

**For The Information of Members of
The Indian Banks' Association**

**SETTLEMENT
ON THE
INDUSTRIAL DISPUTES
BETWEEN
CERTAIN BANKING COMPANIES
AND
THEIR WORKMEN**

19th October, 1966.



INDIAN BANKS' ASSOCIATION

Stadium House, Block 3,
81-83, Veer Nariman Road,
BOMBAY-400 020

Price Rs. 30/-

FIRST BIPARTITE SETTLEMENT (19.10.1966)

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**SETTLEMENT ON THE INDUSTRIAL DISPUTES
BETWEEN
CERTAIN BANKING COMPANIES
AND
THEIR WORKMEN**

Memorandum of Settlement arrived at on 19th October 1966 before Shri O. Venkatachalam, Chief Labour Commissioner (C), New Delhi in an industrial dispute between the Managements of the Banks as represented by the Indian Banks' Association, Bombay and the Bombay Exchange Banks' Association, Bombay and their workmen as represented by the All India Bank Employees' Association and All India Bank Employees Federation over the various issues such as terms and conditions of service of the bank employees.

Parties Present :

Representing Employers:

1. Shri F. K. F. Nariman, duly authorised on behalf of the Indian Banks' Association.
2. Mr. D. C. Martin, Chairman, Bombay Exchange Banks' Association.

Representing Employees:

All India Bank Employees Association

1. Shri A. C. Kakkar, President.
2. Shri P. R. Bhatia, Vice-President.
3. Shri Prabhat Kar, M.P. General Secretary.
4. Shri H. L. Parvana, Secretary.

All India Bank Employees Federation

1. Shri N. K. Bhatt, M.P., Chairman.
2. Shri N. P. Desai, Vice-President.
3. Shri V. N. Sekhri, General Secretary.
4. Shri O. P. Nigam, Jt. Secretary.

The Parties hereto through the intervention of the Chief Labour Commissioner, entered into a Memorandum of the Settlement dated 18th August 1964 in the presence of the Chief Labour Commissioner (C) Clause 4 whereof provided for the parties discussing all the issues existing between them, as a result of Charter of demands submitted on behalf of the workmen covered by this Settlement, with a view to entering into a formal settlement under the Industrial Disputes Act, 1947. As a result of discussions between the parties in terms of the said Clause 4 of Memoranda of Settlement dated 29th August 1964, 15th April 1965, 27th August 1965, 11th November 1965, 14th January 1966 and 2nd June 1966 were entered into between the parties before the Chief Labour Commissioner (C). The parties thereafter discussed all outstanding issues between themselves pursuant to the said Clause 4.

The Chief Labour Commissioner held separate and joint discussions with the representatives of the managements and the workmen and had a series of such discussions from 29th September 1966. After prolonged discussions, the parties agreed to the following terms of settlement:—

NOW THESE PRESENTS WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The parties to the Settlement appreciate the need to promote harmonious industrial relations, better discipline, efficiency and productivity;

The parties hereby pledge to work for the fulfilment of the above objectives;

The workmen assure that steps will be taken to resolve grievances through mutual negotiations and bank managements assure expeditious action to resolve grievances;

In consideration of the above, the parties (a list whereof is given in Appendix 'A' hereto) hereby record the following settlement reached in respect of the workmen's demands and the Banks' points to the intent that the settlement shall be binding on the Banks and the workmen in the manner contemplated in Section 18 of the Industrial Disputes Act, 1947:—

CHAPTER I

GENERAL

1.1. The Parties are agreed that the provisions of the Award of the All-India Industrial Tribunal presided over by Shri P. Sastry as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai in Reference No. 1 of 1960 which Award inter-alia modifies certain provisions of the Sastry Award, shall govern the service conditions therein covered except to the extent that the same have been modified in this Settlement.



CHAPTER II

CATEGORISATION OF BANKS

2.1 In supersession of paragraph 4.125 of the Desai Award, Indian Banks with deposits of Rs. 30 crores and less shall publish and exhibit a statement showing average of the weekly returns of deposits in the first month of the next succeeding calendar year together with a certificate from its auditors as to the correctness of the statement or a certificate from the Reserve Bank of India to this effect. Indian Banks with deposits of over Rs. 30 crores and Exchange Banks shall not be required to exhibit such statement or certificate. They shall, however, supply upon request, a copy of such statement or certificate to the Union of their employees.

2.2 In supersession of paragraph 4.129 of the Desai Award, banks which are parties to this Settlement will be classified as shown in Appendix 'A' hereto.



CHAPTER III

CATEGORISATION OF AREAS

3.1. Areawise classification of different places in the country for the purpose of wages and other monetary benefits shall be retained and the places in the country shall be classified into three areas on the basis of population.

3.2 In supersession of paragraph 4.189 of the Desai Award,

(A) Area I will comprise :

(i) BOMBAY

comprising of the areas within the limits of the Bombay Municipal Corporation (Greater Bombay), Dombivli, Kalyan and Thana Municipalities.

(ii) CALCUTTA

comprising of the Municipal areas under the following groups:—

GROUP I:

City of Calcutta (including Behala, Alipore, Cossipur, Tollygunge) Howrah, Barrackpore (including N. Barrackpore Garden Reach, Baranagore, South Suburban Municipal Area and Dum Dum (including South Dum Dum).

GROUP: II.

Kamarhati, Panihati, Kharda, Titagarh, Garulia, Bhatpara and Naihati.

GROUP III:

Bally, Uttarpara, Konnagar, Rishra, Serampore, Baidyabati, Champdani, Bhadreswar, Chandranagar and Hooghly — Chinsuria.

(iii) DELHI

comprising of New Delhi, Old Delhi, Delhi Shahdra, Delhi Cantonment and Loni.

(iv) MADRAS

comprising of the following postal districts under Madras G.P.O.

P.D. No.	P.D. No.
1. Madras G.P.O.	2. Mount Road.
3. Park Town.	4. Mylapore.
5. Triplicane.	6. Cathedral.
7. Vepery.	8. Egmore.
9. Fort St. George.	10. Kilpauk.
11. Perambur.	12. Perambur Barracks.
13. Royapuram.	14. Royapettah.
15. Saidapeth.	16. St. Thomas Mount.
17. Thyagarayanagar.	18. Teynampet.
19. Thiruvettiyur.	20. Adyar.
21. Washermanpet.	23. Ayanavaram.
24. Kodambakkam.	25. Engineering College.
26. Vadapalani.	27. Madras Air Port.
28. Raja Annamalaipuram.	29. Aminjikalai.
30. Shenoyanagar.	31. Chetpet.
32. Industrial Estate.	33. West Mambalam.
34. Nungambakkam.	35. Nandanam.
36. Indian Institute of Technology.	41. Thiruvanmiyur.
44. Chromepet.	45. Tambaram.
46. Tambaram I.A.F.	47. Tambaram Sanatorium.
49. Villivakkam.	53. Ambattur.
	56. Poonamalee.

(v) AHMEDABAD

comprising of the City of Ahmedabad, Naroda, Bapunagar, Sardarnagar and Vatva.

(vi) HYDERABAD

comprising areas falling within the Hyderabad Municipal Corporation limits, Secunderabad,

Secunderabad Cantonment and outlying urban units being University Area, Malkajgiri, Alwal, Zamistapur, Attapur, Fatehnagar, Bowenpalli, Lalaguda, Kandikal and Machabolimurum. Also Rajendranagar with effect from 1-7-1966.

(vii) BANGALORE

comprising areas falling within the Bangalore Corporation limits and area notified under the Bangalore City Improvement Trust Board Act but excluding satellite townships and satellite towns within the Trust Board area.

(viii) KANPUR

comprising the areas falling within the Kanpur Municipal Corporation limits and Kanpur Cantonment.

(ix) BUDGE BUDGE

(x) BARUIPUR

(xi) FARIDABAD

(xii) GHAZIABAD

(xiii) MOHANNAGAR

AND

(xiv) All other places with a population of more than 12 lacs.

(B) Area II will comprise :

All cities other than those included in Area I which have a population of one lac or more

AND

- | | | |
|------------------------------------|--|---------------------------|
| 1. Bhiwandi | 2. Chandigarh. | 3. Cochin. |
| 4. Ferozepur City
and Cantt. | 5. Kakinada. | 6. Nasik &
Nasik Road. |
| 7. Pimpri. | 8. Pondicherry. | 9. Raipur. |
| 10. Shillong. | 11. Tirunelveli—
Palayam-
kottai—Mela-
palayam. | 12. Tuticorin. |
| 13. Ballabgarh. | 14. Simla. | 15. Gurgaon. |
| 16. Dhanbad—
Jharia—
Sindri. | 17. Yamunanagar.
Jagadhari. | 18. Muzaffarnagar. |
| 19. Ferozabad. | 20. Aurangabad.
(includ. Cantt.) | 21. Gulbarga. |
| 22. Quilon. | 23. Agartala. | 24. Imphal. |
| 25. Rohtak. | 26. Farrukhabad. | 27. Singanallur. |
| 28. Dhulia. | 29. Sangli—Miraj. | |

(C) Area III will comprise: All places not included in Area I & II.

3.3 In supersession of paragraph 4.190 of the Desai Award, for the purpose of classification of areas, the latest available official figure of the all-India Census shall be taken into account.

3.4 The classification of areas as provided in Clause 3.2 hereinabove is made as a result of a review, based on the population figures (of towns with population of 30,000 and over), as on 31st December, 1965, published by the Registrar General of India, in the Gazette of India and also on due consideration of compelling special factors and peculiar conditions pertaining to or prevailing in certain places. The parties hereto shall, in the same manner, further review the areawise classification as on 31st December, 1968 and reclassify such places as may be mutually agreed upon.

CHAPTER IV

SCALES OF PAY

(i) CLERICAL STAFF

4.1. In supersession of the pay-scales provided in paragraph 5.187 of the Desai Award, the following pay-scales, with reference to the base year 1949, shall apply to full-time workmen other than those belonging to the subordinate staff.

A CLASS BANKS: (In Rupees)

Area I:

<u>154-6-166-7-201-12-309-15-324-EB-</u>				<u>20-414-23-460</u>	
(1-2	5	9	1	3	2) Years

Area II:

<u>142-6-166-7-201-12-297-EB-12-309-15-354-20-414</u>						
(1-4	5	8	1	3	3) Years	

Area III:

<u>132-5-142-6-166-7-201-12-273-EB-12-309-15-354-20-374</u>						
(1-2	4	5	6	3	3	1) Years

B CLASS BANKS:

Area I:

<u>142-6-166-7-201-12-297-EB-12-309-15-354-20-414</u>						
(1-4	5	8	1	3	3) Years	

Area II:

<u>132-5-142-6-166-7-201-12-273-EB-12-309-15-354-20-374</u>						
(1-2	4	5	6	3	3	1) Years

Area III:

<u>122-5-142-6-166-7-201-12-249-EB-12-309-15-339</u>						
(1-4	4	5	4	5	2) Years	

C CLASS BANKS:

Area I:

<u>132-5-142-6-166-7-201-12-273-EB-12-309-15-354-20-374</u>						
(1-2	4	5	6	3	3	1) Years

Area II:

122-5-142-6-166-7-201-12-249-EB-12-309-15-339						
(1-4	4	5	4	5	2)	Years

Area III:

112-5-142-6-166-7-201-12-225-EB-12-309					
(1-6	4	5	2	7)	Years

4.2. The combined running scale would, therefore be as follows:

Rs. 112-5-142-6-166-7-201-12-309-15-354-20-414-23-460

(ii) SUBORDINATE STAFF

4.3. In supersession of the pay-scales provided in paragraph 5.188 of the Desai Award, the following pay-scales with reference to the year 1949, shall apply to full-time workmen who are members of the subordinate staff:

A CLASS BANKS: (In Rupees)

Area I:

92-2-128-EB-2-130-3-145			
(1-17	5	2)	Years

Area II:

86-2-120-EB-2-130-3-136			
(1-17	2	5)	Years

Area III:

80-2-144-EB-2-128		
(1-17	7)	Years

B CLASS BANKS:

Area I:

86-2-120-EB-2-130-3-136			
(1-17	5	2)	Years

Area II:

80-2-114-EB-2-128		
(1-17	7)	Years

Area III:

74-2-108-EB-2-122		
(1-17	7)	Years

C CLASS BANKS:**Area I:**

80-2-144-EB-2-128	
(1-17 7)	Years

Area II:

74-2-108-EB-2-122	
(1-17 7)	Years

Area III:

68-2-102-EB-2-116	
(1-17 7)	Years

44. The combined running scale would, therefore, be as follows :

Rs. 68-2-130-3-145

(iii) PART-TIME WORKMEN

45. In supersession of paragraph 5.191 of the Desai Award, part-time workmen shall be entitled to graduated incremental pay-scales related to their working hours, as follows:

- (a) Part-time workmen other than those belonging to the subordinate staff shall be paid one-third of the basic pay, special allowance, House Rent Allowance and other allowance, if any, and dearness allowance and shall also be entitled to one-third of the annual increments, payable under this Settlement to full-time workmen provided that the total working hours of such part-time workmen shall not exceed 12 per week.
- (b) Part-time workmen who are members of the subordinate staff shall (subject to clause 20.5) be paid—

If their normal total working hours per week are—

Upto 3 hours	..	At Bank's discretion.
More than 3 hours but less than 6 hours.	..	At Bank's discretion but Minimum Rs. 15 per month.

6 hours to 13 hours	..	One-third of the scale wages with proportionate annual increment.
More than 13 hours to 19 hours	..	One-half of the scale wages with proportionate annual increment.
More than 19 hours to 29 hours	..	Three-fourth of the scale wages with proportionate annual increment.
Beyond 29 hours	..	Full scale wages.

EXPLANATION:

For the purpose of this sub-clause the expression "Scale Wages" shall mean basic pay, special allowance, House Rent Allowance and other allowance, if any, and dearness allowance payable under this Settlement to full time workmen in the subordinate cadre.

(iv) EFFICIENCY BAR

4.6. In supersession of paragraph 5.136 of the Desai Award, an efficiency bar in respect of all categories of workmen for whom scales of pay have been provided under this Settlement, is imposed subject to the following conditions:

- (a) The efficiency bar shall be at the end of the normal 18th year stage in each scale.
- (b) The efficiency bar shall be applied very sparingly. The general test should be whether the employee's work has fallen below that standard of efficiency normally expected of him at that particular stage of his career when the efficiency at the start has been reinforced by the experience from which he should have profited.
- (c) The circumstances necessitating the proposed imposition of the bar shall be communicated to the employee and the employee shall be given an opportunity to submit an explanation which shall be duly considered.

