SETTLEMENT ON "OTHER ISSUES"

DATED 8TH NOVEMBER 1973

BETWEEN

INDIAN BANKS' ASSOCIATION

AND

ALL INDIA BANK EMPLOYEES ASSOCIATION

INDIAN BANKS' ASSOCIATION

STADIUM HOUSE,
BLOCK - 3
81-83, VIR NARIMAN ROAD,
BOMBAY - 400 020

INDIAN BANKS' ASSOCIATION
STADIUM HOUSE 6TH FLR BLOCK 3
VEER NARIMAN ROAD BOMBAY - 400 020

SETTLEMENT

ON "OTHER ISSUES"

8TH NOVEMBER, 1973

BETWEEN

INDIAN BANKS' ASSOCIATION

AND

ALL INDIA BANK EMPLOYEES ASSOCIATION

CONTENTS

	Item	Clause(s)	Page(s)
1	Short Recital		1-2
2	General	3	
3	Categorisation of Areas — Upgradation of certain places ..	I	3-5
4	House Rent Allowance	II(a)-(d)	5-7
5	Otber Allowances	III(a)-(i)	7-11
	a) Washing Allowance	(a)	7
	b) Cycle Allowance	(b)	7
	c) Hill Allowance	(c)	8
	d) Fuel Allowance	(d) (1), (2)	8-9
	e) Water Scarcity Allowance ..	(e)	9
	f) Officiating Allowance	(f)	9
	g) Halting Allowance . .	(g)	10
	h) Overtime Allowance to Drivers	(h)	11
	i) Paradi Port Allowance	(i)	11
6	Leave Fare Concession	IV(i)-(viii)	11-13
7	Leave Rules	V(i)-(iii)	13-14
	a) Privilege Leave	(i)-(ii)	13- 14
	b) Sick Leave	(iii) .	14
8	Hours of Work and Overtime . .	VI	14
9	Medical Aid aad Expenses	vii	14-16
	'A' Class Banks	A	15
	'B' Class Banks	B	15
	'C' Class Banks	C	16
10	Combined Designations	viii	16
11	Miscellaneous	ix(a)-(d)	17-18
	a) Diploma in Rural Services of the National Council for Rural Higher Education.	(a)	17
	b) Compensation on Transfer	(b)	17
	c) Part-time Workmen	(c)	17
	d) Temporary Godown-keepers and Godown-watchmen	(d)	17-18
12.	Period of Operation of this Settlement	x	18
13.	Provision for Removal of Doubt or Difficulty	xi	18
14.	Settlement Binding under Section 18 of I D. Act	xii	18

APPENDICES

Appendix	Subject	Page (s)
A.	Procedure to be followed in respect of reimbursement of expenses incurred on hospitalisation.	19 - 20
B.	List of Parties.	21-22
	'A' Class Banks — Foreign Banks	21
	'A' Class Banks — Indian Banks	21-22
	'B' Class Banks	22
	'C' Class Banks	22

MEMORANDUM OF SETTLEMENT under Section 2(p) and Section 18(1) of the Industrial Disputes Act, 1947, arrived on 8th November, 1973, between Indian Banks' Association (hereinafter referred to as IBA) and All India Bank Employees Association (hereinafter referred to as AIBEA).

PARTIES PRESENT

Representing Managements :

1. Shri J. N. Saxena
2. Shri P. F. Gutta
3. ShriR. A. Gulmohamed

On behalf of Indian Banks' Association.

Representing Workmen :

1. Shri H. L. Parvana. Secretary.
2. Shri T. Chakrabarti, Asst. Secretary.
3. Shri N. Sampath, Asst. Secretary.
4. Shri N. S. Purao, Asst. Secretary.

All India Bank Employees Association.

SHORT RECITAL

WHEREAS it was agreed between the parties in terms of Clause 27 of the Settlement dated 12-10-1970 on wage structure that they shall continue negotiations on the various issues already raised by both of them.

AND WHEREAS the representatives of IBA and AIBEA met and discussed at length on many occasions the said issues.

