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MEMORANDUM OF SETTLEMENT dated 27th March, 2000 between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the All India Bank Employees' Association, National Confederation of Bank Employees, Indian National Bank Employees' Federation.

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

Representing the  
Employers  
(Member Banks)

- 1) Shri A T Pannir Selvam
- 2) Shri Harbhajan Singh
- 3) Dr. Dalbir Singh
- 4) Shri K C Chowdhary
- 5) Shri K V Krishnamurthy
- 6) Shri Y Radhakrishnan
- 7) Shri R Peter Joshua
- 8) Shri A D Navaneethan
- 9) Shri K M Mehrotra
- 10) Shri M N Dandekar
- 11) Shri Yogesh Chandra
- 12) Shri Allen C A Pereira

Duly authorised on behalf of the  
Indian Banks' Association

Representing  
the Workmen

- 1) Shri N Sampath
- 2) Shri P N Tiwari
- 3) Shri R D Trivedi
- 4) Shri Krishan Lal
- 5) Shri H V Rai
- 6) Shri Tarakeswar Chakraborti
- 7) Shri S D Dhopeshwarkar
- 8) Shri K Sreenivasan
- 9) Shri Ramanand
- 10) Shri Kamal K. Bhattacnaryya
- 11) Shri I B Shah
- 12) Shri C H Venkatachalam
- 13) Shri M Ekanath Pai
- 14) Shri D K Chatterji
- 15) Shri Rajan Nagar

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri K K Bandlish
- 3) Shri Y K Arora
- 4) Shri D Venugopal Reddy
- 5) Shri T Selvaraj
- 6) Shri Y Tharak Nath
- 7) Shri Milind Nadkarni
- 8) Shri S D Mishra
- 9) Shri Umesh P. Naik
- 10) Shri N K Paliwal
- 11) Shri Suresh Mehra
- 12) Shri S A Kadri
- 13) Shri B S Venkatanarasaiah
- 14) Shri Raphy Kunjappu
- 15) Shri M H Wodeyar

**National Confederation of Bank Employees**

- 1) Shri R P K Murugesan
- 2) Shri Subhash S. Sawant
- 3) Shri Jogen Sarkar

- 
- 4) Shri L N Tiwari
  - 5) Shri R Kunchithapatham
  - 6) Shri O P Sharma
  - 7) Shri A K P Reddy

**Indian National Bank Employees' Federation**

## SHORT RECITAL OF THE CASE

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule on 14th February, 1995, 14th December, 1996 and 28th November, 1997 inter-alia regarding various terms and conditions of their service. The Settlement dated 14th December 1996 was co-terminus with the Settlement dated 14th February, 1995.
- (B) A Bipartite Settlement was signed between IBA and National Organisation of Bank Workers (NOBW) on 22nd October, 1997 whereby NOBW agreed not to seek re-opening of any of the industry level settlements signed subsequent to Settlement dated 25th April 1980 and as such signed the Settlement dated 28th November, 1997 as one of the Unions representing workmen employees of the banks.
- (C) The AIBEA, NCBE, BEFI, INBEF and NOBW (hereinafter jointly called the Unions) submitted a joint Charter of Demands dated 28th November 1997 for revision of wages and other service conditions to the IBA and requested for negotiations on the same, with a view to arriving at an amicable settlement.
- (D) The IBA also raised with the Unions, during negotiations, issues on behalf of the managements of the banks concerned, to be discussed and settled with a view to improving productivity, efficiency, customer service, discipline and maintaining harmonious industrial relations.
- (E) The Unions put forward a demand for giving yet another opportunity to those employees who had not opted for pension

earlier. While IBA expressed its inability to consider the demand of the Unions, on their insistence however, it agreed to forward the demand to the Government of India.

- (F) The parties initially agreed after prolonged negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be 12.25% of the wage bill of workmen employees for the year ended 31st March, 1997 including the cost of superannuation benefits and accordingly signed a Memorandum of Understanding on 11th March, 1999 at Mumbai. It is agreed that for the purpose of this Settlement Pension be costed at 18.25% of the incremental Pay arrived at by merger of Dearness Allowance at CPI 1616 points with the Pay as per the Settlement dated 14th February, 1995 and 14th December, 1996.
- (G) The parties thereafter negotiated the aforesaid demands and issues on several occasions and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (H) The agreement reached as aforesaid shall amend, modify and supersede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

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

## **TERMS OF SETTLEMENT**

### **GENERAL**

1. In respect of 55 'A' Class Banks listed in Schedule I, to this Memorandum of Settlement except the State Bank of India, Indian Overseas Bank, State Bank of Saurashtra and Bank of Baroda, the provisions of the Sastry Award as finally modified and enacted by the Industrial Disputes (Banking Companies)

Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1 of 1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the settlements dated 19th October, 1966, 12th October, 1970, 23rd July, 1971, 8th November, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions except to the extent the same are modified by this settlement.

2. (i) In respect of State Bank of India, the provisions of the Awards as modified by the Settlements dated 31st March, 1967, 24th February, 1970, 15th September, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
- (ii) In respect of State Bank of Saurashtra, the provisions of the Awards as further modified by the Settlements dated 11th November, 1966, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.



- (iii) In respect of Bank of Baroda, the provisions of the Awards as further modified by the Settlements dated 23rd December, 1966, 19th December, 1970, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
  - (iv) In respect of Indian Overseas Bank the provisions of the Awards as further modified by the Settlements dated 14th December, 1966, 17th December, 1970, 29th July, 1972, 23rd March, 1973, 1st August, 1979, 31st October, 1979, 21st April, 1980, 8th September, 1983, 17th September, 1984, 5th January, 1987, 10th April, 1989, 29th June, 1990, 16th July, 1991, 29th October, 1993, 14th February, 1995, 14th December, 1996 and 28th November, 1997 shall continue to govern the service conditions of the workmen except to the extent the same are modified by this settlement.
  - (v) In respect of State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank, Settlements referred to in Clauses 2(i), (ii), (iii) and (iv) above refer to settlements entered into between State Bank of India, State Bank of Saurashtra, Bank of Baroda and Indian Overseas Bank with the All India State Bank of India Staff Federation, All India Bank of Baroda Employees' Federation and the All India Overseas Bank Employees' Union, respectively, representing the workmen of those banks (hereinafter referred to as the said separate settlements).
3. (i) The provisions of the said Awards, the First Bipartite Settlement dated 19th October, 1966 and/or other subsequent settlement(s) including the above mentioned

separate settlements hereinafter collectively referred to as said settlements shall stand amended, modified or superseded to the extent and in the manner detailed hereunder.

- (ii) Provisions in the aforesaid Awards/Settlements which have not been amended/modified or superseded by this Settlement shall continue to remain in force.

**4. Scales of Pay**

In supersession of Clause 4 of Bipartite Settlement dated 14th February, 1995 and Clause 1 of Bipartite Settlement dated 14th December 1996, with effect from 1st November, 1997 the scales of pay shall be as under:-

Clerical Staff								
3020	135	3425	225	4100	320	5380	340	6400
	3		3		4		3	
380	7920	680	8600	380	8980	(20 years)		
4		1		1				
Subordinate Staff								
2750	55	2860	75	3010	90	3190	110	3520
	2		2		2		2	
130	4040	150	4490	170	5000	(20 years)		
4		3		3				
<p>Note:</p> <p>(a) Fitment in the new scales of pay shall be on a stage to stage basis.</p> <p>(b) There shall be no change in the dates of annual increments because of the fitment.</p>								

**5. Stagnation Increments**

In partial modification of Clause 5(a) of Bipartite Settlement dated 14th February, 1995, both clerical and subordinate staff shall be eligible for five stagnation increments with effect from 1st November, 1997 at the rates and frequencies-as stated hereunder :-

The clerical and the subordinate staff on reaching the maximum in their respective scales of pay shall draw FIVE stagnation increments at the rate of Rs.380/= and Rs.170/= each, due under this Settlement, and at frequencies of three years and two years respectively, from the dates of reaching the maximum of their scales as aforesaid.