- (d) An efficiency bar once imposed shall be reviewed every year and before it is continued the employee shall be given an opportunity to make such representation as he desires. Reasons for continuation of the bar shall be recorded.
- (e) If the workman held up at the efficiency bar improves, he may be allowed to cross the bar and at the discretion of the management may even be placed at such stage in the running time scale as he would have attained if he had not been held up. In such case the workman shall not be entitled to claim any arrears on the basis as if there had been no bar.

(v) METHOD OF ADJUSTMENT IN THE NEW SCALES
OF PAY

4.7. All full-time workmen shall be fitted in the new scales of pay in the manner following:

- (a) Workmen who entered service of the bank before 1-1-1966, shall be fitted in the new scales of pay on a "stage-to-stage" basis as on 1st January, 1966, i.e. a workman will be fitted in the new scale at a stage corresponding to his stage in the existing scale, so that he will cover in the new scale of pay the same number of stages which he has covered in the existing scale, as on 1st January, 1966.
- (b) In case of members of the subordinate staff, the ad hoc increment being paid to them pursuant to the Settlement dated the 29th August, 1964, shall be considered part of their existing basic pay while determining their stage in the existing scale of pay for the purpose of fitting them in the new scale. The special allowance of Re. 1/- being paid pursuant to the aforesaid Settlement shall, however, not be so considered. Such ad hoc increment or special allowance shall cease to be payable with effect from 1-1-1966.

- (c) If a workman in the existing scale of pay is drawing basic pay which does not coincide with any particular stage in the existing scale of pay but it falls between two stages, then he will be deemed to have reached the higher stage in the scale.
- (d) Workmen who entered banks' service on or after 1st January, 1966, shall be fitted in the new scales of pay on the same principles as set out above, with effect from their respective dates of joining the service.

4.8. Workmen who entered service of the banks before 31st January, 1950 and are, on 1st April, 1966, short of what point-to-point adjustment, calculated according to their actual completed years of service, would have given them shall, after being fitted into the new scales in accordance with the provisions of Clause 4.7 above, be paid additional increments as under:—

- (a) If a workman falls short of point-to-point stage as on 1st April, 1966 by not less than 2 and not more than 3 increments, he shall be paid one additional increment, with effect from 1st April, 1967;
- (b) If a workman falls short of point-to-point stage as on 1st April, 1966 by 4 or more increments, he shall be paid one additional increment, with effect from 1st July, 1966 and another additional increment, with effect from 1st April, 1967;

Provided that no additional increment shall be payable in terms of this clause where a workman has already received, before the date of this Settlement, any additional increment/increments towards point-to-point adjustment.

4.9. Subject to Clause 20.5 of this Settlement, the existing part-time employees shall be fitted into the new scales of pay at the appropriate proportionate basic pay on a stage-to-stage basis, but not lower than the 4th stage.

4.10. In the matter of adjustment, the efficiency bars, whether in the existing scales or in the new scales under this Settlement, shall be ignored.

(vi) ANNUAL INCREMENTS

4.11. In the case of full-time workmen, annual increments in the new scales shall fall due on the same date on which increments in the existing scales would have fallen due if the existing scales were continued, so that the period of service since the date of the last increment in the existing scale will be available to the workmen for the purpose of calculating the period for earning an increment in the new scales of pay.

4.12. Following the incremental pay-scales provided in this Settlement for them, part-time workmen will also be entitled to receive proportionate annual increments in the new scales. After fitting them in the new scales of pay, those existing part-time employees who have completed a year of service before 1st April, 1966 shall be given annual increments due to them on 1st April every year beginning from 1st April, 1966. Such of them who have not completed a year of service on 1st April, 1966 or who have joined after 1st April, 1966, shall be given their annual increments on the anniversary date of their joining service provided that in banks where the existing part-time employees are already receiving increments on the anniversary date of their joining service, they shall continue to receive their increments in that manner.

(vii) BASIC PAY/EMOLUMENTS ON TRANSFER
FROM ONE AREA TO ANOTHER

4.13. In supersession of paragraph 5.190 of the Desai Award:

- (a) On his transfer from a higher area to a lower area, a workman shall continue to be governed by the pay-scale of the higher area that was applicable to him prior to his transfer. But on such transfer at his request a workman shall be

fitted into the scale applicable to the lower area at a stage corresponding to his stage in the higher area provided that his basic salary plus dearness allowance in the higher area on the date of his transfer shall be protected by paying him an adjusting pay to be set off against his future increments (including Dearness Allowance thereon) in the lower area scale.

- (b) A workman transferred to an area where a higher pay-scale applies will be governed by the pay-scale applicable to the higher area and shall have his basic pay fixed in the pay-scale applicable to the higher area at a stage corresponding to his stage in the lower area pay-scale. If, however, such workman is transferred back to his original area, before completing a total service of one year in the higher area, his pay shall be refixed in the lower area pay-scale at the stage where he would have otherwise been had he not been so transferred.
- (c) If a workman is transferred, at his request, from a lower area to a higher area, temporarily for a specified period and where such period is extended, at his request, beyond one year but not exceeding two years from the date of his original transfer notwithstanding the provisions contained in sub-clause (b) above, he shall, on his retransfer to the original lower area, be governed by the pay-scale of that lower area and his pay shall be refixed at the stage where he would have otherwise been had he not been so transferred, even though he may have exceeded the total service of one year in the higher area. During his period of stay in the higher area, he shall, of course, draw emoluments applicable to such higher area as stated in sub-clause (b) above.
- (d) Where a workman is transferred from one area to another temporarily for a specific period, he shall

be entitled only to the halting allowance applicable to the area to which he is transferred and no adjustment in his salary will be made.

- (e) Where a workman is initially recruited in a higher area for eventual posting to a new branch/office to be opened in a lower area, the letter of appointment issued to him by the bank shall clearly specify the state and the Area in which he would be eventually posted. In such a case the employee will be started on the lower area scale and so long as he remains in a higher area, he will be paid, as a "Local Allowance", the difference between the emoluments of such lower area and of the higher area in which he is temporarily posted.

If, within one year of his appointment, he is not posted to the lower area for which he was recruited, he will be deemed to have been appointed in the higher area in which he was temporarily posted on recruitment. In that event his basic pay will be refixed in the higher scale applicable to that area with retrospective effect and the consequential difference emoluments due to him will be set off against the "Local Allowance" drawn by him till then. On such adjustment payment of "Local Allowances" shall cease.

On the other hand, if he is posted, within one year of his appointment, to an area higher than the area for which he was initially recruited, his basic pay shall, from the date of his initial appointment, be fixed in the scale applicable to the area of his posting and consequential difference due to him will be set off against the "Local Allowance" drawn by him till then. On such adjustment payment of "Local Allowance" shall cease.

CHAPTER V

SPECIAL ALLOWANCES

5.1. The method of Special Allowances as adopted in the Desai Award shall continue.

5.2. In supersession of paragraph 5.282 of the Desai Award the special allowances payable to workmen other than the members of the subordinate staff, for duties/responsibilities as listed in Part I of Appendix 'B' hereto, shall be as follows:

PART I:— Categories of Workmen	(In Rupees, per month)		
	Class of Banks		
	A	B	C
(i) Telephone Operators	8	8	6
(ii) Relieving Telephone Operators	4	4	3
(iii) Audit Clerks	14	14	12
(iv) Comptists	16	16	16
(v) Telex Operators	20	20	15
(vi) Tellers	27	21	16
(vii) Punch Card Operators	23	23	23
(viii) Accounting Machine Operators	35	35	32
(ix) IBM, ICT (Hollerith-Power Samas) Machine Operators	40	40	40
(x) Stenographers	40	40	30
(xi) Head Clerks	40	40	30
(xii) Assistant Head Cashiers (above the level of routine clerks) :			
Units of 5 clerks and above	25	21	14
Units of 4 clerks and below	18	16	12
(xiii) Cashier-in-charge of Cash in Pay Offices or Branches	27	27	19
(xiv) Head Cashiers Category A :			
Units of 5 clerks and above	35	27	18
Units of 4 clerks and below	27	20	14

Categories of Workmen	Class of Banks		
	A	B	C
(xv) Head Cashiers—Category B :			
Units of 5 clerks and above ..	40	32	—
Units of 4 clerks and below ..	32	25	—
(xvi) Head Cashiers—Category C :	45	45	30
(xvii) Head Cashiers—Category D :	50	45	—
(xviii) Head Cashiers—Category E :	70	65	55
(xix) Special Assistants ..	75	70	62
(xx) Credit Investigators, Opinion compilers Bazar Clerks, Munshis, Trans- lators, Supplementary/ Ledger Callers)	} With regard both to the duties/res- ponsibilities of and allowance (if any) paid to these categories status quo shall be maintained in each bank con- cerned.		

Note : (1) Head Cashiers—Categories A and C are for banks other than the Subsidiary Banks of the State Bank of India.

(2) Head Cashiers—Categories B and D are for the Subsidiary Banks of the State Bank of India.

(3) Head Cashiers—Category E is for all banks.

PART II: (For Educational Qualification)—

(A) Graduates and/or holder of National Diploma in Commerce ..	2 increments	} in the Scale.
(B) Part I of CAIB/CAIIB Examinations ..	1 increment	
(C) Part II of CAIB/CAIIB Examinations ..	2 increments	

Note : (a) For those workmen who have not reached the 25th stage of the scale of pay—

(i) If they are already getting a special allowance it will be replaced by increments as above.

(ii) If the increments already received are fewer than those prescribed above and if the workman has passed Part II of CAIB/CAIB Examinations, he will get one more increment.

(b) For those workmen who hereafter reach or have already reached 25th stage of the scale and have got increments in consideration of this/these educational qualification(s) Special Allowance(s) will be payable as under:—

(In Rupees, per month)

10 after they have completed 1 year	} after reaching 25th stage of the scale.
20 after they have completed 2 years	
30 after they have completed 3 years	
40 after they have completed 4 years	
50 after they have completed 5 years	

subject to the following limits:

20 for those who fall under category (A) above:
10 for those who fall under category (B) above:
30 for those who fall under categories (B) & (C) above:
30 for those who fall under categories (A) & (B) above:
50 for those who fall under categories (A), (B) & (C) above.

5.3. In supersession of paragraph 5.326 of the Desai Award the Special Allowances payable to members of the subordinate staff, for duties/responsibilities as listed in Part II of Appendix 'B' hereto, shall be as follows:

Categories of Workmen	(In Rupees, per month)		
	Class of Banks		
	A	B	C
(i) Cyclostyle Machine Operators	6	5	4
(ii) Liftmen	7	7	5
(iii) Relieving Liftmen	4	4	3
(iv) Cash Peons	7	6	4
(v) Watchmen/Watchmen-cum-Peon	7	6	4
(vi) Armed Guards	13	11	10

Categories of Workmen	Class of Banks		
	A	B	C
(vii) Bill Collectors	13	13	7
(viii) Daftaries	15	12	10
(ix) Head Peons	17	14	11
(x) Air-Conditioning Plant Helpers	35	30	25
(xi) Electricians	35	30	25
(xii) Drivers	40	32	25
(xiii) Head Messengers	With regard both to the duties/responsibilities of and allowance (if any) paid to these categories, status quo shall be maintained in each bank concerned.		

GENERAL RULES

5.4. The Special Allowances prescribed in Clauses 5.2 and 5.3 above shall be payable subject to the provisions hereinafter contained in this Chapter.

5.5. In supersession of paragraph 5.287 of the Desai Award, where a workman falls within more than one category, he shall be entitled to receive the special allowance at the highest rate applicable to him. Provided however, that special allowance(s) for educational qualifications, if any, shall be payable in addition to any other special allowance to which he may be entitled.

5.6. The special allowances prescribed above are intended to compensate a workman for performance or discharge of certain additional duties and functions requiring greater skill or responsibility, over and above the routine duties and functions of a workman in the same cadre. In order to be entitled to a special allowance, such additional duties and functions should constitute the normal part of the duties and functions performed or discharged by a workman. Special allowances are not intended to be paid for casual or occasional performance or discharge of such duties/functions. It would, however, not be necessary that

a workman should continue to perform such duties or discharge such functions, whole time, in order to be entitled to such allowance.

5.7. The additional duties and functions involving greater skill or responsibility, which would entitle a workman to a special allowance, are more particularly enumerated, for each category of workmen, in Appendix 'B' hereto. Special allowances will be payable for all or any of the duties listed in Appendix 'B' except where it is specifically provided therein that for a particular category the additional duties entitling him to a special allowance, include or involve all the duties listed under that category.

5.8. A workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested in him.

5.9. A workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. For instance a workman who is employed permanently as a Head Clerk or Stenographer cannot be deprived of his special allowance by asking him to work as an ordinary clerk or asking him not to work as a Head Clerk or Stenographer. If, however, a recipient of a special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowance.

5.10. The special allowance would continue to be drawn by a permanent incumbent while on leave. A workman who is asked to work temporarily in a post carrying a special allowance would be entitled to such a special allowance pro-rata for such period during which he occupies that post.

a workman should continue to perform such duties or discharge such functions, whole time, in order to be entitled to such allowance.

5.7. The additional duties and functions involving greater skill or responsibility, which would entitle a workman to a special allowance, are more particularly enumerated, for each category of workmen, in Appendix 'B' hereto. Special allowances will be payable for all or any of the duties listed in Appendix 'B' except where it is specifically provided therein that for a particular category the additional duties entitling him to a special allowance, include or involve all the duties listed under that category.

5.8. A workman will be entitled to a special allowance if he is required to perform duty/duties and/or undertake the responsibilities listed against the category, irrespective of his designation/nomenclature or any general authority vested in him.

5.9. A workman will be entitled to a special allowance only so long as he is in charge of such work or the performance of such duties which attract such allowance. Whether a workman can be asked to cease to do such work or discharge such duties and consequently cease to draw such allowance, will depend upon the terms of his employment. For instance a workman who is employed permanently as a Head Clerk or Stenographer cannot be deprived of his special allowance by asking him to work as an ordinary clerk or asking him not to work as a Head Clerk or Stenographer. If, however, a recipient of a special allowance wants to give up the work or duties which entitle him to the special allowance, he shall if his request is granted, cease to draw the special allowance.

