Memoranda of Settlement

dated
17th September 1984
(Fourth Bipartite Settlement in respect of 'A' Class Banks)

28th February 1985
(Fourth Bipartite Settlement in respect of 4 'B' Class Banks)

5th January 1987
(In respect of supplementary Fourth Bipartite Settlement: Residual Issues)

29th March 1987
(Second Settlement on Computerisation/Mechanisation)

between

Management of Certain Banks
(represented by Indian Banks' Association)

and

their workmen
(represented by AIBEA and NCBE)

INDIAN BANKS' ASSOCIATION

Stadium House, 6th Floor,
81-83, Veer Nariman Road, Bombay-400 020.
Fourth Bipartite Settlement  
(17th September, 1984)

Regarding 'A' Class Banks

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(28th February 1985)

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MEMORANDUM OF SETTLEMENT dated 17th September 1984, between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(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)

Name of the Parties

55 Banks which are on date 'A' Class Banks and listed in Schedule I to this Memorandum of Settlement and their workmen

Representing the Employers:

1. Shri B. V. Sonalker
2. Shri M. N. Goiporia
3. Shri S. L. Baluja
4. Shri R. Srinivasan
5. Shri L. B. Bhide
6. Shri P. S. V. Mallya
7. Shri A. V. Rajagopalan
8. Shri M. Ram Mohan Rao
9. Shri C. R. Vaitheeswaran
10. Shri G. Chandran
11. Shri R. S. Gupta
12. Shri R. K. Ghotgalkar
13. Shri K. Venkatachari
14. Shri N. S. Pradhan
15. Shri B. D. Upasani
16. Shri S. Mohan Kumar
17. Shri V. S. Kamat Khadpe

Duly authorised on behalf of the Indian Banks' Association
Representing the workmen:

1. Shri Prabhat Kar
2. Shri K. K. Mundul
3. Shri P. S. Sundaresan
4. Shri Tarakeshwar Chakraborti
5. Shri D. P. Chadha
6. Shri N. Sampath
7. Shri A. Sundara Rao
8. Shri P. N. Tewari
9. Shri R. D. Trivedi
10. Shri Sudesh Kumar
11. Shri T. B. Rai

All India Bank Employees' Association.

1. Shri O. P. Gupta
2. Shri S. N. Duber
3. Shri M. Rajgopal
4. Shri P. Balagopala Menon
5. Shri M. R. Awasthi
6. Shri P. Lakshminarasaiah
7. Shri C. Coutto
8. Shri Gurudas Chatterjee
9. Shri S. P. Raman
10. Shri M. M. Pednekar
11. Shri A. L. Chopra

National Confederation of Bank Employees.
SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of certain member banks signed Settlements with the All India Bank Employees' Association (AIBEA) and National Confederation of Bank Employees (NCBE) (hereinafter called the "Unions") representing the workmen staff in banks, on 1st August 1979, and 31st October 1979 regarding various terms and conditions of service of workmen staff in the said banks. The Settlements were to remain in force for a period of four years with effect from 1st September 1978 and the said period expired on 31st August 1982;

(b) The AIBEA and the NCBE submitted their fresh Charters of Demands for revision of wages and other service conditions on 3rd January 1983 and 22nd February 1983, respectively to the IBA, and further requested to hold discussions with them, with a view to arriving at an amicable settlement;

(c) By a Memorandum of Settlement dated 7th April 1980, certain demands/issues set out in the Second Schedule to that Memorandum were referred to arbitration by a Board of Arbitrators. Since the arbitrators by their award dated 11th May 1981, awarded that the reference to the Board was misconceived and invalid and, therefore, liable to be dismissed, the parties thereafter discussed the said demands and issues amongst themselves on several occasions and signed Settlements on 8th September 1983. Clause 6 of the Settlement regarding Mechanisation and Computerisation laid down that the demands raised on behalf of the workmen by the AIBEA and NCBE in their Charters of Demands dated 3rd January 1983 and 22nd February 1983, respectively will be discussed and negotiated between the parties with a view to arriving at a negotiated settlement;

(d) The parties accordingly discussed the said demands on several occasions and an agreement has been reached in respect thereof and the same is recorded in this Settlement;
(e) The IBA has also served on the Unions on 26th March 1984, a list of the issues on behalf of the managements of the banks, to be discussed and settled with a view to improving productivity in banks, providing for efficiency and better customer service, maintenance of better discipline and promote harmonious industrial relations;

(f) The parties accordingly discussed the said issues on several occasions and an agreement has been reached in respect thereof and the same is also recorded in this Settlement;

(g) The parties agree that the matters agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act 1947, and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules, 1957.

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

TERMS OF SETTLEMENT

GENERAL

1. In respect of 55 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, it is agreed that the provisions of the Sastry Award 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 19th October 1966, 12th October 1970, 23rd July 1971, 8th November 1973, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions except to the extent that the same are modified by this Settlement.
2. In respect of State Bank of India, it is agreed that the provisions of the Awards as modified by the Settlements dated 31st March 1967, 24th February 1970, 15th September 1970, 1st August 1979, 31st October 1979 and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

3. In respect of Bank of Baroda, it is agreed that the provisions of the Awards as further modified by the Settlements dated 23rd December 1966, 19th December 1970, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

4. In respect of State Bank of Saurashtra, it is agreed that the provisions of the Awards as further modified by the Settlements dated 11th November 1966, 1st August 1979, 31st October 1979, and 21st April 1980, and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

5. In respect of Indian Overseas Bank, it is agreed that the provisions of the Awards as further modified by the Settlements dated 14th December 1966, 17th December 1970, 29th July 1972, 23rd March 1973, 1st August 1979, 31st October 1979 and 21st April 1980 and the two Settlements dated 8th September 1983, shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

6. In respect of Bank of Baroda, State Bank of Saurashtra and Indian Overseas Bank, Settlements referred to in Paragraphs 3, 4 and 5 refer to Settlements entered into between Bank of Baroda, State Bank of Saurashtra and Indian Overseas Bank with the All India Bank of Baroda Employees’ Federation, All India State Bank of India Staff Federation and the All India Overseas Bank Employees’ Union, respectively, representing the workmen of those banks (hereinafter referred to as the said Settlements).
Wherever by this Settlement the provisions of the First Bipartite Settlement dated 19th October 1966, or any other subsequent Settlement(s) have been amended, modified or superseded, the relative provisions of the said Settlements shall, in the same manner and to the same extent stand amended, modified or superseded.

I. Scales of Pay

In supersession of Clause 6-i of the Settlement dated 1st August 1979 and subject to Clause XIX of this Settlement the following shall apply:

(i) **Sub-staff**

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<td>25-730-30-790</td>
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(ii) **Clerical staff**

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<tr>
<td></td>
<td>1280-95-1660</td>
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<td></td>
<td>(20 years)</td>
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**Notes:**

(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.

II. **Dearness Allowance**

In supersession of Clause 6-ii of the Settlement dated 1st August 1979 read with Clause i of the
Settlement dated 31st October 1979, the Scheme of Dearness Allowance shall be as follows:

(i) **Sub-staff**

1.20% of "pay" (i.e., Basic Pay, Special Allowance if any, and Officiating Allowance, if any, payable under this Settlement) for every rise of 4 points over 332 in the quarterly average of the All India Average Working Class Consumer Price Index (General). Base 1960 = 100;

(ii) **Clerical staff**

1% of "pay" (i.e., Basic Pay and Officiating Allowance, if any, under this Settlement, but not Special Allowance, if any) for every rise of 4 points over 332 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100, subject to a maximum of Rs. 15.80 for each such rise of four points;

*Note*: Such of those members of the clerical staff who are in receipt of "non-adjustable personal allowance" of Rs. 19.80 at the maximum of the scale of pay on or prior to 1st August 1979 will continue to draw the same allowance which shall rank for such benefits as dearness allowance shall rank.

(iii) For the purpose of calculating dearness allowance, 'quarter' shall mean the period of three months ending on the last day of March, June, September or December;

(iv) Final index figures as published in the Gazette of India or the Indian Labour Journal, whichever is earlier, shall be the index figures which shall be taken for the purpose of calculation of dearness allowance;
(v) For the purpose of calculating the dearness allowance of any particular month, the quarterly average for the last quarter for which the final index figures are available on the 15th day of that month should be taken. Thus, if the dearness allowance for the month of August is to be calculated, the quarterly average for the last quarter for which final index figures are available on the 15th August should be taken.

III. City Compensatory Allowance

1. (A) In supersession of all provisions in previous Settlements and subject to Clause XIX of this Settlement, City Compensatory Allowance will be payable at the following rates:

(i) **Sub-staff**

(a) 8% of basic pay — minimum Rs. 40/- and maximum Rs. 60/- p.m. for the existing centres (including Urban Agglomeration of Panaji and Marmugao).

(b) 41/2% of basic pay — minimum Rs. 30/- and maximum Rs. 35/- p.m. for new centres (i.e., places with population of 5 lakhs and over and state capitals and Chandigarh, Pondicherry and Port Blair).

(ii) **Clerical staff**

(a) 10% of basic pay — minimum Rs. 65/- and maximum Rs. 140/- p.m. for the existing centres (including Urban Agglomeration of Panaji and Marmugao).

(b) 6% of basic pay — minimum Rs. 45/- and maximum Rs. 90/- p.m. for new centres (i.e., places with population of 5 lakhs and over and state capitals and Chandigarh, Pondicherry and Port Blair).
(iii) For the purpose of CCA, the latest available official figures of the all India Census shall be taken into account.

(B) (i) For workmen who were in service in Area I (other than Nagpur and Pune) as on 31st December, 1969 and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement, shall rank for calculation of overtime, bonus and provident fund as under:

- 100% for overtime;
- 100% for bonus; and
- 50% subject to a maximum of Rs. 30/- per month for provident fund contributions.

(ii) For a workman who joined service in Area I between 1st January 1979 and 31st July 1970 (both days inclusive), only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement, shall rank for calculation of overtime and bonus only.

(iii) In the case of a workman of State Bank of India who was in service in Area I (other than Nagpur and Pune) as on 31st December, 1969 and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions applicable prior to this Settlement, shall rank as pay for computation of overtime wages. Fifty percent of such amount of City Compensatory Allowance, subject to a maximum of Rs. 30/- per month, shall rank for provident fund contributions.
2. A workman transferred from one CCA centre to another and where in the former, the CCA is higher than in the latter (the former hereinafter referred to as 'higher CCA centre' and the latter 'lower CCA centre'), shall draw the CCA applicable to the lower CCA centre and the difference in the allowance between the higher CCA centre and the lower CCA centre as on the date of transfer shall be protected by way of "adjusting allowance" which will be withdrawn as under:

(a) if the transfer has been effected at the request of the workmen, the "adjusting allowance" shall be withdrawn after one year from the date of transfer;

(b) if the transfer has been effected otherwise than at his request, the "adjusting allowance" shall be withdrawn in three equal annual instalments, the first instalment to commence one year after the date of transfer.

3. A workman transferred from a CCA centre to a non-CCA centre, the CCA which was being paid to him on the date of his transfer shall be protected by way of "adjusting allowance" which will be withdrawn in the same manner as set out in (2) above.

4. In the case of a workman who has been transferred otherwise than at his request from a CCA centre to a non-CCA centre prior to the date of this Settlement, and was drawing or was entitled to draw CCA, shall continue to draw the same amount as CCA which was being paid to him as per the terms and conditions applicable prior to this Settlement.

5. Notwithstanding what is stated above, in the case of a workman who was in service in
Area 1 (other than Nagpur and Pune) on or before 1st January 1970 and transferred otherwise than at his request, to a non-CCA centre after the date of this Settlement, he will be paid CCA equivalent to an amount which would have been paid to him on the date of his transfer as per the terms and conditions applicable prior to this Settlement and the difference between that amount and the actual amount of CCA drawn by him on the date of transfer shall be protected as "adjusting allowance" to be withdrawn in the same manner as set out in (2) above.

(6) A workman who had been or may be transferred from a non-CCA centre to a CCA centre (lower or higher) or from a lower CCA centre to a higher CCA centre and is transferred back to a non-CCA centre or lower CCA centre, as the case may be, before the completion of one year in the said CCA centre, shall cease to draw CCA on his re-transfer to the non-CCA centre or will draw CCA at the rate applicable to the lower CCA centre from which he was transferred; provided further that where such period is extended at his request beyond one year but not exceeding two years from the date of his original transfer, then on his re-transfer to a non-CCA centre or lower CCA centre, he shall cease to draw CCA on transfer to a non-CCA centre or draw CCA at the rate applicable to the lower CCA centre from which he was originally transferred.

(7) If a workman is transferred from a non-CCA centre to a CCA centre (higher or lower) he shall be entitled to CCA at the rates applicable to such centre subject to the provisions laid down in this Settlement.

(8) Where a workman is initially recruited in a CCA centre (higher or lower) for eventual
posting to a new branch/office to be opened at a non-CCA centre (or lower CCA centre) letter of appointment issued to him by the bank shall clearly specify the state and the place(s) in which he would be eventually posted. In such a case the workman shall be started on the CCA centre emoluments and so long as he remains at the CCA centre, he shall be paid as 'local allowance' the difference between the emoluments of the other place and the CCA centre in which he is temporarily posted.

If, within one year of his appointment, he is not posted to the other place for which he was recruited, he shall be deemed to have been appointed in the CCA centre in which he was temporarily posted on recruitment. In that event the 'local allowance' drawn by him till then shall be regularised.

(9) Goa Allowance – CCA and HRA

In respect of employees covered by Clause I (a) of the Settlement dated 21st April 1980, between the Indian Banks' Association and the All India Bank Employees' Association and National Confederation of Bank Employees and who continue to be in Goa as on the date of this Settlement and are in receipt of Goa Allowance, if the aggregate of HRA and CCA provided under this Settlement falls short of the Goa Allowance as payable to them under the Settlement, such shortfall will be continued to be paid to them as Goa Allowance as per provisions contained in the Settlement dated 21st April 1980, referred to above.

IV. House Rent Allowance

Clerical and Subordinate Staff

In supersession of Clause 6-IV of the Third Bipartite Settlement dated 1st August 1979, House Rent
Allowance payable to the clerical and subordinate staff shall be at the following rates subject to Clause XIX and Sub-clause (9) of Clause III of this Settlement:

(i) At Special Places and Semi-Special Places – 12½% of pay, minimum Rs. 55/- and maximum Rs. 220/- p.m.

