and boarding are equal to or more than the
scholarship amount.

Signature of the Employee
Employees Res. Address :

Certificate :
This is to certify that the statement made by the above employee is true and correct
to the best of my knowledge.

-------------------------------------------------------------
Head of the Dept./Branch Manager
(Signature & Stamp)

-------------------------------------------------------------
The particulars given herein above and the signature have been verified by me and
found to be correct.

Br. Mgr./Head of the Dept./Asstt. Gen. Manager (OA)
STATE BANK OF INDIA

Date.............. Branch Office :

-------------------------------------------------------------
Recommended for consideration of Circle Welfare Committee at LHO

Secretary President
Local Implementation Committee
Staff Welfare Fund, State Bank of India

Date............ (Signature & Stamp)
Chapter - 26 Staff Welfare facilities

26.7 Holiday-cum-Convalescent Homes

The Bank has established at suitable places Holiday-cum-Convalescent Homes under the Staff Welfare Fund for rest and recuperation of the employees. A detailed list of Holiday Homes has been furnished at the end of this chapter in Annexure-V.

26.7.1 Procedural Rules regarding the use of Holiday Homes:

The scheme for maintaining Holiday-cum-Convalescent Homes established under the Staff Welfare Fund provides some basic rules as under:

The Holiday-cum-Convalescent Home will be deemed to be the property of the Bank and will be available for use by the employees of the Bank and their families.

The employees staying in the Home will be liable for any damage done to any part building and/or garden, and/or any item of furniture and electrical and sanitary fixtures, crockery, utensils etc. during the period of occupation and will have to pay for it on the basis of the assessment made by the Circle Welfare
Committee in this connection in every individual case. A special register should be maintained at the Home to record all damages and the entries should be jointly signed by the employees concerned and the Caretaker.

26.7.2 Rent

Rent for the use of one cottage/room in the Holiday-cum-Convalescent Home will ordinarily be recovered at the following rates w.e.f. 1.1.2009:

<table>
<thead>
<tr>
<th>Category of Staff</th>
<th>Rent per diem</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervising Staff</td>
<td>Rs.20/-</td>
</tr>
<tr>
<td>Clerical &amp; Cash Deptt. Staff</td>
<td>Rs.10/-</td>
</tr>
<tr>
<td>Subordinate Staff</td>
<td>Rs.5/-</td>
</tr>
</tbody>
</table>

Ordinarily it will not be necessary for the rooms earmarked for a particular category. Room be allotted to any employee belonging to another category. If, however, in special circumstances a room earmarked for the Supervising Staff or the Clerical/Cash Department Staff is allowed to be used by a member of the non-supervising staff or Subordinate Staff respectively, such use may be permitted in exceptional cases subject to payment of a higher rental charge which is payable by the category of staff for the room earmarked for it.

Each day will be deemed to commence at 10.00 A.M. and a part of a day after the first day will be considered as a full day. The above rates will cover rental on account of furnished accommodation, hire for use of crockery and cooking utensils, electricity and water consumption etc.

26.7.3 Allotment

Members who are desirous of availing the Holiday Home facility are required to apply in the prescribed application form (Annexure III) in duplicate, through the Local Implementation Committee except which no application shall be entertained. The facility will be extended strictly on “First Come First Serve” basis. The employees should apply for reservation of Holiday Home accompanied by a Demand Draft favouring “State Bank of India Holiday-cum-Convalescent Home, (name of Centre)” at the rate as specified above.

It should be ensured that the applications for reservation at the Holiday Homes be forwarded through the President, Local Implementation Committee/Controlling Authority duly recommended as indicated in the prescribed application form. The applications for reservation of suites at the Holiday Home other than this Circle should be forwarded through the Circle Welfare Committee at the Guwahati LHO on the lines mentioned above.

26.7.4 Period of stay

The period of allotment should not ordinarily be less than three days and should not exceed seven days. The Circle Welfare Committee or any authority
appointed by the said committee will, however, have discretion to waive the operation of this rule on the basis of each individual case, as also during those periods when the demand may be comparatively less.

26.7.5 Supervision and control

The Holiday-cum-Convalescent Homes will be under the full charge of a clerk to be designated as Caretaker to be posted thereat and under the supervision of the Branch Manager of the nearest branch. The Branch Manager will inspect the Home periodically at least once a month with a view to ensuring that the Home is being properly maintained and due care is being taken on the Bank’s property.

26.7.6 Occupation Register

A register should be maintained at each Home wherein each visitor will enter the date and time of his arrival and departure thereat at the appropriate time under his signature.

26.7.7 Payment of charges

Rental charges at the prescribed rate will be paid by the visitor concerned in case to the Caretaker against his receipt. The amount paid will also be entered in the Occupation Register by the employee concerned at the time of payment.

26.7.8 Cancellation/Extension/Change of Reservation

The employee concerned should advise the Secretary, Circle Welfare Committee, and the Secretary, Local Implementation Committee of his intention to cancel his reservation in the Holiday-cum-Convalescent Homes should be sent to the Secretary, Circle Welfare Committee, well in advance and will be considered by him in the light of application from other employees. If any extension is allowed, the fact will be communicated by the Secretary to the employee concerned as also to the Local Implementation Committee. No employee will be permitted to overstay at the Holiday-cum-Convalescent Home without authority. Applications for change in dates of reservation will be considered by the Secretary, Circle Welfare Committee provided such applications are received by him at least two weeks in advance. His decision will be communicated to the Holiday-cum-Convalescent Home and the Local Implementation Committee.

26.7.9 Rule of Conduct and Behaviour

Among the rules and instructions to be exhibited at each Holiday-cum-Convalescent Home should be the following:

Gambling of all kinds is strictly prohibited.
The main gate of the premises will be closed at 12 midnight and members shall not ordinarily be allowed to enter the Holiday-cum-Convalescent Home after that.

Singing, dancing and playing a transistor and/or radio in loud tone causing disturbance to other occupants are strictly prohibited.

The cottage/room in the Holiday-cum-Convalescent Home and/or part thereof, allotted to any member of the staff must be kept neat and clean. The occupants should maintain full decorum throughout their stay in the Holiday-cum-Convalescent Home.

The employee shall strictly observe the rule and instructions that are exhibited at the Holiday-cum-Convalescent Home.

The Welfare Committee will have powers to amend these rules and to frame bye-laws for individual Holiday-cum-Convalescent Homes as and when necessary depending upon the conditions at particular places.

Duties of Caretaker/Attendant appointed at the Holiday-cum-Convalescent Home.

In addition to any other duties entrusted to him by the Controlling Authorities from time-to-time, the Caretaker/Attendant will perform the following duties:-

The Caretaker/Attendant posted at the Holiday Home shall be responsible for the proper maintenance of the property and shall keep it neat, clean and habitable.

He shall allow the Bank’s employees and their families after proper identification to stay at the Holiday Home on receipt of the letter of authority (Reservation Slip) for use of the room(s) issued by the President/Secretary, Circle Welfare Committee or by any Authority appointed by the President, Circle Welfare Committee.

In the event of any employee approaching directly to the Caretaker/Attendant without proper Letter of Authority from Circle Welfare Committee, the Caretaker/Attendant may exercise his discretion and accede to the request after satisfying himself about the bonafide of the person or by reference to identify card issued by the Bank seeking accommodation at the Holiday Home. He should however, obtain an application in writing from such member of the staff together with the rental charges applicable as per his designation and the allotment of accommodation to such member of the staff should be made on the express condition that the room shall be vacated by him/her without hesitation in case any other employee who has been allotted the said room by the President/Secretary, Circle Welfare Committee presents the required Letter of Authority.
The Caretaker/Attendant shall maintain a register at the Home and record the particulars of damages and entries should be jointly signed by the employee concerned and the Caretaker/Attendant. He should either recover the cost from the employees or get the same replaced. The Caretaker/Attendant shall advise the President/Secretary, Circle Welfare Committee of the damages/breakage done by the employees in order to facilitate the recovery of the cost from such employees, if it has not been recovered on the spot.

The caretaker/Attendant shall maintain the register at the Holiday Home wherein each visitor will enter the date and time of arrival and departure at the appropriate time under his signature.

The Caretaker/Attendant shall see to it that the rules of conduct and behavior framed by the Bank are strictly adhered to by the employees visiting the Holiday Home and shall display the same prominently in each room for information of the occupants.

The Caretaker/Attendant should, as far as possible, extend maximum cooperation to the visitor of the Holiday Home and should conduct himself in a proper way. In the event of any untoward incident involving the breach of the rules of conduct and behavior, he should immediately sent report to the Controlling Branch, who will forward the same to the Assistant General Manager (HR) with his comments for taking suitable action in the matter. A copy of the report should also be sent to the President/Secretary of the Circle Welfare Committee.

