



**KNOW YOUR SERVICE CONDITIONS**

**Industry & Bank Level Settlements**

**CANARA BANK EMPLOYEES' UNION (Regd.)**

**CENTRAL OFFICE CHENNAI**



# CANARA BANK EMPLOYEES' UNION (Regd.)

(Affiliated to All India Bank Employees' Association)

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## FOREWORD

July 25, 2015

*Dear Comrade,*

*We are happy to publish this booklet "Industry and Bank Level Settlements" for the benefit of employees in general. However this book is specially intended to help comrades like you who are new to the Banking Industry in understanding the various benefits available to us. This is compiled taking into account the latest Bipartite Settlement arrived at by our parent Organisation AIBEA at Industry level and various settlements entered into between our Bank and our Union.*

*I am sure this will help you in understanding the significance of the efforts of the Organisation in achieving better service conditions for bank employees as a whole and certain other benefits made available specifically in our Bank.*

*With Greetings,*

Yours Comradely,

A handwritten signature in black ink, appearing to read 'Ajay Manjrekar', written over a horizontal line.

**(AJAY MANJREKAR)**

**GENERAL SECRETARY**

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## Present service conditions at a glance

### 1. PAY SCALES: (from 1-11-2012 ) Including stagnation increments

<b>Clerical Staff</b>							
11765	$\frac{655}{3}$	13730	$\frac{815}{3}$	16175	$\frac{980}{4}$	20095	$\frac{1145}{7}$
28110	$\frac{2120}{1}$	30230	$\frac{1310}{1}$	31540	(20 years)	$\frac{1310}{8}$	42020

<b>Subordinate Staff</b>							
9560	$\frac{325}{4}$	10860	$\frac{410}{5}$	12910	$\frac{490}{4}$	14870	$\frac{570}{3}$
16580	$\frac{655}{3}$	18545	(20 years)			$\frac{655}{8}$	23785

## **2. Stagnation Increment**

- a) **Clerks** : Rs.1310 : 5 once in 3 years & 3 once in 2 years.
- b) **SubStaff**: Rs. 655 : 8 once in 2 years.

### **NEW PROVISION : Important**

In case where the non-subordinate employee as on the date of this Settlement, has already acquired JAIIB (Part-I) or CAIIB (Part-II)/ Graduation after reaching maximum of the scale of Pay (in case of JAIIB/ CAIIB/ Graduation) or after reaching 19<sup>th</sup> stage of scale of Pay (in case of CAIIB/ Graduation), and has not earned increment(s), otherwise entitled on account of acquiring such qualification, when there were no increments to provide in the scale of pay of those employees, **the stagnation increment in such cases may be advanced by one year or two years as the case may be.**

### **3. Additional Increment for Educational/Professional Qualification:**

- Graduation / N D Com : 2 additional increments
- JAIIB : 1 additional increment
- CAIIB : 2 additional increments

#### 4. Dearness Allowance :

W.e.f 1-11-2012, DA shall be payable at 0.10% of PAY for every slab of 4 points rise or fall over 4440 points in the quarterly average of the All India Working Class Consumer Price Index (General) Base 1960 = 100.

☆ **PAY** means Basic Pay, Spl. Pay, PQP/Graduation Pay and Officiating Pay

Note: **DA is payable on Special Allowance (New Allowance) also.**

<b>Quarter</b>	<b>10<sup>TH</sup> BPS</b>
Nov 2012 - Jan 2013	<b>10.90%</b>
Feb 2013 - Apr 2013	13.40 %
May 2013 - Jul 2013	16.00 %
Aug 2013 - Oct 2013	19.20 %
Nov 2013 - Jan 2014	24.00 %
Feb 2014 - Apr 2014	26.50 %
May 2014 – Jul 2014	24.90 %
Aug 2014 – Oct 2014	28.20 %
Nov 2014 - Jan 2015	33.10 %
Feb 2015 - Apr 2015	33.30 %
May 2015 – Jul 2015	33.70 %
Aug 2015 – Oct 2015	<b>36.40 %</b>



**5. Definition of Pay for DA :**

Basic Pay, Stagnation increments, PQP, Special Pay, Offg. Pay, **SPECIAL ALLOWANCE**

**Definition of Pay for HRA** Basic Pay, Stagnation increments, PQP, Special Pay, Offg. Pay

**Definition of Pay for Superannuation benefits** : Basic Pay, Stagnation increments, PQP, Special Pay, Offg. Pay, Increment portion of FPP for PF & Pension.