(ii) At places with population of 2 lakhs and over (other than Special and Semi-Special Places) and State Capitals and Capitals of Union Territories – 10% of pay, minimum Rs. 50/- and maximum Rs. 175/- p.m.

(iii) At places with population of 10,000 and over but below 2 lakhs – 8% of pay, minimum Rs. 40/- and maximum Rs. 140/- p.m.

(iv) At places with population of less than 10,000 – 6% of pay, minimum Rs. 30/- and maximum Rs. 100/- p.m.

Note: ‘Pay’ for the purpose of calculating House Rent Allowance shall mean basic pay and wherever payable, stagnation increments, officiating allowance, and special allowance in full or in part as will be ranking for Provident Fund benefits.

V. Special Allowances

In supersession of Clause 6-V of the Bipartite Settlement dated 1st August 1979, read with Clause II of the Settlement dated 31st October, 1979 and subject to Clause XIX of this Settlement, the special allowances payable to workmen:

(a) in banks other than State Bank of India, shall be at the rates given in Schedule II of this Settlement; and
(b) in State Bank of India, shall be at the rates to
be settled in accordance with the principles
adopted in this Settlement for other banks.

The revised rates of special allowance for educational
qualifications and the amount of special allowance
ranking for superannuation benefits shall be as
prescribed in the same Schedule.

While the special allowance of the clerical staff
will not attract dearness allowance, the same
payable to the members of the subordinate staff will
continue to rank for dearness allowance.

The duties as improved or retained as they are and
attracting special allowances in banks other than
State Bank of India, shall be as set out in Schedule
III to this Settlement and shall be in supersession
of Appendix 'B' to the Bipartite Settlement dated
19th October, 1966 and Schedule II to the Bipartite
Settlement dated 31st October 1979. In all other
respects the General Rules and Provisions contained
in Chapter V of the Bipartite Settlement dated
19th October 1966 as modified from time to
time shall continue to apply.

VI. Filling up the Posts of Special Assistants

Without prejudice to Clause 5.14(ii) of the First
Bipartite Settlement dated 19th October 1966,
with effect from the date of this Settlement, in the
matter of filling up posts of Special Assistants in
the clerical cadre, suitability be determined in member
banks having the post of Special Assistants by
interview of senior employees with weightage for
qualifications. Where such suitability is assessed
only on the basis of interview there shall be a period
of probation for six months.

Where the written test system already exists in any
bank on the date of the Settlement, the same may
continue.
VII. Other Allowances

1. Washing Allowance

(i) In supersession of Clause 9 of the Third Bipartite Settlement dated 31st October 1979, washing allowance will be paid to members of the staff entitled to uniforms at the rate of Rs. 15/- p.m. at all centres, with effect from 1st September 1984.

(ii) No washing allowance would be payable –
(a) where washing arrangements are made by the bank;
(b) for the period of leave where such leave exceeds 30 days.

(iii) All members of the staff who are supplied with uniforms shall wear them while on duty and in clean condition.

2. Cycle Allowance

In partial modification of Clause 10 of the Third Bipartite Settlement dated 31st October 1979, cycle allowance would not be paid to a member of the subordinate staff entitled to cycle allowance for the period of leave, where such leave exceeds 30 days.

VIII. Stagnation Increments

It is clarified that with effect from 1st July 1983, each of the stagnation increments as provided for in Clause I of the Bipartite Settlement dated 8th September 1983, will be equivalent to the last increment in the revised scales of pay as prescribed under this Settlement.

IX. Sick Leave

In supersession of Clauses 13.29, 13.30, 13.31, 13.32 and 13.33 regarding provision of sick leave
in the First Bipartite Settlement dated 19th October 1966, and in supersession of similar provisions if any, regarding sick leave that are existing in banks, the following provisions of sick leave shall apply with effect from 1st July, 1983.

1. An employee shall be granted sick leave at the rate of one month for each year of service subject to a maximum of 18 months during his entire service, provided that where an employee has put in a service of 24 years, he shall be eligible to additional sick leave at the rate of one month for each year of service in excess of 24 years, subject to three months of additional sick leave.

Note: Sick leave will be granted on pro-rata basis during the first year of service.

2. Sick leave shall be on half substantive pay, provided that an employee if he so requests, shall be permitted to avail of sick leave on full substantive pay up to a maximum of nine months during the full period of service, such leave on full substantive pay being entered as twice the amount of leave taken, in his sick leave account. Additional sick leave admissible for service in excess of 24 years shall, however, not be convertible into leave on full substantive pay.

3. Casual leave not availed of by an employee in a calendar year shall be converted into sick leave on full substantive pay and such sick leave in lieu of unavailed casual leave shall be over and above the maximum period provided in Sub-clauses (1) and (2) above.

4. All sick leave shall be granted on production of a medical certificate acceptable to the bank.

Explanation

Where the request of an employee for sick leave was not granted between the period 1st July 1983 and
the date of this Settlement merely on the ground that no sick leave was due to him under the previous Settlements, the same shall be granted by the bank at the request of the employee in terms of this Settlement if it is otherwise in order.

X. Travel on Duty/Transfer and Leave Fare Concession

1. In partial modification of Clause 23(c) of the Third Bipartite Settlement dated 31st October 1979, the members of the workmen staff eligible for leave fare concession, shall be given an irrevocable and final option to choose between two years or four years terms for availing of leave fare concession, and the employee shall exercise his option within a period of three months from the date of the communication issued by the bank concerned in this behalf.

2. In partial modification of para 540 of the Sastry Award, Para 6.70 of the Desai Award and Clause 10.3 of the First Bipartite Settlement dated 19th October 1966, an employee other than a member of the subordinate staff while travelling from one station to another, on transfer or on duty or on leave fare concession will be entitled to travel by first Class by train for the journey during day and/or night. If the travel is by steamer he will be entitled to the lowest cabin class or appropriate class equivalent to the fares payable by first class railway fare, whichever is higher.

3. In the Sastry Award, Sub-clause (3) of para 540 and Sub-clause (2) of para 544 shall be deleted. It is clarified that no expense will be payable in respect of the servant.

XI. Weekly off, Staggering and Split Duty

1. Clauses 14.5 and 14.15 of the First Bipartite Settlement dated 19th October 1966, and in respect
of State Bank of India, Clauses 10.5 and 10.15 of the Bipartite Settlement dated 31st March 1967, relating to working hours will be substituted by the following:

14.5/10.5 The banks will be at liberty to fix at their discretion the actual timings of work, provided the maximum number of hours of work applicable are being observed. It is agreed that any change made by the bank in the actual timings of work of any workman for staggering purposes as also any change in the weekly holiday of any workman consequent upon a change made by the bank in the weekly holiday of a branch/office will not require a notice of change under Section 9-A of the Industrial Disputes Act, 1947. Sufficient advance intimation of such change in actual timings of work will, however, be given to the workman concerned.

14.15/10.15 For the work done on Sundays or any other weekly off day and holidays, to which he may be entitled, a workman (including a peon who is asked to work as a watchman on such days) will be paid for the entire period of work at 200% of his hourly emoluments, unless any such day happens to be a working day for him.

2. It is confirmed and clarified that the provisions contained in Clause 13 of the Third Bipartite Settlement dated 31st October 1979 relating to staggering of working hours and split duty allowance will continue to apply to drivers also.

XII. Medical Aid and Expenses

1. In supersession of Clause 6-VI of the Third Bipartite Settlement dated 1st August 1979 and subject to Clause XIX of this Settlement the total expenses from January to December of each calendar year on account of medical attendance
and treatment payable by a bank to a workman shall not exceed the following limits:

(i) For workmen with service up to 5 years (till the completion of 5th year) Rs. 350/- per annum.

(ii) For workmen who have completed 5 years service and above Rs. 500/- per annum.

The amount of total expenses from January to December of each calendar year will be allowed to be accumulated so as not to exceed at any time 3 times the maximum amount provided under this Settlement, subject to explanation below:

Explanation

(i) A workman will qualify for medical aid at the higher rate effective from the same calendar year if he completes fifth year of service on or before 30th June of that year and with effect from the next calendar year if he completes the fifth year of service on or after the 1st July of the year.

(ii) For the year 1983, the increase in medical aid will be one half of the increased entitlement under this Settlement.

2. In partial modification of the Sastry Award paragraph 450(9) and paragraph 11.20 of the Desai Award and Clause 15.1(5) of the First Bipartite Settlement dated 18th October 1966, reimbursement of medical expenses of a workman and his family may be made on the strength of the concerned workman’s certificate of having incurred such expenses duly supported by a statement of accounts for the amounts claimed.

3. Item 1 (1) of Schedule II of the Settlement dated 8th September 1983 will be substituted by the following:
“(i) Hospitalisation charges to the extent stated above will be reimbursed in case of all ailments which require hospitalisation.”

XIII. Age of Retirement

In reiteration of Chapter XVIII of the First Bipartite Settlement dated 19th October 1966 and similar provisions in the Settlements of other member banks who are parties to this Settlement, it is stated as under:

(i) For banks other than State Bank of India

"After a workman has reached the age of 57 years, he may be retired after giving him two months’ notice in writing in case his efficiency is found by the employer to have been impaired. Subject to this rule and also subject to any rule under an existing pension fund, a workman shall not be compelled to retire before he is 60 years old nor will it be necessary to give a workman a letter extending his services till he is sixty years old."

(ii) For State Bank of India

"A workman shall normally retire on reaching the age of 58 years. The Bank will, however, grant to a workman who continues to be physically fit and efficient an extension of service up to 60 years of age, but service beyond 58 years of age will not be counted for any purpose with or in relation to pension."

XIV. Disciplinary Action

1. The following Sub-clauses shall respectively be added as (m), (n) and (o) under ‘Gross Misconduct’ in Clause 19.5 of the First Bipartite Settlement dated 19th October 1966 and as (n),
(o) and (p) in Clause (4) of Paragraph 521 of the Sastry Award as applicable to State Bank of India:

(m)/(n) Knowingly making a false statement in any document pertaining to or in connection with his employment in the bank.

(n)/(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 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)/(p) 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)/(o) 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.

2. The following shall be added as Sub-clause (m) under 'Minor Misconduct' in Clause 19.7 or the First Bipartite Settlement dated 19th October 1966 and in Clause (6) of Paragraph 521 of the Sastry Award as applicable to State Bank of India:

(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) in the First Bipartite Settlement dated 19th October, 1966 as amended and Sub-clause (o) in Sastry Award as amended as applicable to State Bank of India 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.
3. In Sub-clause (b) of Clause 19.12 of the First Bipartite Settlement dated 19th October 1966 and in Paragraph 521 (10) (b) of the Sastry Award as applicable to State Bank of India for the words, "pending such enquiry" the words, "pending such enquiry or initiation of such enquiry" shall be substituted.

4. In partial modification of Clause 19.16 of the First Bipartite Settlement dated 19th October 1966 and corresponding provision in any Award or Settlement of any bank, where any notice, order, charge-sheet, intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as good service.

5. The amendments made under this Clause shall take effect from the date of this Settlement.

XV. Clarification on Policy regarding Transfer

In Paragraph 535(i) of the Sastry Award the words "Registered Bank Employees Union" shall mean and refer to a union registered under the Trade Unions Act, 1926, and not to branch/regional/zonal level units thereof.

XVI Voluntary Cessation of Employment by the Employees

In supersession of Clause 2 of the Settlement dated 8th September 1983 the following shall apply:

Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently
extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice, stating, *inter alia*, the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

In case of an employee who has gone abroad, and has not submitted any application for leave and absents himself for a period of 150 or more consecutive days without or beyond any leave to his credit or absents himself for 150 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended and where the management has reasons to believe that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee's last known address calling upon the employee to report for duty within 30 days of the notice. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. In the event of the
employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service.

XVII. Part-time Employees

In modification of Clause 14(ii) of Third Bipartite Settlement dated 31st October 1979, part-time workmen who are members of the subordinate staff and whose normal total working hours per week are more than three hours but less than six hours, shall be paid a minimum of Rs. 100/- p.m. as consolidated wages.

XVIII. Improvement in Working in Bank's Branches / Offices etc.

1. Having regard to the vital role of the banking industry in the national economy and the various social and economic responsibilities they have been entrusted with from time to time, parties agree that there is a need to improve housekeeping in the offices/branches of banks throughout the country, to ensure efficient, cordial and speedy customer service at all times in the banking industry and to promote harmonious industrial relations and better discipline at all levels.

2. (1) Every workman shall take all possible steps to ensure and protect the interest of the bank and discharge his duties with utmost integrity, honesty, devotion and diligence.

   (2) Every workman shall be at his place of work, commence the allotted work at the time fixed and notified, work for the full prescribed hours of work and give maximum output.

3. Unions agree that the authority of the branch manager/officer-in-charge in matters like deployment of staff from time to time and enforcement of
rules of the bank in the matter of discipline, customer service and the like, shall be respected by all workmen so as to ensure that the day-to-day smooth and efficient functioning of the branch/office/department is not adversely affected. If, however, there be any grievance or dissatisfaction in regard to the handling of such matters by the branch manager or any other authority or in regard to the exercise of such authority, the matter shall be resolved expeditiously and amicably through mutual discussions with the branch manager or the authority concerned either by the aggrieved workman himself or by the office-bearer(s) of the concerned union or its unit avoiding dislocation of customer service.

Managements discourage abuse of authority on the part of any branch manager or other authority concerned.

Unions deprecate use of any violence or abusive language or vulgar slogans by name against individual officers or their family members.

4. In furtherance of the objective towards improvement in working, parties reiterate for adherence by all concerned of what have been agreed to in Annexure I to the Settlement dated 31st October 1979.

"ANNEXURE I"

Restrictive Practices

Preamble – The IBA, AIBEA and NCBE are in full agreement that no efforts should be spared by them to ensure efficient, courteous and speedy customer service in the banking industry. With this common objective in view, some "restrictive practices" were gone into jointly. The unions do not accept that there are any such practices. It is admitted by both sides that the details of situations or circumstances
in which certain incidents might have taken place are not available and hence they cannot be gone into in detail. The Unions, however, make it clear that it has never been the intention of the Unions to indulge in any restrictive practices. The IBA concedes that in view of the size of the industry, there are difficulties in attaining perfection in the matter of control of the large workforce and also of regulation and distribution of work at all the offices in the country. Both, IBA and the Unions agree that much depends on the climate that develops and the relations that are built at the various offices by mutual understanding and respect for each other's difficulties.