Provided that a clerical / subordinate staff already in receipt of four stagnation increments shall be eligible for the fifth stagnation increment on 1st November, 1999 or 3/2 years respectively after receiving the fourth stagnation increment whichever is later. In respect of employees who had received their fourth stagnation increment on or after 1st November, 1996 but before 1st November, 1997, the fifth stagnation increment shall be released on and from 1st November, 1999.

Provided further that an employee who has on or after 1.11.1997 but on or before the date of this Settlement received the 4th Stagnation Increment in terms of the provisions of the Sixth Bipartite Settlement dated 14th February, 1995 would have the date of release of this increment notionally preponed in terms of this Settlement and his Fifth Stagnation Increment released accordingly. There shall however be no payment of any arrears of pay and allowances on account of such preponement.

6. **Definition of 'Pay'**

- (i) Allowances hitherto termed as Special Allowance, Graduation Allowance, Professional Qualification Allowance and Officiating Allowance which are in the nature of 'pay', attracting Dearness Allowance and ranking for superannuation benefits shall henceforth be termed as Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, respectively.
- (ii) In supersession of Clause 12 of the Bipartite Settlement dated 14th February, 1995 and Clause I of the Bipartite Settlement dated 14th December, 1996 'Pay' for the purpose of D.A., HRA and Superannuation benefits shall mean Basic Pay, Stagnation increments, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any.

Note :

- (i) The increment component of Fixed Personal Pay as given in column 2 of Schedule III shall rank for superannuation benefits.
- (ii) For workmen who were in service in Area I as on 31st December, 1969, and entitled to receive CCA, only that amount of CCA which would have been payable to him as per the terms and conditions as applicable then, shall rank for Provident Fund to the extent of 50% subject to a maximum of Rs.30/- p.m.

7. **Dearness Allowance**

In substitution of Clause 6 of Bipartite Settlement dated 14th February 1995 with effect from 1st November, 1997 the

dearness allowance shall be payable as per the following rates : -

- (i) **Subordinate Staff.**  
0.24% of 'pay'
- (ii) **Clerical Staff**
  - a) 0.24% of 'pay' upto Rs.7100/- plus
  - b) 0.20% of 'pay' above Rs.7100/- and upto Rs.11,300/- plus
  - c) 0.12% of 'pay' above Rs.11,300/-

**Note :**

- (a) Dearness Allowance in the above manner shall be paid for every rise or fall of 4 points over 1684 points in the quarterly average of the All India Average Working Class Consumer Price Index (General) Base 1960 = 100.
- (b) It is clarified that there shall be no ceiling on Dearness Allowance.
- (c) Dearness Allowance shall be calculated and paid on Basic Pay, Special Pay, Graduation Pay, Professional Qualification Pay and Officiating Pay, if any, payable under this settlement in respect of both clerical and subordinate staff.
- (d) All other existing provisions relating to Dearness Allowance Scheme shall remain unchanged.

**8. City Compensatory Allowance**

In substitution of Clause 7 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999 the

City Compensatory Allowance shall be payable as per the following rates :

<b>A.</b>	<b>Clerical Staff</b>	
	(i) At the higher CCA Centres including the State of Goa	4% of Basic Pay Minimum Rs.125/- p.m. Maximum Rs.250/- p.m.
	(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	3% of Basic Pay Minimum Rs.100/- p.m. Maximum Rs.200/- p.m.
<b>(B)</b>	<b>Subordinate Staff</b>	
	(i) At the higher CCA Centres including the State of Goa	4% of Basic Pay Maximum Rs.175/- p.m.
	(ii) At the lower CCA Centres i.e. places with population of 5 lakhs and over, State Capitals, Chandigarh, Pondicherry and Port Blair.	3% of Basic Pay Maximum Rs.125/- p.m.

**Note**

All other existing provisions relating to City Compensatory Allowance shall remain unchanged.

**9. House Rent Allowance**

In substitution of Clause 8 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999 the house rent allowance payable shall be as under :

	AREA	Rate as percentage of Pay No Minimum/No Maximum
(i)	Places with population of more than 12 lakhs	8.5
(ii)	Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories.	7.5
(iii)	Places with population below 2 lakhs.	6.5
<p><b>Note</b></p> <p>(1) Where quarters are provided, HRA shall not be payable, and the rent to be recovered shall be 2.5% of the first stage of the Scales of Pay.</p> <p>(2) All other existing provisions relating to House Rent Allowance shall remain unchanged.</p>		

#### 10. *Transport Allowance*

In partial modification of Clause 9 of the Bipartite Settlement dated 14th February, 1995 and Clause 2 of the Bipartite Settlement dated 14th December, 1996 the nomenclature of "Conveyance Allowance" shall be termed as "Transport Allowance" and the same shall be paid @ Rs.65/= per month with effect from 1st November, 1999.

Note :

- (i) All permanent part time employees including those on probation drawing scale wages shall be paid transport allowance on pro-rata basis.

- (ii) This provision by itself will not preclude the payment of any existing allowance of this nature paid as a result of Government guidelines/bank level settlements.

**11. Special Pay**

In supersession of Clause 10 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st April, 1998 :

- (i) The Special Pay, Graduation Pay and Professional Qualification Pay payable to the clerical staff and the Special Pay payable to the subordinate staff in banks other than State Bank of India, shall be as mentioned in Schedule II to this Settlement.
- (ii) The Special Pay, Graduation Pay and Professional Qualification Pay as mentioned in Schedule II shall rank for superannuation benefits.
- (iii) The duties for those drawing Special Pay in banks other than State Bank of India, shall be as set out in Schedule III to the Bipartite Settlement dated 17th September, 1984 and 14th February, 1995. In all other respects, the General Rules and Provisions contained in Chapter V of the Bipartite Settlement dated 19th October, 1966 as modified from time to time shall continue to apply.
- (iv) The rates and duties of Special Pay carrying posts for workmen staff in State Bank of India may be reviewed and settled at the bank level keeping in view the overall relativity in respect of Special Pay revised under this settlement.



## 12. *Hill and Fuel Allowance*

In partial modification of Clause 15(a) of the Bipartite Settlement dated 10th April, 1989 and Clause 13 of the Bipartite Settlement dated 14th February, 1995, the Hill and Fuel Allowance shall be payable at the following rates with effect from 1st November, 1999 :

- (i) At places situated at a height of : 10% of pay  
3000 metres and above (Max. Rs.750/-)
- (ii) At places situated at a height of : 5% of pay  
and over 1500 metres but (Max. Rs.260/-)  
below 3000 metres
- (iii) At places situated at a height of : 4% of pay  
over 1000 metres but less than (Max. Rs.220/-)  
1500 metres and Mercara Town

Note : All other existing provisions shall remain unchanged.

## 13. *Fixed Personal Pay*

The nomenclature of Fixed Personal Allowance shall be henceforth termed as Fixed Personal Pay. In partial modification of Clause XIV of the Bipartite Settlement dated 29th October, 1993 and Clause 11 of the Bipartite Settlement dated 14th February, 1995, the Fixed Personal Pay shall be revised with effect from 1st November, 1999 as per Schedule III. There shall be no shifting in the date/s of release of Graduation Pay/ Professional Qualification Pay on account of payment of Fixed Personal Pay in the same year.

Provided that in respect of an employee who on account of the provisions of Clause XI of Bipartite Settlement dated 14th February, 1995 had his Graduation Allowance and / or Professional Qualification Allowance shifted by a year and where such

Graduation Pay / Professional Qualification Pay is due for release on a day subsequent to 1st November, 1999 then such Graduation Pay / Professional Qualification Pay shall be released to him on 1.11.1999 and subsequent release of Graduation Pay / Professional Qualification Pay, at annual intervals of one year shall be with reference to 1.11.1999.

