



10th Bipartite  
Settlement

**MEMORANDUM OF SETTLEMENT** dated 25<sup>th</sup> May 2015 between the Managements of 43 Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Bank Employees' Federation of India, National Organisation of Bank Workers and Indian National Bank Employees' Federation.

*[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]*

<b>Names of the Parties</b>	43 Banks which are listed in Schedule I to this Memorandum of Settlement and their workmen
<b>Representing the Employers (Member Banks)</b>	<ol style="list-style-type: none"><li>1. Shri T M Bhasin</li><li>2. Shri Ashwani Kumar</li><li>3. Shri Animesh Chauhan</li><li>4. Shri Shyam Srinivasan</li><li>5. Shri Ashwini Mehra</li><li>6. Shri M V Tanksale</li><li>7. Shri K Unnikrishnan</li><li>8. Shri K S Chauhan</li></ol> Duly authorised on behalf of the Indian Banks' Association
<b>Representing the Workmen</b>	<b>All India Bank Employees' Association</b> <ol style="list-style-type: none"><li>1. Shri Rajen Nagar</li><li>2. Shri C H Venkatachalam</li><li>3. Shri B S Rmbabu</li><li>4. Shri E Arunachalam</li><li>5. Shri Vishwas Utagi</li><li>6. Shri J P Sharma</li><li>7. Shri N Venugopal</li><li>8. Shri M M Rai</li><li>9. Ms. Lalita Joshi</li><li>10. Shri D D Rustagi</li><li>11. Shri V K Sharma</li></ol>



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12. Shri P P Varghese
13. Shri R Vijayakumar
14. Shri Gourdas
15. Shri S K Gautam
16. Shri Nandakumar Chavan
17. Shri Janak Raval
18. Shri Soumitra Talapatra

**National Confederation of Bank Employees**

1. Shri Vinil Kumar Saxena
2. Shri M V Murali
3. Shri Sanjeev K Bandlish
4. Shri R K Sharma
5. Shri K K Khosla
6. Ms. Jyothi B Mohapatra
7. Shri Ajay N Badani
8. Shri Brajesh K Mishra
9. Shri Arun Bhagoliwal
10. Shri P Monoharan
11. Shri Dharmendra Agarwal
12. Shri A Jaya Kumar
13. Shri P Babu Joseph
14. Shri N Radhakrishnan
15. Shri Ashok Varma
16. Shri K K Singh

**Bank Employees' Federation of India**

1. Shri C J Nandakumar
2. Shri Pradip Biswas
3. Shri K Krishnan
4. Shri Joydeb Dasgupta

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5. Shri Srinivasa Babu
6. Shri P Venkataramaiah
7. Shri Vijay Aroskar
8. Shri Dinesh Kakati

**National Organisation of Bank Workers**

1. Shri Prabal Pratap Singh
2. Shri Ramnath R Kini
3. Shri Mohan Kumtakar
4. Shri Man Mohan Gupta
5. Shri S Sudhakar Shetty
6. Shri Ravindra Joshi
7. Shri Rajeev A Pande
8. Shri Chandrakant V Khanzode

**Indian National Bank Employees' Federation**

1. Shri Subhash S Sawant
2. Shri Narendra Kumar Tehri
3. Shri Siddharth B Menon
4. Shri Dharnidhar Swain
5. Shri Shyam Mukhopadhyay
6. Shri R Meenakshi Sundaram
7. Shri Santosh K Jain
8. Shri Ashok Kumar

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SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the Schedule I hereto, signed a settlement dated 27<sup>th</sup> April 2010 with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI), National Organisation of Bank Workers (NOBW) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule I, inter alia regarding various terms and conditions of their service. The Settlement dated 27<sup>th</sup> April 2010 was operational for a period of 5 years from 1st November 2007.
- (B) The AIBEA, NCBE, BEFI, NOBW and INBEF (hereafter jointly called the Unions) submitted their Charter of Demands dated 30<sup>th</sup> October 2012 for revision in wages and other service conditions of workmen to IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (C) Simultaneously, IBA also raised with the Unions, issues on behalf of the managements of banks concerned, to be discussed and settled with a view to improving efficiency of operations in banks.
- (D) The parties agreed that the total quantum of wage revision increase (salaryslip component) shall be ₹2270 crores being 15% of the salaryslip component of Establishment Expenses of Public Sector Banks which are parties to this settlement for the year ending March 2012. It was further agreed that the new salary of pay would be constructed, after merging Dearness Allowance corresponding to 4440 points and with a loading of about 2%. It was further agreed that every second and fourth Saturday of the month will be a holiday and other Saturdays will be full working days. All other issues of the Management and Workmen Unions discussed during the process of negotiations would be settled to the mutual satisfaction. The parties signed and exchanged minutes in this regard on 23<sup>rd</sup> February 2015 at Mumbai.