### 26.7.10 LIST OF HOLIDAY HOMES

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Circle</th>
<th>Place Of Holiday Home</th>
<th>Address Of Holiday Home With Telephone No (S)</th>
<th>Name Of Caretaker/Contact Person Of Holiday Home And Telephone/Cell No, If Any</th>
<th>No. Of Rooms/ Beds Available</th>
<th>Fax No. Of Agm (Hr)/ Cwc</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ahmedabad</td>
<td>Veraval</td>
<td>Hotel Rajdev, Bhansidhar Complex, 3rd Floor, S. T. Road, Veraval 362265.</td>
<td>Tel/Fax 0286-242830/31</td>
<td>2</td>
<td>079-25507743/25506969</td>
</tr>
<tr>
<td>2</td>
<td>Ahmedabad</td>
<td>Dwarka</td>
<td>Hotel City Palace, Jawahar Road, Teen Batti Chowk Dwarka 361335</td>
<td>Tel.02892-234312, 235214</td>
<td>3</td>
<td>079-25507743</td>
</tr>
<tr>
<td>3</td>
<td>Bangalore</td>
<td>Bangalore</td>
<td>State Bank Of India Holiday Home Binyston gardens, Near Binny Mills, Behind City Railway Station, Magadi Road, Bangalore-560 023</td>
<td>Care Taker-Shri M G Ravi-(M) 09964949625 Holiday Home No-080-23114768</td>
<td>30</td>
<td>080-22223863</td>
</tr>
<tr>
<td></td>
<td>City</td>
<td>District</td>
<td>Address</td>
<td>Contact Person</td>
<td>Rooms</td>
<td>Phone Numbers</td>
</tr>
<tr>
<td>---</td>
<td>-----------</td>
<td>----------</td>
<td>-------------------------------------------------------------------------</td>
<td>-----------------</td>
<td>--------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>4</td>
<td>Bangalore</td>
<td>Mysore</td>
<td>State Bank Of India Holiday Home No-16/1 &amp; 16/2, Shivanna Complex, Ka-lidasa Road, V V Mohalla, Mysore-570-002</td>
<td>Care Taker-Shri M Ravindranath (M)-09449830172 Holiday Home No-0821-2512703</td>
<td>12</td>
<td>080-22223863</td>
</tr>
<tr>
<td>5</td>
<td>Bangalore</td>
<td>Hubli</td>
<td>State Bank Of India Holiday Home 1st Floor, Shri Mahalakshmi Chambers Near Shanti Nagar Church, Hubli-580 023</td>
<td>Care Taker-Shri Michael-(Out Sourced) Tel No- Na</td>
<td>4</td>
<td>080-22223863</td>
</tr>
<tr>
<td>6</td>
<td>Bhopal</td>
<td>Pachmarhi</td>
<td>Patel Marg, Pachmarhi</td>
<td>Shri Ravi Kumar Phone No. - 07578-252170 Cell No. -9406525941 Mohammad Shahid Cell No. -9424486883</td>
<td>4* (2 Rooms For Whole Year And 2 For May, June, December &amp; January)</td>
<td>0755-2575040</td>
</tr>
<tr>
<td>7</td>
<td>Bhopal</td>
<td>Ujjain</td>
<td>Hotel Ashraya, 77, Dewas Road , Ujjain 456010 (Mp)</td>
<td>0734-2519301/02/03/04/05</td>
<td>4 Ac</td>
<td>0755-2575040</td>
</tr>
<tr>
<td>8</td>
<td>Bhopal</td>
<td>Bhopal</td>
<td>Hotel Surabhi, 37, Zone -Ii, M.P. Nagar, (Opp Som Distilleries Office), Bhopal (Mp)</td>
<td>0755-2551006 0755-4275540 (Fax)</td>
<td>4ac</td>
<td>0755-2575040</td>
</tr>
<tr>
<td>9</td>
<td>Bhubaneswar</td>
<td>Bhubaneswar</td>
<td>D/36, Bjb Nagar, Bhubaneswar - 751014 Tel. No.0674-2432075</td>
<td>Manas Ranjan Sarangi, Mob-9437067764</td>
<td>7</td>
<td>0674-2394228</td>
</tr>
<tr>
<td>10</td>
<td>Bhubaneswar</td>
<td>Puri</td>
<td>Chakratirtha Road, Puri, Tel. No.06752-211466</td>
<td>Basanta Kumar Mishra, Mob-943757122</td>
<td>30</td>
<td>0674-2394228</td>
</tr>
<tr>
<td>11</td>
<td>Chandigarh</td>
<td>Chandigarh</td>
<td>Flat No(S) 2278, 2279 And 2280 State Bank Staff Colony, Sector 42-C Chandigarh Pin 160036</td>
<td>Tel No.0172-2611612</td>
<td>22</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>S.No.</td>
<td>City</td>
<td>Location</td>
<td>Address</td>
<td>Contact Person</td>
<td>Phone Numbers</td>
<td>Room</td>
</tr>
<tr>
<td>-------</td>
<td>----------</td>
<td>----------</td>
<td>---------</td>
<td>----------------</td>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td>12</td>
<td>Chandigarh</td>
<td>Shimla</td>
<td>Hotel Greenwoods, Dhingra Estate, Below Boileuganj Shimla, 0177-2831129, 283-584</td>
<td>Mr. Kamraj Sood, 094180-00608</td>
<td>15</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>13</td>
<td>Chandigarh</td>
<td>Manali</td>
<td>Manali Cooperative Housing Society, Chickago Estate, Manali, 01902-253270</td>
<td>Mr. Prem, 098162-05517, Shri Manoj 98165-77617</td>
<td>24</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>14</td>
<td>Chandigarh</td>
<td>Dalhousie</td>
<td>Sbi Holiday Home, Near Subhash Chowk, Dalhousie, 01899-242171</td>
<td>Sh. Ganesh, 098054-31757</td>
<td>12</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>15</td>
<td>Chandigarh</td>
<td>Jammu (Temp)</td>
<td>Sbi Holiday Home, Bantalab, Jammu (J&amp;K)</td>
<td>0191-2597899</td>
<td>14</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>16</td>
<td>Chandigarh</td>
<td>Katra</td>
<td>Hotel Ambika (J&amp;K)</td>
<td>01991-232062/232400</td>
<td>2 Ac</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>17</td>
<td>Chandigarh</td>
<td>Srinagar</td>
<td>Hotel Shangrila, Opp G. B. Pant Hospital, Sonawar Bagh, Badami Bagh Cantt, Srinagar 190004</td>
<td>Tel No.0194-2465979/2465655 Fax 0194-2466012</td>
<td>12</td>
<td>0172-2720370</td>
</tr>
<tr>
<td>18</td>
<td>Chennai</td>
<td>Triplicane</td>
<td>No.20, Venkatatula Naicken St., Triplicane, Chennai - 5. Phone:044 28446369</td>
<td>Shri S. Karthikeyan,Staff - 9840287788</td>
<td>9/18</td>
<td>044-28214316</td>
</tr>
<tr>
<td>19</td>
<td>Chennai</td>
<td>Madurai</td>
<td>Hotel International, 46, West Erumal Maistry Street, Madurai - 625 001. Phone:0452-4377463 / 4377364, 4380230</td>
<td>Mr. Prabhu Shahul Hamid, Cell :98434 11230 , Mr. Raj Kapoor, Manager, Cell :9942083143</td>
<td>6/12</td>
<td>044 - 28214096</td>
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<tr>
<td>20</td>
<td>Chennai</td>
<td>Udhagamandalam (Ooty)</td>
<td>Hotel Khems, Shoreham Palace Road (ttiness Road) Udhagamandalam Tamilnadu 643001</td>
<td>0423-2444188, 2441635/636, 244264/265</td>
<td>9</td>
<td>-Do-</td>
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<td>21</td>
<td>Chennai</td>
<td>Kanyakumari</td>
<td>Hotel Pushpam, Hospital Road, Kanyakumari - 629 702, Phone No.04652 - 246822</td>
<td>Shri Natarajan, Record Keeper Is At Present Engaged For The Purpose. Ph. No.04652 - 246822</td>
<td>7/14</td>
<td>-Do-</td>
</tr>
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<tr>
<td>22</td>
<td>Chennai</td>
<td>Vellore</td>
<td>143, South Avenue Road, Phase I, Sathuvachari, Vellore - 9. Phone: 0416 2252950</td>
<td>L. Ravichandran, Staff, 0416 2252950, 9994560732</td>
<td>4/8</td>
<td>-Do-</td>
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<tr>
<td>23</td>
<td>Chennai</td>
<td>Kodaikanal</td>
<td>Hotel Jai, Lloyds Road, Kodaikanal - 624 101, 4542 - 241425 / 240344</td>
<td>By The Hotel</td>
<td>8/16</td>
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<td>24</td>
<td>Chennai</td>
<td>Rameshwaram</td>
<td>Hotel Saravana, 1/9 A South Car St., Rameshwaram - Pin - 623 526. Phone No.04573 - 223367</td>
<td>By The Hotel, Mr. Raj Kumar</td>
<td>5/10</td>
<td>-Do-</td>
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<tr>
<td>26</td>
<td>Delhi</td>
<td>Udaipur</td>
<td>Hotel Kajari-Rtdc, Shastri Circle, Udaipur, Rajasthan</td>
<td>Shri Naveen Bhatnagar Tel. No.2410501/2410502 0294-2528857</td>
<td>6</td>
<td>011-23360203 &amp; 011-23365415 &amp; 011-23743017</td>
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<tr>
<td>28</td>
<td>Delhi</td>
<td>Agra</td>
<td>Hotel Jyoti Continental, A-5, Vaibhav Nagar, Fatehabad Road (Near Amar Hotel) Agra Pin 272001</td>
<td>Tel No. 05624064223 &amp; 09358039920</td>
<td>3 Ac</td>
<td>011-23360203 &amp; 011-23365415 &amp; 011-23743017</td>
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<td>29</td>
<td>Delhi</td>
<td>Hardwar (Since De-hired)</td>
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<tr>
<td>30</td>
<td>Delhi</td>
<td>Mussoorie</td>
<td>Hotel Deep, Kurli, Mussoorie</td>
<td>Shri Deepak Gupta Tele No. 0135 - 2632470</td>
<td>8</td>
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<tr>
<td>No.</td>
<td>State</td>
<td>City</td>
<td>Hotel Name/Details</td>
<td>Contact Person/Owner</td>
<td>Rooms</td>
<td>Phone Numbers</td>
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<td>31</td>
<td>Delhi</td>
<td>Jaipur</td>
<td>Hotel Aroma Classic, Gopi Nath Marg, Near Panch Batti, Jaipur</td>
<td>Shri Liyakat Ali</td>
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<td>011-23360203 &amp; 011-23365415</td>
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<td>32</td>
<td>Delhi</td>
<td>Nainital</td>
<td>Shri Holiday Home, Hotel Wood Land, Mallital, Nainital</td>
<td>Smt. Rana Parveen</td>
<td>17</td>
<td>011-23360203 &amp; 011-23365415 &amp; 011-23743017</td>
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<tr>
<td>33</td>
<td>Hyderabad</td>
<td>Hyderabad</td>
<td>H.No.3-6-69, Avanti Nagar, Near Skyline Theatre, Basheerbagh, Hyderabad 500 029.</td>
<td>Abdul Rasheed Ahmed</td>
<td>8</td>
<td>040-24755073</td>
</tr>
<tr>
<td>34</td>
<td>Hyderabad</td>
<td>Tirupati</td>
<td>H.No.19-3-20 Opp.Hotel Oorvasi Lane, Old Renigunta Road, Kakatiya Nagar, Tirupati 517501</td>
<td>L Subramanyam, Ph.0877-2222317</td>
<td>6</td>
<td>040-24755073</td>
</tr>
<tr>
<td>35</td>
<td>Hyderabad</td>
<td>Vijayawada</td>
<td>H.No.14, Shl Officers Colony, Acharya Ranga Nagar, Lane Beside Life Hospital, Near Benz Circle, Vijayawada 500 010</td>
<td>Y. Satyanarayana Ph 0866 - 2473018</td>
<td>4</td>
<td>040-24755073</td>
</tr>
<tr>
<td>36</td>
<td>Hyderabad</td>
<td>Visakhapatnam</td>
<td>D.No.50-58-12/1&amp;2, Plot No.33, Rajendranagar, Seethampeta, Visakhapatnam 530 016</td>
<td>B Narasinga Rao, Ph.0891-2748334</td>
<td>7</td>
<td>040-24755073</td>
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<tr>
<td>37</td>
<td>Kerala</td>
<td>Ernakulam</td>
<td>Shri Holiday Home, Saradamath Lane, Opp. Premier Cable Co., Ravipuram, Ernakulam, Pin Code : 682 016, Phone 0484 2355876</td>
<td>Mr. Joseph - 09846528267</td>
<td>5</td>
<td>Fax - 0471 - 2321335</td>
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<tr>
<td>No.</td>
<td>State</td>
<td>City</td>
<td>Details</td>
<td>Accommodation Details</td>
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<td>38</td>
<td>Kerala</td>
<td>Guruvayoor</td>
<td>Sbi Holiday Home, Athidhi Mandiram, Yoga Kshema Sabha, North Outer Ring Road, Guruvayoor - 686 101. Phone - 0487 2551955</td>
<td>Mr. Dinesan - 09387899813</td>
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<td>39</td>
<td>Kerala</td>
<td>Thiruvananthapuram</td>
<td>Sbi Holiday Home, Soleil, Etr No.251, Near Jas Hotel, Thycaud P.O.Trivandrum, Pin Code: 695 014. Phone:0471 6549955</td>
<td>Mr. Subbayyan - 09446550835</td>
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<td>40</td>
<td>Kolkata</td>
<td>Darjeeling (Since Closed)</td>
<td>Rudra Bhawan, 29 A. J. C Bose Road (Ina Bye Pass), Darjeeling, West Bengal, Pin-734101 Tel No.0354-2253048</td>
<td>Mrs. Indrakala Pradhan, Cell No.09832033111</td>
<td></td>
<td>Agm (Hr) 033-22437753 Cwc 033-22437756</td>
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<tr>
<td>41</td>
<td>Kolkata</td>
<td>Digha</td>
<td>Holiday Home Digha, Plot No.17, Holiday Home Sector, Opp. Science Centre, New Digha, Dist-East Midnapore, West Bengal, Pin- 721463 Tel No.03220-266293</td>
<td>Shri Patit Paban Mandal, Tel No.03220-266293</td>
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<td>Agm (Hr) 033-22437753 Cwc 033-22437756</td>
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<td>42</td>
<td>Kolkata</td>
<td>Gangtok</td>
<td>Hotel Sujata (Near Sangram Cinema Hall), Development Area, Gangtok, Sikkim, Pin- 737101 Tel No.03592-227549</td>
<td>Mr Sreedhar Das, Cell No.09475077154</td>
<td></td>
<td>Agm (Hr) 033-22437753 Cwc 033-22437756</td>
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<td>43</td>
<td>Kolkata</td>
<td>Kolkata</td>
<td>Hotel Penguin, 18, Jadunath Dey Road, Besides Yogayog Bhawan, Kolkata - 700 012, Tel No.033-22121312/1342</td>
<td>Mr. Dipankar Pradhan / Mr Pradip Kumar Pradhan / Mr. Saibal Kanti Jana, Cell No.09874858818</td>
<td></td>
<td>Room = 3 (3 Beded), Room = 5 (Db) Agm (Hr) 033-22437754 Cwc 033-22437756</td>
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<td>No.</td>
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<td>44</td>
<td>Kolkata</td>
<td>Port-Blair</td>
<td>House Of Smt. K. Prabha Wati, Rajiv Gandhi Nagar, Near Raj Niwas, Port Blair, Andaman &amp; Nicobar Islands, Pin-744101 Tel No. 03192-233705</td>
<td>Mr. Rathinam, Cell No. 09434271690</td>
<td>6 (Db)</td>
<td>Agm (Hr) 033-22437753 Cwc 033-22437756</td>
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<td>45</td>
<td>Lucknow</td>
<td>Allahabad</td>
<td>Shri Holiday Home, 15/1, Stanley Road, Civil Lines, Allahabad Mobile No.: 09889209242, 09335154489</td>
<td>Shri Tara (Care-Taker) Shri V.J.K. Higgins (Contact Person) Mobile No. 09889209242, 09335154489</td>
<td>04</td>
<td>0522-2620288</td>
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<td>46</td>
<td>Lucknow</td>
<td>Lucknow</td>
<td>Shri Holiday Home, Sector ‘D’s’, Sbi Officer’s Flat, Sitapur Road Scheme, Aliganj, Lucknow. Phone No. 0522-6460414</td>
<td>Shri Ram Kumar Yadav (Care-Taker)</td>
<td>04 (05 Beds)</td>
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<td>47</td>
<td>Lucknow</td>
<td>Varanasi</td>
<td>Shri Holiday Home, “Kumud Villa”, D-63/84(5/6), Annad Nagar Colony, Mamoorganj, Varanasi. Phone No. 0542-2221064</td>
<td>Shri Joy Chakarborty (Contact Person) 09336900225</td>
<td>05 (4 Beds)</td>
<td>0522-2620288</td>
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<td>48</td>
<td>Mumbai</td>
<td>Aurangabad (Under Renovation)</td>
<td>Sbi Staff Quarters, Building No.6, Jadhav Wadi, CIDCO, N-7, Jalgaon Road, Aurangabad, Maharashtra - 431 003. Tel. No.0240 2482864</td>
<td>Mr. Aviraj Patil (Contact Person)</td>
<td>4</td>
<td>022 26445212</td>
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<tr>
<td>49</td>
<td>Mumbai</td>
<td>Lonavala</td>
<td>Shri Holiday Home, Opp. “Redet” Woodland Hotel, Raiwood, Lonavala (E), Maharashtra - 410 401. Tel. No.02114 277393</td>
<td>Mr. Baliram Kadam (Care Taker)</td>
<td>15</td>
<td>022 26445212</td>
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<tr>
<td>No.</td>
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<td>50</td>
<td>Mumbai</td>
<td>Matheran</td>
<td>Sbi Holiday Home, “Navneet Vila, Behind Diwadkar Hotel, Near Rly. Stn. Matheran, Raigad Dist. Maharashtra - 410 102. Tel. No.02148 230071</td>
<td>Mr. Dattaram Pakale (Care Taker)</td>
<td>4 022 26445212</td>
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<td>51</td>
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<td>Panaji (Goa)</td>
<td>Sbi Holiday Home, Panaji, Hotel Campal, Opp. Kala Academy, Near Military Hospital, Panaji, Goa 403001</td>
<td>Tel. No.0832-2224532/33/34</td>
<td>15 022 26445212</td>
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<tr>
<td>52</td>
<td>Mumbai</td>
<td>Shirdi</td>
<td>Hotel Saiswhwas, Opp Gondkar Complex, Near Gautom Sahakar Bank Ltd, Pimpalwadi Road, Shirdi -423 109.</td>
<td>Tel. No.02423-256363/64/65/66</td>
<td>5 Ac Room And 1 Vip Suit 022 26445212</td>
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<td>53</td>
<td>North East</td>
<td>Guwahati</td>
<td>Sarbodaya Path, H No. 4, Abc, Bhangagarh, Guwahati-781 005 Phone No. 0361-2525442</td>
<td>Mr. Anil Kalita, Care Taker Ph No. 0361-2525442 / Secretary, Cwc, Ph No. 0361-2237524</td>
<td>12 Agm (Hr) 0361-2237611, 2237621 Agm (A) Ao Guwahati 0361-2463454 Cwc 0361-2237522</td>
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<tr>
<td>54</td>
<td>North East</td>
<td>Shillong</td>
<td>M/S Alpine Hotel Continental, Thana Road, Shillong- 793001 Phone No.0364-2223617</td>
<td>S Endow, Care Taker, Ph No. 0364-2223617 / Secretary, Cwc, Ph No. 0361-2237524</td>
<td>10 Agm (A) Ao Shillong 0364-2503355 Cwc 0361-2237522 Hh 0364-2220996</td>
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<td>No.</td>
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<td>55</td>
<td>North East</td>
<td>Jorhat</td>
<td>K. B. Road Jorhat- 785 001 Phone.0376-2322782</td>
<td>Mr Pabitra Bharali, Care Taker, Ph: 0376-2322782/Secretary, Cwc Ph: 0361-2237524</td>
<td>4</td>
<td>Agm (A) Ao Jorhat 0376-2320715 Cwc 0361-2237522</td>
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<td>56</td>
<td>Patna</td>
<td>Patna</td>
<td>Vidyapati Marg, Behind Patna Museum, Patna</td>
<td>Shri Keshav Kumar Singh</td>
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<td>0612-22090112, 0612-22209016</td>
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<td>57</td>
<td>Patna</td>
<td>Ranchi</td>
<td>House No. 425, B, Road No. 6, Ashok Nagar, Ranchi</td>
<td>Shri Kapil Deo Prasad, Ph: 0651-2241801</td>
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<td>58</td>
<td>Patna</td>
<td>Deoghar</td>
<td>Barmasia, Circular Road, Deoghar</td>
<td>Pankaj Kumar Singh, Ph: 06432-238646</td>
<td>8</td>
<td>-Do-</td>
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<td>59</td>
<td>Patna</td>
<td>Rajgir</td>
<td>Hotel Rajgir, Rajgir</td>
<td>Care Taking Arrangement With The Hotel Itself</td>
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</table>