Accordingly, the IBA, AIBEA and NCBE jointly express themselves on the issues as under:

(1) It is for the management to distribute the work equitably amongst the employees with a view to ensuring that every one has a full day's work. Adjustments would, however, become necessary in the day-to-day working of the offices and in the interest of smooth working, the workmen should carry out all reasonable orders of the local management. The workmen would, however, be free to take up with the management any genuine difficulty in this behalf. The question of fixing any arbitrary ceiling on quantum of work by the employees themselves does not, however, arise.

(2) While the services of senior employees would generally be utilised on desks requiring experience and knowledge, no one should refuse to work on any desk in exigencies that may arise.

(3) The allotment of ledger/s to ledger keepers would depend on the number of transactions and the volume of work and not on the number of ledgers. Accordingly, it may be justifiable and necessary to allot more than one ledger, whether in Current Account, Cash Credit, Demand Loan, etc.
(4) Employees with double designations such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash.

(5) Where volume of cash work is not heavy, a cashier may be required to work both as a paying and receiving cashier.

(6) Godown-keepers attached to branches may be required to perform clerical duties whenever they are free from godown work.

(7) The system of checking payment made by an employee by another employee and of entrusting the job of issuing tokens exclusively to an employee, are prevailing only in certain banks at certain centres. The managements may decide on their own about the necessity of continuance or otherwise of these systems.

(8) On special occasions it might be necessary to attend to cash transactions outside business hours. However, due care and caution should be exercised by managements in entertaining such late transactions; such late transactions should be duly authorised by a competent official.

(9) Normally cash should be accepted/paid at the cash counter. But employees—should accept/make payment of cash other than at cash counters under instructions from a competent official in special circumstances and in such cases the concerned employees would be granted immunity from attendant risks.

(10) The work of clerks posted in administrative offices includes drafting of letters, dealing with correspondence, etc. Similar work of a routine nature should also be performed by clerks posted
(4) Employees with double designations such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash.

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(8) On special occasions it might be necessary to attend to cash transactions outside business hours. However, due care and caution should be exercised by managements in entertaining such late transactions; such late transactions should be duly authorised by a competent official.

(9) Normally cash should be accepted/paid at the cash counter. But employees should accept/make payment of cash other than at cash counters under instructions from a competent official in special circumstances and in such cases the concerned employees would be granted immunity from attendant risks.

(10) The work of clerks posted in administrative offices includes drafting of letters, dealing with correspondence, etc. Similar work of a routine nature should also be performed by clerks posted
in branches/departments and offices other than administrative offices.

(11) The balancing of ledgers/registers and calculations of monthly products/interest, etc., should not be claimed as work to be necessarily and essentially performed only outside normal working hours.

(12) An employee who is assigned special allowance duties must, subject to availability of time, also perform routine duties of his cadre."

XIX. Re-categorisation of Banks

(1) In partial modification of Paragraphs 4.128 and 4.129 of the Desai Award and Clause 2.2 of the First Bipartite Settlement dated 19th October 1966, and Clause 2 of the Second Bipartite Settlement of 12th October 1970, parties agree that on and from 1st January 1986, banks shall be re-classified into two classes as under:

(i) ‘A’ Class: Banks with working funds amounting to Rs. 85 crores and above and all foreign banks.

(ii) ‘B’ Class: Banks with working funds below Rs. 85 crores.

(2) Notwithstanding the provisions of Sub-clause (1) above, in banks which are classified as ‘A’ class banks immediately prior to 1st January 1986 and which come under the classification of ‘B’ class banks on 1st January 1986, all permanent workmen (whether full-time or part-time and including workmen on probation) who are in service immediately prior to 1st January 1986, shall continue to be governed by the pay scales, allowances and other terms and conditions of service applicable to ‘A’ class banks under this Settlement and such pay scales, allowances and other terms and conditions
of service shall be personal to such workmen. All workmen (whether full-time or part-time and including workmen on probation) recruited on or after 1st January 1986, shall be governed by the pay scales, allowances and other terms and conditions of service applicable to such 'B' class banks as provided hereinafter.

XX. 'B' Class Banks

Parties agree that the demands of the Unions contained in the respective Charters of Demands dated 3rd January, 1983 and 22nd February 1983, for revision of pay scales, allowances and other terms and conditions of service of workmen in 'B' class banks will be discussed and settled as early as possible but not later than 30th November, 1984, and brought into force in banks, which are 'B' class banks on the date of this Settlement and in banks which will become 'B' class banks on and from 1st January 1986 by virtue of Clause XIX of this Settlement.

XXI. Special Provisions regarding State Bank of India

In Supersession of Clause 7 of the Third Bipartite Settlement of 1st August 1979 and Clause 24 of the Third Bipartite Settlement dated 31st October 1979, the special compensatory provisions and the compensation in regard to Adjusting Allowance and Adjustable Dearnness Allowance payable to workmen in State Bank of India shall be revised suitably.

XXII. Special Provision for Bank of India

The employees in the Bank of India who were in the service of the Bank on 1st January 1970 and were drawing a "Personal Allowance" will continue to draw the "Personal Allowance" payable to them in terms of the Settlement dated 12th October 1970 subject to that allowance being
consolidated as per the Scheme of the present Settlement in respect of Special Allowances.

XXIII. **Special Provisions in respect of Some Foreign Banks**

Those workmen of the foreign banks who, in terms of the Settlements dated 1st March, 1971 and 8th June 1971, receive "Special Pay" and/or "Additional Special Pay" over and above the existing scales of pay, shall have their "Special Pay" and/or "Additional Special Pay" consolidated as per the pattern and formula applicable to special allowance in this Settlement and thereafter the same shall be treated as under:

(a) 59.4% of the consolidated "Special Pay" shall reckon for all purposes such as city compensatory allowance, house rent allowance, bonus, provident fund, gratuity/pension.

(b) In respect of consolidated "Additional Special Pay" the same shall reckon for all purposes as above except that it shall not reckon for provident fund and gratuity/pension, that is, super-annuation benefits.

XXIV. **Implementation**

For the purpose of making the requisite adjustments and payments under this Settlement, the banks will have time of three months from the date of this Settlement. The existing provisions for the purpose of calculation and payment of overtime will continue to apply from 1st July 1983, till the date of this Settlement, notwithstanding the fact that the new scales of pay, dearness allowances, etc. have come into operation in the meantime.

XXV. **Date of Effect and Operation**

(1) This Settlement shall, unless expressly provided otherwise in this Settlement, come into force with retrospective effect from 1st July 1983 and shall be binding on the parties for four years from 1st July 1983;
(2) 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:

(3) The AIBEA and NCBE on behalf of the workmen agree that during the operation of this Settlement, the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement:

(4) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

XXVI. **Interpretation**

If any doubt or difficulty arises 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 and the All India Bank Employees' Association and the National Confederation of Bank Employees for discussion and settlement.

**For Indian Banks' Association**

(S/Shri)

B. V. Sonalkar
M. N. Goiporia
R. Srinivasan
L. B. Bhide
P. S. V. Maliya
A. V. Rajagopal
M. Ram Mohan Rao
C. R. Vaitheeswāran

G. Chandran
R. S. Gupta
R. K. Ghotgalkar
K. Venkatachari
N. S. Pradhan
B. D. Upasani
S. Mohan Kumar
V. S. Kamat Khadpe
For All India Bank Employees’ Association

Prabhat Kar
K. K. Mundul
P. S. Sundaresan
Tarakeswar Chakraborti
D. P. Chadha
N. Sampath

For National Confederation of Bank Employees

O. P. Gupta
S. N. Duber
M. Rajgopal
P. Balagopala Menon
M. R. Awasthi
P. Lakshmi Narasaiah

Witness:

(R. Mascarenhas)
(A. Sunder Rao) (Gurudas Chatterjee)
(P. N. Tewari) (A. K. Singh)

C.C. to:
1. Asst. Labour Commissioner (Central)
2. Regional Labour Commissioner (Central)
3. Chief Labour Commissioner (Central)
   New Delhi
4. The Secretary to the Govt. of India,
   Ministry of Labour, New Delhi
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<td>21.</td>
<td>Dena Bank</td>
</tr>
<tr>
<td>22.</td>
<td>The Federal Bank Ltd.</td>
</tr>
<tr>
<td>24.</td>
<td>The Hindustan Commercial Bank Ltd.</td>
</tr>
<tr>
<td>25.</td>
<td>The Hongkong &amp; Shanghai Banking Corp.</td>
</tr>
<tr>
<td>26.</td>
<td>Indian Bank</td>
</tr>
<tr>
<td>27.</td>
<td>Indian Overseas Bank</td>
</tr>
<tr>
<td>28.</td>
<td>The Jammu &amp; Kashmir Bank Ltd.</td>
</tr>
<tr>
<td>29.</td>
<td>Karnataka Bank Ltd.</td>
</tr>
<tr>
<td>30.</td>
<td>The Karur Vysya Bank Ltd.</td>
</tr>
<tr>
<td>31.</td>
<td>The Lakshmi Commercial Bank Ltd.</td>
</tr>
<tr>
<td>32.</td>
<td>The Lakshmi Vilas Bank Ltd.</td>
</tr>
<tr>
<td>33.</td>
<td>The Mitsui Bank Ltd.</td>
</tr>
<tr>
<td>34.</td>
<td>The Nedungadi Bank Ltd.</td>
</tr>
<tr>
<td>35.</td>
<td>New Bank of India</td>
</tr>
<tr>
<td>36.</td>
<td>Oriental Bank of Commerce</td>
</tr>
<tr>
<td>37.</td>
<td>Punjab National Bank</td>
</tr>
<tr>
<td>38.</td>
<td>Punjab &amp; Sind Bank</td>
</tr>
</tbody>
</table>
39. The Sangli Bank Ltd.
40. The South Indian Bank Ltd.
41. State Bank of Bikaner & Jaipur
42. State Bank of Hyderabad
43. State Bank of India
44. State Bank of Indore
45. State Bank of Mysore
46. State Bank of Patiala
47. State Bank of Saurashtra
48. State Bank of Travancore
49. Syndicate Bank
50. Union Bank of India
51. United Bank of India
52. United Commercial Bank
53. United Industrial Bank Ltd.
54. Vijaya Bank
55. The Vysya Bank Ltd.

**SCHEDULE II**

**SPECIAL ALLOWANCES**

<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Amount of Special Allowance Rs.</th>
<th>Amount Ranking for P.F. Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Telephone Operator</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>2. Relieving Telephone Operator</td>
<td>26</td>
<td>15</td>
</tr>
<tr>
<td>3. Audit Clerk - Category 'A'</td>
<td>85</td>
<td>50</td>
</tr>
<tr>
<td></td>
<td>- Category 'B'</td>
<td>96</td>
</tr>
<tr>
<td>4. Comptist</td>
<td>100</td>
<td>59</td>
</tr>
<tr>
<td>5. Telex Operator</td>
<td>126</td>
<td>75</td>
</tr>
<tr>
<td>6. Teller</td>
<td>164</td>
<td>97</td>
</tr>
<tr>
<td>7. Punch Card Operator</td>
<td>140</td>
<td>83</td>
</tr>
<tr>
<td>8. Accounting Machine Operator</td>
<td>216</td>
<td>128</td>
</tr>
<tr>
<td>9. IBM/ICT Machine Operator</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>10. Stenographer</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>11. Head Clerk</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>12. Assistant Head Cashier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Units of 5 clerks and above</td>
<td>155</td>
<td>92</td>
</tr>
<tr>
<td>Units of 4 clerks and below</td>
<td>109</td>
<td>65</td>
</tr>
</tbody>
</table>
13. Cashier-in-charge of Cash in Pay Office or Branch 164 97
14. Head Cashier -- Category 'A' :
   Units of 5 clerks and above 216 128
   Units of 4 clerks and below 164 97
15. Head Cashier -- Category 'B' :
   Units of 5 clerks and above 245 146
   Units of 4 clerks and below 195 116
16. Head Cashier -- Category 'C' 275 163
17. Head Cashier -- Category 'D' 304 181
18. Head Cashier -- Category 'E' 425 252
19. Special Assistant 456 271
20. Agricultural Assistant 121 72

For Educational Qualifications

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of this/these educational qualification(s) Special Allowance(s) shall be payable as under:

<table>
<thead>
<tr>
<th>Amount ranking for P.F</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(In rupees per month)</td>
<td></td>
</tr>
<tr>
<td>60 after they have completed 1 year</td>
<td>After reaching 36</td>
</tr>
<tr>
<td>120 after they have completed 2 years</td>
<td>71</td>
</tr>
<tr>
<td>180 after they have completed 3 years</td>
<td>20th stage of the scale 107</td>
</tr>
<tr>
<td>240 after they have completed 4 years</td>
<td>143</td>
</tr>
<tr>
<td>300 after they have completed 5 years</td>
<td>178</td>
</tr>
</tbody>
</table>

Subject to the following limits

- 120 for those who are graduates and/or NDC
- 60 for those who have passed Part I of CAIB/CAIIB
- 180 for those who have passed Parts I and II of CAIB/CAIIB
- 180 for those who are graduates/NDC and have passed Part I of the CAIB/CAIIB
- 300 for those who are graduates/NDC and have passed Parts I and II of CAIB/CAIIB
<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Amount of Special Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cyclostyle Machine Operator</td>
<td>Rs. 27</td>
</tr>
<tr>
<td>2. Liftman</td>
<td>Rs. 33</td>
</tr>
<tr>
<td>3. Relieving Liftman</td>
<td>Rs. 20</td>
</tr>
<tr>
<td>4. Cash Peon</td>
<td>Rs. 33</td>
</tr>
<tr>
<td>5. Watchman/Watchman-cum-Peon</td>
<td>Rs. 33</td>
</tr>
<tr>
<td>6. Armed Guard</td>
<td>Rs. 56</td>
</tr>
<tr>
<td>7. Bill Collector</td>
<td>Rs. 56</td>
</tr>
<tr>
<td>8. Daftary</td>
<td>Rs. 66</td>
</tr>
<tr>
<td>9. Head Peon</td>
<td>Rs. 76</td>
</tr>
<tr>
<td>10. Air-conditioning Plant Helper</td>
<td>Rs. 153</td>
</tr>
<tr>
<td>11. Electrician</td>
<td>Rs. 153</td>
</tr>
<tr>
<td>12. Driver</td>
<td>Rs. 173</td>
</tr>
<tr>
<td>13. Head Messenger in Indian Overseas-Bank</td>
<td>Rs. 129</td>
</tr>
</tbody>
</table>

**SCHEDULE III**

**SPECIAL ALLOWANCE DUTIES**

The special allowance duties do not include the routine duties of the cadre (clerical/subordinate) which a workman has to normally perform; but merely refer to those special allowance duties which if performed in addition to the routine duties will entitle a workman to a special allowance on the terms and conditions provided in Chapter V of the First Bipartite Settlement as modified.

