THIRD BIPARTITE SETTLEMENT

Memorandum of Settlements

1.8.1979 * 31.10.1979 * 22.11.1979

BETWEEN

CERTAIN BANKING COMPANIES

AND

THEIR WORKMEN

Published by:
Indian Banks' Association, Bombay-400 020.
# THIRD BIPARTITE SETTLEMENT
(1st August 1979)

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Memorandum of Settlement dated the 1st August 1979, between the Managements of 49 '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:
49 'A' Class Banks listed in Schedule to this Memorandum of Settlement.
And
Their workmen

Representing the Employers:

1. Shri P. F. Gutta
2. Shri P. C. D. Nambiar
3. Shri R. C. Shah
4. Shri N. N. Pai
5. Shri N. Vaghul
6. Shri K. Venkatachari
7. Shri K. Ruknuddin
8. Shri K. Manmohan Shenoi
9. Shri R. K. Ghotgalkar
10. Shri L. B. Bhide
11. Shri M. Ram Mohan Rao
12. Shri B. D. Upasani
13. Shri N. S. Pradhan
14. Shri C. Vijay

Duly authorised on behalf of the Indian Banks' Association.
Representing the workmen:
1. Shri D. P. Chadha
2. Shri K. K. Mundal
3. Shri P. S. Sundaresan
4. Shri P. L. Syal
5. Shri Prabhat Kar
6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivedi
12. Shri T. K. V. Nair

All India Bank Employees' Association.

1. Shri O. P. Gupta
2. Shri C. L. Rajaratnam
3. Shri N. C. Choudhury
4. Shri M. Rajagopal
5. Shri C. Coutto
6. Shri P. Balagopala Menon
7. Shri P. Lakshmi Narasaiah
8. Shri G. M. V. Nayak
9. Shri Ashok Singh
10. Shri Sudhir Das Sharma
11. Shri V. R. Kamath
12. Shri R. Sivagyanam

National Confederation of Bank Employees.
SHORT RECITAL OF THE CASE

(i) Whereas the forty-nine 'A' Class Banks listed in Schedule 1 to this Memorandum of Settlement and hereinafter referred to as said Banks are all members of the Indian Banks' Association.

(ii) On an independent ascertainment made by the Indian Banks' Association it is found that the All India Bank Employees' Association (hereinafter referred to as 'the said AIBEA') and to the National Confederation of Bank Employees (hereinafter referred to as 'the said NCBE') represent the overwhelming majority of the workmen employed by the said Banks.

(iii) The service conditions of the workmen in Banks other than (a) State Bank of India, (b) Indian Overseas Bank, (c) State Bank of Saurashtra are at present governed by the provisions of the Award of the All-India Industrial Tribunal presided over by Justice Shri P. Sastry in Reference No. 1 of 1952 as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955; the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 hereinafter referred to as the Sastry Award and the provisions of the Award of the National Industrial Tribunal presided over by Justice Shri K. T. Desai in Reference No. 1 of 1960 which Award hereinafter referred to as the Desai Award inter alia modified certain provisions of the Sastry Award and as further modified by Memorandum of Settlement dated 19th October 1966, entered into between the Indian Banks' Association and the then Bombay Exchange Banks' Association representing employers and the All India Bank Employees' Association and the All India Bank Employees' Federation representing workmen, and the Memoranda of Settlement dated 12th October 1970, 23rd July 1971 and 8th November 1973 entered into between the Indian Banks' Association and the AIBEA.

(iv) In case of State Bank of India, apart from the two Awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlements dated the 31st March 1967, 24th February 1970 and
15th September 1970 entered into between the State Bank of India and the All India State Bank of India Staff Federation representing their workmen.

(v) In case of Indian Overseas Bank apart from the said two awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlements dated 14th December 1966, 17th December 1970, 29th July 1972 and 23rd March 1973 entered into between the Indian Overseas Bank and the All India Overseas Bank Employees’ Union representing their workmen.

(vi) In case of State Bank of Saurashtra apart from the said two awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlement dated 11th November 1966 entered into between the State Bank of Saurashtra and the All India State Bank of India Staff Federation representing their workmen.

(vii) In case of Bank of Baroda apart from the Awards and Settlements listed in sub para (iii) above the service conditions of the workmen are also to be found in two other Settlements dated 23rd December 1966 and 19th December 1970 entered into between the Bank of Baroda and the All India Bank of Baroda Employees’ Federation representing their workmen.

(viii) The Charter of Demands submitted by the organisations on behalf of the workmen were admitted in conciliation but conciliation proceedings ended in a failure.

(ix) The parties, however, held bilateral negotiations and have arrived at a settlement in respect of scales of pay, Dearness Allowance, City Compensatory Allowance, House Rent Allowance, Special Allowances, Medical Aid, Provident Fund and have further agreed on the modalities of resolving the other demands not settled under this Memorandum of Settlement as also the issues raised on behalf of the said Banks by the Indian Banks’ Association.

(x) The parties have agreed to hold immediate negotiations for the resolution of the other demands of the workmen not
settled under this Memorandum of Settlement and the issues raised by the said Banks.

(xii) The parties are desirous of recording what has been agreed under this Memorandum of Settlement and filing this Settlement with the appropriate authorities as required by Rule 58 of the Industrial Disputes (Central) Rules so that the terms hereof shall be binding on the parties to this Settlement.

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

TERMS OF SETTLEMENT

1. In respect of the 49 Banks listed in Schedule I to this Memorandum of Settlement except 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 and of the Desai Award as modified by the Memorandum of Settlements dated 19th October 1966, 12th October 1970, 23rd July 1971 and 8th November 1973 referred to above 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 Sastry Award and of the Desai Award as modified by the Memoranda of Settlements dated 31st March 1967, 24th February 1970 and 15th September 1970 referred to above 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 Sastry Award and of the Desai Award as further modified by Settlements dated 23rd December 1966 and 19th December 1970 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by the Settlement.

4. In respect of State Bank of Saurashtra it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Settlement dated 11th November 1966
referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

5. In respect of the Indian Overseas Bank it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Memoranda of Settlements dated 14th December 1966, 17th December 1970, 29th July 1972 and 23rd March 1973 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

6. In respect of the following conditions of service the existing terms will be substituted by the under-mentioned revised terms with effect from 1st September 1978:

I. Scales of Pay

i) Sub-Staff
   Rs. 245-7-280-10-330-12-390-15-435-20-455.

ii) Clerical Staff

Notes

a. Fitment in the new scales of pay shall be on the stage to stage basis.

b. There shall be no change in the dates of annual increments because of the fitment.

II. Dearness Allowance

i) Sub-Staff

Two per cent of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.
In the service conditions of the peak that the same are modified by

in Overseas Bank it is agreed that Award and of the Desai Award as
amoranda of Settlements dated December 1970, 29th July 1972
to above shall govern the service except to the extent that the same

covering conditions of service the
red by the under-mentioned revised
emember 1978:

Staff

27-280-10-330-12-390-15-435-

20-405-25-455-30-545-35-580-

20-405-25-455-30-545-35-580-

20-405-25-455-30-545-35-580-

ent in the new scales of pay shall
on the stage to stage basis.
ere shall be no change in the dates
annual increments because of the
ent.

Allowance

of "pay" for every rise of 4 points
the quarterly average of the All
Working Class Consumer Price
Base 1960 = 100.

III.
IV. **House Rent Allowance - Clerical and Subordinate Staff.**

i) At special places, i.e., Bombay, Delhi, Calcutta and Madras 7.5% of pay, maximum Rs. 85/- p.m.

ii) At semi-special places, i.e., Ahmedabad, Bangalore, Hyderabad and Kanpur 7% of pay, maximum Rs. 78/- p.m.

iii) At places with population of two lakhs and over excluding those at (i) and (ii) above and including State Capitals and Capitals of Union Territories 6% of pay, maximum Rs. 68/- p.m.

iv) At places with population of 10,000 and over but below two lakhs, 4% of pay, maximum Rs. 48/-.

Provided that no House Rent Allowance will be payable where Goa Allowance is paid.

"Pay" for the purpose of calculating House Rent Allowance shall mean basic pay plus special allowance, if any, and officiating allowance, if any, except that in the case of the clerical staff, the special allowance to be taken into account shall only be 63.5% thereof.

V. **Special Allowances**

Without prejudice to the IBA's issue in regard to various aspects of special allowances, the existing special allowances will be re-fixed on the basis of 100% merger both for the sub-staff and the clerical staff. In respect of clerical staff the DA payable on the special allowances at CPI 332 (1960=100) would be added to this amount and the revised special allowance will be fixed accordingly. Tables showing the special allowances as revised are given in Schedule II. In respect of clerical staff this special allowance so consolidated will not rank for Dearness Allowance as from the
date of effect. Of this amount, only 63.5% shall be counted as "pay" for all other purposes including for purposes of superannuation benefits.

VI. Medical Aid - Clerical and Subordinate Staff

Rs.
Up to Basic Pay of Rs. 700/-p.m. 225/- p.a.
Between Rs. 701/- and Rs. 1000/- p.m. 300/- p.a.
Over Basic Pay of Rs. 1000/-p.m. 350/- p.a.

Explanation
For the year 1978, the increase in the Medical Aid shall be one third of the enhancement.

VII. Provident Fund

Subject to Sub Clause V above, for purposes of contribution to Provident Fund, pay will be reckoned at the rate of 80% during the first year of Settlement from the date of effect, 90% during the second year of Settlement and 100% thereafter.

7. In respect of the State Bank of India and Bank of India the workmen shall be eligible for the additional benefits set out respectively in the Schedule III and IV.

8. Other Issues

Parties to the Settlement hereby agree that

(i) The demands on behalf of the workmen not covered by this Memorandum of Settlement as also the issues raised by IBA on behalf of the managements of the said Banks will be discussed and negotiated between the IBA and the AIBEA and NCBE with a view to arriving at a negotiated settlement.

(ii) The said discussions and negotiations shall be commenced not later than the 17th August, 1979 and completed not later than the 16th September, 1979.

(iii) Any of the demands made on behalf of the workmen or any of the issues raised on behalf of the Management
which are not settled between the parties as on the 17th September, 1979 shall stand referred to a Board of Arbitrators.

(iv) The Board of Arbitrators shall comprise one person to be nominated jointly by the AIBEA and NCBE, one person to be nominated by IBA and one person who shall be a retired judge of the Supreme Court or a High Court to be nominated by the Ministry of Finance, Government of India. The person nominated by the Ministry of Finance, Government of India, shall be the Chairman of the Board of Arbitrators.

(v) The AIBEA and NCBE will nominate jointly their nominee to the Board of Arbitrators on or before the 16th August, 1979.

(vi) The IBA will nominate its nominee to the Board of Arbitrators on or before the 16th August, 1979.

(vii) The Board of Arbitrators would be requested to commence arbitration proceedings immediately after the demands/issues stand referred to them and to make and publish their Award within two months of their entering into the reference.