AND WHEREAS the parties came to certain understandings regarding certain issues in respect of 'A' Class banks, which were incorporated in the minutes of joint discussions dated 10-6-1972 and in respect of 'B' and 'C Class banks on 31-10-1972.

AND WHEREAS as a result of subsequent negotiations further understandings on "Other Issues" were reached in respect of 'A', 'B' and 'C' Class banks on 16-12-1972.

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

The parties to this Settlement appreciate the need to promote harmonious industrial relations, better discipline and efficient service and to that end agree to expeditiously settle all differences, disputes and grievances by mutual negotiations.

The parties agree to have a grievance procedure on mutually agreed basis, for settlement of all disputes.

The parties hereby record the following settlement.

TERMS OF SETTLEMENT

GENERAL

The parties are agreed that the provisions of the Award of the All India Industrial Tribunal presided over by Shri P. Sastry as finally modified and enacted by the Industrial Disputes (Banking Companies) Decision Act, 1955, the Industrial Disputes (Banking Companies) Decision Amendment Act, 1957 and the provisions of the Award of the National Industrial Tribunal presided over by Mr. Justice K. T. Desai in Reference No. 1 of 1960 which Award inter-alia modifies certain provisions of the Sastry Award, the Bipartite Settlement dated 19-10-1966 as modified by the Settlement on wage structure dated 12th October, 1970 and Supplementary Settlement dated 23-7-1971, shall govern the service conditions therein covered except to the extent that the same have been modified in this Settlement.

I. Categorisation of Areas—Upgradation of Certain Places—

The parties have agreed to upgrade a number of places with effect from 1-1-1969 and subsequent dates as a result of review of the population figures published by the Registrar General of India, the Census of India 1971 and also on due consideration of certain special factors.

A list of these places with the dates on which they have been upgraded is given below:—

1.	Durg (M.P.)	:	From Area III to Area II	From 1-1-69
2.	Bahadurgarh (Haryana)			
3.	Robertsonpet (KGF-Mysore)	:	From Area III to Area II	From 1-1-70
4.	Kalyani	:	From Area III to Area I	From 1-1-70
5.	Kanchrapara (W. Bengal)			
6.	Bansberia	:		
7.	Halisahar	:		

8. Nanded (Maharashtra)	:	From Area III to Area II	From 1-3-71
9. Berhampur (Orissa)			
10. Kumbakonam (Tamil Nadu)			
11. Faizabad (U.P.)			
12. Nadiad (Gujarat)			
13. Bokaro Steel City (Bihar)			
14. Jalgaon (Maharashtra)			
15. Bhubaneshwar (Orissa)			
16. Burhanpur (M.P.)			
17. Erode (Tamil Nadu)			
18. Bijapur (Mysore)			
19. Shimoga (Mysore)			
20. Cuddalore (Tamil Nadu)			
21. Bhadravati (Mysore)			
22. Alwar (Rajasthan)			
23. Bihar Sharif (Bihar)			
24. Porbandar	:	From Area III to Area II	1-1-71
25. Habra			
26. Mogra (W. Bengal)		From Area III to Area I	From 1-1-70
27. Barasat			
28. Kataganj			
29. *The following places adjoining Greater Bombay—*			
(A) *Places on the Western Railway (Suburban line)* Bhaynder, Bassein, Manickpur, Holi, Bangli Naka, and places upto and including Virar.	:	From Area III to Area I	From 1-4-71
(B) Places on the Central *Railway (Suburban line)* Places on the Thana Belapur Road from Thana upto Belapur, Ambarnath, Turbhe, Shahad, and places upto and including Titwala.	:	From Area III to Area I	From 1-1-71
Bhiwandi	:	From Area II to Area I	From 1-4-71
30. Ramakrishnapuram and Habsiguda adjoining Hyderabad City (A.P.)	: :	From Area III to Area I	From 1-3-71
31. Ballabhgarh	:	From Area III to Area I	From 1-1-72

II. House Rent Allowance

(Chapter VIII of Bipartite Settlement dated 19-10-1966)

a) In supersession of Clause 8.1 (c) (iii) of the Bipartite Settlement dated 19-10-1966, House Rent Allowance at the rate payable at "Other Places" shall be payable at places having population of 2 lacs and over (with effect from the dates mentioned below).