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- (E) The parties negotiated the aforesaid demands and issues and have reached an agreement as set out hereunder in full satisfaction of their demands.
- (F) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and Settlements wherever referred to in this Settlement.

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**NOW, IT IS HEREBY AGREED AND DECLARED** by and between the parties hereto as under:-

**TERMS OF THE SETTLEMENT**

**GENERAL**

1. In respect of 43 Banks listed in Schedule 1 to this Memorandum of Settlement, except the State Bank of India, Indian Overseas Bank and Bank of Baroda, the provisions of the Sastry Award in Reference No.S.R.O. 35 dated 5<sup>th</sup> January 1952, notified on 26<sup>th</sup> March 1953 as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19<sup>th</sup> October, 1966, 12<sup>th</sup> October, 1970, 23<sup>rd</sup> July, 1971, 8<sup>th</sup> November, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions except to the extent the same are modified by this settlement.
  
2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31<sup>st</sup> March, 1967, 24<sup>th</sup> February, 1970, 15<sup>th</sup> September, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 15<sup>th</sup> September, 1998, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 22<sup>nd</sup> July 2003, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.



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- (ii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23<sup>rd</sup> December, 1966, 19<sup>th</sup> December, 1970, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iii) In respect of Indian Overseas Bank, the provisions of the Awards as further modified by the Settlements dated 14<sup>th</sup> December, 1966, 17<sup>th</sup> December, 1970, 29<sup>th</sup> July, 1972, 23<sup>rd</sup> March, 1973, 1<sup>st</sup> August, 1979, 31<sup>st</sup> October, 1979, 21<sup>st</sup> April, 1980, 8<sup>th</sup> September, 1983, 17<sup>th</sup> September, 1984, 5<sup>th</sup> January, 1987, 10<sup>th</sup> April, 1989, 29<sup>th</sup> June, 1990, 16<sup>th</sup> July, 1991, 29<sup>th</sup> October, 1993, 14<sup>th</sup> February, 1995, 14<sup>th</sup> December, 1996, 28<sup>th</sup> November, 1997, 27<sup>th</sup> March 2000, 10<sup>th</sup> April 2002, 2<sup>nd</sup> June 2005 and 27<sup>th</sup> April 2010 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (iv) In respect of State Bank of India, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii) and (iii) above refer to settlements entered into between State Bank of India, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).
3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19<sup>th</sup> October, 1966 and/or other subsequent settlement(s) including the above mentioned separate settlements hereinafter collectively referred to as said

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settlements shall stand modified or superseded to the extent and in the manner detailed hereunder.

- (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/ modified or superseded by this Settlement shall continue to remain in force.

**4. Scales of Pay**

In modification of Clause 4 of Bipartite Settlement dated 27th April 2010, with effect from 1<sup>st</sup> November 2012 the scales of pay shall be as under:-

**Clerical Staff**

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)		

**Subordinate Staff**

9560	$\frac{325}{4}$	10860	$\frac{410}{5}$	12910	$\frac{490}{4}$	14870	$\frac{570}{3}$
16580	$\frac{655}{3}$	18545	(20 years)				

*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.

**5. Stagnation Increments**

In partial modification of Clause 5 of Bipartite Settlement dated 27<sup>th</sup> April 2010, both clerical and subordinate staff (including permanent part-time employees on scale wages) shall be eligible for eight stagnation increments w.e.f. 1st November 2012 at the rate and frequency as stated herein under:

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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 eight stagnation increments at the rate of ₹1310/- and ₹655/- (pro rata in respect of permanent part-time employees) each due under this settlement, and at frequencies of 3 years and 2 years respectively, from the dates of reaching the maximum of their scales as aforesaid except that in the case of clerical staff, sixth, seventh and eighth stagnation increments will be released two years after receipt of fifth, sixth and seventh stagnation increments respectively, provided that an employee who has completed two years or more after receiving fifth stagnation increment as on 1st November 2012 shall receive the sixth stagnation increment as on 1st November 2012.