(viii) The Award of the Arbitrator will be deemed to be an agreement binding on the parties under Section 18 of the Industrial Disputes Act, 1947 and will be implemented as if it is part and parcel of this Settlement.

9. Implementation

Subject to the provisions of Sub-Clauses (i), (ii), (iii) and (v) of Clause 8 above, the implementation of the revised terms mentioned in para 6 above will be taken in hand on 17th September, 1979 and will be completed within two months therefrom. Notwithstanding such implementation, the computation of overtime on the revised basis will come into effect only on and after 1st September, 1979.

10. This Settlement shall remain in force for a period of four years with effect from 1st September, 1978, 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.

11. 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.

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

For Indian Banks' Association
1. P. F. Gutta
2. P. C. D. Nambiar
3. R. C. Shah
4. N. N. Pai

For All India Bank Employees' Association
1. D. P. Chadha
2. K. K. Mundul
3. Prabhat Kar
4. Tarakeswar Chakraborty
5. N. Sampath

For National Confederation of Bank Employees
1. O. P. Gupta
2. C. L. Rajaratnam
3. M. Rajagopal
4. P. Balagopal Menon
5. N. C. Choudhury

Witnesses :

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

1. Algemene Bank Nederland N.V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. The Andhra Bank Ltd.
5. Bank of America
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 British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank, N. A.
18. Corporation Bank Ltd.
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank Ltd.
22. The Hindustan Commercial Bank Ltd.
23. Indian Bank
24. Indian Overseas Bank
25. Karnataka Bank Ltd.
26. The Lakshmi Commercial Bank Ltd.
27. Mercantile Bank Ltd.
28. The Mitsui Bank Ltd.
29. The New Bank of India Ltd.
30. The Oriental Bank of Commerce Ltd.
31. Punjab National Bank
32. The Punjab and Sind Bank Ltd.
33. The Sangli Bank Ltd.
34. The South Indian Bank Ltd.
35. State Bank of Bikaner and Jaipur
36. State Bank of Hyderabad
37. State Bank of India
38. State Bank of Indore  
39. State Bank of Mysore  
40. State Bank of Patiala  
41. State Bank of Saurashtra  
42. State Bank of Travancore  
43. Syndicate Bank  
44. Union Bank of India  
45. United Bank of India  
46. United Commercial Bank  
47. United Industrial Bank Ltd.  
48. Vijaya Bank Ltd.  
49. The Vysya Bank Ltd.

**SCHEDULE II**

<table>
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<th>Category of Workmen</th>
<th>Rs.</th>
<th>Amount ranking for PF</th>
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<tbody>
<tr>
<td>1. Telephone Operator</td>
<td>30.00</td>
<td>19.05</td>
</tr>
<tr>
<td>2. Relieving Telephone Operator</td>
<td>15.00</td>
<td>9.52</td>
</tr>
<tr>
<td>3. Audit Clerk</td>
<td>51.00</td>
<td>32.38</td>
</tr>
<tr>
<td>4. Comptist</td>
<td>60.00</td>
<td>38.10</td>
</tr>
<tr>
<td>5. Telex Operator</td>
<td>75.00</td>
<td>47.62</td>
</tr>
<tr>
<td>6. Teller</td>
<td>99.00</td>
<td>62.86</td>
</tr>
<tr>
<td>7. Punch Card Operator</td>
<td>84.00</td>
<td>53.34</td>
</tr>
<tr>
<td>8. Accounting Machine Operator</td>
<td>129.00</td>
<td>81.91</td>
</tr>
<tr>
<td>9. IBM, ICT (Hollerith-Power Samas) Machine Operator</td>
<td>147.00</td>
<td>93.34</td>
</tr>
<tr>
<td>10. Stenographer</td>
<td>147.00</td>
<td>93.34</td>
</tr>
<tr>
<td>11. Head Clerk</td>
<td>147.00</td>
<td>93.34</td>
</tr>
<tr>
<td>12. Assistant Head Cashier (above the level of routine clerks)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Units of 5 clerks and above</td>
<td>93.00</td>
<td>59.05</td>
</tr>
<tr>
<td>Units of 4 clerks and below</td>
<td>66.00</td>
<td>41.91</td>
</tr>
<tr>
<td>13. Cashier-in-Charge of Cash in Pay Office or Branch</td>
<td>99.00</td>
<td>62.86</td>
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14. Head Cashier—Category ‘A’
   Unit of 5 clerks and above  129.00  81.91
   Unit of 4 clerks and below  99.00  62.86

15. Head Cashier—Category ‘B’
   Unit of 5 clerks and above  147.00  93.34
   Unit of 4 clerks and below  117.00  74.29

16. Head Cashier—Category ‘C’
   164.00  104.14

17. Head Cashier—Category ‘D’
   182.00  115.57

18. Head Cashier—Category ‘E’
   254.00  161.29

19. Special Assistant
   272.00  172.72

For Educational Qualifications

For those workmen who hereafter reach or have already reached the 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)

<table>
<thead>
<tr>
<th>Amount ranking for PF</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 after they have completed 1 year)</td>
</tr>
<tr>
<td>72 after they have completed 2 years)</td>
</tr>
<tr>
<td>108 after they have completed 3 years)</td>
</tr>
<tr>
<td>144 after they have completed 4 years)</td>
</tr>
<tr>
<td>180 after they have completed 5 years)</td>
</tr>
</tbody>
</table>

Category of Workmen

<table>
<thead>
<tr>
<th>Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cyclostyle Machine Operator</td>
</tr>
<tr>
<td>2. Liftman</td>
</tr>
<tr>
<td>3. Relieving Liftman</td>
</tr>
<tr>
<td>4. Cash Peon</td>
</tr>
<tr>
<td>5. Watchman/Watchman-cum-Peon</td>
</tr>
<tr>
<td>6. Armed Guard</td>
</tr>
<tr>
<td>7. Bill Collector</td>
</tr>
<tr>
<td>8. Daftary</td>
</tr>
<tr>
<td>9. Head Peons</td>
</tr>
<tr>
<td>10. Air Conditioning Plant Helper</td>
</tr>
<tr>
<td>11. Electrician</td>
</tr>
<tr>
<td>12. Driver</td>
</tr>
</tbody>
</table>
SCHEDULE III

Special compensatory provisions for the workmen employees in the State Bank of India

1. The employees of the Bank, clerical and cash department staff and subordinate staff, as were in service of the Bank as on 31st December, 1969 and were in receipt of personal pay immediately prior to 1st September, 1978, shall not, except as otherwise provided hereunder, draw any such personal pay on and from 1st September, 1978. However, in lieu thereof they will be fitted in the new scales of pay

(i) at the stage immediately above the stage at which they would be otherwise fitted in terms of this settlement if they are employees in the clerical and cash department staff and are employees in the subordinate staff drawing a personal pay applicable to Area III; and

(ii) two stages above the stage at which they would otherwise be fitted in terms of this settlement, if they are employees in the subordinate staff drawing a personal pay applicable to Areas I and II.

Such of those employees in the clerical and cash department staff who draw personal pay at the maximum of the scale immediately prior to 1st September, 1978, will be paid in lieu of personal pay of Rs. 35/-, a personal allowance of Rs. 105/- p.m. which will not rank for D.A. Of this personal allowance, 63.5% will be counted as "pay" for the purpose of Provident Fund and Gratuity, if any. Such of those employees in the subordinate staff who were in the service of the Bank as on 31st December, 1969 and who drew personal pay at the maximum of the scale immediately prior to 1st September 1978 will be paid in lieu of personal pay of Rs. 15/- p.m., a personal pay of Rs. 30/- p.m. and in lieu of personal pay of Rs. 8/- p.m., a personal pay of Rs. 16/- p.m. which personal pay will rank for D.A. and other purposes on the lines of special allowance for the subordinate staff.

2. Special allowances in the case of clerical and cash department staff and the officiating allowance payable to employees officiating as "Relief Sub-Accountant" or "Acting
Head Cashier’ will be consolidated on the same lines as will be applicable in other banks subject to adjustment for the difference in the application of the working class index as against the middle class index which is now applicable.

3. The amount of pension payable will be calculated on the same lines as was being done immediately before the Settlement but the benefit of the liberal D.A. formula linked to the cost of living index will not be available to the employees who retired or retire after the date from which the revised scales of pay come into force i.e. 1-9-1978, provided that the pension plus dearness allowance thereon payable to an employee under this Settlement shall not be less than what he would have drawn but for the revision of pay scales.

4. In order to compensate the employees in service of the Bank as on the date of the Settlement for the higher benefit available to them in respect of remuneration as compared with other banks—(i) the clerical and cash department staff will be paid an Adjusting Allowance equivalent to the amounts at various stages of the new scale as specified in the enclosure hereto; and (ii) the subordinate staff will be paid an Adjusting Allowance of Rs. 8/- p.m.

These Adjusting Allowances will not rank as pay for either D.A. or any other benefit.

5. With regard to the higher D.A. payable to the clerical and cash department staff in the Bank, in addition to the D.A. worked out under the new formula and the protection applicable to the employees of other banks at the maximum of the scale upto the quarterly average of the working class index figure of 332 points, employees of the Bank will be paid an Adjustable D.A. equivalent to the difference in the D.A. payable under the middle class index and the working class index on the basis of the existing formula applicable at the corresponding stages in the scale of pay immediately prior to 1st September, 1978.

*Note*: The protection of dearness allowance upto 332 points in the working class at the maximum of the scale referred to herein will be added to the amount of Adjusting Allowance referred to in paragraph 4 above and paid accordingly.
Adjusting Allowance payable to the clerical and cash department staff in the State Bank of India

<table>
<thead>
<tr>
<th>Stage in the Scale of Pay</th>
<th>Adjusting Allowance Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12</td>
</tr>
<tr>
<td>2</td>
<td>13</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>14</td>
</tr>
<tr>
<td>5</td>
<td>16</td>
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<td>6</td>
<td>27</td>
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<td>7</td>
<td>28</td>
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<td>8</td>
<td>27</td>
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<tr>
<td>9</td>
<td>28</td>
</tr>
<tr>
<td>10</td>
<td>36</td>
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<tr>
<td>11</td>
<td>32</td>
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<td>12</td>
<td>29</td>
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<td>13</td>
<td>26</td>
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<td>14</td>
<td>17</td>
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<td>15</td>
<td>33</td>
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<td>16</td>
<td>39</td>
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<td>17</td>
<td>35</td>
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<tr>
<td>18</td>
<td>36</td>
</tr>
<tr>
<td>19</td>
<td>30</td>
</tr>
<tr>
<td>20</td>
<td>27</td>
</tr>
</tbody>
</table>

Note: The existing employees to whom this Adjusting Allowance is payable will draw such allowance at various stages as they move higher in the scale.