**14. *Payment of Overtime Allowance***

The overtime allowance paid to the employees for the overtime work performed upto 31st March 2000 shall not be recalculated on account of this Settlement.

**15. *Provident Fund***

In supersession of Clause 15 of the Bipartite Settlement dated 14th February, 1995, the rate of Provident Fund shall be revised as under :-

- (i) 10% of 85% of Pay from 1-4-1998 to 31-10-1999
- (ii) 10% of full Pay from 1-11-1999 onwards.

**16. *Pension***

In relation to an employee who retires or dies while in service on or after the 1st day of April, 1998 'Pay' for the purpose of Pension shall be the aggregate of the pay drawn by the member of the award staff in terms of the Sixth Bipartite Settlement dated 14th February, 1995 and the dearness allowance thereon calculated upto index number 1616 points in the All India Average Consumer Price Index for Industrial Workers in the series 1960 = 100. This shall be subject to the necessary amendments to be made to the relevant provisions of Bank (Employees') Pension Regulations, 1995.

**17. Medical Aid**

In substitution of Clause 16 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999, the reimbursement of medical expenses under medical aid scheme shall be restricted to an amount of :

- (i) Rs.1000/- per annum for workmen with service upto 5 years till the completion of 5th year
- (ii) Rs.1200/- per annum for workmen who have completed 5 years of service and above.

For the year 1999, the reimbursement of medical expenses under the medical aid scheme shall be enhanced proportionately for two months i.e. November and December, 1999.

**18. Hospitalisation**

In substitution of Clause 17 of the Bipartite Settlement dated 14th February, 1995, with effect from 1st November, 1999, the reimbursement of hospitalisation expenses shall be as agreed hereunder :

- (i) The rates and ceilings indicated under Schedule V of the Bipartite Settlement dated 14th February, 1995 shall stand enhanced by 20%.
- (ii) The following diseases shall also become eligible for domiciliary treatment :-  
Hepatitis - B, Haemophilia and Myaestheniagravis.

**19. Reimbursement of Expenses on Road Travel**

In substitution of Clause 18 of the Bipartite Settlement dated 14th February, 1995, with effect from the date of this Settlement

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 @ Rs.1.20 per km., whichever is less.

**20. Part Time Employees**

(i) In partial modification of Clause I of the Bipartite Settlement dated 28th November, 1997, with effect from 1st November, 1997, Part Time employees whose normal working hours per week are as given below shall be paid consolidated wages as under :

(a) Upto 3 hours : at bank's discretion with a minimum of Rs.450/- p.m.

(b) More than 3 hours : at bank's discretion with  
but less than minimum of  
6 hours Rs.740/- p.m.

(ii) In partial modification of Clause 18.2 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1999, Part Time employees drawing scale wages shall also be eligible for reimbursement of Hospitalisation Expenses on pro-rata basis.

**21. Washing Allowance**

In partial modification of Clause 9 of the Bipartite Settlement dated 10th April, 1989, with effect from 1st November, 1999, washing allowance shall be payable @ Rs.50/- p.m.

**22. Cycle Allowance**

In supersession of Clause 1 of Bipartite Settlement dated 16th July, 1991 with effect from 1st April, 2000, 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 :-

Mumbai, Chandigarh, Coimbatore, Calcutta, Chennai, Delhi	-	Rs.45/- p.m.
All other places	-	Rs.35/- p.m.

**23. Halting Allowance**

In modification of Clause 14 of the Bipartite Settlement dated 14th February, 1995, with effect from the date of this Settlement, halting allowance shall be payable at the following rates for the days spent on duty outside the headquarters :-

	Higher CCA Centres	Lower CCA Centres	Higher Non CCA Centres	Lower Non CCA Centres	Non CCA Centres
Clerical Staff	Rs.145	Rs.145	Rs.190	Rs.125	Rs.125
Subordinate Staff	Rs.100	Rs.100	Rs.150	Rs.80	Rs.80

Per diem Per diem Per diem Per diem Per diem

**24. Split Duty Allowance**

In partial modification of Clause 4 of the Bipartite Settlement dated 28th November, 1997 with effect from 1st April, 2000, split duty allowance shall be payable as under :-

At C.C.A. Centres	At C.C.A. Centres	Rs.75/- p.m.	-	Rs.75/- p.m.
At Non - C.C.A. Centres	At Non - C.C.A. Centres	Rs.60/- p.m.	-	Rs.60/- p.m.

**25. Privilege Leave**

The following proviso may be added to Clause V (i) of Bipartite Settlement dated 8th November, 1973 :-

Provided that fraction of a day of earned leave, if any, shall be taken as a full day.

The above provision will apply for crediting privilege leave from the Calendar Year 2001.

**26. Maternity Leave**

The earlier provisions relating to maternity leave as in Clause 13.37 and Clause 13.38 of Bipartite Settlement dated 19th October, 1966 shall be substituted by the following :

- (a) Maternity leave, which shall be on substantive pay, shall be granted to a female employee for a period not exceeding 6 months on any one occasion and 12 months during the entire period of her service.
- (b) Within the overall period of 12 months, leave may also be granted in case of miscarriage/abortion/MTP.
- (c) Leave may also be granted once during service to a childless female employee for legally adopting a child who is below one year of age for a maximum period of two months or till the child reaches the age of one year, whichever is earlier subject to the following terms and conditions :-
  - (i) Leave will be granted for adoption of only one child.
  - (ii) The adoption of a child should be through a proper legal process and the employee should produce the adoption-deed to the Bank for sanctioning such leave.

- (iii) The temporary and part-time employees are not eligible for grant of leave for adoption of a child.

**27. Sick Leave**

In partial modification of Para IX (3) of Bipartite Settlement dated 17th September, 1984, the following provisions shall apply with effect from the date of this Settlement.

Casual leave not availed by an employee in a Calendar Year shall be converted into Sick Leave on full substantive pay and such leave shall be over and above the maximum period provided in Para IX Sub-Paras (1) and (2) of Bipartite Settlement dated 17-9-1984.

Such leave not exceeding a day if availed on grounds of sickness, shall be allowed without production of medical certificate.

**28. Compensation on Transfer**

In supersession of Clause 5 of Bipartite Settlement dated 28th November, 1997 with effect from the date of this Settlement compensation on transfer shall be as under :-

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

Clerical Staff                      Rs.600/-

Subordinate Staff                      Rs.400/-

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

Clerical Staff                      Rs.400/-

Subordinate Staff                      Rs.300/-

**29. Paradip Port Town Allowance**

In supersession of Clause 7 of the Bipartite Settlement dated 28th November, 1997 employees posted and working in branches situated in Paradip Port Town shall be paid with effect from 1st November, 1999 Paradip Port Town Allowance @ 5% of Basic Pay.

**30. Computerisation & Mechanisation**

Given the environment of competition in the banking industry gaining momentum day by day, it is imperative that the banks are well equipped with state of art technology to enhance customer satisfaction which in turn enhances efficiency and productivity. With the above in view, it is agreed between the parties to amend / modify the Computerisation Settlement dated 29th October, 1993 to the extent as stated herein under :

- (a) Banks may computerise 70% of their business. They may, in their discretion, computerise partly or fully, operations in branches and administrative offices irrespective of their location / classification and number of vouchers obtaining thereat. Determination of 'business' for this purpose shall be as per RBI guidelines issued from time to time.
- (b) Staff rendered surplus due to computerisation will be deployed suitably in vacancies as per the provisions of this Settlement.
- (c) A Standing Committee comprising representatives of the management of the bank and the workmen union will monitor and oversee the operations of computerisation/ mechanisation so as to ensure strict adherence to the terms and conditions of this Settlement.



