

e-Circular

P&HRD.
Sl. No. : 105/2005 - 06
Circular No. : CDO/P&HRD-IR/18/2005 - 06
Thursday, July 07, 2005.

7th July 2005.

Dear Sir,

WORKMEN STAFF - SALARY REVISION
EIGHTH BIPARTITE SETTLEMENT

We invite a reference to our letter No.CDO/IR/SPL/91 dated 6th June 2005 forwarding a copy of the Eighth Bipartite Settlement dated 2nd June 2005.

2. In this connection, we have to advise that a Settlement has been signed by the Bank with All India State Bank of India Staff Federation on the 16th June 2005 on the rates of Special Pay and duties for various positions carrying Special Pay, Fixed Personal Pay, Special Pay for Graduation and Professional Qualification, Other Allowances etc.

3. The Executive Committee of the Central Board in their meeting held on the 7th July 2005 accorded approval for implementation of the provisions of the Eighth Bipartite Settlement as applicable to our Bank and the Settlement dated 16th June 2005 entered into with the Staff Federation.

4. In this connection, we enclose following documents :-

- (a) Annexure 'A', containing the provisions of the Eighth Bipartite Settlement applicable to State Bank of India.
- (b) Annexure 'B' containing the Bank-level Settlement dated 16th June 2005 entered into between State Bank of India and All India State Bank of India Staff Federation.

Please arrange for the immediate implementation of the various provisions contained in the above Annexures and for payment of consequential arrears to the eligible members of the workmen staff from the dates mentioned therein. We also enclose fitment chart and statements containing the particulars of DA, HRA and CCA payable under the 7th and 8th Bipartite Settlements for facility of the operating personnel who may be advised to carefully note and follow the following instructions :-

- (i) The effective dates mentioned in paragraph 33 of Annexure I in respect of various provisions should be noted carefully and followed while calculating arrears in respect of various components (such as Basic Pay, DA, HRA, CCA, Halting Allowance etc. of the salary revision package. For instance, the single rate slab for DA i.e. 0.18% of pay will be applicable from 1st February 2005, the revised rates of Halting Allowance, Compensation of loss on transfer, Expenses on Road Travel, LFC and overtime allowance will be applicable from 2nd June 2005 and washing allowance w.e.f. 1st August 2004.
- (ii) The provisions in the Eighth Bipartite Settlement in respect of pension for the public sector banks are different from the provisions applicable to our Bank as our employees are governed by the SBI Employees' Pension Fund Rules. Necessary provision in pension fund consequent upon payment of the arrears of salary paid on the basis of the revised pay scales would be made by Central Accounts Office, in terms of instructions contained in our Circular letter No.CDO/PPG/1 dated 7th June 2004 and CDO/PPG/RCS/597 dated 6th September 2004.
- (iii) Employees, who have retired from the service of the Bank **after the 1st November 2002** and paid Gratuity in terms of the Payment of Gratuity Act, 1972, will be eligible for arrears of Gratuity, if any, on the revised salary and allowances payable to them in terms of the Settlement.
- (iv) The instructions contained in Annexure I to the Settlement dated 16th June 2005 containing the rates of Special Pay and duties of Special Pay carrying positions in the Bank should be read very carefully and followed meticulously, particularly, those relating to freezing of posts, revised designations, enlargement of duties and Special Pay etc. Branches should assign duties to Special and Senior Assistants in accordance with the enhanced financial/passing powers and enlarged duties and use their services optimally.
- (v) As regards recovery in case of housing accommodation provided by the Bank, the extant instructions contained in our circular letter No.PER/IR/CIR/118 dated 12th November 1990 may be followed.
- (vi) Difference in cash equivalent to leave encashment availed by the employees after 1st November 2002 should be paid keeping in view the effective dates of implementation of the various components of the salary revision.
- (vii) Bonus entitlement for the accounting year ended March 2003 and March 2004 should be recalculated and payment made accordingly. Similarly, if on account of the wage revision, any employee goes out of the purview of the Payment of Bonus Act and becomes ineligible for Bonus, the amount of bonus already paid to him should be recovered from him.