**Note** : For Gratuity, Spl. Allowance + DA will be part of wage under the Act.

**6. House Rent Allowance:**

<b>Area</b>	<b>Rate as % of Pay [No Min / No Max]</b>
(i) Places with population of more than 45 lakhs	10.00
(ii) Places with population of 12 lakhs and above including State of Goa	9.00
(iii) All other centres	7.50

**Note** : For those who are provided with quarters, recovery will be 0.3% of the first stage of Pay Scale.

**Project Area HRA** : Group "A" Centres – 10% and Group "B" Centres – 9%

## 7. Transport Allowance:

Clerks and substaff - Upto 15 <sup>th</sup> stage	425
Clerks and substaff -16 <sup>th</sup> stage and above	470
Part time employees – 1/3, 1/2 or 3/4	Pro rata of
Upto 15 years service	425
Above 15 years service	470

**Note :** Substaff drawing Rs. 470 on being promoted as clerk will continue to get Rs. 470 even if fitted at below 16<sup>th</sup> stage.

## 8. Special Pay:

Single Window Operator	<b>820</b>
Head Cashier	<b>1280</b>
Special Assistant	<b>1930</b>
Bill Collector/Armed Guard	<b>390</b>
Daftary	<b>560</b>
Head Peon	<b>740</b>
AC Plant Helper/Electrician	<b>2040</b>
Driver	<b>2370</b>

<b>Passing powers</b>	
Special Assistant	CASH CHEQUE PASSING UPTO RS. 35,000 INDEPENDENTLY, CLG / TRANSFERS UPTO RS. 150,000 INDEPENDENTLY
Head Cashier E	CLG/TRANSFERS UPTO RS. 50,000 INDEPENDENTLY, CASH VOUCHERS UPTO RS. 50,000 JOINTLY
SWO- B :	PASSING AND PAYING CASH UPTO RS. 20,000 INDEPENDENTLY, PASSING CLG/TRANSFERS : RS. 25,000, INDEPENDENTLY, RECEIPTS UPTO RS. 25,000
CLERKS	PASSING AND PAYING CASH UPTO RS. 10,000 INDEPENDENTLY, PASSING CLG/TRANSFERS : RS. 15,000 INDEPENDENTLY, RECEIPTS UPTO RS. 15,000

### 9. Fixed Personal Pay:

CLERICAL – Increment portion	1310
SUBSTSAFF – Increment portion	655
<b>FPP – where Quarters are provided</b>	
CLERICAL – Increment portion	1450
SUBSTSAFF – Increment portion	725

**CLERK:**

<b>Total FPP as per area of posting</b>	
(i) Places with population of more than 45 lakhs	<b>1585</b>
(ii) Places with population of 12 lakhs and above including State of Goa	<b>1570</b>
(iii) Other places not covered in above	<b>1550</b>

**SUB STAFF:**

(i) Places with population of more than 45 lakhs	<b>790</b>
(ii) Places with population of 12 lakhs and above including State of Goa	<b>790</b>
(iii) Other places not covered in above	<b>780</b>

## **10. Professional Qualification Pay/ Graduation Pay: PQP**

Rs. 410/- p.m. after they complete 1 year

Rs. 800/- p.m. after they complete 2 years

Rs. 1210/- p.m. after they complete 3 years

Rs. 1620/- p.m. after they complete 4 years

Rs. 2010/- p.m. after they complete 5 years.

