Memoranda of Settlement

dated

5th January, 1987

(In respect of supplementary Fourth Bipartite Settlement : Residual Issues)

29th March, 1987

(Second Settlement on Computerisation/ Mechanisation)

between

Management of Certain Banks

(represented by Indian Bank's Association)

and

their workmen

(represented by AIBEA AND NCBE)

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

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Memorandum of Settlement
(dated 5th January, 1987)

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Memorandum of Settlement
(dated 29th March, 1987)

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MEMORANDUM OF SETTLEMENT dated the 5th January, 1987 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 and the National Confederation of Bank Employees.

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

Names of the Parties : 57 Banks listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers :

1 Shri M.N. Goiporia
2 Shri R. Srinivasan
3 Shri K. Lakshminarayanan
4 Shri C.R. Vaitheeswaran
5 Shri A.V. Rajagopalan
6 Shri J.N. Tandon
7 Shri N. S. Daboo
8 Shri S.A. Farooqi
9 Shri Ramesh Mishra
10 Shri J.S. Babel
11 Shri V.P. Menon
12 Shri C. Krishnamurthi
13 Shri S. Mohan Kumar
14 Shri N.S. Pradhan
15 Shri A.K. Bakhshy
16 Shri V.S. Kamat Khadpe
17 Smt. Indira Rama Devi.

Duly authorised on behalf of the Indian Banks' Association.

Representing the Workmen :

1 Shri D.P. Chadha
2 Shri K.K. Mundul
3 Shri P.S. Sundaresan
4 Shri PL Sayal
5 Shri Tarakeswar Chakraborti
6 Shri N. Sampath
7 Shri Sushil Ghosh
8 Shri Rajinder Sayal
9 Shri P.N. Tewari
10 Shri R.D. Trivedi
11 Shri Sudesh Kumar
12 Shri C.H. Easwar Rao
13 Shri S.D. Dhopeshwarkar
14 Shri T.B Rai

Al India Bank Employees' Association.

1 Shri O.P. Gupta
2 Shri S.N. Duber
3 Shri M. Rajagopal
4 Shri P. Balagopala Menon
5 Shri M.R. Awasthi
6 Shri P. Lakshminarasaiah
7 Shri Gurudas Chatterjee
8 Shri Y.K. Arora
9 Shri S.P. Raman
10 Shri Balbir Singh
11 Shri M.M. Pednekar
12 Shri Ashok Singh
13 Shri Sudhirdas Sharma
14 Shri A.L. Chopra

National Confederation of Bank Employees.

SHORT RECITAL OF THE CASE

WHEREAS the parties to this Settlement were parties to and signed 2 Memoranda of Settlements dated 17th September, 1984 and the 28th February, 1985 in respect of Scales of Pay, Dearness Allowance, House Rent Allowance etc. and agreed to discuss and settle the residual issues subsequently.

AND WHEREAS the parties have met and discussed at length on several occasions the said issues.

AND WHEREAS the parties have come to certain understandings regarding the demands / issues and the parties agree that the matters agreed to under this Settlement shall be binding on them in terms of Section 18(1) of the Industrial Disputes Act, 1947 and that this Settlement shall be filed with the appropriate, authorities as required by Rule 58 of the Industrial Disputes (Central) Rules.

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

TERMS OF SETTLEMENT

GENERAL

In respect of 57 banks listed in Schedule I, the provisions of the various Settlements mentioned in the "General" Clause in the Settlement dated 17th September, 1984 and 28th February, 1985 shall govern the service conditions of the workmen in the manner as provided therein except to the extent to which they are modified, amended or superceded by this Settlement, it being understood that this Settlement is supplementary to the Settlements dated 17th September, 1984 and 28th February, 1985.

1. Special Area Allowance

In partial modification of Clause 9 of the Settlement dated 8th September, 1983, Special Area Allowance shall be paid to all full time workmen staff working at places specified in Column 1 of the Schedule II hereto and at the rates stipulated in Column 2 thereof against each such place, subject to minimum and maximum amounts as set out in Column 3 thereof against each such place, with effect from 15th April, 1986.

The Special Area Allowance shall be payable subject to the following conditions:

(i) The allowance shall be payable at the stipulated rate only until such time as there is no direction to the contrary from the Government and thereafter subject to such direction as applicable to Officers in Nationalised Banks from time to time. Such directions shall also apply to workmen staff; the change in quantum and the percentage, however, shall be negotiated and settled between the parties on the basis of the existing pattern, (ii) Assam Allowance (called by any name whatever) paid prior to or in terms of Settlement dated 21st April, 1980, between the parties shall cease to be payable with effect from 15th April, 1986.