- (viii) Income Tax payable on the amount of arrears should be recovered and in case an employee requests that the relief available under Section 89(1) of the Income Tax Act should be made available and submits Form 10E, the relevant provisions of extant Income Tax Rules should be followed.
- (ix) Payment of arrears shall be made by the branch where employee is presently working by ascertaining, wherever necessary, the particulars of total emoluments paid in respect of employees transferred from other branches/offices, after 01.11.2002.
- (x) The payment of arrears for the period 01.11.2002 to 31.03.2005 should be made by debit to the Zonal Office and arrears for the period 01.04.2005 onwards by debit to charges account at the branch/office. A statement, on the lines of the enclosed format, containing year-wise, component wise, break-up of the arrears should be forwarded to the controlling office along with the debit advice, the total thereof must tally with the amount debited. The total amount of arrears paid should be advised to the Controlling Authority by telegram/fax on the day the payment is made and followed by mail confirmation.
- (xi) At the Controlling Office/Zonal Office, debits raised by all the offices/branches under its control should be consolidated and a common debit for the entire amount of arrears paid be raised on the Local Head Office. A consolidated statement (on the lines of Annexure 'C') containing year-wise (2002-03, 2003-04, 2004-05 and component-wise details of amount of total arrears paid in the zone should be forwarded to the LHO by Zonal Office, with the debit advice. The total amount of arrears paid for the zone should be advised to Local Head Office by telegram/fax.
- (xii) On receipt of debit advices from all Zonal Offices and LHO establishments, the Local Head Office will prepare a consolidated statement of arrears paid, year-wise and component-wise, on the lines of Annexure 'C', and debit the entire amount to CAO, Kolkata for the period upto 31.03.2005. A copy of the statement of arrears paid should be sent to CAO, Kolkata and also to Banking Operations Department and Industrial Relations Department at Corporate Centre. The total amount for the Circle should also be advised to Banking Operations Department by telegram/fax to be followed by confirmation by post.
- (xiii) Central Office establishments shall make payment of the arrears by debit to CAO, Kolkata. They will also prepare consolidated statements of arrears paid, year-wise and component-wise, on the lines of Annexure 'C', and forward them to CAO, Kolkata alongwith the debit advice. A copy of the statement should be sent to the Banking Operations Department and Industrial Relations Department at Corporate Centre.

(xiv) As regards reimbursement of hospitalisation expenses, the provisions will be revised and circulated separately.

5. We enclose the following for your use :-

- (i) Annexure 'A' - Relevant provisions of Eighth Bipartite Settlement.
- (ii) Annexure 'B' - Memorandum of Settlement signed between State Bank of India and All India SBI Staff Federation on 16th June 2005.
- (iii) Annexure 'C' - Format for reporting consolidated statement of arrears paid to workmen staff for the period 01.11.2002 to 31.03.2005.
- (iv) Annexure 'D' - Combined fitment chart for clerical and subordinate staff.
- (v) Annexure 'E' - Dearness Allowance payable to clerical staff on pre-revised Basic Pay for the period 01.11.2002 to 31.07.2005.
- (vi) Annexure 'F' - Dearness Allowance payable to clerical staff on the revised Basic Pay for the period 01.11.2002 to 31.07.2005.
- (vii) Annexure 'G' - Dearness Allowance payable to subordinate staff on pre-revised Basic Pay for the period 01.11.2002 to 31.07.2005.
- (viii) Annexure 'H' - Dearness Allowance payable to subordinate staff on the revised Basic Pay for the period 01.11.2002 to 31.07.2005.
- (ix) Annexure 'I' - Comparative statement of HRA and CCA for clerical staff.
- (x) Annexure 'J' - Comparative statement of HRA and CCA for subordinate staff.

6. Please arrange accordingly.

Yours faithfully,

for Dy. Managing Director &
Corporate Development Officer

Encl. :-

ANNEXURE 'A'

**PROVISIONS OF THE EIGHTH BIPARTITE SETTLEMENT DATED
2ND JUNE 2005 ON WAGE REVISION FOR WORKMEN STAFF
AS APPLICABLE TO STATE BANK OF INDIA**

1. Scales of Pay:

With effect from the **1st November 2002**, the scales of pay shall be as under:-

Clerical Staff						
4410	<u>215</u> 3	5055	<u>335</u> 3	6060	<u>470</u> 4	7940 <u>500</u> 3
9440	<u>560</u> 4	11680	<u>970</u> 1	12650	<u>560</u> 1	13210
Subordinate Staff						
4060	<u>105</u> 2	4270	<u>115</u> 2	4500	<u>135</u> 2	4770 <u>165</u> 3
5265	<u>195</u> 4	6045	<u>235</u> 3	6750	<u>270</u> 3	7560

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.

2. Stagnation Increments :

Both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for six stagnation increments w.e.f. **1st November 2002** at the rate and frequency as stated herein under:

The clerical and subordinate staff (including permanent part-time employees on scale wages) on reaching the maximum in their respective scales of pay, shall draw six stagnation increments at the rate of Rs.560/- and Rs.270/- each due under the settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid.

Provided that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of five stagnation increments shall be eligible for the sixth stagnation increment on 1st November 2002 or three / two years respectively after receiving the fifth stagnation increment, whichever is later. In respect of employees who had received their fifth stagnation increment on and from 1st November 1999, the sixth stagnation increment shall be released on and from 1st November 2002.

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 shall rank for superannuation benefits.

4. Dearness Allowance:

The Dearness Allowance shall be payable as per the following rates with effect from **1st November 2002**:-

I. (i) Subordinate Staff

0.18% of 'pay'

(ii) Clerical Staff

(a) 0.18% of 'pay' upto Rs.9,650/- plus

(b) 0.15% of 'pay' above 9,650/- and upto Rs.15,350/- plus

(c) 0.09% of 'pay' above 15,350/- and upto Rs.16,350/- plus

(d) 0.04% of 'pay' above Rs.16,350/-

II. On and from **1st February 2005**, Dearness Allowance shall be payable at 0.18% of Pay.

Note:

Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 2288 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.