5.10. The special allowance would continue to be drawn by a permanent incumbent while on leave. A workman who is asked to work temporarily in a post carrying a special allowance would be entitled to such a special allowance pro-rata for such period during which he occupies that post.

banks will be free to reallocate his duties/responsibilities either by withdrawing or including the duties/responsibilities for which a higher allowance is payable under this Settlement. In such a case the appropriate allowance for the revised duties/responsibilities will be payable.

5.14. The following provisions shall apply to "Special Assistants" referred to in Clause 5.2 (xix):

(i) Those workmen who are at the date to this Settlement drawing the special allowance laid down for "Supervisors, Superintendents, Departmental-in-Charge etc." in paragraph 5.282/18 of the Desai Award, will (insofar as they do not fall under the Head Cashier—Category E) draw the special allowance agreed for "Special Assistants" but banks will be free to entrust them with the duties now agreed to for Special Assistants if they are not already performing them.

(ii) The duties and responsibilities now agreed to for Special Assistants shall not be regarded as supervisory duties and the employees required to perform these duties and discharge these responsibilities shall be regarded as "Workmen" for all purposes irrespective of their emoluments, designations or nomenclatures in different banks.

(iii) Save as provided hereinbelow, under the heading "Excluded Categories" those who are at present governed by the banks own supervisory/officer grade(s) and terms and conditions of service and are performing duties listed for Special Assistants or duties of a like nature will have irrespective of their emoluments, designations or nomenclatures, the right to exercise an irrevocable option within 3 months of the date of this Settlement, to choose between—

(A) the bank's own supervisory grade and terms and conditions of service:

OR

- (B) the wages and terms and conditions of service under this Settlement.

EXCLUDED CATEGORIES:

The following employees will be excluded from exercising option as provided above:

- (a) All employees who were directly recruited into bank's own scales of pay for supervisory/officer staff.
- (b) All employees promoted to the Supervisory/Officer cadre in the bank's own scales of pay before 30-11-1962, who exercised or had an opportunity to exercise option under the provisions of the Desai Award or thereafter, in favour of the bank's own scales of pay applicable to supervisory/officer staff.
- (c) All employees promoted to the Supervisory/Officer cadre in the bank's own scales of pay after 30-11-1962 and who were either at the time of such promotion or at any subsequent date offered the right to exercise option for Award provisions.
- (d) All employees who were drawing the special allowance under paragraph 5.282/18 of the Desai Award and who were subsequently promoted to the bank's own scales of pay for Supervisory/Officer staff but did not communicate to the bank in writing objection to such promotion.

(iv) The option under sub-clause (iii) above shall be exercised in writing which shall be delivered to the Head of the Office or the branch in which the employee concerned may be working. On failure to exercise the option in the manner aforesaid within the time specified, the employee concerned would be deemed to have chosen to continue in the bank's own supervisory/officer grade and terms and conditions of service.

If the employee opts for the wages and conditions of service under this Settlement, he shall be fitted retrospectively from 1-1-1966 into the scale of pay laid down in this Settlement at the stage he would have been, had he not been taken up in the bank's own supervisory/officer grade.

SUPERSESION AND COMMUTATION

5.15. Save and except as otherwise provided in this Chapter, no special allowance, personal pay or any other allowance will be payable to the following categories of workmen, namely:

- (i) Godown Inspectors,
- (ii) Photostat Machine Operators,
- (iii) Adding Machine Operators,
- (iv) Addressographers.

Any excess monetary benefit being received by the above workmen (on regular assignment) on 1-7-1966 and shall be commuted by lump sum payment in the manner provided in Clause 5.17 below.

5.16. Save as otherwise specifically provided in this Settlement, the special allowances prescribed above shall supersede the special allowances and/or personal pay and/or other allowances being paid by any bank for the categories listed in the Appendix 'B' hereto or for the duties/responsibilities listed thereunder. Any excess monetary benefit not warranted by the provisions of this Chapter, being received by the workmen (on regular assignment) on 1-7-1966 shall be commuted by a lump sum payment in the manner provided in Clause 5.17 below.

Note.—The term "excess monetary benefit" will mean the difference between (a) the existing special allowance including D.A. thereon and/or personal pay and/or other allowance (as the case may be) as at 30-6-1966, and (b) the special allowance including dearness allowance thereon as provided in this Settlement, if any.

5.17. The commutation referred to in Clauses 5.15 and 5.16 above shall be made as follows:—

(a) In case of workmen who on 1-7-1966 were in receipt of any excess monetary benefit under non-rotational system, provided such allowance/personal pay was being paid to him on regular assignment for relative duties and not for a temporary period as locum-tenens their excess monetary benefit will be commuted at the rate of "60 x Q".

(b) In case of workmen who on 30-6-1966 were either receiving or eligible for an allowance/personal pay under a rotational system, their excess monetary benefit will be commuted at the rate of "60 x Q x P".

RE

The symbols 'Q', 'P' and 'RE' above, shall mean—

Q—Quantum of excess monetary benefit (if under a rotational system, the value of Q is different for different groups of workmen, the lump sum payment due to workmen in different groups will be calculated separately).

P—Number of posts which were, according to the usual rule or practice in bank concerned, subject to rotation on 30-6-1966.

RE—Number of workmen on 30-6-1966 who performed the appropriate duty/ies in rotation in the past as also those who would have performed the same duty/ies in rotation in future.

5.18. After the supersession and commutation of any special allowance and/or personal pay and/or other allowance, the duties and responsibilities for which these were paid shall be performed by any workman, whenever required, without claiming allowance of any sort for such performance.

CHAPTER VI

MECHANISATION

6.1. Accounting Machines, I. B. M. or I. C. T. (Hollerith—Power Samas) Machines can be utilized in banks subject to the following conditions:—

- (i) that Ledger Accounting Machines like National Cash Register Machines, Remington Rand Accounting Machines, Blue-Star Accounting Machines etc. can be utilised for the purpose of ledger and statement posting of Current Accounts, Savings Bank Accounts, Deposit Accounts, General Ledger Accounts, Inter-Branch/Agency Accounts, Salary and Provident Fund Accounts;
- (ii) that I. B. M. or I. C. T. (Hollerith—Power Samas) machines and punches (for punching and verifying cards) can be utilised for the purposes of maintaining Inter-Branch/Agency Accounts for reconciliation purposes as also Salary and Provident Fund Accounts at Head Office or Offices where banks' centralised accounts are maintained;
- (iii) that there will be no retrenchment on the introduction of the machines as in (i) and (ii) above and the displacement of staff in a particular department or office/branch where such machines are introduced will be kept at the minimum possible level.

6.2. The workmen or their representatives will not object to the introduction of machines, as mentioned above and to the consequent reorganisation.

6.3. The question whether the scope of utilisation of the machines referred to above can be extended or not, will be considered afresh as early as possible after 31-12-1968.



CHAPTER VII

DEARNESS ALLOWANCE

7.1. The 'Temporary Dearness Allowance' of two slabs, (i.e. 6% in case of workmen other than those belonging to the subordinate staff and 8% in case of members of the subordinate staff) being paid by banks since August 1964 shall upon the implementation of the new scales of pay, cease with effect from 1st January, 1966.

7.2. The scheme of Dearness Allowance as provided in the Desai Award shall continue to be in force.



CHAPTER VIII

HOUSE RENT ALLOWANCE

8.1. For the purposes of house rent allowance—

- (a) "Pay" shall mean basic pay and will include special allowance and officiating allowance, if any.
- (b) "Special Places" shall comprise of Bombay, Calcutta, Delhi, Madras (all as defined for the purpose of Areawise Classification in Clause 3.2) and the postal districts of Vandalur, Avadi Camp and Avadi I.A.F., under Madras G.P.O.
- (c) "Other Places" shall comprise of—
 - (i) All places in Area I, other than Bombay, Calcutta, Delhi, Madras, Faridabad, Ghaziabad and Mohannagar;
 - (ii) State Capitals and Capitals of Union Territories, except Panjim;
 - (iii) Places having population of 7 lacs and over.
- (d) "Project Areas"—Group 'A' Shall comprise of —
 - (i) Jamshedpur, (ii) Bhilai, (iii) Bokaro,
 - (vi) Rourkela and (v) Durgapur.

- (c) "Project Areas"—Group 'B' Shall comprise of —
 (i) Nangal Township, (ii) Talwara, (iii) Khetri,
 (iv) Nagarjunasagar and (v) Neyveli.

8.2. In supersession of paragraphs 6.22, 6.23 and 6.24 of the Desai Award, all full-time workmen shall be paid house rent allowance at the following rates:

(A) "SPECIAL PLACES" & "OTHER PLACES"

	Special Places	Other Places
(Rupees per month)		
Where pay:—		
(i) does not exceed Rs. 100/- p.m.	11	9
(ii) exceeds Rs. 100/- p.m. but does not exceed Rs. 150/- p.m.	14	11
(iii) exceeds Rs. 150/- p.m. but does not exceed Rs. 300/- p.m.	18	14
(iv) exceeds Rs. 300/- p.m.	25	18

(B) "PROJECT AREAS"

	Clerical (Non-Sub- ordinate Staff	Subordi- nate staff
(Rupees per month)		
Areas in Group 'A'—at flat rate of	24	19
" " Group 'B'—at flat rate of	19	14
(C) JAMMU .. at flat rate of	10	7
(D) CUTTACK .. at flat rate of	10	7
(E) PANJIM	Existing House Rent or Compensatory Allowance, as the case may be in each bank, shall continue to be paid.	

GENERAL PROVISIONS

8.3. House Rent Allowance in project areas is agreed on the basis that residential accommodation is not available in these areas. Accordingly, house rent allowance in these areas shall be payable until such time as a bank is in a position to offer residential accommodation. The continuance of house rent allowance in project areas after the expiry date of this Settlement will be subject to fresh review of the housing situation in these places.

8.4. In supersession of paragraph 6.27 of the Desai Award, for the purpose of House Rent Allowance, the latest available official figures of the All-India Census shall be taken into account.

8.5. House Rent Allowance as provided in this Chapter, is as a result of a review based on the population figures (of towns with population of 30,000 and over), as on 31st December, 1965 published by the Registrar General of India, in the Gazette of India and also on due consideration of compelling special factors and peculiar conditions pertaining to or prevailing in certain places. The parties hereto shall, in the same manner, further review the House Rent Allowance, as on 31st December, 1968 and reclassify places eligible for House Rent Allowance, as may be mutually agreed upon.



CHAPTER IX

OTHER ALLOWANCES

(i) WASHING ALLOWANCE

9.1. In supersession of paragraph 6.28 of the Desai Award all members of the subordinate staff entitled to uniforms will be paid a washing allowance at the following rates:—

- | | |
|-------------------------|---------------|
| (i) Places in Area I .. | Rs. 3.50 p.m. |
| (ii) Other Places .. | Rs. 3.00 p.m. |

No such allowance would be payable where washing arrangements have been made by the bank.

(ii) CYCLE ALLOWANCE

9.2. In supersession of paragraph 6.40 of the Desai Award, members of the subordinate staff who are required by the bank to use cycle on regular assignment for outdoor duties shall be eligible for a Cycle Allowance at the following rates:—

If employed in A or B Class Bank .. Rs. 7 p.m. in all areas
 If employed in a C Class Bank .. Rs. 5 p.m. in all areas

(iii) HILL ALLOWANCE

9.3. In supersession of paragraph 6.32 of the Desai Award, workmen will be eligible for a Hill Allowance at the following rates:—

- | | |
|---|---|
| (i) Workmen employed at Hill Stations or towns with a height between 4,000 ft. upto and including 5,500 ft., above sea level. | } 7% of pay—
Minimum
Rs. 10/- p.m. |
| (ii) Workmen employed at Hill Stations or towns with a height over 5,500 ft. above sea level. | |
| | } 10% of pay—
Minimum
Rs. 15/- p.m. |

Pay for this purpose will mean basic pay and will include special allowance and officiating allowance, if any.

(iv) FUEL ALLOWANCE

9.4. In supersession of paragraph 6.38 of the Desai Award workmen will be eligible to Fuel Allowance at the following rates:—

- | | |
|---|---|
| (i) Workmen employed at Hill Stations or towns with a height between 4,000 ft. upto and including 5,500 ft., above sea level. | } 7% of pay—Mini-
mum Rs. 10/- p.m.
Maximum Rs. 27/-
p.m. |
| (ii) Workmen employed at Hill Stations or towns with a height over 5,500 ft. above sea level. | |
| | } 10% of pay—Mini-
mum Rs. 15/- p.m.
Maximum Rs. 27/-
p.m. |

Pay for this purpose will mean basic pay and will include Special Allowance and officiating allowance, if any.

9.5. Fuel Allowance will be payable for the 5 months of November to March (both inclusive) each year.

(v) PROJECT AREA COMPENSATORY ALLOWANCE

9.6. Workmen in Project Area (as defined in Clause 8.1.) shall be paid a Project Area Compensatory Allowance at the following rates:

	Places in Project Area	
	Group A	Group B
	(Rupees per month)	
Non-Subordinate Staff ..	10	8
Subordinate Staff ..	5	4

(vi) SPLIT DUTY ALLOWANCE

9.7. In supersession of paragraph 6.44 of the Desai Award a Split-Duty Allowance will be payable as under:—

(i) At branches where business hours are split with a minimum break of two hours all full time workmen [excluding (a) watch and ward staff, (b) drivers, (c) sweepers, (d) those who reside in the premises of such branch, and (e) any workman whose hours of work, apart from normal lunch recess, are not split].

(ii) At other branches all full time pass-book writers, day book writers and despatchers if their working hours are in two shifts with a minimum break of two hours.

(iii) The allowance will be at the following rates:—

	Area I	Area II	Area III
In A or B Class Bank	Rs. 10	Rs. 7	Rs. 5
In C Class Bank ..	Rs. 5	Rs. 5	Rs. 5

Provided that no such allowance will be payable to workmen, who subsequent to the date of this settlement are, at their request, transferred to Branches where business hours are split as in item (i) above.

(vii) PASS-BOOK ALLOWANCE

9.8. Status quo in respect of the duties and any allowance paid to full-time workmen of this category will be maintained in each bank concerned.

(viii) WATER SCARCITY ALLOWANCE

9.9. In supersession of paragraph 6.45 of the Desai Award a water scarcity allowance of Rs. 8 p.m. for non-sub-staff and Rs. 6 p.m. for subordinate staff will be payable subject to the following conditions :

(i) The allowance will be paid by banks to such of their workmen who have actually been working in the areas for which water scarcity allowance is paid by the Central or State Government to their employees, the period of payment of such allowance being the same as in the case of such Government employees.