2. Uniforms and Liveries

(i) All permanent full time members of the subordinate staff as well as permanent part time workmen in subordinate cadre working for not less than six hours per week, shall be supplied with three sets of terry khadi uniforms once in two years and one set of woollen uniform once in three years;

(ii) At hill stations one set of woollen uniform every year and one set of terry khadi uniform once in three years shall be supplied in lieu of the uniforms stated in (i) above.

(iii) If the majority of subordinate staff of all offices of a bank in a place request the management sufficiently in advance one additional set of terry khadi uniform may be supplied every eighteen months to the entire subordinate staff in lieu of the set of woollen uniform to be supplied once in three years.

(iv) If in a place, terry khadi cloth is not available, uniforms of terry cotton cloth shall be supplied.

(v) it is reiterated that all members of the staff who are supplied uniforms shall wear them while on duty and in clean condition and not wearing such uniforms while on duty shall constitute a minor misconduct.

Except to the extent modifications are made as aforesaid the other terms and conditions for supply of uniforms and liveries as contained in earlier Settlements would continue.

3. Halting Allowance

Halting Allowance shall be payable at the following rates for the days spent on duty outside the head-quarters:

	Higher C.C.A. Centres	Lower C.C.A. Centres	Non C.C.A. Centres
Non-sub Staff	Rs.50/- per diem	Rs.40/- per diem	Rs.35/- per diem
Sub Staff	Rs.40/- per diem	Rs.30/- per diem	Rs.25/- per diem

4. Hill and Fuel Allowance

With effect from 1st January, 1985 Hill and Fuel Allowance shall be paid throughout the year as under:

(i) Places situated at a height of and over 1500 metres : 10% of pay Max. Rs.120/- per month.

(ii) Places situated at a height of over 1000 metres but less than 1500 metres and at Mer cara Town and at other places specifically declared as "Hill Stations by the Central/State Government irrespective of their height. : 8% of pay Max. Rs.90/- per month.

5. Definition of Family

(A) For Leave Fare Concession:

For the purpose of Leave Fare Concession:

(i) The expression 'family' shall mean the employees spouse, wholly dependent children, as also parents, brothers and sisters ordinarily residing with and wholly dependent on the employee.

(ii) The term 'children' shall include step children and legally adopted children but shall not include married daughters including widowed daughters.

(iii) The term 'brothers and sisters' shall not include step brothers, step sisters, married brothers and married sisters.

(iv) The term 'parents' shall include step mother but shall not include step father.

(v) The term 'wholly dependent Child/Brother/Sister/Parent' shall mean such relative having a monthly income not exceeding Rs.500/- p.m. If the income of one of the parents exceeds Rs.500/- p.m. or the aggregate income of both the parents exceeds Rs.500/- p.m. both the parents shall not be considered as wholly dependent on the employee.

(vi) A married female employee may include her natural parents or parents-in-law under the definition of family — but not both — provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

(B) For Medical Aid and Expenses :

For the purpose of Medical Facilities

(i) The expression 'family' of an employee shall mean the employee's spouse, wholly dependent children and wholly dependent parents.

(ii) The term 'children' shall include step children and legally adopted children but shall not include married daughters including widowed daughters.

(iii) The term 'parents' shall include step mother wholly dependent on the employee but shall not include step father.

(iv) The term 'wholly dependent child/parent' shall mean such relative having a monthly income not exceeding Rs.500/- p.m. If the income of one of the parents exceeds Rs.500/- p.m. or

the aggregate income of both the parents exceeds Rs.500/- p.m. both the parents shall not be considered as wholly dependent on the employee.

(v) A married female employee may include her natural parents or parents in law under the definition of family — but not both — provided that the parents/parents-in-law are ordinarily residing with and wholly dependent on her.

6. Medical Aid and Expenses Scheme

Medical Expenses incurred in respect of the following diseases which need domiciliary treatment as may be certified by the recognised hospital authorities and bank's medical officer shall be deemed as hospitalisation expenses and reimbursed to the extent of 75% in the case of a workman and 50% in the case of his family.

Cancer, Tuberculosis, Paralysis, Cardiac Ailment, Tumour, Smallpox, Pleuresy, Diptheria, Leprosy, Kidney ailment.

7. Reimbursement of Hospitalisation Expenses incurred on Treatment Abroad

The procedure to be followed in respect of reimbursement of expenses incurred by workmen and their families on treatment abroad shall be as laid down in Schedule III hereto.

8. Leave Fare Concession

(i) An employee shall be permitted to avail of leave fare concession only once in every two years to his place of domicile or to any place within India up to a maximum distance of 1200 kms.

(ii) An employee shall be given an option to avail of the LFC once in every 4 years up to a distance of 2400 kms.

(iii) Leave fare concession may be availed of by the workman's family for travel without the attendance of workman. The workman and / or members of his family may visit the same place or different places of their choice within the permissible distance.

(iv) In case of a physically handicapped employee who is appointed under such category and is eligible for payment of conveyance allowance in terms of the Government guidelines, a companion may accompany the employee provided he / she

does not have any member of the family in respect of whom he/she can claim the LFC.

