

Memoranda of Settlement

Dated

29th June, 1990

16th July, 1991

29th October, 1993

between

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

and

their workmen
(represented by AIBEA, NCBE and INBEF)



INDIAN BANKS' ASSOCIATION

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

Memorandum of Settlement
(dated 29th June, 1990)

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Memorandum of Settlement dated 29th June, 1990 between the
Managements of 54 'A' Class Banks as represented by the Indian
Banks' Association and their workmen as represented by the All
India Bank Employees Association.

(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: : 54 Banks which are on date 'A' Class
Banks and listed in Schedule to this
Memorandum of Settlement
and
their workmen.

Representing the
Employers
(Member Banks)

- 1) Shri R Srinivasan
- 2) Shri K Manmohan Shenoi
- 3) Shri N D Prabhu
- 4) Shri M Gopalakrishnan
- 5) Shri M K Venkateswaran
- 6) Shri C R Vaitheeswaran
- 7) Shri J N Tandon
- 8) Shri S A Farooqi
- 9) Shri A V Rajagopalan
- 10) Dr. Surinder Mohan
- 11) Shri R R Kothare
- 12) Shri Ramesh Mishra
- 13) Shri J S Bhatnagar
- 14) Shri G Chandran
- 15) Shri C Krishnamurthi
- 16) Shri A K Bakhshy
- 17) Shri S D Kulkarni

Duly authorised on behalf of the
Indian Banks' Association



: 2 :

Representing the
Workmen

1. Shri D P Chadha
2. Shri P S Sundaresan
3. Shri P L Syal
4. Shri P N Tewari
5. Shri L N Bhayal
6. Shri Tarakeswar Chakraborti
7. Shri N Sampath
8. Shri Sushil Ghosh
9. Shri Rajinder Sayal
10. Shri R D Trivedi
11. Shri Sudesh Kumar
12. Shri S D Dhopeswarkar
13. Shri R V Panchayati
14. Shri K Shreenivasan
15. Shri T B Rai

All India Bank Employees Association



SHORT RECITAL OF THE CASE

WHEREAS

- (a) A Settlement hereinafter referred to as Fifth Bipartite Settlement was signed on 10th April, 1989 between the Indian Banks' Association (IBA) on behalf of its member banks named in the Schedule thereto, on one hand and All India Bank Employees Association (AIBEA) and National Confederation of Bank Employees (NCBE) representing workmen employees of the banks on the other.
- (b) The Fifth Bipartite Settlement which was effective from 1st November, 1987 was for a period of 5 years.
- (c) Soon after the signing of the Fifth Bipartite Settlement the All India Bank Employees Association (AIBEA) sought further improvements in the settled terms on the grounds of relativity affected by certain subsequent developments.
- (d) The IBA was not agreeable for any modifications in the terms of the Fifth Bipartite Settlement before the expiry of 5 year period.
- (e) In the negotiations that ensued, it was finally agreed to make some improvements under certain heads of the Fifth Bipartite Settlement and to resolve some other issues.
- (f) Conclusions thus reached were initialed on 6th June, 1990 and it was agreed by the parties to sign a formal settlement in this regard subsequently.

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(g) Now it is hereby agreed and declared by and between the parties hereto that the provisions of the Fifth Bipartite Settlement and earlier Settlements and Awards relating to the subject matter of this Settlement shall stand modified to the extent and in the manner set out hereinbelow.

1) **Scales of Pay**

In partial modification of Clause 4 (A) of the Fifth Bipartite Settlement dated 10th April, 1989, with effect from 1st January, 1990, the scales of pay shall be as under:

(i) **Subordinate Staff**

815 - 20 - 835 - 25 - 860 - 30 - 980 - 35 - 1120 - 40
1 1 4 4 4

1280 - 45 - 1370 - 50 - 1520
2 3 (20 Years)

(ii) **Clerical Staff**

900 - 50 - 1000 - 75 - 1300 - 100 - 1700 - 110 -
2 4 4 3

2030 - 120 - 2510 - 230 - 2740 - 120 - 2860
4 1 1 (20 years)

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

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

(2) **Dearness Allowance**

In partial modification of Clause 5(ii) of the Fifth Bipartite Settlement dated 10th April, 1989, the dearness allowance, with effect from 1st November, 1987 shall be payable to Clerical Staff at the following rates :

(a) 0.67% of 'pay' up to Rs.2500/- plus

(b) 0.55% of 'pay' above Rs.2500/-

Note: All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

(3) House Rent Allowance

In partial modification of Clause 7 of the Fifth Bipartite Settlement dated 10th April, 1989, with effect from 1st January, 1990 the minimum and the maximum house rent allowance payable shall be as under:

Area	Rate as Percentage of Pay	Minimum Rs. per month	Maximum Rs. per month
(i) Special Places and Semi Special Places	12	120/-	350/-
(ii) Places with population of 2 lakhs and over (other than Special and Semi-Special Places) and State Capitals and Capitals of Union Territories.	10	105/-	300/-
(iii) Places with population of 10,000 and over but below 2 lakhs	8	90/-	250/-
(iv) Places with population of less than 10,000	6 1/2	80/-	200/-

Note: All other existing provisions relating to House Rent Allowance shall remain unchanged.

(4) Graduation Increments

On and from 1st July, 1990 Clause 10 of the Fifth Bipartite Settlement shall stand deleted and employees who are in receipt of graduation allowance in terms of this clause shall be granted two additional increments in lieu of the allowance without effecting their future date of annual increment. Graduate employees recruited or promoted to ^{or non-graduates who acquire such qualifications} clerical cadre/ on or after 1st July, 1990 shall also be granted two additional increments, as per the provision existing prior to the Fifth Bipartite Settlement.

Consequently, with effect from 1st July, 1990 Note(a) to Schedule II(A) of the Fifth Bipartite Settlement on 'Special Allowances for Clerical Staff', shall stand deleted. While the provisions under Note(b) shall remain operative, the serial number thereof (i.e. (b)) shall stand deleted.