	From
In respect of 'A' Class banks	1-1-72
In respect of 'B' Class banks	1-4-72
In respect of 'C' Class banks	1-9-72

b) As the following places have a population of 2 lacs or over. House Rent Allowance at the rate applicable shall be payable as stated in Clause II (a) above.

1. Agra	5 Jabalpur
2. Varanasi	6. Allahabad
3. Indore	7. Surat
4. Madurai	8. Baroda

9. Cochin-Willingwon Island-Ernakulam
10. Amritsar
11. Gwalior
12. Ludhiana
13. Sholapur
14. Hubli-Dharwar
15. Meerut
16. Mysore
17. Coimbatore
18. Vijayawada
19. Calicut
20. Bareilly
21. Jodhpur
22. Salem
23. Tiruchirapalli
24. Rajkot
25. Jullundur
26. Moradabad
27. Guntru
28. Ajmer
29. Kolhapur
30. Aligarh
31. Gorakhpur
32. Bhavnagar
33. Saharanpur
34. Jamnagar
35. Kota
36. Ujjain
37. Warangal
38. Tirunelvelli Pallayamkottai Melapalayam
39. **Dhanbad-Jharia-Sindri**
40. Belgaum
41. Magalore
42. Raipur
43 Nasik-Nasik Road Deolali

(c) In addition to the places mentioned in Clause 8.1(d) of the Bipartite Settlement dated 19-10-1966, the following places shall be treated as Project Areas Group 'A' with effect from the dates mentioned against their names :—

1. Burnpur (W. Bengal) — From 1-1-1969
2. Durg (M. P.) — From 1-8-1971
3. Visakhapatnam (A.P.) — From 1-7-1971

(d) In addition to the places mentioned in Clause 8.1{e) of the Bipartite Settlement dated 19-10-1966, the following places shall be treated as Project Areas Group 'B' with effect from the dates mentioned against their names :

1. Bhopal Heavy Electricals (M.P.) — From 1-1-1969
2. Ankleshwar (Gujarat) —- From 1-1-1969

3. Cambay (Gujarat) — From 1-1-1970
4. Mandi (Himachal Pradesh) — From 1-1-1970
5. Ranchi (Bihar) — From 1-8-1971
6. Pophali (Maharashtra) — From 1-8-1971
7. Kargal (Mysore) — From 1-7-1971
8. Pochamadu (A.P.) — From 1-7-1971
9. Sileru (A,P.) — From 1-7-1971

III. Other Allowances

a) Washing Allowance

In modification of Cause 9.1 of the Bipartite Settlement dated 19-10-1966, with effect from 1-1-1972, the members of subordinate staff entitled to uniforms will be paid Washing Allowance at the following rates:—

i) Rs. 5/- p.m. in Area I and in places where H.R.A. is payable, and

ii) Rs. 4.50 p.m. in all other places.

No Washing Allowance would be payable where Washing Arrangements have been made by a bank.

b) Cycle Allowance

In modification of Clause 9.2 of the Bipartite Settlement dated 19-10-1966 with effect from 1-1-1972. Cycle Allowance payable to the members of subordinate staff who are required by a bank to use cycle on regular assignment for out-door duties shall be paid at the following rates :—

If employed in 'A' or 'B' Class bank : Rs. 16|- p.m. in the cities of Bombay, Calcutta, Delhi and Madras.
Rs. l0/- in all other places.

If employed in 'C' Class bank : Rs. 12|- p.m. in the cities of Bombay, Calcutta, Delhi and Madras.
Rs. 8/ - p.m. In all other places.