- (1) Those who pass Graduation or CAIIB II when they are in 19<sup>th</sup> stage will be given one increment and one PQP from the date of passing and balance 4 installments of PQP in one year intervals thereafter.
- (2) Those who pass Graduation/JAIIB/CAIIB after reaching 20<sup>th</sup> stage will be given 1<sup>st</sup> PQP from date of passing and balance 4 installments of PQP in one year intervals thereafter.
- (3) Direct Graduation/Post graduation will be treated as Graduation and given 2 increments.

## **11. SPECIAL ALLOWANCE**

7.75 % on Basic pay including Stagnation Increment.

(not counted for super annulation benefits)

(Will count for encashment of Leave on LFC/Retirement)

(Will count for Gratuity under the Act.)

## 12. OTHER ALLOWANCES:

### a) HALTING ALLOWANCE/DIEM

	Places with population of 12 lakhs and above and State of Goa	Places with population of 5 lakhs and above, State Capitals/ Capitals of Union Territories	Other Places
Clerical Staff	Rs.700/- per diem	Rs.600/- per diem	Rs.450/- per diem
Sub – Staff	Rs.500/- per diem	Rs.400/- per diem	Rs.250/- per diem

### b) CYCLE ALLOWANCE

**Rs. 100 per month**

### c) WASHING ALLOWANCE

**Rs. 150 per month**

### d) SPLIT DUTY ALLOWANCE

**Rs. 150 per month**

**e) PROJECT AREA COMPENSATORY ALLOWANCE**

'A' Area	Clerk	Rs. 250
	Sub-staff	Rs. 200
'B' Area	Clerk	Rs. 200
	Sub-staff	Rs. 175

**f) PARADIP PORT ALLOWANCE**

5% of the Basic Pay

**g) HILL AND FUEL ALLOWANCE**

a)	At places situated at a height of 3000 metres and above	8% of pay (Max. Rs.1500/-p.m.)
b)	At places situated at a height of and over 1500 metres but below 3000 metres	4% of pay (Max. Rs.600/-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.500/-p.m.)

#### **h) SPECIAL AREA ALLOWANCE**

<b>Category</b>	<b>Pay below Rs. 24000</b>	<b>Pay above Rs. 24000</b>
A	320	400
B	1200	1500
C	1600	2100
D	2000	2600

#### **i) Officiating Pay:**

Wherever a workman is required to officiate in a post in higher cadre, officiating pay is payable as per clause 9.11 of First Bipartite Settlement dated 19-10-1966.

#### **13. Medical Aid:**

- \* On declaration basis : Rs.2200 per year
- \* Part Time employees ( 1/3 & above) are eligible for full medical aid

#### **14. Hospitalisation expenses Reimbursement :**

A revised scheme has been introduced under the 10<sup>th</sup> BPS for reimbursement of all expenses connected with hospitalisation of employees/spouse/dependent family members.

- Employees can continue in the scheme even after retirement**
- Existing retired employees also can join this Scheme**



## 15. LEAVE FARE CONCESSION - LFC :

Employees are eligible to avail Leave Fare Concession facility to visit their place of domicile or visit any place in India upto eligible distance.

	<b>Once in 2 years</b>	<b>Once in 4 years</b>	<b>ELIGIBILITY</b>
<b>CLERK</b>	2000 KM	4000 KM	AC 2 TIER
<b>SUBSTAFF</b>	2500 KM	5000 KM	AC 3 TIER

Note : The above mentioned distance limit is only for one way travel and reimbursement will be for both onward and return journey.

- ☆ Permanent employees with 11 months service eligible for LFC.
- ☆ Employees have to give their option to avail LFC either in 2 year block or 4 year block
- ☆ Clerical employees can undertake travel by air; reimbursement will be restricted to the entitled train fare as per the admissible distance.
- ☆ Employees can undertake the travel by any means of surface transport including taxi or own car within the eligible entitled fare.