**31. *Business Hours***

In supersession of clause 22(b) of the Bipartite Settlement dated 10th April, 1989, it is agreed that it is the managements' prerogative to introduce extended business hours, shift system in branches and seven day banking modules depending upon the business potential, the needs and aspirations of the customers. etc. without affecting the total working hours of employees subject to statutory provisions of Shops and Establishments Act, wherever applicable.

**32. *Deployment of Staff***

It is generally perceived that there is scope for redeployment of staff in banking industry. There are pockets of surplus / deficit in areas of operation in different centres in different banks. It is desirable that these imbalances in deployment of staff are corrected. As it will not be possible / practicable to arrive at a uniform policy in this regard, having regard to the situation varying from bank to bank, the parties hereby agree that the matter be resolved at the level of each bank. Bank level agreements, if any, as of now may require appropriate amendments which shall be mutually settled.

**33. *Voluntary Cessation of Employment***

Clause 17 of the Fifth Bipartite Settlement dated 10th April, 1989, shall stand deleted.

**34. *Special provision for State Bank of India***

Special compensatory provisions in respect of State Bank of India may be reviewed and settled at bank level.

35. *Implementation*

(a) The various provisions of this Settlement shall take effect from the dates specified hereunder, unless provided to the contrary and the financial benefits emanating therefrom shall be given effect to within a period of 90 days from the date of this Settlement.

1. Scales of Pay, Dearness Allowance and consolidated wages to part time employees working for less than 6 hours per week. 1-11-1997
2. Provident Fund on 85% of Pay, Pension, Special Pay, Graduation Pay and Professional Qualification Pay 1-4-1998
3. Provident Fund on entire Pay, Gratuity, House Rent Allowance, City Compensatory Allowance, Washing Allowance, Hill & Fuel Allowance, Transport Allowance, Annual Medical Aid, Hospitalisation Expenses, Fixed Personal Pay, Paradip Port Town Allowance and Fifth Stagnation Increment 1-11-1999
4. Halting Allowance and all other items agreed to but not covered by the above Clauses. Date of Settlement
5. Split Duty Allowance, Cycle Allowance and Overtime Allowance 1-4-2000

It is clarified that while calculating the arrears for the period of the Settlement upto 31-10-1999, if the net difference between the existing total emoluments and the revised total emoluments after Provident Fund deduction is negative, the same shall be ignored.

- (b) From 1.11.1999, if the revised total monthly emoluments of an employee after deducting Provident Fund fall short of the existing total monthly emoluments after deducting Provident Fund, the difference shall be paid by way of a Temporary Adjusting Allowance which shall be adjusted to the extent of any net increase in basic pay, fixed personal pay, dearness allowance or any other allowance or a monthly benefit of any other type till it gets fully wiped off.
  - (c) With regard to the 3 weak banks viz. Indian Bank, United Bank of India and UCO Bank, if the management of these banks find it difficult to make payment of arrears, they may discuss with the Unions in their respective banks and reschedule amicably.
36. (a) This Settlement is entered into between the parties concerned taking due note of the proceedings in relation to this Settlement filed and pending as on date before the Hon'ble Calcutta High Court and the Hon'ble Mumbai High Court.
- (b) This Settlement is subject to and will abide by the result of the said proceedings and the orders, if any, which may be passed therein.

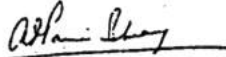
**37. Date of Effect and Operation**

- (i) This Settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Unions may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the 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, NCBE, BEFI, INBEF and NOBW 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.
- (iv) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

**38. Interpretation**

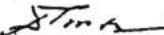
If there is any difference of opinion regarding interpretation of any of the provision of this Settlement the matter will be taken up only at the level of the Indian Banks' Association and the All India Bank Employees' Association, the National Confederation of Bank Employees, the Bank Employees' Federation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

For Indian Banks' Association  
Sd/-  
(S/Shri)



A T Pannir Selvam

Harbhajan Singh



Dalbir Singh

K C Chowdhary

K V Krishnamurthy

Y Radhakrishnan

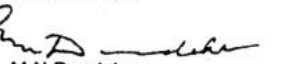
R Peter Joshua



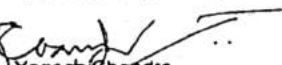
A D Navaneethan



K M Mehrotra



M N Dandekar



Yogesh Chandra



Allen C A Pereira

For All India Bank Employees' Association  
Sd/-  
(S/Shri)

N Sampath

P N Tewari

R D Trivedi

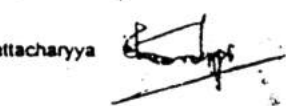
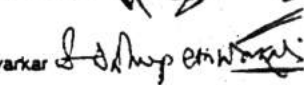
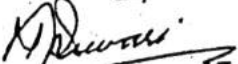
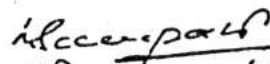
Tarakeswar Chakraborti

S D Dhopeswarker


K Sreenivasan

Ramanand

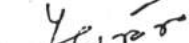
Kamal K. Bhattacharyya




For National Confederation of  
Bank Employees  
Sd/-  
(S/Shri)


  
L Balasubramanian

  
K K Bandish

  
K K Arora

  
D Venugopal Reddy

  
T Selvaraj

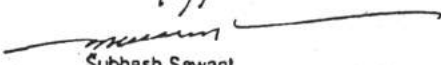
  
Y Tharak Netti

  
Milind Nadkarni

  
N K Paiwal

For Indian National Bank  
Employees' Federation  
Sd/-  
(S/Shri)

  
R P K Murugesan

  
Subhash Sawant

  
Jogen Sarkar

For Bank Employees' Federation  
of India

Did not Sign

For National Organisation of  
Bank Workers

Did not Sign

WITNESSES  
(S/Shri)


  
G Sankaranarayanan

  
Himadri Dutta


H V Rai

  
C H Venkatachalam

S D Mishra

  
I B Shah

  
Umesh Naik

  
Suresh K Mehra

  
R Kunchithapatham

  
O P Sharma

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

SCHEDULE I

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. The Bank of Rajasthan Ltd.



29. The Benares State Bank Ltd.
30. Bharat Overseas Bank Ltd.
31. The Catholic Syrian Bank Ltd.
32. The Dhanalakshmi Bank Ltd.
33. The Federal Bank Ltd.
34. The Jammu & Kashmir Bank Ltd.
35. Karnataka Bank Ltd.
36. The Karur Vysya Bank Ltd.
37. The Lakshmi Vilas Bank Ltd.
38. Lord Krishna Bank Ltd.
39. The Nainital Bank Ltd.
40. The Nedungadi Bank Ltd.
41. The Ratnakar Bank Ltd.
42. The Sangli Bank Ltd.
43. The South Indian Bank Ltd.
44. The Vysya Bank Ltd.
45. ABN Amro Bank N.V.
46. ANZ Grindlays Bank p.l.c.
47. American Express Bank Ltd.
48. Bank of America NT & SA
49. The Bank of Tokyo - Mitsubishi Ltd.
50. Banque National De Paris
51. Citibank N.A.
52. The Hongkong and Shanghai Banking Corpn. Ltd.
53. The Sakura Bank Ltd.
54. Sonali Bank
55. Standard Chartered Bank

*[Note : The British Bank of the Middle East which figured in the Schedule to MoU dated 11th March, 1999 stands merged with The Hongkong and Shanghai Banking Corpn. Ltd.]*

## SPECIAL PAY

## PART I

For Clerical Staff	Amount of Special Pay Rs.
1. Telephone Operator	108
2. Relieving Telephone Operator	56
3. Audit Clerk - Category 'A'	182
- Category 'B'	343
4. Comptist	213
5. Telex Operator	269
6. Teller - Category 'A'	351
- Category 'B'	587
7. Punch Card Operator	298
8. Accounting Machine Operator	460
9. IBM/ICT Machine Operator	522
10. Stenographer	522
11. Head Clerk	522
12. Assistant Head Cashier	
- Units of 5 Clerks and above	331
- Units of 4 Clerks and below	232
13. Cashier-in-charge of Cash in Pay Office or Branch	351