In case of any change, Circles are requested to report to the DGM (IR), CC, Mumbai immediately.
# Delegation of Administrative and Financial Powers in Staff Matters

## Chapter 27

### Delegation of Administrative and Financial Powers

#### Administrative Powers

<table>
<thead>
<tr>
<th>Administrative Matters</th>
<th>Authority Structure</th>
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<tbody>
<tr>
<td><strong>1. Transfer/Placement:</strong></td>
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<tr>
<td>A. Officers JMG-I &amp; MMG-II:</td>
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<tr>
<td><strong>Within Region</strong></td>
<td>Regional Manager</td>
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<tr>
<td>Inter Region within the A.O</td>
<td>DGM (B&amp;O)+ Concerned RM(s)</td>
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<tr>
<td>Inter A.O but within same network</td>
<td>GM (NW) + Concerned DGMs (B&amp;O).</td>
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<tr>
<td>Inter Network</td>
<td>GMs (NW) + DGM &amp; CDO</td>
</tr>
<tr>
<td>Officers MMGS-III</td>
<td>GM (NW)</td>
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<td>C. Officers SMGS-IV &amp; V</td>
<td>Circle Management Committee</td>
</tr>
<tr>
<td>D. Inter Circle Transfer Officers upto SMGS-V</td>
<td>CGM (HR)</td>
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<tr>
<td><strong>E. Award Staff</strong></td>
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<tr>
<td>i. Within Region (including under Career Path/Redeployment)</td>
<td>Regional Manager</td>
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<tr>
<td>ii. Inter Region (including under Career Path/Redeployment/5-year Transfer Policy)</td>
<td>DGM(B&amp;O) and Concerned RMs.</td>
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<tr>
<td>iii. Request Transfers (Award Staff)</td>
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<tr>
<td>Intra Circle</td>
<td>DGM &amp; CDO</td>
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<tr>
<td>Inter Circle</td>
<td>CGM of the Circle</td>
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<tr>
<td><strong>2A. Extension In Service (Officers):</strong></td>
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<tr>
<td>In Circles</td>
<td>Controlling authority not below the rank of DGM.</td>
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<tr>
<td>Officers: JMG-I, MMGS-II &amp; MMGS-III</td>
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</tr>
<tr>
<td>Officers SMGS-IV &amp; V</td>
<td>An authority not below the rank of G.M</td>
</tr>
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<td>In CC/CC Establishments:</td>
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<tr>
<td>A. For Officers JMG-I, MMGS-II, MMGS-III</td>
<td>Controlling authority not below the rank of DGM.</td>
</tr>
<tr>
<td>B. For Officers SMGS-IV &amp; V</td>
<td>Authority not below the rank of G.M. If the department is not headed by G.M, then GM(CS).</td>
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<td>Extension In Service (Officers) All Offices:</td>
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<tr>
<td>A. TEGS-VI &amp; VII &amp; TEGSS-I</td>
<td>Respective Group Executives/ For CC &amp; CC Establishments: DMD &amp; CDO.</td>
</tr>
<tr>
<td>B. TEGS-II</td>
<td>Chairman</td>
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</table>
### 2B. Authority To Refuse Extension & Consider Appeal

**In Circles**

**Scale I To III**

Authority not below GM on recommendation of review committee consisting of DGM concerned and any other DGM(s) nominated by CGM. Prior reference should be made to Group executive (NBG). Appeal against non grant of extension will be decided by CGM.

**Authority To Refuse Extension & Consider Appeal.. contd.**

**In Circles**

**Scale IV & V**

CGM (Circle) on recommendation of review committee consisting of GMs of LHO. Prior reference should be made to Group executive (NBG). Appeal against non grant of extension will be decided by GE (NBG).

**In CC & CC Establishments Scale I To III**

GM (CS). Prior reference should be made to DMD & CDO. Appeal against non grant of extension will be decided by CGM (HR).

**Scale IV &V**

CGM (HR). Prior reference should be made to DMD &CDO. Appeal against non grant of extension will be decided by DMD &CDO.

**TEGS-VI, VII and TEGSS-I**

Managing Director(s) on recommendation of the Committee consisting of DMD &CDO & DMD &CCRO.

**2C. D. TEGSS-II**

Chairman. Appeal against non grant of extension will be decided by ECCB.

**In Case of Short Extension Due To Pending Disciplinary Action etc. All Officers**

Same Authority as to grant extension In Service.

**Extension In Service (Award Staff):**

i. Working at branches other than branches of SMGS-V incumbency.

ii. Working at branches of Scale-V incumbency.

iii. Working at A.Os.

iv. Working at LHOs.

v. Working at CC establishments

i. Respective Regional Manager.

ii, iii, iv & v. Respective RM/Head of Branch/ Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O/ AGM(P&E) at LHOs.
### Administrative Matters

<table>
<thead>
<tr>
<th>Administrative Matters</th>
<th>Authority Structure</th>
</tr>
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<tbody>
<tr>
<td>3. Acceptance of Resignation From Service (Staff &amp; Officers)</td>
<td>Respective Appointing Authority</td>
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<td>4. <strong>Sanction of Increment:</strong></td>
<td>Respective Reporting Authority</td>
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<td>For Officers</td>
<td>Respective Reporting Authority</td>
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<tr>
<td>For Award Staff</td>
<td>Respective Reporting Authority</td>
</tr>
<tr>
<td>5. Extra Ordinary Leave on loss of Pay (not counted as service):</td>
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<tr>
<td>Award Staff Upto 90 Days (Cumulative)</td>
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<td>Upto 180 Days (Cumulative)</td>
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<td>Upto 360 Days (Cumulative)</td>
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<td>Beyond 360 Days</td>
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</tr>
<tr>
<td>i. Concerned RM/ Controlling Authority not below the rank of SMGS-V. For CC &amp; CC Establishments: AGM(OAD)</td>
<td></td>
</tr>
<tr>
<td>ii. DGM (B&amp;O)/DGM &amp; CirDO/ Departmental Head Not below the rank of DGM for CC &amp; CC Establishments.</td>
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</tr>
<tr>
<td>iii. GM</td>
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<tr>
<td>iv. CGM/CGM(HR).</td>
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<tr>
<td>Extra Ordinary Leave on loss of Pay (not counted as service):</td>
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<tr>
<td>Officers Upto MMGS-III:</td>
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<tr>
<td>Upto 180 Days (Cumulative)</td>
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<tr>
<td>Working in branches</td>
<td>RM/Head of Branch/Department/ Office not below the rank of SMGS-V/ Whenever SMGS-V not available, controlling authority not below SMGS-V</td>
</tr>
<tr>
<td>Working in CPCs/Admin. Offices</td>
<td>DGM (B&amp;O)/ DGM &amp; CDO &amp; Officer not below the rank of DGM in case of CC and its establishments.</td>
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<tr>
<td>Upto 360 Days (Cumulative)</td>
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<tr>
<td>More than 360 days</td>
<td>Not below the rank of CGM.</td>
</tr>
<tr>
<td>Officers SMGS IV &amp; V</td>
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<tr>
<td>Upto 180 days (cumulative): Not below the rank of DGM.</td>
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<tr>
<td>Upto 360 days (cumulative): Not below the rank of G.M</td>
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<tr>
<td>Upto 720 days (cumulative): Not below the rank of CGM./CGM(HR)</td>
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<tr>
<td>More than 720 days: GE/DMD &amp; CDO for CC and CC establishments.</td>
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<td>6. In Case of Officers: Restoration of Seniority In Deserving Cases. Scale I To V. VI &amp; above and beyond 180 days in case of all officers</td>
<td>i. Upto 180 days: CGM (Circle) ii. GE/DMD&amp;CDO for CC establishments</td>
</tr>
<tr>
<td>7. Voluntary Retirement In Case of Award Staff</td>
<td>RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O/AGM (P&amp;E) at LHOs</td>
</tr>
<tr>
<td>Voluntary Retirement In Case of Officers Scale I To V Scale VI to TEGSS-I TEGSS-II</td>
<td>CGM (Circle)/CGM(HR) for CC &amp; CC establishments (including SBU/STU/I&amp;MA Department etc) GE / DMD &amp; CDO for CC &amp; CC Establishments Chairman</td>
</tr>
<tr>
<td>8. Continuation of Disciplinary Proceedings After Retirement &amp; Imposition of Rule 19(3) JMGS-I To TEGSS-I TEGSS-II</td>
<td>MD (To be specified by the Chairman) Chairman</td>
</tr>
<tr>
<td>9. Exit interview (for Resignation and Voluntary Retirement): A. Officers JMG-I to SMGS-IV</td>
<td><strong>For Circles:</strong> RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, controller not below SMGS-V. <strong>For CC &amp; CC Establishments:</strong> Departmental Heads not below the rank of DGM.</td>
</tr>
<tr>
<td>In Branches &amp; A.Os In LHOs In CC &amp; CC Establishments in Mumbai. In CC Establishments outside Mumbai.</td>
<td>B. Officers SMGS-V In Circles: CGM of the Circle. <strong>In CC &amp; CC Establishments:</strong> DMD &amp; CDO.</td>
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<tr>
<td>C. Award Staff</td>
<td>CM(Admin) at RBO/CM(HR) at A.O/CM(OAD) at LHO and AGM(OAD) at CC.</td>
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<td>10. Scrutiny of A&amp;L Statement: For all officers</td>
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## Administrative Matters

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<td>Writing of AARs of officers.</td>
<td>Reporting authority</td>
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<td><strong>Review of AARs</strong></td>
<td>Next higher Reporting Authority.</td>
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<td>(Beyond 2 Months)</td>
<td>G.M (Network)/Not below the rank of G.M/CGM(HR) for CC Establishments.</td>
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<tr>
<th>13. <strong>Grievance Redressal:</strong></th>
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<td><strong>A. Initial Authority For Officers</strong></td>
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<tr>
<td>Upto SMGS IV</td>
<td>Respective Controlling Authority not below the rank of SMGS-V.</td>
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<tr>
<td>For officers SMGSV.</td>
<td>DGM &amp; CDO/DGM(B&amp;O)</td>
</tr>
<tr>
<td>Where Grievances are Against The Initial Authority</td>
<td>Appellate Authority mentioned below will be the initial authority.</td>
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<th>B. <strong>Initial Authority For Award Staff</strong></th>
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<td>Posted At Branches</td>
<td>Branch Manager</td>
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<tr>
<td>Posted at LHO/A.Os/CC &amp; CC Establishments.</td>
<td>Head of Department</td>
</tr>
<tr>
<td>Where Grievances Are Against The Initial Authority</td>
<td>Appellate Authority mentioned below will be the initial authority.</td>
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<tr>
<th>C. <strong>Appellate Authority For Officers</strong></th>
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<tr>
<td>Upto SMGS-IV</td>
<td>DGM &amp; CDO/ Where Grievance is against the Initial authority, respective G.M</td>
</tr>
<tr>
<td>SMGS V</td>
<td>Respective GM. Where Grievance is against the Initial Authority, respective CGM.</td>
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<tr>
<th>D. <strong>Appellate authority for Award Staff</strong></th>
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<tr>
<td>Posted at Branches</td>
<td>DGM(B&amp;O)/DGM &amp; CirDO. Where Grievance is against the Initial Authority, respective G.M</td>
</tr>
<tr>
<td>Posted At LHO/A.O/CC &amp; CC Establishments</td>
<td>Respective G.M/GM(CS). Where Grievance is against the Initial Authority, CGM(HR)</td>
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<td>14. <strong>Change In Place of Domicile:</strong></td>
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<tr>
<td>Officers upto MMGS-III</td>
<td>RM/Head of Branch/Department/ Office not below the rank of SMGS-V/ Whenever SMGS-V not available, controlling authority not below SMGS-V.</td>
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<tr>
<td>Officers SMGS-IV &amp; V.</td>
<td>Reporting Authority not below the rank of DGM</td>
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<tr>
<td>SMGS VI &amp; above</td>
<td>Respective controller.</td>
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<td>15. <strong>No Objection Certificate- Passport/Visa:</strong></td>
<td></td>
</tr>
<tr>
<td>For all Officers up to SMGS-V</td>
<td>RM/Head of Branch/Department/ Officer not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O</td>
</tr>
<tr>
<td>Officers Above SMGS-V</td>
<td>Respective Controller.</td>
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<tr>
<td>Award Staff</td>
<td>CM(Admin) at RBO/CM(HR) at A.O/ CM(OAD) at LHOs/AGM(OAD) at CC.</td>
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<td>16. <strong>Death Cases:</strong></td>
<td></td>
</tr>
<tr>
<td>i. Recommendations for sanction of PF, Gratuity, Pension etc.</td>
<td></td>
</tr>
<tr>
<td>A. For all officers up to and including SMGS-V and Award staff</td>
<td>DGM(B&amp;O)/ DGM &amp; CirDO/ DGM(PMD) at CC.</td>
</tr>
<tr>
<td>B. Officers SMGS VI &amp; Above.</td>
<td>Respective Controlling Authority.</td>
</tr>
<tr>
<td>ii) Sanction For Encashment of Leave on Account of Death of Employee to Legal Heir With Out Legal Representation.</td>
<td></td>
</tr>
<tr>
<td>In Case of Award Staff</td>
<td>RM/Head of Branch/Department/ Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O, AGM(P&amp;E) at LHOs</td>
</tr>
<tr>
<td>In Case of Officers</td>
<td>Respective Controllers not below the rank of DGM./ DGM &amp; CirDo in respect of LHO Departments including those under Network Heads.</td>
</tr>
<tr>
<td>iii) Sanction For Payment of Salary on Account of Death of Employee To Legal Heir With Out Legal Representation.</td>
<td>RM/Head of Branch/Department/ Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O, CM(OAD) at LHOs</td>
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### Chapter - 27  Delegation of Administrative & Financial Powers in Staff matters