For removal of doubts it is clarified that the workman entrusted with duties attracting special allowances can be required to perform routine duties of his cadre and that the following duties shall *inter alia* form part of the normal duties of the clerical cadre and for the performance of those duties no special allowance shall be payable:

(i) Acknowledgements of inward mail received.

(ii) Receipt of cheques, drafts, dividend warrants, pay orders and other like instruments other than bills and giving acknowledgements in the counterfoil.
(iii) Delivery of cheque books subject to authorisation by competent authority.

(iv) Issue of cash receipts up to Rs. 1,000/–.

(v) Issue of E.S.I. stamps wherever applicable or may become applicable.

(vi) Recounting of currency notes by cash department staff.

(vii) Ensuring the proper contents in covers and envelopes including registered ones before despatch.

PART I – FOR NON-SUBORDINATE STAFF

(*Other than State Bank of India*)

(i) Telephone Operators

Their work involves operating a Telephone P.B.X. Board with a minimum of three external lines on regular assignment.

(ii) Relieving Telephone Operators

Persons who on regular assignment are required to relieve full-time operators referred to above during the recess period or to work in their place during their absence on leave or otherwise, provided they themselves are not regular full-time operators. Such persons will not be entitled to the special allowance for full-time operators on a pro rata basis at any time.

(iii) Audit Clerks

Clerks in the Internal Audit Department whose work involves audit checking of completed vouchers, entries, statements, balances, books of accounts, etc., with a view to confirming their correctness and ascertaining whether office procedures and rules are being correctly followed. The irregularities detected by them are reported to the head of the Audit Department and/or his immediate superior, who is responsible for taking necessary action.

(Note: Checking of returns and statements from branches by other than Internal Audit Department clerks would not be covered by 'audit checking')
(iv) Audit Clerks Category 'B' — Inspection Assistants

Audit clerks Category 'B' would be audit clerks attached to inspectors on tours and will perform all routine checking functions and generally assist the inspector in the functions including preparation and typing of reports.

Their duties include:

1. Assisting in the counting of cash balances, securities, etc., in the presence of the inspecting officials;
2. Assisting the inspecting officers in checking the quantities and values of the securities charged to the bank;
3. Checking the balancing of various deposit account ledgers and verifying the outstandings in inter-branch/sub-office(s) items-in-transit, suspense sundry deposits, drafts payable, term deposits and deposits at call accounts;
4. Checking items of stationery and marking off vouchers and acknowledgements and assisting in the examination of vouchers other than those of inter-branch/sub-office(s) items-in-transit, suspense charges, sundry deposits and stationery accounts;
5. Assisting in preparing the audit returns/reports and typing and generally assisting the inspecting officer in his functions as may be required.

(v) Comptists

Their work involves operating a comptometer on regular assignment.

(vi) Telex Operators

Their work involves operating a Telex Machine on regular assignment.

(vii) Tellers

Passing and cash payment of all cheques/withdrawal forms/travellers cheques/gift cheques up to and including Rs. 3,000/—.
(viii) Punch Card Operators/Data Entry Operators

Persons who, on regular assignment, are required to operate punches for preparing punch cards or verifying punched cards or similar operations for use on the I.B.M. or the I.C.T. (Hollerith – Power Samas) machines or any other similar machines.

(ix) Accounting Machine Operators

Persons who, on regular assignment, are required to operate Ledger Accounting Machines like National Cash Register Machines, Remington Rand Accounting Machines, Blue Star Accounting Machines etc. These machines can be used for the purposes of ledger and statement posting of Current Accounts, Savings Bank Accounts, Deposits Accounts, General Ledger Accounts, inter-branch/agency Accounts, Salary and Provident Fund Accounts.


Persons who, on regular assignment, are required to operate I.B.M. or I.C.T. (Hollerith – Power Samas) Machines (other than Punches) which sort, analyse and tabulate the punched cards. These, machines can be used for the purpose of maintaining inter-branch/agency accounts for reconciliation purposes as also salary and provident fund accounts, at head offices or offices where banks’ centralised accounts are maintained.

(xi) Stenographers

Employees required to take dictation in shorthand and/or type letters, statements, documents, etc., and attend to miscellaneous secretarial work.

(xii) Head Clerks

Their duties involve:

(1) Passing independently cash cheques, vouchers etc., up to and including of Rs. 3,000/- and passing, clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 7,500/-, passing will include verification of signature and scrutiny as to correctness of endorsements on and
other particulars of such instruments. It will also include checking and initialising the relative entries in the respective books of accounts (including ledgers).

(2) Checking of vouchers, drafts, pay orders, bill schedules, advices, pass books, statements of accounts, books of accounts (excluding ledgers) and interest, exchange discount, brokerage calculations and initialising them by way of authenticating them for accuracy/correctness. Any eventual authorisation of this work wherever necessary under an existing procedure, shall be done by a superior.

(3) Primary coding and decoding of telegrams (except check cyphers or symbols) subject to eventual authentication by a superior and checking and/or marking off confirmation/s acknowledgement of telegrams.

(xiii) Assistant Head Cashiers
(above the level of routine clerks)

Their job is to assist the head cashier in looking after and checking the work of clerks in the cash department.

(xiv) Cashier-in-charge of Cash in Pay Offices or Branches

Single cashier in pay offices or branches holding cash and valuables in joint custody with an officer, accountable for them and responsible for the running of the cash department.

(xv) Head Cashiers – Category ‘A’
(For banks other than the Subsidiary Banks of the State Bank of India)

Their duties involve:

Holding the bank’s cash, keys, and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department.

Note: In banks where such practice is in existence the opinion compilation work and verification of vernacular signatures/endorsements may, if the bank so desires, be continued to be done by employees under this category without disturbance, in which case the head cashier shall be entitled for an additional special allowance of Rs. 5/- p.m.
(xvi) **Head Cashiers – Category ‘B’**

(For the Subsidiary Banks of the State Bank of India)

Their duties involve:

1. holding the bank’s cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department; and

2. opinion compilation; and

3. verification of vernacular signatures/endorsements.

(xvii) **Head Cashiers – Category ‘C’**

(For banks other than the Subsidiary banks of the State Bank of India)

Their duties involve:

1. holding the bank’s cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department; and

2. countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts, etc.

*Notes: (a)* In banks where such practice is in existence, the opinion compilation work and verification of vernacular signatures/endorsements will continue to be done by employees under this category without disturbance.

(b) ‘Countersigning’ means signing in a manner whereby the primary responsibility for ensuring that all the formalities are complete, rests with the other signatory.

(c) In banks where the practice of discharging bills/hundies, for payment received only, is in existence it may be continued to be done by this category.
(xviii) **Head Cashiers – Category ‘D’**

*(For the Subsidiary Banks of the State Bank of India)*

Their duties involve:

1. holding the bank’s cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the cash department; and
2. opinion compilation work; and
3. verification of vernacular signatures/endorsements; and
4. attending to Government Treasury work.

(xix) **Head Cashiers – Category ‘E’**

*(For all banks including the Subsidiary Banks of the State Bank of India)*

Their duties are the same as those of Head Cashiers in Category (A) or (B) or (C) or (D) plus all or any of the following duties:

1. discharging/endorsing bills, cheques, etc.;
2. opinion compilation work and verification of vernacular signatures (to the extent it is not already covered under Categories A, B, C, or D);
3. being in charge of clearing and godown departments, etc.;
4. guaranteeing the cash staff under them;
5. passing independently clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 15,000/- and cash vouchers up to Rs. 15,000/- jointly with an authorised person.

(xx) **Special Assistants**

Special assistants will be accountable and responsible for running of the department/section under them and their duties will involve looking after and checking the work of other clerk or clerks and sub-staff and will include:

1. Passing independently cash, cheques up to Rs. 10,000/- and clearing and transfer cheques, vouchers, etc., (whether credits or debits) up to and including Rs. 25,000/- (or any higher limit fixed by the bank on its own discretion). Passing will include
verification of signatures and scrutiny as to the correctness of endorsements on and other particulars of such instruments;

(2) Signing vouchers, cheques, drafts, mail transfers, pay orders, advices such as non-payment advices, inter-branch rate calling advices, bill schedules, demand notices, statements certificates, etc.

(3) Checking all vouchers, advices, statements, cheques, drafts, etc., bills and books of accounts including current, savings and other ledgers, cash, postal and revenue stamps, franking machine balances.

(4) Checking current, savings and other ledgers. PROVIDED that if any additional allowance is paid to any employee/s under any existing system in a bank for ledger checking, such payment and ledger checking system shall continue undisturbed, and such continuance shall preclude any claims by a workman for a change in status.

(5) Checking the coding and decoding of telegrams (excluding check symbols or cyphers). 'Checking' would mean verifying that the material checked is in order in all respects and also includes initiallling the same for authentication.

(6) Discharging, endorsing cheques, bills, etc.

(7) Inspecting godowns (only in banks where such work is already being done by workmen).

For the purpose of efficient and effective functioning of the section or department, the special assistant shall ensure that all acts, things and steps necessary therefor are taken by himself or by the clerks placed under him and shall ensure that, wherever necessary:

(a) Reminders are sent on time and followed up;

(b) Pass sheets/books are filled up and issued promptly;

(c) Deposits are renewed on due dates or reminders sent to the parties;

(d) Standing instructions are complied with;

(e) Bills are accepted and due dates diarised/advised and followed up;
(f) Interest, commissions and service charges are collected;

(g) Proceeds of bills are received or remitted promptly;

(h) Confirmation of balances of accounts of the customers and its follow-up;

(i) All securities relating to the department/section of which the special assistant is in charge are secured or kept in proper custody and properly handed over to the authorised person at the close of the day;

(j) Balances promptly taken, tallied and reported and followed up and also returns submitted;

(k) Advices and/or duplicate advices/summaries are issued/responded promptly, whenever called for;

(l) Checking the proper recording of entries and all relevant particulars in regard to accounts opened under due authorisation.

(xxi) Duties of Agricultural Assistants

(1) To assist in the bank’s lending and/or operations for agricultural development and/or financial assistance to small enterprises (other than small scale industries) such as vegetable/fruit vendors, artisans, self-employed persons including beneficiaries under the Differential Rate of Interest Scheme.

(2) To distribute and collect application forms and assist the farmers/small borrowers in filling up the forms.

(3) To scrutinise application forms, title deeds, farm plans etc., to ensure that applications are complete in all respects and the particulars furnished in the forms are prima facie in order and for this purpose he may be required to visit the farms for verification and for collection of relevant data.

(4) To take necessary steps to ensure that the periodical details, as called for, are received from the farmers/small borrowers in time.

(5) To keep in constant touch with farmers and to bring any adverse features to the management’s notice.

(6) To verify farm/farm machinery/equipments at stipulated intervals in cases of loans related to agricultural finance up to
Rs. 5,000/- or cost of the pump set, live stock, or cost of agricultural implements whichever is higher.

(7) To verify proper utilisation of the bank's loans or the progress in work in respect of which loans are granted and to furnish reports on such verifications.

(8) To make efforts and effect recoveries up to amounts not exceeding Rs. 5,000/- from farmers/small borrowers from their place of work/residence, subject to the necessary arrangements being made with regard to fidelity and transit insurance and personal risk insurance by the bank.

Note: Banks will evolve appropriate procedure about issuance of provisional receipts, etc., of the cash not exceeding Rs. 5,000/- collected on a day by an agricultural assistant from the agricultural/small borrowers/depositors.

(9) To assist in the deposit mobilisation efforts by encouraging farmers/small borrowers to deposit their savings in the bank.

(10) To collect information about the conditions of crops in the villages.

(11) To collect necessary data for determination of village adoption for financing of agriculture, like farmers' land holdings, availability of infrastructure facilities, source of irrigation, use of tractors, pump sets, etc., credit facilities, available in village, recovery performance and the like.

(12) To maintain liaison with Land Record and Registration Offices and other Governmental/Developmental agencies for expeditious handling of the bank's work.

Note: With a view to making optimum use of the technical skill of the agricultural/development assistant, normally he may not be entrusted with the usual clerical work, but, where necessary, he may be asked to do the clerical work.
PART II FOR SUBORDINATE STAFF

(Other than State Bank of India)

(i) Cyclostyle Machine Operators

Operating Cyclostyle Machines whether manually or electrically on regular assignment.

(ii) Liftmen

To operate the lifts on regular assignment.

(iii) Relieving Liftmen

Persons who on regular assignment are required to relieve full-time liftmen referred to above during the recess period or to work in their place during their absence on leave or otherwise; provided they themselves are not regular full-time liftmen. Such persons will not be entitled to the special allowance for full-time liftmen on a pro rata basis at any time.

(iv) Cash Peons

Persons required:

1. to take money orders, to buy stamps, etc., which involves carrying of cash not exceeding Rs. 700/- and to carry insured letters, etc., to post office;

2. to stitch currency note bundles;

3. to stitch and seal parcels and packets containing currency notes;

4. to transit cash from the bank to an office outside or vice versa, if unaccompanied by a watchman/armed guard.

(v) Watchmen

(these are members of the watch and ward staff)

Persons other than ‘armed guards’ who are required to perform watch and ward duties, i.e., to watch or look after the premises or a department, for the purposes of its safety, security and guard against infiltration and against removal of the bank’s property
by any unauthorised person AND/OR to watch and guard as above, the movement of cash from one place to another inside the bank premises, or outside where an armed guard is not employed at the branch/office.

(vi) **Armed Guards**

*(these are members of the watch and ward staff)*

Persons required to perform watch and ward duties i.e., to watch or look after the premises or department for the purposes of its safety, security and guard against attack or assault or infiltration and against removal of the bank’s property by any unauthorised persons AND/OR to watch and guard as above the movement of cash from one place to another whether inside or outside the bank, for which purpose they are required by the bank to carry any of the following weapons:

1. gun, pistol or any other firearm; or
2. dagger, sword, khukri or spear; or
3. any other licensed weapon.