5. City Compensatory Allowance :

The City Compensatory Allowance shall be payable as per the following rates with effect from the **1st November 2002**:

A.	CLERICAL STAFF	RATES
	(i) At the higher CCA Centres i.e. with population of over 12 lakhs including the State of Goa	4% of Basic Pay Minimum Rs.175/- p.m. Maximum Rs.375/- p.m.
	(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	3% of Basic Pay Minimum Rs.145/- p.m. Maximum Rs.300/- p.m.
B.	SUBORDINATE STAFF	RATES
	(i) At the higher CCA Centres i.e. with population of over 12 lakhs including the State of Goa	4% of Basic Pay Maximum Rs.270/- p.m.
	(ii) At the lower CCA Centres i.e. places	3% of Basic Pay

	with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	Maximum Rs.190/- p.m.
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Note: All other existing provisions relating to City Compensatory Allowance shall remain unchanged.

6. House Rent Allowance :

The House Rent Allowance shall be payable as under with effect from **1st November, 2002:**

	Area	Rate as percentage of Pay [No Minimum/ No Maximum]
(i)	Places with population of more than 45 lakhs	8.5
(ii)	Places with population of more than 12 lakhs	7.5
(iii)	Places with population of 2 lakhs and over [other than places in (1) above] and State Capitals and Capitals of Union Territories.	6.5
(iv)	Places with population below 2 lakhs	6.0

Note:

All other existing provisions relating to House Rent Allowance shall remain unchanged.

7. Transport Allowance:

The Transport allowance shall be paid @ Rs.105/- per month with effect from **1st November 2002.**

Note :

(i) All permanent part-time employees including those on probation and drawing scale wages shall be paid transport allowance on pro rata basis.

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

8. Special Pay :

The rates of Special Pay and the duties of Special Pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level.

9. Hill and Fuel Allowance :

The Hill and Fuel Allowance shall be payable at the following rates with effect from **1st November 2002:**

At places situated at a height of 3000 metres and above	8% of pay (Max. Rs.950/-p.m.)
At places situated at a height of and over 1500 metres but below 3000 metres	4% of pay (Max. Rs.375/-p.m.)

At places situated at a height of over 1000 metres but less than 1500 metres and Mercara Town	3% of pay (Max. Rs.300/-p.m.)
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Note: All other existing provisions shall remain unchanged.

10. Payment of Overtime Allowance :

The overtime allowance paid to employees for the overtime work performed upto the **2nd June 2005** shall not be recalculated on account of this settlement.

11. Provident Fund :

The rate of Provident Fund shall be at 10% of Pay w.e.f. **1st November 2002**.

12. Medical Aid :

The reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of Rs.1,500/- per annum with effect from **1st November 2002**.

For the year 2002, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December 2002.

13. Definition of 'Family' :

a. In supersession of para 5 of the Bipartite Settlement dated 5th January 1987, for the purpose of medical facilities and leave fare concession, the expression 'family' of an employee shall mean the employee's spouse, wholly dependent unmarried children (including step children and legally adopted children) as also parents ordinarily residing with and wholly dependent on the employee.

b. The term wholly dependent children/parent shall mean such member of the family having a monthly income not exceeding Rs.2,550/- p.m.

If the income of one of the parents exceeds Rs.2,550/- p.m. or the aggregate income of both the parents exceeds Rs.2,550/- p.m. both the parents shall not be considered as wholly dependent on the employee.

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

14. Leave Fare Concession:

i) 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 avilment 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 avilment 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.

ii) In supersession of paragraph 10.3 of Bipartite Settlement dated 19th October 1966, paragraph X(2) of Bipartite Settlement dated 17th September 1984, Paragraph 2 of the Bipartite Settlement dated 28th November 1997 and in partial modification of Paragraph 23(v) of Bipartite Settlement dated 31st October 1979, the class of fare to which the workman and the members of his family would be entitled, shall be as follows :

Subordinate Staff :

Sleeper class fare for the journey by mail/express train.

Non-subordinate Staff :

First class fare for the journey by mail/express train.

Provided where the employee and/or members of his family travel actually by AC-II Tier class by mail/express train (including Rajdhani and Shatabdi Express trains), the employee will be reimbursed the actual AC-II tier class fare incurred for the admissible distance.

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.

iii) 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.

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 lumpsum equivalent to 75% of notional train fare for the admissible distance (depending on a 2 year or 4 year block) by the entitled class, subject to deduction of admissible tax at source. Leave Fare Concession for travel to place of domicile is not encashable. An employee opting to encash his LFC shall prefer the claim for himself and his family members only once during the block/term in which such encashment is availed of. The facility of encashment of privilege leave while availing of Leave Fare Concession is also available while encashing the facility of LFC.

Provided, however that an employee so encashing the facility of leave fare concession shall proceed on leave for a minimum period of 4 days.

15. Hospitalisation Expenses:

The provision relating to reimbursement of hospitalisation expenses shall be revised and circulated separately.