- ☆ By giving option, employees can encash the LFC and cash will be paid upto 100% of the entitled train fare of that block.
- ☆ While encashing LFC, no leave need to be taken
- ☆ While availing LFC/encashing LFC, employees under 2 year block can encash Privilege leave upto either 15 days in each block or 30 days in one block. Employees under 4 year block can encash upto 30 days.
- ☆ Part time employees eligible for LFC on pro-rata distance.
- ☆ Part time employees also eligible for encashment of LFC and encashment of leave.
- ☆ Employees can avail LFC with their family
- ☆ Employee and family can travel together or avail LFC by separate travel within the block
- ☆ Employees can travel by **steamer** while on LFC and for clerks entitled class would be I Class Cabin and for substaff II class cabin

## Family definition

Under 9 <sup>th</sup> BPS	Under 10 <sup>th</sup> BPS
<ul style="list-style-type: none"> <li>★ Employees' wife/husband</li> <li>★ Unmarried children including step children / legally adopted children</li> <li>★ Physically handicapped brother/ sister</li> <li>★ Parents ordinarily residing with the employee</li> </ul> <p>Wholly dependent family member shall mean such member of the family having a monthly income not exceeding <b>Rs. 3,500/-</b> p.m</p>	<ul style="list-style-type: none"> <li>★ Employees' wife/husband</li> <li>★ Unmarried children including step children and legally adopted children</li> <li>★ physically and <b>mentally</b> challenged brother / sister</li> <li>★ widowed daughters and divorced/ separated daughters, sisters including unmarried / divorced / abandoned or separated from husband / widowed sisters,</li> <li>★ parents</li> </ul> <p>Wholly dependent family member shall mean such member of the family having a monthly income not exceeding <b>Rs.10,000/-</b> p.m</p>

For LFC, a married female employee may include her parents or parents-in-law under the definition of family, **but not both**, provided that the parents/parents-in-law are wholly dependent on her.

For the purpose of medical expenses reimbursement scheme, for all employees, **any two** of the dependent parents/ parents-in-law shall be covered.

## 16. LEAVE :

CASUAL LEAVE	<p>12 days per year</p> <p>An employee shall be entitled to Casual Leave upto not more than 4 days continuously but holidays and weekly offs prefixing/suffixing or falling within the period of Casual Leave will not be treated as part of Casual Leave</p>
UNAVAILED CASUAL LEAVE	<p>Casual leave not availed during a calendar year can be availed later as Sick Leave with full pay.</p> <p>Casual Leave converted into Sick Leave ( UCL) may be availed without production of medical certificate for 4 days at a time once in a year or two days at a time twice a year (in addition to availing for one day without medical certificate)</p>
PRIVILEGE LEAVE	<p>1 month for every 11 months service ( 1 day for every 11 days service)</p> <p>Privilege Leave can be availed upto 4 times in a calendar year. (as against 3 occasions under 9<sup>th</sup> BPS).</p> <p>Where however, the reasons for the request by an employee for leave on more than four occasions in a year are adequate and genuine and it is not administratively inconvenient, such leave may be granted.</p>

	<p>Privilege Leave can be applied upto not less than 15 days before the proposed date of commencement of such leave.</p> <p>Privilege Leave shall be allowed to be accumulated up to a maximum of <b>270 days</b>. But encashment would be allowed upto 240 days at the time of retirement.</p>
SICK LEAVE	<p>1 month for each year of service (max. 18 months)</p> <p>Additional 1 month per year beyond 24 years service. (max. 3 months)</p> <p>Sick Leave is on half pay but can be availed with full pay by double debit in sick leave account</p>
SPECIAL SICK LEAVE	<p>Special Sick Leave upto 30 days (full salary and over and above normal entitlement) will be allowed once during his/her entire period of service for donation of kidney/ any other organ.</p>
EXTRA ORDINARY LEAVE WITHOUT PAY	<p>Extra ordinary leave on loss of pay - 3 months at a time and 24 months in the entire service</p>
MATERNITY LEAVE	<p>6 months for one occasion; maximum 12 months in service. Within the overall period of 12 months leave may also be taken in case of miscarriage/abortion/MTP. Within this 60 days leave may be taken for hysterectomy. 6 Months for adoption of a child.</p>