*Note*: Re: ‘Retainers’: Peons (other than watchmen) whose names are registered in the bank’s licence as ‘Retainers’ will, when they perform “armed guard” duties, be entitled to special allowance for “armed guards” *pro rata*.

(vii) **Bill Collectors**

Their work involves:

1. Obtaining acceptance of bills of exchange, hundies, etc., drawn on local parties or banks and/or collecting payments thereof;
2. Collecting payments for cheques or postal orders, etc., from banks or post office counters.

They may also be required to collect cash not exceeding Rs. 1,000/- at a time against various instruments.

(viii) **Daftaries**

Their work involves:

1. Simple binding of books and registers;
2. Press – copying;
(3) Filing independently letters and other papers in respective files as per indications marked thereon;
(4) Assisting in issuing stationery;
(5) Stacking under guidance, old records in orderly manner and assisting in giving them out when required;
(6) Undertaking the whole process of sorting, arranging, numbering, tallying the total number of and stitching the vouchers.

(ix) **Head Peons**

Persons required to assist in supervision of various matters pertaining to subordinate staff like:

(1) Cleanliness of the office premises;
(2) Cleanliness of uniforms;
(3) Leave arrangements;
(4) Arrangements for safe-keeping of keys;
(5) Distribution of duties amongst the subordinate staff.

(x) **Air-conditioning Plant Helpers**

Semi-skilled persons who under the supervision of the technician attend to routine maintenance of and minor repairs to air-conditioning plants.

(xi) **Electricians**

Their work involves carrying out semi-skilled electrical work like routine maintenance of electrical equipment, effecting minor repairs to electrical fixtures and appliances.

(xii) **Drivers**

Persons required to drive, maintain and effect minor repairs (not requiring a technician's skill) to motor cars, motor vans, station wagons, scooters, motor cycles or other motor vehicles.

*Note*: It is clarified that in the case of special allowance carrying posts referred to hereinabove, duties higher than what are set out in Part I and Part II which are being performed on the date of this Settlement in any bank shall continue.
MEMORANDUM OF SETTLEMENT dated the 28th February, 1985 between the Managements of 4 'B' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(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 : 4 'B' Class banks listed in Schedule I to this Memorandum of Settlement and Their Workmen.

Representing the Employers : 1 Shri M.N. Goiporia
2 Shri R. Srinivasan
3 Shri L.B. Bhide
4 Shri P.S.V. Mallya
5 Shri A.V. Rajagopalan
6 Shri M. Ram Mohan Rao
7 Shri C.R. Vaitheeswaran
8 Shri R.S. Gupta
9 Shri R.K. Ghotgalkar
10 Shri G. Chandran
11 Shri S. Mohan Kumar
12 Shri K. Venkatachari
13 Shri N.S. Pradhan
14 Shri A.K. Bakhshy
15 Shri B.D. Upasani
16 Shri V.S. Kamat Khadpe

Duly authorised on behalf of the Indian Banks' Association
Representing the Workmen:  

All India Bank Employees’ Association

1 Shri K.K. Mundul  
2 Shri P.S. Sundaresan  
3 Shri Tarakaswar Chakraborti  
4 Shri D.P. Chadha  
5 Shri N. Sampath  
6 Shri A. Sundara Rao  
7 Shri P.N. Tewari  
8 Shri R.D. Trivedi  
9 Shri Sudesh Kumar  
10 Shri T.B. Rai

National Confederation of Bank Employees

1 Shri O.P. Gupta  
2 Shri S.N. Duber  
3 Shri P. Lakshminarasaiyah  
4 Shri Suchir Das Sarma  
5 Shri Y.K Arora  
6 Shri C.B. Kumar  
7 Shri P. Thambi Verghese  
8 Shri T. Selvaraj  
9 Shri Nihaluddin Ahmad  
10 Shri P.O. Baby  
11 Shri Balbir Singh Chaudhry

SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks’ Association (IBA) on behalf of certain member banks signed a Settlement on 22nd November, 1979 with the All India Bank Employees’ Association (AIBEA) and National Confederation of Bank Employees (NCBE) (hereinafter called the Unions) representing, inter alia, the workmen staff in banks listed in Part I in Schedule I to this Memorandum of Settlement regarding the various terms and conditions of service of the
workmen staff in the said banks. The Settlement was to remain in force for a period of four years with effect from 1st September, 1978 and the said period expired on the 31st August, 1982;

(b) The AIBEA and the NCBE submitted their fresh Charters of Demands for revision of wages and other service conditions on 3rd January, 1983 and 22nd February, 1983 respectively to the IBA, and further requested to hold discussions with them, with a view to arriving at an amicable settlement;

(c) The parties discussed the said demands on several occasions and an agreement has been reached in respect thereof and the same is recorded in this Settlement;

(d) The IBA has also served on the Unions on 26th March, 1984, a list of the issues on behalf of the managements of the banks, to be discussed and settled with a view to improving productivity in banks, providing for efficiency and better customer service, maintenance of better discipline and promote harmonious industrial relations;

(e) The parties agreed as part of the Memorandum of Settlement dated 17th September, 1984 entered into between the IBA and AIBEA and NCBE that the demands of the Unions for revision of pay scales, allowances and other terms and conditions of service of workmen in ‘B’ Class banks will be discussed and settled as early as possible and not later than 30th November, 1984 and brought into force in banks which are ‘B’ Class banks on 17th September, 1984 and in banks which will become ‘B’ Class banks on and from 1st January, 1986;

(f) For unavoidable reasons, the parties could not complete the discussions on the revision of pay scales, allowances and other terms and conditions of service of workmen staff in ‘B’ Class banks on or before the 30th November, 1984 and have further agreed to extend the time till the date of this Settlement;
(g) The parties discussed the said issues on several occasions and an agreement has been reached in respect thereof and the same is also recorded in this Settlement;

(h) The banks set out in Para II of Schedule I to this Memorandum of Settlement and their workmen are also desirous of becoming parties to this Settlement;

(i) The parties agree that the matters agreed to and set out in this Settlement shall be binding on all the banks listed in both the parts of Schedule I to this Settlement and their workmen in terms of Section 18(1) of the Industrial Disputes Act, 1947 and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules, 1957.

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

TERMS OF SETTLEMENT

GENERAL

1. In respect of the banks listed in Schedule I to this Memorandum of Settlement it is agreed that the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial (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 19th October 1966, 12th October 1970, 23rd July 1971, 8th November 1973, and 22nd November 1979 and the two Settlements dated 8th September, 1983 shall govern the service conditions of workmen in all the banks listed in both the parts of Schedule I hereto except to the extent that the same are modified by this Settlement.

2. The Awards and Settlements referred to in the preceding Clause shall stand mutatis mutandis modified and added to by the Terms of settlement set out in the
(g) The parties discussed the said issues on several occasions and an agreement has been reached in respect thereof and the same is also recorded in this Settlement;

(h) The banks set out in Para II of Schedule I to this Memorandum of Settlement and their workmen are also desirous of becoming parties to this Settlement;

(i) The parties agree that the matters agreed to and set out in this Settlement shall be binding on all the banks listed in both the parts of Schedule I to this Settlement and their workmen in terms of Section 18(1) of the Industrial Disputes Act, 1947 and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules, 1957.

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

**TERMS OF SETTLEMENT**

**GENERAL**

1. In respect of the banks listed in Schedule I to this Memorandum of Settlement it is agreed that the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial (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 19th October 1966, 12th October 1970, 23rd July 1971, 8th November 1973, and 22nd November 1979 and the two Settlements dated 8th September, 1983 shall govern the service conditions of workmen in all the banks listed in both the parts of Schedule I hereto except to the extent that the same are modified by this Settlement.

2. The Awards and Settlements referred to in the preceding Clause shall stand mutatis mutandis modified and added to by the Terms of settlement set out in the
Memorandum of Settlement dated 17th September, 1984 (hereinafter referred to as the said Settlement) between the Managements of 55 'A' Class banks as represented by the IBA and their workmen as represented by the AIBEA and the NCBE except that the provisions of the said Settlement shall in their application to the 'B' Class banks listed in both the parts of Schedule I hereto be read subject to the amendments hereinafter appearing:

I. SCALES OF PAY

Items (i) and (ii) in Clause I of the said Settlement shall be read as under:

(i) Sub-staff
Rs. 400-10-450-14-492-16-540-20-680-25-705
\[ \underline{5} \underline{3} \underline{3} \underline{7} \underline{1} \]
(20 years)

(ii) Clerical Staff
Rs. 470-25-520-30-580-35-685-45-820-55-930-
\[ \underline{2} \underline{2} \underline{3} \underline{3} \underline{2} \]
-60 990-65-1055-70-1195-85-1280-95-1470
\[ \underline{1} \underline{1} \underline{2} \underline{1} \underline{2} \]
(20 years)

II. CITY COMPENSATORY ALLOWANCE

Items (i) and (ii) in Sub-clause 1(A) of Clause III of the said Settlement shall be read as under:

(i) Sub-staff —
(a) 8% of basic pay with no minimum and subject to a maximum of Rs. 53/- p.m. for the existing centres (including Urban Agglomeration of Panaji and Marmugao).

(b) 4 ½ % of basic pay with no minimum and subject to a maximum of Rs. 30/- p.m. for new centres (i.e., places with population of 5 lakhs and over and State Capitals and Chandigarh, Pondicherry and Port Blair).

(ii) Clerical Staff —
(a) 10% of basic pay with no minimum and subject to a maximum of Rs. 125/- p.m. for the existing centres
(including Urban Agglomeration of Panaji and Marmugao).
(b) 6% of basic pay with no minimum and subject to a maximum of Rs. 80/- p.m. for new centres (i.e., places with population of 5 lakhs and over and State Capitals and Chandigarh, Pondicherry and Port Blair).

III. HOUSE RENT ALLOWANCE

Clerical and Subordinate Staff

Items (i), (ii), (iii) and (iv) in Clause IV of the said Settlement shall be read as under:

(i) At special places and semi-special places — 12 ½ % of pay with no minimum and subject to a maximum of Rs. 195/- p.m.
(ii) At places with population of 2 lakhs and over (other than special and semi-special places) and State Capitals and capitals of Union Territories — 10% of pay with no minimum and subject to a maximum of Rs. 155/- p.m.
(iii) At places with population of 10,000 and over but below 2 lakhs — 8% of pay with no minimum and subject to a maximum of Rs. 125/- p.m.
(iv) At places with population of less than 10,000 — 6% of pay with no minimum and subject to a maximum of Rs. 90/- p.m.

IV. MEDICAL AID AND EXPENSES

Items (i) and (ii) of Sub-Clause (1) of Clause XII of the said Settlement shall be read as under:

(i) For workmen with service up to 5 years (till the completion of 5th year) : Rs. 300/- per annum
(ii) For workmen who have completed 5 years service and above : Rs. 400/- per annum
V. IMPLEMENTATION

Clause XXIV of the said settlement shall be read as under:

XXIV. Implementation

For the purpose of making the requisite adjustments and payments under this Settlement, the banks will have time up to 30th April, 1985. The existing provisions for the purpose of calculation of payment of overtime will continue to apply from 1st July, 1983 till the 31st January, 1985 notwithstanding that the new scales of pay, dearness allowance and other allowances have come into operation in the meantime.

Provided that the arrears payable under this Settlement for the period ending 31st December, 1984 shall be paid in four equal instalments, the first instalment being paid before 30th June, 1985; the second instalment before 31st December, 1985; the third instalment before the 30th June, 1986 and the fourth instalment before 31st December, 1986.

VI. DATE OF EFFECT AND OPERATION

Sub-Clause (1) of Clause XXV of the said Settlement shall be read as under:

(1) This Settlement shall, unless expressly provided otherwise in this Settlement and subject to sub-clause (2A) of this Clause, come into force with retrospective effect from 1st July, 1983 and shall be binding on the parties for four years from 1st July, 1983.

After sub-clause (2) of Clause XXV of the said Settlement the following shall be inserted —

(2A) : Notwithstanding the provisions of sub-clause (1) of this clause, the amounts payable at the increased rates of City Compensatory Allowance and House Rent
Allowance including the maxima thereof applicable to the relevant basic pay of the workmen shall be as under:

(a) For the period of 9 months from 1st July, 1983 to the 31st March, 1984, 1/3 of the increased amounts computed in accordance with the revised rates including the maxima thereof;

(b) For the period of 9 months from 1st April, 1984 to 31st December, 1984, 3/4ths of the increased amounts computed in accordance with the revised rates including the maxima thereof; and

(c) From January 1985 onwards, at the full revised rates including the maxima thereof.

VII. Special Allowances: Schedule II

Schedule II to the said Settlement shall be substituted by Schedule II to this Memorandum of Settlement.