EXPLANATION : The Cycle Allowance of Rs. 16/-p.m. in the case of 'A' and 'B' Class banks and Rs. 12|- p.m. in the case of 'C Class banks is to be paid only in the cities of Bombay, Calcutta, Delhi and Madras and not in places which have been treated as Area I on account of their contiguity to these cities.

c) Hill Allowance

In partial modification of Clause 9.3 of the Bipartite Settlement dated 19-10-1966, the Hill Allowance shall be paid at the following rates with effect from 1-1-1972 to workmen employed at:

A — Places situated at a height above sea level : —

i) 4000 ft. to 5500 ft	:	10% of pay — Minimum Rs. 15/- p.m.
ii) 5501 ft. and above	:	12% of pay — Minimum Rs. 20/- p.m.
B — Places declared as "Hill Stations" by Central/State Governments irrespective of their height.	:	10% of pay — Minimum Rs. 15/- p.m.
C— Mercara Town in Mysore State as a special case	:	10% of pay — Minimum Rs. 15/- p.m.

d) Fuel Allowance

(1) In partial modification of Clause 9.4 of the Bipartite Settlement dated 19-10-1966, the Fuel Allowance shall be paid at the following rates with effect from 1-1-1972 to workmen employed at. —

A — Places situated at a height above sea level : —

i) 4000 ft. to 5500 ft.	:	10% of Pay — Minimum Rs. I5/- p.m. Maximum Rs. 40/- p.m.
ii) 5501 ft. and above	:	12% of Pay — Minimum Rs. 20/- p.m. Maximum Rs. 45/- p.m.
B — Places declared as "Hill Stations" by Central/State Governments irrespective of their height.	:	10% of Pay — Minimum Rs. 15/- p.m. Maximum Rs. 40/- p.m.
C— Mercara Town in Mysore State as a special case.	:	10% of Pay — Minimum Rs. I5/- p.m. Maximum Rs. 40/- p.m.

(2) In modification of Clause 9.5 of the Bipartite Settlement dated 19-10-1966, Fuel Allowance will be payable for six months from October of one year to March of the following year (both inclusive).

e) Water Scarcity Allowance
In partial modification of Clause 9.9 of the Bipartite Settlement dated 19-10-1966, Water Scarcity Allowance will be paid @ Rs. 10/- p.m. for the non-subordinate staff and (a) Rs. 8/- p.m. for the subordinate staff with effect from 1-1-1972, wherever it is payable.

f) Officiating Allowance
In partial modification of Clause 9.11 (a) of the Bipartite Settlement dated 19-10-1966, if a workman other than subordinate staff in 'A' Class banks officiates in a post in a higher cadre for a continuous period of 7 days or more, he shall be paid with effect from 10-6-1972 an officiating allowance for the period for which he officiates at the rates laid down in Clause 9.11 (a) (i) or 9.11 (a) (ii). of the said Settlement, whichever may be applicable. The same terms will be applicable to a workman other than subordinate staff in 'B' and 'C' Class banks with effect from 1-1-1-1972.

g) Halting Allowance

A —In partial modification of Clause 9.12 of the Bipartite Settlement dated 19-10-1966, Halting Allowance will be payable at the following rates, with effect from 1-1-1972 :

	Non Sub-Staff	***Sub-Staff***
	(Rupees per day)	
All places in Area I and HRA Centres as per the Bipartite Settlement dated 19-10-1966, excluding those HRA Centres included in terms of Clause II (a) above	Rs. 15/-	Rs, 12/-
In all other places	Rs. 12-/	Rs. 8/-

B — In partial modification of Clause 9.13 of the Bipartite Settlement dated 19-10-1966. where a workman is required to travel within the municipal limits, municipal corporation including cantonment or panchayat limits, no Halting Allowance is payable. Where the place is outside such limits, the workman will be entitled to batta provided the place of outstation duty is more than 5 kilometres from the branch or office where he is working.

C — For the purpose of entitlement of Halting Allowance, it is hereby clarified that, places covered under clause 3.2 A(i) to (viii) of Bipartite Settlement dated-19-10-1966, which consist of more than one municiapality/panchayat limits no Halting Allowance/ batta is payable for travel within such places.

