

Memoranda of Settlement

Dated

1st August, 1979
31st October, 1979

between

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

and

their workmen
(represented by AIBEA and NCBE)



INDIAN BANKS' ASSOCIATION

Stadium House, 6th Floor,
81-83, Veer Nariman Road, Bombay-400 020.

REPRINTED IN SEPTEMBER 1998

**Memorandum of Settlement
(dated 31st October, 1979)**

C O N T E N T S

Items	Clause/s	Page/s
Short Recital of the Case		20
Terms of Settlement	I - VIII	20 - 22
Combined Designations	IX - 1	22
Restrictive Practices	2	23
Disciplinary Action & Procedure Therefor	3	23 - 26
Casual Leave	4	26
Leave Fare Concession	5	26
Night Clearing	6	26
Halting Allowance	7	26 - 27
Hill and Fuel Allowances	8	27
Washing Allowance	9	27 - 28
Cycle Allowance	10	28
Compensation on Transfer	11	28 - 29
Project Area - Compensatory Allowance/HRA	12	29 - 30
Split Duty Allowance	13	30 - 31
Part Time Employees	14	31
Encashment of Privilege Leave	15	31
Reimbursement of Road Travel	16	31 - 32
Family - Definition	17	32
Medical Aid	18	32 - 33
Special Area Allowance	19	33
National and Festival Holidays	20	33
Accumulation of Privilege Leave	21	33
Special Allowances	22	33 - 34
Leave Fare Concession	23	34
SBI - Special Allowances	24	34 - 35
Operation of Settlement	X - XII	35

APPENDICES

<i>Schedule I</i>	: <i>List of Parties</i>	37 - 38
<i>Schedule II</i>	: <i>Special Allowance Amount Ranking for Provident Fund for Non-Subordinate Staff for Subordinate Staff Duties of Audit Clerks - Category 'B' Duties of Agricultural Assistants</i>	38 - 39 40 40 40 - 41
<i>Annexure I</i>	: <i>Restrictive Practices</i>	42 - 44

Memorandum of Settlement
(dated 1st August, 1979)

C O N T E N T S

Items	Clause/s	Page/s
Short Recital of the Case		3 - 5
Terms of Settlement	1 - 5	5 - 6
Scales of Pay	6 - I	6
Dearness Allowance	II	6 - 7
City Compensatory Allowance	III	7
House Rent Allowance	IV	8
Special Allowances	V	8 - 9
Medical Aid	VI	9
Provident fund	VII	9
Special Provisions for State Bank of India and Bank of India	7	9
Other Issues	8	9 - 10
Implementation	9	10
Operation of Settlement	10 - 11	10 - 11

APPENDICES

<i>Schedule I</i>	:	<i>List of Parties</i>	<i>12 - 13</i>
<i>Schedule II</i>	:	<i>Special Allowance - Amount Ranking for P.F. for Non-Subordinate Staff</i>	<i>13 - 14</i>
		<i>Subordinate Staff</i>	<i>14</i>
<i>Schedule III</i>	:	<i>Special Compensatory Provisions for the workmen employees in the State Bank of India.</i>	<i>15 - 17</i>
<i>Schedule IV</i>	:	<i>Special Provision for Bank of India</i>	<i>17</i>

1

THIRD BIPARTITE SETTLEMENT
Memorandum of Settlements
1-8-1979 * 31-10-1979
between
Certain Banking Companies
and
their Workmen

Memorandum of Settlement dated the 1st August 1979, between the Managements of 49 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees Association and the National Confederation of Bank Employees.

(Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957)

Name of the Parties 49 'A' Class Banks listed in Schedule to this Memorandum of Settlement and their Workmen

Representing the Employers

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

Duly authorised on behalf of the
Indian Banks' Association

Representing the Workmen

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

**All India Bank Employees
Association**

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

**National Confederation
of Bank Employees**

SHORT RECITAL OF THE CASE

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

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

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

(iv) In case of State Bank of India, apart from the two Awards as statutorily modified and referred to in sub para (iii) above the service conditions of the workmen are also governed by Settlements dated the 31st March 1967, 24th February 1970 and

15th September 1970 entered into between the State Bank of India and the All India State Bank of India Staff Federation representing their workmen.

