"Where there is unity there is always victory"

"Where trade Unions most firmly organised, there are the rights of the people most respected"

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DEATH - cum - ACCIDENT - cum RETIREMENT BENEFIT SCHEME (FOR MEMBERS ONLY)

CONSTITUTION & RULES (AS AMENDED UPTO 12.06.2016)

State Banks' Staff Union
(CHENNAI CIRCLE)
#84, RAJAJI SALAI, CHENNAI - 600 001

PREAMBLE

1.1 The Scheme shall be known as the "SBSU Death-cum-Accident-cum-Retirement Benefit Scheme" (hereinafter referred to briefly as "DARBS"). The Scheme came into force from 01.07.1982.

MEMBERSHIP

2.1 Membership of DARBS shall be open only to members of the Staff Union.

2.2 All members of the Staff Union shall become automatically members of DARBS. No separate membership is necessary.

2.3 Membership under DARBS shall stand automatically terminated immediately upon one's retirement, resignation, discharge or dismissal from Bank's service, or on his / her relinquishing Staff Union membership on promotion to Officer cadre.

MANAGEMENT

3.1 DARBS shall be operated and governed by the Central Committee of the Staff Union (hereinafter referred to as "Central Committee") whose decision shall be final in all matters connected with and issues relating to the operation and administration of DARBS, subject, however, to the overall control of the General Council of the Staff Union.

3.2 It shall be competent for the said Central Committee either to increase the quantum of various benefits assured under DARBS and/or to decide upon additional benefits on a

review of its working subject to ratification by the General Council of the Staff Union.

3.3 Subject to ratification by the General Council of the Staff Union, the Central Committee shall have the right to add, alter or amend any of these rules for operational efficiency/financial viability of DARBS and in the larger interests of its members.

SUBSCRIPTIONS

4.1 Each member shall subscribe a sum of Rs.40/- (Rupees forty only) per month or a sum as decided by the Central Committee, ratified by the General Council, towards his/her membership fee which shall be appropriated from his/her union Subscription recovered under "check off" facility.

4.2 It shall be the responsibility of each member to ensure that his/her Union subscription covering his/her subscription to DARBS is recovered regularly from his/her salary under 'Check-off' facility.

4.3 A member whose subscription to DARBS / Staff Union is in arrears shall not be eligible for any benefits declared in these rules unless decided otherwise by the Central Committee on any special consideration.

DEATH RELIEF

5.1 In the event of death of a member, the wife or husband of the deceased as the case may be, shall be paid a Death Relief of Rs.40,000/- (Rupees forty thousand only).

5.2 a) If the deceased member was unmarried, the death relief amount of Rs.40,000/- shall be paid to his/her Mother or

Father or the unmarried sisters dependant on the deceased as may be decided upon by the Central Committee.

b) If the spouse of the deceased member is not alive, the death relief amount of Rs.40,000/- shall be paid only to the Unmarried Dependant children of the deceased member.

c) No claims other than the above shall be considered.

d) In the event of any dispute arising, the amount will be disbursed on the lines of the disbursement of Bank's terminal benefits.

5.3 In addition to the Death Relief of Rs.40,000/- and pending settlement thereof, a sum of Rs.10,000/- (Rupees Ten Thousand only) shall be paid to the dependant concerned of the deceased towards funeral expenses.

ACCIDENT RELIEF

6.1 In the event of total disability to continue in the bank service owing to loss of limb(s) or memory caused by accident or sudden serious illness, such as, paralysis or mental derangement, the member concerned shall be paid an Accident Relief of Rs.40,000/- (Rupees forty thousand only) provided, however, the Bank decides not to continue his/her in service in the case of loss of memory owing to mental derangement the accident

relief shall be paid to his/her next of kin as in the case of death of a member.

6.2 In the event of partial permanent disability caused by accident or sudden illness resulting in the loss of a leg or hand, whole or substantial part thereof but not affecting the continuity of service in the Bank, the member concerned shall be paid an Accident Relief of Rs.10,000/- (Rupees Ten thousand only)

6.3 In the event of subsequent death in harness of a recipient of Accident Relief, the Death Relief payable for him/her shall be limited to a sum of Rs.30,000/- (Rupees thirty thousand only).

RETIREMENT BENEFIT
(Normal superannuation only)

7.1 Each member shall be paid a lump sum Retirement Benefit on his/her retirement from Bank service subject to the condition laid down in rule 7.2 below :

Date of Retirement	Lumpsum Benefit Payable per member
a. From 01.01.1995 onwards (Subject to review)	Rs.10,000/- (Rupees ten thousand only)

7.2 Retirement Benefits shall be paid only to those members who have been the members of the Staff Union for a continuous period of at least five years immediately prior to their retirement.