14.	Head Cashier - Category 'A'	
	- Units of 5 Clerks and above	460
	- Units of 4 Clerks and below	351
15.	Head Cashier - Category 'B'	
	- Units of 5 Clerks and above	522
	- Units of 4 Clerks and below	415
16.	Head Cashier - Category 'C'	585
17.	Head Cashier - Category 'D'	648
18.	Head Cashier - Category 'E'	906
19.	Special Assistant	971
20.	Agricultural Assistant	258
21.	Computer Operator	633
22.	Data Entry Operator	440
23.	Encoder Operator	378
24.	Advanced Ledger Posting Machine Operator	540
25.	Advanced Electronic Accounting Machine Operator	540

## SPECIAL PAY

For Subordinate	Amount of Special Pay Rs.
1. Cyclostyle Machine Operator	145
2. Liftman	178
3. Relieving Liftman	107
4. Cash Peon	178
5. Watchman/Watchman-cum-Peon	178
6. Armed Guard	300
7. Bill Collector	300
8. Daftary	352
9. Head Peon	406
10. Air Conditioning Plant Helper	816
11. Electrician	816
12. Driver	923
13. Head Messenger in Indian Overseas Bank	690

## PART II

### GRADUATION PAY / PROFESSIONAL QUALIFICATION PAY

For those workmen who hereafter reach or have already reached 20th stage of the scale and have got increments in consideration of educational qualification(s), Graduation Pay/Professional Qualification Pay shall be payable as under:

1. Those who are graduates and/or NDC -  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years
2. Those who have passed JAIIB or Part I of CAIB/CAIIB -  
Rs.129/- p.m. after they complete 1 year
3. Those who have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB -  
Rs.129/- p.m. after they complete 1 year  
Rs.258/- p.m. after they complete 2 years  
Rs.387/- p.m. after they complete 3 years
4. Those who are graduates/NDC and have passed JAIIB or Part I of CAIB/CAIIB -  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years  
Rs.371/- p.m. after they complete 3 years
5. Those who are graduates/NDC and have passed JAIIB and CAIIB or Both Parts of CAIB/CAIIB -  
Rs.121/- p.m. after they complete 1 year  
Rs.242/- p.m. after they complete 2 years  
Rs.371/- p.m. after they complete 3 years  
Rs.500/- p.m. after they complete 4 years  
Rs.629/- p.m. after they complete 5 years

SCHEDULE III

FIXED PERSONAL PAY

Area of Posting	Increment Component of FPP	Dearness Allowance as on 1.11.1997	Total FPP payable accommodation is provided	HRA payable where bank's accommodation is not provided	Total FPP payable where Bank's accommodation is not provided
(1)	(2)	(3)	(4)	(5)	(6)
<b>CLERICAL STAFF</b>					
(i) Places with population of more than 12 lakhs	380	15.96	396	32.30	429
(ii) Places with population of 2 lakhs and over [other than places in (i) above] and State Capitals and Capitals of Union Territories	380	15.96	396	28.50	425
(iii) Places with population below 2 lakhs	380	15.96	396	24.70	421
<b>SUBORDINATE STAFF</b>					
(i) Places with population of more than 12 lakhs.	170	8.56	179	14.45	194
(ii) Places with population of 2 lakhs and over [other than (i) above] and State Capitals and Capitals of Union Territories	170	8.56	179	12.75	192
(iii) Places with population below 2 lakhs	170	8.56	179	11.05	190

Note: FPP payable is rounded off to next higher rupee.

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**MEMORANDUM OF SETTLEMENT dated 27th March, 2000 between the Managements of 55 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the Bank Karmachari Sena Mahasangh.**

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

and

their workmen.

Representing the  
Employers  
(Member Banks)

- 1) Shri A T Pannir Selvam
- 2) Shri Harbhajan Singh
- 3) Dr. Dalbir Singh
- 4) Shri K C Chowdhary
- 5) Shri K V Krishnamurthy
- 6) Shri Y Radhakrishnan
- 7) Shri R Peter Joshua
- 8) Shri A D Navaneethan
- 9) Shri K M Mehrotra
- 10) Shri M N Dandekar
- 11) Shri Yogesh Chandra
- 12) Shri Allen C A Pereira

Duly authorised on behalf of  
the Indian Banks' Association

Representing the	1) Shri Sudhir Joshi
Workmen Union	2) Shri Umakant Kotnis
	3) Shri Rajan Tulaskar
	4) Shri Baban Gaonkar
	5) Shri Uttam Yadav
	6) Shri Nandkumar Nikam
	7) Shri Nitin Kamath

**Bank Karmachari Sena Mahasangh**

**SHORT RECITAL OF THE CASE**

- (A) The Indian Banks' Association (IBA) on behalf of its member banks named in the respective Schedule, signed settlements with the All India Bank Employees' Association (AIBEA), National Confederation of Bank Employees (NCBE), Bank Employees' Federation of India (BEFI) and Indian National Bank Employees' Federation (INBEF) representing the workmen employees of the Banks mentioned in the said Schedule on 14th February, 1995, 14th December, 1996 and 28th November, 1997 inter-alia regarding various terms and conditions of their service. The Settlement dated 14th December 1996 was co-terminus with the Settlement dated 14th February, 1995.
- (B) A Bipartite Settlement was signed between IBA and National Organisation of Bank Workers (NOBW) on 22nd October, 1997 whereby NOBW agreed not to seek re-opening of any of the industry level settlements signed subsequent to Settlement dated 25th April 1980 and as such signed the Settlement dated 28th November, 1997 as one of the Unions representing workmen employees of the banks.
- (C) Bank Karmachari Sena Mahasangh submitted to the IBA on 3rd July, 1997 a Charter of Demand seeking revision of wages and other service conditions of workmen employees in the banking industry.
- (D) In the course of conciliation proceedings held before the Regional Labour Commissioner (Central), Mumbai on 23rd February, 1999 on industrial disputes raised by the Bank Karmachari Sena Mahasangh it was agreed that IBA would call the Union for discussions on the Charter of Demands.
- (E) Bank Karmachari Sena Mahasangh vide its letter dated 12th March, 1999 consented to abide by all the previous Settlements signed by the IBA with the other workmen unions.
- (F) The IBA also raised with the Union, during negotiations, issues on behalf of the managements of the concerned banks, to be discussed and settled with, a view to improving productivity, efficiency, customer service, discipline and harmonious industrial relations.



- (G) The Union put forward a demand for giving yet another opportunity to those employees who had not opted for pension earlier. While IBA expressed its inability to consider the demand of the Unions, on their insistence however, it agreed to forward the demand to the Government of India.
- (H) The parties agreed after negotiations that the total quantum of wage increase arising out of a Settlement to be signed in this regard shall be 12.25% of the wage bill of workmen employees for the year ended 31st March, 1997 including the cost of superannuation benefits and accordingly signed a Memorandum of Understanding on 12th March, 1999 at Mumbai. It is agreed that for the purpose of this Settlement Pension be costed at 18.25% of the incremental Pay arrived at by merger of Dearness Allowance at CPI 1616 points with the Pay as per the Settlement dated 14th February, 1995 and 14th December, 1996.
- (I) The parties thereafter negotiated the aforesaid demands and issues on several occasions and have now reached an agreement as set out hereinunder in full satisfaction of their demands.
- (J) The agreement reached as aforesaid shall amend, modify and supercede the relevant provisions of the Awards and the Settlements wherever referred to in this Settlement.

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

## TERMS OF SETTLEMENT

### GENERAL

For Clauses 1 to 36 and Schedules I to III refer Settlement signed between IBA and All India Bank Employees' Association, National Confederation of Bank Employees and Indian National Bank Employees' Federation.