(5) Medical Aid

With effect from 1st January, 1990 the reimbursement of expenses under medical aid scheme and reimbursement of hospitalisation expenses shall be restricted to either (1) or (2) below:

(1) (i) For workmen with service upto 5 years till the completion of the 5th year : Rs.500/- p.a.

(ii) For workmen who have completed 5 years service and above : Rs.700/- p.a.

and

reimbursement of hospitalisation charges to the extent of 90% for self and 60% for dependents

or

(2) (i) For workmen with service upto 5 years till the completion of the 5th year : Rs.380/- p.a.

(ii) For workmen who have completed 5 years service and above : Rs.530/- p.a.

and

reimbursement of hospitalisation charges to the extent of 100% for self and 75% for dependents

Note: The option (2) will be available to employees in those banks alone where a scheme for reimbursement of hospitalisation charges better than as stated in option (1) already exists.

(6) Leave Fare Concession

From 1st July, 1990 a member of subordinate staff may travel by First Class Rail, while availing of the Leave Fare Concession; reimbursement for the same however, shall be restricted to the overall entitlement calculated on the basis of second class fare for the eligible distance.

(7) Payment of Overtime

The overtime allowance, if any, paid to the employees for the overtime work performed upto 30th June, 1990, shall not be recalculated on account of modifications made in this Settlement.

(8) Accumulation of Privilege Leave

In partial modification to Clause 21 of the Settlement dated 31st October, 1979, privilege leave accruing to an employee on or after 1st January, 1990 shall be allowed to be accumulated beyond 180 days upto a maximum of 240 days.

(9) Encashment of Privilege Leave

It is clarified that with effect from 1st January, 1990, in terms of Clause 15 of the Settlement dated 31st October, 1979, a workman at the time of his retirement, or his heirs, in the event of his death would be entitled to encash the accumulated privilege leave upto the maximum of 240 days.

(10) Applicability of Settlement to The Catholic Syrian Bank Ltd.

It is agreed that the Fifth Bipartite Settlement dated 10th April, 1989, shall be binding on the Management and the workmen employees of The Catholic Syrian Bank Ltd., and its various provisions will be implemented from the dates specified therein.

MR, J.S.

(11) Special Leave .

It is clarified that the facility of special leave as provided for in Clause 13.39 of the First Bipartite Settlement dated 19th October 1966 shall be available to the AIBEA, NCBE and INSEF.

(12) Date of Effect and Operation

- (i) The provisions of this settlement which are to be read in conjunction with and are co-terminous with the said Fifth Bipartite Settlement dated 10th April, 1989, shall come into effect from the date specified against each clause. The arrears, if any, payable under this Settlement shall be disbursed within a period of sixty days from the date of this Settlement.
- (ii) 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.
- (iii) The AIBEA on behalf of the workmen agrees 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.
- (iv) Copies of the Memorandum of Settlement shall be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.



(13) Interpretation

If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees Association for discussion and settlement.

For Indian Banks' Association

(S/Shri)

R Srinivasan



S A Farooqi

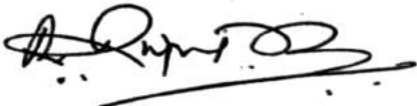


S. S. Chaturvedi

C R Vaitheeswaran



A V Rajagopalan



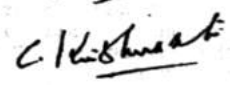
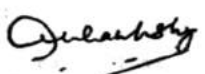
R R Kothare



G Chandran



A K Bakshy

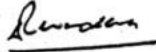


C. K. Shastri

For All India Bank Employees Association

(S/Shri)

D P Chadha



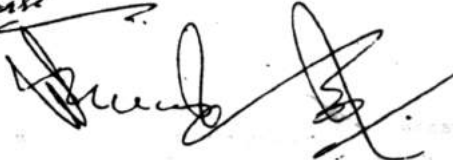
P S Sundaresan



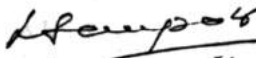
P N Tewari



Tarakeswar Chakraborti



N Sampath



R D Trivedi



Witness:

(S/Shri)

S D Kulkarni



V S. VASAN



Sushil Ghosh



K Shreenivasan



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



LIST OF BANKS

SCHEDULE

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

The National Confederation of Bank Employees (NCBE) and The Indian National Bank Employees Federation (INBEF) signed Settlements with the Indian Banks' Association separately on 29th June, 1990. The terms of the Settlements are the same as printed here.

MEMORANDUM OF SETTLEMENT dated 16th July, 1991 between the Managements of 57 Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees Association.

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: 54 Banks which are on date 'A' Class Banks and 3 Banks which are on date 'B' Class Banks which are listed in Schedule-I to this Memorandum of Settlement
and
their workmen

Representing the Employers (Member Banks)

- 1) Shri P S Gopalakrishnan
- 2) Shri M N Goiporia
- 3) Shri N D Prabhu
- 4) Shri K R Nayak
- 5) Shri R L Wadhwa
- 6) Shri C R Vaitheeswaran
- 7) Shri M K Venkateswaran
- 8) Shri M Ram Mohan Rao
- 9) Dr. Surinder Mohan
- 10) Shri A V Rajagopalan
- 11) Shri R R Kothare
- 12) Shri K Ruknuddin
- 13) Shri Ramesh Mishra
- 14) Shri K Thanu Pillai
- 15) Shri J S Bhatnagar
- 16) Shri G Chandran
- 17) Shri C Krishnamurthy
- 18) Shri A K Bakhshy

Duly authorised on behalf of the Indian Banks' Association

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Representing the
Workmen

- 1) Shri D P Chadha
- 2) Shri P S Sundaresan
- 3) Shri P L Syal
- 4) Shri P N Tewari
- 5) Shri L N Bhayal
- 6) Shri Tarakeswar Chakraborti
- 7) Shri N Sampath
- 8) Shri Sushil Ghosh
- 9) Shri Rajinder Sayal
- 10) Shri R D Trivedi
- 11) Shri Sudesh Kumar
- 12) Shri S D Dhopeswarkar
- 13) Shri R V Panchayati
- 14) Shri K Shreenivasan
- 15) Shri T B Rai

All India Bank Employees Association



SHORT RECITAL OF THE CASE

WHEREAS

(a) The Indian Banks' Association (IBA) on behalf of the member banks named in the Schedule to the respective Memorandum of Settlements signed with the All India Bank Employees Association (AIBEA) representing the workmen employees of the banks on 10th April, 1989, 3rd February, 1990, 29th June, 1990 and 13th October, 1990 regarding various terms and conditions of their service.