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

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

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

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

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

(x) The parties have agreed to hold immediate negotiations for the resolution of the other demands of the workmen not

settled under this Memorandum of Settlement and the issues raised by the said Banks.

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

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

TERMS OF SETTLEMENT

1. In respect of the 49 Banks listed in Schedule I to this Memorandum of Settlement except State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, it is agreed that the provisions of the Sastry Award and of the Desai Award as modified by the Memorandum of Settlements dated 19th October 1966, 12th October 1970, 23rd July 1971 and 8th November 1973 referred to above shall govern the service conditions except to the extent that the same are modified by this Settlement.

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

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

4. In respect of State Bank of Saurashtra it is agreed that the provisions of the Sastry Award and of the Desai Award as further modified by the Settlement dated 11th November 1966

referred to above shall govern the service conditions of the workmen except to the extent that the same are modified by this Settlement.

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

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

I. Scales of Pay

(i) Sub - staff

Rs. 245-7-280-10-330-12-390-15-435
-20-455

(ii) Clerical Staff

Rs. 325-20-405-25-455-30-545-35-
580-40-660-45-750-50-800-60-
1040

Notes

- (a) Fitment in the new scales of pay shall be on the stage to stage basis
- (b) There shall be no change in the dates of annual increments because of the fitment

II. Dearness Allowance

(i) Sub - staff

Two per cent of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.

(ii) **Clerical Staff**

One-and-a-half-per cent of "pay" for every rise of 4 points over 200 in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100, subject to a maximum of Rs. 15/- for each such rise of 4 points. In respect of a workman in the service of the said Banks on or after the 1st September 1978, and whose basic pay after fitment in the new scale of pay exceeds Rs. 1000/- p.m. on or before the date of this Settlement a non-adjustable personal allowance, equal to the difference, between the Dearness Allowance calculated as above and the Dearness Allowance payable at the rate of 1.5% of such pay at CPI (1960), 332 without applying the ceiling of Rs. 15/- shall be paid to him as from the date on which his basic pay exceeds Rs. 1000/-p.m. This personal allowance shall rank for such benefits as Dearness Allowance shall rank.

Any other workman whose pay after the date of this Settlement exceeds Rs. 1000/- p.m. shall not be entitled to the personal allowance referred to above.

III. **City Compensatory Allowance**

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

(i) **Sub-staff**

Seven per cent of basic pay, minimum Rs. 20/- p.m., maximum Rs. 30/- p.m.

(ii) **Clerical Staff**

Nine per cent of basic pay, minimum Rs. 30/- p.m., maximum Rs. 90/- p.m.

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

- (i) At special places, i.e., Bombay, Delhi, Calcutta and Madras 7.5% of pay, maximum Rs. 85/-p.m.
- (ii) At semi-special places, i.e., Ahmedabad, Bangalore, Hyderabad and Kanpur, 7% of pay, maximum Rs. 78/- p.m.
- (iii) At places with population of two lakhs and over excluding those at (i) and (ii) above and including State Capitals and Capitals of Union Territories 6% of pay, maximum Rs. 68/- p.m.
- (iv) At places with population of 10,000 and over but below two lakhs 4% of pay, maximum Rs. 48/-

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

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

V. Special Allowances

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

date of effect. Of this amount, only 63.5% shall be counted as "pay" for all other purposes including for purposes of superannuation benefits.

VI. Medical Aid - Clerical and Subordinate Staff

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

Explanation

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

VII. Provident Fund

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

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

8. Other Issues

Parties to the Settlement hereby agree that

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

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

(iii) Any of the demands made on behalf of the workmen or any of the issues raised on behalf of the Management

which are not settled between the parties as on the 17th September, 1979 shall stand referred to a Board of Arbitrators.