(ii) Workmen who have actually been working in the following places will be paid water scarcity allowance for the period from April to July (both inclusive) each year, if they are not already covered under sub-clause (i) above. The continuance of the water scarcity allowance at these places will be subject to a fresh review by banks of the water supply situation after the expiry date of this settlement.

IN PUNJAB & HARYANA	..	Sonepat, Bhatinda, Rohtak, Hissar, Kaithal.
IN RAJASTHAN	..	Jaisalmer, Marwar, Degana, M a k r a n a, Lachhmangarh, Nawalgarh, Sri Madhopur and Jhunjhunu.
IN GUJARAT	..	Gandhidham, Surendranagar, Dhrangadhra.
IN ANDHRA	..	Guntakal, Adoni, Cuddapah.

(ix) OFFICIATING ALLOWANCE

9.10. Wherever a bank requires a workman to officiate in a post in a higher cadre, it will do so by an order in writing.

9.11. In supersession of paragraph 6.56 of the Desai Award—

(a) If a workman other than subordinate staff officiates in a post in a higher cadre for a period of 10 days or more, he shall be paid an officiating allowance for the period for which he officiates, on the following basis :

(i) Where the basic pay of the permanent incumbent exceeds the basic pay of the person officiating, the officiating allowance shall be 15% of the basic pay of the person officiating or the difference between the two basic pays whichever is less, provided that in no case will the officiating allowance be less than $7\frac{1}{2}$ % of the basic pay of the person officiating;.

(ii) Where the basic pay of the permanent incumbent is equal to or less than that of the person officiating, the officiating allowance shall be $7\frac{1}{2}$ % of the basic pay of the person officiating.

(b) If a member of the subordinate staff officiates in the clerical cadre he shall be paid officiating allowance at the rates mentioned in sub-clause (a) above or the difference between his basic pay and starting basic pay of the clerical scale in that area whichever is higher. Such officiating allowance will be payable pro-rata for each day of work in the clerical cadre without any limitation as to the number of days for which he officiates.

(x) HALTING ALLOWANCE

9.12. In supersession of paragraph 6.84(1) of the Desai Award, halting allowance will be payable as follows:—

	IN RESPECT OF HALT IN	
	All places in Area I and other places where House Rent Allowance is payable	Remaining places
	(Rupees per day)	
Subordinate Staff ..	6	4
Workmen other than subordinate staff:—		
drawing pay upto Rs. 300 p.m. ..	10	8
drawing pay over Rs. 300 p.m. ..	12	10

'Pay' for this purpose will mean basic pay, and will include special allowance and officiating allowance, if any.

9.13. Journeys completed in the same day. — In supersession of paragraph 6.84(4) of the Desai Award where the work entrusted to a workman is such that it does not involve night stay and enables him to return to headquarters the same day he shall be entitled:—

- (i) if he is not a member of the subordinate staff:
- (a) to a single second class fare to and fro for himself, and
 - (b) to batta at one-half the rates set out as above applicable to him,

and (ii) if he is a member of the subordinate staff:

- (a) to a single third class fare to and fro for himself, and
- (b) to batta at one-half the rates set out as above applicable to him;

Provided, however, that where the period between the time when a workman commences work on that day and the time at which he returns to his place of work from out-station duty exceeds his normal working hours plus recess interval, full halting allowance at the above rates, applicable to him shall be paid. In such cases the workman concerned shall not be entitled to any overtime allowance.

CHAPTER X

LEAVE FARE CONCESSION

10.1. In supersession of paragraph 6.94 of the Desai Award 'A' and 'B' Class Banks will give to full time permanent workmen employed by them leave fare concession once in every three years, provided they have completed at least 11 months' active service, and they proceed on leave of not less than 15 days, subject to the conditions set out hereinbelow.

10.2. Actual return railway fare and steamer fare incurred by the workman for himself and members of his family (as defined in Clause 10.13 below) for—

- (a) travel from the place of work to the place of his domicile if situate within India (provided, however, that in the case of those subordinate workmen, on the watch and ward staff, whose domicile is situate in Pakistan, Bhutan, Sikkim or Nepal, the leave fare concession payable will be the actual return railway fare or steamer fare from his place of work to the place on the Indian borders nearest to his place of domicile).

OR

- (b) travel for rest and recuperation from the place of work to any place in India situate at not more than the undermentioned distances—

	<u>Non-sub staff</u>	<u>Sub-staff</u>
A Class Bank ..	800 km.	1000 km.
B Class Bank ..	500 km.	500 km.

(NOTE.—If a workman of a 'B' Class Bank has already availed of leave fare concession during a three year period, he shall not as a result of subsequent upgradation of that bank to 'A' Class be entitled to any further concession during that three year period).

10.3. The class of fare to which the workman and the members of his family would be entitled, shall be as follows:

Non-Subordinate staff

- (a) Second Class fare for the journey by train or steamer PROVIDED that if the train journey involves travel at night (i.e., a journey of more than six hours' duration between 7.00 p.m. on one day and 7.00 a.m. on the next day) First Class fare for the entire journey; FURTHER PROVIDED that where second class is not provided in a particular train First Class fare for the entire journey.

Subordinate Staff

- (a) Third Class fare for the journey by train or steamer.

AND

- (b) Road mileage at 8 Paise per kilometer for that part of the journey which, of necessity, has to be covered by a means of transport other than train or steamer.

PROVIDED that if the place of destination is accessible by train or steamer, the cheapest fare shall be payable, and if it is accessible partly by train or steamer and partly by road then the cheapest over-all fare shall be payable.

10.4. Each workman shall, if he has not already done so furnish to the Bank a written declaration of his place of domicile.

10.5. If a workman incurs, in case of a journey by train, any reservation or sleeping berth charges, these will be reimbursed to him in addition to his other entitlements under leave fare concession.

10.6. A workman may undertake the whole or part of the journey by air in which case he would be entitled to either the appropriate fare laid down in Clauses 10.2 and 10.3 above or the actual fare incurred, whichever is less.

10.7. A member of the non-subordinate staff and/or his family when availing of the leave fare concession laid down under Clause 10.2(b) above may travel beyond the maximum permissible distance laid down therein, by a class lower than that to which he is entitled, in which case he will be paid the actual fare incurred (irrespective of the number of stages in which the journey is undertaken.) or the first class fare for the distance permissible under Clause 10.2(b) above, whichever is less.

10.8. Leave fare concession may be availed of by the workman's family for travel prior to or after the date on which the workman himself avails of the leave fare concession; provided that, the period between the date of commencement of the journey by the family and the date on which the workman himself commences his journey does not exceed four months. On expiry of such period of four months any leave fare concession not availed of by the

workman for himself (unless in the meantime his leave is refused by the bank) or his family, will lapse.

10.9. A workman may claim leave fare concession for members of his family (if they do not ordinarily reside with him at the place of work) for travel from his place of domicile to the place of his work and return with the workman and vice versa.

10.10. For the purpose of availment of leave fare concession the workman shall produce satisfactory evidence of the actual expenditure incurred either by way of tickets or money receipts giving full details.

10.11. The fare permissible under leave fare concession will be advanced to the workman on the following conditions :—

- (i) In the case of outward journey on his undertaking to produce tickets before the commencement of the journey or within 7 days from the date of the advance, whichever is earlier. On such evidence being produced the fare for the return journey will also be advanced subject to the condition that evidence of the return journey shall be produced to the Bank within 7 days of the resumption of duties by the workman.
- (ii) In case members of the workman's family avail of the leave fare concession before or after he himself avails of the concession, the appropriate outward fares will be advanced against his undertaking to produce evidence of travel within 30 days from the date of the advance.

The return fare will also be advanced subject to the condition that evidence of the return journey is produced to the bank not later than 30 days from the date of the advance.

10.12. A workman availing of the leave fare concession will, if he so requests, be advanced any salary falling due during his leave period.

10.13. For the purpose of leave fare concession :—

- (i) The expression "family" will mean the workman's wife, children wholly dependent on him, and dependent widowed mother. In the case of a female employee, the expression "family" will not include the husband.
- (ii) The expression "children wholly dependent" will mean children who are not gainfully employed but will not include married daughters.
- (iii) If a workman and his wife are employed in the same Bank, although each will be entitled to leave fare concession in his/her own right, the "family" including the husband and wife taken together shall not be eligible for leave fare concession more than once in a three year period.
- (iv) The commencement of a three year period for the purposes of leave fare concession will be reckoned from the following dates :—

'A' CLASS BANKS :

- (i) **Banks who were 'A' Class Banks under Desai Award on 31-7-1962.**

Workmen who joined service before 31-7-1962	}	From 31-7-1962
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Workmen who joined service after 31-7-1962	}	From the date of joining the bank
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- (ii) **Banks who were upgraded to 'A' Class Banks under Desai Award, after 31-7-1962 but before the date of this Settlement (the date of upgradation being the date when 'A' Class Bank wages became payable.**

Workmen who joined service before the date of upgradation	}	From the date of upgradation.
Workmen who join/joined service after the date of upgradation.	}	From the date of joining.

'B' CLASS BANKS :

Workmen joining service before the date of operation of this Settlement.	}	From the date of operation of this Settlement.
Workmen joining service after the date of operation of this Settlement.	}	From the date of joining the bank.

'C' CLASS BANKS—Which at a subsequent date are upgraded to 'B' Class (the date of upgradation being the date when 'B' Class bank wages become payable).

Workmen joining service before upgradation.	}	From the date of such upgradation.
Workmen joining after upgradation.	}	From the date of joining the bank.

10.14. If a workman has already availed of leave fare concession for a particular three year period of his entitlement for that period has lapsed, he shall not be entitled to any further concession during that three year period as a result of this Settlement.

CHAPTER XI

PROVIDENT FUND

11.1. In supersession of paragraph 7.24 of the Desai Award, the contribution to be made by workmen to the provident

fund shall be 8-1/3rd per cent of the monthly pay in respect of workmen of 'A' and 'B' Class banks and $\frac{6}{2}$ per cent of monthly pay for workmen of 'C' Class banks.

11.2. The expression "pay", for the purpose of provident fund contribution, shall mean basic pay (100%) and include special allowance and officiating allowance, if any, payable under this Settlement.

CHAPTER XII

GRATUITY & PENSION

12.1. The provisions of the Desai Award on Gratuity shall continue except that in supersession of paragraphs 8.34 and 8.35 thereof, pay for the purposes of calculating the gratuity shall be the average of the basic pay (100%) and special allowance and officiating allowance payable during the 12 months next preceding death, disability, retirement, resignation or termination of services, as the case may be.

12.2. There will be no forfeiture of gratuity for dismissal on account of misconduct except in cases where such misconduct causes financial loss to the bank and in that case to that extent only.

12.3. The provisions of the Desai Award on pensions/retiring allowance schemes shall apply except that in partial modification of paragraph 8.63 thereof, for the purposes of calculating pensions/retiring allowances, basic pay shall be taken into account to the extent of 100%, subject to the letters of the respective banks concerned which had been confirmed by the representatives of their respective workmen, a list of which letters is annexed as Appendix 'D' hereto, and the contents of which letters shall form part of this Settlement:

PROVIDED that this clause shall apply to pensions/retiring allowances in the National & Grindlays Bank Limited and The Eastern Bank Limited only after those banks and the Federations of their employees unions exchange letters recording agreement on this subject.

CHAPTER XIII

LEAVE RULES

13.1. From the date of operation of this settlement the following leave rules shall apply uniformly to all workmen.

(i) GENERAL

13.2. An employee who desires to obtain leave of absence, other than casual leave, shall apply in writing to the manager or any other officer appointed for the purpose. Such application for leave shall be made not less than one month before the date from which the leave is to commence, except in urgent cases or unforeseen circumstances including illness when it is not possible to do so. The Manager or the Officer empowered by him in this behalf shall issue orders on such application as soon as practicable and in cases of an urgent nature immediately. If the leave asked for is granted, an order showing the date of commencement of the leave and the date on which the employee will have to resume duty shall be issued to him.

13.3. If an employee after proceeding on leave desires an extension thereof, he shall make an application in writing to the Manager or other Officer appointed for the purpose. Such application shall state the full postal and telegraphic address of the employee and shall be made in sufficient time to enable the management to consider the application and send a reply to him before the expiry of the leave desired to be extended. A written reply either of the grant or refusal of extension shall be sent to the employee at the address given by him if such reply is likely to reach him before the expiry of the leave originally granted to him.

13.4. If leave is refused or postponed, the reason for the refusal, or postponement, as the case may be, shall be mentioned in the order, and a copy of the order given to the applicant.

13.5. No leave or extension of leave shall be deemed to

have been granted unless an order to that effect is passed and communicated to the employee concerned.

13.6. Leave of all kinds cannot be claimed as of right. When the exigencies of the service so require, discretion to refuse or revoke leave of any description is reserved to the authority granting it, and an employee already on leave may be recalled by that authority when it considers this necessary in the interest of the service. When an employee called back from leave, the bank will pay his travelling expenses to and from the place where he was spending his holiday. The employee will also be entitled to claim travelling expenses of his wife and children provided they have accompanied him while going to such place or have gone to such place within a week of his going there and have accompanied him whilst returning from such place or have returned to the place of work within a week of his return to that place.

13.7. Gazetted holidays (that is Bank Holidays under the Negotiable Instruments Act) other than Sundays shall not be prefixed or suffixed to any leave without the sanction of the competent authority having been first obtained. An Employee who overstays his leave (except under circumstances beyond his control for which he must tender a satisfactory explanation) shall not be paid his pay and allowances (other than house rent allowances based on pay, i.e., basic pay, officiating and special allowances, if any, last drawn) for the period he overstays and shall further render himself liable to such disciplinary action as the management may think fit to impose.

13.8. Leave earned by an employee lapse on the date on which he ceases to be in service. Where an employee's services are terminated owing to retrenchment he shall be paid his pay and allowances for the period of privilege leave at his credit.

13.9. Unless he is permitted to do so by the authority which granted him leave, an employee will not be entitled to return to duty before the expiry of the period of leave granted to him.

13.10. The first day of an employee's leave is the working day succeeding that upon which he makes over charge. The last day of an employee's leave is the working day preceding that upon which he reports his return to duty.

13.11. An employee shall, before proceeding on leave, intimate to the competent authority his address while on leave, and shall keep the said authority informed of any change in the address previously furnished.

13.12. An employee on leave shall, unless otherwise instructed to the contrary, return for duty to the place at which he was last stationed.

13.13. The competent authority may require an employee who has availed himself of leave for reasons of health to produce a medical certificate of fitness before he resumes duty even though such leave was not actually granted on a medical certificate.