(b) In the Memorandum of Settlement dated 10th April, 1989, the parties had agreed that the issues/demands not covered by the above mentioned Settlement - hereinafter called residual issues shall be mutually discussed with a view to arriving at a negotiated settlement.

(c) The parties accordingly negotiated the said demands on residual issues on several occasions and reached an agreement in respect of the said residual issues.

(d) The parties agree that the residual issues in respect of which agreement has been reached be recorded in the settlement so as to be binding on them in terms of Section 18(1) of The Industrial Disputes Act 1947.



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

TERMS OF SETTLEMENT

1. Halting Allowance

In supersession of Clause 3 of the Memorandum of Settlement dated 5th January, 1987, with effect from 1st June, 1991, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters :-

	Higher CCA Centres	Lower CCA Centres	Non CCA Centres
Non Sub-Staff	Rs.75/- per diem	Rs.60/- per diem	Rs.55/- per diem
Sub-Staff	Rs.60/- per diem	Rs.45/- per diem	Rs.40/- per diem

2. Cycle Allowance

In supersession of Clause 10 of the Memorandum of Settlement dated 31st October, 1979, with effect from 1st January, 1990, cycle allowance shall be payable to members of the subordinate staff who are required to use a cycle on regular assignment for outdoor duties at the following rates:-

Bombay, Delhi, Calcutta, Madras	- Rs.30.00 p.m.
All other places	- Rs.25.00 p.m.



3. Split Duty Allowance

In partial modification of Clause 13 of the Memorandum of Settlement dated 31st October, 1979, with effect from 1st January, 1990, split duty allowance shall be payable as under:-

At CCA Centres	-	Rs.30.00 p.m.
At Non-CCA Centres	-	Rs.25.00 p.m.

4. Reimbursement of Road Travel

In supersession of Clause 11 of Memorandum of Settlement dated 5th January, 1987, with effect from 1st June, 1991, where an employee has to travel on duty/leave fare concession between two places not connected or partly connected by rail or steamer he shall be reimbursed actual road mileage costs or @ 50 paise per km., whichever is lower.

5. Hospitalisation Scheme

(I) Ambulance Charges

In partial modification to item 11 of Schedule III to the Memorandum of Settlement dated 10th April, 1989 detailing "Guidelines for Reimbursement of Hospitalisation Expenses", actual expenses incurred on conveyance by mode other than ambulance shall be reimbursed subject to the maximum as under:-

(i) By public taxi	-	Rs.2.10 per km.
(ii) By autorickshaw	-	Rs.0.80 per km.





NOTE

(a) Normally services of ambulance should be availed of. Where ambulance is not available or the facility of ambulance is not established, public mode of transport i.e. taxi/autorickshaw could be used. The management shall consider such claims on merits and facts.

(b) Reimbursement of expenses on ambulance or public taxi/autorickshaw are admissible within the municipal limits/urban agglomeration/nearest hospital.

(c) Abuse of the facility will be dealt with treating such claims as acts of gross misconduct.

(II) In partial modification of item 13, reimbursement of medical expenses towards treatment under the recognised system of medicine such as Ayurvedic, Homeopathy and Naturopathy shall be considered only if such treatment is taken in a clinic/hospital recognised by the Central/State Government. Further such reimbursement shall be limited to such expenses within the prescribed ceilings as would have been reimbursable in case the treatment was taken in a Government/Municipal hospital, subject to the overall limits under the scheme i.e. 90% of approved expenses for self and 60% in case of family.

The above provisions shall come into force from 1st June, 1991.



6. Leave Fare Concession

- (i) In partial modification of Clause 8(i) and (ii) of the Memorandum of Settlement dated 5th January, 1987,
- (a) For availment of LFC under 2 year block for visit to any place within India, the maximum permissible distance shall be 1500 kms.
- (b) For availment of LFC under 4 year block, the maximum permissible distance shall be 3000 kms.
- (ii) In supersession of Clause X(1) of the Memorandum of Settlement dated 17th September, 1984, workmen employees eligible for leave fare concession shall be given one more option to choose between 2 year or 4 year block for availment of leave fare concession. The employees shall be allowed to exercise option within a period of 90 days from the date of the Settlement.
- (iii) In partial modification of Clause 23 (d) of the Memorandum of Settlement dated 31st October, 1979, encashment of privilege leave while proceeding on leave fare concession shall be permitted as under:-
- (a) for availment of LFC under 2 year block - maximum 15 days either in each block or 30 days in one block.
- (b) for availment of LFC under 4 year block - maximum 30 days.



- (iv) The following proviso be added to Clause X(2) of the Memorandum of Settlement dated 17th September, 1984:

"Provided that travel by II Class AC be permitted to an employee other than a member of the subordinate staff when availing leave fare concession if no train with I Class facility is available to the place of destination, within the eligible fare".

- (v) In partial modification of Clause IV(iii) of the Memorandum of Settlement dated 8th November, 1973, actual journey expenses by bullock cart/pony/camel/ferry boat for that part of the journey which of necessity is to be covered by one of these means of transport in the absence of train/steamer or bus service shall be reimbursed, subject to production of satisfactory evidence in respect of such journey to the nearest railway station/steamer halt/bus link with a maximum of Rs.1.50 per km..

- (vi) Conveyance expenses within the prescribed rates, from residence to nearest railway station/bus stand/airport/docks and vice versa as also similar expenses at the place of destination shall be reimbursed under leave fare concession facility within the overall entitlement of the employee.

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: 20 :

(vii) In terms of Clause 5(A) (i) of the Memorandum of Settlement dated 5th January, 1987, it is clarified that the dependent parents, inter alia, shall ordinarily reside with the employee to be eligible for availment of LFC. An employee may, however, claim LFC in respect of dependent parents not ordinarily residing with the employee by giving a suitable declaration and satisfactory evidence of such dependency.