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<td><strong>A. Sanction of Retirement:</strong></td>
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<td>For Officers upto MMGS-III</td>
<td>Controlling Authority not below the rank of SMGS-V.</td>
</tr>
<tr>
<td>For officers SMGS-IV &amp; V</td>
<td>DGM&amp;CirDO at Circles / At CC &amp; CC Establishments, Head of Departmental not below the rank of DGM.</td>
</tr>
<tr>
<td>For officers scale VI &amp; above.</td>
<td>Respective Controlling Authority.</td>
</tr>
<tr>
<td>For all Award Staff</td>
<td>RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O, AGM(HR) at LHO.</td>
</tr>
<tr>
<td><strong>B. Sanction of Leave Encashment:</strong></td>
<td></td>
</tr>
<tr>
<td>For Officers up to SMGS-V</td>
<td>RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, RM of local R.O, Controller not below SMGS-V.</td>
</tr>
<tr>
<td>For officers SMGS VI &amp; Above</td>
<td>Respective Controlling Authority.</td>
</tr>
<tr>
<td>For all Award Staff</td>
<td>CM(Admin) at RBOs/CM(HR) at A.Os/CM(OAD) at LHOs./AGM(OAD) at CC.</td>
</tr>
<tr>
<td>Deputation of officers within State Bank Group.</td>
<td>Upto MMGS-III: CGM(HR) IV &amp; V: DMD &amp; CDO.</td>
</tr>
<tr>
<td>18. Deputation of Officers (all grades) to Other Organizations</td>
<td>Scale I To V: DMD&amp;CDO.</td>
</tr>
<tr>
<td>20. Permission For use of Taxi/ Own Car for Official/ LTC/HTC:</td>
<td></td>
</tr>
<tr>
<td><strong>A. For Officers</strong></td>
<td>i.) RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, Controller not below SMGS-V.</td>
</tr>
<tr>
<td>i) Officers working in the branches/RBO</td>
<td></td>
</tr>
<tr>
<td>Permission For use of Taxi/ Own Car for Official/ LTC/HTC:</td>
<td></td>
</tr>
<tr>
<td>iii) For AGMs and officers directly reporting to DGM (B&amp;O)</td>
<td>DGM (B&amp;O)</td>
</tr>
<tr>
<td><strong>B. For Award Staff For LTC/HTC</strong></td>
<td>v) BM/Departmental Head not below SMGS-IV else by CM(Admin)/CM(HR).</td>
</tr>
<tr>
<td>v) Award staff at Branches/Admin. Offices/LHO.</td>
<td></td>
</tr>
<tr>
<td><strong>C. For Award Staff For Other Than LTC/HTC</strong></td>
<td>Controller not below the rank of SMGS-V</td>
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### Chapter - 27  Delegation of Administrative & Financial Powers in Staff matters

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<td>21. Permission To Travel by Higher Class/Air (above entitlement) For Official Purposes For officers upto MMGS-II working at the branches</td>
<td>Respective Controlling Authority.</td>
</tr>
</tbody>
</table>
| 22. Permission For Carry Over of LFC Block | In Circles:
- Upto TEGS-VI (upto 6 months): Authority not below the rank of G.M
- Beyond 6 Months: CGM
- TEGS-VII (any period): CGM

**In CC/CC Establishments**
- Upto 6 Months
- Upto TEGS-VI: Not Below G.M
- TEGS-VII: Not below CGM.
- (if G.M/CGM not available: CGM(HR)
- Beyond 6 Months:
- All cases: CGM(HR)

At ALL OFFICES:
- TEGSS-II: Chairman.

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<th>23 Permission For Retention of leased accommodation:</th>
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<tbody>
<tr>
<td>A. Officers Transferred From Circle To CC/CC Establishments/subsidiaries In Mumbai</td>
</tr>
<tr>
<td>Scale I To V: Upto 6 Months.</td>
</tr>
<tr>
<td>:6 To 12 Months.</td>
</tr>
<tr>
<td>Scale VI: Upto 6 Months</td>
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<tr>
<td>Scale VII: Upto 3 Months.</td>
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<tr>
<td>&gt; 3 Months.</td>
</tr>
<tr>
<td>TEGSS-I: Any Period</td>
</tr>
<tr>
<td>TEGSS-II: Any Period</td>
</tr>
<tr>
<td>B. Officers Transferred From CC Departments/establishments outside Mumbai To CC/CC Establishments/Subsidiaries In Mumbai.</td>
</tr>
<tr>
<td>Scale I To V: Upto 6 Months.</td>
</tr>
<tr>
<td>Upto 12 Months.</td>
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<tr>
<td>Upto Scale VI: Upto 6 Months.</td>
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<td>Upto 12 Months.</td>
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<th>CGM(HR)</th>
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<td>&gt; 3 Months.</td>
<td>DMD &amp; CDO</td>
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<tr>
<td>TEGSS-I: Any Period</td>
<td>GE/Accommodation in Mumbai which will be approved by DMD &amp; CDO.</td>
</tr>
<tr>
<td>TEGSS-II: Any Period</td>
<td>Chairman</td>
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<tr>
<td>Officers Transferred From Circles To Other Places</td>
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<tr>
<td>A. Scale I To V: Upto 4 Months</td>
<td>DGM</td>
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<tr>
<td>4 To 6 Months</td>
<td>GM</td>
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<tr>
<td>&gt; 6 Months But Not Beyond Academic Session</td>
<td>CGM</td>
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<tr>
<td>Beyond Academic Session</td>
<td>GE But accommodation in Mumbai will be approved by DMD &amp; CDO.</td>
</tr>
<tr>
<td>B. Scale VI: Upto 6 Months</td>
<td>CGM</td>
</tr>
<tr>
<td>&gt; 6 Months.</td>
<td>GE But accommodation in Mumbai will be approved by DMD &amp; CDO.</td>
</tr>
<tr>
<td>C. Scale VII: Upto 6 Months</td>
<td>CGM</td>
</tr>
<tr>
<td>&gt; 6 Months.</td>
<td>GE But accommodation in Mumbai will be approved by DMD &amp; CDO.</td>
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<tr>
<td>C. TEGSS-I: Any Period</td>
<td>GE But accommodation in Mumbai will be approved by DMD &amp; CDO.</td>
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<tr>
<td>D. TEGSS-II: Any Period.</td>
<td>Chairman</td>
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<td>CC Bank’s Flats In Mumbai</td>
<td>Upto 2 Months: GM(CS) &gt; 2 Months: DMD &amp; CDO</td>
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### Permission For Retention of House By Family Members on Death of The Officer.

For Circles:
- Officers upto SMGS-V:
  - Upto 3 months: GM(Network)
  - Upto 12 months or completion of the academic year of dependent children whichever is earlier: CGM
  - TEGS VI & above: GE/DMD & CDO.
- For CO & its establishments:
  - For Flats in Mumbai: DMD & CDO.
  - Outside Mumbai: CGM/Principal For Staff Colleges/GM(I&MA). Where GM or CGM not posted: CGM(HR)
## Chapter - 27 Delegation of Administrative & Financial Powers in Staff matters

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<td>B. Circle CGM.</td>
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<td>B. Scale VII</td>
<td>B. CGM(HR)</td>
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<td>A. Scale I To VI</td>
<td>A. GM(AB&amp;R)</td>
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<td>B. Scale VII</td>
<td>B. CGM(IT)</td>
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<td>B. Scale VII</td>
<td>B. CGM &amp; Head Else CGM(HR)</td>
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<td>26. Permission To Apply For Job Elsewhere: For officers up to MMGS-III</td>
<td>RM/Head of Branch/Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, controller not below SMGS-V.</td>
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<td>For officers SMGS IV&amp;V</td>
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<td>In case of CC&amp; Its Establishments: Not below the rank of DGM (if DGM is not posted, GM(CS))</td>
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<td>i. Authority not below the rank of G.M.</td>
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<tr>
<td>ii. In CC &amp; CC Establishments.</td>
<td>ii. An Authority not below the rank of GM. If GM is not available, GM(CS).</td>
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<tr>
<td>B. Officers SMGS-IV &amp; V.</td>
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<td>i. In Circles.</td>
<td>i. Authority not below the rank of Circle CGM.</td>
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<tr>
<td>ii. In CC &amp; CC Establishments.</td>
<td>ii. Authority not below the rank of CGM. If the Department is not headed by CGM or above, CGM(HR).</td>
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</table>
### Administrative Matters

| C. Officers TEGS VI & VII | C. GE/DMD & CDO |
| D. Officers TEGSS-I | D. GE(NBG)/DMD & CDO |
| E. Officers TEGSS-II | E. Chairman |
| F. Ex-MDs & Chairman. | F. ECCB. |

#### 28. Permission For Extending Guarantee Involving Officers’ Pecuniary Obligations.

For Circles/CAG & MCG Branches:
- GM(Network)/G.M(NW-I)/Authority not below the rank of G.M

For CC Establishments:
- Outside Mumbai:
  - Departmental Head not below the rank of G.M
  - In Mumbai & Also Departments outside Mumbai not headed by G.M: GM(CS)

#### 29. Extension of availing joining time beyond 3 months.

For All Officers

#### 30. Permission for Medical treatment Outside Headquarters For Officers and Award Staff

Respective Controlling Authority not below SMGS-V on the recommendation of Bank’s Medical Officer.

#### 31. Providing Relief Arrangement In Case of Long Absence of RMs

GM(NW)

#### 32. Control Return– Staff Advances

Next Reporting Authority

#### 33. Sanctioning Budget of Dispensaries

| Branches upto SMGS-V: DGM(B&O) | DGM Headed Branch/Establishment Respective DGM |
| Administrative Offices: DGM(B&O). | LHO/SBLC: DGM & CDO |
| CC/CC Establishment: GM (OL&CS)/Head of the establishment not below the rank of DGM. |
### Administrative Matters

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<td>LHO/SBLC: DGM &amp; CDO</td>
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<td></td>
<td>CC/CC Establishment: GM (OL&amp;CS)/Head of the establishment not below the rank of DGM.</td>
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<td>Respective controllers.</td>
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<td>For CC &amp; Its establishments: Authority not below the rank of DGM. If DGM not posted, GM(CS)</td>
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<td>35. Permission to Pursue Higher Studies</td>
<td>Upto G.Ms: CGM/CGM(HR)</td>
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<td>For CGMs: Respective G.E.</td>
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<td></td>
<td>For DMDs: Chairman</td>
</tr>
</tbody>
</table>

### Financial Matters (For NBG/CAG/SAMG/MCG Branches/Offices)

<table>
<thead>
<tr>
<th>Financial Matters</th>
<th>Authority Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Advance against medical bills and payment of medical bills:</td>
<td>Upto Rs.1.50 lac - CM (Admin)</td>
</tr>
<tr>
<td>i) Officers (Hospitalization)</td>
<td>Upto Rs.3.00 lacs Regional Manager / AGM(COO)/AGM(OAD) at SBB and GITC Belapur/AGM(Admin)/Head of Branch/Office not below the rank of SMGS-V.</td>
</tr>
<tr>
<td></td>
<td>Upto Rs. 5 lacs DGM(B&amp;O)/DGM&amp;CDOM</td>
</tr>
<tr>
<td></td>
<td>DGM(CAG/SAMG/MCG)/DGM(C&amp;CS) /Head of Branch/Office not below the rank of DGM.</td>
</tr>
<tr>
<td></td>
<td>Full GM(NW) /GM(CAG)/GM(SAMG)/GM(MC-Region)/GM(CS)/GM(AB&amp;R)/Head of Office not below the rank of GM.</td>
</tr>
</tbody>
</table>
### Financial Matters

<table>
<thead>
<tr>
<th>Authority Structure</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ii) Award Staff (Hospitalization and specified serious diseases scheme)</strong></td>
</tr>
<tr>
<td>Upto 0.75 lacs</td>
</tr>
<tr>
<td>Upto Rs. 1.50 lacs</td>
</tr>
<tr>
<td>Upto Rs. 3 lacs</td>
</tr>
<tr>
<td>Full</td>
</tr>
</tbody>
</table>

### 2. Sanction of Personal Loan:

- **i) For all award staff and officers upto MMGS-III**
- **ii) For officers SMGS-IV & V at branches**
- **iii) For officers SMGS IV & V at CPCs/Admin. Offices**

- **i) CM(Admin)/CM(HR)/Branch Manager/Head of Office not below the rank of SMGS-IV**
- **ii) For officers upto SMGS-IV: Regional Manager, For SMGS-V: DGM (B&O)**
- **iii) RM/Head of Department/Office not below the rank of SMGS-V/Whenever SMGS-V not available, controller not below the rank of SMGS-V.**

In regard to Delegation of Financial Powers, Chief Manager (Administration) at LHOs and Chief Managers (HR) at A.O will exercise the powers of Regional Managers.
CHAPTER-28

INDUSTRIAL RELATIONS
(INCLUDING STRIKE ETC.)
FREQUENTLY ASKED QUESTIONS (FAQs)

* What is Industrial Relation?
As people in their normal life have understanding about each other called ‘relation’, so do have employees and management in an organisation. The understanding between employees and the management in an industrial organisation is commonly called “Industrial Relations” (IR).

* How has it been defined?
Encyclopaedia Britannica defines industrial relations as “the relations of the State with employers, workers, and other organisations. The subject, therefore, includes individual relations and joint consultations between employers and workers at their place of work, collective relations between employers and trade unions; and the part played by the State in regulating these relations.”