13.14. Leave may not be granted to an employee under suspension or against whom proceedings are pending.

13.15. For the purposes of this Chapter the term "Substantive pay" wherever it occurs means the aggregate of (i) basic pay, (ii) dearness allowance, (iii) house rent allowance, (iv) special and other allowances, if any (but excluding special allowance drawn as locum-tenens and officiating allowance, if any), which the workman would have drawn had he been on duty.

13.16. For the purposes of this Chapter, calender year means the period 1st January to 31st December, each year.

(ii) PRIVILEGE LEAVE

13.17. The amount of privilege leave earned, which shall be on substantive pay, shall be one month for completed service of 11 months for banks in classes "A" and "B" and $\frac{1}{2}$ of a month for completed service of 11 $\frac{1}{2}$ months in the case of "C" Class Banks. Privilege leave will be cumulative upto a maximum of 3 months. In calculating the period of 11 months of completed service by employees in 'A' and

'B' Class Banks and for the purpose of calculating the period of 11½ months service by employees in the case of 'C' Class Banks the period of privilege leave enjoyed should not be counted.

13.18. If leave applied for by an employee has been refused, such employee will be entitled to accumulative leave in excess of the maximum of 3 months prescribed until such time when the bank is in a position to grant him leave.

13.19. The privilege leave due to an employee is the period which he has earned diminished by the period of leave actually taken.

13.20. An employee other than a member of the executive Committee of a registered trade union of bank employees, will not be entitled to take privilege leave on more than 3 occasions in a calendar year, but there will be no limitation as to the minimum number of days for which leave may be taken on these occasions. In determining the number of such occasions the following occasions shall not be included:—

- (i) When an employee has proceeded on privilege leave and is recalled to duty by the bank.
- (ii) When an employee has been granted privilege leave on grounds of sickness in terms of Clause 13.21 below.

In special circumstances an application may be made for the grant of such leave on more than three occasions in a calendar year and it will then be in the absolute discretion of the bank concerned whether to grant such leave or not.

13.21. An employee may avail of privilege leave for a period of more than 4 days at a time on grounds of sickness on production of medical certificate.

(iii) CASUAL LEAVE

13.22. An employee shall be entitled to casual leave upto a maximum of 12 days in each calendar year provided that not more than 4 days may be taken continuously and pro-

vided that holidays and Sundays may not be combined with such leave in such a way as to increase the absence at any one time beyond six days but if extended beyond these limits it shall be treated as privilege leave in respect of the entire period. Casual leave may not be granted in combination with any other leave.

13.23 Casual leave shall be non-cumulative except as provided in Clause 13.31 under sick leave. Ordinarily the previous permission of the sanctioning authority shall be obtained before taking such leave. When this is not possible, the said authority shall be informed as soon as practicable in writing or if writing is not possible, orally or through any person, of the employee's absence from work, reason thereof and of the probable duration of such absence. In any event a written application shall be submitted to such authority latest on the day the employee resumes duty. In no case will an employee take casual leave on frivolous grounds.

13.24. Casual leave is only intended to meet special or unforeseen circumstances for which provision cannot be made by exact rules. Holidays except Saturdays and Sundays shall not be prefixed or suffixed to casual leave without the previous permission of the officer granting such leave.

13.25. Holidays and weekly offs falling within the period of casual leave will not be treated as a part of casual leave.

13.26. Casual leave may be taken on grounds of sickness without production of a medical certificate, provided the total period of sickness does not exceed 4 days.

13.27. Any absence from duty without satisfying the requisite conditions under which leave may be taken or obtaining such leave on false grounds would justify any bank, after giving the employee an opportunity to explain, in not treating the employee as on casual leave but as being absent without leave on loss of pay and allowances.

13.28. A workman on casual leave shall be entitled to pay and allowances as if he was on duty.

(iv) SICK LEAVE

13.29. An employee shall be granted sick leave at the rate of one month for each year of service subject to a maximum of 12 months during his entire service, provided that where an employee has put in a service of over 24 years, he shall be eligible to additional sick leave at the rate of one month for each year of service in excess of 24 years, subject to a maximum of three months of such additional sick leave.

13.30. Sick leave shall be on half substantive pay, provided that if an employee has served the bank for at least a period of five years, he shall, if he so requests, be permitted to avail himself to sick leave on full substantive pay upto a maximum of six months during the full period of the service, such leave on full substantive pay being entered as twice the amount of leave taken, in his sick leave account. Additional sick leave provided under Clause 13.29 above shall, however, not be convertible into leave on full substantive pay.

13.31. With effect from the calendar year 1966, casual leave not availed of by an employee in a calendar year shall be convertible into sick leave on full substantive pay and such sick leave in lieu of unavailed casual leave shall be over and above the maximum provided in Clauses 13.29 and 13.30 above, provided that casual leave due to an employee in the first calendar year of his service shall not be convertible into sick leave.

13.32. The bank may in special cases grant sick leave beyond what is provided hereinbefore on one-fourth substantive pay.

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

(v) EXTRAORDINARY LEAVE

13.34. Extraordinary leave may be granted to an employee when no ordinary leave is due to him. Except in exceptional circumstances the duration of extraordinary leave shall not

exceed 3 months on any one occasion and 12 months during the entire period of an employee's service.

13.35. A competent authority may grant extraordinary leave in combination with or in continuation of leave of any other kind admissible to the employee.

13.36. No pay and allowances are admissible during the period of extraordinary leave and the period spent on such leave shall not count for increments;

Provided that in cases where the sanctioning authority is satisfied that the leave was taken on account of illness or for any other cause beyond the employee's control it may direct that the period of extraordinary leave may count for increments;

Provided further that in the case of employees who are office-bearers of registered trade unions increments may be deferred only to the extent that extraordinary leave exceeds 2 months in any incremental year.

(vi) MATERNITY LEAVE

13.37. Maternity leave which shall be on substantive pay shall be granted to a female employee for a period not exceeding 3 months on any one occasion and 12 months during the entire period of her service.

13.38. A competent authority may grant leave on any other kind admissible to the employee in combination with or in continuation of maternity leave if the request for its grant is supported by sufficient medical certificate.

(vii) SPECIAL LEAVE

13.39. Special leave will be allowed to certain employees for attending meetings and conferences of trade unions of bank employees as provided below:—

- | | | |
|---|---|---|
| (a) Office-bearers of The All India Bank Employees' Association/
The All India Bank Employees' Federation. | } | Upto 21 (twenty-one) days in a calendar year. |
|---|---|---|

- | | | |
|---|---|--|
| (b) Central Committee members of The All India Bank Employees' Association/The All India Bank Employees' Federation. | } | Upto 17 (Seventeen) days in a calendar year. |
| (c) Office-bearers of the Executive Committee of the State or Regional Organisation affiliated to The All India Bank Employees' Association/The All India Bank Employees' Federation. | } | Upto 7 (seven) days in a calendar year. |

PROVIDED that an employee falling under more than one of the above categories will be entitled to claim only the highest quantum of leave under any of the categories under which he falls.

13.40. An employee on special leave shall be entitled to pay and allowances as if he was on duty.

(viii) QUARANTINE LEAVE

13.41. In case an employee is absent from duty on account of quarantine, the bank may, at the request of the employee, treat such absence upto a maximum of three months as privilege or sick leave if such leave is otherwise permissible.

(ix) LEAVE PREPARATORY TO RETIREMENT

13.42. An employee shall be paid on retirement the pay and allowances for such period for which the privilege leave was withheld.



CHAPTER XIV

HOURS OF WORK AND OVERTIME

14.1. In supersession of paragraphs 10.20 and 10.46 of the Desai Award the following shall apply.

14.2. Subject to the provisions of Clauses 14.3 and 14.12 below, the actual hours of work of full-time workmen, exclusive of recess period shall be as specified below: —

	Week days (excluding Saturdays Saturdays)	
	(hours per day)	
(a) Workmen other than members of the Subordinate Staff [excluding Category (b) below]	6½	4
(b) Godown-keepers engaged solely for that work other than those required to remain in attendance at the bank during office hours	8	8
(c) Members of the subordinate staff other than Drivers and Watch & Ward Staff	7	4½
(d) Drivers	7½	5

14.3. (a) The provisions regarding hours of work and overtime shall not apply to godown-keepers and godown-watchmen who are similarly excluded by the Labour Appellate Tribunal in paragraphs 194 and 195 of its Decision dated 28th April, 1954. Such workman shall be paid an "Other Allowance" of Rs. 25/- per month, if he is a godown-keeper and Rs. 15/- per month if he is a godown-watchman.

(b) At places where an enactment governing working hours and overtime of godown-keepers and godown-watchmen is in force, or subsequently comes into force, such workmen shall be governed by the provisions of such enact-

ment and the "Other Allowance" mentioned in sub-clause (a) of this clause shall not be payable to them.

(c) The hours of work of a member of the Watch & Ward Staff shall be 8 hours in a period of 24 hours PROVIDED that the hours of work of a 'Watchman-cum-Peon' for the period during which he works as a peon, as also of a peon, for the period during which he is required to work as a 'watchman' or 'Armed Guard', shall be the same as those laid down in Clause 14.2(c) above.

14.4. There shall be a recess for lunch which shall not be less than half an hour and not more than one hour on week days (excluding Saturdays) subject, however, to the requirements of any statutory provisions like the Shops & Commercial Establishments Act. Primarily it will be for the workmen to decide the actual length of recess within the limit fixed as aforesaid and the majority decision of the workmen in any branch or establishment shall be adopted in case of difference of opinion with the management. Where, by arrangement with the bank, recess is availed of by any workman or workmen on Saturdays, such recess shall be duly marked in the Attendance Register.

14.5. The banks will be at liberty to fix at their discretion the actual timing for work, provided the maximum number of hours of work fixed by this Settlement are being observed. Any change made by the bank in the actual timings for work of any workman, for staggering purposes, will not require a notice of change under Section 9A of the Industrial Disputes Act, 1947. Sufficient advance intimation of such change in actual timings for work will, however, be given to the workman concerned.

14.6. The banks can require a workman, without his consent, to work beyond the aforesaid hours of work prescribed for him (called overtime work for the purposes of this Settlement) subject, however, that such overtime work shall not exceed 175 hours in any calendar year. As far as possible, prior intimation for overtime work will be given to the workman concerned before overtime work is to begin.

14.7. To regulate the proper distribution of such overtime work, the management may in their discretion, prescribe from time to time, within aforesaid overall annual limit of 175 hours, a monthly or quarterly limit beyond which a workman shall not be required to do overtime work. No bank shall pay to any workman Overtime Allowance in excess of 175 hours.

14.8. Normally, the total period of work including overtime shall not, on any day, exceed, in the case of workmen other than members of the subordinate staff, $8\frac{1}{2}$ hours, and in the case of the members of the subordinate staff, 9 hours, excluding the period of recess. In the case, however, of an emergency, of which a responsible officer of the bank concerned shall be the sole judge, or when in the case of the subsidiaries of the State Bank of India the exigencies of Government work at the close of the financial year so require, a workman can be required to work in excess of the aforesaid hours. The provisions herein shall be subject to the provisions of any law relating to the ceiling on the hours of work or overtime applicable to the establishment concerned.

14.9. Any days declared as holidays under the Negotiable Instruments Act, 1881 for half-yearly and yearly closing of accounts, shall be deemed to be normal working days for all workmen employed in all banks.

14.10. For the first one-quarter of an hour of overtime work (hereinafter called the cushioning period) on any working day, there shall be no payment for the workmen other than members of the subordinate staff. If, however, the overtime work extends beyond the cushioning period, overtime payment shall be made for the whole period of overtime work including the cushioning period. There will be no such cushioning period for work done on Sundays and holidays. There will be no such cushioning period for members of the subordinate staff.

14.11. The first quarter of an hour of overtime work, if not paid for as provided above, shall not be taken into account

for the purpose of the prescribed annual overtime limit of 175 hours.

14.12. Part-time workmen, bank workmen engaged in domestic service, gardeners and sweepers are excluded from the scope of the provisions regarding working hours and overtime contained in this Chapter.

14.13. (a) Every member of the watch and ward staff shall be given a weekly off, on a day convenient to the bank, in cases where such weekly offs are not already being given to them either under any enactment or under any arrangement made by the bank; PROVIDED that in the State of Uttar Pradesh this concession will not be available to the workmen concerned until such time as they are excluded from the purview of Section 10(1) and other relevant provisions of the U.P. Shops and Commercial Establishments Act, 1962 whereby 60 days privilege leave per year has been provided for members of the watch and ward staff. This proviso will also apply to the workmen concerned in other areas if the statutory provisions applicable to them are similar to the abovenamed provisions of the U.P. Act.

(b) Wherever members of the watch and ward staff are statutorily/customarily not entitled to (or are statutorily/customarily entitled to less than eight) National/Festival-Gazetted Holidays they will be given, on days convenient to the bank, holidays in such a manner that the total number of such holidays, including the statutory/customary entitlement, if any, shall not exceed eight days in a calendar year. As far as possible banks will ensure that such holidays are given on days which are available to the other staff members as the National/Festival/Gazetted Holidays.

(c) A Watchman-cum-peon, will, for the period during which he works as peon, be entitled to any intervening holidays observed by the bank.

14.14. Overtime work shall be paid for at the rates mentioned below:—

% of hourly emoluments.	
Week days (excluding Saturdays and holidays)	Saturdays (excluding holidays)
_____	_____

Workmen other than members of the Subordinate Staff:

First two quarter hours of overtime work	@ 100	@ 100
next four quarter hours of overtime work	@ 170	@ 170
next four quarter hours of overtime work	@ 200	@ 170
rest of the overtime work	@ 200	@ 200

Subordinate Staff:

First four quarter hours of overtime work	@ 150	@ 150
next four quarter hours of overtime work	@ 200	@ 170
rest of the overtime work	@ 200	@ 200

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

14.16. For the purpose of calculating the amount payable for overtime work—

- (a) work done for less than one full quarter of an hour shall be deemed to be work done for quarter of an hour;
- (b) the expression "emoluments" shall mean aggregate of basic pay, special allowance (if any), officiating allowance (if any) and dearness allowance;
- (c) every month shall be deemed to consist of 150 working hours so that the monthly emoluments payable per hour will be deemed to be 1/150th of the monthly emoluments, for all workmen.

A workman who is guilty of any mistake which has resulted in his doing overtime work will not be entitled to receive payment for such overtime work. Before, however, a workman is held not to be so entitled, he must be given an opportunity at a suitable time to explain in his lapse and to show cause why he should not be considered to be disentitled to receive such payment.