(v) It is clarified that encashment of privilege leave up to a maximum limit of one month, while proceeding on leave fare concession once in four years is a travelling concession intended to augment cost of the leave fare concession otherwise payable.

Except to the extent modifications are .made as aforesaid, the other terms and conditions for leave fare concession as contained in earlier Settlements would continue.

9. Project Areas

It is clarified that w.e.f. 1.7.1983:

(i) House rent allowance at project area centres Group 'A' and Group 'B' shall be paid at the following rates:

	'A' Class Banks	'B' Class Banks
Group 'A'	12 1/2 % of Pay minimum Rs.55/- and maximum Rs. 220/- per month.	12 1/2% of pay with no minimum and subject to a maximum of Rs. 195/- per month
Group 'B'	10% of Pay, minimum Rs. 50/- and maximum Rs. 175/- per month	10% of pay with no minimum and subject to a maximum of Rs. 155/- per month

(ii) If at a centre both City Compensatory Allowance and Project Area Allowance are payable, only the higher of the two shall be paid.

10. Compensation on Transfer

An employee on transfer shall be paid the cost actually incurred for transporting his personal effects by road, if there is no railway station or railway out agency at the old or new place of posting upto the nearest railway station/out agency. If both the places do not have railway station/out agency actuals shall be paid for transporting the personal effects by road up to the stipulated weights by an IBA approved transport operator as under:

	Non Sub-staff	Sub- staff
(a) For married persons	1500-kg.	1000 kg.
(b) For unmarried persons	1000 kg.	750 kg.

11. Reimbursement of Road Travel

Where an employee has to travel on duty / LFC between two places not connected or partly connected by rail or steamer, he shall be reimbursed actual road mileage costs or 30 paise per km. whichever is lower.

12. Leave Rules

An employee who overstays his leave (except under circumstances beyond his control for which he must tender explanation) shall not be paid his pay and allowances for the period he overstays and shall further render himself liable to such disciplinary action as the management may think fit to consider.

13. Date of Effect

This Settlement shall, unless expressly provided otherwise in this Settlement, come into force with effect from the date hereof and shall remain in force for a period of 4 years and the terms and conditions hereof shall continue to govern and bind the parties even thereafter until the Settlement is terminated by either party giving to the other a statutory notice as prescribed in law for the time being in force.

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

15. Copies of this Memorandum of Settlement shall be jointly forwarded by the parties to the authorities listed under Rule 58 of the Industrial Disputes (Central) Rules 1957 so that terms and conditions thereof are binding on the parties as provided in law.

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

For Indian Banks' Association
(S / Shri)
M.N. Goiporia
R. Srinivasan
C.R. Vaitheeswaran
A.V. Rajagopalan
J.N. Tandon
S.A. Farooqi
Ramesh Mishra
J.S. Babel
N.S. Pradhan
A.K. Bakhshy
V.S. Kamat Khadpe
Smt. Indira Rama Devi

For All India Bank Employees' Association	**For National Confederation of Bank Employees**
D.P. Chadha	O.P. Gupta
P. S. Sundaresan	S.N. Duber
P. L. Syal	M. Rajagopal
Tarakeswar Chakraborti	P. Balagopala Menon
N. Sampath	M.R. Awasthi
P. N. Tewari	P. Lakshmi Narasaiah

Witness:

(P. S. Gopalakrishnan) (Sushil Ghosh) (S.P. Raman)

(Surinder Mohan) (R.D. Trivedi) (Y.K. Arora)

SCHEDULE I

LIST OF 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. The Benares State Bank Ltd.
13. Bharat Overseas Bank Ltd.
14. The British Bank of the Middle East
15. Canara Bank
16. The Catholic Syrian Bank Ltd.
17. Central Bank of India
18. Standard Chartered Bank
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. Karnataka Bank Ltd.
29. The Karur Vysya Bank Ltd.
30. The Lakshmi Vilas Bank Ltd.
31. Lord Krishna Bank Ltd.
32. The Mitsui Bank Ltd.
33. The Nedungadi Bank Ltd.
34. New Bank of India
35. Oriental Bank of Commerce
36. The Parur Central Bank Ltd.
37. Punjab National Bank
38. Punjab & Sind Bank

39. Purbanchal Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. State Bank of Bikaner & Jaipur
43. State Bank of Hyderabad
44. State Bank of India
45. State Bank of Indore
46. State Bank of Mysore
47. State Bank of Patiala
48. State Bank of Saurashtra
49. State Bank of Travancore
50. Syndicate Bank
51. The Traders Bank Ltd.
52. Union Bank of India
53. United Bank of India
54. United Commercial Bank
55. United Industrial Bank Ltd.
56. Vijaya Bank
57. The Vysya Bank Ltd.