(viii) The words "and (b)" be added after the words "paragraph(a)" to Clause 23(e) of the Memorandum of Settlement dated 31st October, 1979.

The above provisions shall come into force from 1st June, 1991.

7. Classification of Areas

In partial modification of Clause 3.1 of the Memorandum of Settlement dated 19th October, 1964, with effect from 1st June, 1989, Delhi will also comprise of areas covered by Gurgaon Urban Agglomeration.

Note

For all administrative purposes including payment of halting allowance all places forming part of Delhi including Gurgaon (U.A.) shall be treated as one composite area.

8. Special Area Allowance

In substitution of Clause 9 of Memorandum of Settlement dated 8th September 1983, Clause 1 of the Memorandum of Settlement dated 5th January, 1987 and Clause 16 of the Memorandum of Settlement dated 10th April 1989, the special area allowance shall with effect from 1st January, 1990 be payable at places specified in Column 1 of the Schedule II hereto, as per the quantum indicated in column 2 thereof against each such place, subject to the following conditions:-

1. The allowance shall be payable as stipulated only till such time as there is no direction to the contrary from the Government and thereafter subject to such directions as applicable to officers in nationalised banks from time to time. Such directions shall also apply to workmen staff; the change in quantum of allowance/ rates however, shall be negotiated and settled between the parties on the basis of the existing pattern.
2. If at any of the places mentioned in column 1 of the Schedule II hereto, hill and fuel allowance is payable in terms of Clause 15 of the Memorandum of Settlement dated 10th April 1989, then at such places only the higher of the two allowances shall be payable.

Where however on 31.12.1989 if any workman at the specified place was receiving a quantum of special area allowance (called by any name whatever) or quantum of aggregate of special area allowance and hill and fuel allowance, higher than payable as per column 2 of Schedule II hereto the difference in such quantum shall be protected and paid as an adjusting allowance on month to month basis.

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3. The adjusting allowance referred to above shall cease to be payable to an employee when he ceases to draw special area allowance and/or hill and fuel allowance consequent on his transfer or posting elsewhere or stoppage of payment of the said allowance/s at that place.

9. 'B' Class Banks

The parties to this Settlement which are also parties to the Memorandum of Settlements dated 3rd February, 1990 and 13th October, 1990 in respect of 'B' Class Banks, further agree that modifications as brought out in the paragraphs hereinabove shall mutatis mutandis be applicable to the workmen employees of 'B' Class Banks, names of which are given in the enclosed Schedule.

10. General

The parties agree that the other terms and conditions of service of workmen employees as laid down in the Awards/various Settlements, shall continue to be operative in the manner provided therein save and except to the extent and the manner in which they are modified/amended/superseded by this Settlement.

11. Date of Effect

(1) The provisions under this Memorandum of Settlement shall come into effect from the date specified against each clause and shall be co-terminous with the Memorandum of Settlement dated 10th April, 1989. The parties however, agree that 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.



(2) The All India Bank Employees Association on behalf of the workmen agree that during the operation of this Settlement the workmen shall not raise any demand of any nature whatsoever in respect of any of the matters covered by this Memorandum of Settlement.

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

12. Interpretation

If there is any difference of opinion regarding interpretation of any of the provisions of this Settlement, the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees Association.

FOR INDIAN BANKS' ASSOCIATION

Sd/-
(S/Shri)

P. S Gopalakrishnan



M N Goiporia



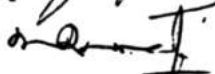
R L Madhwa



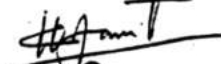
M K Venkateswaran



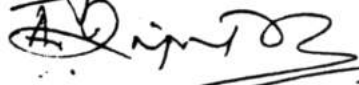
M Ram Mohan Rao



H R Jani



A V Rajagopalan



R R Kothare



Ranesh Mishra



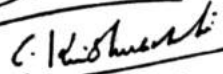
Noble Power



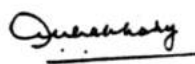
G Chandran



C Krishnamurthi



A K Bakshy

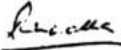


Dr Surinder Mohan



FOR ALL INDIA BANK EMPLOYEES ASSOCIATION
Sd/-
(S/Shri)

D P CHADHA



P S SUNDARESAN



P N TEWARI



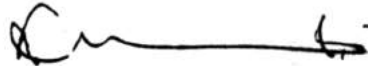
TAKAKESWAR CHAKRABORTI



N SAMPATH



R D TRIVEDI



Witness :

(MRS.) H N SHROFF




SUSHIL GHOSH



D R BADE



K SHREENIVASAN



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



Schedule-I

LIST OF 'A' CLASS BANKS

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

LIST OF 'B' CLASS BANKS

1. Kashi Nath Seth Bank Ltd.,
2. Lord Krishna Bank Ltd.,
3. Nainital Bank Ltd.,



Special Area Allowance

Column 1	Column 2				
	Basic pay below Rs.950	Basic pay of Rs.950 and above but below Rs.1500	Basic pay of Rs.1500 and above but below Rs.2000	Basic pay of Rs.2000 and above but below Rs.3000	Basic pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
1. Mizoram					
a) Chimgtuipui District of Mizoram and areas beyond 25 kms. from Lungali Town in Lunglei District of Mizoram	150	250	350	500	650
b) Throughout Lunglei District excluding areas beyond 25 kms. from Lunglei town of Mizoram	125	200	275	400	525
c) Throughout Aizawl District of Mizoram	75	150	225	300	375
2. Nagaland	125	200	275	400	525
3. Andaman & Nicobar Islands					
a. South Andaman (including Port Blair)	125	200	275	400	525
b. North & Middle Andaman, Little Andaman, Nicobar & Narcondum Islands)	150	250	350	500	650
4. Sikkim	125	200	275	400	525
5. Lakshadweep Islands	150	250	350	500	650
6. Assam	20	40	60	80	100
7. Meghalaya	20	40	60	80	100
8. Tripura					
(a) Difficult areas of Tripura	125	200	275	400	525
(b) Throughout Tripura except Difficult Areas	75	150	225	300	375
9. Manipur	75	150	225	300	375