Provided further that a clerical / subordinate staff (including permanent part-time employees on scale wages) already in receipt of seven stagnation increments shall be eligible for the eighth stagnation increment on 1st May 2015 or two years after receiving the seventh stagnation increment, whichever is later.

**6. Definition of 'Pay'**

In reiteration of Clause 6 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, 'Pay' for the purpose of Dearness Allowance, House Rent Allowance (HRA) and superannuation benefits including for contribution to National Pension System (NPS) shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

**Note:**

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

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**7. Dearness Allowance**

In substitution of Clause 7 of Bipartite Settlement dated 27<sup>th</sup> April 2010 with effect from 1<sup>st</sup> November 2012, the Dearness Allowance shall be payable as per the following rates:-

**Clerical and Subordinate Staff**

0.10% of 'pay'

**Note:**

Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 4440 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.

**8. House Rent Allowance**

In substitution of Clause 9 of the Bipartite Settlement dated 27<sup>th</sup> April 2010 with effect from 1<sup>st</sup> November 2012, the House Rent Allowance payable shall be as under:

	Area	Rate as percentage of Pay [No Minimum/No Maximum]
(i)	Places with population of more than 45 lakhs and Project Area Centres in Group 'A'	10.00%
(ii)	Places with population of 12 lakhs and above including State of Goa and Project Area Centres in Group 'B'	9.00%
(iii)	Other places not covered in (i) and (ii) above	7.50%



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**Note:**

- (1) Where quarters are provided, HRA shall not be payable and the rent to be recovered shall be 0.3% of the first stage of the Scales of Pay.
- (2) All other existing provisions relating to House Rent Allowance shall remain unchanged.

**9. Special Allowance**

With effect from 1.11.2012, workmen employees shall be paid Special Allowance at 7.75% of the Basic pay with applicable DA thereon.

Note : The Special Allowance with applicable DA thereon shall not be reckoned for superannuation benefits viz., pension including contribution to NPS, PF & Gratuity.

**10. Transport Allowance**

In partial modification of Clause 10 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, Transport Allowance shall be paid as under, with effect from 1<sup>st</sup> November, 2012:

**Clerical and Subordinate Staff**

Upto 15 <sup>th</sup> stage of the scale of Pay	-	₹425/- per month
16 <sup>th</sup> stage of the scale of Pay and above	-	₹470/- per month

Provided that a sub-staff drawing transport allowance at ₹470/- per month, on being promoted to clerical cadre is fitted at a stage lower than 16<sup>th</sup> stage, he shall continue to be paid the same Transport Allowance of ₹470/- per month.

**Note:**

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

Upto 15 years of service	-	Pro rata @₹425/- per month
Above 15 years of service	-	Pro rata @₹470/- per month

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

**11. Special Pay**

In modification of Clause 11 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1<sup>st</sup> November 2012:

- (i) The Special Pay payable to the clerical staff and subordinate staff in banks other than State Bank of India, shall be as mentioned under Part-A in Schedule II to this Settlement.
- (ii) In all other aspects, the general rules and provisions contained in Chapter V of the Bipartite Settlement dated 19<sup>th</sup> October 1966 relating to special pay carrying posts, as modified from time-to-time, shall continue to apply.
- (iii) With effect from 1<sup>st</sup> November 2012, Graduation Pay and Professional Qualification Pay payable to the clerical staff in banks shall be as mentioned in Part B of Schedule II to this Settlement.
- (iv) The Special Pay, Graduation Pay and Professional Qualification Pay as mentioned in Part B of Schedule II shall rank for superannuation benefits.
- (v) 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.
- (vi) In reiteration of sub-clause (xv) of Clause 11 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, a member of the non-subordinate cadre acquiring a Graduate/National Diploma in Commerce or JAIIB/CAIIB (either or both parts) qualification/s at a time when he/she does not have the requisite number of increments in the scale to be earned as advance increments shall in the first instance be released



increments for such qualification(s) acquired to the extent available in the scale and in lieu of the remaining increments(s) not available for being so released as advance increments be granted / released the first installment of Graduation Pay or PQP, as the case may be. Release of subsequent installments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided that in the case of an employee acquiring such qualifications after reaching the maximum of the scale of pay, he shall be granted from the date of acquiring such qualification the first installment of Graduation Pay or PQP, as the case may be and the release of subsequent installments of Graduation Pay or PQP shall be with reference to the date of release of Graduation Pay or PQP under this clause.