* What is the role of ‘Industrial Relations’ in an organisation?
It fosters industrial peace, promotes industrial democracy, provides benefits to employees as well as management and improves productivity in the Organisation.

* What is an ‘Industrial Dispute’?
‘Industrial Dispute’ means 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.

* What is the relevance of Industrial Disputes Act, 1947? Why was this Act enacted?
The legislation relating to industrial relations in India is contained in the Industrial Disputes Act, 1947. This is a Central Act, which came into operation on 1st April 1947. According to the Notification of the Central Government published in the Gazette of India, 1946, Pt.V, the Act was enacted for the following reasons: “Experience of working of the Trade Disputes Act of 1929 has revealed that its main defect is that, while restraints have been imposed on the rights of strikes and lockouts in Public Utility Services, no provision has been made to render the proceedings institutable under the Act for the settlement of an industrial dispute, either by reference to a Board of Conciliation or to a Court of Inquiry conclusive and binding on either parties to the dispute.”
* What does ‘appropriate Government’ under Industrial Disputes Act mean?

As per definition of ‘appropriate Government’ contained in Sec.2 (a) of the Industrial Disputes Act, the ‘appropriate Government’ for the Banks is the Central Government. Various authorities under the Industrial Disputes Act are appointed/constituted by the ‘appropriate Government’.

* What is the authority structure constituted under the Industrial Disputes Act for the purpose of conciliation and settlement of Industrial Disputes?

The main objective of the Industrial Disputes Act, 1947 is the conciliation and settlement of I.D.. For this purpose, various authorities have been constituted under Sec.s 3 to 9 of the I.D. Act as detailed hereunder: -

(i) Conciliation – (a) Works Committee, (b) Conciliation Officer(s), (c) Board of Conciliation

(ii) Arbitration - Court(s) of Inquiry

(iii) Adjudication – (a) Labour Court(s), (b) Industrial Tribunal(s), (c) National Tribunal

* What are the powers and duties of Conciliation Officers, Boards, Courts and Tribunals?

Under Sec.11 of the Industrial Disputes Act, they have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 (5 of 1908), when trying a suit, in respect of the following matters, namely –

a) enforcing the attendance of any person and examining him on oath;
b) compelling the production of documents and material objects;
c) issuing commissions for the examination of witnesses;
d) in respect of such other matters as may be prescribed;

and every inquiry or investigation by a Board, Court, Labour Court, Tribunal or National Tribunal, shall be deemed to be a judicial proceeding within the meaning of Sec. 193 and Sec.228 of the Indian Penal Code (45 of 1860).

* What is meant by ‘Conciliation’?

‘Conciliation’ refers to the process by which representatives of workers and employers are brought together before Conciliation Officers or Board of Conciliation with a view to persuading them to resolve the dispute/difference by mutual discussion between them. According to the Industrial Disputes Act, the conciliation machinery comprises of the following authorities: -
(i) Conciliation Officers - who are appointed under Sec. 4 of the Industrial Disputes Act

(ii) Board of Conciliation - which is constituted under Sec. 5 of the Industrial Disputes Act

(iii) Court(s) of Enquiry - which is/are constituted under Sec. 6 of the Industrial Disputes Act

* Who are the ‘Conciliation Officers’ and what do they do?

The Chief Labour Commissioner (Central) acts as the primary conciliatory agency in the Central Government for Industrial Disputes. There are the Regional Labour Commissioners (Central) and Assistant Labour Commissioners (Central) who, on behalf of the Chief Labour Commissioner (Central) act as Conciliation Officers in different parts of the country. The Conciliation Officer makes efforts to resolve the dispute/differences through settlements between the workmen and the management. The duties of Conciliation Officers have been laid down under Sec.12 of the Industrial Disputes Act.

* What is Arbitration?

‘Arbitration’ is a process governed by Sec. 10A of the Industrial Disputes Act in which the conflicting parties agree to refer their dispute to a neutral third party, known as ‘arbitrator’. The decision of the arbitrator by way of award would be binding on the parties as per provisions of Sec. 18 of Industrial Disputes Act. Arbitration differs from conciliation in the sense that in arbitration, the arbitrator gives his judgement on the dispute while in conciliation the conciliator only facilitates the disputing parties to resolve the dispute by arriving at an amicable solution.

* What is ‘Adjudication’? Where are the disputes adjudicated?

‘Adjudication’ has been defined in Oxford Concise Dictionary as making a formal judgement on a disputed matter.

The ultimate legal remedy for the settlement of an unresolved dispute is its reference to adjudication by the Government. The Industrial Disputes Act, 1947 provides three-tier machinery for the adjudication of the Industrial Disputes:

(i) Labour Court: The Labour Court deals with matters specified in the Second Schedule to the Industrial Disputes Act

(ii) Industrial Tribunal: Compared to Labour Court, the Industrial Tribunal has a wider jurisdiction as the Tribunal can decide any dispute, relating to any matter specified in Second and Third Schedule to the Industrial Disputes Act.
National Tribunal: It deals with industrial dispute of national importance or disputes of a nature in which industrial establishments initiated in more than one state are likely to be interested in, or affected by such disputes.

Where are these Labour Courts / Industrial Tribunals/ National Tribunals located?

The Labour Courts and Industrial Tribunals are set up by the Central Government and the State Government or the Administrations of Union Territories for dealing with matters which fall in the Central and the State sphere respectively. It is, however, open to the Central Government to refer a matter, in relation to which it is the appropriate Government, to a Labour Court or a Industrial Tribunal constituted by the State Government. There are at present 17 Central Government Industrial Tribunals-cum-Labour Courts in different parts of the country to whom the I.D. can be referred for adjudication. These CGITs-cum-Labour Courts are at New Delhi, Mumbai (2 CGITs), Bangalore, Kolkata, Asansol, Dhanbad (2 CGITs), Jabalpur, Chandigarh, Kanpur, Jaipur, Lucknow, Nagpur, Hyderabad, Chennai and Bhubaneswar. Out of these CGITs, 2 CGITs namely Mumbai-I and Kolkata have been declared as National Industrial Tribunals.

How many ‘Schedules’ are there to the Industrial Disputes Act, 1947? What do the schedules contain or refer to?

Five. The schedules and the areas they cover are, as under:

First Schedule: Industries which may be declared to be the Public Utility Services under Sec.2(n)(vi) of the Industrial Disputes Act. (Banking industry is included at Sl.No.2)

Second Schedule: Matters within the jurisdiction of Labour Court.

Third Schedule: Matters within the jurisdiction of the Industrial Tribunals.

Fourth Schedule: Conditions of service for change of which Notice is to be given.

Fifth Schedule: Unfair Labour Practices.

What is the Second Schedule and what does it deal with?

The Second Schedule to the Industrial Disputes Act deals with the matters or disputes within the jurisdiction of Labour Courts which are as follows:

i. The propriety or legality of an order passed by an employer under the Standing Orders;
ii. The application and interpretation of Standing Orders which regulate employment;

iii. Discharge or dismissal of workmen including reinstatement of, or grant of relief to workmen wrongfully dismissed;

iv. Withdrawal of any customary concession or privilege;

v. Illegality or otherwise of a strike or lock-out; and

vi. All matters other than those specified in the Third Schedule.

* What is the ‘Third Schedule’ and what does it deal with?

The ‘Third Schedule’ to the Industrial Dispute Act deals with matters within the jurisdiction of the Industrial Tribunals. These are as follows:

i. Wages including the period and the mode of payment;

ii. Compensatory and other allowances;

iii. Hours of work and rest intervals;

iv. Leave with wages and holidays;

v. Bonus, profit sharing, provident fund and gratuity;

vi. Shift working otherwise than in accordance with Standing Orders;

vii. Classification by grades;

viii. Rules of discipline;

ix. Rationalization;

x. Retrenchment of workmen and closure of establishment; and

xi. Any other matter that may be prescribed.

* What is the ‘Fourth Schedule’ and what does it deal with?

The Fourth Schedule deals with conditions of service for change of which notice is to be given. The details are, as under:

(i) Wages, including the period and mode of payment;

(ii) Contributions paid, or payable, by the employer to any provident fund or pension fund or for the benefit of the workman under any law for the time being in force;

(iii) Compensatory and other allowances;

(iv) Hours of work and rest intervals;

(v) Leave with wages and holidays;

(vi) Starting, alteration, discontinuance of shift working otherwise than in accordance with Standing Orders;

(vii) Classification by grades;
(viii) Withdrawal of any customary concession or privilege or change in usage;
(ix) Introduction of new rules of discipline, or alteration of existing rules except insofar as they are provided in Standing Orders;
(x) Rationalisation, standardization or improvement of plant or technique which is likely to lead to retrenchment of workmen;
(xi) 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 occasioned by circumstances over which the employer has no control.

*What is the ‘Fifth Schedule’? What are the unfair labour practices, as contained, in the Fifth Schedule to the Industrial Disputes Act?*

The ‘Fifth Schedule’ deals with unfair labour practices on the part of workmen and trade unions of workmen as well as on the part of the employers and trade union of employers. The unfair labour practices as spelt out in the Fifth Schedule to the Industrial Disputes Act, on the part of workmen and trade union of workmen, are as under :-

(i) To advise or actively support or instigate any strike deemed to be illegal under Industrial Disputes Act.

(ii) To coerce workmen in the exercise of their right to self-organisation or to join a trade union or refrain from joining any trade union, that is to say –

(a) for a trade union or its members to picketing in such manner that non-striking workmen are physically debarred from entering the work places.

(b) to indulge in acts of force or violence or to hold out threats of intimidation in connection with a strike against non-striking workmen or against managerial staff.

(iii) For recognized union to refuse to bargain collectively in good faith with the employer;

(iv) To stage, encourage or instigate such forms of coercive actions as willful “go slow”, squatting on the work premises after working hours or “gherao” of any of the managerial or other staff.

(v) To stage demonstration at the residences of the employers or the managerial staff members.

(vi) To incite or indulge in willful damage to employer’s property connected with the industry.

(vii) To indulge in acts of force or violence or to hold out threats of intimidation against any workman with a view to preventing him from attending work.
**What is the main objective of Industrial Employment (Standing Orders) Act, 1946?**

The Act came into force from 1.4.1947. The main objective of the Act, as given in its Preamble, is to require employers to define the terms and conditions of employment of workers in an industrial establishment employing 100 or more workers and make the said conditions known to the workmen employed by them.

[Industrial Employment (Standing Orders) Act, 1946 is not applicable to the Bank and the reference thereto is only for information.]

**What is the definition of ‘workman’ under Industrial Disputes Act?**

Under which circumstances a workman or union of workmen can raise an industrial dispute?

Under the Industrial Disputes Act, a ‘workman’ has been defined to mean any person (including an apprentice) who is employed in an industry to do manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward including any such person who has been dismissed, discharged or retrenched as a consequence of the dispute but excludes those employed in the Army, Navy, Air Force and in the police service, or employed mainly in managerial or administrative capacity or a person employed in supervisory capacity drawing wages in excess of Rs.1,600/- p.m.

Under Sec.2A of the Industrial Disputes Act, an individual workman who has been discharged, dismissed or retrenched or whose services have been otherwise terminated discharged, dismissed or retrenched or whose services have been otherwise terminated can himself raise a dispute with respect to this discharge, dismissal or termination as the case may be. Such dispute can be espoused or taken up by the Union or Workmen also. In all other cases of Industrial Dispute, though there is no specific requirement under the Industrial Disputes Act, the Courts have held consistently that under the scheme of the Industrial Disputes Act, in order to become any industrial dispute, the dispute should have the support of a substantial section of workmen concerned in the establishment. However, it is not necessary that for espousal of a dispute, the Union should be a majority union.

**Is it mandatory for the Bank to attend a reconciliation meeting called by the ALC’s/RLC’s notice.**

The duties of the Conciliation Officer are enumerated in Sec. 12 of the Industrial Disputes Act. Whenever an industrial dispute exists or is apprehended relating to a public utility service (‘Banking’ falls in this category) and a notice under Sec. 22 of the Industrial Disputes Act has been given, the Conciliation Officer is bound to hold conciliation proceedings in the prescribed manner. In terms of Rule 9 of the I.D. (Central) Rules, 1957 (hereinafter referred to as ‘Rules’ for brief), the Conciliation Officer is bound to discuss matters relating to the dispute with the employer and the workmen concerned at such places and at
such times as he may deem fit, with a view to bringing about a settlement of the dispute in question. In terms of Sec. 11(4), a Conciliation Officer has got powers to enforce the attendance of any person for the purpose of examination, if he has ground to believe that the examination of such person is relevant to the industrial dispute in which he is conciliating. Similarly, the Conciliation Officer has a power to enforce or compel production of documents from any person, which he considers relevant for the Industrial Disputes. The powers vested in the Conciliation Officer under Sec. 11(4) are the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908. In terms of Sec. 32 of the Code of Civil Procedure, if the Court has issued any summons for attendance of any person or for production of any documents by any person or if the Court has ordered any person to prove any fact by way of an affidavit and if the person fails to comply with such summons for attendance / production of documents or proof of a fact by filing an affidavit, the Court may compel his attendance and for that purpose the Court may

(a) issue a warrant for his arrest;
(b) attach and sale his property;
(c) impose a fine upon him, not exceeding Rs.5000/- and
(d) order him to furnish security for his appearance and in default commit him to the civil prison.

In the light of the aforesaid provisions contained in the Industrial Disputes Act as well as Code of Civil Procedure, it is almost mandatory for the Bank to attend conciliation meetings / proceedings called by the ALC/RLC. If the Bank fails to attend, the Conciliation Officer can resort to the powers vested in him as enumerated above and compel attendance of the representative of the Bank in the conciliation proceedings including his examination and production of documents.

*Is it that the documents of confidential nature may also have to be produced before the Labour Courts?*

As discussed above, the Conciliation Officer may call for any document, which he considers 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. In case, however, a document is considered to be of confidential nature in the Bank’s interest, the Conciliation Officer should be requested not to disclose the confidential information to the opposite or other parties concerned in the dispute. In terms of Sec.21 of the Industrial Disputes Act, the authority or the authorities who have received information are bound not to disclose such confidential information to any person without consent in writing of the person or party providing confidential information except for the purposes of prosecution under Sec.193 of the Indian Penal Code.
* Who should represent the Bank in the conciliation proceedings?