Column 1	Column 2				
	Basic pay below Rs.950	Basic pay of Rs.950 and above but below Rs.1500	Basic pay of Rs.1500 and above but below Rs.2000	Basic pay of Rs.2000 and above but below Rs.3000	Basic pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
10. Arunachal Pradesh					
a. Difficult Areas of Arunachal Pradesh	150	250	350	500	650
b. Throughout Arunachal Pradesh except difficult areas	125	200	275	400	525
11. Jammu & Kashmir					
(i) Kathua District	150	250	350	500	650
a. Niabat Bari)					
b. Lohi)					
c. Malhar)					
d. Machhodi)					
(ii) Udhampur District	150	250	350	500	650
a. Dudu Basantgarh)					
b. Lander Bhanag)					
Iliaca)					
c. Thakrakote)					
d. Nagote)					
Tehsil Mahore					
i. For Areas upto Gool from Kamban side and areas upto Arnas from Keasi side	125	200	275	400	525
ii. For the rest of the areas	150	250	350	500	650
(iii) Doda District	150	250	350	500	650
a. Illaques of)					
Padder in)					
Kishtwar Tehsil)					
b. Niabat Nargam in)					
Kishtwar Tehsil)					




Column 1	Column 2				
	Basic pay below Rs.950	Basic pay of Rs.950 and above but below Rs.1500	Basic pay of Rs.1500 and above but below Rs.2000	Basic pay of Rs.2000 and above but below Rs.3000	Basic pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
(iv) Leh District					
a) Zaskar, Noyana and Natre	150	250	350	500	650
b) All other places in the District	125	200	275	400	525
(v) Barnulla District					
a) Entire Gurez-Niabat, Tangdar Sub-Division and Keran Illaqua	150	250	350	500	650
b) Matchill	125	200	275	400	525
(vi) Poonch and Rajouri District	75	150	225	300	375
Areas in Poonch and Rajouri Districts excluding the towns of Poonch and Rajouri and Sunderbani and other Urban areas in the two Districts					
(vii) Areas not included in (i) to (vi) above, but which are within the distance of 8 km from the line of Actual Control or at places which may be declared as qualifying for border allowance from time to time by the State Government for their own staff	75	150	225	300	375
12. Himachal Pradesh					
1.a Pangi Sub-Division of Chamba District	150	250	350	500	650
1.b Bhamour Sub-Division of Chamba District	150	250	350	500	650

Column 1	Column 2				
	Basic pay below Rs.950	Basic pay of Rs.950 and above but below Rs.1500	Basic pay of Rs.1500 and above but below Rs.2000	Basic pay of Rs.2000 and above but below Rs.3000	Basic pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
1.c Lahaul & Spiti District	150	250	350	500	650
1.d Kinnaur District	150	250	350	500	650
1.e Dodra-Kawar Tehsil and Parganas of Chhaibis, Pandrabis Gram Panchayats of Munish Darkali and Kashapat of Rampur Tehsil of Simla District	150	250	350	500	650
1.f Pargana of Pandrabis of Kulu District	150	250	350	500	650
1.g Chhota Bhangal and Bara Bhangal area of Palampur Sub-Division of Kangra District	150	250	350	500	650
1.h Jhandru Panchayat area of Bhatiyat Tehsil of Chamba District	150	250	350	500	650
1.i Mahog, Sarhan, Gopalpur, Teban, Pokhi, Nauj, Khano, Bagra, Sainj Mahudi and Balidhar Panchayats of Karsog Tehsil	150	250	350	500	650
1.j Simla Town and its suburbs (Mashobra, Dhalli, Taradevi, Kasumbpti, Jatog and Tutu)	150	250	350	500	650
1.k Gram Panchayat Deothi (Takleth areas) and Parganas of Naubis Sarhan and Barabis of Rampur Tehsil of Simla District	150	250	350	500	650

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Column 1

Column 2

	Basic pay below Rs.950	Basic pay of Rs.950 and above but below Rs.1500	Basic pay of Rs.1500 and above but below Rs.2000	Basic pay of Rs.2000 and above but below Rs.3000	Basic pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
1.1 Chuhar Valley of Jogindernagar Tehsil, Panchayat of Gattoo, Bagraa, Chatri, Thachadhar Garagus Hain, Kalhani, Thana Silibagi Chetdhar, Charvar, Tachi, Johar Kholanal, Sonachan Loth Jaryar, Janjehli and Kalwanr of Thunag Tehsil of Mandi District	150	250	350	500	650
1.a Mangal Panchayat area of Solan District	150	250	350	500	650
1.n Outer-Saraj and Malana Panchayat area of Kulu District	150	250	350	500	650
1.o Trans-Giri Tract of Sirmur District	150	250	350	500	650
2.a Janjehli Block (excluding area covered in 1 (1) above Chachoit Tehsil of Mandi District	75	150	225	300	375
2.b Trah Chopal Tehsil of Simla District	75	150	225	300	375
2.c Churah Tehsil of Chamba District	75	150	225	300	375
2.d Munr Panchayat and Balaj Paryana of Chamba District	75	150	225	300	375
2.e Dalhousie Town	75	150	225	300	375
2.f Rampur Tehsil	75	150	225	300	375
2.g Karsog Tehsil Minus the Panchayat indicated under (1.1) above	75	150	225	300	375
3. Manali-Ujhi areas, Parvati and Lagg Valley and Banjar Block of Kulu District	20	40	60	80	100

Column 1	Column 2				
	Basic* pay below Rs.950	Basic* pay of Rs.950 and above but below Rs.1500	Basic* pay of Rs.1500 and above but below Rs.2000	Basic* pay of Rs.2000 and above but below Rs.3000	Basic* pay of Rs.3000 and above
	Rs.	Rs.	Rs.	Rs.	Rs.
13. Uttar Pradesh					
1.a Chamoli Dist)					
1.b Dharchula)					
1.c Munsiyari)	150	250	350	500	650
1.d Bhatwari)					
Development)					
Blocks (except)					
District Head)					
quarters of)					
Uttarkashi)					
2. Other areas of Districts of Pithoragarh and Uttarkashi (including District Headquarters of Uttarkashi)	75	150	225	300	375

* includes stagnation increment

The National Confederation of Bank Employees (NCBE) and The Indian National Bank Employees Federation (INBEF) signed Settlements with the Indian Banks' Association separately on 16th July, 1991. The terms of the Settlements are the same as printed here.