SCHEDULE IV

Special Provisions for Bank of India

The employees in Bank of India who were in the service of the Bank on 1-1-1970 and were drawing a 'personal allowance' will continue to draw the 'personal allowance' payable to them in terms of the Settlement dated 12-10-1970.
The Memorandum of Settlement dated the 31st October 1979, between the Managements of 49 '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:

49 'A' Class Banks listed in Schedule I to this Memorandum of Settlement. And

Their workmen

Representing Employers:

1. Shri P. F. Gutta
2. Shri P. C. D. Nambiar
3. Shri R. C. Shah
4. Shri N. N. Pai
5. Shri N. Vaghul
6. Shri K. Venkatachari
7. Shri K. Ruknuddin
8. Shri K. Manmohan Shenoii
9. Shri R. K. Ghotgalkar
10. Shri L. B. Bhide
11. Shri M. Ram Mohan Rao
12. Shri B. D. Upasani
13. Shri N. S. Pradhan
14. Shri C. Vijay

Duly authorised on behalf of the Indian Banks' Association

18
Representing the workmen:

1. Shri D. P. Chadha
2. Shri K. K. Mundal
3. Shri P. S. Sundaresan
4. Shri P. L. Syal
5. Shri Prabhat Kar
6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivedi
12. Shri T. K. V. Nair

All India Bank Employees’ Association

1. Shri O. P. Gupta
2. Shri C. L. Rajaratnam
3. Shri N. C. Choudhury
4. Shri M. Rajagopal
5. Shri C. Coutto
6. Shri P. Balagopala Menon
7. Shri P. Lakshmi Narasaiah
8. Shri G. M. V. Nayak
9. Shri Ashok Singh
10. Shri Sudhir Das Sarma
11. Shri V. R. Kamath
12. Shri R. Sivagyanam

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 1st August 1979;

(b) the parties had agreed in the said Memorandum of Settlement to discuss demands made on behalf of the workmen, not covered by that Settlement as also issues raised by the Indian Banks' Association on behalf of the managements of, inter alia the said 49 'A' Class Banks, with a view to arriving at a negotiated settlement and had also agreed that the demands and issues which were not settled mutually would stand referred to a Board of Arbitrators;

(c) the said demands and issues were discussed between the parties on several occasions and the parties arrived at agreed conclusions on 19th October 1979;

(d) those demands and issues in respect of which settlement was reached are recorded in the present Settlement and those demands and issues on which an agreement could not be reached stand jointly referred to arbitration in terms of the said Memorandum of Settlement dated 1st August 1979;

(e) 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 IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

TERMS OF SETTLEMENT

1. Notwithstanding anything contained in the Memorandum of Settlement dated 1st August 1979, with effect from 1-9-1980, the rate of dearness allowance applicable to workmen staff other than subordinate staff will be 1.58% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India
Average Working Class Consumer Price Index (General) Base 1968 = 100, subject to a maximum of Rs. 15.80 for each such rise of 4 points.

II. Schedule II to the Memorandum of Settlement dated 1st August 1979 shall be substituted by Schedule II to this Settlement effective from 1.9.1978. The amount of special allowance ranking for Superannuation benefits will also be in terms of Schedule II.

III. In respect of the 49 Banks listed in Schedule I to this Memorandum of Settlement except 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 and of the Desai Award as modified by the Memorandum of Settlements dated 19th October 1966, 12th October 1970, 23rd July 1971 and 8th November 1973 referred to above shall govern the service conditions except to the extent that the same are modified by this Settlement.

IV. In respect of State Bank of India, it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the memoranda of Settlements dated 31st March 1967, 24th February 1970 and 15th September 1970 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

V. In respect of Bank of Baroda it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by Settlements dated 23rd December 1966 and 19th December 1970 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

VI. In respect of State Bank of Saurashtra it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Settlement dated 11th November 1966 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.
VII. In respect of the Indian Overseas Bank it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Memoranda of Settlements dated 14th December 1966, 17th December 1970, 29th July 1972 and 23rd March 1973 referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

VIII. In respect of all the banks mentioned in the Schedule to this Settlement it is agreed that the provisions contained in the Memorandum of Settlement dated 1st August, 1979 between IBA and AIBEA/NCBE shall continue to govern the service conditions except to the extent that the same are modified in this Settlement.

IX. In respect of the following conditions of service, the existing terms will be substituted by the undermentioned revised terms:

1. Combined Designations


(i) There should be no restriction on combination of designations at rural branches. A rural branch will be an office situated at a centre with a population of less than 10,000. Having regard to the special characteristics of these branches, the management shall be free to work out the staffing pattern based on the needs of the organisation.

(ii) at semi-urban branches, not more than three designations can be combined,

(iii) the present position will continue in metropolitan and urban branches.
It is hereby clarified that

(a) where a person has been appointed as a ‘clerk-typist’ it will be a combined designation.

(b) entrustment of duties attracting special allowance will not amount to granting an additional designation.

2. Restrictive Practices

The parties agree to adopting a joint declaration as per Annexure I.

3. Disciplinary Action and Procedure Therefor

(i) In partial modification of clause 19.6 of the Settlement dated 19.10.1966 between IBA and AIBEA, para 521(5) of the Sastry Award and para 18.28 of the Desai Award, Clause 17.6 of the Settlement between IOB and AIOBEU dated 14.12.1966 and Clause 19.6 of the Settlement between BOB and AIBOBEF dated 23.12.1966, the following punishments be added to the list of punishments. An employee found guilty of gross misconduct may—

(a) have his special allowance withdrawn

or

(b) have his pay reduced to the next lower stage up to a maximum period of 2 years, in case he had reached the maximum in the scale of pay.

(ii) Clause 19.14 of the Settlement between IBA and AIBEA dated 19-10-1966, para 521(12) of the Sastry Award and para 18.28 of the Desai Award; Clause 17.14 of the Settlement between IOB and AIOBEU dated 14-12-1966, Clause 19.14 of the Settlement between BOB and AIBOBEF dated 23.12.1966, have been modified as under:

The Chief Executive Officer or the Principal Officer in India of a bank or an Alternate Officer at the Head Office or principal office nominated by him for the
purpose shall decide which officer (i.e. the Disciplinary Authority) shall be empowered to take disciplinary action in the case of each office or establishment. He shall also decide which officer or body higher in status than the officer authorised to take disciplinary action shall act as the appellate authority to deal with or hear and dispose of any appeal against orders passed in disciplinary matters. These authorities shall be nominated by designation, to pass original orders or hear and dispose of appeals from time to time and a notice specifying the authorities so nominated shall be published from time to time on the bank's notice board.

It is clarified that the disciplinary authority may conduct the enquiry himself or appoint another officer as the Enquiry Officer for the purpose of conducting an enquiry.

The appellate authority shall, if the employee concerned is so desirous, in a case of dismissal, hear him or his representatives before disposing of the appeal. In cases where hearings are not required, an appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.

Desai Award in respect of State Bank of India and State Bank of Saurashtra shall be modified as under:

- An enquiry need not be held if:
  
  (a) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct;

  (b) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice; and

  (c) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

However, if the employee concerned requests a hearing regarding the nature of punishment such a hearing shall be given.

(a) An enquiry need not also be held if the employee is charged with minor misconduct and the punishment proposed to be given is warning or censure. However,

(i) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and

(ii) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has a right to have access to the documents and material on which the charge is based.

(iii) if the employee requests a hearing such a hearing shall be given and in such a hearing he may be permitted to be represented by a representative authorised to defend him in an enquiry had such an enquiry been held.
(b) Where an employee is charged with a minor misconduct and an enquiry is not held on two previous occasions, an enquiry shall be held in respect of the third occasion.

4. Casual Leave

In partial modification of Clause 13.22 of the Settlement between IBA and AIBEA dated 19.10.1966 and Clause 7.22 of the Settlement between SBI and AISBF dated 31.3.1967 as modified, Clause 12.19 of the Settlement between IOB and AIOBEU dated 14.12.1966 and clause 13.22 of the Settlement between BOB and AIBOBEF dated 23.12.1966, it is hereby clarified that casual leave shall be earned by an employee during the first calendar year of his service on a pro-rata basis at the rate of one day for each completed month or part thereof.

5. Leave Fare Concession — Tickets

In partial modification of Clause 10.10 of the Settlement between IBA and AIBEA dated 9-10-1966, Clause 6.38 of the Settlement between SBI and AISBF dated 31.3.1967 as modified and Clause 9.11 of the Settlement between IOB and AIOBEU dated 14.12.1966 and Clause 10.10 of the Settlement between BOB and AIBOBEF dated 23.12.1966, it is hereby clarified that an employee claiming reimbursement under leave fare concession shall produce money receipts as evidence and if the money receipt is not available, any other satisfactory evidence of travel along with a suitable explanation for the non-production of money receipts.

6. Night Clearing

The parties to the Settlement are agreeable in principle to the introduction of a night shift for the clearing departments for night clearance of cheques in the major cities in the country. The details of the scheme along with the allowances to be paid to the employees who attend the night shift will be discussed further and settled between the parties.

7. Halting Allowance

In partial modification of Clause III(g) of the Settlement between IBA and AIBEA dated 8.11.1975, Clause 5.13 of the
Settlement between SBI and AISBISF dated 31.3.1967 as modified and clause 3(f) of the Settlement between IOB and AIOBEU dated 29.7.1972, halting allowance will be payable at the following rates with effect from 1st October, 1979:

<table>
<thead>
<tr>
<th></th>
<th>Non-sub staff</th>
<th>Sub staff</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
<td>CCA Centres</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Non-CCA Centres</td>
<td>20</td>
<td>15</td>
</tr>
</tbody>
</table>

8. **Hill and Fuel Allowances**

In supersession of Clauses III(c) and (d) of the Settlement between IBA and AIBEA dated 8.11.1973, Clauses 5.4 and 5.5 of the Settlement between SBI and AISBISF dated 31.3.1967 as modified, clauses 3(c) and 3(d) of the Settlement between IOB and AIOBEU dated 29.7.1972, hill and fuel allowances will be combined and paid throughout the year as under:

(i) Places situated at a height of and over 1,500 metres:
    - 10% of pay
    - min. Rs. 35/-
    - max. Rs. 100/-

(ii) Places situated at a height of over 1,000 metres but less than 1,500 metres:
    - 8% of pay
    - min. Rs. 30/-
    - max. Rs. 75/-

Provided, however, that if any employee is in receipt of these allowances over the stipulated maximum, it shall be protected.

Notwithstanding the provision as aforesaid, hill and fuel allowances will be paid at Mercara Town and at places specifically declared as 'Hill Stations' by the Central/State Governments irrespective of their height at the rates specified in (ii) above. This provision will come into force on 1.9.1978.

9. **Washing Allowance**

(i) In supersession of Clauses III(a) of the Settlement between IBA and AIBEA dated 8.11.1973, Clause 5.2 of the Settlement between SBI and AISBISF dated 31.3.1967 as
modified, Clause 3(a) of the Settlement between IOB and AIOBEU dated 29.7.1972, washing allowance will be paid to members of the subordinate staff entitled to uniforms at the rate of Rs. 10/- per month at all centres.