**37. Date of Effect and Operation**

- (i) This Settlement shall be binding on the parties for five years from 1st November, 1997. Six months before the Settlement expires, the Union may submit their charter of demands to the IBA. The negotiations will commence before the last three months of the expiry of the 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 Bank Karmachari Sena Mahasangh 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.
- (iv) Copies of the Memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes (Central) Rules, 1957 so that terms and conditions thereof are binding on the parties as provided in law.

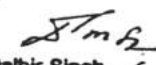
**38. Interpretation**

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 Bank Karmachari Sena Mahasangh for discussion and settlement.

For Indian Banks' Association  
Sd/-  
(S/Shri)

  
A T Pannir Selvam

Harbhajan Singh

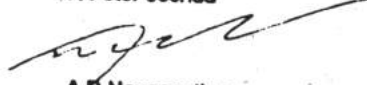
  
Dalbir Singh

K C Chowdhary

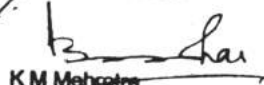
K V Krishnamurthy

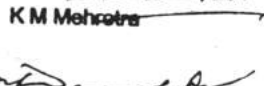
Y Radhakrishnan

R Peter Joshua



A D Navaneethan

  
K M Mehrotra

  
M N Dandekar

  
Yogesh Chandra

  
Allen C A Pereira

For Bank Karmachari Sena Mahesingh  
Sd/-  
(S/Shri)

Sudhir Joshi

  
Umakant Kotnis

Umakant Kotnis

Rajan Tulsekar



WITNESSES  
(S/Shri)

  
G Sankaranarayanan

  
Himadri Dutta

Baban Gaonkar

  
Uttam Yadav

Uttam Yadav

**MEMORANDUM OF SETTLEMENTS**

dated

**10<sup>th</sup> April, 2002 / 27<sup>th</sup> May, 2002**

on

**DISCIPLINARY ACTION**

**&**

**PROCEDURE THEREFOR**

**MEMORANDUM OF SETTLEMENT dated 10<sup>th</sup> April, 2002  
between the Management of 52 'A' Class Banks as represented  
by the Indian Banks' Association and their workmen as  
represented by the All India Bank Employees' Association,  
National Confederation of Bank Employees, Indian National  
Bank Employees' Federation.**

---

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

Representing the  
Employers  
(Member Banks)

- 1) Dr. Dalbir Singh
- 2) Shri V Leeladhar
- 3) Shri R V Shastri
- 4) Shri S S Kohli
- 5) Shri K V Krishnamurthy
- 6) Shri S Santhanakrishnan
- 7) Shri K C Chowdhary
- 8) Shri Allen C A Pereira

Duly authorised on behalf of the  
**Indian Banks' Association**

Representing the  
Workmen

- 1) Shri S D Dhopeswarkar
- 2) Shri P N Tewari
- 3) Shri R D Trivedi
- 4) Shri P D Singh
- 5) Shri P M Joseph
- 6) Shri Tarakeswar Chakraborti
- 7) Shri CH Venkatachalam

- 8) Shri Kamal Bhattacharyya
- 9) Shri Ramanand
- 10) Shri N K Gaur
- 11) Shri Lalit Kumar Nagda
- 12) Shri Mahesh Misra
- 13) Shri D K Chatterjee
- 14) Ms. Lalitha Joshi
- 15) Shri Rajen Nagar

**All India Bank Employees' Association**

- 1) Shri L Balasubramanian
- 2) Shri P K Patnaik
- 3) Shri Y K Arora
- 4) Shri D Venugopal Reddy
- 5) Shri T Selvaraj
- 6) Shri Y Tharak Nath
- 7) Shri Milind Nadkarni
- 8) Shri S D Mishra
- 9) Shri Umesh P Naik
- 10) Shri V K Gupta
- 11) Shri S A Kadri
- 12) Shri Ananta Kalita
- 13) Shri Raphy Kunjappu
- 14) Shri B S Venkatanarasaiah
- 15) Shri Raju Sarvaiya

**National Confederation of Bank Employees**

- 1) Shri R P K Murugesan
- 2) Shri Subhas S Sawant
- 3) Shri S Goerge Timothy
- 4) Shri R Kunchithapatham
- 5) Shri O P Sharma
- 6) Shri Siddharth B Menon

**Indian National Bank Employees Federation**

## SHORT RECITAL OF THE CASE

### WHEREAS

- a) In respect of 52 'A' class banks listed in the Schedule to this Memorandum of Settlement except the State Bank of India, State Bank of Saurashtra, Indian Overseas Bank and Bank of Baroda, provisions of para 521 of the Sastry Award as finally, modified and enacted by the Industrial Dispute (Banking Companies) Decision Act, 1955; the Industrial Dispute (Banking Companies) Decision Amendment Act, 1957 and the provisions of paras 18.20, 18.24 and 18.28 of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1/1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19.10.1966, 31.10.1979, 22.11.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in these banks;
- b) In respect of State Bank of India, the said Awards as further modified by Settlements dated 31.10.1979, 28.11.1981 (entered into between State Bank of India and All India State Bank of India Staff Federation), 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- c) In State Bank of Saurashtra the provisions of the said Awards as further modified by a Settlement dated 11.11.1966 (entered into between State Bank of Saurashtra and All India State Bank of India Staff Federation) 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- d) In respect of Indian Overseas Bank, the provisions of the said Awards as further modified by the Settlements dated 14.12.1966

(entered into between IOB and the All Indian Overseas Bank Employees' Union), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;

- e) In respect of Bank of Baroda, the provisions of the said Awards as further modified by the Settlements dated 23.12.1966 (entered into between Bank of Baroda and All India Bank of Baroda Employees' Federation), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- f) A Memorandum of Settlement was signed on 27<sup>th</sup> March, 2000 between Indian Banks' Association (IBA) on behalf of the member banks named in the Schedule thereto, on one hand and the All India Bank Employees' Association, National Confederation of Bank Employees, Indian National Bank Employees Federation representing workmen employees of the banks on the other, regarding various terms and conditions of their service;
- g) The parties had then agreed that certain modifications/improvements suggested by the Indian Banks' Association in the Chapter on Disciplinary Action Procedure for workmen shall be discussed and resolved as early as possible.
- h) The parties accordingly discussed the modifications/improvements including consolidation of the provisions of the said Awards as modified by Settlements which govern the Disciplinary Action Procedure for workmen in banks and have now reached an agreement in respect of the same.

NOW, it is hereby agreed and declared by and between the parties hereto as under :



## TERMS OF SETTLEMENT

- I. The provisions of the said Awards, the First Bipartite Settlement dated 19.10.1966 and/or other subsequent Settlements dated 11.11.1966, 14.12.1966, 23.12.1966, 31.10.1979, 22.11.1979, 28.11.1981, 8.9.1983, 17.9.1984 and 14.2.1995 hereinafter collectively referred to as the said Settlements shall stand superseded and substituted by and in the manner detailed hereunder :-

### Disciplinary Action and Procedure therefor

1. A person against whom disciplinary action is proposed or likely to be taken shall in the first instance, be informed of the particulars of the charge against him and he shall have a proper opportunity to give his explanation as to such particulars. Final orders shall be passed after due consideration of all the relevant facts and circumstances. With this object in view, the following shall apply.
2. By the expression "offence" shall be meant any offence involving moral turpitude for which an employee is liable to conviction and sentence under any provision of Law.
3. (a) When in the opinion of the management an employee has committed an offence, unless he be otherwise prosecuted, the bank may take steps to prosecute him or get him prosecuted and in such a case he may also be suspended.  
(b) If he be convicted, he may be dismissed with effect from the date of his conviction or be given any lesser form of punishment as mentioned in Clause 6 below.  
(c) If he be acquitted, it shall be open to the management to proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharges. How-