Rules 36 & 37 govern representation of Bank in the conciliation proceedings. Therefore, it is a policy matter for the Bank to decide as to which Authority or persons should represent the Bank in the conciliation proceedings. The Authority in favour of the person or persons to represent the employer in any proceedings under the Industrial Disputes Act has to be given in Form ‘F’ (see Annexure-i) as per the Schedule to the Rules. Further, in terms of Rule 37 of the Rules, any party appearing by representative shall be bound by the acts of the representative. In practice, whenever an intimation is received from the Conciliation Officer for participation in the conciliation proceedings, 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 the said appropriate letter of authority.

* What are the briefings for the officer attending the conciliation proceedings?

The officer deputed to represent the Bank’s case in conciliation proceedings should familiarize himself with the facts of the case, the provisions of the award, bipartite settlements and other instructions on the subject. No commitment on behalf of the Bank should be made by the officer concerned at such proceedings outside the brief, if provided to him. Normally, the officer concerned 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. While all reasonable suggestions put forward by the Labour Authority should be objectively considered, 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.

* How is the matter dealt with where the employee(s) is/are represented by the unrecognized union?

In case where a requisition is received from the Labour Authorities to appear in proceedings where the employee/s is/are represented by the unrecognized union, Labour Authorities 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 recognized 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 the unrecognized union, but if any decision in terms of the written brief is taken at the suggestion of the Conciliation Officer, it may be advised to him with a request to treat the matte as closed. However, these
instructions shall not apply to proceedings before an Arbitrator, a Labour Court, or a Tribunal as their decisions, judgements or awards, as the case may be, will be legally binding on the Bank.

* **What are the effects of non-attendance by the Bank?**

It would not be advisable not to attend the conciliation proceedings whenever called for by the ALC/RLC. Further, if for compelling or strategic reasons, the Bank decides not to attend the conciliation proceedings, it shall be the sole discretion of the Conciliation Officer, either to resort to his powers of enforcing his attendance of representative or record absence and report failure of conciliation proceedings.

[At times a question arises as to whether Bank has to take part in the conciliation proceedings in response to strike notice given by Officers’ Association, since officers are not ‘workmen’ as defined under the Act. However, such a stand would be technical stand, as in terms of Govt. of India guidelines / instructions, the Bank has been directed to take part in conciliation proceedings irrespective of the fact whether notice under Sec. 22 of the Industrial Disputes Act has been given by the Officers’ Association or Workmen Union.]

* **Whether a written representation is required to be given?**

In terms of Rule 10 A of the Rules, the employer is bound to forward a statement setting forth the specific matters in dispute to the Conciliation Officer concerned. The mandatory obligation imposed upon a Conciliation Officer by Sec. 12(1) of the Industrial Disputes Act casts a duty upon the Conciliation Officer to intervene in respect of an industrial dispute concerning public utility service establishments, whenever he receives a notice under Sec. 22 of the Industrial Disputes Act. Therefore, in the light of the provisions contained in Sec. 12 (1) of the Industrial Disputes Act and Rule 10 A of the Rules, the Bank, as an employer, will have to submit written statement setting forth the stand of the Bank on the issues involved in the industrial dispute.

* **What is the effect of ALC’s/RLC’s compliance value?**

During the course of conciliation proceedings, the Conciliation Officer (ALC/RLC) is duty bound to intervene and make an attempt to bring about a settlement between the parties. If the Conciliation Officer records failure report in accordance with Sec. 12(4) of the Industrial Disputes Act, there is no specific provision under ID Act, which provides for penalty for breach or violation of directions given by the Conciliation Officer while recording failure report.

* **What happens if a dispute raised is resolved through conciliation / settlement?**

In such a situation, the dispute will cease to exist. A settlement shall come into operation on such date as is agreed upon by the parties to the dispute,
and if no date is agreed upon, on the date on which, the memorandum of the settlement is signed by the parties to the dispute. As per Rule 58 of the Rules, a settlement arrived at in the course of conciliation proceedings or otherwise shall be in Form ‘H’ (see Annexure II).

* What is the binding period of settlements arrived at during conciliation proceedings?

The settlement will be binding for such period as agreed upon by the parties, and if no such period is agreed upon, for a period of six months from the date on which the memorandum of settlement is signed. The shall be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.

* What happens once the conciliation proceedings held before the ALC/RLC (Central) fail?

In case of failure of conciliation (FOC), a report is sent by the ALC/RLC (Central) of the respective Centre/Zone, where the dispute was raised, to the Government of India (IR Desks in the Ministry of Labour). The Ministry of Labour after considering the FOC Report exercises the power available to it under Sec.10 of the I.D. Act and either refers the dispute for adjudication or refuses to do so. In case of Banks, the Ministry of Labour refers the dispute for proposed adjudication to the Ministry of Finance with a request to advise the Bank concerned to settle the dispute amicably by way of discussion with the union/workman concerned and/or furnish comments to the Ministry of Labour within a period of 60 days, failing which it is presumed that the Ministry of Finance has no objection for the dispute being referred for adjudication.

* How does the Ministry of Finance handle the issue with the respective banks?

The Ministry of Finance forwards the reference to the Head Offices of the respective Banks asking them to send a self-contained note in the matter to them. In our case, IR Department at Corporate Centre plays the nodal role in such matters and forwards the copies of the references to the respective Local Head Offices (with endorsements to Zonal Offices concerned) and ask them to send their detailed advices to Corporate Centre within 10 days in the form of a self-contained note incorporating the full facts of the case, issue raised by the disputant during conciliation before the Conciliation Officer and the Bank’s stand thereon, point by point. To ensure that the Government takes an informed decision in the matter and the dispute is not referred for adjudication without consideration of Bank’s objections, it becomes imperative for the Bank to forward its comments to the Government of India within the set time frame. Since forwarding the self-contained note would take time, the Local Head Offices are advised to e-mail the self-contained note to Corporate
Centre on dgm.ir@sbi.co.in. It is invariably ensured that a self-contained note relating to the dispute reaches Ministry of Finance in time. This is because if the Ministry is convinced on the action taken by the Bank, it recommends to the Ministry of Labour not to refer the dispute for adjudication, which saves time, money as well as manpower of the Bank which would otherwise be wasted for defending the claim in adjudication. In case of any unreasonable delay in forwarding the self-contained note from Bank’s side, the Ministry of Labour does not take cognizance of Bank’s views in the matter and refers the dispute for adjudication.

In this connection, Corporate Centre has 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 leaves a lot to be desired. As a result, seeking necessary clarifications delays the process of submission of the Bank’s reply and, as a result the industrial disputes are referred by the Government of India to Industrial Tribunals for adjudication even before the Bank is able to send its comments/advises to them. Therefore, it is essential that the self-contained note comprises the following : (a) facts of the case, (b) issues raised by the disputant, (c) Bank’s comments and (d) conclusion. Under the item for “Bank’s comments”, cogent arguments advocating the Bank’s case should be presented supported by case laws and judgements, preferably the latest ones, decided by the Supreme Court/High Courts.

* What is the role of IR Department at Corporate Centre on receipt of the self-contained note from the Local Head Office?

On receipt of the advice from the Local Head Office, self-contained note is prepared in duplicate in the Industrial Relations Department at Corporate Centre and forwarded to the Government of India, Ministry of Finance with copies to the Ministry of Labour as well as the Reserve Bank of India. Since the action taken by the Bank is in conformity with the laid down norms governing service conditions of the employees, the Ministry of Finance is requested not to refer the dispute for adjudication to the Ministry of Labour.

* What happens after the self-contained note forwarded by the Bank to the Ministry of Finance is received by the Government of India, Ministry of Labour?

On receipt of the self-contained note from the Ministry of Finance, the Ministry of Labour examines the dispute. In case the Ministry of Labour is satisfied with Bank’s reply, it takes a decision that the dispute is not fit for adjudication. However, where the Ministry is not satisfied with the reply and is not convinced of Bank’s action, the dispute is referred for adjudication to the CGIT-cum-Labour Court of the State where the dispute is raised.

* What happens after the dispute is referred by the Ministry of Labour to the CGIT-cum-Labour Court for adjudication?

Where it is decided to adjudicate the dispute, the Ministry of Labour gives
the CGIT-cum-Labour Court, a period of 90 days to adjudicate the dispute and pass an award within that period. Having regard to various stages involved in adjudicatory process, the time frame of 90 days may get extended. [The Industrial Disputes Act, 1947 was amended in 1982 so as to provide that disputes relating to individual workmen should be disposed of within a period not exceeding 90 days. In other cases, under Sec.10(2A), the appropriate Government must specify the period within which an award must be submitted by the Labour Court or Tribunal.

**Who represents in the cases on behalf of the disputant as well as the Bank in the process of adjudication?**

In terms of Sec.36 of the I.D. Act a workman who is a party to a dispute shall be entitled to be represented by:

(a) any member of the executive or the office bearer of a registered trade union of which he is a member.

(b) any member of the executive or the office bearer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated.

(c) where the worker is not a member of a trade union, by any member of the executive or the office bearer of any trade union connected with, or by any other workman employed in the industry in which the worker is employed and is authorized in such manner as may be prescribed.

An employer who is a party to a dispute shall be entitled to be represented in any proceeding under this Act by:

(a) an officer of an association of employers of which he is a member;

(b) an officer of a federation of associations of employers to which the association referred to in clause (a) is affiliated.

(c) where the employer is not a member of any association of employers, by an officer of any association of employers connected with, or by any other employer engaged in the industry in which the employer is engaged and authorized in such manner as may be prescribed.

**Is legal representation permitted in the process of adjudication?**

In terms of the Sec.36 of the I.D. Act, 1947 no party to a dispute shall be entitled to be represented by a legal practitioner in any conciliation proceeding under this Act or in any proceedings before a Labour Court/Tribunal. However, in any proceeding before the Labour Court/Tribunal/National Tribunal a party to a dispute may be represented by a legal practitioner with the consent of the other party or parties to the proceedings and with the leave of the Labour Court/Tribunal/National Tribunal as the case may be.

**What happens after the dispute is referred to the Tribunal for adjudication?**
The adjudication process begins after the matter is referred to the respective CGIT-cum-Labour Court of the State/area where the dispute arose. The proceedings ultimately culminate in an award passed by the Presiding Officer. The Ministry of Labour under Sec.17 of the Industrial Disputes Act, publishes the award in the Official Gazette within a period of 30 days from the date of receipt of the award. An award becomes enforceable on the expiry of 30 days from the date of its publication in the Official Gazette.

* In case Bank remains absent, whether the dispute will be decided ex-parte?

Yes. In the event of 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.

* Does the Labour Court, Tribunal and National Tribunal have the power to give appropriate relief in case of discharge or dismissal of workmen?

Yes. Under Sec.11A of the I.D. Act where the Labour Court, Tribunal or National Tribunal, is satisfied that the order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and condition, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require, provided that in any proceeding under this Section the Labour Court, Tribunal or National Tribunal shall rely only on the materials on record and shall not take any fresh evidence in relation to the matter.

* What happens when the award is passed against the Bank?

When the award is passed in favour of the disputant and against the Bank, the concerned Local Head Office has to examine the matter with the help of its Law Department as well as Bank’s local Advocate and considering the implications of the award, has to recommend for the Corporate Center either for challenging the award by filing a writ or to implementing the same.

[It is observed at Corporate Centre that the recommendations for challenging the award are not backed by reasons arguments. In some cases, the award is not examined by the Law Department at the respective Local Head Office/Zonal Office. Sometimes, there are no recommendations at all. The time available to Corporate Centre is considerably reduced on account of late receipt of advices. In many cases, no development is brought to the notice of the Corporate Centre after the Circle submits comments to the Government of India. Even the important facts regarding pronouncements of award and challenge thereto by the employees in High Court are not brought to the notice.]
* **Is there any time limit for filing a writ petition before the High Court challenging the award?**

The time limit for filing a writ petition challenging the award has not been expressly provided for in any of the enactments/statutes. In various decisions, the Supreme Court as well as High Courts have laid down that the writ petition should be filed within reasonable time. Six months from the date of knowledge of the award is normally considered as a reasonable. In case of delay, the Bank must be in a position to explain before the Court the reasons therefor and make out justifiable grounds. However, in cases of abnormal/unreasonable delay, normally the High Courts do not entertain the writs. Therefore, to expedite the matter, and considering the fact that an award becomes implementable 30 days after its publication in Official Gazette, on completion of the proceedings before the Tribunal, our Advocates should be advised to be in constant touch with the authority concerned for gathering information for pronouncement of the award by the Tribunal. They should also be advised to intimate the Bank immediately on receipt of information about passing of the award.

* **What happens after the Circle’s recommendation for filing writ petition challenging the award is received at the Corporate Centre?**

The issue is further examined at the Industrial Relations Department at Corporate Centre in consultation with Law Department, and a view is taken whether or not to challenge the award. The authority to grant permission for challenging the award by filing a writ petition is vested with CGM(HR) at Corporate Centre. However, due to paucity of time the Circle CGM may also accord approval for filing a writ, but has to seek post-facto approval from Corporate Centre subsequently. In case it is decided to challenge the award, the Circle is advised accordingly and asked to forward immediately the draft writ petition, which has already been vetted by their Law Department, for further vetting by the Law Department at Corporate Centre.

* **Is it necessary to obtain approval from the Government of India for filing the writ petition?**

If it is decided to challenge the award, the writ petition should be filed and an attempt should be made to obtain stay of operation of the award before it becomes enforceable. In terms of the instructions received from the Government of India, Ministry of Finance, if the Bank desires to file a writ before the High Court challenging the award, the Bank has to obtain approval from the Ministry in this regard. The onus of obtaining relative approval of the Government lies with the Industrial Relations Department at Corporate Centre. For enabling the Government to take an informed decision on the dispute raised, the Circle is advised to forward the under noted papers to the Corporate Centre, which are then forwarded to the Ministry of Finance for its perusal and information: -
(i) Copy of the claim statement filed by the disputant before the Asstt. Labour Commissioner (Central);

(ii) Copy of the written statement filed by the Bank;

(iii) Copy of the letter of Ministry of Labour referring the dispute for adjudication;

(iv) Copy of the claim petition filed by the disputant before the CGIT;

(v) Copy of the Bank’s reply filed before the CGIT;

(vi) Copy of the award;

(vii) Opinion of Bank’s Law Department / Bank’s Advocate;

(viii) Copy of the Gazette Notification; and

(ix) An annexure containing the facts of the case and also the reasons for challenging the award explaining how the Presiding Officer went wrong while deciding on the issues.