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

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

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

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

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

9. Implementation

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

10. This Settlement shall remain in force for a period of four years with effect from 1st September 1978, and the terms and conditions hereof shall continue to govern and bind the parties

even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

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

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

For Indian Banks' Association

1. P. F. Gutta
2. P. C. D. Nambiar
3. R. C. Shah
4. N. N. Pai

For All India Bank Employees' Association

1. D. P. Chadha
2. K. K. Mundul
3. Prabhat Kar
4. Tarakeswar Chakraborty
5. N. Sampath

For National Confederation of Bank Employees

1. O. P. Gupta
2. C. L. Rajaratnam
3. M. Rajagopal
4. P. Balagopal Menon
5. N. C. Choudhury

Witnesses :

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

SCHEDULE I

1. Algemene Bank Nederland N. V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. The Andhra Bank Ltd.
5. Bank of America
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale de Paris
12. The British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank, N. A.
18. Corporation Bank Ltd.
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank Ltd.
22. The Hindustan Commercial Bank Ltd.
23. Indian Bank
24. Indian Overseas Bank
25. Karnataka Bank Ltd.
26. The Lakshmi Commercial Bank Ltd.
27. Mercantile Bank Ltd.
28. The Mitsui Bank Ltd.
29. The New Bank of India Ltd.
30. The Oriental Bank of Commerce Ltd.
31. Punjab National Bank
32. The Punjab and Sind Bank Ltd.
33. The Sangli Bank Ltd.
34. The South Indian Bank Ltd.
35. State Bank of Bikaner and Jaipur
36. State Bank of Hyderabad
37. State Bank of India

38. State Bank of Indore
39. State Bank of Mysore
40. State Bank of Patiala
41. State Bank of Saurashtra
42. State Bank of Travancore
43. Syndicate Bank
44. Union Bank of India
45. United Bank of India
46. United Commercial Bank
47. United Industrial Bank Ltd.
48. Vijaya Bank Ltd.
49. The Vysya Bank Ltd.

SCHEDULE II

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

14.	Head Cashier – Category 'A'		
	Unit of 5 clerks and above	129.00	81.91
	Unit of 4 clerks and below	99.00	62.86
15.	Head Cashier – Category 'B'		
	Units of 5 clerks and above	147.00	93.34
	Unit of 4 clerks and below	117.00	74.29
16.	Head Cashier – Category 'C'	164.00	104.14
17.	Head Cashier – Category 'D'	182.00	115.57
18.	Head Cashier – Category 'E'	254.00	161.29
19.	Special Assistant	272.00	172.72

For Educational Qualifications

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

<i>(In rupees per month)</i>	Amount ranking for PF
36 after they have completed 1 year	After 22.86
72 after they have completed 2 years	reaching 45.72
108 after they have completed 3 years	20th stage 68.58
144 after they have completed 4 years	of the 91.44
180 after they have completed 5 years	scale 114.30

Category of Workmen	Rs.
1. Cyclostyle Machine Operator	16.00
2. Liftman	20.00
3. Relieving liftman	12.00
4. Cash Peon	20.00
5. Watchman/Watchman-cum-Peon	20.00
6. Armed Guard	34.00
7. Bill Collector	34.00
8. Daftary	40.00
9. Head Peons	46.00
10. Air Conditioning Plant Helper	92.00
11. Electrician	92.00
12. Driver	104.00

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

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

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

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

Such of those employees in the clerical and cash department staff who draw personal pay at the maximum of the scale immediately prior to 1st September 1978, will be paid in lieu of personal pay of Rs. 35/-, a personal allowance of Rs. 105/- p.m. which will not rank for D.A. Of this personal allowance, 69.5% will be counted as "pay" for the purpose of Provident Fund and Gratuity, if any. Such of those employees in the subordinate staff who were in the service of the Bank as on 31st December 1969 and who drew personal pay at the maximum of the scale immediately prior to 1st September 1978 will be paid in lieu of personal pay of Rs. 15/- p.m., a personal pay of Rs. 30/- p.m. and in lieu of personal pay of Rs. 8/- p.m., a personal pay of Rs. 16/- p.m. which personal pay will rank for D.A. and other purposes on the lines of special allowance for the subordinate staff.

2. Special allowances in the case of clerical and cash department staff and the officiating allowance payable to employees officiating as "Relief Sub-accountant" or "Acting

Head Cashier" will be consolidated on the same lines as will be applicable in other banks subject to adjustment for the difference in the application of the working class index as against the middle class index which is now applicable.

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

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

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

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

Note: The protection of dearness allowance up to 332 points in the working class at the maximum of the scale referred to herein will be added to the amount of Adjusting Allowance referred to in paragraph 4 above and paid accordingly.