16. Part-Time Employees :

Part-Time employees who are members of the subordinate staff and whose normal working hours per week are as given below shall be paid consolidated wages as under with effect from 1st November 2002:

a. Upto 3 hours	: at bank's discretion with a minimum of Rs.750/- p.m.
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b. More than 3 hours but less than 6 hours	: at bank's discretion with minimum of Rs.1,050/- p.m.
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17. Compensation for losses due to breakage or damage to goods on Transfer:

The compensation on transfer shall be payable as under with effect from **2nd June 2005**:-

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

Clerical Staff	:	Rs.900/-
Subordinate Staff	:	Rs.600/-

b. Where no receipts/statement of loss are produced a lump-sum payment of –

Clerical Staff	:	Rs.600/-
Subordinate Staff	:	Rs.450/-

18. Halting Allowance:

The Halting Allowance shall be payable at the following rates for the days spent on duty outside the headquarters with effect from **2nd June 2005** :

	Higher Centes CCA	Lower Centes CCA	Non CCA Centres
Clerical Staff	Rs.400/- per diem	Rs.300/- per diem	Rs.250/- per diem
Subordinate Staff	Rs.300/- per diem	Rs.200/- per diem	Rs.150/- per diem

19. Washing Allowance :

The Washing Allowance shall be payable at Rs.75/- p.m., where the washing of livery is not arranged by the Bank, w.e.f. **1st August 2004**.

20. Cycle Allowance :

In supersession of clause 22 of Bipartite Settlement dated 27/03/2000, w.e.f. **1st November 2002**, 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.60/- p.m. at all centers.

Cycle allowance would not be paid to a workmen member of the subordinate staff entitled to the allowance for the period of leave where such leave exceeds 30 days.

21. Split Duty Allowance :

In partial modification of clause 4 of the Bipartite Settlement dated 28/11/1997 and clause 24 of the Bipartite Settlement dated 27/03/2000, w.e.f. **1st November 2002**, Split Duty Allowance shall be payable at all centers at Rs.90/- p.m.

22. Project Area Compensatory Allowance :

The workmen employees in project areas shall be paid a project area compensatory allowance as under w.e.f. **1st November 2002**:

- a. Project Area Group 'A'
Clerical Staff – Rs.150/- p.m.
Sub-Staff - Rs.130/- p.m.
- b. Project Area Group 'B'
Clerical Staff – Rs.130/- p.m.
Sub-Staff - Rs.110/- p.m.

23. Special Area Allowance :

With effect from 1st November 2002, the Special Area Allowance shall be payable at places specified in column 2 of the Schedule I hereto, as per the quantum indicated in column 3 thereof against each such place subject to the condition that if at any of the place mentioned in column 2 of Schedule I hereto, Hill and Fuel Allowance is payable in terms of this wage revision, then at such places only higher of the two allowances shall be payable.

24. Officiating Pay :

If a workman other than subordinate staff officiates in a post in higher cadre either for a continuous period of 7 days or more or an aggregate of 7 days in a calendar month, he shall be paid with effect from **1st June 2005** officiating pay at the rates laid down in Clauses 9.11 (a)(i) or 9.11(a)(ii) of the Bipartite Settlement dated 19th October 1966.

25. Reimbursement of expenses on Road Travel :

An employee, who has to travel on duty / LFC between two places not connected or partially connected by rail or steamer, shall be reimbursed actual road mileage cost or at Rs.2/- per k.m., whichever is less w.e.f. **2nd June 2005**.

26. Deployment of Staff :

In case of State Bank of India, the extant provisions of Settlement dated 22nd July 2003 arrived at Bank level with the All India State Bank of India Staff Federation on **Technology, Redeployment / Transfer of Staff and Other Issues** shall remain unchanged and shall remain operative.

27. Computerisation/Mechanisation and Technological upgradation :

In case of State Bank of India, the extant provisions of Settlement dated 22nd July 2003 arrived at Bank level with the All India State Bank of India Staff Federation on **Technology, Redeployment / Transfer of Staff and Other Issues** shall remain unchanged and shall remain operative.

28. Voluntary Cessation of Employment

(i) 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 work within 30 days of the date of notice.

Unless the employee reports for 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 work 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 the 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.

(ii) Any notice under this clause shall be in a 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.

29. Graduation Pay :

Non-Subordinate employee who acquire graduation / post graduation qualification from Universities / Open Universities which are recognised by the University Grants Commission will be considered as having acquired graduate qualification and would be eligible for being granted the two additional increments for graduation or graduation pay, as the case may be, as provided hereinabove subject however to the following conditions :

(i) Employees who registered under the Graduation / Post-Graduation courses of Open University have either passed the foundation course or attended the Bachelor's Preparatory Programme; and

(ii) They pursue the same course and take the same examination as the formal stream students.

This provision shall take effect from **2nd June 2005**.

30. Special leave :

In supersession of para 13.39 of the 1st Bipartite Settlement dated 19/10/1966, with effect from the date of the 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 subject to a maximum of- 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 subject to a maximum of – 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 Workmen Unions/ Associations subject to a maximum of- Upto 7days 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.

The benefit of special leave as above shall be available only to those office bearers nominated for the purpose by the All India Workmen Unions/ Associations who are parties to the Settlement and signing it.