MEMORANDUM OF SETTLEMENT dated the 29th October, 1993
 between the Management of 58 banks as represented by
 the Indian Banks' Association and their workmen as
 represented by the All India Bank Employees Association

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

Names of the Parties : 58 banks listed in Schedule I
 to this Memorandum of
 Settlement
 and
 their workmen.

Representing the : 1. Shri J V Shetty
 Employers : 2. Shri S P Talwar
 (Member Banks) : 3. Shri G S Dahotre
 4. Shri Rashid Jilani
 5. Shri D Basu
 6. Shri Ramesh Mishra
 7. Dr. Surinder Mohan
 8. Shri J N Tandon
 9. Shri S Dalbir Singh
 10. Shri C N Kulkarni
 11. Shri A V Rajagopalan
 12. Shri B M Mittal
 13. Shri M N Dandekar
 14. Shri G Laxminarayana
 15. Shri T S Ramakrishna
 16. Shri C Krishnamurthi
 17. Shri Noble Powar
 18. Shri A K Bakshy
 19. Shri B D Sumitra

Duly authorised on behalf of
 the Indian Banks' Association



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**Representing the
Workmen**

1. Shri D P Chadha
2. Shri P L Syal
3. Shri P S Sundaresan
4. Shri P N Tiwari
5. Shri L N Bhayal
6. Shri Tarakeswar Chakraborti
7. Shri N Sampath
8. Shri Sudesh Kumar
9. Shri Sushil Ghosh
10. Shri R D Trivedi
11. Shri Rajinder Syal
12. Shri S D Dhopeswarkar
13. Shri K Sreenivasan
14. Shri R V Panchaity
15. Shri T B Rai

All India Bank Employees' Association

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SHORT RECITAL OF THE CASE

WHEREAS

(a) Indian Banks' Association (IBA) representing the employers (member banks) entered into various settlements on computerisation and mechanisation as detailed below with some of the unions representing workmen in the banking industry -

Bipartite Settlement (Chapter VI)	19.10.1986
First Bipartite Settlement on Computerisation & Mechanisation	08.09.1983
Second Bipartite Settlement on Computerisation & Mechanisation	29.03.1987
Third Bipartite Settlement on Computerisation & Mechanisation	10.04.1988

(b) Vide clause 22 of the Second Bipartite Settlement on Computerisation and Mechanisation dated 29th March, 1987, it was agreed that further extension of Mechanisation/ Computerisation in the industry will be reviewed by the parties after expiry of a period of three years from the 8th September, 1986 and a fresh agreement entered into within a period of six months thereafter.

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- c) During the wage negotiations for Fifth Bipartite Settlement, IBA sought on an interim basis, some enlargement in the scope of computerisation and mechanisation in the banking industry.

Keeping in view the urgency of the matter as brought out by the IBA as well as the desirability to review the Settlement at the appropriate time as contended by the Unions, it was agreed that only an interim provision in this regard be made for the year 1989 and accordingly an interim settlement dated 10th April, 1989 (Third Bipartite Settlement on Computerisation and Mechanisation) was signed.

- d) In most of the foreign banks and in a few public sector and private sector banks, bank level agreements/settlements/understandings have taken place providing for much higher form of computerisation than what is provided in industry level settlements as quoted in (a) above.

- e) The parties have since discussed the demands/issues on several occasions and have come to an understanding in the context of growing volume of bank transactions, the growing needs of customer service and the need to maintain competitive edge of banks operations in India in current global environment.



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

TERMS OF SETTLEMENT

I This settlement is in supersession of all previous industry level bipartite settlements on computerisation and mechanisation referred to in Para(a) of the Preamble of this settlement but will not affect any subsistent bank level agreements/settlements/understandings entered on computerisation and mechanisation between the concerned banks and their bank level unions unless specifically agreed between the concerned banks and bank level unions.

II The banks and the unions which have entered into bank level agreements/settlements/understandings on computerisation and mechanisation and are also party to this settlement may computerise/mechanise as per the provisions of this Settlement by terminating ^{Jointly} the bank level agreement/settlement/understanding. In such cases all the monetary benefits available under the bank level settlements shall be substituted by the benefits available under this settlement with effect from 1st November, 1993. Under no circumstances dual monetary benefits shall be extended to the employees of such banks.

Note

It is clarified that the following benefits available under this settlement shall be available to employees in banks which terminate the bank level settlements and adopt the industry level settlement with effect from 1st November, 1993 notwithstanding anything contrary to it provided in the bank level settlement.

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- (a) The revised operators allowance.
- (b) Advance increment to employees who did not receive any such increment because of their joining the service after the specified date or for any other reason.
- (c) Improvements in medical benefits where the bank level settlements do not provide for any such improvement or the package is less beneficial than what is provided in this settlement.
- (d) Where part of advance increment has been released, the balance may be released with effect from 1st November, 1993.

Provided, however, that personal allowance wherever payable inclusive of D.A. etc. as per bank level settlements shall be frozen with D.A. as on 31st October, 1993 in respect of all such employees who have not yet crossed the last stage in the regular scale of pay.

III Branch Level Computerisation/Mechanisation

Banks may partly or fully computerise/mechanise some or all operations in branches specified below :-

- (a) Branches located in Urban, Metropolitan centres and those falling within urban agglomeration and peripheral territories which are treated on par with metropolitan and urban centres for the purpose of payment of HRA/CCA with average daily number of vouchers of 750 or more per day calculated on an average of 52 preceding weeks.

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(b) Branches not covered by (a) above but categorised as specialised branches carrying out 'special functions' such as, Industrial Finance/Corporate Banking, Foreign Exchange/Overseas Banking, Non-Resident Indian Banking, Credit Card Transactions, Merchant Banking/Capital Market, etc.