* Is the Bank required to pay the workman any wages during the pendency of the proceedings in High Court?

Not in all cases. It is only where a Labour Court by its award directs reinstatement of any workman and the employer prefers any proceedings against such award in a High Court or the Supreme Court, the employer, i.e. the Bank under Sec.17 (B) of the I.D. Act, is liable to pay such workman, during the pendency of such proceedings in the High Court/Supreme Court, full wages last drawn by him, if the workman had not been gainfully employed in any establishment during such period.

* Is it that the payment of last drawn wages to the disputant, in cases as referred to above, is automatic?

No. Under Sec.17(B) of I.D. Act, the workman is required to file an affidavit before the High Court that he has not been gainfully employed in any establishment during the pendency of the proceedings. However, it is upto the employer to make discreet enquiry in this regard. If the employer can prove that the workman had/has been employed and had/has been receiving adequate remuneration during any such period or part thereof this may be brought to the notice of the High Court and a prayer be made either for not making payment of the last drawn wages or for reducing the amount payable to the workman concerned.

* How is 'retrenchment' defined under Sec.2 (OO) of the I.D. Act?

‘Retrenchment’ has been defined as termination of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include ᵇ.
(a) Voluntary retirement of the workman; or

(b) Retirement of the workman on reaching the age of superannuation, if the contract of employment between the employer and the workman concerned contains a stipulation on that behalf; or

(bb) Termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein;

(c) Termination of the service of a workman on the ground of continued ill health.

* What is the definition of continuous service under Sec. 25(B) under the Industrial Disputes Act?

In terms of Sec. 25(B) of the I.D. Act, a workman shall be considered to be in continuous service, if he, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than two hundred and forty days. Intervening Sundays and other holidays will be included for calculating 240 days of ‘continuous service’ by a workman.

* What are the conditions precedents to retrenchment of workmen?

In terms of Sec. 25 (F) of the I.D. Act, no workman employed in any industry, who has been in continuous service for not less than one year (i.e., 240 days) under an employer, can be retrenched by that employer until:

(a) The workman has to be given one month’s notice in writing indicating the reasons for retrenchment or the workman has to be paid in lieu of such notice, wages for the period of notice.

(b) The workman has been paid, at the time of retrenchment, compensation which is equivalent to fifteen days’ average pay for every completed year of continuous service or any part thereof in excess of six months; and

(c) Notice in the prescribed manner has been served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

[See Form P (Annexure-III) which is a specimen of form of notice of retrenchment to be given by an employer to the appropriate Government].

* How is ‘average pay’ defined under I.D. Act?

‘Average pay’ means the average of the wages payable to a workman –

(i) in the case of monthly paid workman, in the three complete calendar months;

(ii) in the case of weekly paid workman, in the four complete weeks;
(iii) in the case of daily paid workman, in the twelve full working days. Where such calculation cannot be made, the average pay shall be calculated as the average of the wages payable to a workman during the period he actually worked.

* **In addition to compliance of Sec.25 (F) what else needs to be complied with for retrenching an employee?**

Under Sec. 25(G) of the I.D. Act, where any workman is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded as to why the employer retrenches any other workman.

* **Does any workman who has been retrenched earlier get any privilege at the time of re-employment?**

Under Sec. 25(H) of the I.D. Act, where any workman is retrenched, and the employer proposes to take into his employment any person, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workman to offer himself for re-employment, and such retrenched workman who offers himself for re-employment shall have preference over other persons.

* **Is there any penalty for breach of settlement or award?**

Yes. In terms of Sec.29 of the I.D. Act, any person who commits a breach of any term of any settlement or award, which is binding on him, shall be punishable with imprisonment for a term which may extend to six months, or with fine, or with both, and where the breach is a continuing one, with a further fine which may extend to two hundred rupees for every day during which the breach continues after the conviction for the first.

* **When change can be effected in conditions of service under Sec.9(A) of the I.D. Act?**

Under Sec.9(A) of the Industrial Disputes Act, any employer who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change. after giving to the workman a notice in the prescribed manner, of the nature of the change proposed to be effected; and after twenty-one days of giving such notice:

However, no notice shall be required for effecting any such change –

(a) where the change is effected in pursuance of any settlement or award; or

(b) where the workmen likely to be affected by the change are persons to whom the Fundamental and Supplementary Rules, Civil Service
(Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Services Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official Gazette, apply.

* **Whether Government is empowered to exempt application of Sec. 9(A) to any class of establishments or to any class of workmen?**

Yes, under Sec.9B of the I.D.Act where the appropriate Government is of opinion that the application of the provisions of Sec. 9(A) would affect the employers in relation thereto so prejudicially that such application may cause serious repercussions on the industry concerned, the appropriate Government may, by notification in the Official Gazette, direct that the provisions of the said Sec. shall not apply, or shall apply, subject to such conditions as may be specified in the notification, to that class of industrial establishments or to that class of workmen employed in any industrial establishment.

* **Is it that condition of service, etc., of the workmen to remain unchanged under certain circumstances during the pendency of proceeding?**

Yes. In terms of Sec.33 of the I.D. Act, during the pendency of any conciliation proceeding before a Conciliation Officer or a Board or of any proceeding before an Arbitrator or a Labour Court or Tribunal or National Tribunal in respect of an industrial dispute, no employer shall, -

(a) in regard to any matter connected with the dispute, alter, to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them immediately before the commencement of such proceeding; or

(b) for any misconduct connected with the dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute,

save with the express permission in writing of the authority before which the proceeding is pending.

* **In case changes in service conditions are to be effected under Sec.33 of the Industrial Disputes Act, what are the procedures therefor?**

Application under Sec. 33

(1) An employer intending to obtain the express permission in writing of the Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal, as the case may be, under sub-Sec. (1) or sub-Sec. (3) of Sec. 33 shall present an application in Form J (see Annexure- IV) in triplicate to such Conciliation Officer, Board, Labour Court, Tribunal or National
Tribunal and shall file along with the application as many copies thereof as there are opposite parties.

(2) An employer seeking the approval of the Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal, as the case may be, of any action taken by him under clause (a) or clause (b) of sub-Sec. (2) of sec. 33 shall present an application in Form K (Annexure IV) in triplicate to such Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal and shall file along with the application as many copies thereof as there are opposite parties.

(3) Every application under sub-rule (1) or sub-rule (2) shall be verified at the foot by the employer making it or by some other person proved to the satisfaction of the Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal to be acquainted with the facts of the case.

(4) The person verifying shall specify by reference to the numbered paragraphs of the application, what he verifies of his own knowledge and what he verifies upon information received and believed to be true.

(5) The verification shall be signed by the person making it and shall state the date on which and the place at which it was signed.

* Is it that an order passed under Sec.33C(2) of Industrial Disputes Act is to be treated as an award?

An order passed by the Labour Court, under Sec.33C(2) of the Industrial Disputes Act is not an award within the meaning of Sec.2(b) of the Industrial Disputes Act. The Labour Court under Sec.33C(2) ‘decides’ as to the quantum of amount due to the workman and it is a ‘decision’ i.e. an order passed by the Labour Court which is enforceable in the manner laid down in Sub Sec.(1) of Sec.33C; whereas an ‘award’ passed upon a reference made by the appropriate Government to the Labour Court/Tribunal becomes enforceable on the expiry of 30 days from the date of its publication in Official Gazette under Sec.17 of the Industrial Disputes Act, 1947.

* How a memorandum of settlement is arrived at and what are the modalities thereof?

A memorandum of settlement which is a settlement arrived at in the course of conciliation proceedings or otherwise, shall be, in Form H. (see Annexure-II). The settlement shall be signed by –

(a) in the case of an employer, by the employer himself, or by his authorised agent, or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the corporation;

(b) in the case of workmen, by any officer of a trade union of the workmen or by five representatives of the workmen duly authorised in this behalf at meeting of the workmen held for the purpose;
(c) in the case of the workman in an industrial dispute under Sec. 2A of the Act, by the workman concerned.

Explanation – In this rule “officer” means any of the following officers namely: -

(a) the President;
(b) the Vice-President;
(c) the Secretary (including the General Secretary);
(d) a Joint Secretary;
(e) any other officer of the trade union authorised in this behalf by the President and Secretary of Union.

- where a settlement is arrived at in the course of conciliation proceedings, the Conciliation Officer shall send a report thereof to the Central Government together with a copy of the memorandum of settlement signed by the parties to the dispute.

- where a settlement is arrived at between an employer and his workmen otherwise than in the course of conciliation proceeding before a Board or a Conciliation Officer, the parties to the settlement shall jointly send a copy thereof to the Central Government, the Chief Labour Commissioner (Central), New Delhi and the Regional Labour Commissioner (Central) and to the Asstt. Labour Commissioner (Central) concerned.

* Who is considered to be a protected workman?

A workman is considered as ‘Protected Workman’ in relation to an establishment only if:-

(a) he is an officer of a registered trade union connected with the establishment,

(b) he has been recognised as ‘Protected Workman’ by the employer under the rules applicable to the establishment.

As per Rule 61 of the I.D. (Central) Rules, 1957: -

(1) Every registered trade union connected with an industrial establishment, to which the Act applies, shall communicate to the employer before the 30th April every year, the names and addresses of such of the officers of the union who are employed in that establishment and who, in the opinion of the union should be recognised as “protected workmen”. Any change in the incumbency of any such officer shall be communicated to the employer by the union within fifteen days of such change.

(2) The employer shall, subject to Sec. 33, sub-Sec. (4), recognise such workmen to be “protected workmen” for the purposes of sub-Sec. (3) of the said Sec. and communicate to the union, in writing, within fifteen days of the receipt of the names and addresses under sub-rule (1), the
list of workmen recognised as protected workmen (for period of twelve
months from the date of such communication).

(3) Where the total number of names received by the employer under sub-
Rule (1) exceeds the maximum number of protected workmen admissible
for the establishment under Sec.33 (4), the employer shall recognise as
protected workmen only such maximum number of workmen;

Provided that where there is more than one registered trade union in
the establishment, the maximum number shall be so distributed by the
employer among the unions that the numbers of recognised protected
workmen in individual unions bear roughly the same proportion to one
another as the membership figures of the unions. The employer shall,
in that case, intimate in writing to the President or the Secretary of the
union the number of protected workmen allotted to it:

Provided further, that where the number of protected workmen allotted
to a union under this sub-rule falls short of the number of officers of
the union seeking protection, the union shall be entitled to select the
officers to be recognised as protected workmen. Such selection shall be
made by the union and communicated to the employer within five days
of the receipt of the employer’s letter.

(4) When dispute arises between an employer and any registered trade union
in any matter connected with the recognition of ‘protected workmen’
under this rule, the dispute shall be referred to any Regional Labour
Commissioner (Central) or Assistant Labour Commissioner (Central)
concerned, whose decision thereon shall be final.

* What are the provisions for general prohibition of strikes and lockouts
as spelt out under Sec.23 of the I.D. Act?

No workman who is employed in any establishment shall go on strike in breach
of contract and no employer of any such workman shall declare a lockout:

(a) during the pendency of conciliation proceedings before a Board and
seven days after the conclusion of such proceedings;

(b) during the pendency of such proceedings before a Labour Court,
Tribunal or National Tribunal and two months after conclusion of such
proceedings;

(c) during the pendency of arbitration proceedings before an Arbitrator and
two months after the conclusion of such proceedings, where a notification
has been issued; and

(d) during any period during which a settlement or award is in operation in
respect of any of the matters covered by the settlement of award.

* Do the workmen in Public Utility Service have the right to go on
strike?
‘Public Utility Service’ is defined in Sec.2(n) of the Industrial Disputes Act, 1947 and apart from covering railway service, transport, service by air, services relating to port, postal, telegraph or telephone service, supply of power, light or water, conservancy, sanitation etc. including any industry specified in the First Schedule by the appropriate Government by issuing a notification that such industry is a public utility service. Banking industry is declared as a Public Utility Service by Central Government by issuing a notification under Sec.2(n) of the Industrial Disputes Act, 1947.

In terms of Sec.22 of the Industrial Disputes Act, 1947, no person employed in a public utility service can go on strike without giving to the employer notice of strike;

(i) within six weeks before striking;
(ii) within fourteen days of giving such notice;
(iii) before the expiry of the date of strike specified in such notice;
(iv) during the pendency of any conciliation proceedings before a Conciliation Officer and seven days after the conclusion of such proceedings.

(See Form L (Annexure VI) which is a specimen of form of notice of strike to be given by Union/Workmen in public utility service)

[The strike notice served on the employer in public utility services needs to contain names of five elected representatives of workmen and signed by the Union Secretary.]

When strikes and lockouts are considered to be illegal?

A strike or a lock-out shall be illegal if—

(i) It is commenced or declared in contravention of Sec.22 or Sec.23 of Industrial Disputes Act, or

(ii) It is continued in contravention of an order made under sub-Sec.(3) of Sec.10 or sub-Sec.(4A) of Sec.10a of Industrial Disputes Act.

DO’S AND DON’TS FOR THE BRANCHES/OFFICES ON THE EVE OF STRIKE CALL

1. In the event of the strike taking place, it would be necessary to take the required pro-active steps to protect the Bank’s and customers’ interests and ensure normal functioning of branches/offices with the help of officers and workmen not joining the strike.

2. all branches/offices have to prominently display a suitable notice, well in advance, regarding the proposed strike on the scheduled date for the benefit of the customers and general public. A draft of the notice is enclosed. (Annexure-C) which may be utilized with appropriate modifications wherever necessary.

3. Branches responsible for maintenance of ATMs should ensure that sufficient cash is loaded in advance so that the ATM Card holders are able to meet their
emergent requirements of cash. LHO should also ensure that the ATMs are in proper working condition prior to the date of strike.

4. In order that State Government business is not adversely affected, the Branch Managers of branches handling State Government receipt and payment should be advised to inform the District Magistrate/Collector to take over the functioning of the treasury on the day of strike. State Government authorities may be contacted so that appropriate arrangements are worked out.