(ii) No washing allowance would be payable where washing arrangements are made by the Bank.

10 Cycle Allowance

In supersession of Clause III(b) of the Settlement between IBA and AIBEA dated 8.11.1973, Clause 5.3 of the Settlement between SBI and AIBISIF dated 31.3.1967 as modified, Clause 3(b) of the Settlement between IOB and AIOBEU dated 29.7.1972 cycle allowance will be paid to members of the subordinate staff who are required by a bank to use a cycle on regular assignment for outdoor duties at the following rates—

In Bombay, Delhi,
Calcutta and Madras : Rs. 20 per month

In all other places : Rs. 15 per month

11. Compensation on Transfer

(i) In supersession of Clause IX(b) of the Settlement between IBA and AIBEA dated 8.11.1973, Clause 5.17 of the Settlement between SBI and AIBISIF dated 31.3.1967 as modified, Clause 6(h) of the Settlement between IOB and AIOBEU dated 29.7.1972, compensation on transfer will be as under:

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

Non-subordinate staff : Rs. 100
Subordinate staff : Rs. 60

Where no receipts/statement of loss are produced a lumpsum payment —

Non-subordinate staff : Rs. 60
Subordinate staff : Rs. 40
(ii) In supersession of para 6.72 of the Desai Award an employee on transfer shall be paid the cost actually incurred in transferring his personal effects by any mode of transport at goods train rate weighing as follows:

<table>
<thead>
<tr>
<th></th>
<th>Non-Substaff</th>
<th>Substaff</th>
</tr>
</thead>
<tbody>
<tr>
<td>For married persons</td>
<td>1000 kgs.</td>
<td>750 kgs.</td>
</tr>
<tr>
<td>For unmarried persons</td>
<td>750 kgs.</td>
<td>500 kgs.</td>
</tr>
</tbody>
</table>

12. Project Area

(i) Compensatory Allowance

In supersession of Clause 9.6 of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 5.7 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 3(e) of the Settlement between IOB and AIBOEU dated 29-7-1972, project area compensatory allowance will be paid as under:

(a) Project Area – Group ‘A’

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>Allowance</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-subordinate</td>
<td>Rs. 25</td>
<td>per month</td>
</tr>
<tr>
<td>Subordinate</td>
<td>Rs. 20</td>
<td>per month</td>
</tr>
</tbody>
</table>

(b) Project Area – Group ‘B’

<table>
<thead>
<tr>
<th>Staff Type</th>
<th>Allowance</th>
<th>Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-subordinate</td>
<td>Rs. 20</td>
<td>per month</td>
</tr>
<tr>
<td>Subordinate</td>
<td>Rs. 15</td>
<td>per month</td>
</tr>
</tbody>
</table>

Employees in the State Bank of India in Project Area Group ‘C’ will be treated as employees in Project Area Group ‘B’. This will be with effect from 1-9-1978.

(ii) House Rent Allowance

In partial modification of Clause 8.2(B) of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 4.2(B) of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 7.2(B) of the Settlement between IOB and AIBOEU dated 14-12-1966, house rent allowance in project areas, if quarters are not provided by the Bank will be as under with effect from 1-9-1978:
(i) Group 'A' – @ 7.5% of pay subject to a minimum of Rs. 35/- in the case of non-subordinate staff and Rs. 30/- in the case of subordinate staff and a maximum of Rs. 85/-.

In the case of SBI, however, the minimum allowance would be Rs. 40/- for non-subordinate staff and Rs. 35/- for subordinate staff, subject to a maximum of Rs. 85/-.

(ii) Group 'B' – @ 7.5% of pay subject to a minimum of Rs. 30/- in the case of non-subordinate staff and Rs. 25/- in the case of subordinate staff with a maximum of Rs. 78/-.

In the case of SBI, however, the minimum would be Rs. 35/- for the non-subordinate staff and Rs. 30/- for the subordinate staff, subject to a maximum of Rs. 78/-.

(iii) Parties agree to discuss and finalise additions/deletions to the list of Project Areas. This will be on the basis of all the following four principles being satisfied:

a) Place is declared as a project area by Government;
b) The branch of the bank is situated in the project area;
c) It should be far away from a town/city; and
d) All the land is acquired by the project authorities as a result of which housing is not available.

13. Split Duty Allowance

In partial supersession of Clause 9.7 of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 5.9 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified and Clause 8.7 of the Settlement between IOB and AIOBEU dated 14-12-1966, split duty allowance will be payable as under –

<table>
<thead>
<tr>
<th></th>
<th>Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>At CCA Centres</td>
<td>20/- per month</td>
</tr>
<tr>
<td>At non-CCA Centres</td>
<td>15/- per month</td>
</tr>
</tbody>
</table>
It is also clarified that even where business hours are not split, banks are free to split the duty hours of (a) watch and ward staff, and (b) sweepers without payment of the allowance. In respect of drivers where the duty hours are split, they shall be eligible for payment of split duty allowance.

14. Part-time Employees
   (i) Parties agree that permanent part-time employees who are required by the bank to work for more than 6 hours a week will be eligible for Provident Fund and Gratuity. Provident Fund Provisions will come into effect from 1-9-1978.

   (ii) Parties further agree that in partial supersession of Clause 9(b) of the Settlement between IBA and AIBEA dated 12-10-1970, Clause 14.3 of the Settlement between SBI and AISBISF dated 31-3-1967 and Clause 6(b) of the Settlement between IOB and AIOBEU dated 17-12-1970 and Clause 6(b) of the Settlement between BOB and AIOBEF dated 19-12-1970, the minimum payable to part-time employees required to work over 3 hours a week but below 6 hours a week shall be Rs. 60 per month with effect from 1-9-1978.

   (iii) Parties further agree that subject to the bank’s recruitment rules, if any, part-time employees in the subordinate cadre will be given a preference for filling full-time vacancies in the same cadre, other things being equal.

15. Encashment of Privilege Leave
   (i) Parties agree that workmen would be entitled to encash the accumulated leave to his credit at the time of retirement.

   (ii) Parties further agree that if a workman dies in service, his heirs will be paid salary for the leave accrued to him at the time of the death.

16. Reimbursement of Road Travel
In supersession of para 6.74 of the Desai Award where an employee has to travel on duty between two places non connected, or partly connected by rail or steamer, he will be reimbursed actual road mileage costs or at 20 paise per km. whichever is lower.
The same rate will also be applicable to travel by road under Leave Fare Concession.

17. **Family — Definition**

(a) In supersession of clause 6.10 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified for the purposes of LFC, the expression ‘wholly dependant parents’ shall mean either parent having no independent income or a monthly income not exceeding Rs. 150/-.

(b) In partial modification of Clause IV (vi) of the Settlement between BIA and AIBEA dated 8-1-1973, Clause 6.6 of the Settlement between SBI and AISBIERS dated 31-3-1967 as modified, Clause 4(b) of the Settlement between IOB and AIOBEU dated 29-7-1972 and Clause 10.13 of the Settlement between BOB and AIOBIEF dated 23-12-1966, for the purpose of travel on LFC/on transfer, ‘family’ will include brothers and sisters wholly dependant on the employee.

18. **Medical Aid**

(i) In partial supersession of Clause VIIA(b) of the Settlement between IBA and AIBEA dated 8-11-1973 and Term II of the Settlement between IOB and AIOBEU dated 23-3-1973, the scheme of hospitalisation for banks other than the SBI will cover the following diseases:

(a) Cancer  
(b) Tuberculosis  
(c) Paralysis  
(d) Cardiac ailment  
(e) Tumour  
(f) Smallpox  
(g) Pleuresy  
(h) Diphtheria  
(i) Leprosy  
(j) Major accidents requiring hospitalisation  
(k) All other ailments requiring surgical operation, hospitalisation, like cataract, surgical jaundice, cirrhosis of the liver.
(ii) All other terms and conditions of this facility will remain unchanged.

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

(iv) In case of injuries sustained by a workman in the course of his duty he shall be fully reimbursed the medical cost and treatment and/or hospitalisation over and above his normal entitlement. He shall also be treated on special leave for the period of his absence required for treatment.

19. Special Area Allowances

Parties agree to discuss and settle the question of payment of allowances at certain special areas.

20. National and Festival Holidays

In partial modification of Clause VI of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 6(c) of the Settlement between IOB and AIOBEU dated 29-7-1972, members of the watch and ward staff will be given 15 national/festival/gazetted holidays or the maximum declared by the concerned State Government whichever is lower. This will come into force on 1-1-1979.

21. Accumulation of Privilege Leave

In partial modification of Clause V(ii) of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 7.18 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 5(b) (ii) of the Settlement between IOB and AIOBEU dated 29-7-1972, it is agreed between the parties that privilege leave can be accumulated up to a maximum of 180 days. This will come into force on 1-1-1979.

22. Special Allowances

(i) An employee performing duties attracting special allowances on a regular basis will be entitled to receive the special allowance at the highest rate applicable to him.
(ii) In the case of Indian Overseas Bank, existing, Head Cashier, Category 'B' will be entitled to the special allowance of Head Cashier Category 'C' and existing Head Cashier Category 'C' will be entitled to the Special allowance of Head Cashier Category 'E'.

23. Leave Fare Concession

(i) In partial modification of existing LFC rules, an employee will be permitted to avail of Leave Fare Concession once in every two years to his place of domicile or to any place within India up to a maximum distance of 1000 kms.

(ii) An employee will be given an option to avail of the LFC once in every 4 years up to a distance of 2000 kms.

(iii) Option once exercised shall be irrevocable and final.

(iv) An employee will be permitted to encash privilege leave to his credit up to a maximum limit of one month, while proceeding on Leave Fare Concession only, once in every 4 years.

(v) An employee may undertake the whole or part of the journey by air either to his place of domicile or to a place for rest and recuperation and he will be eligible to claim his actual expenditure, provided it is less than or equivalent to actual travelling fares by his entitlement in case of journey to his place of domicile by a direct or regular route or to the extent of the maximum distances indicated in paragraph (i) above in case of journey to any place for rest and recuperation by any route.

24. SBI — Special Allowances

(i) In regard to SBI in modification of para 1 of Schedule III to Settlement dated 1-8-1979, the personal allowance referred to therein to be paid in lieu of personal pay shall be Rs. 115/- p.m. of which a sum of Rs. 70/- will rank for provident fund, and
(ii) Special allowance referred to in para 2 of the said Schedule III shall be revised on the same lines as has been laid down in this Settlement for other banks.

X. Date of Effect

This Settlement will come into force with effect from 1-10-1979 unless indicated otherwise in the item of Settlement and shall remain in force until the termination of the Memorandum of Settlement dated 1st August, 1979 between the parties.

XI. This Settlement shall remain in force for a period of 4 years with effect from 1st September, 1978, 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.