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

- (d) If he prefers an appeal or revision application against his conviction and is acquitted, in case he had already been dealt with as above and he applies to the management for reconsideration of his case, the management shall review his case and may either reinstate him or proceed against him under the provisions set out below in Clauses 11 and 12 infra relating to discharge, and the provision set out above as to pay, allowances and the period of suspension will apply, the period up-to-date for which full pay and allowances have not been drawn being treated as one of suspension. In the event of the management deciding, after enquiry not to continue him in service, the employee shall be liable only for termination with three months' pay and allowance in lieu of notice, as directed above.
4. If after steps have been taken to prosecute an employee or to get him prosecuted, for an offence, he is not put on trial within a year of the commission of the offence, the management may then deal with him as if he had committed an act of "gross misconduct" or of "minor misconduct", as defined below;

provided that if the authority which was to start prosecution proceedings refuses to do so or comes to the conclusion that there is no case for prosecution it shall be open to the management to proceed against the employee under the provisions set out below in Clauses 11 and 12 infra relating to discharge, but he shall be deemed to have been on duty during the period of suspension, if any, and shall be entitled to the full wages and allowances and to all other privileges for such period. In the event of the management deciding, after enquiry, not to continue him in service, he shall be liable only for termination with three months' pay and allowances in lieu of notice as provided in Clause 3 above. If within the pendency of the proceedings thus instituted he is put on trial such proceedings shall be stayed pending the completion of the trial, after which the provisions mentioned in Clause 3 above shall apply.

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

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

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

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

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

- (e) willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
- (f) habitual doing of any act which amounts to "minor misconduct" as defined below, "habitual" meaning a course of action taken or persisted in, notwithstanding that at least on three previous occasions censure or warnings have been administered or an adverse remark has been entered against him;
- (g) willful slowing down in performance of work;
- (h) gambling or betting on the premises of the bank
- (i) speculation in stocks, shares, securities or any commodity whether on his account or that of any other persons;
- (j) doing any act prejudicial to the interest of the bank or gross negligence or negligence involving or likely to involve the bank in serious loss;
- (k) giving or taking a bribe or illegal gratification from a customer or an employee of the bank;
- (l) abetment or instigation of any of the acts or omissions above mentioned.
- (m) Knowingly making a false statement in any document pertaining to or in connection with his employment in the bank.
- (n) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank and where the employee is caught in the act of resorting to such unfair practice and a report to that effect has been received by the bank from the concerned authority.

- (o) Resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by the above Sub-Clause(n) and where a report to that effect has been received by the bank from the concerned authority and the employee does not accept the charge.
- (p) Remaining unauthorisedly absent without intimation continuously for a period exceeding 30 days.
- (q) Misbehaviour towards customers arising out of bank's business.
- (r) Contesting election for parliament/ legislative assembly/ legislative council/local bodies/municipal corporation/ panchayat, without explicit written permission of the bank.
- (s) Conviction by a criminal Court of Law for an offence involving moral turpitude.
- (t) indulging in any act of 'sexual harassment' of any woman at her workplace.

Note : Sexual harassment shall include such unwelcome sexually determined behaviour (whether directly or otherwise) as

- (a) physical contact and advances;
  - (b) demand or request for sexual favours;
  - (c) sexually coloured remarks;
  - (d) showing pornography; or
  - (e) any other unwelcome physical verbal or non-verbal conduct of a sexual nature.
- (u) (*For State Bank of India*)

the giving or taking or abetting the giving or taking of dowry or demanding directly or indirectly from the parents or guardians of a bride or bridegroom, as the case may be, any dowry.

Explanation – For the purpose of sub-clause (u) the word 'dowry' has the same meaning as in the "Dowry Prohibition Act, 1961"

6. An employee found guilty of gross misconduct may:
- (a) be dismissed without notice; or
  - (b) be removed from service with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
  - (c) be compulsorily retired with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
  - (d) be discharged from service with superannuation benefits i.e. Pension and / or Provident Fund and Gratuity as would be due otherwise under the Rules or Regulations prevailing at the relevant time and without disqualification from future employment; or
  - (e) be brought down to lower stage in the scale of pay up to a maximum of two stages; or
  - (f) have his increment/s stopped with or without cumulative effect; or
  - (g) have his special pay withdrawn; or
  - (h) be warned or censured, or have an adverse remark entered against him;
- or
- (i) be fined.

7. By the expression "minor misconduct" shall be meant any of the following acts and omissions on the part of an employee:
- (a) absence without leave or overstaying sanctioned leave without sufficient grounds;
  - (b) unpunctual or irregular attendance;
  - (c) neglect of work, negligence in performing duties;
  - (d) breach of any rule of business of the bank or instruction for the running of any department;
  - (e) committing nuisance on the premises of the bank;
  - (f) entering or leaving the premises of the bank except by an entrance provided for the purpose;
  - (g) attempt to collect or collecting moneys within the premises of the bank without the previous permission of the management or except as allowed by any rule or law for the time being in force;
  - (h) holding or attempting to hold or attending any meeting on the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;
  - (i) canvassing for union membership or collection of union dues or subscriptions within the premises of the bank without the previous permission of the management or except in accordance with the provisions of any rule or law for the time being in force;
  - (j) failing to show proper consideration, courtesy or attention towards officers, customers or other employees of the bank, unseemly or unsatisfactory behavior while on duty;
  - (k) marked disregard of ordinary requirements of decency and cleanliness in person or dress;

- (l) incurring debts to an extent considered by the management as excessive;
  - (m) resorting to unfair practice of any nature whatsoever in any examination conducted by the Indian Institute of Bankers or by or on behalf of the bank in cases not covered by sub-clause (n) under 'Gross Misconduct' and where a report to that effect has been received by the bank from the concerned authority and the employee accepts the charge;
  - (n) refusal to attend training programmes without assigning sufficient and valid reasons;
  - (c) Not wearing, while on duty, identity card issued by the bank;
  - (p) Not wearing, while on duty, the uniforms supplied by the bank, in clean condition.
8. An employee found guilty of minor misconduct may :
- (a) be warned or censured; or
  - (b) have an adverse remark entered against him; or
  - (c) have his increment stopped for a period not longer than six months.
9. A workman found guilty of misconduct, whether gross or minor, shall not be given more than one punishment in respect of any one charge.
10. In all cases in which action under Clauses 4, 6 or 8 may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and the evidence, if any, tendered by the said employee, the finding or findings, with the grounds



on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible and such record of the proceedings shall be signed by the officer who holds them, after which a copy of such record shall be furnished to the employee concerned if so requested by him in writing.

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

12. The procedure in such cases shall be as follows :-

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

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

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

OR

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

OR

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

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

- (b) Pending such inquiry or initiation of such inquiry he may be suspended, but if on the conclusion of the enquiry it is decided to take no action against him he shall be deemed to have been on duty and shall be entitled to the full wages and allowances and to all other privileges for the period of suspension; and if some punishment other than dismissal is inflicted the whole or a part of the period of suspension, may, at the discretion of the management, be treated as on duty with the right to a corresponding portion of the wages, allowances, etc.
- (c) In awarding punishment by way of disciplinary action the authority concerned shall take into account the gravity of the misconduct, the previous record, if any, of the employee and any other aggravating or extenuating circumstances, that may exist. Where sufficiently extenuating circumstances exist the misconduct may be condoned and in case such misconduct is of the "gross" type he may be merely discharged, with or without notice or on payment of a month's pay and allowances, in lieu of notice. Such discharge may also be given where the evidence is found to be insufficient to sustain the charge and where the bank does not, for some reason or other, think it expedient to retain the employee in question any longer in service. Discharge in such cases shall not be deemed to amount to disciplinary action.

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

**Explanation :** 'State' for the purpose, shall mean the area which constitutes a political State, but this explanation will not apply to SBI.