5. In this context, it is to be ensured that officers and workmen willing to perform normal work have free and unfettered access to their offices and that they are not obstructed by any one through picketing etc. from entering the Bank. Guidelines laid down by the Government stipulate taking appropriate action in this regard. The State Government or local police authorities may be approached for providing adequate protection to the Bank’s property and to the officers and workmen willing to join duty.

6. All the members of staff working in the branches/offices are to be cautioned that non-performance of duties in a normal manner or striking work will result in non-payment of salary and allowances for the day besides initiating disciplinary action as may be warranted. They should also be made aware that their absence, as part of concerted action, can be treated as a break in service and they should understand the gravity of their irregular action. Usual notices in terms of extant instructions should also be displayed on the staff/public notice boards. Wage cut must be imposed in respect of staff joining the strike as also for sitting in dharna etc. as it amounts to a willful abstaining from work.

A reference in this regard may be made to the guidelines contained in following letters issued by the Corporate Centre :-

<table>
<thead>
<tr>
<th>Letter No.</th>
<th>Date</th>
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<tbody>
<tr>
<td>(i) PER/IR/53646</td>
<td>15th December 1983</td>
</tr>
<tr>
<td>(ii) PER/IR/CIR/80</td>
<td>10th May 1988</td>
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<tr>
<td>(iii) PER/IR/CIR/81</td>
<td>18th July 1989</td>
</tr>
<tr>
<td>(iv) PA/CIR/22</td>
<td>23rd March 1993</td>
</tr>
</tbody>
</table>

7. The guidelines in this regard issued by IBA as well as Government of India from time-to-time on strike/dharna/disruption of work in public sector Banks are summarized below :-

(i) As per IBA guidelines, employees who do not attend the branch or office would be treated as on strike and would not be entitled to salary and allowances for the day(s) on the principle of ‘No Work No Pay’ in addition to any action the Bank may like to take as per Service Rules. However, in genuine circumstances:
(a) where an employee gives an application in writing prior to the strike stating that -

(i) He belongs to a union which does not support the strike, or

(ii) Though he belongs to a union which supports the strike, he would not participate in the strike; and

(b) Also, advises in writing after the strike that he could not attend the office in spite of his willingness to do so on account of the branch or office not being opened, or although the branch was opened he was prevented from attending to duty. Then only he may be granted leave of absence. Where an employee says that he was prevented from attending to duty, he should wherever possible, state the name(s) of the persons who prevented him. On receipt of such names, appropriate disciplinary action should be taken against such employees.

(c) The absence of the employees who were not on strike should be regularised as special casual leave by an authority not lower than the Dy. General Manager subject to fulfillment of the conditions laid down above.

(d) If it is established that even if 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.

(ii) Wherever employees without prior permission of the management go on agitation in 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 uniformly apply. 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.

(iii) The Government of India, Ministry of Finance, have issued following instructions for strict compliance in dealing with situations arising out of dharna/strike/ disruptions in public sector Banks.

(a) All the branches should be kept open specially in metros/cities/other big towns as far as possible, if necessary, by deputing staff from Head Office / Zonal Offices / Regional Offices, etc. on the strike day;

(b) The management should ensure adequate arrangements for taking charge of keys of the outer gates in advance in those branches where the Branch Managers are likely to go on strike. No Branch Managers should be permitted to desert their branches without giving due intimation to the management well in advance, failing which stringent actions should be taken against them.
(c) A limited amount of cash should be withdrawn a day prior to the strike and kept in safe custody under the charge of a person who is not going on strike and who is suitable for holding such charge. Limited transactions could be carried out with this money; and

(d) The management should approach the State Governments or local authorities for adequate protection of Bank’s property and to ensure functioning of the branches.

(iv) Officers in Scale IV and above are not expected to be members of the associations of which officers in Scale I to III are also members. It has, accordingly, been decided that in case officers of Scale IV and above go on strike or abscond with the keys of the branch of which they are managers, apart from imposing wage cut for the strike period, an entry should also be made in their service record.

(v) Further, Sec. 36 AD of the Banking Regulation Act, 1949, reads as follows:

“Punishments for certain activities in relation to Banking companies: -

(1) No person shall:

(a) obstruct any person from lawfully entering or leaving any office or place of business of a Banking company or from carrying on any business there, or

(b) hold, within the office or place of business of any Banking company, any demonstration which is violent or which prevents or is calculated to prevent, the transaction of normal business by the Banking company, or

(c) act in any manner calculated to undermine the confidence of the depositors in the Banking company.

(2) Whoever contravenes any provision of sub-Sec. (1) without any reasonable excuse 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.”

8. Apart from ‘Banking Industry’ being declared as ‘Public Utility Service’ from time-to-time as explained earlier, it has been classified as an essential service under the Essential Services Maintenance Act, 1981.

9. For information of the controller, a preliminary report on the impact of the strike should be sent by the branches/offices on the enclosed format, over telephone/telex/fax latest by 12 noon on the next day of the strike. This should be followed by detailed reports on the same format. The Circle position is to be advised in a similar manner to Industrial Relations Department at Corporate Centre as per the annexure A, B, C and D mentioned here.
Annexure - A

BRANCH / OFFICE

Date of strike:

<table>
<thead>
<tr>
<th>Category</th>
<th>On strike</th>
<th>on leave</th>
<th>Present</th>
<th>Total</th>
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</thead>
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<tr>
<td>Officers</td>
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<tr>
<td>Assistants</td>
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<tr>
<td>Sub-staff</td>
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Grand Total:  

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Branch Manager/Head of the Department
Annexure - B

_______CIRCLE

Date of strike : 

1. Total No. of branches/offices : 

2. No. of branches/offices for which information is available : 

3. No. of branches/offices remained locked and not opened : 

4. No. of branches/offices in respect of which keys had been collected : 

5. Number out of 4 above, which were opened : 

6. Number of branches where the keys of strong rooms were collected and branches functioned : 

7. Total No. of employees on strike : 

<table>
<thead>
<tr>
<th>Category</th>
<th>On strike</th>
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<tr>
<td>Sub-staff</td>
<td>:</td>
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Grand Total: 

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Chief General Manager
Annexure - C

NOTICE FOR OUR VALUABLE CUSTOMERS
(SPECIMEN)

We have been advised by the Indian Banks Association that United Forum of Bank Unions, which is a joint forum of 5 workmen unions (AIBEA, NCBE, BEFI, INBEF and NOBW) and 4 officers’ associations (AIBOC, AIBOA, INBOC and NOBO) has served a notice of strike dated ------------ informing their decision to go on nationwide strike on ---------- and indefinite strike from -----------------demanding for (mention issues for which strike call is given). .

2. Although the management of the Bank is making efforts to extend skeleton services at the branches/offices, in the event it is not possible to do so, our valuable customers may have to face inconvenience.

3. We would, therefore, recommend to all our customers that they should complete their Banking transactions well before (strike days) so that they do not face any inconvenience due to the closures of our branches/offices. Our customers are also requested to make use of ATMs to meet their emergent need of cash on the day(s) of strike.

4. We, once again, sincerely regret the inconvenience likely to be caused to our customers.

Branch Manager
We have been advised by the Indian Banks Association that United Forum of Bank Unions, which is a joint forum of 5 workmen unions (AIBEA, NCBE, BEFI, INBEF and NOBW) and 4 officers’ associations (AIBOC, AIBOA, INBOC and NOBO) has served a notice of strike dated ----------------- informing their decision to go on nationwide strike on ---------------- and indefinite strike from ---------------- demanding for (mention issues for which strike call is given).

2. All officers and employees are hereby informed that no employee of the Bank can claim immunity in respect of any breach of rules or instructions or any other form of misconduct merely on the ground that it was committed as a part of the collective action resorted to at the call of any Association/Union. In case of breach of rules or instructions or any other act of misconduct, the Bank would be within its rights to deal with the matter in accordance with the Service Rules or otherwise. The Bank also reserves to itself the right to take disciplinary action against an employee in accordance with the Service Rules and also will not pay any salary and allowance whenever the agitation involves stoppage of work or non-performance of the normal work in normal manner on the principle of ‘No Work No Pay’.

3. Your attention is also invited to provisions of Sec. 36 AD of the Banking Regulation Act, 1949 in regard to obstruction to entry, while demonstrations and other acts, which can impact adversely the confidence of depositors.

4. Please also note that Banking service has been included in essential services under the Essential Service Maintenance Act, 1981 and violation of statutory provisions will have its consequence.

Head of the Branch/Office
FORM F
(As per Rule 36)

Before

(Here mention the authority concerned)

In the matter of:
Reference No. ________________________ of ____________________________

workmen

Versus

Employer

I/We hereby authorize Shri/Sarvashree ______________________________ to represent me/us in the above matter.

Date this _____________________ date of ________________________ 20______________

Signature of person(s) nominating the representative(s)
Address

Accepted
Signature of the representative(s)
Address
FORM H

(See Rule 58)
Form for Memorandum of Settlement

Name of the parties : 
Representing employer(s) : 
Representing workmen : 

Short Recital of the Case

Terms of the Settlement

Signature of the parties

Witnesses: (1) ..........................................

(2) ..........................................

* Signature of Conciliation Officer/Board of Conciliation.

Copy to: - **(1) Assistant Labour Commissioner (Central)
[here enter the office address of the Asstt.Labour Commissioner (Central) in the local area concerned];
(2) Regional Labour Commissioner (Central)
(3) Chief Labour Commissioner (Central), New Delhi
(4) The Secretary to the Government of India, Ministry of Labour, New Delhi

* In case of settlements effected by Conciliation Officer/Board of Conciliation.
** In case where settlements are arrived at between the employer and his workmen otherwise than in the course of conciliation proceeding.
FORM P

Form of Notice of Retrenchment to be given by an employer
under clause (c) of Sec. 25F of I.D. Act, 1947

Name of the employer ………………………………………………………………………………………………………
Address………………………………………………………………………………………………………………………………
Dated …………………day of …………………….20 …………………….

To,

The Secretary to the Government of India,
Ministry of Labour, New Delhi

Sir,

Under clause (c) of Sec. 25F of the I.D. Act, 1947 (14 of 1947), I / we hereby inform you that I / we have decided to retrench *……………………workmen with effect from **……………………..for the reasons explained in the Annexure.

2. The workmen concerned were given on the …………………20……… one month’s notice in writing as required under clause (a) of Sec. 25F of the Act. Retrenchment is being effected in pursuance of an agreement, a copy of which is enclosed. The workmen were given on the **………………..20……… one month’s pay in lieu of notice as required under clause (a) of Sec. 25F of that Act.

3. The total number of workmen employed in the industrial establishment is **…………..and the total number of those who will be affected by the retrenchment is given below:

<table>
<thead>
<tr>
<th>Category and designation of workmen to be retrenched</th>
<th>Number of workmen</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Employed</td>
</tr>
<tr>
<td>(1)</td>
<td>(2)</td>
</tr>
</tbody>
</table>
4. I/we hereby declare that the workman/workmen concerned has/have been/will be paid compensation due to them under Sec. 25F of the Act on **………………/the expiry of the notice period.

Yours faithfully,

++

* Here insert the number of workmen.
** Here insert the date
+ Delete the portion, which is not applicable
*** Here insert the total number of workmen employed in the industrial establishment
++ Here insert the position, which the person who signs this letter holds with the employer issuing the letter.

ANNEXURE
Statement of Reasons

Copy to:
(1) Asstt.Labour Commissioner (Central) .................................................................
[Here enter office address of the Asstt.Labour Commissioner (Central) in local area concerned]
(2) Regional Labour Commissioner (Central).
(3) Employment Officer, Employment Exchange...................................................
[Here enter the full address of the Employment Exchange concerned]
Application under Sec.33 seeking express permission for changes in service condition

Before (here mention the Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal)

sub-Sec. (1)

Application for permission under _____________ of Sec. 33 of the Industrial
sub-Sec. (3)

Disputes Act, 1947 (14 of 1947).

in the matter of : Reference No.........................
A................. Applicant
Address :

Versus

B............... Opposite Party(ies)
Address (es):

The above-mentioned applicant begs to state as follows: -

(Here mention the action specified in clause (a) or clause (b) of sub-Sec. (1) grounds on which the permission is sought for)

The applicant, therefore, prays that express permission may kindly be granted to him to take the following action namely:

sub-Sec. (1)

(Here mention the action specified in clause (a) or clause (b) of -------------------------)

sub-Sec. (3)

Signature of the applicant

Dated this ........ day of........ 20...........

(Space for Verification)

Date (on which the verification was signed) .................

Place (at which the verification was signed).............. (Signature of person verifying).
FORM K

[See rule 60(2)]

(Application under Sec.33 seeking approval of the action taken)

Before (here mention the Conciliation Officer, Board, Labour Court, Tribunal or National Tribunal).

Application under sub-Sec. (2) of Sec. 33 of the I.D. Act, 1947 (14 of 1947

in the matter of : Reference No....................... A................. Applicant

Address:

Versus

B.................. Opposite Party(ies)

Address(es) :

Address(es) :

The above-mentioned applicant begs to state as follows:-

(Here set out the relevant facts and circumstances of the case)

The workman/workmen discharged/dismissed under clause (b) of sub-Sec. (2) of Sec. 33 has/have been paid wages for one month.

The applicant prays that the Conciliation Officer/Board/Labour Court/Tribunal/ National Tribunal may be pleased to approve of the action taken namely:-

(Space for verification)

Dated this ........ day of ............ 20......

Date (on which the verification was signed)..........................

Place (at which the verification was signed).......... (Signature of the person verifying).
FORM L

Form of Notice of Strike to be given by [Union/Workmen] in Public Utility Service

Name of Union
[Names of five elected representatives of workmen]
Dated the -------day of --------20--------------

To
(The name of the employer)

Dear Sir / Sirs,

In accordance with the provisions contained in sub-Sec. (1) of Sec. 22 of the Industrial Disputes Act, 1947, I/We hereby give you notice that I propose to call a strike/ we propose to go on strike on ------------20----, for the reasons explained in the annexure.

Yours faithfully,

Secretary of the Union

[Five representatives of the workmen duly elected at a meeting held on ------------------
------------(date) vide resolution attached]

Annexure

Statement of the case.

Copy to:

(1) Assistant Labour Commissioner (Central)---------

(2) Regional Labour Commissioner (Central)------- Zone

(3) Chief Labour Commissioner (Central), New Delhi.