XII. 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.

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

XIV. 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.

For Indian Banks' Association

K. Venkatachari
N. Vaghul
R. K. Ghotgalkar
M. Ram Mohan Rao
C. Vijay
For All India Bank Employees’ Association

D. P. Chadha
K. K. Mundul
Tarkeshwar Chakraborty
N. Sampath
N. S. Purao

For National Confederation of Bank Employees

O. P. Gupta
C. L. Rajaratnam
M. Rajagopal
P. Balagopals Menon
N. C. Choudhury

Witnesses:

R. Sivagnanam    N. S. Pradhan
S. T. Singaram    R. D. Trivedi

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
SCHEDULE I

1. Algemene Bank Nederland N. V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. The Andhra Bank Ltd.
5. Bank of America
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 British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank, N. A.
18. Corporation Bank Ltd.
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank Ltd.
22. The Hindustan Commercial Bank Ltd.
23. Indian Bank
24. Indian Overseas Bank
25. Karnataka Bank Ltd.
26. The Lakshmi Commercial Bank Ltd.
27. Mercantile Bank Ltd.
28. The Mitsui Bank Ltd.
29. The New Bank of India Ltd.
30. The Oriental Bank of Commerce Ltd.
31. Punjab National Bank
32. The Punjab and Sind Bank Ltd.
33. The Sangli Bank Ltd.
34. The South Indian Bank Ltd.
35. State Bank of Bikaner & Jaipur
36. State Bank of Hyderabad
37. State Bank of India  
38. State Bank of Indore  
39. State Bank of Mysore  
40. State Bank of Patiala  
41. State Bank of Saurashtra  
42. State Bank of Travancore  
43. Syndicate Bank  
44. Union Bank of India  
45. United Bank of India  
46. United Commercial Bank  
47. United Industrial Bank Ltd.  
48. Vijaya Bank Ltd.  
49. The Vysya Bank Ltd.

**SCHEDULE II**

<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Amount of Special Allowance Rs.</th>
<th>Amount Ranking for PF Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Telephone Operator</td>
<td>31</td>
<td>19</td>
</tr>
<tr>
<td>2. Relieving Telephone Operator</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>3. Audit Clerk — Category ‘A’</td>
<td>53</td>
<td>32</td>
</tr>
<tr>
<td></td>
<td>Category ‘B’*</td>
<td>100</td>
</tr>
<tr>
<td>4. Comptist</td>
<td>62</td>
<td>38</td>
</tr>
<tr>
<td>5. Telex Operator</td>
<td>78</td>
<td>48</td>
</tr>
<tr>
<td>6. Teller</td>
<td>102</td>
<td>63</td>
</tr>
<tr>
<td>7. Punch Card Operator</td>
<td>87</td>
<td>53</td>
</tr>
<tr>
<td>8. Accounting Machine Operator</td>
<td>134</td>
<td>82</td>
</tr>
<tr>
<td>9. I.B.M./ICT Machine Operator</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>10. Stenographer</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>11. Head Clerk</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>12. Assistant Head Cashier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--- Units of 5 clerks and above</td>
<td>96</td>
<td>59</td>
</tr>
<tr>
<td>--- Units of 4 clerks and below</td>
<td>68</td>
<td>42</td>
</tr>
<tr>
<td>13. Cashier-in-charge of cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td>in Pay Office or Branch</td>
<td>102</td>
<td>63</td>
</tr>
</tbody>
</table>
14. Head Cashier Category 'A'
   Units of 5 clerks and above  134  82
   Units of 4 clerks and below  102  63

15. Head Cashier Category 'B'
   Units of 5 clerks and above  152  93
   Units of 4 clerks and below  121  74

16. Head Cashier Category 'C'  171  104
17. Head Cashier Category 'D'  189  116
18. Head Cashier Category 'E'  264  161
19. Special Assistant           283  173
20. Agricultural Assistants**   75   43

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)

<table>
<thead>
<tr>
<th>Amount after they have completed</th>
<th>Ranking for PF</th>
</tr>
</thead>
<tbody>
<tr>
<td>37 after they have completed 1 year</td>
<td>After 23</td>
</tr>
<tr>
<td>75 after they have completed 2 years</td>
<td>reaching 46</td>
</tr>
<tr>
<td>112 after they have completed 3 years</td>
<td>20th stage 69</td>
</tr>
<tr>
<td>148 after they have completed 4 years</td>
<td>of the 91</td>
</tr>
<tr>
<td>186 after they have completed 5 years</td>
<td>scale 114</td>
</tr>
</tbody>
</table>

Subject to the following limits:

75 for those who are Graduates and/or N.D.C.
37 for those who have passed Part I CAIB/CAIIB
112 for those who have passed Part I & II of CAIB/CAIIB
112 for those who are graduates/NDC and have passed Part I of CAIB/CAIIB
186 for those who are graduates/NDC and have passed Part I and II of CAIB/CAIIB
<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Cyclostyle Machine Operator</td>
<td>16.00</td>
</tr>
<tr>
<td>(ii) Liftman</td>
<td>20.00</td>
</tr>
<tr>
<td>(iii) Relieving Liftman</td>
<td>12.00</td>
</tr>
<tr>
<td>(iv) Cash Peon</td>
<td>20.00</td>
</tr>
<tr>
<td>(v) Watchman/Watchman-cum-Peon</td>
<td>20.00</td>
</tr>
<tr>
<td>(vi) Armed Guard</td>
<td>34.00</td>
</tr>
<tr>
<td>(vii) Bill Collector</td>
<td>34.00</td>
</tr>
<tr>
<td>(viii) Daftary</td>
<td>40.00</td>
</tr>
<tr>
<td>(ix) Head Peon</td>
<td>46.00</td>
</tr>
<tr>
<td>(x) Air-Conditioning Plant Helper</td>
<td>92.00</td>
</tr>
<tr>
<td>(xi) Electrician</td>
<td>92.00</td>
</tr>
<tr>
<td>(xii) Driver</td>
<td>104.00</td>
</tr>
<tr>
<td>(xiii) Head Messenger in IOB</td>
<td>78.00</td>
</tr>
</tbody>
</table>

*Duties of Audit Clerks Category ‘B’*

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 his functions including preparation and typing of reports.

**Duties of Agricultural Assistants (For Banks other than State Bank of India)**

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 that the periodical details, as called for, are received from the farmers/small borrowers in time.

5. To keep a constant touch with farmers and to bring any adverse feature to the management’s notice.

6. To verify farms/farm machinery/equipments at stipulated intervals in case of loans relating to agricultural finance not exceeding Rs. 2500/-.

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. 2,500/- 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. 2,500/- 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, pumps, etc. credit facilities, available in village, recovery performance and 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.
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 work force 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 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.
Memorandum of Settlement dated the 22nd November 1979, between the Managements of 4 'B' Class Banks and 3 'C' 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 : 4 'B' Class Banks and 3 'C' Class Banks listed in Schedule I to this Memorandum of Settlement

And

Their workmen

Representing the Employers : 1. Shri P. F. Gutta
2. Shri P. C. D. Nambiar
3. Shri R. C. Shah
4. Shri N. N. Pai
5. Shri N. Vaghul
6. Shri K. Venkatachari
7. Shri K. Ruknuddin
8. Shri K. Manmohan Shenoi
9. Shri R. K. Ghotgalkar
10. Shri L. B. Bhide
11. Shri M. Ram Mohan Rao
12. Shri B. D. Upasani
13. Shri N. S. Pradhan
14. Shri C. Vijay

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 Prabhat kar
6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivedi
12. Shri T. K. V. Nair

All India Bank Employees’ Association

1. Shri O. P. Gupta
2. Shri C. L. Rajaratnam
3. Shri N. C. Choudhury
4. Shri M. Rajagopal
5. Shri C. Coutto
6. Shri P. Balagopala Menon
7. Shri P. Lakshmi Narasaiah
8. Shri G. M. V. Nayak
9. Shri Ashok Singh
10. Shri M. N. Upadhyaya
11. Shri S. T. Singaram
12. Shri C. B. Kumar

National Confederation of Bank Employees
SHORT RECITAL OF THE CASE

(i) Whereas 4 'B' Class Banks and 3 'C' Class Banks are members of the Indian Banks' Association.

(ii) Charter of demands submitted by the organisations on behalf of the workmen were admitted into conciliation and conciliation ended in failure.

(iii) The parties, however, held bilateral negotiations and have arrived at a Settlement in respect of some of the terms and conditions of service of the workmen employed in these banks.

(iv) The issues raised by the management on behalf of the banks were discussed and the unresolved issues have been referred to arbitration.

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

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

TERMS OF SETTLEMENT

I. In respect of all the banks listed in Schedule I to this Memorandum of Settlement, it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the Memoranda of Settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971 and 8th November, 1973 shall govern the service conditions except to the extent that the same are modified by the Settlement.

II. In respect of the following conditions of service the existing terms will be substituted by the under mentioned revised terms.
1. Scales of Pay

(i) **Sub-Staff** :


'C' Class Banks : Rs. 220-5-245-7-280-10-330-12-378.

(ii) **Clerical Staff** :


**Notes**

(a) Fitment in the new scales of pay shall be on the stage to stage basis.

(b) There shall be no change in the date of annual increments because of the fitment.

2. **Dearness Allowance**

(i) **Sub-Staff** :

2% of ‘pay’ for every rise of 4 points over 200 in the quarterly average of the All India Average Working Price Index (General) Base 1960=100.

(ii) **Clerical staff** :

1.5% of ‘pay’ for every rise of 4 points over 200 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/- for each such rise of 4 points.

With effect from 1.9.1980, the Dearness Allowance applicable to workmen staff other than subordinate
staff will be 1.58% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Working Class Consumer Price Index (General) Base 1950=100 subject to a maximum of Rs. 15.80 for each such rise of 4 points.

3. City Compensatory Allowance

City Compensatory Allowance shall be paid at the same places as at present but at the following rates:

(i) **Sub-Staff**
7% of Basic Pay, Minimum Rs. 20/- p.m.

(ii) **Clerical Staff**
9% of Basic Pay, Minimum Rs. 30/- p.m.

4. House Rent Allowance—Clerical and Subordinate Staff

<table>
<thead>
<tr>
<th>Maximum</th>
<th>'B' Class Banks</th>
<th>'C' Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rs. per month</td>
<td>Rs. per month</td>
</tr>
<tr>
<td>(i)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>At special places, i.e., Bombay, Delhi, Calcutta and Madras</td>
<td>7.5% of pay</td>
<td>70</td>
</tr>
<tr>
<td>(ii)</td>
<td>At semi-special places, i.e., Ahmedabad, Bangalore, Hyderabad and Kanpur</td>
<td>7% of pay</td>
</tr>
<tr>
<td>(iii)</td>
<td>At places with population of 2 lakhs and over excluding those at (i) and (ii) above and including State Capitals and Capital of Union Territories</td>
<td>6% of pay</td>
</tr>
<tr>
<td>(iv)</td>
<td>At places with population of 10,000 and over but below 2 lakhs</td>
<td>-4% of pay</td>
</tr>
</tbody>
</table>
Provided that no House Rent Allowance will be payable where Goa Allowance is paid.