SCHEDULE II

Column 1	Column 2 Allowances as Percentage of basic pay	Minimum Rs. Per mensem	Column 3 Maximum Rs. Per mensem
I. Area where the limits have been revised			
1. Baramula & Rupwera Dist. of J & K	10	50	140
2. Mizoram	20	125	225
3. Nagaland	20	100	300
4. Andaman & Nicobar Islands			
(a) South Andaman	20	100	225
(b) North & Middle Andaman	20	100	260
(c) Little Andaman & Narcondum Islands	20	100	300
5. Sikkim	20	100	300
6. Lakshadweep Islands	20	150	300
II. Area where special allowance is additionally introduced			
7. Other areas in Doda Dist. which have been declared as backward areas as per J & K State Government SRS.No.394 dt. 5.9.1981 recast vide SRS.N0.272 dt.3.7.1982	10	35	75
8. Assam	10	25	70
9. Meghalaya	10	25	70
10. Tripura	10	50	100
11. Manipur	10	50	100
12. Arunachal Pradesh			
(a) For employees posted in the remoter region (as specified in M/o Affairs letter NO.23/67/NI/62 dt.6.6.63) District	20	125	335

Column 1	Column 2 Allowances as Percentage of basic pay	Minimum Rs. Per mensem	Column 3 Maximum Rs. Per mensem
(b) For employees posted in other regions.	20	110	300
III. Areas where the limits remain unchanged			
JAMMU AND KASHMIR			
1. Kathua District	10	50	100
(a) Niabat Bani			
(b) Lohi			
(c) Malhar			
(d) Machhodi			
2. Udhampur District	10	50	100
(a) Dudu Bansantgarh			
(b) Lender Bhamag Illaqa			
(c) Thakrakote			
(d) Nagote			
(e) Tehsil Mahere			
(i) For areas up to Gool from Kamban side and areas up to Arnas from Keasi side.			
(ii) For the rest of the areas			
3. Doda District	10	50	100
(a) Illaquas of Poddar in Kishtwar Tehsil			
(b) Niabat Nowgam in Kishtwar Tehsil			
4. Leh District	10	75	150
(a) Zanskar			
(b) Noyama			
(c) Nobra			
(d) Other places in the district.			

Column 1	Column 2 Allowances as Percentage of basic pay	Minimum Rs. Per mensem	Column 3 Maximum Rs. Per mensem
5. Poonch and Rajouri districts area in Poonch and Rajouri districts excluding the towns of Poonch and Rajouri and Sunderbani and other Urban areas in the two districts.	10	50	100
6. Areas not included in (1) to (5) above but which are within the distance of 8 Kms. 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.	10	50	100
HIMACHAL PRAOESH			
1. (a) Panji Sub-division of Chamba district	10	75	150
(b) Bharmour Tehsil of Chamba district			
(c) Lahaul and Spiti district			
(d) Kinnaur district			
(e) Dadra-Kawar area of Rehru Tehsil, Parganas of Pandrabis and Atharabis Gram Panchayats of Munish, Darkali and Kashapat of Rampur Tehsil of Simla district			

Column 1	Column 2 Allowances as Percentage of basic pay	Minimum Rs. Per mensem	Column 3 Maximum Rs. Per mensem
(f) Pargana of Pandrabis of Kulu district			
(g) Chhota Bhangal and Bara Bhangal area of Palampur sub-division of Kangra district			
2. (a) Gram Panchayat Deothi (Taklech areas) and Parganas Chhaibis, Naubis, Sarabhan and Barabis of Rampur Tehsil of Simla district	10	50	100
(b) Chhuhar Valley of Jogindernagar Tehsil of Mandi district			
(c) Mangal Panchayat area of Solan district			
(d) Other Seraj and Malana Panchayat area of Kulu district			
3. (a) Janjehli Block of Chachiot Tehsil of Mandi district	10	50	100
(b) Chopal Tehsil of Simla district			
(c) Trans - Giri Tract of Sirmur district			
(d) Churah Tehsil of Chamba district			

Column 1	Column 2 Allowances as Percentage of basic pay	Minimum Rs. Per mensem	Column 3 Maximum Rs. Per mensem
(e) Kunr Panchayat and Belaj Pargana of Chamba Tehsil of Chamba district			
4. Manali — Ujhi area Parvati and Lagg Valley and Banjar Block of Kulu district	10	50	100
UTTAR PRADESH			
(1) Oharchula, Musiyari, Joshimath and Bhatwari Development Blocks and other areas of border districts of Uttar-kashi, Chamoli and Pithoragarh including the district Headquarters of Uttarkashi Only .	10	50	100

SCHEDULE III

Scheme of Reimbursement of Expenses incurred by the Workmen for Treatment Abroad

1. As a rule, reimbursement of expenses incurred by workmen and their family members on treatment abroad will not be allowed.