ILLUSTRATION : Delhi comprises of New Delhi, Old Delhi, Delhi Shahdra, Delhi Cantonment and Loni. Though New Delhi and Delhi are different municipal areas, no Halting Allowance/batta will be payable for travel from New Delhi to Old Delhi or vice-versa as it is

one place under clause 3.2 A (iii) of Bipartite Settlement dated 19-10-1966.

D — If a workman it temporarily transferred to a nearby place, where batta is payable as per sub-clause B above and can return to his place every day, he will be entitled to travelling expenses as per entitlement under rules in addition to batta.

h) *Overtime Allowance to drivers in addition to Halting Allowance*

After the proviso to Clause 9.13 of the Bipartite Settlement dated 19-10-1966. the following proviso shall be added:—

> "Provided further that drivers required to drive the vehicles on out-station duty shall be paid Overtime Wages for the period of actual driving beyond normal working hours in addition to batta/Halting Allowance at the rates payable to them."

This proviso will come into effect from 10-6-1972 for 'A* Class banks and 1-11-1972 for 'B' and 'C' Class banks.

i) Paradip Port

It has been agreed between the parties that with effect from 1-1-1972, workmen working in branches situated in Paradip Port Town shall be paid an allowance (as "Other Allowance"), in lieu of the existing allowance. as under:—

@ 20% of Basic Pay with a minimum of Rs. 25/- p.m.

IV. Leave Fare Concession

(Chapter X of the Bipartite Settlement dated 19-10-1966).

i) In partial modification of Clause 10.2(b) of the Bipartite Settlement dated 19-10-1966. Leave Fare Concession for travel for rest and recuperation shall be granted

from the place of work to any place in India situated at not more than the undermentioned distances :—

	Non Sub-Staff	Sub-Staff
'A' Class bank	1200 k.m.	1500 k.m.
'B' Class bank	900 k.m.	900 k.m.
'C Class bank	500 k.m.	500 k.m.

ii) In modification of Clause 10.3 (b) of the Bipartite Settlement dated 19-10-1966, road mileage will be paid @ 0.12 paise per k.m, or actual road transport fare, whichever is less, for that part of the journey which of necessity has to be covered by a means of transport other than train or steamer.

iii) The following clause shall be added as Clause 10.3 (c) to the Bipartite Settlement dated 19-10-1966 :—

"Journey expenses by bullock cart/pony/camel for that part of the journey, which of necessity has to be covered by one of these means of transport in the absence of train, steamer or bus transport, will be reimbursed @ 0.90 paise per k.m. provided evidence is produced in respect of such journeys to the nearest railway station, steamer halt or bus-link."

iv) After the proviso to Clause 10.3 of the Bipartite Settlement dated 19-10-1966, the following proviso is added :—

"Provided further that workmen travelling between Goa. Cochin and Bombay may travel by rail or road at their option, even if sea route is available, in which case he will be paid at the appropriate rate."

v) Cause 10.7 of the Bipartite Settlement dated 19-10-1966 is modified to read as follows :—

"A member of the non-subordinate staff and/ or his family when availing of the Leave Fare Concession laid down under Clause 10.2(b) as modified herein may travel beyond the

maximum permissible distance laid down therein, by a class lower than that to which he is entitled, in which case he will be paid the actual fare incurred including reservation and sleeping berth charges, if any, (irrespective of the number of stages in which the journey is undertaken) or the first class fare for the distance permissible under Clause 10.2(b) as modified herein whichever is less."

vi) In partial modification of Clause 10,13(i) of the Bipartite Settlement dated 19-10-1966, for the purpose of Leave Fare Concession, the expression "Family" will mean the workman's spouse, wholly dependant children and wholly dependant parents."

vii) The modified terms of Leave Fare Concession stated above are to be effective from 10-6-1972 in respect of workmen of 'A' Class banks and from 1-11-1972 in respect of workmen of 'B' class banks,

viii) All the provisions of Leave Fare Concession (Chapter X of Bipartite Settlement dated 19-10-1966) as modified above shall be applicable to 'C' Class banks with effect from 1-1-1973.