Provided further that 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.

**12. Hill and Fuel Allowance**

In partial modification of Clause 12 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1<sup>st</sup> November 2012:



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

*Note:* All other existing provisions shall remain unchanged.

**13. Fixed Personal Pay**

In partial modification of Clause XIV of Bipartite Settlement dated 29th October 1993, Clause 13 of Bipartite Settlement dated 27th March 2000, Clause 13 of the Bipartite Settlement dated 2nd June 2005 and Clause 13 of Bipartite Settlement dated 27<sup>th</sup> April 2010, the Fixed Personal Pay shall be revised with effect from 1st November 2012 as per Schedule III.

**Note :** Only employees who were in the service of the bank on or before 1<sup>st</sup> November 1993 will be eligible for FPP, one year after reaching the maximum scale of pay, they are placed in.

**14. Payment of Overtime Allowance**

The overtime allowance paid to the employees for the overtime work performed upto the date of this settlement shall not be recalculated on account of this Settlement.

**15. Pension (including State Bank of India)**

With effect from 1<sup>st</sup> November 2012, the Pay as defined under Clause 6 of this Settlement and drawn by the employees who are members of the Pension Fund shall be taken into consideration for the purpose of calculation of pension as per the Pension Fund Rules/ Regulations in force.

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**Note:** Employees in service of the Banks as on 1st November 2012 and who have retired thereafter but before 25<sup>th</sup> May 2015 and who had opted for commutation of pension will have an option not to claim incremental commutation on revised basic pension.

**15(A). Pension for Part-time Employees**

With effect from 1<sup>st</sup> November 2012, for the purpose of calculating the amount of pension in respect of permanent part time employees in scale wages who are covered by the Pension Scheme, their actual service shall be reckoned for qualifying service and not pro rata. The actual service/qualifying service shall be calculated from the date of recruitment/appointment as permanent part time employee in scale wages or from 1<sup>st</sup> September 1978 whichever is later.

**15(B). Dearness Relief on Pension**

With effect from 1<sup>st</sup> November, 2012, in respect of employees who retired or died while in service on or after 1<sup>st</sup> November, 2012, Dearness Relief shall be payable at 0.10 % of the Basic Pension or Family Pension or Invalid Pension or compassionate allowance as the case may be. Dearness Relief in the above manner shall be paid half yearly for every rise or fall of 4 points over 4440 points in the quarterly average of the All India Consumer Price Index for industrial workers in the series 1960=100.

**16. Provident Fund**

It is reiterated that -

- (a) The employees who are presently covered under the Pension Scheme shall continue to contribute 10% of the Pay towards Provident Fund, but there shall be no matching contribution.
- (b) Employees of State Bank of India will continue to be covered by Contributory Provident Fund Scheme as hitherto.

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- (c) Employees who are presently covered under Contributory Provident Fund Scheme and have not opted for Pension Scheme under the Settlement dated 27<sup>th</sup> April 2010 shall continue under the Contributory Provident Fund Scheme as hitherto.

**17. Medical Aid**

In partial modification of Clause 17 of the Bipartite Settlement dated 27<sup>th</sup> April 2010, with effect from 1st November 2012, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of ₹2200 /- per annum.

For the year 2012, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December 2012.

**18. Definition of 'Family':**

In substitution of Clause 18 of the Bipartite Settlement dated 27<sup>th</sup> April 2010. for the purpose of medical facilities and for the purpose of leave fare concession, the expression 'family' of an employee shall mean -

- (i) the employee's spouse, wholly dependent unmarried children (including step children and legally adopted children) wholly dependent physically and mentally challenged brother/ sister with 40% or more disability, widowed daughters and dependent divorced/ separated daughters, sisters including unmarried/ divorced/ abandoned or separated from husband/ widowed sisters, as also parents wholly dependent on the employee.
- (ii) The term wholly dependent family member shall mean such member of the family having a monthly income not exceeding ₹10,000/- p.m. If the income of one of the parents exceeds ₹10,000/- p.m. or the aggregate income of both the parents exceeds ₹10,000/- p.m., both the parents shall not be considered as wholly dependent on the employee.

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