PATERNITY LEAVE	Male employee with less than two surviving children shall be eligible for 15 days Paternity Leave during his wife's confinement. This leave may be combined with any other kind of leave except Casual Leave. The leave may be availed upto 15 days before or upto 6 months from the date of delivery of the child.
SPECIAL LEAVE	Office Bearer of AIBEA 21 days per year CC Member of AIBEA 17 days per year Office Bearer of the State Federation 7 days per year
SPECIAL LEAVE	In case of injuries sustained while on duty the entire period of absence for treatment will be sanctioned as Special Leave.

**JOINING TIME LEAVE: Para 551 of Sastry Award ( 1952)**

- (1) Joining time shall be granted to an employee to enable him:
  - (a) to join a new post to which he is appointed while on duty in his old post; or
  - (b) to join a new post on return from leave.
- (2) An employee in respect of joining time shall be entitled to the pay and allowances of the old or the new post whichever are less.

- (3) Joining time which shall be allowed to an employee shall not exceed **six days**, exclusive of the number of days spent on travelling.
- (4) In calculating joining time admissible to an employee, the day on which he is relieved from his old post shall be excluded but public holidays following the day of his relief shall be included in the joining time.
- (5) An employee who does not join his post within the joining time allowed to him shall be deemed to have committed a breach of discipline.

**Clause 37 of 10<sup>th</sup> BPS/25-5-2015.**

Joining time of six days allowable under Para 551 of Sastry Award may be granted either immediately after relieving **or within three months** after joining the new place of posting.

**17. WORKING HOURS**

<b>Cadre</b>	
Clerks	6 ½ hours
Substaff other than Drivers and Watch and Ward	7 hours
Drivers	7 ½ hours
Watch and Ward	8 hours

Note : In addition to Sundays & Holidays for festivals under NI Act, 2nd & 4th Saturday of every month will also be a holiday. Remaining Saturdays shall be full working days.

## **18. AGE OF RETIREMENT**

60 years

## **19. PROVIDENT FUND**

- a) Employees who had joined the Banks prior to 1-4-2010 and opted to continue under Contributory PF would contribute 10% of their Pay every month with matching contribution from the management.
- b) For employees who had joined before 1-4-2010 and are governed by pension scheme, only own contribution of 10% of Pay would be recovered but without any matching contribution
- c) Those who joined the Banks on and from 1-4-2010 are covered by New pension Scheme only and hence not covered by PF or CPF.

## **20. GRATUITY**

- 1. In terms of Section 4 (5) of the Payment of Gratuity Act, 1972, Gratuity under Gratuity Act or BPS provisions whichever is higher is payable.
- 2. Hence for every retiring employee, Gratuity has to be calculated both under the Act and under BPS and **higher of the two will be paid.**
- 3. For those employees who have retired from November, 2012, Gratuity will be re-calculated both under the Act and as per 10<sup>th</sup> BPS and arrears/difference if any will be paid to them.



<b>Gratuity under the Act</b>	<b>Gratuity under BPS</b>
Pay+DA x 15 Days x No. of years 26 of service <b>Max. Rs. 10 lakhs</b>	Pay x No. of years' service  1. One month pay for one year of service  2. Max. 15 months' Pay upto 30 years' service  3. Above 30 years, half month pay per year of service.  4. <b>No ceiling or max. on Gratuity under BPS</b>

## 21. PENSION

Those who joined the Banks before 1-4-2010 and had opted for pension scheme are covered by the pension Scheme in lieu of CPF.

Basic pension is payable at 50% of the last drawn Pay. (10 Months' average)

1/3 of basic pension can be commuted into lump sum payment

Balance pension + DA on full pension would be paid.

DA at the rates like workmen would be paid once in 6 months in Feb. and August every year.