2. In exceptional cases necessitating treatment of a kind yet to be widely established in the country, where workmen on medical advice obtained in the manner indicated below, choose to go on their own for treatment abroad, reimbursement may be authorised by the board of directors of the bank subject to conditions laid down hereinafter and limited to the expenditure that would have been incurred had such treatment been received in India in a government hospital or a nursing home specially recognised by the Director General of Health Services of the Government of India.

3. The reimbursement of expenses incurred on air passage for travel abroad in connection with such treatment will not be reimbursed.

4. Foreign exchange may be released to the workmen for the purpose of treatment abroad to the same extent as is permissible to private citizens.

5. Hospitals and clinics indicated in paragraph 9 below have facility for specialists treatment for which requests are generally received for treatment abroad and in respect of which treatment facility in ordinary hospitals are still inadequate. The services provided by these hospitals may be availed of by the eligible workmen. In such cases, reimbursement may be allowed subject to the board of directors being satisfied about reasonableness of the claim.

6. The following ailments have been identified as ailments for which treatment in India is not yet widely established:

(i) Cadaver Kidney transplant;

(ii) Old operated by-pass surgery cases (in which the initial operation was done abroad) needing revascularization;

(iii) Bone marrow transplant;
(iv) Operative correction for high myopia cases; and
(v) Complex cyanote — Heart — Lesion and newly born infants suffering from heart diseases.

7. Reserve Bank of India (RBI) will constitute Medical Boards at Bombay, Delhi, Calcutta and Madras and at such other centres as may be considered necessary for the purpose of recommending whether an employee would be covered under this Scheme. The annual cost incurred on meeting of the Board by way of sitting fees, etc., shall be shared on an annual basis by such of the banks which avail of the services of the Medical Boards of examining cases of their workmen needing treatment abroad, in a manner as may be decided by the Reserve Bank of India. The Medical Board should make a specific recommendation and also give reasons for recommending treatment abroad. The Medical Board will submit its report to RBI, which in turn, could pass it on to the concerned bank.

8. For the purposes of reimbursement, as envisaged in the Scheme, the schedule of charges as applicable for private ward treatment at the All India Institute of Medical Sciences,New Delhi, enforced from time to time, should be adopted.

9. The following institutions have been identified as having facilities for specialised treatment:

(a) Bypass Coronary Surgery:
(i) Southern Railways Headquarters Hospital, Perambur, Madras.
(ii) Christian Medical College and Hospital, Vellore.
(iii) K.E.M. Hospital, Bombay.
(iv) Jaslok Hospital, Bombay.
(v) Bombay Hospital, Bombay.
(vi) Kasturba Hospital, Bhopal.
(vii) Sree Chitra Tironal Institute of Medical Sciences and Technology, Trivandrum.

(b) Kidney Transplant:
(i) Christian Medical College & Hospital, Vellore.
(ii) All India Institute of Medical Sciences, New Delhi.

(iii) Post Graduate Institute, Chandigarh,
(iv) Jaslok Hospital, Bombay.

(c) Blood Cancer:
(i) Tata Memorial Hospital, Bombay.
(ii) Cancer Institute, Adyar, Madras.

(d) Complicated Heart Surgery Cases:

(i) Southern Railway Hospital, Perambur, Madras.
(ii) Christian Medical College & Hospital, Vellore.
(iii) K.E.M. Hospital, Bombay.
(iv) All India Institute of Medical Sciences, New Delhi.
(v) Bombay Hospital, Bombay.
(vi) G.B. Pant Hospital, Delhi.
(vii) Sree Chitra Tirunal Institute of Medical Sciences and Technology, Trivandrum.
(viii) Post Graduate Institute, Chandigarh.
(ix) S.S.K.M. Hospital, Calcutta,
(x) Samaritan Hospital, Alwaye (Kerala).
(xi) Kasturba Hospital, Bhopal (BHEL).
(xii) N.M. Wadia Institute of Cardiology, Pune.

The Indian National Bank Employees Congress (INBEC) signed Settlement with the IBA separately on 5th January, 1987. The terms of the Settlement are the same as printed here.

MEMORANDUM OF SETTLEMENT dated the 29th March, 1987 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 and the National Confederation of Bank Employees.

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

Name of the Parties : 57 banks listed in Schedule I to this Memorandum of Settlement and their workmen.

Representing the Employers :

1 Shri M.N. Goiporia
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5 Shri P.S. Gopalakrishnan
6 Shri N.S. Pradhan
7 Smt. B. Dasgupta
8 Shri A.K. Bakhshy

Duly authorised on behalf of the Indian Banks' Association.