For Indian Banks’ Association

(S / Shri)

M.N. Golporia
R. Srinivasan
L.B. Bhide
P.S.V. Mallya
A.V. Rajagopalan
M. Ram Mohan Rao
C.R. Vaitheeswaran
R.K. Ghotgalkar
G. Chandran
S. Mohan Kumar
K. Venkatachari
N.S. Pradhan
A.K. Bakhshy
B.D. Upasani
V.S. Kamat Khadpe
For All India Bank Employees' Association

K.K. Mundul
P.S. Sundaresan
Tarakeswar Chakraborti
D.P. Chadha
N. Sampath
A. Sundara Rao

For National Confederation of Bank Employees

O.P. Gupta
P. Lakshminarasaiah
Y.K. Arora
C.B. Kumar
T. Selvaraj
P. Thambi Verghese

Witness:

P.N. Tewari
Sudesh Kumar

Nehaluddin Ahmad
R.C. Danwer

C.C. to: 1) Asst. Labour Commissioner (Central)
2) Regional Labour Commissioner (Central)
3) Chief Labour Commissioner (Central) New Delhi
4) The Secretary to the Government of India, Ministry of Labour, New Delhi.
SCHEDULE I

'B' CLASS BANKS

LIST OF BANKS

Part I:

1 Parur Central Bank Ltd.
2 Purbanchal Bank Ltd.

Part II:

1 Lord Krishna Bank Ltd.
2 Traders Bank Ltd.

SCHEDULE II

'B' CLASS BANKS

SPECIAL ALLOWANCES

<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Amount of Special Allowance Rs.</th>
<th>Amount Ranking for P.F. Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Telephone Operator</td>
<td>50</td>
<td>30</td>
</tr>
<tr>
<td>2. Relieving Telephone Operator</td>
<td>26</td>
<td>15</td>
</tr>
<tr>
<td>3. Audit Clerk — Category 'A'</td>
<td>85</td>
<td>50</td>
</tr>
<tr>
<td>Category 'B'</td>
<td>161</td>
<td>96</td>
</tr>
<tr>
<td>4. Comptist</td>
<td>100</td>
<td>59</td>
</tr>
<tr>
<td>5. Telex Operator</td>
<td>126</td>
<td>75</td>
</tr>
<tr>
<td>6. Teller</td>
<td>130</td>
<td>77</td>
</tr>
<tr>
<td>7. Punch Card Operator</td>
<td>140</td>
<td>83</td>
</tr>
<tr>
<td>8. Accounting Machine Operator</td>
<td>216</td>
<td>128</td>
</tr>
<tr>
<td>9. IBM/ICT (Hollerith-Power Samas) Machine Operator.</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>10. Stenographer</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>11. Head Clerk</td>
<td>245</td>
<td>146</td>
</tr>
<tr>
<td>12. Assistant Head Cashier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Units of 5 clerks &amp; above</td>
<td>130</td>
<td>77</td>
</tr>
<tr>
<td>— Units of 4 clerks &amp; below</td>
<td>100</td>
<td>59</td>
</tr>
<tr>
<td>Category of Workmen</td>
<td>Amount of Special Allowance Rs.</td>
<td>Amount Ranking for P.F. Rs.</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------------</td>
<td>-------------------------------</td>
<td>----------------------------</td>
</tr>
<tr>
<td>13. Cashier-in-charge of Cash in Pay Office or Branch</td>
<td>164</td>
<td>97</td>
</tr>
<tr>
<td>14. Head Cashier Category ‘A’</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Units of 5 clerks &amp; above</td>
<td>164</td>
<td>97</td>
</tr>
<tr>
<td>- Units of 4 clerks &amp; below</td>
<td>126</td>
<td>75</td>
</tr>
<tr>
<td>15. Head Cashier Category ‘B’</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Units of 5 clerks &amp; above</td>
<td>195</td>
<td>116</td>
</tr>
<tr>
<td>- Units of 4 clerks &amp; below</td>
<td>126</td>
<td>75</td>
</tr>
<tr>
<td>16. Head Cashier Category ‘C’</td>
<td>275</td>
<td>163</td>
</tr>
<tr>
<td>17. Head Cashier Category ‘D’</td>
<td>275</td>
<td>163</td>
</tr>
<tr>
<td>18. Head Cashier Category ‘E’</td>
<td>394</td>
<td>234</td>
</tr>
<tr>
<td>19. Special Assistant</td>
<td>425</td>
<td>252</td>
</tr>
</tbody>
</table>

For Educational Qualifications

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of this / these educational qualification(s) Special Allowance(s) shall be payable as under:

(in rupees per month)                                                                 | Amtaount ranking for PF
60 after they have completed 1 year                                              | After reaching 20th stage of the scale 36 71 107 143 178
120 after they have completed 2 years                                             | After reaching 20th stage of the scale 36 71 107 143 178
180 after they have completed 3 years                                             | After reaching 20th stage of the scale 36 71 107 143 178
240 after they have completed 4 years                                             | After reaching 20th stage of the scale 36 71 107 143 178
300 after they have completed 5 years                                             | After reaching 20th stage of the scale 36 71 107 143 178

Subject to the following limits:

120 for those who are graduates and / or NDC
60 for those who have passed Part I CAIB / CAIIB
180 for those who have passed Parts I & II of CAIB/CAIIB
180 for those who are graduates / NDC and have passed Part I of CAIB / CAIIB
300 for those who are graduates/NDC and have passed Parts I and II of CAIB / CAIIB
<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Amount of Special Allowance Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Cyclostyle Machine Operator</td>
<td>23</td>
</tr>
<tr>
<td>(ii) Liftman</td>
<td>33</td>
</tr>
<tr>
<td>(iii) Relieving Liftman</td>
<td>20</td>
</tr>
<tr>
<td>(iv) Cash Peon</td>
<td>27</td>
</tr>
<tr>
<td>(v) Watchman/Watchman-cum-Peon</td>
<td>27</td>
</tr>
<tr>
<td>(vi) Armed Guard</td>
<td>50</td>
</tr>
<tr>
<td>(vii) Bill Collector</td>
<td>56</td>
</tr>
<tr>
<td>(viii) Daftary</td>
<td>53</td>
</tr>
<tr>
<td>(ix) Head Peon</td>
<td>63</td>
</tr>
<tr>
<td>(x) Air Conditioning Plant Operator</td>
<td>129</td>
</tr>
<tr>
<td>(xi) Electrician</td>
<td>129</td>
</tr>
<tr>
<td>(xii) Driver</td>
<td>139</td>
</tr>
</tbody>
</table>
MEMORANDUM OF SETTLEMENT dated the 5th January, 1987 between the Managements of 57 Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees’ Association and the National Confederation of Bank Employees.

(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 : 57 Banks listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers:
1. Shri M.N. Goiporia
2. Shri R. Srinivasan
3. Shri K. Lakshminarayanan
4. Shri C.R. Vaitheeswaran
5. Shri A.V. Rajagopalan
6. Shri J.N. Tandon
7. Shri N. S. Daboo
8. Shri S.A. Farooqi
9. Shri Ramesh Mishra
10. Shri J.S. Babel
11. Shri V.P. Menon
12. Shri C. Krishnamurthi
13. Shri S. Mohan Kumar
14. Shri N.S. Pradhan
15. Shri A.K. Bakhshy
16. Shri V.S. Kamat Khadpe
17. Smt. Indira Rama Devi.

Duly authorised on behalf of the Indian Banks' Association.
Representing the Workmen:

1. Shri D.P. Chadha
2. Shri K.K. Mundul
3. Shri P.S. Sundaresan
4. Shri P.L. Syal
5. Shri Tarakeswar Chakraborti
6. Shri N. Sampath
7. Shri Sushil Ghosh
8. Shri Rajinder Sayal
9. Shri P.N. Tewari
10. Shri R.D. Trivedi
11. Shri Sudesh Kumar
12. Shri C.H. Easwar Rao
13. Shri S.D. Dhopeshwarkar
14. Shri T.B. Rai

All India Bank Employees' Association:

1. Shri O.P. Gupta
2. Shri S.N. Duber
3. Shri M. Rajagopal
4. Shri P. Balagopala Menon
5. Shri M.R. Awasthi
6. Shri P. Lakshminarasiah
7. Shri Gurudas Chatterjee
8. Shri Y.K. Arora
9. Shri S.P. Raman
10. Shri Balbir Singh
11. Shri M.M. Pednekar
12. Shri Ashok Singh
13. Shri Sudhirdas Sharma
14. Shri A.L. Chopra

National Confederation of Bank Employees.
SHORT RECITAL OF THE CASE

WHEREAS the parties to this Settlement were parties to and signed 2 Memoranda of Settlements dated 17th September, 1984 and the 28th February, 1985 in respect of Scales of Pay, Dearness Allowance, House Rent Allowance etc. and agreed to discuss and settle the residual issues subsequently.

AND WHEREAS the parties have met and discussed at length on several occasions the said issues.

AND WHEREAS the parties have come to certain understandings regarding the demands / issues and the parties agree that the matters agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act, 1947 and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

NOW THEREFORE it is hereby agreed by and between the parties hereto as follows:

TERMS OF SETTLEMENT

GENERAL

In respect of 57 banks listed in Schedule I, the provisions of the various Settlements mentioned in the "General" Clause in the Settlement dated 17th September, 1984 and 28th February, 1985 shall govern the service conditions of the workmen in the manner as provided therein except to the extent to which they are modified, amended or superceded by this Settlement, it being understood that this Settlement is supplementary to the Settlements dated 17th September, 1984 and 28th February, 1985.
1. Special Area Allowance

In partial modification of Clause 9 of the Settlement dated 8th September, 1983, Special Area Allowance shall be paid to all full time workmen staff working at places specified in Column 1 of the Schedule II hereto and at the rates stipulated in Column 2 thereof against each such place, subject to minimum and maximum amounts as set out in Column 3 thereof against each such place, with effect from 15th April, 1986.

The Special Area Allowance shall be payable subject to the following conditions:

(i) The allowance shall be payable at the stipulated rate only until such time as there is no direction to the contrary from the Government and thereafter subject to such direction as applicable to Officers in Nationalised Banks from time to time. Such directions shall also apply to workmen staff; the change in quantum and the percentage, however, shall be negotiated and settled between the parties on the basis of the existing pattern.

(ii) Assam Allowance (called by any name whatever) paid prior to or in terms of Settlement dated 21st April, 1980, between the parties shall cease to be payable with effect from 15th April, 1986.

2. Uniforms and Liveries

(i) All permanent full time members of the subordinate staff as well as permanent part time workmen in subordinate cadre working for not less than six hours per week, shall be supplied with three sets of terry khadi uniforms once in two years and one set of woollen uniform once in three years;

(ii) At hill stations one set of woollen uniform every year and one set of terry khadi uniform once in three years shall be supplied in lieu of the uniforms stated in (i) above.

(iii) If the majority of subordinate staff of all offices of a bank in a place request the management sufficiently in advance one additional set of terry khadi uniform may be supplied every eighteen months to the entire subordinate staff in lieu of the set of woollen uniform to be supplied once in three years.

(iv) If in a place, terry khadi cloth is not available, uniforms of terry cotton cloth shall be supplied.
(v) It is reiterated that all members of the staff who are supplied uniforms shall wear them while on duty and in clean condition and not wearing such uniforms while on duty shall constitute a minor misconduct.

Except to the extent modifications are made as aforesaid the other terms and conditions for supply of uniforms and liveries as contained in earlier Settlements would continue.

3. Halting Allowance

Halting Allowance shall be payable at the following rates for the days spent on duty outside the head-quarters:

<table>
<thead>
<tr>
<th></th>
<th>Higher C.C.A.</th>
<th>Lower C.C.A.</th>
<th>Non C.C.A. Centres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-sub Staff</td>
<td>Rs.50/- per diem</td>
<td>Rs.40/- per diem</td>
<td>Rs.35/- per diem</td>
</tr>
<tr>
<td>Sub Staff</td>
<td>Rs.40/- per diem</td>
<td>Rs.30/- per diem</td>
<td>Rs.25/- per diem</td>
</tr>
</tbody>
</table>

4. Hill and Fuel Allowance

With effect from 1st January, 1985 Hill and Fuel Allowance shall be paid throughout the year as under:

(i) Places situated at a height of and over 1500 metres : 10% of pay Max. Rs.120/- per month.
(ii) Places situated at a height of over 1000 metres but less than 1500 metres and at Mercara Town and at other places specifically declared as ‘‘Hill Stations’’ by the Central/State Government irrespective of their height.
5. Definition of Family

(A) For Leave Fare Concession:

For the purpose of Leave Fare Concession:

(i) The expression ‘family’ shall mean the employee’s spouse, wholly dependent children, as also parents, brothers and sisters ordinarily residing with and wholly dependent on the employee.

(ii) The term ‘children’ shall include step children and legally adopted children but shall not include married daughters including widowed daughters.

(iii) The term ‘brothers and sisters’ shall not include step brothers, step sisters, married brothers and married sisters.

(iv) The term ‘parents’ shall include step mother but shall not include step father.

(v) The term ‘wholly dependent Child/Brother/Sister/Parent’ shall mean such relative having a monthly income not exceeding Rs.500/- p.m. If the income of one of the parents exceeds Rs.500/- p.m. or the aggregate income of both the parents exceeds Rs.500/- p.m. both the parents shall not be considered as wholly dependent on the employee.

(vi) 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.

(B) For Medical Aid and Expenses:

For the purpose of Medical Facilities

(i) The expression ‘family’ of an employee shall mean the employee’s spouse, wholly dependent children and wholly dependent parents.

(ii) The term ‘children’ shall include step children and legally adopted children but shall not include married daughters including widowed daughters.

(iii) The term ‘parents’ shall include step mother wholly dependent on the employee but shall not include step father.

(iv) The term ‘wholly dependent child/parent’ shall mean such relative having a monthly income not exceeding Rs.500/- p.m. If the income of one of the parents exceeds Rs.500/- p.m. or the
aggregate income of both the parents exceeds Rs. 500/- p.m. both the parents shall not be considered as wholly dependent on the employee.

(v) 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.

6. Medical Aid and Expenses Scheme

Medical Expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the recognised hospital authorities and bank’s medical officer shall be deemed as hospitalisation expenses and reimbursed to the extent of 75% in the case of a workman and 50% in the case of his family.

Cancer, Tuberculosis, Paralysis, Cardiac Ailment, Tumour, Smallpox, Pleuresy, Diptheria, Leprosy, Kidney ailment.

7. Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad

The procedure to be followed in respect of reimbursement of expenses incurred by workmen and their families on treatment abroad shall be as laid down in Schedule III hereto.

8. Leave Fare Concession

(i) An employee shall be permitted to avail of leave fare concession only once in every two years to his place of domicile or to any place within India up to a maximum distance of 1200 kms.

(ii) An employee shall be given an option to avail of the LFC once in every 4 years up to a distance of 2400 kms.

(iii) Leave fare concession may be availed of by the workman's family for travel without the attendance of workman. The workman and/or members of his family may visit the same place or different places of their choice within the permissible distance.

(iv) In case of a physically handicapped employee who is appointed under such category and is eligible for payment of conveyance allowance in terms of the Government guidelines, a companion may accompany the employee provided he/she
does not have any member of the family in respect of whom he/she can claim the LFC.

(v) It is clarified that encashment of privilege leave up to a maximum limit of one month, while proceeding on leave fare concession once in four years is a travelling concession intended to augment cost of the leave fare concession otherwise payable.

Except to the extent modifications are made as aforesaid, the other terms and conditions for leave fare concession as contained in earlier Settlements would continue.

9. Project Areas

It is clarified that w.e.f. 1.7.1983:

(i) House rent allowance at project area centres Group ‘A’ and Group ‘B’ shall be paid at the following rates:

<table>
<thead>
<tr>
<th>Group ‘A’</th>
<th>‘A’ Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>12½% of pay, minimum Rs.55/- and maximum Rs.220/- per month.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group ‘B’</th>
<th>‘B’ Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>12½% of pay with no minimum and subject to a maximum of Rs.195/- per month.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group ‘B’</th>
<th>‘B’ Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>10% of pay, minimum Rs.50/- and maximum Rs.175/- per month.</td>
<td></td>
</tr>
</tbody>
</table>

10% of pay with no minimum and subject to a maximum of Rs.155/- per month.