7.3 The Central Committee shall have powers to grant ad hoc lumpsum benefits not exceeding Rs.10,000/- to members

in case of their termination, discharge or dismissal from Bank service on account of victimisation by the Bank on consideration of individual merits of the claims.

BENEFIT DISBURSEMENTS

8.1 All claims under DARBS shall be settled within 30 days of receipt thereof provided they are found in order.

8.2 All disbursements of benefits shall be made by the Staff Union Head Quarters at Chennai invariably by means of cheques drawn on the account opened under DARBS.

8.3 All claims shall be forwarded to the Staff Union Head Quarters at Chennai ordinarily through the Local Unit of the Staff Union to which the member concerned is and/or was last attached, with brief recommendations.

8.4 Claims made three months after the event shall not be ordinarily considered.

8.5 All disbursements of benefits under DARBS shall be made only against claims and after obtaining stamped receipts.

8.6 All claims shall be supported by appropriate certificates as under :-

Death Relief Claims : To be supported by a Death Certificate and legal heirship certificate issued by the appropriate authority.
Accident Relief Claims : To be supported by an appropriate Medical Certificate.

Retirement Benefit Claims : To be supported by a certificate issued by an officer of the bank not below the

rank of a Branch Manager and a certificate issued by the concerned Unit Secretary of the Staff Union certifying to the effect that the member had been a member of the Staff Union for a continuous minimum period of five years immediately before his retirement.

8.7 In the event of death of a member, the Staff Union Head Quarters at Chennai may send, immediately on intimation, or as soon as thereafter, a sum of Rs.10,000/- (Rupees Ten Thousand only) to the dependant of the deceased through its Local Unit towards reimbursement of funeral expenses as provided for in Rule 5.3 above pending settlement of Death Relief payable for the member concerned.

8.8 Any member whose action attracts Section 7 of the Bye Laws of the Staff Union viz:-

a) having submitted his resignation in writing or having revoked his authorization to recover the subscription under 'Check off' facility

b) having failed to pay his subscription for three consecutive months and/or LEVY as and when imposed.

c) having, in the opinion of the Central Committee of the Staff Union, conducted himself contrary to the interests of the Staff Union and being or having been likely to bring the Staff Union into contempt or disrepute shall not be eligible for any of the benefits available in the Scheme.

8.9 The decision of the Central Committee shall be final in respect of any disputed claim.

FUNDS MANAGEMENT

9.1 The initial investment and subscription received periodically under DARBS shall be credited to a separate Savings Bank Account to be opened with the State Bank of India, Chennai Main Branch in the name and style : "SBSU Death-cum-Accident-cum-Retirement Benefit Scheme".

9.2 The account shall be operated by the General Secretary or anyone of the Deputy General Secretaries (HQ) of the Staff Union jointly with its Treasurer or anyone of its Assistant Treasurers.

9.3 Funds in the account in excess of Rs.50,000/- (Rupees Fifty thousand only) shall be transferred out of the said amount on the 15th of each month and invested in long-term deposits with the State Bank of India, Chennai Main Branch (Account is currently maintained at Rajaji Salai Branch).

BOOKS AND ACCOUNTS

10.1 The books and accounts relating to DARBS shall be maintained by the Staff Union Head Quarters at Chennai.

10.2 The books and accounts relating to DARBS shall be open for inspection by the members at the registered office of the Staff Union during normal office hours.

10.3 The General Secretary and the Treasurer of the Staff Union shall be personally responsible for the periodical transfer of membership subscription under DARBS to its account from the general funds of the Staff Union and for proper maintenance of books, accounts and records relating to the scheme.

10.4 The books and accounts relating to DARBS shall be subject to statutory audit annually by the auditors appointed for the purpose of auditing the account of the Staff Union.

10.5 The audited Statement of account of DARBS shall be published by the General Secretary along with his triennial report submitted for adoption by the General Council of the Staff Union.

GENERAL

11.1 There shall be a review of the working of DARBS by the Central Committee every five years after its adoption with a view to improve or increase the benefits to members assured under it subject to financial viability of the scheme.

11.2 The benefits assured under the Scheme shall not be reduced under any circumstances save and otherwise decided upon by the General Council of the Staff Union.

11.3 DARBS shall not be wound up unless or otherwise three-fourth of the delegates present at a General Council meeting of the Staff Union vote for a specific motion for winding up the Scheme.

11.4 In the unlikely event of the General Council of the Staff Union so deciding to wind up DARBS, the funds available under it shall be equally distributed amongst all members of the Staff Union at the material time.