Adjusting Allowance payable to the clerical and cash department staff in the State Bank of India

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

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

SCHEDULE IV

Special Provisions for Bank of India

The employees in Bank of India who were in the service of the Bank on 1-1-1970 and were drawing a 'personal allowance' will continue to draw the 'personal allowance' payable to them in terms of the Settlement dated 12-10-1970.

Memorandum of Settlement dated the 31st October 1979, between the Managements of 49 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees Association and the National Confederation of Bank Employees.

(Under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947 read with Rule 58 of the Industrial Disputes (Central) Rules 1957)

Name of the Parties 49 'A' Class Banks listed in Schedule I
to this Memorandum of Settlement
And
their Workmen

Representing the Employers

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

Duly authorised on behalf of the
Indian Banks' Association

Representing the Workmen

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

**All India Bank Employees
Association**

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

**National Confederation
of Bank Employees**

SHORT RECITAL OF THE CASE**Whereas**

(a) the parties to this Settlement were parties to and signed the Memorandum of Settlement dated 1st August 1979 ;

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

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

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

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

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

TERMS OF SETTLEMENT

I. Notwithstanding anything contained in the Memorandum of Settlement dated 1st August 1979, with effect from 1-9-1980, the rate of dearness allowance applicable to workmen staff other than subordinate staff will be 1.58% of "pay" for every rise of 4 points over 200 in the quarterly average of the All India

Average Working Class Consumer Price Index (General) Base 1968=100 subject to a maximum of Rs. 15.80 for each such rise of 4 points.

II. Schedule II to the Memorandum of Settlement dated 1st August 1979 shall be substituted by Schedule II to this Settlement effective from 1-9-1978. The amount of special allowance ranking for Superannuation benefits will also be in terms of Schedule II.

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

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

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

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

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

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

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

1. Combined Designations

In partial modification of Clauses 20.1 of the Settlement dated 19-10-1966 and VIII of the Settlement dated 8-11-1973 between IBA and AIBEA, Clause 14.1 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 18.1 of the Settlement dated 14-12-1966 and Clause 6(a) of the Settlement dated 29-7-1972 between IOB and AIOBEU and Clause 20.1 of the Settlement between BOB and AIBOBEF dated 23-12-1966.

- (i) There should be no restriction on combination of designations at rural branches. A rural branch will be an office situated at a centre with a population of less than 10,000. Having regard to the special characteristics of these branches, the management shall be free to work out the staffing pattern based on the needs of the organisation.
- (ii) At semi-urban branches, not more than three designations can be combined.
- (iii) The present position will continue in metropolitan and urban branches.

It is hereby clarified that

- (a) Where a person has been appointed as a 'clerk-typist' it will be a combined designation.
- (b) Entrustment of duties attracting special allowance will not amount to granting an additional designation.

2. Restrictive Practices

The parties agree to adopting a joint declaration as per Annexure 1.

3. Disciplinary Action and Procedure Therefor

- (i) In partial modification of Clause 19.6 of the Settlement dated 19-10-1966 between IBA and AIBEA, para 521(5) of the Sastry Award and para 18.28 of the Desai Award, Clause 17.6 of the Settlement between IOB and AIOBEU dated 14-12-1966 and Clause 19.6 of the Settlement between BOB and AIBOBEF dated 23-12-1966, the following punishments be added to the list of punishments. An employee found guilty of gross misconduct may —
 - (a) have his special allowance withdrawn ;
 - or
 - (b) have his pay reduced to the next lower stage up to a maximum period of 2 years, in case he had reached the maximum in the scale of pay.
- (ii) Clause 19.14 of the Settlement between IBA and AIBEA dated 19-10-1966, para 521(12) of the Sastry Award and para 18.28 of the Desai Award; Clause 17.14 of the Settlement between IOB and AIOBEU dated 14-12-1966, Clause 19.14 of the Settlement between BOB and AIBOBEF dated 23-12-1966, have been modified as under :

The Chief Executive Officer or the Principal Officer in India of a bank or an Alternate Officer at the Head Office or Principal Office nominated by him for the

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

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

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

- (iii) Clause 19.12(e) of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 17.12 (e) of the Settlement between IOB and AIOBEU dated 14-12-1966 and Clause 19.12 (e) of the Settlement between BOB and AIBOBEF dated 23-12-1966

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

* An enquiry need not be held if :

- (a) the bank has issued a show cause notice to the employee advising him of the misconduct and the punishment for which he may be liable for such misconduct;
- (b) the employee makes a voluntary admission of his guilt in reply to the aforesaid show cause notice ;
and
- (c) the misconduct is such that even if proved the bank does not intend to award the punishment of discharge or dismissal.