(ii) If at a centre both City Compensatory Allowance and Project Area Allowance are payable, only the higher of the two shall be paid.

10. Compensation on Transfer

An employee on transfer shall be paid the cost actually incurred for transporting his personal effects by road, if there is no railway station or railway out agency at the old or new place of posting up to the nearest railway station/out agency. If both the places do not have railway station/out agency actuals shall be paid for transporting the personal effects by road up to the stipulated weights by an IBA approved transport operator as under:

<table>
<thead>
<tr>
<th>Non Sub-staff</th>
<th>Sub-staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) For married persons</td>
<td>1500 kg.</td>
</tr>
<tr>
<td>(b) For unmarried persons</td>
<td>1000 kg.</td>
</tr>
</tbody>
</table>
11. Reimbursement of Road Travel

Where an employee has to travel on duty / LFC between two places not connected or partly connected by rail or steamer, he shall be reimbursed actual road mileage costs or 30 paise per km. whichever is lower.

12. Leave Rules

An employee who overstays his leave (except under circumstances beyond his control for which he must tender explanation) shall not be paid his pay and allowances for the period he overstays and shall further render himself liable to such disciplinary action as the management may think fit to consider.

13. Date of Effect

This Settlement shall, unless expressly provided otherwise in this Settlement, come into force with effect from the date hereof and shall remain in force for a period of 4 years and 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.

14. The AIBEA and the NCBE on behalf of the workmen agree that during the operation of this Settlement, the workmen will not raise any demand of any nature whatsoever on any of the banks in respect of matters covered by this Memorandum of Settlement.

15. Copies of this Memorandum of Settlement shall be jointly forwarded by the parties to the authorities listed under Rule 58 of the Industrial Disputes (Central) Rules 1957 so that terms and conditions thereof are binding on the parties as provided in law.

16. If any doubt or difficulty arises regarding interpretation of any provision of this Settlement, the matter shall be taken up only at the level of Indian Banks’ Association and the All India Bank Employees’ Association and National Confederation of Bank Employees for discussion and Settlement.
For Indian Banks’ Association
(S / Shri)
M.N. Goiporia
R. Srinivasan
C.R. Vaitheeswaran
A.V. Rajagopalan
J.N. Tandon
S.A. Farooqi
Ramesh Mishra
J.S. Babel
N.S. Pradhan
A.K. Bakhshy
V.S. Kamat Khadpe
Smt. Indira Rama Devi

For All India Bank Employees’ Association

D.P. Chadha
P. S. Sundaresan
P. L. Syal
Tarakeswar Chakraborti
N. Sampath
P. N. Tewari

For National Confederation of Bank Employees

O.P. Gupta
S.N. Duber
M. Rajagopal
P. Balagopala Menon
M.R. Awasthi
P. Lakshmi Narasaiiah

Witness:

(P. S. Gopalakrishnan) (Sushil Ghosh) (S.P. Raman)
(Surinder Mohan) (R.D. Trivedi) (Y.K. Arora)
## LIST OF BANKS

1. Algemene Bank Nederland N.V.
2. Allahabad Bank
3. American Express Bank Ltd.
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale De Paris
12. The Benares State Bank Ltd.
13. Bharat Overseas Bank Ltd.
14. The British Bank of the Middle East
15. Canara Bank
16. The Catholic Syrian Bank Ltd.
17. Central Bank of India
18. Standard Chartered Bank
19. Citibank N.A.
20. Corporation Bank
21. Dena Bank
22. The Federal Bank Ltd.
24. The Hongkong & Shanghai Banking Corporation
25. Indian Bank
26. Indian Overseas Bank
27. The Jammu & Kashmir Bank Ltd.
28. Karnataka Bank Ltd.
29. The Karur Vysya Bank Ltd.
30. The Lakshmi Vilas Bank Ltd.
31. Lord Krishna Bank Ltd.
32. The Mitsui Bank Ltd.
33. The Nedungadi Bank Ltd.
34. New Bank of India
35. Oriental Bank of Commerce
36. The Parur Central Bank Ltd.
37. Punjab National Bank
38. Punjab & Sind Bank
39. Purbanchal Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. State Bank of Bikaner & Jaipur
43. State Bank of Hyderabad
44. State Bank of India
45. State Bank of Indore
46. State Bank of Mysore
47. State Bank of Patiala
48. State Bank of Saurashtra
49. State Bank of Travancore
50. Syndicate Bank
51. The Traders Bank Ltd.
52. Union Bank of India
53. United Bank of India
54. United Commercial Bank
55. United Industrial Bank Ltd.
56. Vijaya Bank
57. The Vysya Bank Ltd.
## SCHEDULE II

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allowances as percentage of basic pay</td>
<td>Minimum Rs. per mensem</td>
</tr>
<tr>
<td>1. Baramula &amp; Rupwera Dist. of J &amp; K</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>2. Mizoram</td>
<td>20</td>
<td>125</td>
</tr>
<tr>
<td>3. Nagaland</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>4. Andaman &amp; Nicobar Islands</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) South Andaman</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>(b) North &amp; Middle Andaman</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>(c) Little Andaman &amp; Narcondum Islands</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>5. Sikkim</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td>6. Lakshadweep Islands</td>
<td>20</td>
<td>150</td>
</tr>
</tbody>
</table>

### II. Area where special allowance is additionally introduced

7. Other areas in Doda Dist. which have been declared as backward areas as per J & K State Government SRS.No.394 dt. 5.9.1981 recast vide SRS.NO.272. dt.3.7.1982 | 10 | 35 | 75 |

8. Assam | 10 | 25 | 70 |
9. Meghalaya | 10 | 25 | 70 |
10. Tripura | 10 | 50 | 100 |
11. Manipur | 10 | 50 | 100 |
12. Arunachal Pradesh (a) For employees posted in the remoter region (as specified in M/O External Affairs letter No.23/67/NI/62 dt.6.6.63) | 20 | 125 | 335 |

73
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allowances as percentage of basic pay</td>
<td>Minimum Rs. per mensem</td>
</tr>
<tr>
<td>(b) For employees posted in other regions.</td>
<td>20</td>
<td>110</td>
</tr>
</tbody>
</table>

III. Areas where the limits remain unchanged

JAMMU AND KASHMIR

1. Kathua District
   (a) Niabat Bani
   (b) Lohi
   (c) Malhar
   (d) Machhodi

2. Udhampur District
   (a) Dudu
   Bansantgarh
   (b) Lender Bhamag Illaqa
   (c) Thakrakote
   (d) Nagote
   (e) Tehsil Mahore
      (i) For areas up to Gool from Kamban side and areas up to Arsas from Kesai side.
      (ii) For the rest of the areas

3. Doda District
   (a) Illaquas of Poddar in Kishtwar Tehsil
   (b) Niabat Nowgam in Kishtwar Tehsil

4. Leh District
   (a) Zanskar
   (b) Noyama
   (c) Nobra
   (d) Other places in the district.
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allowances as percentage of basic pay</td>
<td>Minimum Rs. per mensem</td>
</tr>
<tr>
<td>5. Poonch and Rajouri districts area in Poonch and Rajouri districts excluding the towns of Poonch and Rajouri and Sunderbani and other Urban areas in the two districts.</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>6. Areas not included in (1) to (5) above but which are within the distance of 8 Kms. from the line of actual control or at places which may be declared as qualifying for border allowance from time to time by the State Government for their own staff.</td>
<td>10</td>
<td>50</td>
</tr>
</tbody>
</table>

**HIMACHAL PRADESH**

1. (a) Panjli
Sub-division of Chamba district
(b) Bharmour Tehsil of Chamba district
(c) Lahaul and Spiti district
(d) Kinnaur district
(e) Dadra-Kawar area of Rauru Tehsil, Parganas of Pandrabals and Atharabas Gram Panchayats of Munish, Darkali and Kashapat of Rampur Tehsil of Simla district

10 | 75 | 150 |
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Allowances as percentage of basic pay</td>
<td>Minimum Rs. per mensem</td>
</tr>
<tr>
<td>(f) Pargana of Pandrabis of Kulu district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Chhota Bhangal and Bara Bhangal area of Pelampur sub-division of Kangra district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. (a) Gram Panchayat Deothi (Taklech areas) and Parganas Chhsibis, Naubis, Sarabhan and Berabis of Rampur Tehsil of Simla district</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>(b) Chhuhar Valley of Jogindernagar Tehsil of Mandi district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Mangal Panchayat area of Solan district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Other Seraj and Malana Panchayat area of Kulu district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. (a) Janjehli Block of Chachiot Tehsil of Mandi district</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>(b) Chopal Tehsil of Simla district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Trans – Giri Tract of Sirmur district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Churah Tehsil of Chamba district</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Column 1</td>
<td>Column 2</td>
<td>Column 3</td>
</tr>
<tr>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td>Allowances as percentage of basic pay</td>
<td>Minimum Rs. per mensam</td>
</tr>
<tr>
<td>(e) Kunr Panchayat and Bela Pargana of Chamba Tehsil of Chamba district</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
<td>4. Manali — Ujhi area Parvati and Lagg Valley and Banjar Block of Kulu district</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**UTTAR PRADESH**

(1) Dharchula, Musiyari, Joshimath and Bhatwari Development Blocks and other areas of border districts of Uttar-kashi, Chamoli and Pithoragarh including the district Headquarters of Uttarkashi only.
Scheme of Reimbursement of Expenses incurred by the Workmen for Treatment Abroad

1. As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.

2. In exceptional cases necessitating treatment of a kind yet to be widely established in the country, where workmen on medical advice obtained in the manner indicated below, choose to go on their own for treatment abroad, reimbursement may be authorised by the board of directors of the bank subject to conditions laid down hereinafter and limited to the expenditure that would have been incurred had such treatment been received in India in a government hospital or a nursing home specially recognised by the Director General of Health Services of the Government of India.

3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.

4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.

5. Hospitals and clinics indicated in paragraph 9 below have facility for specialists treatment for which requests are generally received for treatment abroad and in respect of which treatment facility in ordinary hospitals are still inadequate. The services provided by these hospitals may be availed of by the eligible workmen. In such cases, reimbursement may be allowed subject to the board of directors being satisfied about reasonableness of the claim.

6. The following ailments have been identified as ailments for which treatment in India is not yet widely established:
   
   (i) Cadaver Kidney transplant;
   (ii) Old operated by-pass surgery cases (in which the initial operation was done abroad) needing
revascularization;

(iii) Bone marrow transplant;
(iv) Operative correction for high myopia cases; and
(v) Complex cyanotic — Heart — Lesion and newly
born infants suffering from heart diseases.

7. Reserve Bank of India (RBI) will constitute Medical Boards at Bombay, Delhi, Calcutta and Madras and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under this Scheme. The annual cost incurred on meeting of the Board by way of sitting fees, etc., shall be shared on an annual basis by such of the banks which avail of the services of the Medical Boards of examining cases of their workmen needing treatment abroad, in a manner as may be decided by the Reserve Bank of India. The Medical Board should make a specific recommendation and also give reasons for recommending treatment abroad. The Medical Board will submit its report to RBI, which in turn, could pass it on to the concerned bank.

8. For the purposes of reimbursement, as envisaged in the Scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences, New Delhi, enforced from time to time, should be adopted.

9. The following institutions have been identified as having facilities for specialised treatment:

(a) Bypass Coronary Surgery:

(i) Southern Railways Headquarters Hospital, Perambur, Madras.
(ii) Christian Medical College and Hospital, Vellore.
(iii) K.E.M. Hospital, Bombay.
(iv) Jaslok Hospital, Bombay.
(v) Bombay Hospital, Bombay.
(vi) Kasturba Hospital, Bhopal.
(vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.

(b) Kidney Transplant:

(i) Christian Medical College & Hospital, Vellore.
(ii) All India Institute of Medical Sciences, New Delhi.
(iii) Post Graduate Institute, Chandigarh.
(iv) Jaslok Hospital, Bombay.

(c) Blood Cancer:

(i) Tata Memorial Hospital, Bombay.
(ii) Cancer Institute, Adyar, Madras.

(d) Complicated Heart Surgery Cases:

(i) Southern Railway Hospital, Perambur, Madras.
(ii) Christian Medical College & Hospital, Vellore.
(iii) K.E.M. Hospital, Bombay.
(iv) All India Institute of Medical Sciences, New Delhi.
(v) Bombay Hospital, Bombay.
(vi) G.B. Pant Hospital, Delhi.
(vii) Sree Chithra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
(viii) Post Graduate Institute, Chandigarh.
(ix) S.S.K.M. Hospital, Calcutta.
(x) Samaritan Hospital, Alwaye (Kerala).
(xi) Kasturba Hospital, Bhopal (BHEL).
(xii) N.M. Wadia Institute of Cardiology, Pune.
MEMORANDUM OF SETTLEMENT dated the 29th March, 1987 between the Managements of 57 banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association and the National Confederation of Bank Employees.

(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 : 57 banks listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers : 1 Shri M.N. Golporia  
                              2 Shri B. Ratnakar  
                              3 Shri J.S. Varshneya  
                              4 Shri P.S. Deshpande  
                              5 Shri P.S. Gopalakrishnan  
                              6 Shri N.S. Pradhan  
                              7 Smt. B. Dasgupta  
                              8 Shri A.K. Bakhshy  

Duly authorised on behalf of the Indian Banks' Association.

Representing the Workmen : 1 Shri D.P. Chadha  
                            2 Shri K.K. Mundul  
                            3 Shri P.S. Sundaresan  

81
4 Shri P.L. Syal
5 Shri Tarakeswar Chakraborti
6 Shri N. Sampath
7 Shri Sushil Ghosh
8 Shri Rajinder Sayal
9 Shri P.N. Tewari
10 Shri R.D. Trivedi
11 Shri Sudesh Kumar
12 Shri CH. Easwar Rao
13 Shri S.D. Dhopeshwarkar
14 Shri T.B. Rai

All India Bank Employees’ Association

1 Shri O.P. Gupta
2 Shri S.N. Duber
3 Shri M. Rajagopal
4 Shri P. Balagopala Menon
5 Shri M.R. Awasthi
6 Shri P. Lakshmi Narasaiah
7 Shri Gurudas Chatterjee
8 Shri Y.K. Arora
9 Shri S.P. Raman
10 Shri Balbir Singh Choudhry
11 Shri M.M. Pednekar
12 Shri Ashok Singh
13 Shri Sudhindas Sharma
14 Shri A.L. Chopra

National Confederation of Bank Employees.
SHORT RECITAL OF THE CASE

WHEREAS

(a) The parties to this Settlement were parties to and signed the Memorandum of Settlement dated the 8th September, 1983 relating to the following 2 items:

(1) Mechanisation / Computerisation.
(2) Voluntary Cessation of Employment by the Employees.