14.18. Where the work entrusted to a workman on outstation duty is such that it does not involve night stay and enables him to return to headquarters the same day, but the "spread-over" of his work (i.e. the period between the time when he commences work on that day and the time at which he returns to his place of work from outstation duties) exceeds his normal working hours including the recess interval, appropriate allowance has been provided in the proviso to Clause 9.13 of this Settlement. In such cases the workmen concerned shall not be entitled to overtime allowance.

14.19. The provisions of this Chapter shall be subject to the provisions made by or under any enactment applicable to the establishment concerned.

CHAPTER XV

MEDICAL AID & EXPENSES

15.1. Provisions of paragraph 11.20 of the Desai Award shall be modified to the extent specified below:

- (a) In supersession of sub-clause (1) of paragraph 450 of the Sastry Award, medical facilities as provided in this Chapter shall be available to workmen and members of their family consisting of wife, children wholly dependent upon the workman, and dependent widowed mother.

PROVIDED always that nothing in this Settlement as regards "Medical Aid & Expenses" shall apply to those workmen of the National & Grindlays Bank Ltd., Kanpur, who are enjoying "Medical Aid & Expenses" for themselves without monetary ceiling, it is agreed that the parties hereto will hold discussions in an endeavour to standardise "Medical Aid & Expenses" for such workmen by bringing them in line with the other workmen of the Bank in regard to "Medical Aid & Expenses".

- (b) In supersession of sub-clause (8) of paragraph 450 of the Sastry Award all workmen shall submit any bills etc. against which medical aid is claimed, within six weeks of the expense being incurred or of the workman's return to duty from sickness, whichever is later. Banks shall make payment of the bills, if otherwise in order and within the workman's entitlement, within four weeks of their presentation to the bank.
- (c) In supersession of sub-clause (10) of paragraph 450 of the Sastry Award the total expenses for January to December of each calendar year on account of medical attendance and treatment payable by a bank to a workman shall not exceed the following limits:—

	Area I	Area II	Area III
	Rs.	Rs.	Rs.
'A' Class Banks ..	135	90	75
'B' Class Banks ..	113	75	60
'C' Class Banks ..	80	54	40

Such facilities shall not include supply of dentures, spectacles, hearing and other aids.

15.2. On transfer of a workman from one place to another, the balance of his medical entitlement to date will be transferred to the branch where he is posted. Thereafter on the 1st of January next year, the appropriate medical aid per-

missible at the branch where he is working will be credited to his medical aid account.

15.3. The foregoing provisions shall be in supersession of term (2) of the Memorandum of Settlement dated 15th April 1965, between the parties hereto.



CHAPTER XVI

CONTRACTOR TREASURER SYSTEM, GUARANTEE CASHIER SYSTEM AND SECURITY DEPOSITS/ FIDELITY POLICIES

16.1. In supersession of paragraphs 12.11 and 12.13 of the Desai Award, the following provisions set out herein shall apply.

16.2. Security Deposit (including a Fidelity Policy at the employee's own cost) may be required only from the under-mentioned:—

- (i) Clerks in the Cash Department, including Assistant Head Cashiers and Head Cashiers;
- (ii) Godown-keepers in charge of stocks;
- (iii) Cashier-cum-Godown-keepers;
- (iv) Not more than one Cashier-cum-Clerk per branch or office.

NOTE.—In banks where it is the practice to entrust duties of "Godown-keepers in charge of stocks" to the persons designated only as "clerks" and in banks where it is the practice to entrust only the duties of "Godown-keepers in charge of stocks" to the persons designated as "clerks-cum-godown-keepers" and require them to furnish Security Deposit (including a Fidelity Policy at the employee's own cost) such practices will remain unaffected.

16.3. Any security deposit not warranted in terms of the above shall be refunded within four months from the date of this Settlement and any Fidelity Policy (at the employee's own cost) not warranted in terms of the above shall not be required to be renewed.

16.4. The security deposits (including Fidelity Policy at the employee's own cost), which shall be continuing securities, shall be governed by the following limits:—

GROUP (A): For workmen staff in Banks other than the Subsidiary Banks of the State Bank of India.

(i) WORKMEN OTHER THAN HEAD CASHIERS	} Rs. 1,000/- to Rs. 2,500/- at bank's discretion
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{ subject to the overall limit of Rs. 2,500/- a bank may, in its discretion, agree that a part or whole of the amount may be covered by a Fidelity Policy at the employee's own cost.

(ii) WORKMEN HEAD CASHIERS —Categories (A) & (C)	} Rs. 3,000/- to Rs. 5,000/- at bank's discretion.
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{ subject to the overall limit of Rs. 5,000/- a bank may, in its discretion, agree that a part or whole of the amount may be covered by a Fidelity Policy at the employee's own cost.

(iii) WORKMEN HEAD CASHIERS —Category (E)	} Upto Rs. 10,000/- at the bank's discretion.
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{ subject to the overall limit of Rs. 10,000/- a bank may, in its discretion, agree that not more than half the amount of the security deposit may be covered by a Fidelity Policy at the Employee's own cost.

GROUP (B): For workmen staff in the Subsidiary Banks of the State Bank of India.

(iv) WORKMEN OTHER THAN HEAD CASHIERS	} Rs. 1,000/- in cash and a Fidelity Policy for Rs. 5,000/- at the employee's own cost
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(v) WORKMEN HEAD CASHIERS —Category (B)	Rs. 3,000/- in cash and a Fidelity Policy for Rs. 5,000/- at the employees' own cost.
(vi) WORKMEN HEAD CASHIERS —Category (D) & (E)	Rs. 10,000/- of which not more than Rs. 5,000/- shall, at the Bank's discretion, be in cash and the balance shall be covered by a Fidelity Policy at the employee's own cost.

16.5. In case where a workman has already made a security deposit and/or given a Fidelity Policy at his own cost, aggregating higher than the limits envisaged above, the excess deposit shall be refunded within four months from the date of this Settlement and the Fidelity Policy need only be renewed for the appropriate amount when it next falls due for renewal, so that the aggregate of the security deposit and/or Fidelity Policy does not exceed the limits envisaged above.

16.6. The limits laid down under Group (A) in Clause 16.4 above are not intended to alter the existing system of security deposits (including Fidelity Policy at the employee's own cost, if any) in banks where the amount of such deposits is nil or is lower than those limits.

16.7. Notwithstanding the provisions of Clause 16.6 above, the limits laid down under Group (A) in Clause 16.4 shall be available to banks—

- (i) for the purposes of changes indicated in Clause 16.13 below;
- (ii) for the purposes of replacing the system of Guarantee Head Cashiers (see Clauses 16.8 and 16.9 below) if they so desire to replace by direct security from the employees.

16.8. It is understood that the system whereby an employee Head Cashier is required to guarantee the staff in a par-

particular branch of a bank or in all the branches of a bank in a particular city/town, will be available, subject to Clause 16.9 below, to the following banks:—

- (i) banks where such a system is already in existence;
- (ii) banks who desire to introduce the system consequent upon the changes envisaged in Clause 16.13 below;
- (iii) subsidiary banks of the State Bank of India, if such a system is sought to be introduced (in the Treasury and Sub-Treasury Offices) for the purposes of standardising the organisation and methods in all the Subsidiary Banks, because, such system obtained in some of the Subsidiary Banks.

16.9. Under the system envisaged in Clause 16.8 above, a Head Cashier may be required to guarantee:—

- | | | |
|--|---|--|
| (i) if he is a non-workman | } | all the clerical and subordinate staff of the cash, clearing & Godown Departments. |
| (ii) if he is a Head Cashier
'Category E' | } | only the clerical staff in the Cash Department(s). |

16.10. Irrespective of the system envisaged in Clauses 16.8 and 16.9 above, banks shall be free to take direct security deposit from workmen as envisaged in Clauses 16.2 to 16.7 above. However, the guaranteeing employee Head Cashier under Clauses 16.8 and 16.9 above, shall not personally take any security deposit from the persons guaranteed by him, PROVIDED however, that the guaranteeing employee Head Cashier in the Subsidiary Banks of the State Bank of India (in offices where Treasury Work is carried on) may take a security deposit upto Rs. 2,000/- from each of the Assistant Head Cashiers guaranteed by him and such deposit shall be kept with the bank in the joint names of the Agent or Manager, the guaranteeing employee Head Cashier and the guaranteed Assistant Head Cashier, such deposit being withdrawable jointly by the Agent/Manager and the gua-

guaranteeing employee Head Cashier or the guaranteed Assistant Head Cashier.

16.11. It is understood that, without prejudice to his liabilities under the guarantee given by him, a guaranteeing employee Head Cashier shall be free to nominate any other employee (acceptable to the Bank) ordinarily on seniority basis, to act in his place during his absence.

16.12. Unless a misconduct is involved, the services of a workman under guarantee shall not be terminated merely by reason of the guarantee covering him being withdrawn. In such a case the bank shall be free to transfer such workman to another department.

16.13. It is understood that the system whereby an outside Contractor Treasurer guarantees the Cash Department employees and the godown staff and the system whereby an employee Head Cashier guarantees the Cash Department/Godown Staff in an entire area, should be gradually abolished. The banks concerned will take steps for such abolition as soon as possible and at the end of six months from the date of this settlement, inform the other party of the steps taken and the progress made. The system to be so abolished may be replaced by—

(i) direct security deposits (as governed by Clauses 16.2 and 16.6 above);

and

(ii) the system of guarantee by Head Cashiers as in Clauses 16.8 and 16.9 above.

16.14. Nothing in the foregoing is intended to fetter the bank's right—

(i) to enter into an agreement/s with its Head Cashier/s;

(ii) to revise the existing agreement/s with its Head Cashier/s;

PROVIDED, however, that the terms of such agreement/s as far as workmen Head Cashiers are concerned, are not repugnant to the provisions of and overall service conditions laid down in this Settlement.

CHAPTER XVII

UNIFORMS AND LIVERIES

17.1. In supersession of paragraph 13.16 of the Desai Award, all permanent full-time members of the subordinate staff, as well as permanent part-time workmen in subordinate cadre working for not less than six hours per week, shall be supplied with two sets of cotton uniforms every year and one set of woollen uniform once in three years.

17.2. If the majority of subordinate staff of all offices of a bank in a place request the management sufficiently in advance one additional set of cotton uniform may be supplied each year to the entire subordinate staff in lieu of the set of woollen uniform to be supplied once in three years.

17.3. If prior to the enforcement of the Desai Award, any bank had the practice, at any place, of supplying woollen uniforms once in two years, such practice shall be reintroduced/continued at that place.

17.4. Watchmen, Armed Guards, Electricians, Air-conditioning Plant Helpers and Drivers shall be supplied with a pair of shoes once in two years.

17.5. Notwithstanding what is stated in Clause 17.1 above, where, under the existing practice, part-time workmen working for less than six hours per week are already getting any uniforms, they shall continue to be supplied with such uniforms.



CHAPTER XVIII

AGE OF RETIREMENT

18.1. In supersession of paragraph 15.13 of the Desai Award, after a workman has reached the age of 57 years, he may be retired after giving him two months' notice in

writing in case his efficiency is found by the employer to have been impaired. Subject to this rule and also subject to any rule under an existing pension fund, a workman shall not be compelled to retire before he is 60 years old nor will it be necessary to give a workman a letter extending his services till he is sixty years old.

CHAPTER XIX

DISCIPLINARY ACTION AND PROCEDURE THEREFOR

19.1. In supersession of paragraphs 18.20, 18.24 and 18.28 of the Desai Award, a person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply.

19.2. By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.

19.3. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.

(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 19.6 below.

(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 19.11 and 19.12 *infra* relating to discharges. However, in the event of the management deciding after enquiry not to continue him in service, he shall be liable

only for termination of service with three months' pay and allowances in lieu of notice. And he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full pay and allowances minus such subsistence allowance as he has drawn and to all other privileges for the period of suspension provided that if he be acquitted by being given the benefit of doubt he may be paid such portion of such pay and allowances as the management may deem proper, and the period of his absence shall not be treated as a period spent on duty unless the management so direct.

(d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set below in Clauses 19.11 and 19.12 *infra* relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowances in lieu of notice, as directed above.

19.4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below; provided that if the authority which was to start prosecution proceedings refuses to do so or come to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 19.11 and 19.12 *infra* relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period.

In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 19.3 *supra*. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 19.3 above shall apply.

19.5. By the expression "gross misconduct" shall be meant any of the following acts and omissions on the part of an employee:

(a) engaging in any trade or business outside the scope of his duties except with the written permission of the bank;

(b) unauthorised disclosure of information regarding the affairs of the bank or any of its customers or any other person connected with the business of the bank which is confidential or the disclosure of which is likely to be prejudicial to the interests of the bank;

(c) drunkenness or riotous or disorderly or indecent behaviour on the premises of the bank;

(d) wilful damage or attempt to cause damage to the property of the bank or any of its customers;

(e) wilful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;

(f) habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;

(g) wilful slowing down in performance of work;

(h) gambling or betting on the premises of the bank;

(i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;

(j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;

(k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;

(l) abetment or instigation of any of the acts or omissions above-mentioned.

19.6. An employee found guilty of gross misconduct may :

(a) be dismissed without notice; or

(b) be warned or censured, or have an adverse remark entered against him; or

(c) be fined; or

(d) have his increment stopped; or

(e) have his misconduct condoned and be merely discharged.

19.7. By the expression "minor misconduct" shall be meant any of the following acts and omissions on the part of an employee :

(a) absence without leave or overstaying sanctioned leave without sufficient grounds;

(b) unpunctual or irregular attendance;

(c) neglect of work, negligence in performing duties;

(d) breach of any rule of business of the bank or instruction for the running of any department;

(e) committing nuisance on the premises of the bank;

(f) entering or leaving the premises of the bank except by an entrance provided for the purpose;

(g) attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;

(h) holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in

accordance with the provisions of any rule or law for the time being in force;

(i) canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;

(j) failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behaviour while on duty;

(k) marked disregard of ordinary requirements of decency and cleanliness in person or dress;

(l) incurring debts to an extent considered by the management as excessive.

19.8. An employee found guilty of minor misconduct may :

(a) be warned or censured; or

(b) have an adverse remark entered against him;

or

(c) have his increment stopped for a period not longer than six months.

19.9. A workman found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any one charge.

19.10. In all cases in which action under Clauses 19.4, 19.6 or 19.8 may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered, by the said employee, the finding or findings, with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible and such record of the proceedings shall

be signed by the officer who holds them, after which a copy of such record shall be furnished to the employee concerned if so requested by him in writing.