## **22. NEW PENSION SCHEME**

Those who have joined/joining the Banks on and from 1-4-2010 will be governed by the New Defined Contributory Pension Scheme.

### ***Features of New Pension Scheme:***

- a. Effective from 1-4-2010
- b. There will be two tiers of contribution i.e. Tier I and Tier II
- c. Contribution to Tier I is compulsory and contribution under Tier II is optional.
- d. Under Tier I, employees will contribute 10% of **Pay plus DA**.
- e. Banks will make matching contribution.
- f. For Tier II contributions, there will be no matching contribution by the Banks.
- g. Tier I contributions will be kept in Non-refundable account.
- h. Tier II contributions will be kept in a separate account and are withdrawable at the option of the employee.
- i. There will be no separate PF account or contribution by the employees.
- j. The account will be maintained by a Central Record keeping Agency.
- k. The contributions will be managed by Pension Fund Managers.

- l. PFRDA - Pension Fund Regulatory and Development Authority will regulate the scheme.
- m. On retirement at the age of 60, it would be mandatory to invest 40% of the contributions in Pension Annuity and 60% can be taken as cash. Employee can also invest more than 40% in Pension Annuity.
- n. For those who retire/exit service before the age of 60 years, 80% of the contributions shall be invested in Pension Annuity.
- o. Each employee will be given a Permanent Pension Account Number (PPAN).
- p. Pension Fund Manager will offer three options to employees to invest their contributions according to their choice.
- q. Employees will have the choice to invest the contributions in Equity or in Corporate Sector or in Government Sector.
- r. Maximum permissible limit for investments:
  - In Equity - 50% of contribution
  - In Corporate Sector - 100% of contribution
  - In Government Sector - 100% of contribution
- s. Employee can choose any mixture of investment upto above ceilings.
- t. If employee does not give his choice, Fund Manager will invest the contribution under Auto Choice Method.

- u. Even under Auto Choice Method, investment in Equity will not exceed 50% of the contribution.
- v. Employee will have the choice to choose the Fund Manager and the investment pattern.
- w. Employee has the right to change the Fund Manager annually.
- x. Employee has also the choice to change the investment pattern between investment in Equity, in Corporate Sector and in Government sector looking to the returns on investment and perceived risks in investments.
- y. Contribution to Tier I is non-withdrawable during service but Tier II contribution can be withdrawn at his option.
- z. Pension based on the Annuity purchased will be payable for lifetime of the employee/ dependent parents/spouse.

**23. Part Time Employees : From 1-5-2010 :**

- Fixation of wages of part-time employees

More than 6 hours upto 13 hours per week	1/3
More than 13 hours upto 19 hours per week	1/2
More than 19 hours upto 29 hours per week	3/4
Beyond 29 hours per week	Full

**SERVICE CONDITIONS OF PART TIME EMPLOYEES ( 1/3 and above) :**

- a. Eligible for leave, medical aid and uniform at par with full time substaff
- b. Eligible for PF from 1-9-1978.
- c. Eligible for Gratuity under Act or BPS whichever is higher.
- d. Eligible for Pension (for those joined before 1-4-2010 and opted for pension)
- e. Eligible for LFC and Leave encashment on pro-rata.
- f. Eligible for stagnation increments.
- g. Eligible for encashment of PL on superannuation
- h. Eligible for hospitalisation expenses reimbursement on pro-rata
- i. Eligible for New pension Scheme for those joined on or after 1-4-2010
- j. Eligible to count actual total service for pension ( not pro-rata) (10<sup>th</sup> BPS)

**24. UNIFORM AND LIVERIES**

Watch man, Armed Guard, Electricians, A/C Plant helper and Drivers will be supplied with a pair of shoes once in two years.

All substaff including part time employees shall be supplied with three sets of terry khadhi/ cotton uniform once in two years and one set of woolen uniform once in three years.