V. Leave Rules

(Chapter XIII of the Bipartite Settlement dated 19-10-1966)

i) Privilege Leave

In partial modification of Clause 13.17 of the Bipartite Settlement dated 19-10-1966, calculation of privilege leave earned shall be done @ one day for 11 days of active service. Such calculation has to be done only for the limited purpose of calculation of entitlement. The workmen will be eligible to avail such leave only after the completion of 11 months service as laid down in clause 13.17 of the Bipartite Settlement dated 19-10-1966 and for calculating privilege leave, all types of leave availed except casual leave will be excluded. These terms are made applicable to 'A' and 'B' class banks with effect from 1-1-1972.

Privilege leave of workmen of 'C' Class banks will be calculated in the same manner with effect from 1-1-1973.

ii) In further modification of Clause 13.17 of the Bipartite Settlement dated 19-10-1966. privilege leave will be cumulative upto a maximum of 120 days.

iii) Sick Leave

In partial modification of Clause 13.29 of the Bipartite Settlement dated 19-10-1966, sick leave will be granted on pro-rata basis during the first calendar year of service.

The provisions of sub-clauses (ii) and (iii) above shall be effective from 1-1-1972 for 'A' and 'B' Class banks and 1-1-1973 for 'C' Class banks.

VI Hours of Work and Overtime

(Chapter XIV of the Bipartite Settlement dated 19-10-1966) National/Festival/Gazetted Holidays for Watch and Ward Staff.

In partial modification of Clause 14.13(b) of the Bipartite Settlement dated 19-10-1966, the members of the Watch and Ward staff will be granted 10 holidays for the year 1972. From 1-1-1973, the members of the Watch and Ward staff will be given 12 holidays in a calendar year. The members of the Watch and Ward staff will be given National/ Festival/Gazetted holidays calculated at the rate of one day per month of service, in the first calendar year of employment.

VII Medical Aid and Expenses

(Chapter XV of the Bipartite Settlement dated 19-10-1966) In partial modification of Clause 15.1(c) of the Bipartite Settlement dated 19-10-1966, the total expenses from January to December of each calendar year on account of medical attendance and treatment payable by a bank to a workman shall not exceed the following limits :—

'A' Class banks

A. (a) (i) For workmen with service upto 10 years (till the completion of 10th year), Rs. 150/- p.a.

(ii) For workmen who have completed 10 years service and above. Rs. 160/- p. a.

(b) In addition to annual limit of expenses on medical attendance and treatment laid down in VIIA (a) above, hospitalisation charges will be reimbursed to the extent of 75% in the case of workman and 50% in the case of members of his family, only in respect of the following diseases :—

1. Cancer
2. Tuberculosis
3. Paralysis
4. Cardiac Ailments
5. Brain Tumours

and 6. Major Accidents requiring hospitalisation.

The procedure to be followed in respect of reimbursement of expenses of hospitalisation of workmen and their families for the aforesaid diseases/ accidents, is laid down in Appendix 'A' attached hereto, which forms an integral part of this Settlement.

'B' Class banks

B. (a) (i) For workmen with service upto 10 years (till the completion of 10th year), Rs. 120/- p.a.

(ii) For workmen who have completed 10 years service and above. Rs. 130/- p.a.

(b) Hospitalisation for certain special diseases/accidents. Same as in ' A' Class banks.

'C' Class banks

C. (a) (i) For workmen with service upto 10 years (till the completion of 10th year). Rs. 100/- p. a.

(ii) For workmen who have completed 10 years service and above. Rs. 110/-p. a.

(b) Extension of benefits of hospitalisation for certain special diseases in respect of 'C' class banks will be discussed between the parties.

EXPLANATION : A workman will qualify for Medical Aid at the higher rate effective from the same calendar year if he completes 10th year of service on or before 30th June of that year and with effect from next calendar year if he completes the 10th year of service on 1st July or thereafter. The provision regarding Medical expenses excluding hospitaltalisation for certain special diseases will come into effect on 1-1-1972 in case of 'A' and 'B' Class banks and from 1-1-1973 in case of 'C' Class banks.