19.11. When it is decided to take any disciplinary action against an employee such decision shall be communicated to him within three days thereof.

19.12. The procedure in such cases shall be as follows :—

(a) An employee against whom disciplinary action is proposed or likely to be taken shall be given a charge-sheet clearly setting forth the circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation so also to produce any evidence that he may wish to tender in his defence. He shall be permitted to appear before the Officer conducting the enquiry, to cross-examine any witness on whose evidence the charge rests and to examine witness and produce other evidence in his defence. He shall also be permitted to be defended—

(i) (x) by a representative of a registered trade union of bank employees of which he is a member on the date first notified for the commencement of the enquiry.

(y) where the employee is not a member of any trade union of bank employees on the aforesaid date, by a representative of a registered trade union of employees of the bank in which he is employed :

OR

(ii) at the request of the said union by a representative of the state federation or all India Organisation to which such union is affiliated;

OR

(iii) with the Bank's permission, by a lawyer.

He shall also be given a hearing as regards the nature of the proposed punishment in case any charge is established against him.

(b) Pending such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowance, etc.

(c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

(d) If the representative defending the employee is an employee of the same bank at an outstation branch within the same State, he shall be relieved on special leave (on full pay and allowances) to represent the employee and be paid one return fare. The class of fare to which he will be entitled would be the same as while travelling on duty. In case of any adjournment at the instance of the bank, he may be asked to resume duty and if so, will be paid fare for the consequential journey. He shall also be paid 50% of the halting allowance

for the period he stays at the place of the enquiry for defending the employee as also for the days of the journeys which are undertaken at the bank's cost.

(e) An enquiry need not be held if—

- (i) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal; and
- (ii) 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; and
- (iii) the employee makes a voluntary admission of his guilt in his reply to the aforesaid show cause notice.

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

19.13. Where the provisions of this Chapter conflict with the procedures or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedures or rules, exist certain provisions outside the scope of the provisions contained in this Chapter enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 19.10 and 19.11 above shall apply.

19.14. The Chief Executive Officer or the principal officer in India, of a bank, or an alternate officer at the Head Office or principal office appointed by him for the purpose, shall decide which officer(s) shall be empowered to hold enquiry and take disciplinary action in the case of each office or establishment. He shall also decide which officer or a body higher in status than the Officer authorised to take disciplinary action shall be empowered to deal with and dispose of any appeals against orders passed in disciplinary matters.

The names of such officers or the body who are empowered to pass the original orders or hear and dispose of the appeal shall, from time to time, be published on the bank's notice board. Such 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, and appeal shall be disposed of within two months from the date of receipt thereof. In cases where hearings are required to be given and are 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.

19.15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.

19.16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be a good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where such notice, order, charge-sheet, communication or intimation is sent by registered post with acknowledgement due, the same shall, at the discretion of the officer of the bank concerned, be deemed to have been duly served upon the employee, if the same has been refused by the employee.

CHAPTER XX

COMBINED DESIGNATIONS,
PART-TIME EMPLOYEES, TEMPORARY
EMPLOYEES ETC.

(i) COMBINED DESIGNATIONS

20.1. In supersession of paragraph 23.26 (7) of the Desai Award, not more than two designations will be combined in the case of any workman. In the case of existing workmen having more than two designations banks will revise their designations to conform to this provision under intimation to the workman concerned PROVIDED that an employee performing duties, on regular assignment, which entitle him to a special allowance will not be deprived of such allowance merely by reason of such revision.

20.2. Subject to the provisions contained in Clause 20.1 an employee with combined designations will be entitled to the appropriate special allowance if an allowance is provided for in this Settlement for either of his designations.

20.3. In banks where it is the practice to appoint only 'godown-keepers' for attending to godown work, it is understood that in their Area III offices having a complement of not more than three clerks (other than the in-charge of the office), any person who is not a member of the subordinate staff may be required, in leave arrangements to perform godown-keeper's duties.

(ii) PART-TIME EMPLOYEES

20.4. Notwithstanding anything contained in paragraph 498 of the Sastry Award for pass-book writing, all banks will be free to employ part-time clerks as pass-book writers. Apart from such persons already in employment, in future only students and retired persons (but in any case no person already in employment elsewhere) will be engaged by banks for this purpose. Their hours of work will not exceed 12 hours in a week.

20.5. Banks will be free to readjust the working hours of the existing part-time workmen, Provided that—

- (a) the proportion of a workman's existing wages to the wages of a full-time workman in the appropriate cadre at the same stage in the existing scale, and
- (b) his existing total wages are not adversely affected.

20.6. Subject to a bank's recruitment rules if any, part-time employees will be given preference for filling of full-time vacancies, other things being equal.

(iii) TEMPORARY EMPLOYEES

20.7. In supersession of paragraph 21.20 and sub-clause (c) of paragraph 23.15 of the Desai Award. "Temporary Employee" will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman.

20.8. A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period.

(iv) CERTAIN CONDITIONS GOVERNING EXISTING TEMPORARY WORKMEN

20.9. Any temporary workman (other than a godown-keeper or godown-watchman), who was in the employment of a bank on or after 1st June, 1965 and ceased to be in the

service before the date of this Settlement, will, on his applying to the bank for employment within a period of three months from the date of this Settlement, be taken up as a confirmed workman irrespective of his qualifications if he satisfies the following two conditions:—

- (i) that he did not fall within the definition of "temporary employee" as above;

AND

- (ii) that he had, on the date he ceased to be in the bank's service already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 240 working days.

20.10. Any temporary workman (other than a godown-keeper or godown-watchman) who is, on the date of this Settlement, in a bank's service, will be treated as a confirmed workman irrespective of his qualifications if he satisfies the following two conditions:—

- (i) that he does not fall within the definition of "temporary employee" as above;

AND

- (ii) that he had already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 240 working days.

20.11. Any temporary workman (other than godown-keeper or godown-watchman) who is, on the date of this Settlement in a bank's service, will if he is not covered by the preceding clause be taken up on probation if he satisfies the following three conditions:—

- (i) that he does not fall within the definition of "temporary employee" as above;

AND

- (ii) that, if in the clerical cadre, he is at least a matriculate or its equivalent;

AND

- (iii) that he has already worked for a continuous period (ignoring breaks in service not exceeding 15 days at a time) aggregating 120 days.

20.12. Other things being equal, temporary workman (other than godown-keeper) will be given preference for filling permanent vacancies and if selected they may have to undergo probation.

20.13. Temporary godown-keepers and godown-watchmen who are required to look after one or more godowns belonging generally to one party and whose salary and allowances are generally borne by the parties who are owners of the goods in the godowns, shall, if their work has been found satisfactory and if their services can be utilized to look after other godowns in the same place or other places or in the clerical establishment of the bank, on completion of one year's service, be given preference for absorption in the permanent service of the bank, subject to the bank's recruitment rules, if any.

(v) GODOWN INSPECTORS

20.14. In future godown inspection duty shall not be entrusted to any one lower in status than a "Head Cashier—Category E" or "Special Assistant". Consequently, it will be open to withdraw the godown inspection duty from a workman who is at present performing it, if his status is lower than that of a "Head Cashier—Category E" or "Special Assistant". This, however, will not preclude a bank requiring a workman to accompany and assist the person inspecting godown(s).

(vi) CASHIERS & TYPISTS

20.15. Requests from clerks in Cash Department for transfer out of the Cash Department (where such workman, by the terms of their employment, are not liable to such transfers) and the requests of typists for transfer to non-typing clerical work will be considered sympathetically on merits.

(vii) DRIVERS

20.16. Bank work like transmitting cash, clearing or stationery will not be entrusted to private drivers employed by bank officers. If as a result the services of a driver are required for doing such bank work the existing private

driver, if he was already doing the bank work, shall be given preference for appointment as a peon-cum-driver. Such peon-cum-driver shall, whenever called upon to do so, drive any motor vehicle; being used for the bank's work.

(viii) TRANSFERS ON REQUEST

20.17. Any request by an employee for transfer on compassionate grounds will be considered sympathetically subject to exigencies and requirements of the bank, but such request will not be rejected only on the ground that he will have to be paid emoluments of higher rates.

(ix) RETAINERS

20.18. Members of the subordinate staff whose names are registered in the bank's licences for weapons, as 'Retainers' shall be given preference for filling up vacancies of 'Armed Guards'.



CHAPTER XXI

SPECIAL PROVISIONS FOR SOME BANKS

21.1. Notwithstanding anything to the contrary contained in this Settlement, provisions of Clause 4.8, thereof shall not apply to the Karnataka Bank Ltd., The Nedungadi Bank Ltd., The Pangal Nayak Bank Ltd., The Vijaya Bank Ltd., The Vysya Bank Ltd., and their workmen. Insofar as the workmen of these banks are concerned, any workman who entered Service of the bank before 31st January 1950 and is on 1st April 1966, short of what point-to-point adjustment, calculated according to his actual completed years of Service would have given him, shall, after being fitted into the new scales, in accordance with the provisions of Clause 4.7, be paid one additional increment with effect from 1st January, 1967 if he falls short of point-to-point stage as on 1st April, 1966 by two or more increments, PROVIDED that no additional increment shall be payable in terms of this clause where a workman has already received, before the date of this Settlement, any additional increment/increments towards point-to-point adjustment.

21.2. Notwithstanding anything to the contrary contained in Clause 22.2 (a) of this Settlement, the banks specified in Clause 21.1 above shall be liable to pay only 75% (seventy-five per cent) in full and final Settlement of the arrears for the period between 1st January, 1966 and 30th June, 1966, due and payable in terms of Clause 22.2 (a).

21.3. In the case of the Bank of Rajasthan Ltd., which stands upgraded in terms of paragraph 4.126 of the Desai Award, from 'C' Class to 'B' Class Bank, with effect from 1st January, 1966, provisions of this Settlement shall, notwithstanding anything to the contrary contained in Clause 22.2 of this Settlement, take effect six months later than what is provided in Clause 22.2 of this Settlement, that is to say:—

- (a) The provisions of this Settlement in respect of Scales of Pay, Dearness Allowance, Provident Fund & Gratuity and House Rent Allowance, shall take effect from 1st July, 1966;

AND

- (b) The provisions of this Settlement in respect of Special Allowances, Washing Allowances, Cycle Allowance, Fuel Allowance, Project Area Compensatory Allowance, Split Duty Allowance and Water Scarcity Allowance shall take effect from 1st January, 1967.

21.4. In the case of the South Indian Bank Ltd., the provisions of this Settlement relating to 'C' Class banks shall take effect as provided in Chapter XXII of this Settlement. Since, however, this Bank will stand upgraded in terms of paragraph 4.126 of the Desai Award from 'C' Class to 'B' Class Bank, with effect from 1st January, 1967, it is agreed that benefits of upgradation accruing to workmen of this Bank shall, notwithstanding anything to the contrary contained in this Settlement and in paragraph 4.126 of the Desai Award, be deferred by six months, that is to say that the said bank shall be deemed to have been upgraded to 'B' Class bank with effect from 1st July, 1967 instead of 1st January, 1967 and consequently all the provisions of this Settlement relating to 'B' class banks shall apply to the said bank with effect from 1st July, 1967.

21.5. In the case of The Andhra Bank Limited, the provisions of this Settlement relating to 'B' Class Banks shall take effect as provided in Chapter XXII of this Settlement. Since, however, this bank will stand upgraded in terms of paragraph 4.126 of the Desai Award, from 'B' Class to 'A' Class Bank, with effect from 1st January, 1967, it is agreed that the question of relief, if any required, shall be discussed between the parties hereto, before 15th December, 1966, with a view to arriving at a Settlement.

21.6. Notwithstanding anything to the contrary contained in this Settlement, provisions of Clauses 4.1 to 4.4 and of Part II of Clause 5.2 of this Settlement shall not apply to the Bank of India Limited in respect of such of their workmen as are governed by the Bank's own scales of pay with 20 years' span.

Insofar as such workmen of this Bank who are full-time workmen are concerned—

- (a) the Scales of Pay applicable to them shall be as set out in Appendix 'F'—Part I hereto;

AND

- (b) Graduates and/or holders of National Diploma in Commerce and holders of CAIB/CAIIB Diploma, shall be entitled to Special Allowance as set out in Appendix 'F'—Part II hereto.

Insofar as such workmen of this Bank who are part-time workmen are concerned their emoluments shall be governed by Appendix 'F' hereto read with Clauses 4.5 and 20.5 of this Settlement.

CHAPTER XXII

OPERATION OF THE SETTLEMENT

22.1. This Settlement shall extend to all branches/offices in India (including the State of Jammu & Kashmir) of banks who are parties to this Settlement.

22.2. The provisions of this Settlement shall, unless expressly provided otherwise in this Settlement, take effect :—

(a) from 1st January, 1966 in respect of Categorisation of Banks & Areas, Scales of Pay, Method of Adjustment into Scales of Pay, Dearness Allowance, Medical Aid and Expenses, Provident Fund and Gratuity/Pension;

(b) from 1st July, 1966 in respect of Special Allowances, House Rent Allowance, Washing Allowance, Cycle Allowance, Hill Allowance, Fuel Allowance, Project Area Compensatory Allowance, Split Duty Allowance and Water Scarcity Allowance.

Provided that the arrears in respect of Special Allowances shall only be calculated with reference to the allowance payable on reallocation of duties as provided in Chapter V, such reallocation to be completed by Banks within three months from the date of this Settlement;

Provided that in the case of part-time workmen any arrears in respect of the aforesaid matters shall only be calculated with reference to their revised wages fixed in terms of Clause 4.9 read with Clause 20.5, such revision to be completed by Banks within two months from the date of this Settlement.

22.3. On respect of all other matters this Settlement will come into operation one month after the date of this Settlement. As regards all matters in respect whereof this Settlement will come into operation one month after the date of this Settlement all the existing provisions will continue to operate, notwithstanding anything herein contained, until this Settlement comes into operation in respect of all such matters; for instance for the purpose of calculation and payment of Overtime, the existing provisions will continue to apply from 1st January, 1966 till one month after the date of this Settlement notwithstanding the fact that the new scales of pay, dearness allowance, etc. have come into operation in the meantime.

22.4. For the purpose of making the requisite adjustments and making payments on account thereof, banks shall have a maximum period of three months from the date of this Settlement.