31. Special provision for State Bank of India :

- i) The provisions of Settlements dated 30th January 1995 and 22nd July 2003 relating to Special Compensatory Allowance (SCA) as prevailing in the Bank shall be continued unchanged.
- ii) Special compensatory provisions in respect of State Bank of India as in bank level settlements may be reviewed and settled at bank level.

32. General Provisions :

- (i) In supercession of clause 22 (c) of Bipartite Settlement dated 10th April 1989, watch and ward staff and employees manning installations which require round-the-clock maintenance and surveillance on duty on days of agitation / strike action are exempt from participating in such action.
- (ii) A member of the award staff shall submit details regarding his assets and liabilities to the bank as and when sought for. Failure to do so shall be treated as a gross misconduct.

33. Implementation:

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

Sr.No.	w.e.f.
1. Scales of Pay, 6 th Stagnation Increment, slab rate Dearness Allowance, Special Pay and consolidated wages to part time employees working less than 6 hours per week.	1 st November 2002
2. Dearness Allowance – Single Slab Rate (i.e. 0.18% of Pay)	1 st February 2005

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|--|-------------------------------|
| 3. Professional Qualification Pay
House Rent Allowance, City
Compensatory Allowance,
Provident Fund and Gratuity,
Recovery of House Rent, Fixed
Personal Pay, Hill & Fuel
Allowance, Transport
Allowance, Annual Medical Aid,
Special Area Allowance, Project
Area Allowance, Split Duty
Allowance, Cycle Allowance. | 1 st November 2002 |
| 4. Hospital Expenses, Halting
Allowance, Compensation of
losses on Transfer, Expenses on
Road Travel, LFC and Overtime
Allowance | 2 nd June 2005 |
| 5. Washing Allowance | 1 st August 2004 |
| 6. All other items agreed to but not
covered by the above Clauses. | 2 nd June 2005 |

34. Date of Effect and Operation:

- i. This Settlement shall be binding on the parties for five years from 1.11.2002.
- ii. The terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.
- iii. The ABEA, NCBE, BEFI, INBEF and NOBW on behalf of the workmen agree that during the operation of this Settlement the workmen will not for any reason whatsoever, raise any demand of any nature whatsoever on any of the banks in respect of matters, monetary or otherwise, covered by this Memorandum of Settlement.

35. Interpretation :

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

**Memorandum of Settlement dated 16th June 2005
between State Bank of India and
All India State Bank of India Staff Federation
on service conditions for workmen staff**

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

Names of the Parties :

- (i) State Bank of India.
- (ii) Workmen employed in State Bank of India represented by All India State Bank of India Staff Federation.

Representing State Bank of India:

- (i) Dy. Managing Director & Corporate Development Officer.
- (ii) Chief General Manager (PER & HRD)

Representing the workmen:

- (i) President, All India State Bank of India Staff Federation.
- (ii) Secretary, All India State Bank of India Staff Federation.
- (iii) Senior Vice-President, All India State Bank of India Staff Federation.
- (iv) Senior Vice-President, All India State Bank of India Staff Federation.

This Settlement made at Mumbai on the 16th June 2005 between State Bank of India, incorporated under the State Bank of India Act, 1955 (hereinafter called the Bank) of the one part and the All India State Bank of India Staff Federation, being a Federation of the State Bank of India Employees' Associations and/or Unions, registered under the Indian Trade Unions Act, 1926, and having its Central Office and registered office at State Bank of India Building, Bhubaneswar and representing the workmen staff of the Bank (hereinafter called the Federation) of the other part.

Whereas the Indian Banks' Association, on behalf of member banks and the all India unions of workmen employees in banks, including the National Confederation of Bank Employees (NCBE), to which the Federation is affiliated, have agreed on wage revision and other service conditions, in modification of the earlier bipartite settlements, and entered into a Memorandum of Settlement (hereinafter called the Eighth Bipartite Settlement) on the 2nd June 2005.

Whereas the Bank, as a member of the Indian Banks' Association, is a party to the said settlement and the Federation, being an affiliate of the National Confederation of Bank Employees, are bound by the provisions thereof.

Whereas in terms of Clauses 11 (1) (i), (ii) and (vii) of the aforesaid Eighth Bipartite Settlement dated 2nd June 2005, the Bank and the Federation are required to separately discuss and settle certain issues, inter alia, the rates and duties of positions carrying special pay and other special compensatory provisions applicable to workmen employees in the Bank.

Whereas the Bank and the Federation have held extensive discussions on the said issues and the areas in which an understanding has been reached between them are set out in Annexures 1, 2, 3 and 4 hereto.

NOW THESE PRESENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

Notwithstanding anything contained in any of the provisions of the Awards/Settlements including the Settlement dated the 11th May 2000 arrived at between the parties hereto and in supersession of the provisions thereunder dealt with, to the extent to which they stand superseded or modified, in Annexures 1, 2, 3 and 4 of this Settlement, the provisions hereof shall be binding on the parties,

unless stated otherwise, with effect from the dates mentioned therein and will be given effect to as from those dates.

The other items under the Settlement dated 2nd June 2005, on which understandings are yet to be reached shall be discussed separately and settled in due course.