Representing the Workmen :

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All India Bank Employees' Association

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6 Shri P. Lakshmi Narasaiah
7 Shri Gurudas Chatterjee
8 Shri Y.K. Arora
9 Shri S.P. Raman
10 Shri Balbir Singh Choudhry
11 Shri M.M. Pednekar
12 Shri Ashok Singh
13 Shri Sudhirdas Sharma
14 Shri A.L. Chopra

National Confederation of Bank Employees.

SHORT RECITAL OF THE CASE

WHEREAS

(a) The parties to this Settlement were parties to and signed the Memorandum of Settlement dated the 8th September, 1983 relating to the following 2 items:
(1) Mechanisation / Computerisation.
(2) Voluntary Cessation of Employment by the Employees.

(b) Clause 1 of the said Settlement relates to 'Mechanisation/ Computerisation.'

(c) Sub-clause (I) of Clause 1 thereof states the specific purposes for which the Accounting Machines Electric / Electronic with / without memory, other than computers, may be utilised in banks.

(d) Sub-clause (VIII) of Clause 1, inter alia, states that the question of further extension of mechanisation / computerisation in the industry will be reviewed by the parties after 3 years and a fresh agreement entered into within a period of 6 months thereafter.

(e) Disputes arose between the parties to the Settlement about the exact type of machines, other than computers, to be installed in terms of Clause 1(1) of the aforesaid Settlement and the matter was taken up for discussions in terms of Clause 5 of the Settlement.

(f) While the discussions were continuing, the period of 3 years from the date of the Settlement expired on the 7th September, 1986 and as such, a review of the Settlement was also taken up by the parties in terms of Clause 1 (VIII) thereof.

(g) The parties after several rounds of discussions have come to a Settlement as contained herein below in terms of which the Settlement dated the 8th September, 1983 shall be extended with such modifications / clarifications as given

therein for another period of 3 years ending the 7th September, 1989.

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

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

TERMS OF SETTLEMENT

Without prejudice to any subsisting understanding / agreement/ Settlement in any of the banks which are parties to this Settlement it is hereby agreed that all the provisions of the Settlement dated the 8th September, 1983 shall be extended for a further period of 3 years effective from the 8th September, 1986 subject to the modifications/clarifications as hereunder:

1. Electronic Accounting Machines with memory, other than computers, also described as "Advanced Ledger Posting Machines" (ALPMs) or "Advanced Electronic Accounting Machines" (AEAMs) may be installed under Clause 1(1) on the following terms:

Configurations:

(i) Not Exceeding 256 kilobytes.
(ii) Not Exceeding 16 bits.
(iii) Floppy / Winchester Disc.

The capacity of the above configurations shall be utilised for the purposes specified in the Settlement.

2. These ALPMs / AEAMs shall be 'stand alone' machines each dedicated to only one of the following functions:

(a) Current Accounts including Overdraft Accounts;
(b) Savings Bank Accounts;
(c) Other Deposit Accounts;
(d) General Ledger Accounts;
(e) Cash Credit and Loan Accounts;
(f) Salary and Pay Roll.

3. The ALPMs / AEAMs referred to in Clause 1 of the Settlement shall not be installed at the rural or semi urban branches of any bank.

4. The ALPMs / AEAMs shall have one key board. But if an ALPM/AEAM has more than one key board, each key board shall be treated as a separate unit for determination of the total number of ALPMs / AEAMs as per Clauses 12 and 13 of the Settlement and shall be operated by a separate ALPM/ AEAM operator.

5. One 'stand alone' single function ALPM / AEAM shall not be interlinked with any other ALPM / AEAM in any manner with back office applications / operations.

6. There shall be no linkage between 2 ALPMs/AEAMs in the same department or in different departments in the same office or outside.

7. The ALPMs / AEAMs shall not be upgraded in respect of functions permissible under this Settlement in respect of storage or memory or volume of operations or capacity or in any other manner beyond the aforesaid configuration except by written Settlement between the parties.

8. The average number of vouchers per ALPM / AEAM for functions (e) or (c) or (a) specified in Sub-clause 2 shall be about 400 per day.

9. The number of accounts on ALPMs / AEAMs for Savings Bank Account shall be 2200. The workload on an ALPM / AEAM used for Savings Bank Accounts shall not be linked to the number of vouchers.

10. The ALPMs / AEAMs shall have full particulars about the deposit or customer account such as addresses, cheque numbers and other information related to the accounts only as are usually kept in a manually operated ledger.

11. The ALPMs / AEAMs shall be installed at branches eligible on the following basis:

    (a) In banks with aggregate deposits of Rs.1500 crores or more as on 31st December, 1985, at branches with 1000 or more vouchers per day calculated on an average of 52 preceding weeks.

    (b) In banks with aggregate deposits of less than Rs.1500 crores as on 31st December, 1985, at branches with 750 or more vouchers per day calculated on an average of 52 preceding weeks.