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

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

- (f) 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.
  - (g) 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.
13. Where the provisions of this Settlement conflict with the procedure or rules in force in any bank regarding disciplinary action, they shall prevail over the latter. There may, in such procedure or rules, exist certain provisions outside the scope of the provisions contained in this Settlement enabling the bank to dismiss, warn, censure, fine an employee or have his increment stopped or have an adverse remark entered against him. In all such cases also the provisions set out in Clauses 10 and 11 above shall apply.
14. The Chief Executive Officer or the Principal Officer in India of a bank or an Alternate Officer at the Head Office or Principal

Office 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 authorized 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.

15. Every employee who is dismissed or discharged shall be given a service certificate, without avoidable delay.
16. Any notice, order, charge-sheet, communication or intimation which is meant for an individual employee, shall be in a

language understood by the employee concerned. In the case of an absent employee notice shall be sent to him by registered post with acknowledgement due. If an employee refuses to accept any notice, order, charge-sheet, written communication or written intimation in connection with disciplinary proceedings when it is sought to be served upon him, such refusal shall be deemed to be good service upon him, provided such refusal takes place in the presence of at least two persons including the person who goes to effect service upon him. Where any notice, order, charge-sheet, intimation or any other official communication which is meant for an individual employee is sent to him by registered post acknowledgement due at the last recorded address communicated in writing by the employee and acknowledged by the bank, the same is to be deemed as good service.

**Date of effect.**

1. The provisions under this Memorandum of Settlement shall come into effect from the date of the Settlement and shall continue to govern and bind the parties 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. 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.

For Indian Banks' Association  
(S/Shri)

Sd/-  
Dalbir Singh

Sd/-  
V Leeladhar

Sd/-  
R V Shastri

Sd/-  
S S Kohli

Sd/-  
S Santhanakrishnan

Sd/-  
K C Chowdhary

Sd/-  
Allen C A Pereira

For All India Bank Employees' Association  
(S/Shri)

Sd/-  
S D Dhopeswarkar

Sd/-  
Tarakeswar Chakraborti

For National Confederation of Bank Employees

Sd/-  
L Balasubramanian

Sd/-  
Y Tharak Nath

For Indian National Bank Employees' Federation

Sd/-  
R P K Murugesan

Sd/-  
Subhas S Sawant

**WITNESSES**

(S/Shri)

Sd/-  
G Sankaranarayanan

Sd/-  
Himadri Dutta

Sd/-  
C H Venkatachalam

Sd/-  
Milind Nadkarni

Sd/-  
S B Menon

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

## SCHEDULE

### 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. The Bank of Rajasthan Ltd.
29. Bharat Overseas Bank Ltd.
30. The Dhanalakshmi Bank Ltd.
31. The Federal Bank Ltd.
32. The Jammu & Kashmir Bank Ltd.
33. The Karnataka Bank Ltd.
34. The Karur Vysya Bank Ltd.
35. The Lakshmi Vilas Bank Ltd.
36. Lord Krishna Bank Ltd.
37. The Nainital Bank Ltd.
38. The Nedungadi Bank Ltd.
39. The Ratnakar Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. The Vysya Bank Ltd.
43. ABN Amro Bank N.V.
44. American Express Bank Ltd.
45. Bank of America NT & SA
46. The Bank of Tokyo – Mitsubishi Ltd.
47. BNP Paribas
48. Citibank N.A.
49. The Hongkong and Shanghai Banking Corporation Ltd.
50. Sumitomo Mitsui Banking Corporation
51. Sonali Bank
52. Standard Chartered Bank

**MEMORANDUM OF SETTLEMENT dated 27<sup>th</sup> May, 2002 between the Management of 52 'A' Class Banks as represented by the Indian Banks' Association and their workmen as represented by the Bank Karmachari Sena Mahasangh**

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

Representing the Employers (Member Banks)

- 1) Dr. Dalbir Singh
- 2) Shri V Leeladhar
- 3) Shri R V Shastri
- 4) Shri S S Kohli
- 5) Shri K V Krishnamurthy
- 6) Shri S Santhanakrishnan
- 7) Shri K C Chowdhary
- 8) Shri Allen C A Pereira

Duly authorised on behalf of the Indian Banks' Association

Representing the  
Workmen

- 1) Shri Sudhir Joshi
- 2) Shri Uttam Yadav
- 3) Shri Umakant Kotnis
- 4) Shri Rajan Tulaskar
- 5) Shri Nitin Kamath
- 6) Shri Nandkumar Nikam

**Bank Karmachari Sena Mahasangh**

#### SHORT RECITAL OF THE CASE

#### WHEREAS

- a) In respect of 52 'A' class banks listed in the Schedule to this Memorandum of Settlement except the State Bank of India, State Bank of Saurashtra, Indian Overseas Bank and Bank of Baroda, provisions of para 521 of the Sastry Award as finally, modified and enacted by the Industrial Dispute (Banking Companies) Decision Act, 1955; the Industrial Dispute (Banking Companies) Decision Amendment Act, 1957 and the provisions of paras 18.20, 18.24 and 18.28 of the Award of the National Industrial Tribunal presided over by Mr. Justice K T Desai in Reference No.1/1960 which Award inter alia modifies certain provisions of the Sastry Award (hereinafter referred to as the Awards) as modified by the Settlements dated 19.10.1966, 31.10.1979, 22.11.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in these banks;

- b) In respect of State Bank of India, the said Awards as further modified by Settlements dated 31.10.1979, 28.11.1981 (entered into between State Bank of India and All India State Bank of India Staff Federation), 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- c) In State Bank of Saurashtra the provisions of the said Awards as further modified by a Settlement dated 11.11.1966 (entered into between State Bank of Saurashtra and All India State Bank of India Staff Federation) 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- d) In respect of Indian Overseas Bank, the provisions of the said Awards as further modified by the Settlements dated 14.12.1966 (entered into between IOB and the All Indian Overseas Bank Employees' Union), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- e) In respect of Bank of Baroda, the provisions of the said Awards as further modified by the Settlements dated 23.12.1966 (entered into between Bank of Baroda and All India Bank of Baroda Employees' Federation), 31.10.1979, 8.9.1983, 17.9.1984 and 14.2.1995 govern the procedure for taking disciplinary action against workmen in the bank;
- f) A Memorandum of Settlement was signed on 27<sup>th</sup> March, 2000 between Indian Banks' Association (IBA) on behalf of the member banks named in the Schedule thereto, on one hand and the Bank Karmachari Sena Mahasangh representing workmen employees of the banks on the other, regarding various terms and conditions of their service;
- g) The parties had then agreed that certain modifications/improvements suggested by the Indian Banks' Association in the Chapter on Disciplinary Action Procedure for workmen shall be discussed and resolved as early as possible.

- h) The parties accordingly discussed the modifications/improvements including consolidation of the provisions of the said Awards as modified by Settlements which govern the Disciplinary Action Procedure for workmen in banks and have now reached an agreement in respect of the same.

NOW, it is hereby agreed and declared by and between the parties hereto as under :-

## **TERMS OF SETTLEMENT**

### **GENERAL**

For Clauses 1 to 16 refer Settlement signed between IBA and All India Bank Employees' Association, National Confederation of Bank Employees and Indian National Bank Employees' Federation.

#### **Date of effect.**

1. The provisions under this Memorandum of Settlement shall come into effect from 10<sup>th</sup> April, 2002 and shall continue to govern and bind the parties 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. 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.

For Indian Banks' Association

(S/Shri)



Dalbir Singh



V Leeladhar

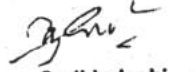


R V Shastri

  
K C Chowdhary  
Allen C A Pereira

For Bank Karmachari Sena Mahasangh

(S/Shri)



Sudhir Joshi



Umakant Kotnis

WITNESSES  
(S/Shri)

  
G Sankaranarayanan  
Himadri Dutta  
Uttam Yadav  
Rajan Tulaskar