(c) Non-business branches/offices carrying out 'special functions' such as clearing transactions, regional collections, drafts payable, central accounting, etc.

Note:

Nomenclature relating to special functions mentioned in (b) and (c) above may vary from bank to bank.

(d) Offices which are established as a spin off or extension counter of parent branches which are otherwise 'eligible' branches.

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(e) In addition to the above, each bank may partly or fully computerise/mechanise every year branches as under :-

(i) banks with total number - 1% with a
of branches not exceeding minimum of
500 as on the last day of 3 branches
the preceding accounting every year
year

(ii) banks with total - 0.5% with a
number of branches minimum of
exceeding 500 as on 5 branches
the last day of the every year
preceding accounting
year

IV Administrative Offices

Administrative offices other than branches specified in Clause (iii) above may use as considered necessary by the management, computers and other office automation equipments.

V Communication and Networking

Banks may optimally utilise the communication facilities made available by BANKNET, I-NET, SWIFT, etc., including PSDN (Telephone lines), Satellite Communication Channel, etc., for better communication between its branches/ offices and branches/offices of other banks for accounting, transaction details, exchange of information, funds management, message and data transfer, etc. by installation of necessary equipments for such networking of branches/offices.

VI Automated Teller Machines

Banks may instal without restriction on the number, automated teller machines on sharing basis.

In addition to the above, bankwise automated teller machines may also be installed as per following norms:-

- (i) banks with total number of - 1% - with a
branches not exceeding 500 minimum of 3
as on the last day of the
preceding accounting year
- (ii) banks with total number of - 0.5% - with a
branches exceeding 500 as minimum of 5
on the last day of the
preceding accounting year

Banks which have, on the date of this settlement, already installed and/or are in the process of installing bankwise automated teller machines in excess of the norms given above may, however, continue with such automated teller machines.

VII Note Counting Machines

Automatic Note Counting Machines may also be used by clerical cadre employees at all currency chests. In addition Note Counting Machines may also be used by clerks/cashiers in one branch for every 100 branches of the bank covering different zones.

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VIII Signature Verification Equipment/Pass Book Printers/
Demand Draft Printers

Signature Verification Equipment, Pass Book Printers and Demand Draft Printers besides normal printers may be installed at eligible branches as specified in Clause III above at the discretion of the management.

II Banks shall use in-house computer facilities. Banks may, however, utilise the services of outside agencies in case of masterfile creation and in emergencies such as breakdowns, unforeseen circumstances for temporary periods.

I Where terminals are used exclusively for savings bank operations, the vouchers per operator shall be 300 to 400 per day. In case of other operations on terminals, the work load for each operator shall be minimum 500 vouchers per day.

II Total branch computerisation/mechanisation would include 'single window concept', where the customer can transact all types of business transactions at any single counter including Payments and Receipts.



III Branches where Advanced Ledger Posting Machines (ALPMs) and/or Advanced Electronic Accounting Machines (AEAMs) are installed prior to this settlement and where such branches do not meet the criteria of minimum 750 vouchers as provided in Clause III(a) of this settlement such branches may be fully or partly computerised as per the discretion of the management under the provision of eligibility in Clause III (e) of this settlement. If, however, in any bank there are branches in excess of the total number of eligible branches, in terms of this settlement, such branches will be upgraded, but shall be set off against future entitlement of the concerned bank under Clause III(e) of this settlement.

Existing permanent ALPM/AEAM operators shall have preference to be computer operators on upgradation subject to the rules prescribed for selection and posting of computer operators. All existing permanent ALPM/AEAM operators shall continue to draw the present allowance. ALPM/AEAM operators rendered surplus as a result of reduction/substitution of ALPMs/AEAMs may, however, be deployed by the management at their discretion in the same city/town as stipulated in Clause III with the continuance of present allowance.



III Terminals at Customer Locations and Enquiry Terminals

Banks may provide terminals for use of valued customers at their locations and enquiry terminals in the banking hall.

IV Increment

All workmen employees who are in the banks' permanent service and permanent part-time employees drawing scale wages as on 1st November, 1993 will get one advance increment in the scale of pay with all consequential benefits, e.g. DA, HRA, CCA, PF, Gratuity, Pension, etc. in terms of the bipartite settlement/s. Employees who are on probation on 1st November, 1993 will get one advance increment one year after confirmation.

There shall be no change in the date of annual increment because of the advance increment. Annual increment will fall due on the normal anniversary date of increment.



An employee who is at the maximum of the scale or who is in receipt of stagnation increment(s) as on 1st November, 1993 will draw a Fixed Personal Allowance from 1st November, 1993 which is equivalent to an amount of one increment of Rs.120/- for clerks and Rs.50/- for subordinate staff plus dearness allowance payable thereon as on 1st November, 1993 plus house rent allowance, at the rates and ceilings as applicable in terms of bipartite settlement dated 29th June, 1990 and 13th October, 1990 in case of 'A' class banks and 'B' class banks respectively. The increment shall also rank for superannuation benefits.

An employee, who has earned this advance increment in terms of this settlement shall draw the quantum of Fixed Personal Allowance as mentioned above, one year after earning all the three stagnation increments.

Note :

An employee, who after earning this advance increment reaches the maximum and is not given stagnation increment on account of refusal of promotion after being offered and/or selected for promotion shall draw fixed personal allowance as mentioned above one year after reaching the maximum.

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IV Hospitalisation Charges

In partial modification of Clause 13 (b) of the Bipartite Settlement dated 10.4.1989 hospitalisation expenses will be reimbursed to award staff to the extent of 100% in case of self and 75% in case of members of family. The above provision will be effective from 1st November, 1993.

XVI Special Allowance

(a) The special allowance payable to Data Entry Operators shall be Rs.285/- p.m. of which an amount of Rs.257/- shall rank as 'pay' for the purpose of superannuation benefits.

(b) The special allowance payable to computer operators shall be Rs.410/- p.m. of which an amount of Rs.389/- shall rank as 'pay' for the purpose of superannuation benefits.