    NOTE: The ALPMs / AEAMs may be installed at branches with average number of vouchers fewer than 1000 or 750, as the case may be, in exchange for eligible branches, in the following circumstances:

    (i) If for administrative or business reasons such as constraints of space, power, other technical requirements and customer needs, a bank decides not to instal ALPMs/ AEAMs in an eligible branch it may substitute such a branch with another branch where the number of daily average vouchers calculated over a period of 52 preceding weeks is not less than 750 if it is a bank with aggregate deposits of Rs.1500 crores or more as on 31st December, 1985 or is not less than 500 if it is a bank with aggregate deposits of less than Rs.1500 crores as on 31st December, 1985.

    (ii) Where on the date of the Settlement the banks have already installed or have already made arrangements for installing ALMPs/AEAMs at branches with average number of vouchers fewer than specified above.

    (iii) At specialised branches like overseas branches,etc, irrespective of the number of vouchers.

    (iv) The total number of branches for each bank under (i), (ii) & (iii) shall be restricted to 15 to 20 per cent of the total number of its eligible branches as mentioned in sub-clause (a) or (b) above.

12. The number of ALPMs / AEAMs to be installed in banks covered by this Settlement shall be up to 3500 for the period ending 7th September, 1987 to be shared amongst the banks on a pro rata basis of the total aggregate deposits as on 31st December, 1985.

13. For the subsequent 2 year period ending 7th September, 1989 the banks may instal further 2200 ALPMs / AEAMs to

be shared on the same basis as stated in Clause 12 above. Provided that, if in a bank, the number of ALPMs / AEAMs already installed or ordered as on the date of the Settlement are in excess or short of that bank's share, the same shall be adjusted within its share of ALPMs / AEAMs of the subsequent two years so that by 7th September, 1989,the total number of ALPMs / AEAMs in a particular bank is not more than what that bank would have been entitled to under the aforesaid criteria.

14. The following functions which are now done manually by a ledger clerk shall be performed on the ALPMs / AEAMs:
    (a) Account opening / modifying / closing.
    (b) Cheque books issue / deletion.
    (c) Stop payment instructions.
    (d) Standing instructions: creation, modification, deletion.
    (e) Voucher posting.
    (f) Customers' queries relating to accounts etc.
    (g) Interest and service charges: calculation, application and generation of lists thereof.
    (h) Supplementary / subsidiary books.
    (i) Jotting of balances with totals and balancing thereof.
    (j) Statements of accounts / pass books.
    (k) Such other work as a ledger keeper has been performing or is required to perform as per bank's rules / existing practices.

NOTE: In terms of the existing practices in banks wherever a clerk is required to act under authorisation of his superiors in respect of discharge of the duties, the same shall continue.

15. (I) The special allowance payable for operation of ALPMs/ AEAMs shall be Rs.350/- p.m. of which an amount of Rs.208/- shall rank as 'pay' for the purpose of Provident Fund.

    If in any bank special allowance is paid at a rate lower than the allowance now fixed, the same shall be raised subject to provisions contained in Sub-clause (IX) of Clause 1 of the Settlement dated 8th September, 1983. The special allowance shall be payable to the concerned operators with effect from 1st September, 1986 or from the date of operation of the machine

whichever is later.

(ii) The special allowance payable to Encoder Operators shall be Rs.245/- p.m. of which Rs.146/- shall rank as 'pay' for the purpose of Provident Fund.

16. Where a female operator who is in the family way desires to discontinue working on an ALPM / AEAM during the period of her pregnancy, she will be exempted at her written request from operating the ALPM / AEAM.'The special allowance shall not be paid to her for the period during which she is on duty but exempted from operating the ALPM / AEAM but shall be paid during the period of her leave of any kind subject to her acceptance to perform duties as ALPM / AEAM operator on resumption.

17. The ALPMs / AEAMs operators shall be selected from amongst the willing clerical staff as per the existing or future policy / settlements in different banks which shall include passing of an aptitude test.

18. A standing committee comprising of three representatives of the IBA and three each of the two unions which are parties to the Settlement will monitor and oversee the operations of these ALPMs / AEAMs so as to ensure strict adherence to the terms and conditions of the Settlement.

19. In the event of breakdown of an ALPM / AEAM, it shall be open to a bank to substitute it by another from stand-by ALPMs / AEAMs provided the total number of operative ALPMs / AEAMs remain within the overall limit prescribed herein above for a bank.

20. For the purpose of clarity, the applications for which these ALPMs / AEAMs may be utilised are given below:
    (a) Savings Bank Accounts
        Savings Bank Accounts which are created as such in terms of the Banking Rules.
    (b) Current Accounts including Overdraft Accounts
        All Current Accounts and Overdraft Accounts which are treated as such in terms of the Banking Rules.
    (c) Cash Credit and Loan Accounts
        All accounts such as cash credit, term loan, packing credit, pre or post-shipment credit, etc., where the credit limits are granted and operated.