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

- (a) An enquiry need not also be held if the employee is charged with minor misconduct and the punishment proposed to be given is warning or censure. However,
 - (i) the employee shall be served a show cause notice advising him of the misconduct and the evidence on which the charge is based; and
 - (ii) the employee shall be given an opportunity to submit his written statement of defence, and for this purpose has a right to have access to the documents and material on which the charge is based ;
 - (iii) if the employee requests a hearing such a hearing shall be given and in such a hearing he may be permitted to be represented by a representative authorised to defend him in an enquiry had such an enquiry been held.

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

4 Casual Leave

In partial modification of Clause 13.22 of the Settlement between IBA and AIBEA dated 19-10-1966 and Clause 7.22 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 12.19 of the Settlement between IOB and AIOBEU dated 14-12-1966 and Clause 13.22 of the Settlement between BOB and AIBOBEF dated 23-12-1966, it is hereby clarified that casual leave shall be earned by an employee during the first calendar year of his service on a *pro-rata* basis at the rate of one day of each completed month or part thereof.

5. Leave Fare Concession — Tickets

In partial modification of Clause 10.10 of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 6.38 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified and Clause 9.11 of the Settlement between IOB and AIOBEU dated 14-12-1966 and Clause 10.10 of the Settlement between BOB and AIBOBEF dated 23-12-1966, it is hereby clarified that an employee claiming reimbursement under leave fare concession shall produce money receipts as evidence and if the money receipt is not available, any other satisfactory evidence of travel along with a suitable explanation for the non-production of money receipts.

6. Night Clearing

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

7. Halting Allowance

In partial modification of Clause III(g) of the Settlement between IBA and AIBEA dated 8-11-1975, Clause 5.13 of the

Settlement between SBI and AISBISF dated 31-3-1967 as modified and Clause 3(f) of the Settlement between IOB and AIOBEU dated 29-7-1972, halting allowance will be payable at the following rates with effect from 1st October, 1979 .

	Non sub-staff	Sub-staff
	Rs.	Rs.
— CCA Centres	25	20
— Non-CCA Centres	20	15

8. Hill and Fuel Allowances

In supersession of Clauses III(c) and (d) of the Settlement between IBA and AIBEA dated 8-11-1973, Clauses 5.4 and 5.5 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clauses 3(c) and 3(d) of the Settlement between IOB and AIOBEU dated 29-7-1972, hill and fuel allowances will be combined and paid throughout the year as under :

- | | | |
|---|---|--|
| (i) Places situated at a height of
and over 1,500 meters | : | 10% of pay
min. Rs. 35/-
max Rs. 100/- |
| (ii) Places situated at a height of
over 1,000 meters, but
less than 1,500 meters | : | 8% of pay
min. Rs. 30/-
max. Rs. 75/- |

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

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

9. Washing Allowance

- (i) In supersession of Clause III(a) of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 5.2 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 3(a) of the Settlement between IOB and

AIOBEU dated 29-7-1972, washing allowance will be paid to members of the subordinate staff entitled to uniforms at the rate of Rs. 10/- per month at all centres.

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

10. Cycle Allowance

In supersession of Clause III(b) of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 5.3 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 3(b) of the Settlement between IOB and AIOBEU dated 29-7-1972 cycle allowance will be paid to members of the subordinate staff who are required by a bank to use a cycle on regular assignment for outdoor duties at the following rates -

In Bombay, Delhi	:	Rs. 20 per month
Calcutta and Madras	:	Rs. 20 per month
In all other places	:	Rs. 15 per month

11. Compensation on Transfer

- (i) In supersession of Clause IX(b) of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 5.17 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 6(h) of the Settlement between IOB and AIOBEU dated 29-7-1972, compensation on transfer will be as under :

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

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

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

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

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

	Non Sub-staff	Sub-staff
For married persons :	1000 kgs.	750 kgs.
For unmarried persons :	750 kgs.	500 kgs.