"Pay" for the purpose of calculating House Rent Allowance shall mean basic pay plus special allowance, if any, and officiating allowance, if any, except that in the case of clerical staff the special allowance to be taken into account shall be to the extent the special allowance ranks for superannuation benefits.

5. Special Allowances

Without prejudice to the IBA’s issue in regard to various aspects of special allowances, the existing special allowances will be refixed on the basis of 100% merger both for the sub-staff and the clerical staff. In respect of clerical staff the DA payable on the special allowances @1.58% at CPI 340 (1960=100) would be added to this amount and the revised special allowances will be fixed accordingly. The Tables showing the special allowances as revised are given in the Schedule II. In respect of clerical staff this special allowance so consolidated will not rank for Dearness Allowance as from the date of effect. The amount to be counted as “Pay” for all other purposes including for purposes of superannuation benefits would be in terms of Schedule II.

6. Medical Aid – Clerical and Subordinate Staff

<table>
<thead>
<tr>
<th>'B' Class Banks</th>
<th>'C' Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs. per annum</td>
<td>Rs. per annum</td>
</tr>
<tr>
<td>Up to Basic Pay of Rs. 700/-p.m.</td>
<td>200</td>
</tr>
<tr>
<td>Over Basic Pay of Rs. 700/-p.m.</td>
<td>270</td>
</tr>
</tbody>
</table>

Explanation

For the year 1978, the increase in the Medical Aid shall be one third of the enhancement.
7. Hospitalisation

(i) In partial supersession of clause VIIA(b) of the Settlement between IBA and AIBEA dated 8.11.1973, the scheme of hospitalisation will cover the following diseases:

(a) Cancer
(b) Tuberculosis
(c) Paralysis
(d) Cardiac ailment
(e) Tumour
(f) Smallpox
(g) Pleuresy
(h) Diphtheria
(i) Leprosy
(j) Major accidents requiring hospitalisation.
(k) All other ailments requiring surgical operation, hospitalisation like cataract, surgical jaundice, cirrhosis of the liver.

(ii) All other terms and conditions of this facility will remain unchanged.

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

(iv) In case of injuries sustained by a workman in the course of his duty he shall be fully reimbursed the medical cost and treatment and/or hospitalisation over and above his normal entitlement. He shall also be treated on special leave for the period of his absence required for treatment.

This provision will come into force on 1.10.1979.

8. Provident Fund

Subject to sub clause V above, for purpose of contribution to Provident Fund, 'pay' will be reckoned @ 80% during the first year of settlement from the date of effect, 90% during the second year of settlement and 100% thereafter.
9. Combined Designation

In partial modification of clauses 20.1 of the Settlement dated 19.10.1966 and VIII of the Settlement dated 8.11.1973 between IBA and AIBEA —

(i) There should be no restriction on combination of designations at rural branches. A rural branch will be an office situated at a centre with a population of less than 10,000. Having regard to the special characteristics of these branches the management shall be free to work out the staffing pattern based on the needs of the organisation.

(ii) at semi-urban branches, not more than three designations can be combined.

(iii) the present position will continue in metropolitan and urban branches.

It is hereby clarified that

(a) where a person has been appointed as a ‘clerk-typist’ it will be a combined designation.

(b) entrustment of duties attracting special allowance will not amount to granting an additional designation.

10. Restrictive Practices

The parties agree to adopting a joint declaration as per Schedule III.

11. Disciplinary Action and Procedure Therefor

(i) In partial modification of clause 19.6 of the settlement dated 19.10.1966 between IBA and AIBEA, para 521 (5) of the Sastry Award and para 18.28 of the Desai Award, the following punishments be added to the list of punishments. An employee found guilty of gross misconduct may

(a) have his special allowance withdrawn

or

(b) have his pay reduced to the next lower stage up to a maximum period of 2 years, in case he had reached the maximum in the scale of pay.
(ii) Clause 19.14 of the Settlement between IBA and AIBEA dated 19.10.1966, paras 521 (12) of the Sastry Award and para 18.28 of the Desai Award, have been modified as under:

The Chief Executive Officer or the principal Officer in India of a bank or an alternate Officer at the Head Office or principal office nominated by him for the purpose shall decide which officer (i.e. the Disciplinary Authority) shall be empowered to take disciplinary action in the case of each office or establishment. He shall also decide which officer or body higher in status than the officer authorised to take disciplinary action shall act as the appellate authority to deal with or hear and dispose of any appeal against orders passed in disciplinary matters. These authorities shall be nominated by designation, to pass original orders or hear and dispose of appeals from time to time and a notice specifying the authorities so nominated shall be published from time to time on the bank’s notice board.

It is clarified that the disciplinary authority may conduct the enquiry himself or appoint another officer as the Enquiry Officer for the purpose of conducting an enquiry.

The appellate authority shall, if the employee concerned is so desirous, in a case of dismissal hear him or his representatives before disposing of the appeal. In cases where hearings are not required, an appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and requested for, such hearings shall commence within one month from the date of receipt of the appeal and shall be disposed of within one month from the date of conclusion of such hearings. The period within which an appeal can be preferred shall be 45 days from the date on which the original order has been communicated in writing to the employee concerned.
(c) Clause 19.12 (e) of the Settlement between IBA and AIBEA dated 19.10.1966, shall be modified as under:

I. An enquiry need not be held if:

(i) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct;

(ii) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice; and

(iii) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

However, if the employee concerned requests a hearing regarding the nature of punishment such a hearing shall be given.

II. (i) An enquiry need not also be held if the employee is charged with minor misconduct and the punishment proposed to be given is warning or censure. However,

(a) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and

(b) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has a right to have access to the documents and material on which the charge is based.

(c) if the employee requests a hearing such a hearing shall be given and in such a hearing he may be permitted to be represented by a representative authorised to defend him in an enquiry had such an enquiry been held.

(ii) Where an employee is charged with a minor misconduct and an enquiry is not held on two previous occasions, an enquiry shall be held in respect of the third occasion.
12. Casual Leave

In partial modification of clause 13.22 of the Settlement between IBA and AIBEA dated 19.10.1966, it is hereby clarified that casual leave shall be earned by an employee during the calendar year of his service on a prorata basis at the rate of one day for each completed month or part thereof.

13. Leave Fare Concession—Tickets

In partial modification of clause 10.10 of the Settlement between IBA and AIBEA dated 19.10.1966, it is hereby clarified that an employee claiming reimbursement under leave fare concession shall produce money receipts as evidence and if the money receipt is not available, any other satisfactory evidence of travel along with a suitable explanation for the non-production of money receipts.

14. Family—Definition

(i) For the purposes of LFC, the expression ‘wholly dependant parents’ shall mean either parent having no independent income or a monthly income not exceeding Rs. 150/-. 

(ii) In partial modification of clause IV (vi) of the Settlement between IBA and AIBEA dated 8.11.1973, for the purpose of travel on LFC/on transfer, “family” will include brothers and sisters wholly dependant on the employee.

15. Leave Fare Concession

(i) In partial modification of existing LFC rules, an employee will be permitted to avail of Leave Fare Concession once in every two years to his place of domicile or to any place within India upto a maximum distance of 800 kms. in case of ‘B’ Class Banks and 450 kms. in case of ‘C’ Class Banks.

(ii) An employee will be given an option to avail of the LFC once in every 4 years upto a distance of 1600 kms. in the case of ‘B’ Class Banks and 900 kms. in case of ‘C’ Class Banks.
(iii) Option once exercised shall be irrevocable and final.

(iv) An employee will be permitted to encash privilege leave at his credit up to a maximum limit of one month, while proceeding on Leave Fare Concession only, once in every 4 years.

(v) An employee may undertake the whole or part of the journey by air either to his place of domicile or to a place for rest and recuperation and he will be eligible to claim his actual expenditure, provided it is less than or equivalent to actual fares by his entitlement in case of journey to his place of domicile by a direct or regular route or to the extent of the maximum distances indicated in paragraph (a) above in case of journey to any place for rest and recuperation by any route.

16. Night Clearing

The parties to the Settlement are agreeable in principle to the introduction of a night shift for the clearing departments for night clearance of cheques in the major cities in the country. The details of the scheme along with the allowances to be paid to the employees who attend the night shift will be discussed further and settled between the parties.

17. Halting Allowance

In partial modification of Clause III (g) of the Settlement between IBA and AIBEA dated 8.11.1973, halting allowance will be payable at the following rates with effect from 1st December, 1979:

<table>
<thead>
<tr>
<th></th>
<th>Non-Sub-staff</th>
<th>Sub-staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>CCA Centres</td>
<td>25</td>
<td>20</td>
</tr>
<tr>
<td>Non-CCA Centres</td>
<td>20</td>
<td>15</td>
</tr>
</tbody>
</table>

18. Hill and Fuel Allowance

In supersession of clauses III (c) and (d) of the Settlement between IBA and AIBEA dated 8.11.1973, hill and fuel allowances will be combined and paid throughout the year as under:

56
(i) Places situated at a height of
and over 1,500 metres

10% of pay
min. Rs. 35/-
max. Rs. 100/-

(ii) Places situated at a height of over
1,000 metres but less than 1,500
metres

8% of pay
min. Rs. 30/-
max. Rs. 75/-

Provided, however, that if any employee is in receipt of
these allowances over the stipulated maximum it shall be
protected.

Notwithstanding the provision as aforesaid, hill and fuel allow-
ances will be paid at Mercara Town and at places specifically
declared as 'Hill Stations' by the Central/State Governments
irrespective of their height at the rates specified in (ii) above.
This provision will come into force on 1-9-1978.

19. Washing Allowance:

(i) In supersession of clause III(a) of the Settlement between
IBA and AIBEA dated 8-11-1973, washing allowance will
be paid to members of the Subordinate staff entitled to
uniforms at the rate of Rs. 10/- per month at all centres.

(ii) No washing allowance would be payable where washing
arrangements are made by the Bank.

This provision will come into force on 1-10-1979.

20. Cycle Allowance

In supersession of Clause III(b) of the Settlement between IBA
and AIBEA dated 8-11-1973, cycle allowance will be paid to
members of the subordinate staff who are required by a bank to
use a cycle on regular assignment for outdoor duties at the follow-
ing rates:

<table>
<thead>
<tr>
<th>'B' Class Banks</th>
<th>'C' Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs. per month</td>
<td>Rs. per month</td>
</tr>
</tbody>
</table>

- In Bombay, Delhi, Calcutta and Madras
  - 20
  - 15
- In all other places
  - 15
  - 12

This provision will come into force on 1-10-1979.
21. Compensation on Transfer

(i) In supersession of Clause IX(b) of the Settlement between IBA and AIBEA dated 8-11-1973, compensation on transfer will be as under:

where an employee produces receipts or a statement of loss in respect of breakages subject to a maximum of

- Non-subordinate staff: Rs. 100
- Subordinate staff: Rs. 60

where no receipts/statement of loss are produced, a lump sum payment of

- Non-subordinate staff: Rs. 60
- Subordinate staff: Rs. 40

(ii) In supersession of Para 6.72 of the Desai Award an employee on transfer shall be paid the cost actually incurred in transferring his personal effects by any mode of transport at goods train rate weighing as follows:

| For married persons | 1000 kgs | 750 kgs. |
| For unmarried persons | 750 kgs. | 500 kgs. |

This provision will come into force on 1-10-1979.