(d) Other Deposit Accounts
Term Deposits — both Long Term and Short Term, Cash Certificates, Recurring Deposits or any other deposit accounts as per the schemes of the banks.

(e) Salary & Pay Ro//
Payments of all kinds of wages and allowances etc. to be made to all categories of employees under Awards, Agreements, Settlements, Service Regulations, Statutes, etc.

(f) General Ledger Accounts
General Ledger, Supplementaries / Day Books / Long Books or by whatever name called concerning Current Accounts including Overdraft, Savings Bank, Cash Credit, Packing and Pre / Post-Shipment Credits and other Loan Accounts, other Deposit Accounts and Salary and Pay Roll which can be mechanised under the Settlement, but shall not include Cash Book/Clean Cash Book, Registers by whatever name called and Supplementaries/Day Books/Long Books, etc. related to Departments / Work e.g. Bills, Drafts and Cash which cannot be mechanised under the Settlement.

21. Sub-clause 1(V) of the Settlement dated 8th September, 1983 shall stand amended as under:
"The banks shall own computers themselves or through consortium by 7th September, 1989. Till such time a bank installs its own computer, it may hire time from or through other agencies. Such hiring may also be done in respect of mini-computers up to 7th September, 1989. Thereafter hiring may be done for short/temporary periods to meet administrative exigencies such as breakdown etc. However, work in connection with data processing through punching or otherwise, in case of both type of computers shall be done at the respective banks as soon as possible but not later than the date of installation of computers in the respective banks.'

22. The question of further extention of mechanisation/ computerisation in the industry will be reviewed by the parties after an expiry of a period of 3 years from the 8th September, 1986 and a fresh agreement entered into within a period of 6 months thereafter. However, it will be

open to the individual banks, even during the currency of this Settlement, to continue with any existing understanding / settlement or to enter into any fresh understanding / agreement / settlement with their representative / recognised union at variance with what is agreed to under this Settlement for further enlargement of the scope of computerisation and mechanisation.

23. The sanctioned strength of workmen staff in a branch as on the date of the Settlement, where these ALPMs / AEAMs are installed, shall not be reduced. Reduction, if any, in the staff strength shall be by mutual understanding between the concerned Bank Management and the Recognised/Representative Union of the Bank subject to the provisions of Clause (VI) of the Settlement dated the 8th September, 1983.

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

25. Copies of the Memorandum of Settlement shall be jointly forwarded by the parties to the authorities as required by Rule 58 of the Industrial Disputes (Central) Rules so that terms and conditions thereof are binding on the parties as provided in law.

For Indian Banks' Association

S / Shri
M.N. Goiporia
P.S. Deshpande
P.S. Gopalakrishnan
N.S. Pradhan
Smt. B. Dasgupta
A.K. Bakhshy

For All India Bank Employees

For National Confederation of

Association	**Bank Employees**
S / Shri	S / Shri
D.P. Chadha	O.R Gupta
P.L. Syai	S.N. Duber
Ta rakes war Chakraborti	M. Rajagopal
N. Sam path	P. Balagopala Menon
P.N. Tewari	M.R. Awastht
R.D. Trivedi	P. lakshminarasaiah

Witness

(Surinder Mohan)
(R. Mascarenhas)

(Sushil Ghosh)
(Rajinder Sayal)
(Gurudas Chatterjee)
(M.M. Pednekar)

SCHEDULE I

LIST OF 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. The Benares State Bank Ltd.
13. Bharat Overseas Bank Ltd.
14. The British Bank of the Middle East
15. Canara Bank
16. The Catholic Syrian Bank Ltd.
17. Central Bank of India
18. Standard Chartered Bank
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. Karnataka Bank Ltd.
29. The Karur Vysya Bank Ltd.
30. The Lakshmi Vilas Bank Ltd.
31 Lord Krishna Bank Ltd.
32. The Mitsui Bank Ltd.
33. The Nedungadi Bank Ltd.
34. New Bank of India
35. Oriental Bank of Commerce
36. The Parur Central Bank Ltd.
37. Punjab National Bank
38. Punjab & Sind Bank
39. Purbanchal Bank Ltd.
40. The Sangli Bank Ltd.
41. The South Indian Bank Ltd.
42. State Bank of Bikaner & Jaipur
43. State Bank of Hyderabad
44. State Bank of India
45. State Bank of Indore
46. State Bank of Mysore
47. State Bank of Patiala
48. State Bank of Saurashtra
49. State Bank of Travancore
50. Syndicate Bank
51. The Traders Bank Ltd.
52. Union Bank of India
53. United Bank of India
54. United Commercial Bank
55. United Industrial Bank Ltd.
56. Vijaya Bank
57. The Vysya Bank Ltd.

The Indian National Bank Employees Congress (INBEC) signed Settlement with the IBA separately on 29th March, 1987. The terms of the Settlement are the same as printed here.