## 25. TRAVEL ON DUTY – ENTITLEMENT

For clerks: AC 2 Tier and for Substaff AC 3 Tier

## 26. ROAD MILEAGE

Rs. 6 per km

## 27. TRANSPORTATION OF PERSONAL EFFECTS

An employee on transfer from one station to another can transport his/her personal effects upto the following stipulated weights by rail or by road by an IBA approved Transport Operator.

	<b>Non Sub-staff</b>	<b>Sub-staff</b>
a. For married persons	3000 kg.	2000 kg.
b. For unmarried persons	2000 kg.	1150 kg.

## 28. BREAKAGE ALLOWANCE

<b>WITH RECEIPTS CLERK</b>	<b>WITH RECEIPTS SUB-STAFF</b>	<b>WITHOUT RECEIPTS CLERK</b>	<b>WITHOUT RECEIPTS SUB-STAFF</b>
1500	1000	1000	750

## **29. DEPLOYMENT FROM SURPLUS TO DEFICIT:**

### **Clause 32 of the 8<sup>th</sup> BPS :**

**In continuation** of clause 32 of 7<sup>th</sup> Bipartite Settlement dated 27<sup>th</sup> March, 2000, it is agreed between the parties that deployment of non-subordinate staff in banks which are parties to this settlement shall be in accordance to the terms and conditions set-forth in Schedule VI to this Settlement.

### **Deployment of Staff**

### **Schedule VI: of 8<sup>th</sup> BP Settlement**

- (i) A workman in the non-subordinate cadre is liable to be deployed anywhere within a 'District', irrespective of the distance involved.
- (ii) In cases necessitating deployment outside the District, the workmen concerned may be deployed to any branch/office of the bank situated outside the District upto a distance not exceeding 100 km. from his present place of posting.
- (iii) Bank may identify, based on length of stay at the centre/branch/office, the number of workmen employees to be redeployed from each centre/branch/office to meet its requirements.
- (iv) The period of deployment shall be 2 years in a difficult centre decided by the bank in accordance with the Government guidelines and 3 years in other centres.

- (v) Repatriation to the original centre shall be after serving in the deployed centre for period as in (iv) above. In case it is not administratively possible for the bank to repatriate the employee to his original centre after the above period, the employee may be required to give 3 centres of his choice so that he can be transferred to any one of the 3 centres opted by him.
- (vi) Female employees above the age of 55 and male employees above the age of 56 shall be exempt from redeployment. However, if the required and eligible number of employees are not available to be deployed in terms of the Settlement, the age upto the age of 58 years so as to ensure that the required and eligible number of employees are deployed to be identified centres.
- (vii) Employees having mentally retarded/spastic children, certified as such by the attending Doctor, may be deployed only at centres where specialized treatment for such children and special facilities their schooling are available.
- (viii) Employees affected by serious ailments requiring specialized treatment as certified by the attending Doctor, will be deployed only at centres where medical facilities for treatment of such ailments are available.
- (ix) Redeployment of physically handicapped/challenged employees shall be in accordance with the extant Government guidelines.



- (x) A workman in the non-subordinate cadre so long as he serves in the deployed centre shall draw a lump sum amount of Rs. 400/- p.m. (not ranking for any other benefit) besides protection of emoluments drawn at the original centre. These shall cease on the employee's repatriation to the original centre.
- (xi) The above lump sum amount is not payable in case of transfers made at the request of the employee.
- (xii) In North-Eastern States, banks may decide on the level and extent of deployment having regard to their requirements within the above norms.
- (xiii) The above provisions on deployment are without prejudice to the provisions of paragraphs 535 and 536 of the Sastry Award relating to transfer of workmen.
- (xiv) The above provisions on deployment shall be the minimum applicable to all the banks which are parties to this Settlement. Parties agree that any existing bank-level settlement on transfer or deployment whose provisions are restrictive and not upto the minimum provisions on deployment as mentioned above will be modified/terminated as per procedure under the Industrial Disputes Act so as to give effect to the above mentioned provisions on deployment.
- (xv) Any bank which is a party to this Settlement and having bank-level Settlement on transfer or deployment may, however, modify and improve upon the above provisions to suit the

needs of the bank ensuring, however, that the norms relating to the geographical minimum area of deployment, period of stay at the deployed centre, conditions for repatriation as mentioned hereinabove are not relaxed or diluted in any manner.