22. Project Area

(i) Compensatory Allowance

In supersession of Clause 9.6 of the Settlement between IBA and AIBEA dated 19-10-1966, project area compensatory allowance will be paid as under:

(a) Project Area — Group ‘A’

- Non-Subordinate staff: Rs. 25 per month
- Subordinate staff: Rs. 20 per month
(b) **Project Area — Group 'B'**

— Non-Subordinate staff Rs. 20 per month
— Subordinate staff Rs. 15 per month

(ii) **House Rent Allowance**

In partial modification of clause 8.2(b) of the Settlement between IBA and AI BEA dated 19-10-1966, house rent allowance in project areas, if quarters are not provided by the Bank will be as under:

<table>
<thead>
<tr>
<th>'B' Class</th>
<th>'C' Class</th>
</tr>
</thead>
<tbody>
<tr>
<td>Banks</td>
<td>Banks</td>
</tr>
<tr>
<td>Rs.</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

(i) **Group 'A' — @ 7.5% of pay subject to**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. 30</td>
<td>Min. 25</td>
</tr>
<tr>
<td>Max. 70</td>
<td>Max. 60</td>
</tr>
</tbody>
</table>

(ii) **Group 'B' — @ 7% of pay subject to**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. 25</td>
<td>Min. 20</td>
</tr>
<tr>
<td>Max. 60</td>
<td>Max. 55</td>
</tr>
</tbody>
</table>

(iii) Parties agree to discuss and finalise additions/deletions to the list of Project Areas. This will be on the basis of the following 4 principles being satisfied:

(a) Place is declared as a project area by Government;
(b) The branch of the Bank is situated in the project area;
(c) It should be far away from a town/city; and
(d) All the land is acquired by the project authorities as a result of which housing is not available.

23. **Split Duty Allowance**

In partial supersession of Clause 9.7 of the Settlement between IBA and AI BEA dated 19-10-1966, split duty allowance will be payable as under:
<table>
<thead>
<tr>
<th></th>
<th>'B' Class Banks</th>
<th>'C' Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td>At CCA centres</td>
<td>Rs. 20 per month</td>
<td>Rs. 16 per month</td>
</tr>
<tr>
<td>At non-CCA centres</td>
<td>Rs. 15</td>
<td>Rs. 12</td>
</tr>
</tbody>
</table>

It is also clarified that even where business hours are not split, banks are free to split the duty hours of (a) watch and ward staff, and (b) sweepers, without payment of the allowance. In respect of drivers where the duty hours are split, they shall be eligible for payment of split duty allowance.

This provision will come into force on 1-10-1979.

24. Part-time Employees

(i) Parties agree that permanent part-time employees who are required by the Bank to work for more than 6 hours a week will be eligible for Provident Fund and Gratuity. Provident Fund provisions will come into effect from 1-9-1978.

(ii) Parties further agree that in partial supersession of Clause 9 (b) of the Settlement between IBA and AIIBEA dated 12-10-1970, the minimum payable to part-time employees required to work over 3 hours a week but below 6 hours a week shall be Rs. 60/- per month with effect from 1-9-1978.

(iii) Parties further agree that subject to the banks recruitment rules, if any, part-time employees in the subordinate cadre will be given a preference for filling full-time vacancies in the same cadre, other things being equal.

25. Encashment of Privilege Leave:

(i) Parties agree that a workman would be entitled to encash the accumulated leave to his credit at the time of retirement.

(ii) Parties further agree that if a workman dies in service, his heirs will be paid salary for the leave accrued to him at the time of the death.
26. Reimbursement of Road Travel

In supersession of para 6.74 of the Desai Award where an employee has to travel on duty between two places not connected, or partly connected by rail or steamer, he will be reimbursed actual road mileage costs or @ 20 paise per kilometre, whichever is lower.

The same rate will also be applicable to travel by road under Leave Fare Concession.

This provision will come into force on 1-10-1979.

27. Special Area Allowance

Parties agree to discuss and settle the question of payment of allowances at certain special areas.

28. National and Festival Holidays:

In partial modification of Clause VI of the Settlement between IBA and AIBEA dated 8-11-1973, members of the watch and ward staff will be given 15 national/festival/gazetted holidays or the maximum declared by the concerned State Government whichever is lower.

This will come into force on 1-1-1979.

29. Accumulation of Privilege Leave

In partial modification of Clause V(ii) of the Settlement between IBA and AIBEA dated 8-11-1973, it is agreed between the parties that privilege leave can be accumulated up to a maximum of 180 days. This will come into force on 1-1-1979.

III. Parties agree that the issues referred to arbitration would also be binding on the management and employees of the banks referred to in Schedule I.

IV. Implementation

The implementation of the revised terms mentioned in Para II above will be taken in hand immediately and will be completed not later than 31st December, 1979.

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Notwithstanding such implementation, the computation of overtime and halting allowance on the revised basis will come into effect from 1st December, 1979.

V. Date of effect

This Settlement will come into force with effect from 1-9-1978 unless indicated otherwise in the item of Settlement and shall remain in force until the termination of this Memorandum of Settlement.

VI. This Settlement shall remain in force for a period of 4 years with effect from 1st September, 1978, 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.

VII. 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.

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

IX. 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.

For Indian Banks' Association

K. Venkatachari
N. Vaghul
K. Ruknuddin
R. K. Ghotgalkar
C. Vijay
For All India Bank Employees Association
   D. P. Chadha
   K. K. Mundul
   Prabhat Kar
   Tarakeswar Chakraborty
   N. Sampath
   N. S. Purao

For National Confederation of Bank Employees
   C. L. Rajaratnam
   N. C. Chowdhury
   S. T. Singaram
   C. B. Kumar
   M. N. Upadhyaya

Witnesses:

C.C. to:
1. Assistant 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
SCHEDULE I

'B' Class Banks:
1. The Benares State Bank Ltd.
2. Bharat Overseas Bank Ltd.
3. The Lakshmi Vilas Bank Ltd.
4. The Nedungadi Bank Ltd.

'C' Class Banks:
1. The Miraj State Bank Ltd.
2. The Parur Central Bank Ltd.
3. The Purbanchal Bank Ltd.

SCHEDULE II

<table>
<thead>
<tr>
<th>Category of Workmen</th>
<th>'B' Class Banks</th>
<th>'C' Class Banks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount of Special Allowance</td>
<td>Amount ranking for Super-annuation benefits</td>
</tr>
<tr>
<td>Rs.</td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
<td>1. Telephone Operator</td>
<td>31</td>
<td>19</td>
</tr>
<tr>
<td>2. Relieving Telephone Operator</td>
<td>16</td>
<td>10</td>
</tr>
<tr>
<td>3. Audit Clerk —</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category 'A'</td>
<td>53</td>
<td>32</td>
</tr>
<tr>
<td>Category 'B'</td>
<td>100</td>
<td>62</td>
</tr>
<tr>
<td>4. Comptist</td>
<td>62</td>
<td>38</td>
</tr>
<tr>
<td>5. Telex Operator</td>
<td>78</td>
<td>48</td>
</tr>
<tr>
<td>6. Teller</td>
<td>81</td>
<td>49</td>
</tr>
<tr>
<td>7. Punch Card Operator</td>
<td>87</td>
<td>53</td>
</tr>
<tr>
<td>8. Accounting Machine Operator</td>
<td>134</td>
<td>82</td>
</tr>
<tr>
<td>9. I.B.M./ICT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Hollerith-Power Samas)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Machine Operator</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>Category of Workmen</td>
<td>'B' Class Banks</td>
<td>'C' Class Banks</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td>Amount of Special Allowance</td>
<td>Amount ranking for Superannuation benefits</td>
</tr>
<tr>
<td></td>
<td>Rs.</td>
<td>Rs.</td>
</tr>
<tr>
<td>10. Stenographer</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>11. Head Clerk</td>
<td>152</td>
<td>93</td>
</tr>
<tr>
<td>12. Assistant Head Cashier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Units of 5 clerks and above</td>
<td>81</td>
<td>49</td>
</tr>
<tr>
<td>— Units of 4 clerks and above</td>
<td>62</td>
<td>38</td>
</tr>
<tr>
<td>13. Cashier-in-charge of cash in Pay Office or Branch</td>
<td>102</td>
<td>63</td>
</tr>
<tr>
<td>14. Head Cashier Category 'A'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Units of 5 clerks and above</td>
<td>102</td>
<td>63</td>
</tr>
<tr>
<td>— Units of 4 clerks and above</td>
<td>78</td>
<td>48</td>
</tr>
<tr>
<td>15. Head Cashier Category 'B'</td>
<td></td>
<td></td>
</tr>
<tr>
<td>— Units of 5 clerks and above</td>
<td>121</td>
<td>74</td>
</tr>
<tr>
<td>— Units of 4 clerks and above</td>
<td>96</td>
<td>59</td>
</tr>
<tr>
<td>16. Head Cashier Category 'C'</td>
<td>171</td>
<td>104</td>
</tr>
<tr>
<td>17. Head Cashier Category 'D'</td>
<td>171</td>
<td>104</td>
</tr>
<tr>
<td>18. Head Cashier Category 'E'</td>
<td>245</td>
<td>150</td>
</tr>
<tr>
<td>19. Special Assistant</td>
<td>264</td>
<td>161</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:

\[
\begin{array}{|l|l|}
\hline
\text{Amt. Ranking for PF} & \\
(\text{In rupees per month}) & \\
\hline
37 \text{ after they have completed 1 year} & \text{After} \\
75 \text{ after they have completed 2 years} & \text{reaching} \\
112 \text{ after they have completed 3 years} & \text{20th} \\
149 \text{ after they have completed 4 years} & \text{stage of} \\
186 \text{ after they have completed 5 years} & \text{the scale} \\
\hline
\end{array}
\]

subject to the following limits:

75 for those who are Graduates and/or N.D.C.
37 for those who have passed Part I CAIB/CAIIIB
112 for those who have passed Part I & II of CAIB/CAIIIB
112 for those who are graduates/NDC and have passed Part I of CAIB/CAIIIB
186 for those who are graduates/NDC and have passed Part I and II of CAIB/CAIIIB

\[
\begin{array}{|l|l|l|}
\hline
\text{Amount of Special Allowance} & \text{‘B’ Class} & \text{‘C’ Class} \\
\text{Category of Workmen} & \text{Banks} & \text{Banks} \\
\hline
(i) Cyclostyle Machine Operator & 14 & 12 \\
(ii) Liftman & 20 & 14 \\
(iii) Relieving Liftman & 12 & 8 \\
(iv) Cash Peon & 16 & 12 \\
(v) Watchman/Watchman-cum-Peon & 16 & 12 \\
(vi) Armed Guard & 30 & 26 \\
(vii) Bill Collector & 34 & 20 \\
(viii) Daftary & 32 & 26 \\
\hline
\end{array}
\]
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 work force 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 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.
Memorandum of Settlement dated the 22nd November, 1979, between the Managements of 2 '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.