(b) Clause 1 of the said Settlement relates to ‘Mechanisation/Computerisation.’

(c) Sub-clause (i) of Clause 1 thereof states the specific purposes for which the Accounting Machines Electric / Electronic with / without memory, other than computers, may be utilised in banks.

(d) Sub-clause (VIII) of Clause 1, inter alia, states that the question of further extension of mechanisation / computerisation in the industry will be reviewed by the parties after 3 years and a fresh agreement entered into within a period of 6 months thereafter.

(e) Disputes arose between the parties to the Settlement about the exact type of machines, other than computers, to be installed in terms of Clause 1(i) of the aforesaid Settlement and the matter was taken up for discussions in terms of Clause 5 of the Settlement.

(f) While the discussions were continuing, the period of 3 years from the date of the Settlement expired on the 7th September, 1986 and as such, a review of the Settlement was also taken up by the parties in terms of Clause 1(VIII) thereof.

(g) The parties after several rounds of discussions have come to a Settlement as contained herein below in terms of which the Settlement dated the 8th September, 1983 shall be extended with such modifications / clarifications as given therein for another period of 3 years ending the 7th September, 1989.
(h) The parties agree that the matters agreed to in this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act, 1947 and that this Settlement shall be filed with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:

TERMS OF SETTLEMENT

Without prejudice to any subsisting understanding / agreement/ Settlement in any of the banks which are parties to this Settlement it is hereby agreed that all the provisions of the Settlement dated the 8th September, 1983 shall be extended for a further period of 3 years effective from the 8th September, 1986 subject to the modifications/clarifications as hereunder:

1. Electronic Accounting Machines with memory, other than computers, also described as “Advanced Ledger Posting Machines” (ALPMs) or “Advanced Electronic Accounting Machines” (AEAMs) may be installed under Clause 1(l) on the following terms:

   **Configurations:**
   
   (i) Not Exceeding 256 kilobytes.
   
   (ii) Not Exceeding 16 bits.
   
   (iii) Floppy / Winchester Disc.

   The capacity of the above configurations shall be utilised for the purposes specified in the Settlement.

2. These ALPMs / AEAMs shall be ‘stand alone’ machines each dedicated to only one of the following functions:

   (a) Current Accounts including Overdraft Accounts;
   
   (b) Savings Bank Accounts;
   
   (c) Other Deposit Accounts;
   
   (d) General Ledger Accounts;
   
   (e) Cash Credit and Loan Accounts;
   
   (f) Salary and Pay Roll.

3. The ALPMs / AEAMs referred to in Clause 1 of the Settlement shall not be installed at the rural or semi urban branches of any bank.
4. The ALPMs / AEAMs shall have one key board. But if an ALPM/ AEAM has more than one key board, each key board shall be treated as a separate unit for determination of the total number of ALPMs / AEAMs as per Clauses 12 and 13 of the Settlement and shall be operated by a separate ALPM/ AEAM operator.

5. One 'stand alone' single function ALPM / AEAM shall not be interlinked with any other ALPM / AEAM in any manner with back office applications / operations.

6. There shall be no linkage between 2 ALPMs/AEAMs in the same department or in different departments in the same office or outside.

7. The ALPMs / AEAMs shall not be upgraded in respect of functions permissible under this Settlement in respect of storage or memory or volume of operations or capacity or in any other manner beyond the aforesaid configuration except by written Settlement between the parties.

8. The average number of vouchers per ALPM / AEAM for functions (a) or (c) or (e) specified in Sub-clause 2 shall be about 400 per day.

9. The number of accounts on ALPMs / AEAMs for Savings Bank Account shall be 2200. The workload on an ALPM / AEAM used for Savings Bank Accounts shall not be linked to the number of vouchers.

10. The ALPMs / AEAMs shall have full particulars about the deposit or customer account such as addresses, cheque numbers and other information related to the accounts only as are usually kept in a manually operated ledger.

11. The ALPMs / AEAMs shall be installed at branches eligible on the following basis:
(a) In banks with aggregate deposits of Rs.1500 crores or more as on 31st December, 1985, at branches with 1000 or more vouchers per day calculated on an average of 52 preceding weeks.
(b) In banks with aggregate deposits of less than Rs.1500 crores as on 31st December, 1985, at branches with 750 or more vouchers per day calculated on an average of 52 preceding weeks.

NOTE: The ALPMs / AEAMs may be installed at branches with average number of vouchers fewer than 1000 or 750, as the case may be, in exchange for eligible branches, in the following circumstances:

(i) If for administrative or business reasons such as constraints of space, power, other technical requirements and customer needs, a bank decides not to install ALPMs / AEAMs in an eligible branch it may substitute such a branch with another branch where the number of daily average vouchers calculated over a period of 52 preceding weeks is not less than 750 if it is a bank with aggregate deposits of Rs.1500 crores or more as on 31st December, 1985 or is not less than 500 if it is a bank with aggregate deposits of less than Rs.1500 crores as on 31st December, 1985.

(ii) Where on the date of the Settlement the banks have already installed or have already made arrangements for installing ALMPs/AEAMs at branches with average number of vouchers fewer than specified above.

(iii) At specialised branches like overseas branches, etc, irrespective of the number of vouchers.

(iv) The total number of branches for each bank under (i), (ii) & (iii) shall be restricted to 15 to 20 per cent of the total number of its eligible branches as mentioned in sub-clause (a) or (b) above.

12. The number of ALPMs / AEAMs to be installed in banks covered by this Settlement shall be up to 3500 for the period ending 7th September, 1987 to be shared amongst the banks on a pro rata basis of the total aggregate deposits as on 31st December, 1985.

13. For the subsequent 2 year period ending 7th September, 1989 the banks may instal further 2200 ALPMs / AEAMs to be shared on the same basis as stated in Clause 12 above. Provided that, if in a bank, the number of ALPMs / AEAMs already installed or ordered as on the date of the Settlement are in excess or short of that bank’s share, the same shall
be adjusted within its share of ALPMs / AEAMs of the subsequent two years so that by 7th September, 1989, the total number of ALPMs / AEAMs in a particular bank is not more than what that bank would have been entitled to under the aforesaid criteria.

14. The following functions which are now done manually by a ledger clerk shall be performed on the ALPMs / AEAMs:

(a) Account opening / modifying / closing.
(b) Cheque books issue / deletion.
(c) Stop payment instructions.
(d) Standing instructions: creation, modification, deletion.
(e) Voucher posting.
(f) Customers' queries relating to accounts etc.
(g) Interest and service charges: calculation, application and generation of lists thereof.
(h) Supplementary / subsidiary books.
(i) Jotting of balances with totals and balancing thereof.
(j) Statements of accounts / pass books.
(k) Such other work as a ledger keeper has been performing or is required to perform as per bank's rules / existing practices.

NOTE: In terms of the existing practices in banks wherever a clerk is required to act under authorisation of his superiors in respect of discharge of the duties, the same shall continue.

15. (i) The special allowance payable for operation of ALPMs / AEAMs shall be Rs.350/- p.m. of which an amount of Rs.208/- shall rank as 'pay' for the purpose of Provident Fund.

If in any bank special allowance is paid at a rate lower than the allowance now fixed, the same shall be raised subject to provisions contained in Sub-clause (IX) of Clause 1 of the Settlement dated 8th September, 1983. The special allowance shall be payable to the concerned operators with effect from 1st September, 1986 or from the date of operation of the machine whichever is later.

(ii) The special allowance payable to Encoder Operators shall be Rs.245/- p.m. of which Rs.146/- shall rank as 'pay' for the purpose of Provident Fund.
16. Where a female operator who is in the family way desire to discontinue working on an ALPM / AEAM during the period of her pregnancy, she will be exempted at her written request from operating the ALPM / AEAM. The special allowances shall not be paid to her for the period during which she is on duty but exempted from operating the ALPM / AEAM but shall be paid during the period of her leave of any kind subject to her acceptance to perform duties as ALPM / AEAM operator on resumption.

17. The ALPMs / AEAMs operators shall be selected from amongst the willing clerical staff as per the existing or future policy / settlements in different banks which shall include passing of an aptitude test.

18. A standing committee comprising of three representatives of the IBA and three each of the two unions which are parties to the Settlement will monitor and oversee the operations of these ALPMs / AEAMs so as to ensure strict adherence to the terms and conditions of the Settlement.

19. In the event of breakdown of an ALPM / AEAM, it shall be open to a bank to substitute it by another from stand-by ALPMs / AEAMs provided the total number of operative ALPMs / AEAMs remain within the overall limit prescribed herein above for a bank.

20. For the purpose of clarity, the applications for which these ALPMs / AEAMs may be utilised are given below:

(a) **Savings Bank Accounts**
   Savings Bank Accounts which are created as such in terms of the Banking Rules.

(b) **Current Accounts including Overdraft Accounts**
   All Current Accounts and Overdraft Accounts which are treated as such in terms of the Banking Rules.

(c) **Cash Credit and Loan Accounts**
   All accounts such as cash credit, term loan, packing credit, pre or post-shipment credit, etc., where the credit limits are granted and operated.

(d) **Other Deposit Accounts**
   Term Deposits — both Long Term and Short Term, Cash Certificates, Recurring Deposits or any other deposit accounts as per the schemes of the banks.
(e) **Salary & Pay Roll**
Payments of all kinds of wages and allowances etc. to be made to all categories of employees under Awards, Agreements, Settlements, Service Regulations, Statutes etc.

(f) **General Ledger Accounts**
General Ledger, Supplementaries / Day Books / Long Books or by whatever name called concerning Current Accounts including Overdraft, Savings Bank, Cash Credit Packing and Pre / Post-Shipment Credits and other Loan Accounts, other Deposit Accounts and Salary and Pay Roll which can be mechanised under the Settlement, but shall not include Cash Book / Clean Cash Book, Registers by whatever name called and Supplementaries / Day Books / Long Books, etc. related to Departments / Work e.g. Bills, Drafts and Cash which cannot be mechanised under the Settlement.

21. Sub-clause 1(V) of the Settlement dated 8th September, 1983 shall stand amended as under:

“"The banks shall own computers themselves or through consortium by 7th September, 1989. Till such time a bank installs its own computer, it may hire time from or through other agencies. Such hiring may also be done in respect of mini-computers up to 7th September, 1989. Thereafter hiring may be done for short/temporary periods to meet administrative exigencies such as breakdown etc. However, work in connection with data processing through punching or otherwise, in case of both type of computers shall be done at the respective banks as soon as possible but not later than the date of installation of computers in the respective banks.""

22. The question of further extention of mechanisation/computerisation in the industry will be reviewed by the parties after an expiry of a period of 3 years from the 8th September, 1986 and a fresh agreement entered into within a period of 6 months thereafter. However, it will be open to the individual banks, even during the currency of this Settlement, to continue with any existing understanding / settlement or to enter into any fresh understanding / agreement / settlement with their representative / recognised union at variance with
what is agreed to under this Settlement for further enlaigement of the scope of computerisation and mechanisation.

23. The sanctioned strength of workmen staff in a branch as on the date of the Settlement, where these ALPMs / AEAMs are installed, shall not be reduced. Reduction, if any, in the staff strength shall be by mutual understanding between the concerned Bank Management and the Recognised/Representative Union of the Bank subject to the provisions of Clause (VI) of the Settlement dated the 8th September, 1983.

24. If any doubt or difficulty arises regarding interpretation of any provision of this Settlement, the matter will be taken up only at the level of Indian Banks’ Association and the All India Bank Employees’ Association and National Confederation of Bank Employees for discussion and settlement.

25. Copies of the Memorandum of Settlement shall be jointly forwarded by the parties to the authorities as required by Rule 58 of the Industrial Disputes (Central) Rules so that terms and conditions thereof are binding on the parties as provided in law.

For Indian Banks’ Association

S / Shri
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P.S. Deshpande
P.S. Gopalakrishnan
N.S. Pradhan
Smt. B. Dasgupta
A.K. Bakhshy

For National Confederation of Bank Employees

S / Shri
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For All India Bank Employees’ Association

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R.D. Trivedi

M. Rajagopal
P. Balagopala Menon
M.R. Awasthi
P. Lakshminarasaiah

Witness
(Surinder Mohan)
(R. Mascarenhas)

(Sushil Ghosh)
(Rajinder Sayal)
(Gurudas Chatterjee)
(M.M. Pednekar)

SCHEDULE I

LIST OF BANKS

1. Algemene Bank Nederland N.V.
2. Allahabad Bank
3. American Express Bank Ltd.
4. Andhra Bank
5. Bank of America NT & SA
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale De Paris
12. The Benares State Bank Ltd.
13. Bharat Overseas Bank Ltd.
14. The British Bank of the Middle East
15. Canara Bank
16. The Catholic Syrian Bank Ltd.
17. Central Bank of India
18. Standard Chartered Bank
19. Citibank N.A.
20. Corporation Bank
21. Dena Bank
22. The Federal Bank Ltd.
24. The Hongkong & Shanghai Banking Corporation
25. Indian Bank
26. Indian Overseas Bank

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27. The Jammu & Kashmir Bank Ltd.
28. Karnataka Bank Ltd.
29. The Karur Vysya Bank Ltd.
30. The Lakshmi Vilas Bank Ltd.
31. Lord Krishna Bank Ltd.
32. The Mitsui Bank Ltd.
33. The Nedungadi Bank Ltd.
34. New Bank of India
35. Oriental Bank of Commerce
36. The Parur Central Bank Ltd.
37. Punjab National Bank
38. Punjab & Sind Bank
39. Purbanchal Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. State Bank of Bikaner & Jaipur
43. State Bank of Hyderabad
44. State Bank of India
45. State Bank of Indore
46. State Bank of Mysore
47. State Bank of Patiala
48. State Bank of Saurashtra
49. State Bank of Travancore
50. Syndicate Bank
51. The Traders Bank Ltd.
52. Union Bank of India
53. United Bank of India
54. United Commercial Bank
55. United Industrial Bank Ltd.
56. Vijaya Bank
57. The Vysya Bank Ltd.