12. Project Area

(i) Compensatory Allowance

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

(a) Project Area - Group 'A'

	Rupees
Non-subordinate staff :	25 per month
Subordinate staff :	20 per month

(b) Project Area - Group 'B'

	Rupees
Non-subordinate staff :	20 per month
Subordinate staff :	15 per month

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

(ii) House Rent Allowance

In partial modification of Clause 8.2(B) of the Settlement between IBA and AIBEA dated 19-10-1966, Clause 4.2 (B) of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 7.2(B) of the Settlement between IOB and AIOBEU dated 14-12-1966, house rent allowance in project areas, if quarters are not provided by the Bank will be as under with effect from 1-9-1978 :

- (i) *Group 'A'* – at 7.5% of pay subject to a minimum of Rs. 35/- in the case of non-subordinate staff and Rs. 30/- in the case of subordinate staff and a maximum of Rs. 85/-.

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

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

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

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

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

13. Split Duty Allowance

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

	Rupees
At CCA Centres	: 20/- per month
At non-CCA Centres	: 15/- per month

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

14. Part-time Employees

- (i) Parties agree that permanent part-time employees who are required by the bank to work for more than 6 hours a week will be eligible for Provident Fund and Gratuity. Provident Fund provisions will come into effect from 1-9-1978.
- (ii) Parties further agree that in partial supersession of Clause 9(b) of the Settlement between IBA and AIBEA dated 12-10-1970, Clause 14.3 of the Settlement between SBI and AISBISF dated 31-3-1967 and Clause 6(b) of the Settlement between IOB and AIOBEU dated 17-12-1970 and Clause 6(b) of the Settlement between BOB and AIBOBEF dated 19-12-1970, the minimum payable to part-time employees required to work over 3 hours a week but below 6 hours a week shall be Rs. 60 per month with effect from 1-9-1978.
- (iii) Parties further agree that subject to the bank's recruitment rules, if any, part-time employees in the subordinate cadre will be given a preference for filling full-time vacancies in the same cadre, other things being equal.

15. Encashment of Privilege Leave

- (i) Parties agree that workmen would be entitled to encash the accumulated leave to his credit at the time of retirement.
- (ii) Parties further agree that if a workman dies in service, his heirs will be paid salary for the leave accrued to him at the time of the death.

16. Reimbursement of Road Travel

In supersession of para 6.74 of the Desai Award where an employee has to travel on duty between two places non-connected, or partly connected by rail or steamer, he will be reimbursed actual road mileage costs or at 20 paise per km. whichever, is lower.

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

17. Family - Definition

- (a) In supersession of Clause 6.10 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified for the purposes of LFC, the expression 'wholly dependent parents' shall mean either parent having no independent income or a monthly income not exceeding Rs. 150/-.
- (b) In partial modification of Clause IV (vi) of the Settlement between IBA and AIBEA dated 8-11-1973, Clause 6.6 of the Settlement between SBI and AISBISF dated 31-3-1967 as modified, Clause 4(b) of the Settlement between IOB and AIOBEU dated 29-7-1972 and Clause 10.13 of the Settlement between BOB and AIBOBEF dated 23-12-1966, for the purpose of travel on LFC/on transfer, 'family' will include brothers and sisters wholly dependent on the employee.

18. Medical Aid

- (i) In partial supersession of Clause VIIA(b) of the Settlement between IBA and AIBEA dated 8-11-1973 and Term II of the Settlement between IOB and AIOBEU dated 23-3-1973, the scheme of hospitalisation for banks other than the SBI will cover the following diseases :
 - (a) Cancer
 - (b) Tuberculosis
 - (c) Paralysis
 - (d) Cardiac ailment
 - (e) Tumour
 - (f) Smallpox
 - (g) Pleuresy
 - (h) Diphtheria
 - (i) Leprosy
 - (j) Major accidents requiring hospitalisation
 - (k) All other ailments requiring surgical operation, hospitalisation, like cataract, surgical jaundice, cirrhosis of the liver.