Names of the Parties: 2 'A' Class Banks who are members of Indian Banks' Association.

Representing the Employers: 1. Shri P. F. Gutta
2. Shri P. C. D. Nambiar
3. Shri R. C. Shah
4. Shri N. N. Pai
5. Shri N. Vaghul
6. Shri K. Venkatachari
7. Shri K. Ruknuddin
8. Shri K. Manmohan Shenoii
9. Shri R. K. Ghogalkar
10. Shri L. B. Bhide
11. Shri M. Ram Mohan Rao
12. Shri B. D. Upasani
13. Shri N. S. Pradhan
14. Shri C. Vijay

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 Prabhat Kar
6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivadi
12. Shri T. K. V. Nair

All India Bank Employees Association.

1. Shri O. P. Gupta
2. Shri C. L. Rajaratnam
3. Shri N. C. Choudhury
4. Shri M. Rajagopal
5. Shri C. Coutto
6. Shri P. Balagopala Menon
7. Shri P. Lakshmi Narasaiah
8. Shri G. M. V. Nayak
9. Shri Ashok Singh
10. Shri M. N. Upadhyaya
11. Shri S. T. Singaram
12. Shri C. B. Kumar

National Confederation of Bank Employees.

Parties agree that the following banks—

(1) The Jammu & Kashmir Bank Ltd.

(2) The Karur Vysya Bank Ltd.

will be added to Schedule I of the Memorandum of Settlement dated 1st August, 1979 and 31st October, 1979.

For Indian Banks’ Association

K. Venkatachhari
N. Vaghul
K. Ruknuddin
R. K. Ghotgalkar
C. Vijay
For All India Bank Employees Association
D. P. Chadha
K. K. Mundui
Prabhat Kar
Tarakeswar Chakraborty
N. Sampath
N. S. Purao

For National Confederation of Bank Employees
C. L. Rajaratnam
N. C. Choudhury
M. N. Upadhya
S. T. Singaram
C. B. Kumar

Witnesses:

cc. 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.
Memorandum of Settlement dated the 22nd November 1979, between the Managements of 10 Exchange 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.

Name of the Parties:

10 Exchange Banks listed in Schedule I to this Memorandum of Settlement

And

Their workmen

Representing the Employers:

1. Shri P. F. Gutta
2. Shri P. C. D. Nambiar
3. Shri R. C. Shah
4. Shri N. N. Pai
5. Shri N. Vaghul
6. Shri K. Venkatachari
7. Shri K. Ruknuddin
8. Shri K. Manmohan Shenoi
9. Shri R. K. Ghotgalkar
10. Shri L. B. Bhide
11. Shri M. Ram Mohan Rao
12. Shri B. D. Upasani
13. Shri N. S. Pradhan
14. Shri C. Vijay

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 Prabhat Kar
6. Shri Tarakeswar Chakraborty
7. Shri N. Sampath
8. Shri N. S. Purao
9. Shri Rajinder Sayal
10. Shri P. N. Tewari
11. Shri R. D. Trivedi
12. Shri T. K. V. Nair

All India Bank Employees Association.

1. Shri O. P. Gupta
2. Shri C. L. Rajaratnam
3. Shri N. C. Choudhury
4. Shri M. Rajagopal
5. Shri C. Coutto
6. Shri P. Balagopala Menon
7. Shri P. Lakshmi Narasaiah
8. Shri G. M. V. Nayak
9. Shri Ashok Singh
10. Shri M. N. Upadhyaya
11. Shri S. T. Singaram
12. Shri C. B. Kumar

National Confederation of Bank Employees.

Those workmen of the Foreign Banks who in terms of the Settlement 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 the Settlement dated 31st October, 1979 and thereafter the same shall be treated as under:
(a) 61.50% of the consolidated "Special Pay" shall reckon for all purposes such as CCA, HRA, Medical Aid, 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 i.e. superannuation benefits.

For Indian Banks' Association
K. Venkatachari
N. Vaghul
K. Ruknuddin
R. K. Ghotgalkar
C. Vijay

For All India Bank Employees' Association
D. P. Chadha
K. K. Mundul
Prabhat Kar
Tarakeswar Chakraborty
N. Sampath
N. S. Purao

For National Confederation of Bank Employees
C. L. Rajaratnam
N. C. Choudhury
S. T. Singaram
C. B. Kumar
M. N. Upadhyaya

Witnesses:
c. c. to:
1. Assistant 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

1. Algemene Bank Nederland N. V.
2. American Express International Banking Corporation
3. Bank of America
4. Banque Nationale de Paris
5. The British Bank of the Middle East
6. The Chartered Bank
7. Citibank, N. A.
8. Grindlays Bank Ltd.
9. Mercantile Bank Ltd.
10. The Mitsui Bank Ltd.
Minutes of discussions between Indian Banks’ Association, All India Bank Employees Association and National Confederation of Bank Employees dated 15th and 16th April, 1980 at Madras.

Present:

Representing IBA
Shri K. Venkatachari
Shri N. Vaghul
Shri R. K. Ghotgalkar

Shri K. Ruknuddin
Shri M. Ram Mohan Rao
Shri C. Vijay

Representing AIBEA
Shri T. Chakraborty
Shri N. Sampath

Representing NCBE
Shri O. P. Gupta
Shri C. L. Rajaratnam
Shri Sivagyanam

1. Hill and Fuel Allowance

Parties agree that hill and fuel allowance will be paid at Dehra Dun in view of the Government Notification No. O. M. 11021/4/76-E. II(B) dated the 22nd March, 1979.

In cases where hill and fuel allowance is payable to Government employees by a notification similar to the one issued in respect of Dehra Dun, hill and fuel allowance will be payable under the Bipartite Settlement dated 31st October, 1979.

Demands in respect of places declared as hilly tract areas are to be considered separately.
For the purpose of determining whether a place is eligible for hill and fuel allowance and the rate at which such allowance is payable, the height of the place as supplied by the Survey of India will be taken into account—not, however, the highest point in the city or the town. At all places wherever any bank is paying hill allowance at present, the same will be continued. However, hereafter, the payment of hill allowance will be determined on the principles laid above.

On the above basis hill and fuel allowance is payable at the following places in addition to those already agreed to:

(i) Dehra Dun
(ii) Chickmagalur
(iii) Aldur at 8% of pay
(iv) Basarikatte Min. Rs. 30/-
(v) Javali Max. Rs. 75/-
(vi) Santhveri

Note: The Personnel Committee at its meeting held on 19th December, 1980 accepted the guidelines issued by the Government of India for determining the height of a hill station for the purpose of hill compensatory allowance. The relevant portion of the Government notification reads as under:

"Henceforth the criterion for the purpose of determining the height of a hill station should be the height of the highest point within the municipal/statutory limits of a hill station."

2. Project Area Allowance

Parties agree that the project area allowance payable for Group ‘B’ under the Bipartite Settlement dated 31st October, 1979 will be paid at the following places:

(i) Ambikanagar (Karnataka)
(ii) Donimalai (Karnataka)
(iii) Srisailam (Andhra Pradesh)
(iv) Haldia (West Bengal)
(v) Jog Falls (Karnataka)
(vi) Maithon (Bihar — DVC Project)
(vii) Dandeli (Karnataka)
(viii) Chattargarh (Rajasthan — Rajasthan Canal)
(ix) Mahi (Rajasthan — Dam Project)

Continuation of the payment of Project Area Allowance at these and other places under the Bipartite Settlement will be reviewed periodically.

3. Payment of House Rent Allowance

For the purpose of payment of house rent allowance, parties agree that all places constituting an urban agglomeration will be taken as a unit and the house rent allowance will be paid on the basis of population of the urban agglomeration given in the 1971 Census, e.g., Dehra Dun, Urban Agglomeration has a population of 2,03,464 and all places coming within the urban agglomeration will be taken as part of Dehra Dun for house rent allowance payable at the rate of 6 per cent. Similarly, house rent allowance payable at Cuttack—population 2,65,759 is 6 per cent.

It is also agreed that when a Government by notification declares a place as forming part of the town municipality on the basis that the population of the place as per 1971 Census is above 10,000 all places coming within such town municipality will be taken together for the purpose of payment of house rent allowance.

4. Fitment of Part-time Employees on Absorption as Full Time Employees.

Parties agree that henceforth for fitment of part-time employees consequent on their appointment on full time basis the pro-rata increments earned by them in the course of their part-time service should be converted into full increments and their salary fitted from the date of their appointment as full time employees after taking into account such additional increments, the fraction of an increment, if any, being granted to them by advancing the date of their next increment suitably. The advanced date of the increment will, in such cases, become the date of their annual increment in future years. An example of fitment on the above basis is given overleaf for information:
**Example**

Date of appointment as part-time sweeper — 1-1-1974

Emoluments drawn as part-time employee — Three-fourths

Date of appointment as full-time sweeper — 1-1-1980

In the above case, the employee had earned $4\frac{1}{2}$ (6 x $\frac{3}{4}$) full increments. The employee shall be fitted in the subordinate scale at the 5th stage, i.e., Rs. 273/-, and given the benefit of the extra half increment by allowing him to draw the next increment on 1st July, 1980. He will thereafter draw his annual increment on the 1st July each year.

Full time employees who were working as part-time employees (in the same cadre) will with effect from 1st January, 1980, be fitted into the scales of pay on the above basis. They will, however, not be entitled to payment of any arrears for the period prior to 1st January, 1980.

5. **Sick Leave**

Union demanded that similar to the provision for officers, sick leave for workmen should be permitted to be accumulated up to a maximum of 360 days on half pay at a time without the condition of maximum for the entire service of the workmen. The representatives of IBA said that there is no justification to extend to the workmen all the service conditions as are applicable to the officers. They said they could not agree to the demand of the unions.

Indian Banks' Association agrees that the present provision in the Bipartite Settlement that for considering the request of an employee for converting sick leave on half substantive pay into sick leave on full substantive pay, the employee must have served the Bank at least for a period of 5 years will not be insisted upon. All confirmed employees will be entitled to convert sick
leave on half substantive pay into sick leave on full substantive pay, even during the first five years service.

For Indian Banks' Association

R. K. Ghotgaikar
M. Ram Mohan Rao

For All India Bank Employees' Association

T. Chakraborty
N. Sampath

For National Confederation of Bank Employees

O. P. Gupta
C. L. Rajaratnam