In witness whereof, the parties hereto have executed these present at Mumbai on the 16th June 2005

**Signed and delivered on
Behalf of State Bank of India by**

Sd/-
(Abhijit Datta)
Dy. Managing Director &
Corporate Development Officer

Sd/-
(A. C. Varma)
Chief General Manager (PER &HRD)

In presence of:

Sd/-
(Chandra Avtar)
Dy. General Manager (IR)

Sd/-
(P. C. Rathore)
Asstt. General Manager (IR)

**Signed and delivered on behalf of
All India State Bank of India
Staff Federation by**

Sd/-
(Umesh P. Naik)
President

Sd/-
(P. K. Patnaik)
Secretary

Sd/-
(V. K. Gupta)
Sr. Vice-President

Sd/-
(S. A. Kadri)
Sr. Vice-President

Sd/-
(Ananta Kalita)
Asstt. Secretary

Sd/-
(J. N. Singh)
Asstt. Secretary

Sd/-
(P. A. Manjunatha)
Asstt. Secretary

Sd/-
(P. K. Naramdeo)
Asstt. Secretary

ANNEXURE - 1

SPECIAL PAY FOR WORKMEN STAFF IN STATE BANK OF INDIA

In modification of the provisions contained in Annexure-1 to the Settlement dated 11th May 2000 on service conditions, the rates of special pay payable to **workmen employees** stand revised as under from the **1st November 2002**:

1. CLERICAL STAFF

S. No.	Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)	Special Pay per month (Rs.)
A. Positions to continue:		
1	Special Assistant/Officiating Pay (Relief Officer)	2000
2	Head Draughtsman/ Head Armourer /Head Telephone Operator/ Head Pharmacist/ Head Nurse/ Head A.C. Plant Operator/ Head S.T. Plant Operator	1735
3	Senior Assistant/ 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	1075
4	Encoder machine Operator	545
5	Agricultural Assistant	535
6	Telephone Operator	400
7	Pharmacist / Nurse	270
8	Control Room Operator/ A.C. Plant Operator/ S.T. Plant Operator	240
B. Positions frozen:		
1	Erstwhile Official-in-charge (Passing Official)	1525
2	Head Punch Operator/ Head Data Entry Operator	1245
3	Datanet Operator/ Dy. Head Cashier/ Teller/ Head Asst. (Cash)/ Telex Operator	1075
4	Bradma Machine Operator (I)	715
5	Data Entry Operator	630
6	Deputy Head Assistant (Cash)/ Cashier Operating Electronic Cash Register/ Bradma Machine Operator (II)	535
7	DIR Assistant/ Audit Clerk	400
8	Mill Checking Assistant	200

Note: The positions listed under 'B' above will be abolished on existing incumbents moving over to higher positions or retiring from the Bank's service etc. and until their retirement/movement, they will continue to draw the special pay as listed. Their retirement or movement to higher positions will not result in new vacancies. Their services will be utilised as stated below:

- (a) The posts of Head Punch Operators, Head Data Entry Operators and Erstwhile Officials In-charge will be abolished on present incumbents moving over to higher positions or retiring from Bank's service. The remaining Head Punch Operators, Head Data Entry Operators and erstwhile Officials Incharge, if any, will be redesignated/appointed as Senior Assistants.
 - (b) Telex Operators, Datanet Operators, Dy. Head Cashiers, Tellers and Head Asstt. (Cash), who have completed 12 years service, will be redesignated/appointed as Senior Assistants. The services of such Telex Operators who have not completed 12 years service, if any, will be utilised as Computer Operators.
 - (c) The existing Bradma Machine Operators (I), Data Entry Operators, Dy. Head Asstt. (Cash), Cashiers Operating Electronic Cash Register, Bradma Machine Operators (II), DIR Assistants, Audit Clerks and Mill Checking Assistants, who have completed 12 years service, will be appointed as Senior Assistants. The services of such employees who have not completed 12 years service, if any, will be utilised as Assistants (Cash/Accounts).
 - (d) The posts of Godown-keepers and Bill Collectors will be abolished on the present incumbents on their retiring from the Bank's service or moving on to higher in-cadre or out-of cadre positions. The services of existing Godown Keepers and Bill Collectors will be utilised as Record Keepers/Cashiers.
2. The passing powers and duties and also the Special Pay of Senior Assistants, Head Assistant (Accounts) and Special Assistants will be enhanced w.e.f. 1st July 2005, as detailed below :

(i) Senior Assistants and Head Assistants (Accounts):

Passing Powers :	Rs. 50,000/- for Cash Transactions, and Rs. 1,00,000/- for Transfer Transactions.
Special Pay :	Rs. 1,800/- per month

Besides normal duties, the Senior Assistants will work as Single Window Operators at branches and exercise the above passing powers. They will also receive cash at Single Window Counters beyond their powers but in that case receipts of cash will be signed by the Case Manager or any other authorised official. They will also make payments at Single Window Counters beyond their passing powers with the approval of Case Manager/authorised officials.

In addition to their normal duties, the Senior Assistants/Head Assistant (Accounts) will check Savings Bank day books/Voucher Verification Reports on regular basis.