- (ii) All other terms and conditions of this facility will remain unchanged.
- (iii) It is also agreed that employees on suspension will be entitled to the facility of medical aid and hospitalisation.
- (iv) In case of injuries sustained by a workman in the course of his duty he shall be fully reimbursed the medical cost and treatment and/or hospitalisation over and above his normal entitlement. He shall also be treated on special leave for the period of his absence required for treatment.

19. Special Area Allowances

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

20. National and Festival Holidays

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

21. Accumulation of Privilege Leave

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

22. Special Allowances

- (i) An employee performing duties attracting special allowances on a regular basis will be entitled to receive the special allowance at the highest rate applicable to him.

- (ii) In the case of Indian Overseas Bank, existing Head Cashier, Category 'B' will be entitled to the special allowance of Head Cashier, Category 'C' and existing Head Cashier, Category 'C' will be entitled to the Special allowance of Head Cashier, Category 'E'.

23. Leave Fare Concession

- (i) In partial modification of existing LFC rules, an employee will be permitted to avail of Leave Fare Concession once in every two years to his place of domicile or to any place within India up to a maximum distance of 1000 kms.
- (ii) An employee will be given an option to avail of the LFC once in every 4 years up to a distance of 2000 kms.
- (iii) Option once exercised shall be irrevocable and final.
- (iv) An employee will be permitted to encash privilege leave to his credit up to a maximum limit of one month, while proceeding on Leave Fare Concession only, once in every 4 years.
- (v) An employee may undertake the whole or part of the journey by air either to his place of domicile or to a place for rest and recuperation and he will be eligible to claim his actual expenditure, provided it is less than or equivalent to actual travelling fares by his entitlement in case of journey to his place of domicile by a direct or regular route or to the extent of the maximum distances indicated in paragraph (i) above in case of journey to any place for rest and recuperation by any route.

24. SBI - Special Allowances

- (i) In regard to SBI in modification of para 1 of Schedule III to Settlement dated 1-8-1979, the personal allowance referred to therein to be paid in lieu of personal pay shall be Rs. 115/- p.m. of which a sum of Rs. 70/- will rank for provident fund, and

- (ii) Special allowance referred to in para 2 of the said Schedule III shall be revised on the same lines as has been laid down in this Settlement for other banks.

X. Date of Effect

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

XI. This Settlement shall remain in force for a period of 4 years with effect from 1st September, 1978 and the terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

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

XIII. Copies of this Memorandum of Settlement will be jointly forwarded by the Parties to the authorities listed in Rule 5B of the Industrial Disputes Act (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

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

For Indian Banks' Association

K. Venkatachari
N. Vaghul
R. K. Ghotgalkar
M. Ram Mohan Rao
C. Vijay

For All India Bank Employees Association

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

For National Confederation of Bank Employees

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

Witnesses :

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

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

SCHEDULE I

1. Algemene Bank Nederland N. V.
2. Allahabad Bank
3. American Express International Banking Corporation
4. The Andhra Bank Ltd.
5. Bank of America
6. Bank of Baroda
7. Bank of India
8. Bank of Maharashtra
9. The Bank of Rajasthan Ltd.
10. The Bank of Tokyo Ltd.
11. Banque Nationale de Paris
12. The British Bank of the Middle East
13. Canara Bank
14. The Catholic Syrian Bank Ltd.
15. Central Bank of India
16. The Chartered Bank
17. Citibank N. A.
18. Corporation Bank Ltd.
19. Dena Bank
20. The Federal Bank Ltd.
21. Grindlays Bank Ltd.
22. The Hindustan Commercial Bank Ltd
23. Indian Bank
24. Indian Overseas Bank
25. Kamataka Bank Ltd.
26. The Lakshmi Commercial Bank Ltd.
27. Mercantile Bank Ltd.
28. The Mitsui Bank Ltd.
29. The New Bank of India Ltd.
30. The Oriental Bank of Commerce Ltd
31. Punjab National Bank
32. The Punjab and Sind Bank Ltd.
33. The Sangli Bank Ltd.
34. The South Indian Bank Ltd.
35. State Bank of Bikaner and Jaipur
36. State Bank of Hyderabad
37. State Bank of India