The provision regarding hospitalisation for certain special diseases in respect of 'A' and 'B' Class banks will come into effect from 1-1-1973.

In modification of Clause 15.1 (a) of the Bipartite Settlement dated 19-10-1966, "family" shall mean the workman's spouse (husband or wife), wholly dependant children and wholly dependant parents.

VII. Combined Designations, etc.

(Chapter XX of the Bipartite Settlement dated 19-10-1966) In partial modification of Clause 20.1 of the Bipartite Settlement dated 19-10-1966, the provision regarding not combining more than two designations in the case of any workman would not be applicable in cases of workmen in rural area branches of banks.

For the purpose of this Clause, rural area means a rural place where only one commercial bank has a branch.

IX. Miscellaneous

a) *Diploma in Rural Services of the National Council far Rural Higher Education*

In the case of a member of non-subordinate staff, the acquisition of Diploma in Rural Services of the National Council for Rural Higher Education is recognised as equivalent to graduation for all purposes under the Settlements.

b) Compensation on Transfer

In modification of para 6.75 of the Award of the National Industrial Tribunal (Bank Disputes) in Reference No. 1 of 1960 (Desai Award), the compensation on transfer will be Rs. 50/- in the case of a member of non-subordinate staff and Rs. 30/- in the case of a member of subordinate staff, with effect from 1-1-1972.

c) Part-time Workmen

It is agreed that permanent part-time workmen whose normal total hours of work per week are 6 hours or more will be given full leave and they will also be granted full medical aid with effect from 1-1-1972 in respect of 'A' Class banks. These provisions will come into effect from 1-1-1973, in respect of 'B' and 'C Class banks.

d) Clause 20.13 of the Bipartite Settlement dated 19-10-1966 will read as follows : —

"Temporary godown-keepers and godown watch-men who are required to look after one or more godowns belonging generally to one party and whose salary and allowances are generally borne by the parties who are owners of the goods in the godowns. shall, if their work has been found satisfactory and if their services can be utilised to look after other godowns in the same place or other places or in the clerical posts or any other subordinate cadre post as the case may be, on completion of one year's service, be given preference for absorption in the permanent

service of the bank, subject to the bank's recruitment rules, if any."

X. Period of Operation of this Settlement

The provisions of this Settlement will come into force with effect from the dates mentioned in each of the Clauses. Wherever such mention has not been made, the effect will be from the date of this Settlement. This Settlement shall be binding on the parties upto 31st December, 1973 and shall continue to remain binding thereafter until either party gives to the other two months' notice in writing of intention to terminate this Settlement.

XI. 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 for discussion and settlement

XII. This Settlement shall be binding on the banks listed in Appendix 'B' hereto and their workmen under Section 18 of the Industrial Disputes Act, 1947.

For Indian Banks' Association.	For All India Bank Employee's Association
J. N. Saxena	H. L. Parvana, Secretary
P. F Gutta	T.Chakrabarti, Asst. Secretary
R. A. Gulmohamed	N. Sampath, Asst. Secretary

Witnesses :

1. P. K. Menon
2. R. K. Ghotgalkar

Bombay,
8th November, 1973.

APPENDIX 'A'

(Enclosure to the Settlement on "Other Issues" between IBA and AIBEA dated 8th November, 1973)

Procedure to be followed in respect of reimbursement of expenses incurred on hospitalisation of workmen themselves and/or members of their families, in case of certain diseases/ accidents.

1. In cases involving hospitalisation of the workmen themselves and/or the members of their families for diseases/accidents enumerated under Clause VII A(b) and VII B(b) of this Settlement, the bank will reimburse the charges in respect of the following, to the extent of 75% for the workmen and 50% for the members of their families : —

   i) Hospital charges excluding charges for board.

   ii) Diagnostic material charges, X-Rays, Pathological tests. ECGs. etc.

   iii) Medicines and drugs except tonics.

   iv) Surgeon's fees including Anaesthetists' fees, blood transfusion and dialysis,

   v) Operation theatre charges.

   vi) Physician's and Consultant's fees.