(ii) Special Assistants:

Passing Powers :	Rs. 1,00,000/- for Cash Transactions and Rs. 4,00,000/- for Transfer transactions
Special Pay :	Rs. 2500/- per month

Besides normal duties, the Special Assistants will also perform undernoted duties:

- i. To work as Case Managers;
- ii. To Hold charge of cash at Hand Balance branches at all centres;
- iii. In-charge Safe Deposit Lockers;
- iv. Signing of TDRs, STDRs, Bankers Cheques and other instruments payable at the issuing branch and to the extent of their passing powers;
- v. To work on Single Window Counters without assistance of Case Managers. They will exercise passing powers of Special Assistants on Single Window Counters. While working on Single Window Counters, Special Assistants will also receive/pay cash in excess of their powers with the approval of authorised officials.
- vi. Joint custody of security forms with officers, where they hold charge of cash;
- vii. Verification of Customers' signatures including vernacular signatures;

- viii. Checking of day books and other daily reports generated by the Bank Master system/ Voucher Verification Reports at Core Banking branches;
 - ix. Sanction of loans against Bank's fixed deposits issued by the same branch upto Rs. 1 lac (subject to approval of the competent authority under the Bank's Scheme of Delegation of Financial Powers);
 - x. Custody of ATM Cards, PINs, loading of cash in ATMs and also to work as ATM in-charge;
 - xi. Verifying purity and determining advance value of gold ornaments for the purpose of sanctioning gold loans, where they hold charge of cash, as per the extant instructions in this regard.
3. 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.
4. Parties agree to review and enlarge the duties of Special Pay carrying positions as per emerging needs of the Bank.

5. **SUBORDINATE STAFF**

S. No.	Posts carrying Special Pay (Ranking for DA, HRA and Superannuation benefits)	Special Pay per month (Rs.)
A. Positions to continue:		
1	Head Driver	1420
2	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	1335
3	Electrician/ Sanitary Fitter/ A.C. Plant Attendant/ S.T. Plant Attendant	1230
5	Officiating Pay (Record Keeper/ Godown Keeper/ Cashier/ Bill Collector)	785
6	Head Messenger/ Head Watchman/ Head Armed Guard/ Head Bearer/ Head Mali/ Head General Attendant/ Head Sweeper/ Head Cook	680
7	Senior Cook/ Senior Bearer/ Senior Liftman/ Armed Guard/ Pump Attendant/ / Telephone Lineman	535
8	Watchman/ Senior General Attendant(Cash Hammal/ Farrash/ Sweeper)/ Fireman	300
9	Liftman/ Plumber/ Cook/ Canteen Boy/ Machine Man	265
B. Positions Frozen:		
1	Compositor	1175
2	Pressman	790
3	Senior Chowkidar/ Duftary/ Sorter	535
4	Impositor-cum-Distributor	415
5	Dup. Machine Operator	300
6	Copying Machine Operator/ Godown Watchman	265
7	Note Stitching Machine Operator	140

Note: The positions listed under 'B' above will be abolished on existing incumbents moving over to higher positions or retiring from the Bank's service etc. and until their retirement/movement, they will continue to draw the special pay as listed. Their retirement or movement to higher positions will not result in new vacancies. Their services will be 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, Dup. Machine Operators, Note Stitching Machine Operators, Duftaries and Sorters, wherever required.
6. The Chowkidars, Head Chowkidars and Senior Head Chowkidars will be designated as Watchmen, Head Watchmen and Senior Head Watchmen respectively.
7. The present Head Cash Coolie, Head Hammal, Head Farrash, Head Sweeper, Head Guard, Head Watchman, Head General Attendant, Head Bearer and Head Liftman, not completing 15 years' service, will be redesignated as Senior General Attendant (Cash/Hammal/Farrash/Sweeper), Senior Guard, Senior Watchman, Senior General Attendant, Senior Bearer and Senior Liftman respectively. On completion of 15 years' service they will be eligible for a special pay of Rs.680/- p.m.
8. In terms of the Scheme for Career Progression Within-the-Cadre for Workmen Staff contained in the Settlement dated 22nd July 2003, as a general rule every member of the subordinate staff drawing a lower special pay will be eligible for a special pay of Rs.680/- (Revised) on completion of 15 years of full time service and the term 'Head' prefixed to his designation. Similarly, on completion of 23 years of full time service, he will be eligible for a special pay of Rs.1335/- (Revised) with the term 'Senior Head' prefixed to his designation. This would be done once every year on the 1st August in accordance with the procedure laid down in Annexure IV to the aforesaid Settlement.

ANNEXURE - 2

In modification of the provisions contained in Annexure-2 to the Settlement dated 11th May 2000, the rates of Special Pay for Graduation and Professional Qualification, payable to **clerical cadre staff** stand revised, as under, with effect from the **1st November 2002**.