14.	Head Cashier Category 'A'		
	- Units of 5 clerks and above	134	82
	- Units of 4 clerks and below	102	63
15.	Head Cashier Category 'B'		
	- Units of 5 clerks and above	152	93
	- Units of 4 clerks and below	121	74
16.	Head Cashier Category 'C'	171	104
17.	Head Cashier Category 'D'	189	116
18.	Head Cashier Category 'E'	264	161
19.	Special Assistant	283	173
20.	Agricultural Assistants**	75	43

For Educational Qualifications

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

<i>(In rupees per month)</i>	Amount ranking for PF
37 after they have completed 1 year	After 23
75 after they have completed 2 years	reaching 46
112 after they have completed 3 years	20th stage 69
148 after they have completed 4 years	of the 91
186 after they have completed 5 years	scale 114

Subject to the following limits

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

Category of Workmen	Rs.
(i) Cyclostyle Machine Operator	16.00
(ii) Liftman	20.00
(iii) Relieving Liftman	12.00
(iv) Cash Peon	20.00
(v) Watchman/Watchman-cum-Peon	20.00
(vi) Armed Guard	34.00
(vii) Bill Collector	34.00
(viii) Daftary	40.00
(ix) Head Peon	46.00
(x) Air-Conditioning Plant Helper	92.00
(xi) Electrician	92.00
(xii) Driver	104.00
(xiii) Head Messenger in IOB	78.00

* *Duties of Audit Clerks Category 'B'*

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

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

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

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

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

4. To take necessary steps that the periodical details, as called for, are received from the farmers/small borrowers in time.
5. To keep constant touch with farmers and to bring any adverse feature to the management's notice.
6. To verify farms/farm machinery/equipments at stipulated intervals in case of loans relating to agricultural finance not exceeding Rs. 2500/-
7. To verify proper utilisation of the Bank's loans or the progress in work in respect of which loans are granted and to furnish reports on such verifications.
8. To make efforts and effect recoveries up to amounts not exceeding Rs. 2,500/- from farmers/small borrowers from their place of work/residence, subject to the necessary arrangements being made with regard to fidelity and transit insurance and Personal Risk Insurance by the bank.

Note : Banks will evolve appropriate procedure about issuance of provisional receipts, etc., of the cash not exceeding Rs. 2,500/- collected on a day by an agricultural assistant from the agricultural/small borrowers/depositors.

9. To assist in the deposit mobilisation efforts by encouraging farmers/small borrowers to deposit their savings in the bank.
10. To collect information about the conditions of crops in the villages.
11. To collect necessary data for determination of village adoption for financing of agriculture, like farmers' land holdings, availability of infrastructure facilities, source of irrigation, use of tractors, pumpsets, etc., credit facilities, available in village, recovery performance and like.
12. To maintain liaison with Land Record and Registration Offices and other Governmental/Developmental agencies for expeditious handling of the Bank's work.

Note : With a view to making optimum use of the technical skill of the Agricultural/Development Assistant, normally he may not be entrusted with the usual clerical work, but, where necessary, he may be asked to do the clerical work.

RESTRICTIVE PRACTICES

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

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

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

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

(3) The allotment of ledger/s to ledger keepers would depend on the number of transactions and the volume of work and not on the number of ledgers. Accordingly, it may be justifiable and necessary to allot more than one ledger whether in Current Account, Cash Credit, Demand Loan etc.

(4) Employees with double designations such as clerk-typist, cashier-cum-clerk, etc., may be asked to perform both the duties on the same day. It would, however, be ensured that they are not subjected to frequent changes of work on the same day. Where an employee who is handling cash is asked to work outside cash section he should be given time to tally and hand over his cash.

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

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

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

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

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

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

clerks posted in branches/departments and offices other than administrative offices.

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

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

The NOBW and INBEC (INTUC) signed Settlements with the IBA separately on 1st August 1979. The terms of the Settlements are the same as printed here.

The NOBW and INBEC (INTUC) signed Settlements with the IBA on 19th November 1979 and 20th November 1979, respectively. The terms of the Settlements are the same as printed here.