   All the above charges would be reimbursed on the scale applicable to the lowest paying beds.

2. The workmen or members of their families as the case may be. will secure admission to the lowest paying beds, in a Government/Municipal hospital or any 'private' hospital (i.e. hospitals under the management of a Trust, Charitable Institution or a religious mission). The reimbursement will be restricted to the charges applicable to the lowest paying beds in such hospitals, subject to 75% or 50% as the case may be, of a maximum rate of Rs. 10/- per day.

3. In cases where it is unavoidable, the workmen and/or their family members may avail themselves of the services of one of the approved private nursing homes/private hospitals. Reimbursement in such cases will, however, be restricted to the extent of the amount which would have been reimbursable in case of admission to a public or private hospital, subject to 75% and 50% of the maximum rate of Rs. 10|- per day.

4. Hospitalisation charges in connection with maternity will not be reimbursable. Operation charges in cases involving operative interference because of complicated labour and caesarean operation (but not hospital charges) will, however, be reimbursable to the extent indicated in paragraph 1 above.

5 In cases where hospitalisation and treatment of any of the diseases mentioned in Clauses VII A(b) and VII B(b) of this Settlement is followed by domiciliary treatment, the doctor's fee and cost of medicines will also be reimbursed to the extent of 75% for the workmen themselves and 50% for members of their families for a maximum period of one month after discharge from hospital, on production of the prescriptions from the hospital concerned.

6. The purchase of drugs/medicines will be restricted to approved chemists and arrangements will be made by banks wherever possible, to make direct payments to the chemists.

7. Banks will have discretion to refuse payment of bills in cases where they are not satisfied about the genuineness of the bills.

APPENDIX 'B'

LIST OF PARTIES
BANKS REPRESENTED BY INDIAN BANKS' ASSOCIATION

'A' Class Banks — Foreign Banks

1. Algemene Bank Nederland N. V.
2. American Express International Banking Corporation.
3. Bank of America.
4. The Bank of Tokyo Ltd.
5. Banque Nalionale de Paris.
6. The British Bank of the Middle East.
7. The Chartered Bank.
8. First National City Bank.
9. Mercantile Bank Ltd.
10. National and Grindlays Bank Ltd.

'A' Class Banks — Indian Banks

1. Allahabad Bank.
2. The Andhra Bank Ltd.
3. Bank of Baroda.
4. Bank of India.
5. Bank of Maharashtra.
6. Canara Bank..
7. Central Bank of India.
8. Dena Bank.
9. Indian Bank.
10. The New Bank of India Ltd.
11. The Oriental Bank of Commerce Ltd.
12. Punjab National Bank.
13. State Bank of Bikaner and Jaipur.

14. State Bank of Hyderabad.
15. State Bank of Indore.
16. State Bank of Mysore.
17. State Bank of Patiala.
18. State Bank of Travancore.
19. Syndicate Bank.
20. Union Bank of India.
21. United Bank of India.
22. United Commercial Bank.
23. The Vijaya Bank Ltd.

'B' Class Banks

1. The Bank of Rajasthan Ltd.
2. Corporation Bank Ltd.
3. The Hindustan Commercial Bank Ltd.
4. The Karnataka Bank Ltd.
5. The Lakshmi Commercial Bank Ltd.
6. The Punjab and Sind Bank Ltd.
7. The Sangli Bank Ltd.
8. The South Indian Bank Ltd.
9. The Vysya Bank Ltd.
10. United Industrial Bank Ltd.

'C' Class Banks

1. The Belgaum Bank Ltd.
2. The Hindusthan Mercantile Bank Ltd.
3. Krishnaram Baldeo Bank Ltd.
4. Tlie Miraj State Bank Ltd.
5. The Nedungadi Bank Ltd.

AND THEIR WORKMEN

REPRESENTED BY

ALL INDIA BANK EMPLOYEES ASSOCIATION.