Special Pay for Graduation and Professional Qualification payable after reaching maximum in the scale of Pay	Amount p.m.(Rs.)
A. Graduation :	
(a) On completion of 1 year after reaching maximum in the scale of pay	200
(b) On completion of 2 years	400
B. Professional Qualification :	
(i) Part I of CAIIB/JAIIB after 1 year	200
(ii) Part II of CAIIB:	
(a) After 1 year	200
(b) After 2 years	400
(c) After 3 years	600
C. Graduation & Professional Qualification :	
(i) Graduation and/or NDC and Part I of CAIIB/JAIIB :	
(a) After 1 year	200
(b) After 2 years	400
(c) After 3 years	600
(ii) Graduation and/or NDC and both parts of CAIIB:	
(a) After 1 year	200
(b) After 2 years	400
(c) After 3 years	600
(d) After 4 years	795
(e) After 5 years	995

1. FIXED PERSONAL PAY (FPP) (Effective from 01.11.2002)

In modification of the provisions contained in Annexure - 3 to the Settlement dated 11th May 2000 on Service Conditions for Workmen Staff, Fixed Personal Pay (FPP) shall be payable, as under, with effect from the 1st November 2002 to workmen employees who joined the Bank's service before 01.01.1980.

- (a) The employees, who were given one stage higher fitment as per the provisions of the Bipartite Settlement of 9th June 1989 and who reach maximum in the scale hereafter will be paid a Fixed Personal Pay as under:-

Clerical Staff :

- (i) One year after reaching maximum of the scale: Rs.95/- per month.
(ii) Two years after reaching the maximum : Rs. 190/- per month.
(iii) Three years after reaching the maximum in the scale as under :-

Area of Posting	Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month	Revised FPP payable where accommodation is provided by the Bank (Rs.) per month	Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month
Special Centre	560	774	821
AREA - I	560	774	816
AREA - II	560	774	810
AREA - III	560	774	807

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 :

Area of Posting	Increment component of FPP to be reckoned for superannuation benefits (Rs.) per month	Revised FPP payable where accommodation is provided by the Bank (Rs.) per month	Revised FPP payable where accommodation is not provided by the Bank (Rs.) per month
Special Centre	270	282	335
AREA - I	270	282	332
AREA - II	270	282	329
AREA - III	270	282	328

2. FIXED PERSONAL PAY (FPP) (EFFECTIVE FROM 01.11.2002) :

In modification of the provisions contained Annexure – 3 to the Settlement dated 11th May 2000 on Service Conditions for Workmen Staff, Fixed Personal Pay shall be payable, as under, with effect from the 1st November 2002, to the workmen employees who joined the Bank's service on or after 01.01.1980.

- (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 01.11.2002:-

Area of Posting	Increment component of FPP (to be reckoned for superannuation benefits) Rs.	Total FPP payable where accommodation is provided by Bank Rs.	Total FPP payable where accommodation is not provided by Bank Rs.
Clerical Staff			
Special Centre	560	585	635
AREA-I	560	585	630
AREA-II	560	585	625
AREA-III	560	585	620
Subordinate Staff			
Special Centre	270	280	310
AREA-I	270	280	305
AREA-II	270	280	300
AREA-III	270	280	295

- (i) Special Centre Places with population of 45 lacs and above
(ii) AREA-I Places with a population of 12 lacs and above but below 45 lacs.
(iii) AREA-II Places with a population of 2 lacs and above but below 12 lacs,
State Capitals and Capitals of Union Territories.
(iv) AREA-III Places with a population below 2 lacs.

ANNEXURE - 4

"OTHER ALLOWANCES" PAYABLE TO WORKMEN EMPLOYEES

In modification of the provisions contained in Annexure - 4 to the Settlement dated 11th May 2000 on Service Conditions for Workmen Staff, the "Other Allowances" (not ranking for Dearness Allowance, House Rent Allowance and superannuation benefits) payable to workmen employees stand revised, with effect from the 1st November 2002, as under :

(a) **CLERICAL CADRE :**

1.	Canteen Manager	Rs. 1010/-
2.	Caretaker	Rs. 610/-
3.	Godown Keeper	Rs. 200/-
4.	Conveyance charges to employees using bicycle for official duties where public transport is not available	Rs. 135/-

(b) **SUBORDINATE CADRE :**

1.	Driver attached to Senior Executive (additional)	Rs. 470/-
2.	Godown Watchman	Rs. 195/-

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**SALARY REVISION FOR WORKMEN STAFF
CONSOLIDATED STATEMENT OF ARREARS PAID**

S.No.	Particulars	Clerical	Subordinate
01.11.2002 to 31.03.2003			
1.	Basic Pay		
2.	Special Pay		
3.	Special Pay for Graduation/PQ		
4.	FPP		
5.	DA		
6.	HRA		
7.	CCA		
8.	Other Allowances		
9.	Provision for Provident Fund		
	Total		
01.04.2003 to 31.03.2004			
1.	Basic Pay		
2.	Special Pay		
3.	Special Pay for Graduation/PQ		
4.	FPP		
5.	DA		
6.	HRA		
7.	CCA		
8.	Other Allowances		
9.	Provision for Provident Fund		
	Total		
01.04.2004 to 31.03.2005			
1.	Basic Pay		
2.	Special Pay		
3.	Special Pay for Graduation/PQ		
4.	FPP		
5.	DA		
6.	HRA		
7.	CCA		
8.	Other Allowances		
9.	Provision for Provident Fund		
	Total		