22.5. This Settlement shall be deemed to have settled all the demands listed in Appendix 'E' hereto. The Settlements reproduced in Appendix 'C' shall be deemed to have been superseded with effect from 1st January, 1966 insofar as they relate to the payment of Temporary Dearness Allowance, the *ad hoc* increase of Re. 1 to subordinate staff, the changes in medical aid and expenses, and the option to employees for increments in lieu of special allowances for educational qualifications.

22.6. During the currency of this Settlement no further demand involving financial outlay which may affect all the banks covered by this Settlement shall be raised by the workmen except under emergent circumstances. This shall not apply to demands in respect of bonus.

22.7. This Settlement shall be binding on the parties for three years from 1st January, 1966 to 31st December, 1968 and shall continue to be binding even thereafter until either party gives to the other, two months' notice in writing of intention to terminate this Settlement.

For All India Bank Employees Association.	For Indian Banks Association.
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Sd/-	Sd/	Sd/-
(Prabhat Kar), General Secretary,	(A. C. Kakkar), President	(F. K. F. Nariman),

For All India Bank Employees Federation.	For Bombay Exchange Banks Association.
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Sd/-	Sd/	Sd/-
(N. K. Bhatt), Chairman.	(V. N. Sekhri), 19-10-66 General Secretary.	(D. C. Martin) Chairman.

NEW DELHI, 19th October, 1966.	Sd/- (O. Venkatachalam), 19-10-66 Chief Labour Commissioner (Central)
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WITNESSES :

1. Sd/- Inderjit Singh, 19-10-66.	2. Sd/- N. Lakshmanan, 19-10-66.
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APPENDIX 'A'

LIST OF PARTIES REPRESENTED

BANK MANagements AS UNDER

Exchange Banks represented by the Bombay Exchange Banks' Association :—

1. Algemene Bank Nederland N.V.
2. The American Express Co. Inc.
3. The Bank of Tokyo.
4. Banque Nationale de Paris.
5. The Chartered Bank.
6. The Eastern Bank Ltd.
7. First National City Bank.
8. The Hongkong and Shanghai Banking Corpn.
9. Mercantile Bank Limited.
10. National & Grindlays Bank Ltd.

Indian Banks represented by the Indian Banks' Association :—

'A' CLASS BANKS :

1. The Allahabad Bank Ltd.
2. The Bank of Baroda Ltd.
3. The Bank of India Ltd.
4. The Bank of Maharashtra Ltd.
5. The Canara Bank Ltd.
6. The Central Bank of India Ltd.
7. The Dena Bank Ltd.
8. The Indian Bank Ltd.
9. The Punjab National Bank Ltd.
10. State Bank of Bikaner & Jaipur.
11. State Bank of Hyderabad.
12. State Bank of Mysore.
13. The Syndicate Bank Ltd.
14. The Union Bank of India Ltd.
15. The United Bank of India Ltd.
16. The United Commercial Bank Ltd.

'B' CLASS BANKS :

1. The Andhra Bank Ltd.
2. The Bank of Behar Ltd.
3. The Bank of Rajasthan Ltd.
4. The Canara Banking Corporation Ltd.
5. The Hindustan Commercial Bank Ltd.
6. State Bank of Indore.
7. State Bank of Patiala.
8. State Bank of Saurashtra.
9. State Bank of Travancore.

'C' CLASS BANKS :

1. The Hindustan Mercantile Bank Ltd.
2. The Karnataka Bank Ltd.
3. The Krishnaram Baldeo Bank (Private) Ltd.
4. The Miraj State Bank Ltd.
5. The Nedungadi Bank Ltd.
6. The Pangal Nayak Bank Ltd.
7. The Sangli Bank Ltd.
8. The South Indian Bank Ltd.
9. The Vijaya Bank Ltd.
10. The Vysya Bank Ltd.

AND THEIR WORKMEN

represented by :

THE ALL INDIA BANK EMPLOYEES' ASSOCIATION
and
THE ALL INDIA BANK EMPLOYEES' FEDERATION

APPENDIX 'B' (See Chapter V)**SPECIAL ALLOWANCE DUTIES**

The following list does not include the routine duties of the cadre (clerical/subordinate) which a workman normally has to perform, but merely enumerates those special duties which if performed in addition to the routine duties will entitle the workman to a special allowance on the terms and conditions provided in Chapter V.

PART I—FOR NON-SUBORDINATE STAFF**(i) TELEPHONE OPERATORS**

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

(ii) RELIEVING TELEPHONE OPERATORS

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

(iii) AUDIT CLERKS

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

(Note :—Checking of returns and statements from branches by other than Internal Audit Department clerks would not be covered by 'audit checking'.)

(iv) COMPTISTS

Their work involves operating a comptometer on regular assignment.

(v) TELEX OPERATORS

Their work involves operating of Telex Machine on regular assignment.

(vi) TELLERS

Passing and Cash Payment of cheques upto and including Rs. 1,000.

(vii) PUNCH AND CARD OPERATORS

Persons who, on regular assignment, are required to operate punches for preparing punch cards or verifying punched cards for use on the I.B.M. or the I.C.T. (Hollerith—Power Sarnas) machines.

(viii) ACCOUNTING MACHINE OPERATORS

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

(ix) I.B.M., I.C.T. (Hollerith—Power Sansas)**MACHINE OPERATORS**

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

(x) STENOGRAPHERS

Employees required, by the terms of their employment to take dictation in shorthand and type letters, documents, etc.

(xi) HEAD CLERKS

Their duties involve :—

- (i) Passing independently cash, clearing and transfer cheques, vouchers, etc. (whether credits or debits) upto and including Rs. 1,000/- passing will include verification of signatures and scrutiny as to correctness or endorsements on and other particulars of such instruments. It will also include checking and initialling the relative entries in the respective books of accounts (including ledgers) if in any bank such practice is in existence at present.
- (ii) Checking of vouchers, drafts, pay orders, bill schedules, advices, pass books, statement of accounts, books of accounts (excluding ledgers) and interest, exchange, discount, brokerage, calculations and initialling them by way of authenticating them for

accuracy/correctness. Any eventual authorisation of this work wherever necessary under an existing procedure, shall be done by a superior.

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

- (xii) ASSISTANT HEAD CASHIERS (above the level of routine clerks)

Their job is to assist the Head Cashier in looking after and checking the work of clerks in the Cash Department.

- (xiii) CASHIER-IN-CHARGE OF CASH IN PAY OFFICES OR BRANCHES

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

- (xiv) HEAD CASHIERS 'CATEGORY A' (For Banks other than the Subsidiary Banks of the State Bank of India)

Their duties involve :

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

NOTE:—In banks where such practice is in existence the opinion compilation work and verification of vernacular signatures/endorsements may, if the bank so desires, be continued to be done by employees under this category without disturbance, in which case the Head Cashier shall be entitled for an additional Special Allowance of Rs. 5/- p.m.

- (xv) HEAD CASHIER'S 'CATEGORY B' (For the Subsidiary banks of the State Bank of India) :

Their duties involve :

- (i) holding the bank's cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the Cash Department,
AND
 - (ii) opinion compilation,
AND
 - (iii) verification of vernacular signatures/endorsements.
- (xvi) HEAD CASHIERS 'CATEGORY C' (For banks other than the Subsidiary banks of the State Bank of India);

Their duties involve :

- (i) holding the bank's cash, keys and/or other valuables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the Cash Department,
AND
- (ii) countersigning cheques and/or drafts (on selves or correspondents), payment orders, deposit receipts etc.

- NOTES :—(1) In banks where such practice is in existence, the opinion compilation work and verification of vernacular signatures/endorsements will continue to be done by employees under this category without disturbance.
- (2) 'Countersigning' means signing in a manner whereby the primary responsibility for ensuring that all the formalities are complete, rests with the other signatory.
- (3) In banks where the practice of discharging bills/hundies, for payment received only, is in existence it may be continued to be done by this category.

(xvii) HEAD CASHIERS 'CATEGORY D' (for the subsidiary banks of the State Bank of India) :

Their duties involve :

- (i) holding the bank's cash, keys and/or other valu-

ables in safe custody jointly with an officer and being accountable for them and being responsible for the running of the Cash Department.

AND

(ii) opinion compilation work,

AND

(iii) verification of vernacular signatures/endorsements,

AND

(iv) attending to Government Treasury Work.

(xviii) **HEAD CASHIERS 'CATEGORY E'** (For all banks including the Subsidiary banks of the State Bank of India) :

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

- (i) discharging/endorsing bills, cheques, etc.;
- (ii) opinion compilation work and verification of vernacular signatures (to the extent it is not already covered under Categories A, B, C or D);
- (iii) being in charge of Clearing and godown departments etc.;
- (iv) guaranteeing the cash staff under them.

(xix) **SPECIAL ASSISTANTS**

Their duties involve :

- (i) Passing independently Cash, Clearing and Transfer cheques' vouchers, etc. (whether credits or debits) upto and including Rs. 5,000 (or any higher limit fixed by the bank in its own discretion). Passing will include verification of signatures and scrutiny as to the correctness of endorsements on and other particulars of such instruments;
- (ii) Signing vouchers, cheques, drafts, pay orders, advices, bill schedules, statements, certificates, etc.;
- (iii) Checking all vouchers, advices, statements, bills, returns, books of accounts, etc.;
- (iv) Checking current, savings and other ledgers.

PROVIDED that if any additional allowance is paid to any employee/s under any existing system

in a bank for ledger-checking, such payment and ledger checking system shall continue undisturbed, and such continuance shall preclude any claims by a workman for a change in status.

- (v) Discharging, endorsing cheques, bills, etc.
- (vi) Checking the coding and decoding of telegrams (excluding check symbols or cyphers);
- (vii) Inspecting godowns (only in banks where such work is already being done by workmen).

PART II—FOR SUBORDINATE STAFF

(i) CYCLOSTYLE MACHINE OPERATORS :

Operating Cyclostyle Machines whether manually or electrically on regular assignment.

(ii) LIFTMEN :

To operate the lifts on regular assignment.

(iii) RELIEVING LIFTMEN :

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

(iv) CASH PEONS :

Persons required :—

- (i) to take money-orders, to buy stamps etc., which involves carrying of cash not exceeding of Rs. 400 and to carry insured letters etc. to Post Office :
- (ii) to stitch currency note bundles;
- (iii) to stitch and seal parcels or packets containing currency notes;
- (iv) to transit cash from the Bank to an office outside or vice versa, if unaccompanied by a Watchman/ Armed Guard.

(v) **WATCHMEN** (these are members of the Watch and Ward Staff):

Persons other than 'Armed Guards' who are required to perform watch and ward duties, i.e. to watch or look after the premises or a department for the purposes of its safety. Security and guard against infiltration and against removal of Bank's property by any unauthorised person AND/OR to watch and guard as above, the movement of cash from one place to another inside the bank premises, or outside where an Armed Guard is not employed at the Branch/Office.

(vi) **ARMED GUARDS** (These are members of the Watch and Ward Staff):

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

- (i) gun, pistol or any other fire arm; or
- (ii) dagger, sword, khukri or spear; or
- (iii) any other licensed weapon.

[NOTE—Re: 'Retainers' :—Peons (other than watchmen) whose names are registered in the Bank's licence as 'Retainers' will, when they perform "armed guard", duties, be entitled to special allowance for "Armed Guards" *pro rata*]

(vii) **BILL COLLECTIONS:**

Their work involves:—

- (i) Obtaining acceptance of bills of exchange, hundies, etc. drawn on local parties or banks and/or collecting payments thereof;
- (ii) collecting payments for cheques or Postal Orders, etc. from banks or Post Office counters.

They may also be required to collect cash not exceeding Rs. 600 at a time against various instruments.

(viii) DAFTARIES :

Their work involves :—

- (i) Simple binding of books and registers;
- (ii) Press—Copying;
- (iii) Filing independently letters and other papers in respective files as per indications marked thereon;
- (iv) Assisting in issuing stationery;
- (v) Stacking under guidance, old records in orderly manner and assisting in giving them out when required;
- (vi) Undertaking the whole process of sorting, arranging, numbering, tallying the total number of and stitching the vouchers.

(ix) HEAD PEONS :

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

- (i) Cleanliness of the office premises;
- (ii) Cleanliness of uniforms;
- (iii) Leave arrangements;
- (iv) Arrangements for safe keeping of keys;
- (v) Distribution of duties amongst the subordinate staff.

(x) AIR-CONDITIONING PLANT HELPERS :

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

(xi) ELECTRICIANS:

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

(xii) DRIVERS :

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

APPENDIX 'F' (See Clause 21.6)

(i) Scales of Pay; and

(ii) Special Allowances for Graduates/ Holders of National Diploma in Commerce and for holders of CAIB/CAIIB Diploma in the Bank of India Ltd.

(For such of their workmen as are governed by the Bank's own scales of pay with 20 years' span) :

PART I: SCALES OF PAY

The following pay-scales with reference to the base year 1949 shall apply to full-time workmen.

(In Rupees)

(i) Workmen other than those belonging to Subordinate Staff :

Area I :

154-8-170-10-210-15-270-20-310-25-410-30-500

(1-2 4 4 2 4 3) years

Area II :

142-8-158-9-185-10-225-15-270-20-330-25-380-30-440

(1-2 3 4 3 3 2 2) years

Area III :

132-7-146-8-170-10-230-15-260-20-300-25-400

(1-2 3 6 2 2 4) years

(ii) Workmen who are members of the Subordinate Staff:

Area I:	<u>98-2-100-3-121-4-165</u>
	(1-1 7 11) years
Area II:	<u>92-2-100-3-118-4-154</u>
	(1-4 6 9) years
Area III:	<u>86-2-100-3-109-4-145</u>
	(1-7 3 9) years

**PART II: SPECIAL ALLOWANCES FOR
GRADUATES/HOLDERS OF NATIONAL
DIPLOMA IN COMMERCE AND FOR
HOLDERS OF C.A.I.B./C.A.I.I.B. DIPLOMA**

(For workmen who are not members of the Subordinate Staff)

	(In Rupees per month)		
	Graduates/ holders of National Diploma in Commerce	Those who Pass Part I of C.A.I.B./ C.A.I.I.B. examination	Those who Pass Part II of C.A.I.B./ C.A.I.I.B. examination
During 1st to 6th year of service	16	8	16
During 7th year of service and thereafter	20	10	20

Each of the Special Allowance herein is in addition to any other Special Allowance payable in terms of Chapter V (except Part II of Clause 5.2) of this Settlement.

The NOBW signed a Settlement with the IBA and Bombay Exchange Banks' Association vide Memorandum of Settlement dated 9th November 1966. The terms of the Settlement are the same as printed here.