- (xvi) In banks which are parties to this Settlement where bank level settlements/policies on transfer or deployment of workmen exist which provide for transferability of employees over a larger geographical area, such bank level settlements on transfer or deployment shall remain operative.

### **SOME CLARIFICATIONS**

1. This industry level agreement on mobility deals only with transfer of employees from surplus to deficit areas, if any
2. This **Settlement does not cover** any other case of mobility like rotational transfers, general transfers, periodical transfers, request transfers, mutual transfers, etc.
3. These norms are only applicable to Clerical employees **AND NOT FOR SUBSTAFF.**

### **30. DISCIPLINARY ACTION (Ref: Settlement dt. 10-4-2002)**

#### **LIST OF GROSS MISCONDUCT**

- (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 behavior on the premises of the bank;
- (d) willful damage or attempt to cause damage to the property of the bank or any of its customers;
- (e) willful 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) willful slowing down in performance of work;
- (h) gambling or betting on the premises of the bank
- (i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;

- (j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;
- (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
- (l) abetment or instigation of any of the acts or omissions above mentioned.
- (m) Knowingly making a false statement in any document pertaining to or in connection with his employment in the bank.
- (n) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority.
- (o) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above Sub-Clause(n) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge.
- (p) Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days.
- (q) Misbehaviour towards customers arising out of bank's business.

- (r) Contesting election for parliament / legislative assembly / legislative council / local bodies / municipal corporation / panchayat without explicit written permission of the bank.
- (s) Conviction by a criminal Court of Law for an offence involving moral turpitude.
- (t) indulging in any act of 'sexual harassment' of any woman at her workplace.

**Note:**

Sexual harassment shall include such unwelcome sexually determined behavior (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.

**PUNISHMENT - 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.

## **LIST OF MINOR MISCONDUCTS**

- (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 behavior while on duty;
- (k) marked disregard of ordinary requirements of decency and cleanliness in person or dress;
- (l) incurring debts to an extent considered by the management as excessive;
- (m) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by sub-clause (n) under 'Gross Misconduct' and where a report to that effect has been received by the bank from the concerned authority and the employee accepts the charge;
- (n) refusal to attend training 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.

**PUNISHMENT - 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.



## **SUSPENSION AND SUBSISTENCE ALLOWANCE DURING SUSPENSION**

### **SUSPENSION**

#### **Clause 14.3 of Settlement dt. 17-9-84**

Pending or initiation of such enquiry, an employee 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 allowance, etc.

#### **Clause 18 of Settlement dt. 31-10-79**

(iii) It is also agreed that employees on suspension will be entitled to the facility of medical aid and hospitalisation.

### **SUBSISTENCE ALLOWANCE DURING SUSPENSION**

#### **Clause 5 of Settlement dt. 8-9-83**

In partial modification of Para 557 of the Sastry Award and Para 17.14 of the Desai Award, the following provisions shall apply in regard to payment of subsistence allowance to workmen under suspension.

- a. Where the investigation is not entrusted to or taken up by an outside agency (i.e. Police / CSI), subsistence allowance will be payable at the following rates:
- i. For the first 3 months  $\frac{1}{3}$  of the pay and allowances which the workmen would have got but for the suspension.
  - ii. Thereafter  $\frac{1}{2}$  of the pay and allowances.
  - iii. After one year full pay and allowances if the enquiry is not delayed for reasons attributable to the concerned workman or any of his representatives. Where the investigation is done by an outside agency and the said agency has come to the conclusion not to prosecute the employee, full pay and allowances will be payable after 6 months from the date of receipt of report of such agency, or one year after suspension, whichever is later and in the event the enquiry is not delayed for reasons attributable to the workman or any of his representative
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