Note:

Special allowance specified above shall be payable only to such operators assigned actual data entry and computing work at counters or otherwise but not to those who are using machines for correspondence and other work unrelated to computing and data entry.



- IVII For computer related allowances carrying positions selection will be made from amongst the clerical cadre staff as per the existing or future policy/settlements in different banks which shall include passing of an aptitude test. The Management will provide training facilities as deemed necessary.
- IVIII It is clarified that the Computer Operators may be assigned any other routine duties of their cadre as already provided in subsisting bipartite settlements.
- III Where a female operator who is in the family way desires to discontinue working on Computer during the period of her pregnancy, she will be exempted at her written request from operating the Computer. The special allowance shall not be paid to her for the period during which she is on duty but exempted from operating the Computer, but shall be paid during the period of her leave of any kind subject to her acceptance to perform duties as Computer Operator on resumption.
- RS*

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- II Selection of branches for computerisation/mechanisation, or decision regarding not computerisation of an eligible branch falling under the criteria stipulated under Clause III of this settlement and the choice of application, level of technology to be used, etc. (including hardware, software, and networking of computers within the branch and networking of branches, single window operation, etc.) shall be at the discretion of the bank management.
- III There will be no retrenchment on account of computerisation. Displacement of staff, if any, as a result of computerisation/mechanisation in a branch shall be kept to the barest minimum. The staff, so displaced, shall be deployed in the same city or town subject to any bank level understanding about rotation/transfer/ deployment of staff.
- III The AIBEA shall extend their fullest co-operation for continuing improvements in the fields of productivity, customer service and operational efficiencies. The AIBEA is confident that all employees of the banks shall contribute their full potential so that the banking service registers all round growth in the above spheres. The AIBEA is committed to making banking service in India an effective instrument for socio-economic growth with an emphasis on prompt and efficient customer service.
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IIIII A standing committee comprising representatives of the IBA and ~~and the~~ AIBEA which are parties to the settlement will monitor and oversee the operations of the computerisation/mechanisation so as to ensure strict adherence to the terms and conditions of the settlement.

IIIV The Settlement unless provided otherwise shall come into force from the date of signing of the settlement and shall be binding on the parties for 3 years.

~~IIIV~~ 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.

IIVI The AIBEA 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 respects of matters covered by this Memorandum of Settlement.

IIVII Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 5B of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.


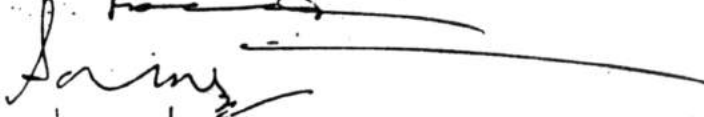
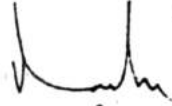





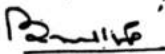
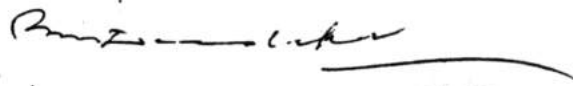

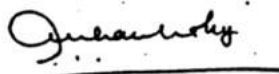
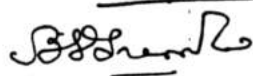
lay.


XVIII If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees Association for discussion and settlement.


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07

FOR INDIAN BANKS' ASSOCIATION
Sd/-
(S/Shri)

- J V Shetty 
- S P Talwar 
- G S Dahotre 
- Ramesh Mishra 
- Surinder Mohan 
- S Dalbir Singh 
- C N Kulkarni 
- A V Rajagopalan 
- B M Mittal 
- M N Dandekar 
- Nobbe Povar 
- A K Bakshy 
- B D Sumitra 

T. S. RAMAKRISHNAN. 

G. LAXMINARAYANA 

C. KRISHNAMURTHI. 

on behalf of All India Bank Employees Association

S/Shri

D P Chakha

[Signature]

P L Syal

[Signature]

P S Sundaresan

[Signature]

Tarakeswar Chakraborti

H Sampath

[Signature]

Sushil Ghosh

[Signature]

Witness

D. R. Baid [Signature]

[Signature]
(P N Tewari)

A. S. Khale [Signature]

[Signature]
(S D Dhopeswarkar)

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

LIST OF BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. Indian Bank
11. Indian Overseas Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab & Sind Bank
15. Syndicate Bank
16. UCO Bank
17. Union Bank of India
18. United Bank of India
19. Vijaya Bank
20. State Bank of India
21. State Bank of Bikaner & Jaipur
22. State Bank of Hyderabad
23. State Bank of Indore
24. State Bank of Mysore
25. State Bank of Patiala
26. State Bank of Saurashtra
27. State Bank of Travancore

28. Bareilly Corporation Bank Ltd.
29. Bharat Overseas Bank Ltd.
30. Karnataka Bank Ltd.
31. Kashi Math Seth Bank Ltd.
32. Lord Krishna Bank Ltd.
33. The Bank of Rajasthan Ltd.
34. The Benares State Bank Ltd.
35. The Catholic Syrian Bank Ltd.
36. The Dhanalakshmi Bank Ltd.
37. The Federal Bank Ltd.
38. The Jammu and Kashmir Bank Ltd.
39. The Karur Vysya Bank Ltd.
40. The Lakshmi Vilas Bank Ltd.
41. The Nainital Bank Ltd.
42. The Nedungadi Bank Ltd.
43. The Ratnakar Bank Ltd.
44. The Sangli Bank Ltd.
45. The South Indian Bank Ltd.
46. The Vysya Bank Ltd.

47. ABN-AMRO Bank N.V.
48. American Express Bank Ltd.
49. ANZ Grindlays Bank p.l.c.
50. Bank of America NT & SA
51. The Bank of Tokyo Ltd.
52. Banque Nationale De Paris
53. The British Bank of the Middle East
54. Citibank N.A.
55. The Hongkong & Shanghai Banking Corporation
56. The Sakura Bank Ltd.
57. Sonali Bank
58. Standard Chartered Bank

The National Confederation of Bank Employees (NCBE) and The Indian National Bank Employees Federation (INBEF) signed Settlements with the Indian Banks' Association separately on 29th October, 1993. The terms of the Settlements are the same as printed here.